

Proposed Tiny Home ADU at 225 Evans Street Conditional Use Application

1. Land Use Application

Submitted on January 22nd, 2020 in conjunction with related Variance Request.

2. Proof of Ownership

See following pages.

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LAND TITLE GUARANTEE COMPANY

Subject: Attached Title Policy BRENNEN BEARNES AND TONI KLOPFENSTEIN for 225 EVANS STREET, LYONS, CO 80540

Enclosed please find the Owner's Title Insurance Policy for your purchase of the property listed above.

This title policy is the final step in your real estate transaction, and we want to take a moment to remind you of its importance. Please review all information in this document carefully and be sure to safeguard this policy along with your other legal documents.

Your owner's policy insures you as long as you own the property and requires no additional premium payments.

Please feel free to contact any member of our staff if you have questions or concerns regarding your policy, or you may contact Land Title Policy Team at (303) 850-4158 or finals@ltgc.com

As a Colorado-owned and operated title company for over 50 years, with offices throughout the state, we take pride in serving our customers one transaction at a time. We sincerely appreciate your business and welcome the opportunity to assist you with any future real estate needs. Not only will Land Title be able to provide you with the title services quickly and professionally, but you may also be entitled to a discount on title premiums if you sell or refinance the property described in the enclosed policy.

Thank you for giving us the opportunity to work with you on this transaction. We look forward to serving you again in the future.

Sincerely,

Land Title Guarantee Company



ONE REPORT

To: GATEWAY REALTY GROUP

Date Ordered: 02-26-2020

Attn: DANIEL SIDDALL

Order Number 831442

Fax:

Phone: 303-823-8400

Address: 225 EVANS ST LYONS, CO 80540

County: BOULDER

LEGAL DESCRIPTION

LOT 5 AND THE EAST 1/2 OF LOT 6, BLOCK 19, TOWN OF LYONS, EXCEPT THE SOUTH 10 FEET AS REFERENCED IN DEED RECORDED SEPTEMBER 21, 1959 IN BOO,K 1123 AT PAGE 3, COUNTY OF BOULDER, STATE OF COLORADO.

OWNERSHIP & ENCUMBRANCES

Certification Date:

02-20-2020

OWNERSHIP: BRENNEN BEARNES AND TONI KLOPFENSTEIN

<u>Doc Type</u>	<u>Doc Fee</u>	<u>Date</u>	<u>Reference#</u>
WARRANTY DEED	\$42.50	10-11-2019	3741958

ENCUMBRANCES AND OTHER DOCUMENTS

<u>Item</u>	<u>Payable To</u>	<u>Amount</u>	<u>Date</u>	<u>Reference#</u>
DEED OF TRUST	ELEVATIONS CREDIT UNION	\$403,500.00	10-11-19	3741959

Cust Ref#



OWNER'S POLICY OF TITLE INSURANCE

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 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, LAND TITLE INSURANCE CORPORATION, a Colorado 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;
 - (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 in 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.

Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
(303)321-1880

Senior Vice President



Land Title Insurance Corporation
P.O. Box 5645
Denver, Colorado 80217
(303)331-6296

John E. Freyer, Jr.
President

Tina L. Rutherford, Secretary

AMERICAN
LAND TITLE
ASSOCIATION



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, avenue, 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. "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 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 obligation 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 the 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 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 or 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: P.O. Box 5645, Denver, Colorado 80217

ANTI-FRAUD STATEMENT: Pursuant to CRS 10-1-128(6)(a), 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.

This anti-fraud statement is affixed to and made a part of this policy.

Applies to policies in excess of \$500,000.00.

This Certificate is attached to and constitutes a part of The Title Insurance Policy of Land Title Insurance Corporation. In consideration of the premium paid under this policy, it is here by understood and agreed that OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY assumes liability under this policy for all loss in excess of \$500,000.00. In the event of any valid claim under this policy by reason of loss or damage insured against in excess of \$500,000.00, such excess loss shall be assumed and paid by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY in the same manner and to the same extent as if such excess loss had been insured by a policy of OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY. IN WITNESS WHEREOF the OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY has caused this certificate to be executed by its duly authorized officers.



Old Republic National Title Insurance Company, a Stock Company
400 Second Avenue South
Minneapolis, Minnesota 55401
(612)371-1111

A handwritten signature in cursive script, appearing to read "Mark Bilbrey".

Mark Bilbrey, President

A handwritten signature in cursive script, appearing to read "Rande Yeager".

Rande Yeager, Secretary

Proposed Tiny Home ADU at 225 Evans Street

Conditional Use Application

3(a) Need for Proposed Conditional Use

Owners

The new owners of 225 Evans Street are seeking rental income by locating a rental unit on their property. Although the property owners have a right by use to develop a significantly larger second dwelling on the property (up to 800 square feet), they are instead choosing to install a more environmentally and economically sustainable Tiny Home ADU, in accordance with the goals of the Lyons 2010 Comprehensive Plan and Lyons Recovery Action Plan. According to Boulder County, energy used to power and condition homes and commercial buildings accounts for 56% of all greenhouse gas emissions, and a Tiny Home, which is typically 90% smaller than a new conventional dwelling (averaging approximately 2,500 square feet per the US Census Bureau), requires significantly less energy to heat and cool than a larger conventionally-built dwelling. In terms of both size and aesthetic, the proposed Tiny Home ADU will be more compatible with the character of the surrounding neighborhood than a modern, newly-constructed second unit would be.

Tenant

The prospective tenant of the proposed Tiny Home ADU is seeking a small single-family rental in Lyons at a reasonable rental rate. The Lyons Recovery Action Plan cites a "lack of housing options to accommodate the diverse population that calls Lyons home", and further elaborates that "the need for sustainable, and well-conceived housing opportunities to replace that which was lost or lacking is of the highest priority for the town" (p. 52). Because of the lack of reasonably-priced single-family rentals in Lyons, the prospective tenant is working with the owners to create a new housing unit, pending approval of the proposed conditional use.

Proposed Tiny Home ADU at 225 Evans Street

Conditional Use Application

3(b) Impacts on the existing adjacent properties, uses and physical character of the surrounding area

Physical Character of Neighborhood

The proposed conditional use will replace a dilapidated lot-line barn with a beautiful, recently-constructed tiny home whose appearance matches the physical character of the surrounding area.

Site View from Alley - Current



Site View from Alley - After Tiny House



Proposed Tiny Home ADU at 225 Evans Street

Conditional Use Application

Density

The proposed Tiny Home ADU will be installed at 225 Evans Street, which as an R-2A lot has a right by use for a detached second dwelling unit up to ~800 square feet, and as a conditional use is allowed a conventional accessory dwelling unit of up to 600 square feet per Ordinance 1071 and LMC 16-10-70(c)(4). As the proposed Tiny Home ADU is smaller in size and comparable in design to other allowed uses for the property, the impact on density of the lot, neighborhood and town will be well within the range of allowed uses for the property. All lots on the 200 block of Evans Street are zoned R-2A and many feature second units, so the property at 225 Evans Street will not deviate from the existing physical character of the surrounding area by adding a second unit.

Other Impacts

Setbacks

The dilapidated barn currently on the property sits at the rear of the property, with no setback to the rear or side lot lines. The proposed Tiny Home ADU will feature 5-6' setbacks from the rear and side lot lines, significantly improving setbacks to both the alley and the neighboring property.

Other

As an R-2A lot, 225 Evans Street is zoned for a detached second dwelling unit up to 800 square feet. Because the proposed 275 square foot ADU is 65% smaller than the maximum-sized second unit allowed on the lot, all impacts to noise, dust, odors, vibrations and lights are expected to remain significantly less than the impact of a permitted second dwelling unit on an R-2A lot.

Proposed Tiny Home ADU at 225 Evans Street

Conditional Use Application

3(c) Impact of the proposed conditional use on area accesses and traffic patterns

Traffic

Development of a typical single family unit adds 10 car trips per day to the neighborhood. The proposed Tiny Home ADU is expected to be single occupancy with the single occupant working from home, and as such, all impacts to traffic are expected to remain significantly less than the impact of a hypothetical, significantly larger conventional second dwelling unit allowed by right of use on an R-2A lot.

Parking

With the proposed Tiny Home ADU, 225 Evans Street will be required to have a total of three off-street parking spaces:

- Single family detached dwelling: two spaces (LMC 16-8-30)
- ADU: one space (LMC 16-10-70(c)(6))

The property at 225 Evans Street features a 42'-wide alley-facing off-street parking area with enough space for four vehicles under dimensions established by LMC 16-8-70.

Proposed Tiny Home ADU at 225 Evans Street

Conditional Use Application

3(d) Availability of utilities for conditional use

Per LMC 16-10-70(f) "Accessory dwelling units must be connected to the water, wastewater and electric utilities of the principal dwelling unit and may not have separate services". With a primary dwelling under 1,200 square feet, the owners of 225 Evans Street are permitted to build a conventional accessory dwelling unit up to 600 square feet per Ordinance 1071 and LMC 16-10-70(c)(4). Because the proposed 275 square foot Tiny Home ADU is 54% smaller than the maximum dwelling unit size permitted to be attached to the utilities of the principal dwelling unit, expected utilities usage will be significantly less than the maximum utilities burden allowed under the property's allowed uses.

Water (Blue)

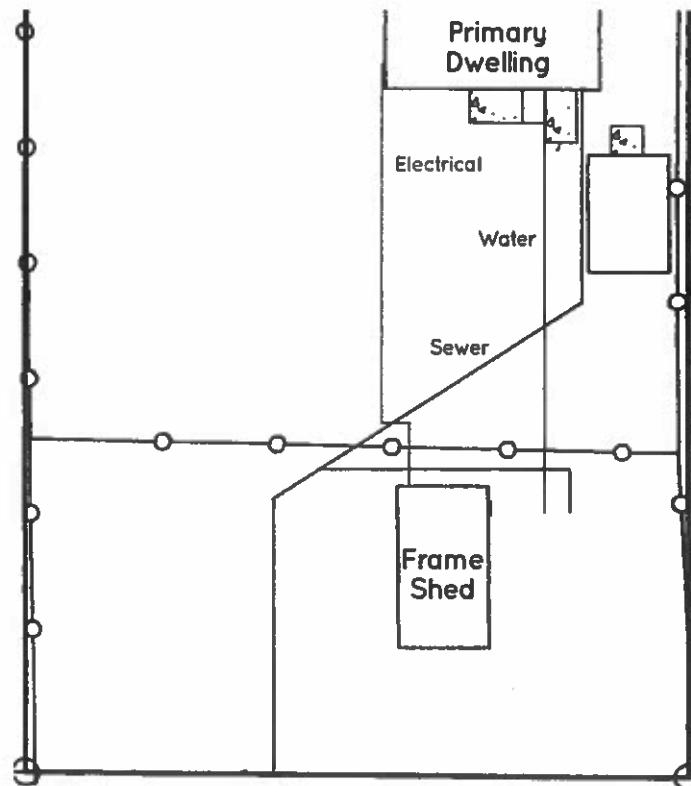
- ¾" PEX tied into house supply lines in basement

Power (Red)

- Dedicated 50A breaker in house panel
- 50A plug on side of shed
 - Matches tiny house 50A power supply

Sewer (Black)

- 4" sewer line tied into main house line near rear of property



Proposed Tiny Home ADU at 225 Evans Street

Conditional Use Application

3(e) Potential impacts on public facilities and services, including but not limited to fire, police, water, sanitation, roadways, parks, schools and transit

Density & Size

The proposed Tiny Home ADU will be installed at 225 Evans Street, which as an R-2A lot has a right by use for a detached second dwelling unit up to 800 square feet, and as a conditional use is allowed a conventional accessory dwelling unit of up to 600 square feet per Ordinance 1071 and LMC 16-10-70(c)(4). As such, the proposed Tiny Home ADU is not expected to impact fire, police, water, sanitation, roadways, parks, schools and transit beyond the existing planned density of the R-2A lot under the aforementioned permitted uses. Furthermore, as a significantly smaller unit (275 square feet) with lower occupancy than a larger-sized second unit meeting the specifications above, the ADU is expected to have a lower impact than the aforementioned permitted options for a second unit on the property.

Tax Revenue

As a movable structure, a tiny home on wheels is taxed under the Colorado Department of Transportation's specific ownership tax regime as a Class D vehicle, rather than assessed as a permanent improvement to the land upon which it is located. While tax on residential property is formulated using a 7.15% assessment rate per the Gallagher Amendment, specific ownership tax on a Class D vehicle is formulated using an 85% assessment rate, resulting in an average tax rate over the first nine years of 0.75%, comparable to Lyons' effective property tax rate of 0.82%. Per Colorado state law, county governments must distribute specific ownership tax revenue proportionally between applicable tax districts based on the percentage of property tax revenue received by each respective tax district, resulting in a distribution of specific ownership tax revenue that is comparable to the distribution of property tax revenue among the districts.

Specific Ownership Tax		Property Tax	
<ul style="list-style-type: none"> ● 0.75% effective tax rate ● Nominal rate * 85% assessment rate 		<ul style="list-style-type: none"> ● 0.82% effective tax rate ● 115 mills * 7.15% assessment rate 	
	<u>Tax Rate</u>		
	<u>Nominal</u>	<u>Effective</u>	
Year 1	2.10%	1.79%	
Year 2	1.50%	1.28%	
Year 3	1.20%	1.02%	
Year 4	0.90%	0.77%	
Year 5	0.45%	0.38%	
Year 6	0.45%	0.38%	
Year 7	0.45%	0.38%	
Year 8	0.45%	0.38%	
Year 9	0.45%	0.38%	
Average Years 1-9	0.88%	0.75%	

Proposed Tiny Home ADU at 225 Evans Street

Conditional Use Application

3(f) Fiscal Impact Analysis

Waived by Town Planner.

3(g) Environmental Impact Analysis

Waived by Town Planner. The proposed Tiny Home ADU will not be built on a foundation and in case of removal from the property at a future date, the helical piers anchoring the Tiny Home can be removed from the ground, leaving no permanent impact on the property.

3(h) Relationship between the proposal and the Comprehensive Plan

Coupled with a pre-disaster recognition by the community that there already existed a lack of housing options to accommodate the diverse population that calls Lyons home, the need for sustainable, and well-conceived housing opportunities to replace that which was lost or lacking is of the highest priority for the town...there are a number of new technologies and ideas for sustainable housing that are being championed locally that ought to be given fair consideration.
-Lyons Recovery Action Plan, Housing Introduction

Affordable by nature means building affordability into the design through steps such as reducing lot size, decreasing square footage, increasing housing and lot density, building Accessory Dwelling Units, etc.
-Lyons Recovery Action Plan, Housing 1.3.1

Tiny homes are a relatively new housing idea that by design feature significantly smaller square footage in order to reduce cost as well as improve the environmental sustainability of the resource usage of a dwelling. The proposed Tiny Home ADU represents an opportunity to add a smaller, more affordable, more sustainable housing unit that would contribute to diversifying the town's housing stock.

Proposed Tiny Home ADU at 225 Evans Street

Conditional Use Application

Balance the demands of trying to achieve environmental and economic sustainability with community character and historical preservation and the rights of property owners.

-Lyons 2010 Comprehensive Plan, Guiding Principles

Community Character, Historical Preservation and the Rights of Property Owners

In the last twenty-five years, the price of 225 Evans Street has increased by a factor of over 1000%, despite no significant changes to the small residence located on the property. While the dramatically higher land value creates pressure to develop a larger dwelling to maximize the value of the property, the new owners of the property intend to keep the current house, which was constructed in 1910. Although the property owners have a right by use to develop a significantly larger second dwelling on the property (up to 800 square feet), they are choosing to install a Tiny Home ADU, which in terms of both size and aesthetic will be more compatible with the character of the surrounding neighborhood than a modern, newly-constructed second unit would be.

Environmental Sustainability

Home size across the country has dramatically increased in recent decades, with an average new home size now of approximately 2,500 square feet, an increase of 150% compared with new homes constructed in 1950, per the US Census Bureau. Larger homes require more power, particularly to heat and cool a larger enclosed living area, and according to Boulder County, energy used to power and condition homes and commercial buildings accounts for 56% of all greenhouse gas emissions. By the nature of its size, a tiny home requires significantly less energy to heat and cool, thereby making a tiny home a significantly more environmentally sustainable option than new conventional construction, which is typically seven to ten times larger.

Economic Sustainability

With smaller size comes lower rent, and rent for the proposed Tiny Home ADU will be significantly more economically sustainable for the tenant than renting a larger, conventional home in Lyons.

Proposed Tiny Home ADU at 225 Evans Street

Conditional Use Application

3(i) Public benefits arising from the proposal

Improved Character of Property

The proposed Tiny Home ADU will replace the dilapidated barn currently on the property with a beautiful, recently-constructed Tiny Home ADU whose appearance matches the physical character of the surrounding area.

Increased Lot Line Setbacks

The dilapidated barn currently on the property sits at the rear of the property, with no setback to the rear or side lot lines. The proposed Tiny Home ADU will feature five foot setbacks from the rear and side lot lines, significantly improving setbacks to both the alley and the neighboring property.

Increased Structure Separation

The dilapidated barn currently on the property is separated from the frame shed by only four feet. The proposed ADU will be installed five feet from the shed, increasing separation between buildings on the property.

Reduced Fire Hazard

While not connected to the electrical grid or otherwise posing any immediate danger, the unmaintained, dilapidated barn currently on the property is a future potential fire hazard, and will be removed in conjunction with the installation of the proposed Tiny Home ADU.

Reduced Building Infiltration

The footprint of the proposed Tiny Home ADU is smaller than the dilapidated barn currently on the property, and replacement of the barn will reduce the total square footage of the property occupied by structures.

Increased Housing Diversity

The Lyons Comprehensive Plan recognizes a need to expand housing options within the town with more diverse, affordable and sustainable housing stock. The proposed Tiny Home ADU represents an opportunity to add a smaller, more affordable, more sustainable housing unit that would contribute to diversifying the town's housing stock.

Increased Spending Within Town

The proposed Tiny Home ADU will increase disposable income for both the tenant and landlord, by virtue of a more affordable rental rent for the tenant and generation of rental income for the landlord. The town should expect a portion of the aforementioned increased disposable incomes to be spent at businesses located in town, particularly by the tenant, who works at home.

Proposed Tiny Home ADU at 225 Evans Street

Conditional Use Application

4. Improvement Land Certificate

See ILC and proposed Tiny Home ADU details on the following pages.

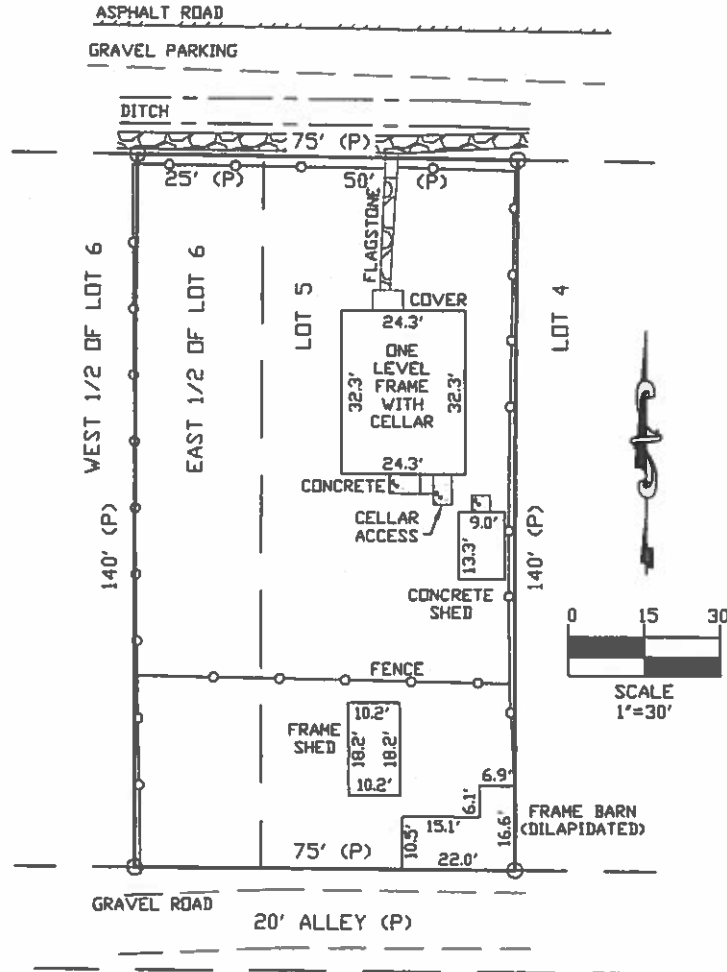
IMPROVEMENT LOCATION CERTIFICATE

LEGAL DESCRIPTION:
PER RECEPTION NO. 3460279:

LOT 5 AND THE EAST 1/2 OF LOT 6, BLOCK 19, TOWN OF LYONS, COUNTY OF BOULDER, STATE OF COLORADO EXCEPT THE SOUTH 10 AS REFERENE IN DEED RECORDED SEPTEMBER 21, 1959 IN BOOK 1123 AT PAGE 3, OF BOULDER COUNTY RECORDS.

225 EVANS STREET
60' R.O.W. (P)

PROFESSIONAL LAND SURVEYING
GREEN MOUNTAIN SURVEYING
SAMUEL A. KNIGHT
P.L.S., C.F.E.D.S.,
1195 EDINBORO DR.
BOULDER, CO 80305
303-601-8588



Notes:

- 1-TTHIS CERTIFICATE WAS PREPARED WITHOUT THE BENEFIT OF A PROVIDED TITLE COMMITMENT AND DOES NOT PURPORT TO BE A TITLE SEARCH BY GREEN MOUNTAIN SURVEYING LLC.
- 2-THIS CERTIFICATE IS BASED ON A COMBINATION OF FOUND MONUMENTATION, PLATTED RIGHTS OF WAY, AND OCCUPATION LINES IN THE AREA.
- 3-FENCES ARE NOT COINCIDENT WITH THE LOT LINES AS SHOWN HEREON.
- 4-AN IMPROVEMENT SURVEY PLAT IS RECOMMENDED TO MORE ACCURATELY DEPICT THE RELATIONSHIP OF THE LOT LINES TO THE IMPROVEMENTS SHOWN HEREON.

I HEREBY CERTIFY THAT THIS IMPROVEMENT LOCATION CERTIFICATE WAS PREPARED FOR JOE KUCKLA, THAT IT IS NOT A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT, AND THAT IT IS NOT TO BE RELIED UPON FOR THE ESTABLISHMENT OF FENCE, BUILDING, OR OTHER FUTURE IMPROVEMENT LINES.

I FURTHER CERTIFY THAT THE IMPROVEMENTS ON THE ABOVE DESCRIBED PARCEL ON THIS DATE, JANUARY 20, 2017, EXCEPT UTILITY CONNECTIONS, ARE ENTIRELY WITHIN THE BOUNDARIES OF THE PARCEL, EXCEPT AS SHOWN, THAT THERE ARE NO ENCROACHMENTS UPON THE DESCRIBED PREMISES BY IMPROVEMENTS ON ANY ADJOINING PREMISES, EXCEPT AS INDICATED, AND THAT THERE IS NO APPARENT EVIDENCE OR SIGN OF ANY EASEMENT CROSSING OR BURDENING ANY PART OF SAID PARCEL, EXCEPT AS NOTED.

Samuel A. Knight
SAMUEL A. KNIGHT
CO P.L.S. #38127

1/20/2017
DATE

Proposed Tiny Home ADU at 225 Evans Street Conditional Use Application

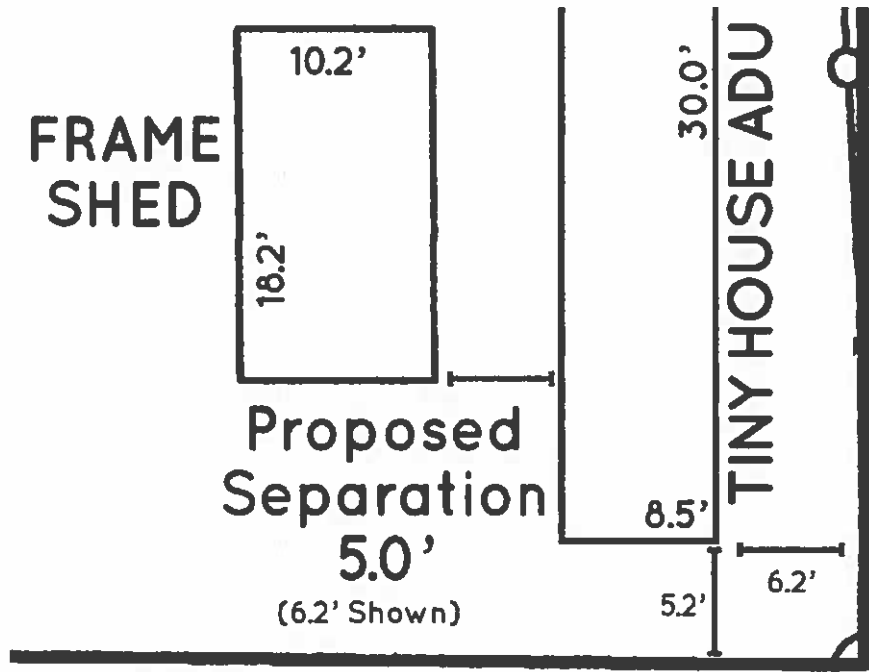
Proposed Tiny Home ADU

The proposed ADU will be located in the rear southeastern corner of the lot, as shown below. At the proposed location, the ADU will comply with all required setbacks:

- From Primary Dwelling: 42.1'
- From East Property Line: 6.2'
- From Accessory Building (Shed): 6.2'
- From South Property Line: 5.2'

Tiny Home ADU Location & Setbacks

The Tiny Home ADU will be located in the southeast corner of the lot, after demolition of the existing lot-line dilapidated barn. On 02/27/20, the Lyons Board of Adjustments granted a variance to the 10' building separation requirement of LMC 16-10-70(d), allowing a 5' minimum separation requirement between the Tiny House ADU and the shed.



Proposed Tiny Home ADU at 225 Evans Street

Conditional Use Application

5. Design Details for the Tiny Home on Wheels

Appearance & Size

LMC 16-10-70(d) subsections 5 & 6 establish design standards for Tiny Home ADUs with an overarching objective that the Tiny Home ADU's exterior appearance be single-family in character and compatible with the surrounding neighborhood. The code cites specific design elements to be considered, a number of which are incorporated in the design of the proposed Tiny Home ADU, as shown below.



- Wood panel siding
- Pre-manufactured insulated residential grade exterior doors
- Pre-manufactured insulated residential grade windows
- Residential style / type roofing materials
- Pitched roofing (3:12 pitch or steeper)
- Dormer
- Square footage: 275 sq ft
- Height: 13'4"

Fire & Life Safety

Detectors

Per Pacific West Associates' ANSI A119.5 certification (under sections 3.3 and 3.5), the proposed Tiny Home ADU features multiple smoke and carbon monoxide detectors in the living and sleeping areas.

Extinguisher

Per Pacific West Associates' ANSI A119.5 certification (under Section 3.4), the proposed Tiny Home ADU features a fire extinguisher with a 5-B:C rating.

Proposed Tiny Home ADU at 225 Evans Street

Conditional Use Application

Insulation

Per LMC 16-10-70(d)(4), Tiny Homes must have a minimum of R-13 insulation in the floor, walls, and roof. Below are details on the insulation levels for the proposed Tiny Home ADU.

Floor: R-25

- Cavity: 6" between subfloor and chassis flashing
- Cavity Insulation: 5" of rigid foam insulation (R-25 total at R-5 / inch)

Roof: R-25

- Cavity: 5.5" per 2x6 framing
- Cavity Insulation: 5" of rigid foam insulation (R-25 total at R-5 / inch)

Exterior Walls: R-18

- Cavity: 3.5" per 2x4 framing
- Cavity Insulation: 3.5" of Rockwool (R-15 total at R-4.3 / inch)
- Exterior Insulation: 0.5" Ox Engineered Structural Insulated Sheathing (R-3)

Egress

The loft / sleeping area of the proposed Tiny Home ADU features eight windows that each measure 20"x24", in compliance with LMC 16-10-70(d).

Certification

The proposed Tiny Home ADU is compliant with Lyons' standards for Tiny Home ADUs adopted in Ordinance 1047, and is certified as such by Pacific West Associates, an ASTM-accredited certification agency (see attached certification). The principles of Pacific West Associates, Chuck Ballard and Alex Ontiveros, attended and provided technical advice to the Town's discussions on Ordinance 1047.

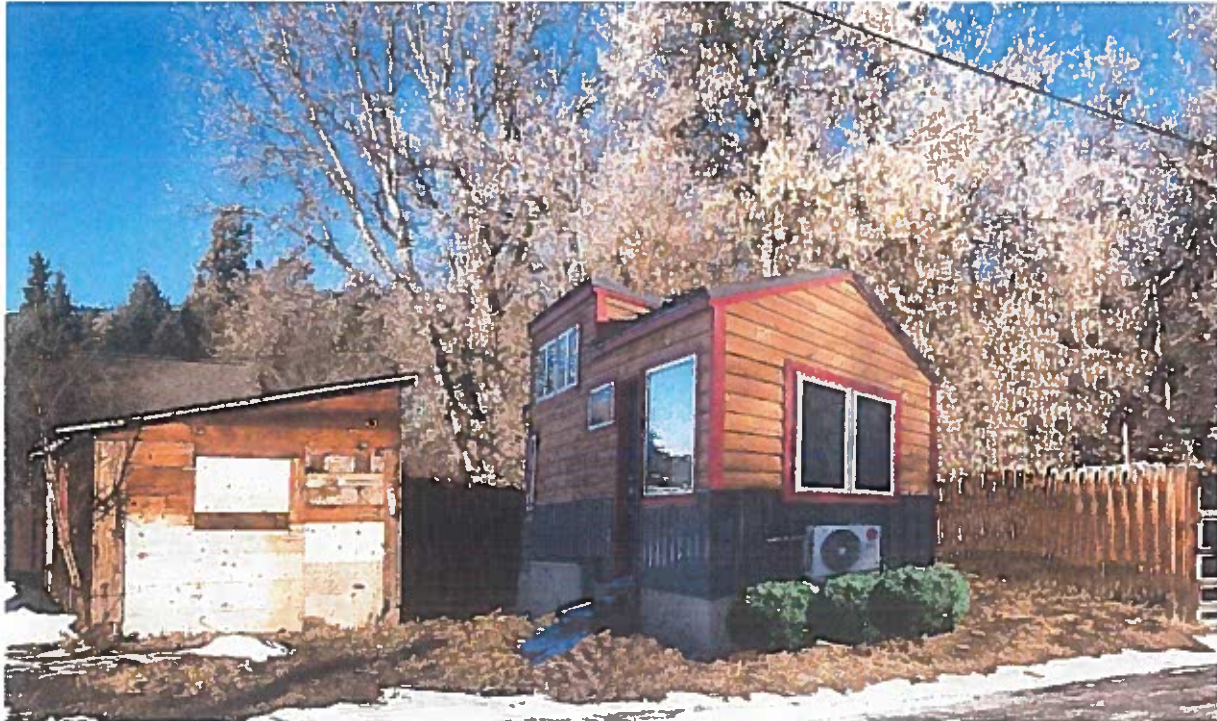
Proposed Tiny Home ADU at 225 Evans Street

Conditional Use Application

6. Preliminary Building Plans and Elevations

General Appearance - Site View from Alley

The proposed conditional use will replace a dilapidated lot-line barn with a beautiful, recently-constructed tiny home whose appearance matches the physical character of the surrounding area.



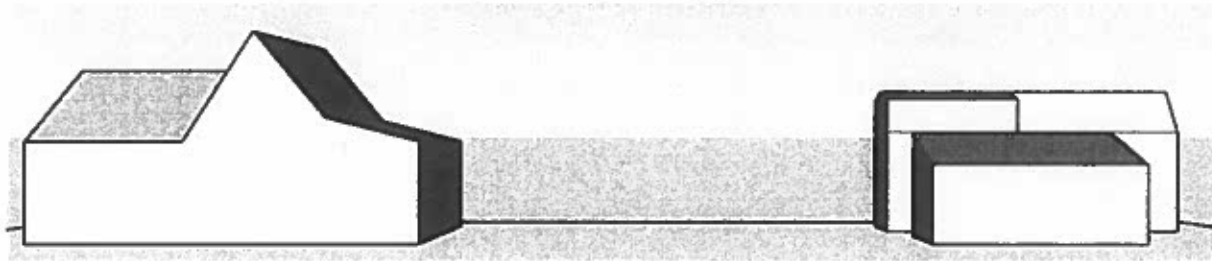
Proposed Tiny Home ADU at 225 Evans Street

Conditional Use Application

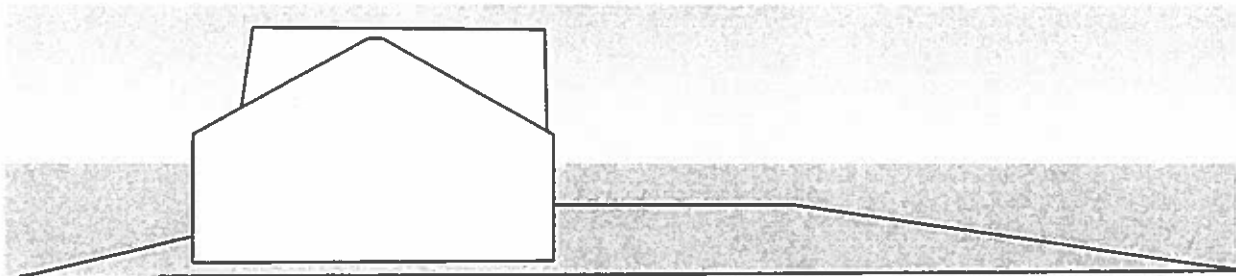
Elevations - Buildings on Lot

- Primary dwelling is 17'8" in height
- Shed is 9'4" in height
- Proposed Tiny Home ADU is 13'4" in height
 - Maximum Tiny Home ADU height is 17', per LMC 16-10-70(d)
 - Maximum allowable height of a conventional second dwelling is 30', per LMC 16-3-170

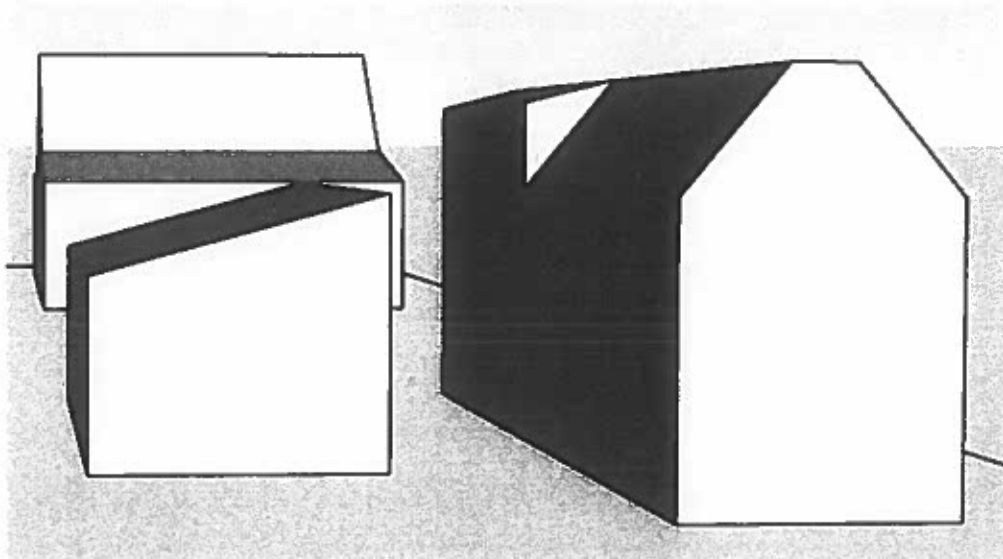
Side View (Looking East)



Front View (Evans Street)



Alley View



Proposed Tiny Home ADU at 225 Evans Street

Conditional Use Application

7. Stamped Engineering Report (Anchoring)

See stamped engineering report on following pages.



PHI DSE INC dba

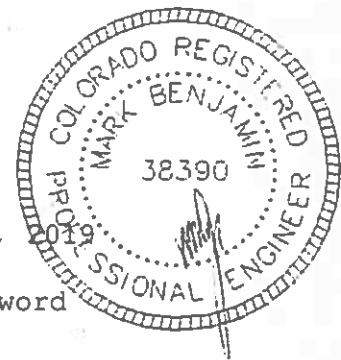
crownjade
DESIGN & ENGINEERING

PO Box 17, Ft. Collins, CO 80522-0017
www.crownjade.com
Phone: (970) 472 - 2394 | Fax: (970) 482 - 9409

STRUCTURAL OBSERVATION REPORT
Job No. SMHT1-19828

Date signed: December 13, 2019

This is a verified password
secured signature



Tad Smith
59 S. Taft Hill Rd.
Fort Collins, Colorado 80521

Re: Structural observation at your residence at
225 Evans St., Lyons

Dear Mr. Smith:

On December 13, 2019 I reviewed the plans for the tiny home on wheels at the subject address regarding wind force tiedowns. Structural design criteria includes: building code is 2015 International Residential Code (IRC) as amended by the local building jurisdiction; ground snow load of 30 psf; V-Ultimate wind speed is 140 mph, exposure C; seismic zone B.

You would like to install non-permanent anchors on the tiny home on wheels to resist the wind force. There are currently two (2) existing D-rings on both sides of the tiny home on wheels (4 total). Directly below each existing D-ring, install a helical anchor with a hold down capacity of 7,500 lbs. or more. Tightly connect the helical anchors to the D-rings with a 5/16" 7x19 galvanized cable (or similar 9,000 lb. cable) with appropriate cable clamps. Leave as little slack as possible in the new cable.

Inasmuch as the site review of an existing structure for the purpose of observing the structural conditions requires that certain assumptions be made regarding existing conditions, and because some of these assumption may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, the client agrees that, except for negligence on the part of the Engineer, the Client will hold harmless, indemnify and defend the Engineer from and against any and all claims arising out of the professional services the Engineer provides, with the stipulation that if conditions not identified in this report are discovered during subsequent inspections or repair work, this engineer should be contacted for appropriate re-evaluation and recommendations.

Engineered for the way you build ...

... Designed for the way you live.

Thank you for retaining us to perform this structural evaluation service. Please feel free to contact our office if you have any further questions.

Very truly yours,

KEITH BOWHAN, EI, BSCE

MARK BENJAMIN, PE, MSCE, SECB, CPHC

{Certified in the practice of structural engineering}

{Certified Passive House Consultant}

Copies: (1) verified password secured document. If submitting to a building department, provide CJDE with an email contact so that we may send it directly per most building department's request.