

DEVELOPMENT APPLICATION FORM

APPLICANT

Name(s): Deanne + Scott Day Phone #: 303 667 8617
 Address: 16722 Ruail Run Rd.
 City, State, Zip: Keenesburg, CO 80643
 2nd Phone #: 303-944-8807 Email: homesbydeanne@gmail.com

OWNER

Name(s): Same as applicant Phone #:
 Address:
 City, State, Zip:
 2nd Phone #: Email:

TECHNICAL REPRESENTATIVE (Consultant, Engineer, Surveyor, Architect, etc.)

Name: Curtis Hoar Phone #: 720-308-7562
 Address: P.O. Box 129
 City, State, Zip: Brighton, CO 80601
 2nd Phone #: 303-659-1532 Email: Curtis@amc@aol.com

DESCRIPTION OF SITE

Address:

City, State, Zip:

Area (acres or square feet):

Tax Assessor Parcel Number:

Existing Zoning:

Existing Land Use:

Proposed Land Use:

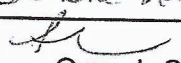
Have you attended a Conceptual Review? YES ☒ NO ☐

If Yes, please list PRE#:

I hereby certify that I am making this application as owner of the above-described property or acting under the authority of the owner (attached authorization, if not owner). I am familiar with all pertinent requirements, procedures, and fees of the County. I understand that the Application Review Fee is non-refundable. All statements made on this form and additional application materials are true to the best of my knowledge and belief.

Name:
Scott Day
Owner's Printed Name

Date:

Name:

Owner's Signature

Written Explanation

Zoning Change Request Letter

To: Adams County Planning and Development Department

From: Deanne Kouba Day

Address: 16722 Quail Run Road Keenesburg, CO 80643

Date: 5/2/25

Re: Zoning Change Request for 16722 Quail Run Road, Keenesburg, CO

Dear Planning Department,

My name is Deanne Kouba Day and I am the owner of the property at 16722 Quail Run Road. I am writing to respectfully request a zoning change to allow the exemption from subdivision of 6 acres from my property. My goal is to allow my son to build a home for his young family on this land — not only to raise their children in the same community he was raised in, but also to be close to us as we age and need support.

My husband and I purchased this property in 1999, and our son has called this community home since then. With my husband battling cancer and both of us growing older, our son wants to be nearby to support us in maintaining the land and helping us stay in our home for as long as possible.

This proposal is not just about a new house — it's about keeping our family together, honoring the land we've cared for over two decades, and investing in a future that aligns with the values you have laid out in the Advancing Adams Comprehensive Plan.

Consistency with the Comprehensive Plan

- Housing and Land Use Goals (Ch. 2 & 3): Our proposal supports the “Residential Low” future land use designation, allowing a single-family home on a large lot. There are a number of homes within a close distance to our property that vary in size from 1 acre and up.

- Agricultural & Cultural Heritage (Ch. 7): We plan to keep a garden and small animals, preserving agricultural tradition.

- Environmental Stewardship (Ch. 4): One home, limited development, and open land preserve natural resources.

- Health, Safety, and Welfare (Ch. 3 & 5): Enables our son to help care for us, improving our well-being and strengthening family support.

Alignment with Land Use, Transportation, and Open Space Maps

- Future Land Use Map: Fits low-density designation, not high-density development.

- Transportation Plan: Quail Run Road supports local access without disruption.

- Parks, Open Space, and Trails Plan: Maintains open space and contributes to environmental goals.

Why This Matters to Us — And the Community

This is not a development project. It's a family legacy. It's about our son staying rooted in the

land and family that raised him. It's about ensuring we are not alone in the years ahead.

With your support, we can help make that happen for him while respecting the County's long-term vision for smart growth, environmental responsibility, and community care.

Thank you for your time, your consideration, and the important work you do for families like ours in Adams County.

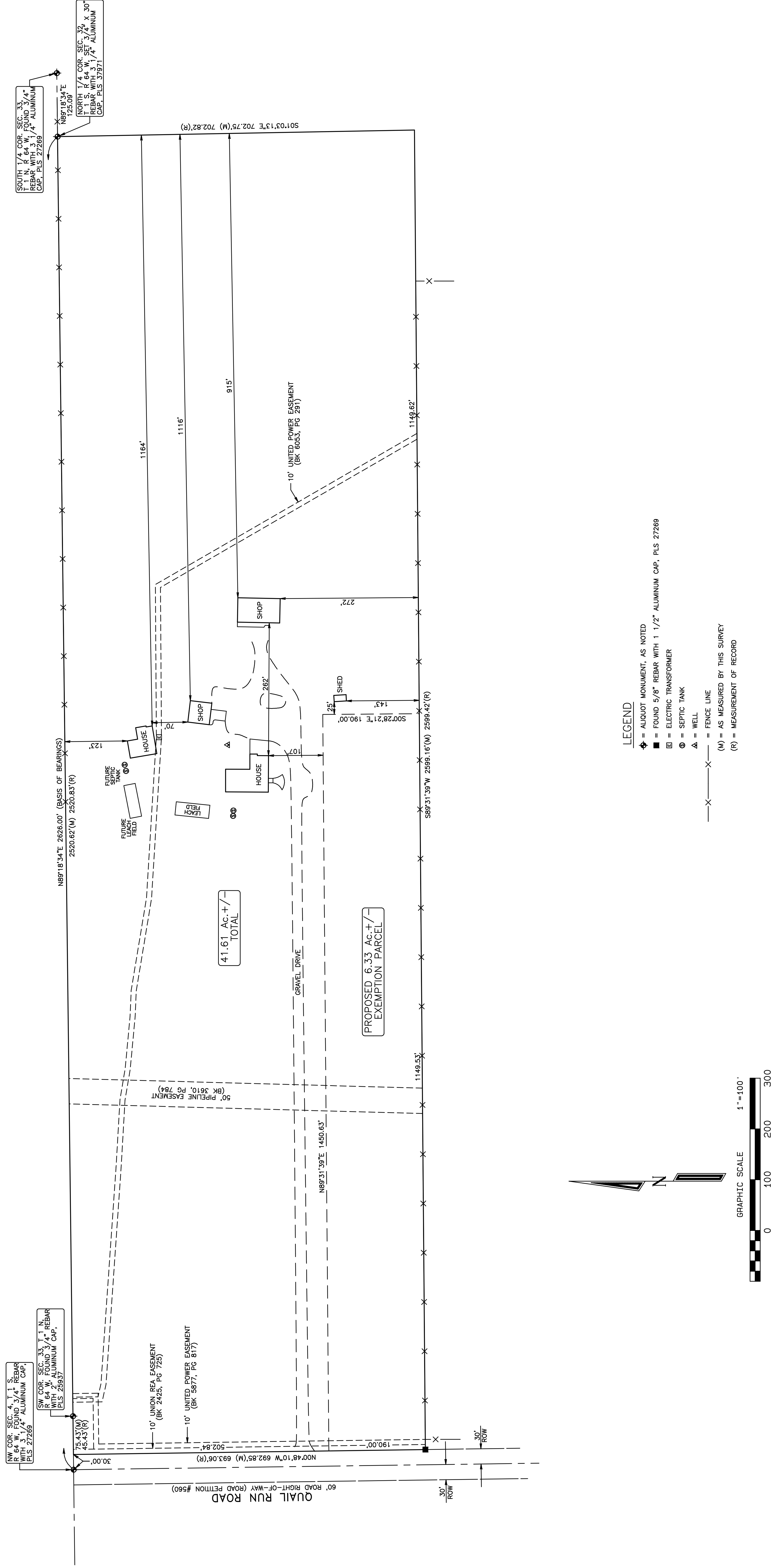
Warm regards,
Deanne Kouba Day
(303)-667-8617
Homesbuydeanne@gmail.com



DAY EXEMPTION FROM SUBDIVISION EXISTING CONDITIONS DIAGRAM

Part of the Northwest 1/4 of Section 4,
Township 1 South, Range 64 West of the 6th P.M.,
County of Adams, State of Colorado

Sheet 1 of 1



Part of the Northwest 1/4 of Section 4,
Township 1 South, Range 64 West of the 6th P.M.,
County of Adams, State of Colorado

KNOW ALL MEN BY THESE PRESENTS THAT SCOTT J. DAY AND DEANNE KUBA DAY AS JOINT TENANTS, BEING THE SOLE OWNERS OF THE FOLLOWING DESCRIBED TRACT OF LAND: A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTH LINE OF THE NORTHWEST 1/4 OF S&D SECTION 1 TO BEAR NORTH 89°18'34" EAST, BEING MONUMENTED ON THE EAST END BY A 3/4" REBAR WITH 3 1/4" ALUMINUM CAP, PLS 37971, AND ON THE WEST END BY A 3/4" REBAR WITH 3 1/4" ALUMINUM CAP, PLS 27269 WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

COMMENCING AT THE NORTHWEST CORNER OF LAND SECTION 4; THENCE NORTH 89°18'34" EAST, CONSIDERED WITH THE NORTH LINE OF LAND SECTION 4, A DISTANCE OF 174.00 FEET; THENCE EAST, CONSIDERED WITH THE NORTH LINE OF LAND SECTION 4, A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED AS BEING THE 1/4 SECTION 4, TOWNSHIP 36N, RANGE 10E, CLERK AND RECORDER FOR ADAMS COUNTY, COLORADO, AND THE EAST RIGHT-OF-WAY LINE OF QUAIL RUN, THENCE SOUTH 00°48'10" EAST, CONSIDERED WITH THE WEST LINE OF LAND SECTION 4, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°31'39" EAST, PARALLEL WITH AND 190.00 FEET NORTH OF THE WEST LINE OF SAID PARCEL, A DISTANCE OF 1450.63 FEET; THENCE SOUTH 00°28'21" EAST, CONSIDERED WITH THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 1149.93 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE NORTH 00°48'10" WEST, A DISTANCE OF 89.31'39" FEET, CONSIDERED WITH THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 1149.93 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°48'10" WEST, A DISTANCE OF 90.00 FEET TO THE TRUE POINT OF BEGINNING.

HAS BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF DAY EXEMPTION FROM SUBDIVISION.

OWNERS: SCOTT J. DAY AND DEANNE KUBA DAY, AS JOINT TENANTS

BY: DEANNE KIRBA DAY

THE FOREGOING CERTIFICATE OF OWNERSHIP WAS ACKNOWLEDGED BEFORE ME

BY: SCOTT J. DAY AND DEANNE KUBA DAY, AS JOINT TENANTS

SURVEYOR'S STATEMENT

I, CURTIS D. HOOS, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION, THAT THE MONUMENTS SHOWN HEREON ACTUALLY EXIST, AND THIS PLAT ACCURATELY REPRESENTS SAID SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CURTIS D. HOOS, PLS 37971
FOR AND ON BEHALF OF:
AMERICAN WEST LAND SURVEYING CO.
A COLORADO CORPORATION

1) BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 1 IS ASSUMED TO BEAR NORTH 89°18'34" EAST, BEING MONUMENTED ON THE EAST END OF SAID SECTION 1 BY A 3/4" ALUMINUM CAP, PLS 37971, AND ON THE WEST END OF SAID SECTION 1 BY A 3/4" REBAR WITH 3 1/4" ALUMINUM CAP, PLS 37971, AND ON THE WEST END OF SAID SECTION 1 BY A 3/4" REBAR WITH 3 1/4" ALUMINUM CAP, PLS 27269 WITH ALL BEARINGS SHOWN THEREON RELATIVE THERETO.

- 1) ANY PERSON WHO KNOWS, BELIEVES, OR DEDUCES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR NECESSARY CORNERS, CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
- 2) ANY PERSON WHO KNOWS, BELIEVES, OR DEDUCES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR NECESSARY CORNERS, CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
- 3) CERTIFICATION DEFINED: THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE PRACTICE OF LAND SURVEYING, CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE ACCURACY OF THE FINDINGS WHICH ARE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.
- 4) ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTIONS BASED UPON ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY OR THE SURVEYING INFORMATION REGARDING EASEMENTS AND RIGHTS-OF-WAY RECORD. SUCH DEFECT, IN NO EVENT MAY ANY ACTION BE COMPLETED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- 5) AMERICAN WEST LAND SURVEYING CO. RELIED UPON TITLE COMMITMENT PROVIDED BY TITLE GUARANTEE COMPANY DATED APRIL 3, 2023. ORDER NO. IN70866307 FOR SURVEYING INFORMATION REGARDING EASEMENTS AND RIGHTS-OF-WAY RECORD.
- 6) DISTANCES ON THIS DRAWING ARE EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF; A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1/1200/3937 METERS.
- 7) ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP DATED MARCH 5, 2023, MAP NO. 0800100385B, AND MAP DATED SEPTEMBER 1, 2023, MAP NO. 0800100385B, THE PROPERTY SHOWN HEREIN LIES WITHIN FLOOD ZONE "X" (AREAS OF MINIMAL FLOOD HAZARD).

THE POLICY OF THE COUNTY REQUIRES THAT MAINTENANCE ACCESS SHALL BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CURBULETS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE SUBSEQUENT DEVELOPMENT AGREEMENT. SHOULD THE OWNER FAIL TO MAINTAIN THE FACILITIES, THE COUNTY WILL BE REQUIRED TO MAINTAIN ALL SUCH MAINTENANCE FOR THE SOLE PURPOSE OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COST WILL BE ASSESSED TO THE PROPERTY OWNERS.

➤ = ALIQUOT MONUMENT, AS NOTED
 ● = SET 5/8" X 24" REBAR WITH 2" ALUMINUM CAP, PLS 37971
 ■ = FOUND 5/8" REBAR WITH 1 1/2" ALUMINUM CAP, PLS 272689
 () = AS MEASURED BY THIS SURVEY
 () = MEASUREMENT OF RECORD

APPROVED BY THE ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS

CHAIR

APPROVED AS TO FORM

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER IN THE STATE OF COLORADO

RECEPTION NO. _____





LAND TITLE GUARANTEE COMPANY

Date: April 08, 2025

Subject: Attached Title Policy/Guarantee

Enclosed please find your product relating to the property located at 16722 QUAIL RUN ROAD, KEENESBURG, CO 80643.

If you have any inquiries or require further assistance, please contact Land Title Residential Title Team at (303) 850-4141 or response@ltgc.com

Chain of Title Documents:

Adams county recorded 07/06/1999 at book 5814 page 466

Property Information Binder

CONDITIONS AND STIPULATIONS

1. Definition of Terms

The following terms when used in this Binder mean:

- (a) "Land": The land described, specifically or by reference, in this Binder and improvements affixed thereto which by law constitute real property;
- (b) "Public Records"; those records which impart constructive notice of matters relating to said land;
- (c) "Date": the effective date;
- (d) "the Assured": the party or parties named as the Assured in this Binder, or in a supplemental writing executed by the Company;
- (e) "the Company" means Old Republic National Title Insurance Company, a Minnesota stock company.

2. Exclusions from Coverage of this Binder

The company assumes no liability including cost of defense by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; taxes and assessments not yet due or payable and special assessments not yet certified to the Treasurer's office.
- (b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- (c) Title to any property beyond the lines of the Land, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) Mechanic's lien(s), judgment(s) or other lien(s).
- (e) Defects, liens, encumbrances, adverse claims or other matters: (a) created, suffered or agreed to by the Assured; (b) not known to the Company, not recorded in the Public Records as of the Date, but known to the Assured as of the Date; or (c) attaching or creating subsequent to the Date.

3. Prosecution of Actions

- 1. The Company shall have the right at its own costs to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein assured; and the Company may take any appropriate action under the terms of this Binder, whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.
- 2. In all cases where the Company does not institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

4. Notice of Loss - Limitation of Action

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Binder shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Binder until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Binder unless action shall be commenced thereon with two years after expiration of the thirty day period. Failure to furnish the statement of loss or damage or to commence the action within the time hereinbefore specified, shall be conclusive bar against maintenance by the Assured of any action under this Binder.

5. Option to Pay, Settle or Compromise Claims

The Company shall have the option to pay, settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Binder, or to pay the full amount of this Binder. Such payment or tender of payment of the full amount of the Binder shall terminate all liability of the Company hereunder.

6. Limitation of Liability - Payment of Loss

- (a) The liability of the Company under this Binder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the liability exceed the amount of the liability stated on the face page hereof.
- (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorneys' fees in litigation carried on by the Assured with the written authorization of the Company.
- (c) No claim for loss or damages shall arise or be maintainable under this Binder (1) if the Company after having received notice of any alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (d) All payments under this Binder, except for attorney's fees as provided for in paragraph 6(b) thereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Binder or an acceptable copy thereof for endorsement of the payment unless the Binder be lost or destroyed, in which case proof of the loss or destruction shall be furnished to the satisfaction of the Company.
- (e) When liability has been definitely fixed in accordance with the conditions of this Binder, the loss or damage shall be payable within thirty days thereafter.

7. Subrogation Upon Payment or Settlement

Whenever the Company shall have settled a claim under this Binder, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Binder not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to the rights and remedies in the proportion which the payment bears to the amount of said loss. The Assured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect the right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving the rights or remedies.

8. Binder Entire Contract

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Binder. No provision or condition of this Binder can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

9. Notices. Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.

10. Arbitration

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association.

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 and made a part of this policy.

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

CBRants

Craig B. Rants, Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(813) 371-1111 www.oldrepublictitle.com

By

C. Monroe

President

Attest

David Wold

Secretary

AMERICAN
LAND TITLE
ASSOCIATION



Old Republic National Title Insurance Company
PROPERTY INFORMATION BINDER

Order Number: IN70866307

Policy No.: PIB70866307.28219450

Liability: \$50,000.00

Fee: \$540.00

Subject to the exclusions from coverage, the limits of liability and other provisions of the Conditions and Stipulations hereto annexed and made a part of this Binder,

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY a Corporation, herein called the Company,

GUARANTEES

SCOTT J. DAY AND DEANNE KOUBA
DAY

Herein called the Assured, against loss, not exceeding the liability amount stated above, which the assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records as of

April 03, 2025 at 5:00 P.M.

1. Title to said estate or interest at the date hereof is vested in:

SCOTT J. DAY AND DEANNE KOUBA DAY

2. The estate or interest in the land hereinafter described or referred to covered by this Binder :

FEE SIMPLE

3. The Land referred to in this Binder is described as follows:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN; THENCE ALONG THE NORTH LINE OF SAID SECTION 4 SOUTH 89 DEGREES 58 MINUTES 17 SECONDS EAST, A DISTANCE OF 30.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF QUAIL RUN MILE ROAD, THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTH LINE OF SAID SECTION 4 SOUTH 89 DEGREES 58 MINUTES 17 SECONDS EAST, A DISTANCE OF 45.43 FEET TO THE SOUTHEAST CORNER OF SECTION 32 (STANDARD CORNER), TOWNSHIP 1 NORTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN; THENCE CONTINUING ALONG THE NORTH LINE OF SAID SECTION 4 NORTH 89 DEGREES 55 MINUTES 47 SECONDS EAST, A DISTANCE OF 2520.83 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE SOUTH 00 DEGREES 26 MINUTES 06 SECONDS EAST, A DISTANCE OF 702.82 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 14 SECONDS WEST, A DISTANCE OF 2599.42 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF QUAIL RUN MILE ROAD; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE NORTH 00 DEGREES 10 MINUTES 51 SECONDS WEST, A DISTANCE OF 693.06 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

4. The following documents affect the land:

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

Order Number: IN70866307

Policy No.: PIB70866307.28219450

NOTE: ADDITIONAL UPDATES TO THE EFFECTIVE DATE OF THE BINDER MAY BE REQUESTED BY THE PROPOSED INSURED. ONE UPDATE IS INCLUDED WITH THIS BINDER AT NO ADDITIONAL COST. ANY ADDITIONAL UPDATES WILL BE ISSUED AT THE COST OF \$135 PER UPDATE. FOR EACH UPDATE PROVIDED, A REVISED BINDER WILL BE ISSUED SHOWING A NEW EFFECTIVE DATE AND ANY MATTERS RECORDED SINCE THE EFFECTIVE DATE OF THE PREVIOUS BINDER.

THIS PRODUCT WILL ONLY BE UPDATED FOR 24 MONTHS FOLLOWING THE EFFECTIVE DATE OF THE ORIGINAL BINDER.

NOTE: THIS BINDER IS NOT A REPORT OR REPRESENTATION AS TO MINERAL INTERESTS, AND SHOULD NOT BE USED, OR RELIED UPON, IN CONNECTION WITH THE NOTICE REQUIREMENTS THAT ARE SET FORTH IN CRS 24-65.5-103.

NOTE: THIS BINDER DOES NOT REFLECT THE STATUS OF TITLE TO WATER RIGHTS OR REPRESENTATION OF SAID RIGHTS, RECORDED OR NOT.

1. EASEMENT GRANTED TO UNION RURAL ELECTRIC ASSOCIATION, INC., A COOPERATIVE CORPORATION, FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE OR SYSTEMS, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JANUARY 25, 1980, IN BOOK 2425 AT PAGE 725.

NOTE: CONSENT IN CONNECTION WITH SAID EASEMENT RECORDED MARCH 15, 2022 AT RECEPTION NO. 2022000022986.

2. OIL AND GAS LEASE BETWEEN LOUIS H. BULLARD (AKA L. H. BULLARD) AND EDWIN R. BULLARD AND HELEN BULLARD AND ZATAR, INC., RECORDED SEPTEMBER 22, 1980 IN BOOK 2491 AT PAGE 916 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

NOTE: THE ABOVE ITEM IS SHOWN FOR INFORMATIONAL PURPOSES ONLY. PER THE TEARMS OF THE INSTRUMENT, THE LEASE HAS EXPIRED.

3. TERMS, CONDITIONS AND PROVISIONS OF PIPELINE EASEMENT RECORDED OCTOBER 11, 1989 IN BOOK 3610 AT PAGE 784.

NOTE: SPECIFIC LOCATION IS NOT DEFINED.

4. TERMS, CONDITIONS AND PROVISIONS OF PERSONAL REPRESENTATIVE'S MINERAL DEED RECORDED JUNE 13, 1994 IN BOOK 4337 AT PAGE 866.

5. TERMS, CONDITIONS AND PROVISIONS OF MEMORANDUM OF GAS PURCHASE AND PROCESSING AGREEMENT RECORDED JULY 2, 1998 IN BOOK 5384 AT PAGE 62.

NOTE: SPECIFIC LOCATION IS NOT DEFINED.

6. TERMS, CONDITIONS AND PROVISIONS OF RIGHT-OF-WAY EASEMENT RECORDED SEPTEMBER 2, 1999 IN BOOK 5877 AT PAGE 817.

7. TERMS, CONDITIONS AND PROVISIONS OF RIGHT-OF-WAY EASEMENT RECORDED MARCH 3, 2000 IN BOOK 6053 AT PAGE 291.

8. OWNERSHIP OF MINERALS AND MINERAL RIGHTS AS CONTAINED IN MINERAL DEED RECORDED JULY 12, 2023 AT RECEPTION NO. 2023000039188.

9. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED OCTOBER 15, 2007, UNDER RECEPTION NO. 2007000097421.

NOTE: REQUEST FOR NOTICE ON SAID DEED OF TRUST RECORDED FEBRUARY 3, 2021, UNDER RECEPTION NO. 2021000013489.

10. DEED OF TRUST DATED JANUARY 26, 2021 FROM DEANNE KOUBA DAY AND SCOTT J. DAY TO THE PUBLIC TRUSTEE OF ADAMS COUNTY FOR THE USE OF MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY AS NOMINEE FOR CELEBRITY HOME LOANS, LLC TO SECURE THE SUM OF \$190,000.00, AND ANY OTHER AMOUNTS PAYABLE UNDER THE TERMS THEREOF, RECORDED FEBRUARY 03, 2021, UNDER RECEPTION NO. 2021000013135.

Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

Order Number: IN70866307

Policy No.: PIB70866307.28219450

11. DEED OF TRUST DATED DECEMBER 17, 2021 FROM SCOTT J. DAY AND DEANNE KOUBA DAY TO THE PUBLIC TRUSTEE OF ADAMS COUNTY FOR THE USE OF ZIONS BANCORPORATION, N.A. DBA VECTRA BANK COLORADO TO SECURE THE SUM OF \$800,900.00, AND ANY OTHER AMOUNTS PAYABLE UNDER THE TERMS THEREOF, RECORDED MARCH 30, 2022, UNDER RECEPTION NO. 2022000028270.

NOTE: THE ABOVE DEED OF TRUST SECURES A LINE OF CREDIT.



INVOICE

Land Title Guarantee Company
5975 Greenwood Plaza Blvd Suite 125
Greenwood Village, CO 80111
(303) 270-0445
Tax ID: 84-0572036

DAY & COMPANY, INC.
ATTN: DEANNE KOUBA DAY
730 EAST BRIDGE STREET
BRIGHTON, CO 80601

Reference

Your Reference Number:
Our Order Number: 70866307
Our Customer Number: 53430.8
Invoice (Process) Date: 04/08/2025
Transaction Invoiced By: Sheri Frantz
Email Address: sfrantz@ltgc.com

Invoice Number: 70866307
Property Address: 16722 QUAIL RUN ROAD, KEENESBURG, CO 80643
Parties: SCOTT J. DAY AND DEANNE KOUBA DAY

- Charges -

Property Information Binder	\$540.00
Amount Credited	\$0.00
Total Invoice Amount	\$540.00
Total Amount Due	\$540.00

Payment due upon receipt

Please reference Invoice No. 70866307 on payment
Please make check payable and send to:
Land Title Guarantee Company
5975 Greenwood Plaza Blvd Suite 125
Greenwood Village, CO 80111



WARRANTY DEED

C0564088
7/06/99 15:02:16
BK: 5814 PG: 0466-0467
10.00 DOC FEE: 8.90
CAROL SNYDER
ADAMS CO

THIS DEED, Made this 29th day of June, 1999 between
Lakeview Land Company, LTD., a Colorado limited partnership

of the County of Weld and
State of Colorado, grantor, and
Scott J. Day and Deanne Kouba Day

whose legal address is 14651 Hayesmount Mile Road, Brighton, CO 80601

of the County of Adams and State of Colorado, grantees:

WITNESS that the grantor for and in consideration of the sum of EIGHTY NINE THOUSAND AND 00/100, (\$89,000.00) Dollars, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantees, their heirs and assigns forever, not in tenancy in common but in JOINT TENANCY, all real property, together with improvements, if any, situate, lying and being in the County of Adams and State of Colorado, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

also known by street and number as TBD Quail Run Mile Road, Keenesburg, Colorado 80643

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain, and agree to and with the grantees, their heirs and assigns, that at the time of the enrolling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except general taxes for 1999 and subsequent years; except easements, restrictions, covenants, conditions, reservations and rights of way of record, if any;

State Documentary Fee
Date 8.90
\$

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantees, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

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

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

BY Verna D. Marshall
Verna D. Marshall, General Partner

Lakeview Land Company, LTD., a Colorado
limited partnership

BY Robert E. Bullard
Robert E. Bullard, General Partner

STATE OF COLORADO }
County of Adams } ss. The foregoing instrument was acknowledged before
me this 29th day of June, 1999

by Robert E. Bullard and Verna D. Marshall, General Partners of Lakeview Land Company,
LTD., a Colorado limited partnership

Witness my hand and official seal.
My commission expires 10-17-2002

3013239



No. 921A. Rev. 3-85

Melinda Baessler
NOTARY PUBLIC
15 South 4th Avenue
Brighton, COLORADO 80601

Proof Of Water

Hi Deanne,

Based on our conversation today, it sounds like you will be obtaining a subdivision exemption and creating a 35+ acre lot and 6-acre lot. The permitting options for a subdivision vs. a subdivision exemption are a little different.

If you are obtaining a subdivision exemption to split the parcel, then you could submit a request to amend permit no. 221914 to encumber only the 35+ acres on which it will be located by submitting the plat or metes and bounds description of that new area.

This would free up acreage so that you could apply for another exempt well permit on the newly created 6-acre lot. You could apply to drill into the Upper Arapahoe, Lower Arapahoe, or Laramie-Fox Hills aquifers. Based on the size of the parcel and the quantity of water estimated in each aquifer (between 0.7 - 1.5 acre-feet of water per year), if we could issue a new permit, the permit could allow household use and some limited lawn/garden irrigation and/or a few domestic animals such as horses or chickens.

The aquifers are listed in order of shallow to deep, so they will get more expensive the deeper you drill. We cannot guarantee that a permit can be issued prior to the evaluation of a complete application. However, my preliminary review did not reveal anything that I could find that would be an issue in amending permit no. 221914 and applying for a permit for the new lot.

Alternatively, once permit no. 221914 is amended, you could also share the well between the 2 lots so long as the total use of the well does not exceed the permitted limits. DWR would encourage that a well sharing agreement be recorded if the well will be shared.

Thank you,

Wenli Dickinson, P.E.
Water Resource Engineer
Denver Office Team 456 Lead

To whom it may concern:

Adams County Health Department (ACHD) has received communication that you intend to construct an Onsite Wastewater Treatment System (OWTS) for a proposed 42 acre site to be subdivided into a 35 acre and 6 acre single-family residences. ACHD will issue a permit for a new installation of an OWTS, provided that the proposed design meets all applicable requirements set forth in ACHD Regulation O-22, pursuant to Title 25-10-101, et seq. Colorado Revised Statutes and the Colorado Department of Public Health and Environment Water Quality Control Commission On-Site Wastewater Treatment System Regulation #43, 5 CCR-1002-43. Requirements from regulation O-22 that may be applicable to the septic system installation include (but are not limited to):

- A proposed septic system design,
- A soil test report near the proposed soil treatment area,
- Minimum horizontal setback distances between OWTS components and health impact features, as noted in table 6 of regulation O-22,
- A site visit performed by ACHD to determine the suitability of the site and of the proposed design, and
- A permit fee to be paid by the applicant to ACHD.

ACHD does not guarantee that permits or any other authorizations applicable to this property will be issued by other entities.

Sincerely,

Jeff

Jeff McCarron

Environmental Health Specialist IV, Water Program

ADAMS COUNTY, COLORADO

7190 Colorado Blvd, Commerce City, CO 80022

o: 720.340.7215 | Main: | jmccarron@adcogov.org

www.adamscountyhealthdepartment.org

To responsibly serve the Adams County community with integrity and innovation



Your Touchstone Energy® Cooperative 

Deanne Kouba Day
Day & Company, Inc.
Keenesburg, CO 80643
303-667-8617
homesbuydeanne@gmail.com

Dear Deanne Kouba Day:

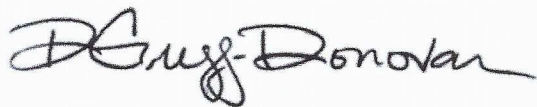
United Power is the provider of electric service in the area to the proposed residence located at 16722 Quail Run Rd.

.There is electrical distribution in the area that may or may not need to be upgraded, depending on the requirements of the site, in order to provide capacity and safe reliable power to the area.

Service will be provided according to the rules, regulations, and policies in effect by United Power at the time service is requested.

We look forward to this opportunity to provide electric service. If you have any questions, please give me a call at 303-637-1372.

Sincerely,



DGD:amv



Your Touchstone Energy® Cooperative

500 Cooperative Way
Brighton CO 80603-8728

www.unitedpower.com

Payment Due By
03/13/2025

Total Due
\$342.68

From Date	To Date	Days	Billing Date
01/20/2025	02/19/2025	30	02/21/2025

Service Address 16722 QUAIL RUN RD
RESIDENCE

Account # 6412101 District CENTRAL Cycle 4

Member Services 303-637-1300
Payments 844-980-3030
Report an Outage 303-637-1350

5248 0 AB 0.593
SCOTT DAY
DEANNE M DAY
16722 QUAIL RUN RD
KEENESBURG CO 80643-9744

5 5248
C-15



SMALL CHANGE CHANGING LIVES
SIGN UP TO ROUND UP & GIVE BACK

www.unitedpower.com/Round-Up



Rate	Meter	Prev Rdg	Pres Rdg	Mult	kWh	Dmd
RTD1	1538539	62575	63381	1	806	12.0
RTD2	1538539	64495	67041	1	2546	0.0

Demand Time/Date 01/21/2025 10:45 AM

ACTIVITY SINCE LAST BILL

Previous Balance	338.41
Payment Received - Thank You	-338.41
Balance Forward	0.00

CURRENT BILLING DETAIL

Energy On Peak	806 KWH @ 0.1525	122.92
Energy Off Peak	2,546 KWH @ 0.06	152.76
Demand Charge	12.000 KW @ 4.00	48.00
Fixed Charge		19.00
Current Month		342.68

TOTAL DUE 342.68

SCOTT DAY
DEANNE M DAY
16722 QUAIL RUN RD
KEENESBURG CO 80643-0000

Payment Due By
03/13/2025

Total Due
\$342.68

Account # 6412101

Amount Enclosed \$



United Power
Operation Round-Up
FOUNDATION

Pay Your Bill Online
Visit www.unitedpower.com

Pay Your Bill By Phone
Call 844-980-3030

Pay Your Bill By Mail
Return Stub with check payment

Please Make Checks Payable and Return to:

UNITED POWER
PO BOX 173703
DENVER CO 80217-3703

4



☐ Want your small change to give back? Round-up your bill to \$343.00 and check here to enroll in our Round-Up Assistance program.



00064121019 0000000000 0000342684 0000342684

16722 Quail Run Rd.
Keenoburg. Co 80643

ESCROW NO.: 3013239
DATE : June 17 1999

"EXHIBIT A"
LEGAL DESCRIPTION

COMMENCING at the Northwest corner of Section 4, Township 1 South, Range 64 West of the 6th P.M.; Thence along the North line of said Section 4 South 89 deg. 58 min. 17 sec. East, a distance of 30.00 feet to a point on the East right-of-way line of Quail Run Mile Road, the true point of beginning; Thence continuing along the North line of said Section 4 South 89 deg. 58 min. 17 sec. East, a distance of 45.43 feet to the Southeast corner of Section 32 (Standard Corner), Township 1 North, Range 64 West of the 6th P.M.; Thence continuing along the North line of said Section 4 North 89 deg. 55 min. 47 sec. East, a distance of 2520.83 feet to the Northeast corner of the Northwest 1/4 of said Section 4; Thence along the East line of the Northwest 1/4 of said Section 4 South 0 deg. 26 min. 06 sec. East, a distance of 702.82 feet; Thence North 89 deg. 59 min. 14 sec. West, a distance of 2599.42 feet to a point on the East right-of-way line of Quail Run Mile Road; Thence along said East right-of-way line North 0 deg. 10 min. 51 sec. West, a distance of 693.06 feet to the TRUE POINT OF BEGINNING, County of Adams, State of Colorado



TREASURER & PUBLIC TRUSTEE ADAMS COUNTY, COLORADO CERTIFICATE OF TAXES DUE

Account Number R0117424
Parcel 0156504200001
Assessed To
DAY SCOTT J AND
C/O:DAY DEANNE KOUBA
16722 QUAIL RUN RD
KEENESBURG, CO 80643-9744

Certificate Number 2025-258902
Order Number
Vendor ID Counter

Legal Description

SECT. TWN. R. NG. 4-1-64 DESC. COM AT NW COR SEC 4 TH E 30 FT TO PT ON E ROW LN QUAIL RUN MILE RD THE TRUE POB TH CONT E 45/43 FT TO SE COR 32/IN/64 TH CONT E 2520/83 FT TO NE COR NW4 SD SEC 4 TH S 702/82 FT TH W 2599/42 FT TO PT ON E ROW LN QUAIL RUN MILE RD TH ALG SD ROW LN N 693/06 FT TO POB 41/621A

Situs Address
16722 QUAIL RUN RD

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2024	\$3,958.42	\$0.00	\$0.00	(\$3,958.42)	\$0.00
Total Tax Charge					\$0.00
Grand Total Due as of 04/10/2025					\$0.00

Tax Billed at 2024 Rates for Tax Area 249 - 249

Authority	Mill Levy	Amount	Values	Actual	Assessed
RANGEVIEW LIBRARY DISTRICT	3.6670000	\$171.84	RES IMPRV LAND	\$133,760	\$8,310
FIRE DISTRICT 5 - SOUTHEAST	10.3030000	\$482.80	SINGLE FAMILY RES	\$620,749	\$38,560
ADAMS COUNTY	26.9440000	\$1,262.60	Total	\$754,509	\$46,870
SD 27	56.6440000	\$2,654.34			
URBAN DRAINAGE SOUTH PLATTE	0.1000000	\$4.69			
URBAN DRAINAGE & FLOOD CONT	0.9000000	\$42.17			
Taxes Billed 2024	98.5580000	\$4,618.44			
Senior		(\$660.02)			
Net Taxes Billed for 2024		\$3,958.42			

ALL TAX SALE AMOUNTS ARE SUBJECT TO CHANGE DUE TO ENDORSEMENT OF CURRENT TAXES BY THE LIENHOLDER OR TO ADVERTISING AND DISTRAINT WARRANT FEES. CHANGES MAY OCCUR; PLEASE CONTACT THE TREASURER'S OFFICE PRIOR TO MAKING A PAYMENT AFTER AUGUST 1. TAX LIEN SALE REDEMPTION AMOUNTS MUST BE PAID BY CASH OR CASHIER'S CHECK. SPECIAL TAXING DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE ON FILE WITH THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK, OR, THE COUNTY ASSESSOR.

This certificate does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax, or, miscellaneous tax collected on behalf of other entities, special or local improvement district assessments, or mobile homes, unless specifically mentioned.

I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding lien sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption on this date are as noted herein. In witness whereof, I have hereunto set my hand and seal.

TREASURER & PUBLIC TRUSTEE, ADAMS COUNTY, Alexander L Villagran

Alexander L. Villagran



4430 S. Adams County Parkway
Brighton, CO 80601



ADAMS COUNTY COLORADO

TREASURER'S OFFICE RECEIPT OF PAYMENT

Account	Parcel Number	Receipt Date	Receipt Number
R0117424	0156504200001	Apr 10, 2025	2025-04-10-SMO-9146

DAY SCOTT J AND
16722 QUAIL RUN RD
KEENESBURG, CO 80643-9744

Situs Address	Payor
16722 QUAIL RUN RD	DEANNE KOUBA DAY SCOTT DAY 16722 QUAIL RUN RD KEENESBURG, CO 80643-9744

Legal Description

SECT,TWN,RNG:4-1-64 DESC: COM AT NW COR SEC 4 TH E 30 FT TO PT ON E ROW LN QUAIL RUN MILE RD THE TRUE
POB TH CONT E 45/43 FT TO SE COR 32/1N/64 TH CONT E 2520/83 FT TO NE COR NW4 SD SEC 4 TH S 702/82 FT TH W
2599/42 FT TO PT ON E ROW LN QUAIL RUN MILE RD TH ALG SD ROW LN N 693/06 FT TO POB 41/621A

Property Code	Actual	Assessed	Year	Area	Mill Levy
RES IMPRV LAND - 1112	133,760	8,310	2024	249	98.558
SINGLE FAMILY RES - 1212	620,749	38,560	2024	249	98.558

Payments Received

Check \$1,979.21

Check Number 010963

Payor DEANNE KOUBA DAY SCOTT DAY 16722 QUAIL RUN RD
KEENESBURG, CO 80643-9744

Payments Applied

Year	Charges	Billed	Prior Payments	New Payments	Balance
2024	Tax Charge	\$3,958.42	\$1,979.21	\$1,979.21	\$0.00
				\$1,979.21	\$0.00
Balance Due as of Apr 10, 2025					\$0.00

ALL CHECKS ARE SUBJECT TO FINAL COLLECTION. THANK YOU FOR YOUR PAYMENT!

EMAIL: treasurer@adcgov.org | PHONE: 720.523.6160 | WEBSITE: www.adcotax.com