

CITY AND COUNTY OF BROOMFIELD SUBDIVISION IMPROVEMENT AGREEMENT
FOR
ANTHEM FILING NO. 9

THIS AGREEMENT, made and entered into this 25th day of October, 2005, by and between The CITY AND COUNTY OF BROOMFIELD, a Colorado municipal corporation and county, (the City), and PULTE HOME CORPORATION, (the Developer).

WHEREAS, Developer is the owner of a parcel of property (the Subdivision) situated in The City and County of Broomfield, the description of which is set forth in Exhibit A, and is incorporated herein by this reference; and

WHEREAS, Developer has designated the Subdivision as Anthem Filing No. 9 and wishes to obtain the City's approval of a final plat, a copy of which is attached hereto as Exhibit B and is incorporated herein by this reference;

NOW, THEREFORE, in consideration of the premises cited hereinabove and the mutual covenants and promises contained herein, the sufficiency of which is acknowledged, the parties hereto agree as follows:

1.0 Improvements. Developer shall furnish and install at its own expense, the improvements described on the Schedule of Improvements in Exhibit C (the Improvements), which is attached hereto and incorporated herein by this reference. The originals of maps appended to Exhibit C are filed with the city clerk.

1.1 Design and Construction. Construction of the Improvements shall be in strict conformance with the plans to be prepared by Developer and reviewed and accepted by the city engineer and with all policies, standards, and standards and specifications adopted by the City relating thereto. The city engineer's review and acceptance of the plans shall not limit or affect Developer's responsibility for design and construction.

1.2 Testing. Developer shall employ, at its own expense, a qualified testing company, previously approved by the City, to perform all testing of materials or construction that may be required by the City and shall furnish copies of test results to the city engineer.

1.3 Inspection. At all times during construction of the Improvements, the City shall have the right, but not the duty, to inspect materials and workmanship, and all materials and work shall conform to the accepted plans and specifications. Any material or work not conforming to the accepted plans and the City of Broomfield *Standards and Specifications for Design and Construction of Public Improvements* (Standards and Specifications) shall promptly be removed or replaced to the satisfaction of the city engineer at the Developer's expense.

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1.4 Utilities. When requested by the City, Developer shall furnish proof that proper arrangements have been made for the installation of water, sanitary sewer, gas, electric, cable television, and telephone services.

1.5 Completion of Improvements. The obligations of the Developer provided for in this paragraph I.0, including all subparagraphs hereof, shall be performed on or before September 30, 2006, and proper application for acceptance of the Improvements shall be made by such date.

1.5.1 No Improvements shall be deemed to be completed until the city engineer has certified, in writing, that the Improvement has been completed in general conformance with the plans therefor as accepted by the City.

1.5.2 Developer shall provide the city engineer with a sworn affidavit, signed by the Developer's authorized representative, that the Improvements completed have been paid for, in full, by the Developer. The Developer shall be responsible for the information so provided. Said written certification will be reviewed by the City, but the City shall assume no responsibility or liability to any party regarding the veracity of the information so provided.

1.5.3 Before the City accepts the Improvements, Developer shall furnish to the City reproducible "as constructed" drawings, certified accurate by the engineer referred to in paragraph 3.I.

1.5.4 The Improvements within the Subdivision may be constructed by the Developer in two or more phases as approved by the City and as more particularly described in Exhibit C.

1.6 Fees. Developer is responsible for all permit fees associated with the construction or installation of the improvements. These fees include but are not limited to Public/Private Improvement Permit fees, Grading Permit fees, Water License Fees, Water Tap and Meter fees, Building Permit fees and Contractor License fees.

2.0 Rights-of-way and Easements. Before commencing the construction of any Improvements herein agreed upon, the Developer shall acquire at its own expense good and sufficient streets or easements, free and clear of any liens or encumbrances, on all lands and facilities, if any, traversed by the proposed Improvements. All such streets and easements shall be dedicated or conveyed to the City and the documents of dedication or conveyance shall be furnished to the City for recording. A policy of title insurance insuring title in the City may be required by the City, and the Developer shall pay the premium for such title insurance policy.

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3.0 Engineering Services. Developer shall furnish, at its own expense, all engineering services required for the Subdivision and the Improvements.

3.1 Engineering services shall be performed by a professional engineer registered in the State of Colorado. Such engineering services shall conform in all respects to the Standards and Specifications.

3.2 Engineering services shall consist of, but not be limited to, survey, designs, plans and profiles, estimates, construction supervision, and the furnishing of necessary documents in connection therewith. All engineering plans shall be submitted for review by, and be subject to the stamped acceptance by the city engineer. The city engineer's review and acceptance does not relieve Developer or Developer's engineer of the responsibility for design and construction.

4.0 Liability.

4.1 Release of Liability. Developer shall indemnify and hold harmless the City from any and all suits, actions, and claims of every nature and description caused by, arising from or on account of any act or omission of the Developer, or of any other person or entity for whose act or omission Developer is liable, with respect to such construction of the Improvements; and Developer shall pay any and all judgments rendered against the City as a result of any suit, action, or claim together with all reasonable expenses and attorney's fees incurred by the City in defending any such suit, action or claim. The Developer shall require that all contractors and other employees engaged in construction of Improvements shall maintain adequate workmen's compensation insurance and public liability coverage and shall comply with the provisions of the Federal Occupational Safety and Health Act.

4.2 Drainage Liability. The Developer shall indemnify and hold harmless the City for any liability the latter may have on account of any change in the nature, direction, quantity, or quality of historical drainage flow resulting from the development of this subdivision or from the construction of streets or storm sewers therein. In addition, the Developer promises to reimburse the City for any and all costs including, but not limited to, reasonable attorney's fees, which the City incurs in acquiring or condemning any rights-of-way or easements which the City is required to acquire or condemn or which the City is held to have acquired or condemned, for drainage as a result of the development of this subdivision.

4.3 Tax Liability. The Developer shall pay all property taxes on property dedicated to the City to the extent such taxes are due as of the date of dedication or conveyance, and the Developer shall indemnify and hold harmless the City for any such property tax liability.

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5.0 Acceptance. If the Improvements are satisfactorily completed, then upon written request of Developer, accompanied by documents required by the Standards and Specifications, the City shall accept the Improvements in accordance with then-applicable procedures. Upon acceptance, said Improvements shall become public facilities and property of the City, subject to repair and replacement as set forth in section 923.00 of the Standards and Specifications. Until acceptance by the City Council, the Developer shall bear all risk of loss, damage, or failure to any of the Improvements.

5.1 If desired by the City, portions of the Improvements may be placed in service when completed, but such use shall not constitute an acceptance. Until the Improvements are accepted by the City, Developer shall be solely liable for any repairs or replacements which, in the opinion of the city engineer, shall become necessary. If, within thirty days after Developer's receipt of written notice from the City requesting such repairs or replacements, the Developer shall not have undertaken with due diligence to make same, the City may make such repairs or replacements at the Developer's expense and shall be entitled to draw upon the performance guarantee described in paragraph 7.0 either before undertaking to make such repairs or at any time thereafter. In case of emergency, such written notice shall be waived, and the City shall proceed as it deems necessary, at Developer's expense. Nothing in this section 5.1 shall be a restriction on the right or ability of the Developer to seek remedies at law or in equity against third parties who negligently or willfully caused such loss or damage.

5.2 The City may, at its option, issue building permits for construction on lots for which the Improvements detailed herein have been started, but not completed. The City shall not issue certificates of occupancy or install water meters for lots unless (1) the Improvements serving those lots are completed and placed in service; (2) the progress of work on the Improvements throughout the Subdivision is satisfactory to the City; and (3) all terms of this Agreement have been faithfully kept by the Developer. Any waiver of the terms of this Agreement by the City in any particular instance shall not be deemed a waiver of such terms in any subsequent instance. No delay in enforcement of the terms of this Agreement by the City shall be deemed a waiver of the City's rights hereunder.

6.0 Repair and Replacement. The Developer shall, at its own expense, make all needed repairs or replacements which in the opinion of the city engineer, shall become necessary during the two-year repair and replacement period for Improvements as proscribed in the City's *Standards and Specifications for Design and Construction of Public Improvements*. If, within thirty days after Developer's receipt of written notice from the City requesting such repairs or replacements, the Developer shall not have undertaken with due diligence to make same, the City may make such repairs or replacements at the Developer's expense and shall be entitled to draw upon the performance guarantee described in paragraph 7.0 either before undertaking to make

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such repairs or at any time thereafter. In case of emergency, such written notice shall be waived, and the City shall proceed as it deems necessary, at the Developer's expense.

7.0 Performance Guarantee. Before starting work on the Improvements and before any building permit is issued for any structure to be erected in the Subdivision, the Developer shall furnish to the City, at Developer's expense, a bond, an irrevocable letter of credit, or other performance guarantee, in a form and content satisfactory to the city attorney, in which the City is designated as the beneficiary of an amount equal to the total cost of the Improvements described in Exhibit C. The city engineer may permit the Developer to furnish the City with a performance guarantee for each phase or any combination of phases within the Subdivision for the Improvements described in Exhibit C. As provided in section 16-32-010 of the Broomfield Municipal Code, the Developer may provide the City with fifteen percent of the cost of the Improvements on the condition that the City will not issue building permits until all improvements are installed and completed within the Subdivision or within a phase of the Subdivision. Letters of credit shall be substantially in the form and content set forth in Exhibit D, attached hereto and incorporated herein, and shall be subject to the review and approval of the city attorney.

7.1 The estimated cost of completion of the Improvements may increase in the future. Accordingly, the City reserves the right to review and adjust the cost estimates at any time in the future, before or after Developer provides a letter of credit. Adjusted cost estimates will be made according to changes in the Construction Cost Index as published by the *Engineering News Record*. If the City adjusts cost estimates for the Improvements, the City shall give written notice to Developer. The Developer shall, within thirty days after receipt of said written notice, provide the City with a new or amended letter of credit in the amount of the adjusted cost estimates. If the Developer refuses or fails to so provide the City with a new or amended performance guarantee, the City may withhold building permits, water licenses, and certificates of occupancy within the Subdivision.

7.2 Releases of the letter of credit shall be in accordance with the Standards and Specifications.

7.3 The letter of credit shall be maintained at an amount sufficient to fund all remaining improvements, said amount to be determined by the city engineer, until all improvements have been accepted by the City. Thereafter, the letter of credit shall be maintained at the amount required by the Standards and Specifications during the two-year repair and replacement period referred to in paragraph 6.0.

7.4 If a letter of credit is to expire within fourteen calendar days and the Developer has not yet provided a satisfactory replacement, the City may draw on the letter of credit and either hold such funds as security for performance of this agreement,

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or spend such funds to finish improvements or correct problems within the Subdivision, as the City deems appropriate.

8.0 Availability of Utilities. The City will use every reasonable means to plan for and provide water and sewer services for the Subdivision. However, it is expressly understood by the Developer that the City cannot guarantee its ability to provide water or sewer services. The Developer, for itself, its heirs, successors, and assigns hereby acknowledges the municipal utility limitations of the City and agrees to accept and comply with all policies, ordinances, development criteria, and platting restrictions currently in effect or enacted in the future to allocate or regulate the use of the City's utility resources.

9.0 Breach of Agreement. If at any time this Agreement or any part hereof has been breached by the Developer or if satisfactory progress has not been made on the Improvements, the City may draw on the performance guarantee described in paragraph 7.0, may withhold approval of any or all building permits, certificates of occupancy, and water licenses applied for in the Subdivision, and, until the breach has been corrected by the Developer, shall be under no obligation to approve or to issue any additional building permits, certificates of occupancy or water licenses for any area within the Subdivision. If the City draws on the performance guarantee, it shall not be under obligation to complete the subdivision improvements. The City may use the proceeds for engineering expenses, consultants' fees and charges, legal fees and costs, the Improvements, reimbursements, or other expenses connected with the Subdivision. Notwithstanding the rights guaranteed by this paragraph, the City may pursue whatever additional remedies it may have at law or in equity. If the City brings legal action against the Developer or the issuer of the letter of credit or of the bond, and if the City is substantially successful in such litigation, the Developer shall pay the City's costs and attorneys' fees. The waiver of any one or more breaches of the Agreement shall not constitute a waiver of the remaining terms thereof.

10.0 Recording of Agreement. This Agreement shall be recorded and shall be a covenant running with the land herein described Exhibit A so that prospective purchasers and other interested parties are on notice as to the terms and provisions hereof.

11.0 Binding Effect. This Agreement shall be binding upon the heirs, successors, and assigns of the parties hereto.

12.0 Transfer or Assignments. No transfer or assignment of any of the rights or obligations of the Developer under this Agreement shall be permitted except as follows:

12.1 Prior to the sale or other transfer of the Subdivision as a unit the Developer shall obtain from the buyer or transferee a letter acknowledging the existence of this Subdivision Improvement Agreement, and agreeing to be bound thereby. Said letter shall be signed by the buyer or transferee, notarized, and delivered to the city clerk prior to the transfer or sale.



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12.2 In the event of a sale or transfer of any portion of the Subdivision, except to a bona fide home buyer, the seller or transferor and the buyer or transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Subdivision Improvement Agreement, unless prior to the transfer or sale an agreement satisfactory to the City, delineating and allocating between Developer and buyer or transferee the various rights and obligations of Developer under this Agreement, has been approved by the City Council.

13.0 Title and Authority. The Developer expressly warrants and represents to the City that it is the owner in fee simple of the property constituting the Subdivision, and further represents and warrants, together with the undersigned party or parties that the undersigned has or have full power and authority to enter into this Subdivision Improvement Agreement. The Developer and the undersigned party or parties understand that the City is relying on such representations and warranties in entering into this Agreement.

14.0 Special Provisions.

14.1 Metropolitan District. The City recognizes that metropolitan districts ("District") have been formed to install and maintain certain improvements. Nothing contained in this agreement is intended to preclude the District from performing certain of the Developers obligations under this agreement. Which, if any, of the Developer's obligations hereunder that will be performed by the District will be determined by separate procedures and documents and only with the express written approval of the City.

14.2 Future Water Restriction. If the City imposes restrictions related to limiting the planting of new landscaping materials or on the watering of existing landscaping due to the continued drought conditions, if such drought conditions have been declared by official action of the City Council of the City, the timeframe for completion of affected public and private landscaping improvements may be extended one additional landscaping season for each landscaping season impacted by the restrictions. If the timeframe is extended beyond the date, which is two years from the date of this agreement, the Developer shall provide a bond or letter of credit to the City equal to 100% of the value of the uncompleted public and private improvements, to the extent the City does not already have such bond or letter of credit.

14.3 Timing of Right-of-Way Landscape Improvements. Roadway and related sewer, water and drainage improvements shall be completed per the terms of the Preble Creek Anthem PUD Managed Growth and Development Agreement. The related right-of-way landscaping shall be completed no later than six months after roadway completion subject to impacts of the continued drought conditions, if such



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drought conditions have been declared by official action of the City Council of the City. In that event timing of the planting may be extended one additional landscaping season pursuant to the provisions of paragraph 14.2 of this agreement.

14.4 Regional Transportation District (RTD) Bus Stops. The Developer shall work with the City and RTD to provide future bus stops within the subdivision. Developer shall provide future bus stop amenities which shall consist of concrete pads in the roadways, shelters and concrete landings meeting accessibility requirements as mutually agreed upon by the City, RTD and Developer at such time as RTD routes are established within the subdivision.

14.5 Installation and Maintenance of Street Signs. The Developer shall install all regulatory and street name signs at the sole cost and expense of the Developer. Furthermore, the Anthem Home Owners Association shall own, repair, maintain and replace all regulatory and street name signs, which do not conform with the City Standards and Specifications at the sole cost and expense of the Home Owners Association. Signs are to be located and designed in a manner consistent with the Manual on Uniform Control Devices, as it may be revised from time to time, and in accordance with a plan prepared by a Colorado Registered Professional Engineer. Said plan and any proposed revisions or additions must be submitted to, and accepted by, the City Manager or his designee prior to being implemented. The implementation of this plan shall be inspected by the City Traffic Engineer and accepted as part of the improvements of this agreement.

14.6 Future Traffic Signals. Roadway intersections with arterial and connector roadways within the boundaries of the Anthem PUD (including, but not limited to, Lowell Boulevard, Sheridan Parkway, Preble Creek Parkway and Indian Peaks Parkway) shall be continually monitored for future traffic signal needs. If a future signal is justified by traffic engineering principles (traffic conditions, pedestrian characteristics, and physical characteristics) at a proposed or existing intersection, the Developer shall design and install the signal. Any reimbursement by the City for costs associated with future signals shall be per paragraph 9B of the Preble Creek PUD Managed Growth and Development Agreement as amended.

14.7 Timing of Construction of Improvements for Outlots (Tracts A through W). The outlot improvements shall be completed by the Developer, prior to the issuance of the 182nd building permit for the development (50%).

14.8 Maintenance of Outlot. For any outlot parcels dedicated to the City which are adjacent to Anthem Filing No. 9 platted lots, the Developer shall be responsible for the maintenance of the first two (2) foot wide section of land within the outlot, which is immediately adjacent to any platted lot until such time as the Developer conveys the maintenance responsibility by contract to the homeowners association.

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14.9 Erie Airpark Noise and Proximity Disclosure. The Developer shall notify all prospective home buyers and require all home buyers to acknowledge in writing the proximity of the property to the Erie Airpark, the Avigation Easement for the passage of aircraft in the airspace that may affect the lots and that may restrict or affect the potential uses of the lot, and that the lots may be subject to over flights by aircraft to and from the airport. This notification shall be in the form of a disclosure on the Site Development Plans that shall be displayed in the sales office. The form of the written acknowledgement by the home buyer is attached hereto and incorporated herein as Exhibit E.

14.10 Workmanship and Material. Workmanship and material which meets or exceeds the City of Broomfield *Standards and Specifications for Design and Construction of Public Improvements* shall be deemed to conform to said standards and specifications, subject to review and approval by the city engineer.

14.11 Completion of Plans. Where this Agreement requires the City or the City Engineer or other City official to review, approve, inspect, certify or accept plans or Improvements, the criteria and procedures for such review, approval, inspection, certification or acceptance shall be as set forth in the City's Standards and Specifications for Design and Construction of Public Improvements in effect as of the date of initial plan submittal, provided the Improvements are completed and accepted by the City on or before the date established for completion of improvements in paragraph 1.5 of this Agreement. If the Improvements are not completed by the date established in paragraph 1.5, the Developer shall be subject to any amendments subsequently made to the Standards and Specifications for Design and Construction of Public Improvements.

14.12 Rights-of-Way and Easements Fee Simple. For the purposes of establishing value for rights-of-way and easements title insurance policy amounts as required in paragraph 2.0 of this Agreement, the value of rights-of-way and other parcels dedicated to the City in fee simple on the plat or by separate instrument shall be calculated as \$1.00 per square foot and the value of easements shall be calculated at \$0.50 per square foot.

14.13 Master Performance Guarantee. A master performance guarantee means a bond, an irrevocable letter of credit, or other performance guarantee furnished by the Developer and accepted by the City pursuant to a master performance guarantee to collectively satisfy the Developer's obligations to furnish a performance guarantee arising under paragraph 7.0 of each Subdivision Improvement Agreement for approved subdivisions within the residential portions of the Preble Creek P.U.D. and Preliminary Plat. A master performance guarantee is furnished in lieu of the Developer providing a separate performance guarantee for the improvements described in each Subdivision Improvement Agreement. If the Developer furnishes a master performance



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guarantee to the City in a form and content satisfactory to the city attorney, then: (a) the master performance guarantee shall be deemed to satisfy the Developer's obligation to furnish a performance guarantee as required by paragraph 7 of this Agreement; (b) shall be maintained in an amount sufficient to fund all of the remaining improvements described in all of the Subdivision Improvement Agreements covered by the master performance guarantee; and (c) shall otherwise be subject to the terms and provisions of paragraph 7.

14.14 Special District Financing. Any obligation set forth in this Agreement for the financing and construction of public Improvements which are required to serve the Subdivision which will be owned by the City or a special district, and which will be available for general public use and serve essential governmental functions, may be undertaken, performed and completed by a special district, with the express written approval of the City; provided, however, the Developer shall remain liable for the performance of the Developer's obligations contained in this Agreement.

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THE CITY AND COUNTY OF BROOMFIELD,
a Colorado municipal corporation and county

Karen Stuart
Mayor

ATTEST:

Vicki Marcy
City Clerk

(SEAL)

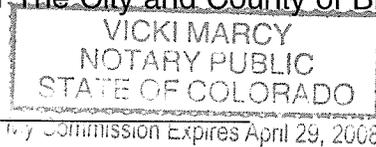
APPROVED AS TO FORM:

William A. Smith
City & County Attorney

STATE OF COLORADO)
) ss.
COUNTY OF BROOMFIELD)

The foregoing instrument was acknowledged before me this 25th day of October, 2005, by Karen Stuart, as Mayor of The City and County of Broomfield, a Colorado municipal corporation and county.

My commission expires: _____



Vicki Marcy
Notary Public

WITNESS my hand and official seal.



EXHIBIT 'A'

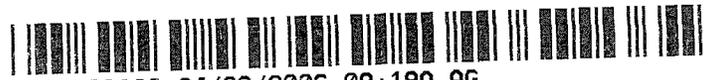
LEGAL DESCRIPTION – ANTHEM FILING NO. 9

October, 12 2005

A TRACT OF LAND BEING A PART OF SECTIONS 6 AND 7, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, BEING DESCRIBED AS FOLLOWS:

"COMMENCING" AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 6, AND CONSIDERING THE NORTH LINE OF SAID NORTHWEST QUARTER TO BEAR SOUTH 89°40'36" WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE SOUTH 13°03'52" EAST, A DISTANCE OF 128.15 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY No. 7, BEING ALSO THE NORTHWESTERLY CORNER OF TRACT 'A', ANTHEM FILING No. 7, A SUBDIVISION RECORDED AT RECEPTION No. _____ IN THE RECORDS OF THE OFFICE OF THE CLERK AND RECORDER OF THE CITY AND COUNTY OF BROOMFIELD, SAID POINT BEING THE **"POINT OF BEGINNING"**; THENCE ALONG THE WESTERLY BOUNDARY OF SAID ANTHEM FILING No. 7, THE FOLLOWING FOURTEEN (14) COURSES:

- 1) SOUTH 00°28'27" WEST, A DISTANCE OF 225.45 FEET;
- 2) NORTH 84°45'31" EAST, A DISTANCE OF 51.58 FEET;
- 3) SOUTH 18°57'29" EAST, A DISTANCE OF 43.35 FEET;
- 4) NORTH 79°40'29" EAST, A DISTANCE OF 63.72 FEET;
- 5) SOUTH 10°19'31" EAST, A DISTANCE OF 135.02 FEET;
- 6) SOUTH 78°32'30" EAST, A DISTANCE OF 19.00 FEET TO A NON-TANGENT POINT OF CURVE;
- 7) SOUTHEASTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 90°48'25", A RADIUS OF 51.00 FEET, AN ARC LENGTH OF 80.83 FEET AND A CHORD WHICH BEARS SOUTH 33°56'42" EAST, A DISTANCE OF 72.63 FEET TO A NON-TANGENT POINT;
- 8) SOUTH 10°39'05" WEST, A DISTANCE OF 110.00 FEET;
- 9) SOUTH 86°34'41" EAST, A DISTANCE OF 38.31 FEET;
- 10) SOUTH 01°42'46" EAST, A DISTANCE OF 198.92 FEET;
- 11) SOUTH 18°57'29" EAST, A DISTANCE OF 484.13 FEET;
- 12) SOUTH 65°01'50" WEST, A DISTANCE OF 280.46 FEET TO A POINT OF CURVE;



13) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 11°29'04", A RADIUS OF 704.50 FEET, AN ARC LENGTH OF 141.21 FEET AND A CHORD WHICH BEARS SOUTH 70°46'23" WEST, A DISTANCE OF 140.98 FEET;

14) SOUTH 13°29'05" EAST, A DISTANCE OF 91.00 FEET TO A NON-TANGENT POINT OF CURVE; THENCE WESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 20°58'05", A RADIUS OF 795.50 FEET, AN ARC LENGTH OF 291.12 FEET AND A CHORD WHICH BEARS SOUTH 86°59'57" WEST, A DISTANCE OF 289.50 FEET;

THENCE NORTH 82°31'01" WEST, A DISTANCE OF 178.53 FEET; THENCE SOUTH 07°22'49" WEST, A DISTANCE OF 100.69 FEET; THENCE SOUTH 00°48'38" EAST, A DISTANCE OF 60.41 FEET; THENCE SOUTH 13°59'58" EAST, A DISTANCE OF 60.41 FEET; THENCE SOUTH 24°27'24" EAST, A DISTANCE OF 225.44 FEET; THENCE SOUTH 23°02'42" EAST, A DISTANCE OF 73.08 FEET; THENCE SOUTH 07°36'04" EAST, A DISTANCE OF 484.48 FEET; THENCE SOUTH 05°04'25" WEST, A DISTANCE OF 88.69 FEET; THENCE SOUTH 25°09'35" WEST, A DISTANCE OF 129.75 FEET; THENCE SOUTH 38°22'09" EAST, A DISTANCE OF 38.22 FEET; THENCE SOUTH 20°01'20" EAST, A DISTANCE OF 111.48 FEET; THENCE SOUTH 16°59'10" EAST, A DISTANCE OF 134.70 FEET; THENCE SOUTH 40°07'07" WEST, A DISTANCE OF 151.93 FEET; THENCE 81°51'22" WEST, A DISTANCE OF 213.07 FEET; THENCE N 29°22'44" WEST, A DISTANCE OF 110.00 FEET; THENCE NORTH 11°30'53" WEST, A DISTANCE OF 57.79 FEET; THENCE NORTH 29°22'44" WEST, A DISTANCE OF 55.00 FEET; THENCE SOUTH 86°11'52" WEST, A DISTANCE OF 38.43 FEET; THENCE NORTH 71°39'26" WEST, A DISTANCE OF 149.15 FEET; THENCE NORTH 50°34'31" WEST, A DISTANCE OF 477.23 FEET; THENCE SOUTH 74°19'44" WEST, A DISTANCE OF 9.90 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 87°47'32", A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 30.65 FEET AND A CHORD WHICH BEARS SOUTH 30°25'58" WEST, A DISTANCE OF 27.73 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 22°09'09", A RADIUS OF 745.50 FEET, AN ARC LENGTH OF 228.24 FEET AND A CHORD WHICH BEARS SOUTH 02°23'14" EAST, A DISTANCE OF 286.44 FEET; THENCE SOUTH 08°41'21" WEST, A DISTANCE OF 314.59 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 22°02'37", A RADIUS OF 754.50 FEET, AN ARC LENGTH OF 290.28 FEET AND A CHORD WHICH BEARS SOUTH 02°19'57" EAST, A DISTANCE OF 288.49 FEET; THENCE SOUTH 13°21'16" EAST, A DISTANCE OF 957.09 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 18°00'02", A RADIUS OF 945.50 FEET, AN ARC LENGTH OF 297.05 FEET AND A CHORD WHICH BEARS SOUTH 04°21'15" EAST, A DISTANCE OF 295.83 FEET; THENCE SOUTH 04°38'46" WEST, A DISTANCE OF 498.41 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 161°48'50", A RADIUS OF 754.50 FEET, AN ARC LENGTH OF 2130.85 FEET AND A CHORD WHICH BEARS SOUTH 76°15'39" EAST, A DISTANCE OF 1490.04 FEET; THENCE NORTH 22°49'56" EAST, A DISTANCE OF 425.52 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 53°39'38", A RADIUS OF 620.50 FEET AN ARC LENGTH OF 581.13 FEET AND A CHORD WHICH BEARS NORTH 49°39'45" EAST, A DISTANCE OF 560.13 FEET; THENCE NORTH 76°29'34" EAST, A DISTANCE OF 253.88 FEET

TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 89°09'20", A RADIUS OF 30.00 FEET, AN ARC LENGTH OF 46.68 FEET; AND A CHORD WHICH BEARS NORTH 31°54'54" EAST, A DISTANCE OF 42.11 FEET TO A NON-TANGENT POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF LOWELL BOULEVARD; THENCE SOUTH 12°39'46" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 151.02 FEET TO A NON-TANGENT POINT OF CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 90°50'40", A RADIUS OF 30.00 FEET, AN ARC LENGTH OF 47.57 FEET AND A CHORD WHICH BEARS NORTH 58°05'06" WEST, A DISTANCE OF 42.74 FEET; THENCE SOUTH 76°29'34" WEST, A DISTANCE OF 251.66 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 53°39'38", A RADIUS OF 529.50 FEET, AN ARC LENGTH OF 495.91 FEET AND A CHORD WHICH BEARS SOUTH 49°39'45" WEST, A DISTANCE OF 477.98 FEET; THENCE SOUTH 22°49'56" WEST, A DISTANCE OF 425.52 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 161°48'50", A RADIUS OF 845.50 FEET, AN ARC LENGTH OF 2387.85 FEET AND A CHORD WHICH BEARS NORTH 76°15'39" WEST, A DISTANCE OF 1669.75 FEET; THENCE NORTH 04°38'46" EAST, A DISTANCE OF 498.41 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 18°00'02", A RADIUS OF 854.50 FEET, AN ARC LENGTH OF 268.46 FEET AND A CHORD WHICH BEARS NORTH 04°21'15" WEST, A DISTANCE OF 267.35 FEET; THENCE NORTH 13°21'16" WEST, A DISTANCE OF 451.27 FEET; THENCE SOUTH 76°38'44" WEST, A DISTANCE OF 72.17 FEET; THENCE SOUTH 67°09'47" WEST, A DISTANCE OF 124.07 FEET; THENCE SOUTH 60°42'18" WEST, A DISTANCE OF 358.86 FEET; THENCE SOUTH 53°47'51" WEST, A DISTANCE OF 114.16 FEET; THENCE SOUTH 18°26'37" WEST, A DISTANCE OF 85.42 FEET; THENCE SOUTH 71°34'20" WEST, A DISTANCE OF 208.64 FEET; THENCE SOUTH 89°27'45" WEST, A DISTANCE 499.63 TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE NORTH 00°15'39" WEST, ALONG SAID WEST LINE OF THE SOUTHWEST QUARTER, A DISTANCE OF 2098.83 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE NORTH 00°14'51" WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 1929.84 FEET TO THE SOUTHWEST CORNER OF ANTHEM COLORADO FILING No. 4, A SUBDIVISION RECORDED AT RECEPTION No. _____, SAID CITY AND COUNTY OF BROOMFIELD RECORDS; THENCE EASTERLY ALONG THE SOUTHERLY BOUNDARY OF SAID ANTHEM FILING No. 4, THE FOLLOWING EIGHT (6) COURSES:

- 1) NORTH 89°40'36" EAST, A DISTANCE OF 423.73 FEET;
- 2) NORTH 00°19'24" WEST, A DISTANCE OF 155.36 FEET;
- 3) NORTH 89°40'36" EAST, A DISTANCE OF 776.56 FEET;
- 4) SOUTH 00°14'36" EAST, A DISTANCE OF 15.13 FEET;
- 5) NORTH 74°05'25" EAST, A DISTANCE OF 56.30 FEET;

6) NORTH 89°40'36" EAST, A DISTANCE OF 956.81 FEET TO THE WEST LINE OF ANTHEM FILING No. 1, A SUBDIVISION RECORDED AT RECEPTION No. _____, SAID CITY AND COUNTY OF BROOMFIELD RECORDS; THENCE ALONG THE BOUNDARY OF SAID ANTHEM AT COLORADO FILING No. 1, THE FOLLOWING THREE (3) COURSES:

1) SOUTH 00°35'45" EAST, A DISTANCE OF 123.20 FEET;

2) NORTH 89°24'15" EAST, A DISTANCE OF 200.00 FEET;

3) NORTH 00°35'45" WEST, A DISTANCE OF 190.00 FEET TO THE SOUTH LINE OF SAID ANTHEM AT COLORADO FILING No. 4; THENCE NORTH 89°24'15" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 45.61 FEET TO THE SOUTHEAST CORNER OF SAID ANTHEM FILING No. 4; THENCE NORTH 00°28'27" EAST, ALONG THE EAST LINE OF SAID ANTHEM FILING No. 4, A DISTANCE OF 57.03 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY No. 7; THENCE NORTH 89°40'28" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 60.01 FEET TO THE "POINT OF BEGINNING".

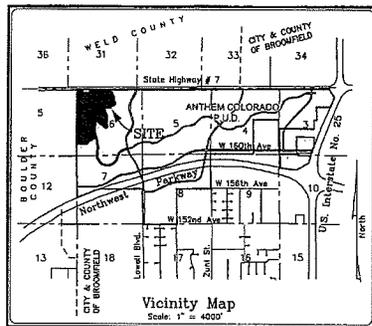
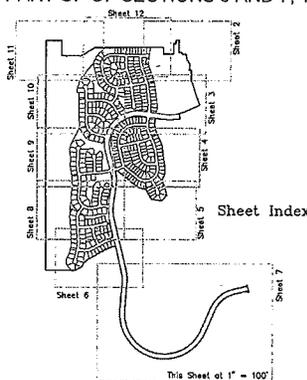
CONTAINING 199.172 ACRES OR 8,675,944 SQUARE FEET, MORE OR LESS.

ANTHEM FILING NO. 9

FINAL PLAT

BEING A PART OF OF SECTIONS 6 AND 7, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO

Sheet 1 of 12



LEGAL DESCRIPTION & DEDICATION

BY THESE PRESENTS, THE UNDERSIGNED, BEING THE OWNER OF:

A TRACT OF LAND BEING A PART OF SECTIONS 6 AND 7, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO, BEING DESCRIBED AS FOLLOWS:

"COMMUNIC" ON THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 6 BEING A FOUND 3 1/4" DIAMETER ALUMINUM CAP, L.S. 24542, WHENCE THE NORTHWEST CORNER THEREOF BEING A FOUND 3 1/4" DIAMETER ALUMINUM CAP, L.S. 24942 BEARS SOUTH 89°40'30" WEST, WITH ALL BEARINGS CONTAINED HEREIN, THENCE SOUTH 13°05'55" EAST, A DISTANCE OF 128.15 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY No. 7, BEING ALSO THE NORTHWESTERLY CORNER OF TRACT "A", ANTHEM FILING No. 7, A SUBMISSION RECORDED AT RECEPTION No. 1 IN THE RECORDS OF THE OFFICE OF THE CLERK AND RECORDER OF THE CITY AND COUNTY OF BROOMFIELD, SAID POINT BEING THE "POINT OF BEGINNING";

THENCE ALONG THE WESTERLY BOUNDARY OF SAID ANTHEM FILING No. 7, THE FOLLOWING FOURTEEN (14) COURSES:

- 1) SOUTH 00°28'27" EAST, A DISTANCE OF 225.45 FEET;
- 2) NORTH 84°48'31" EAST, A DISTANCE OF 51.58 FEET;
- 3) SOUTH 185°29'29" EAST, A DISTANCE OF 43.35 FEET;
- 4) NORTH 79°40'29" EAST, A DISTANCE OF 63.72 FEET;
- 5) SOUTH 10°19'31" EAST, A DISTANCE OF 155.02 FEET;
- 6) SOUTH 78°23'20" EAST, A DISTANCE OF 16.00 FEET TO A POINT ON A NON-TANGENT CURVE;
- 7) SOUTHEASTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 90°48'25", A RADIUS OF 53.00 FEET, AN ARC LENGTH OF 80.83 FEET AND A CHORD WHICH BEARS SOUTH 33°56'42" EAST, A DISTANCE OF 72.63 FEET TO A NON-TANGENT POINT;
- 8) SOUTH 10°29'05" WEST, A DISTANCE OF 116.00 FEET;
- 9) SOUTH 85°34'41" EAST, A DISTANCE OF 38.31 FEET;
- 10) SOUTH 01°42'46" EAST, A DISTANCE OF 198.93 FEET;
- 11) SOUTH 185°29'29" EAST, A DISTANCE OF 481.13 FEET;
- 12) SOUTH 85°01'50" WEST, A DISTANCE OF 280.48 FEET TO A POINT OF CURVE;
- 13) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 11°29'04", A RADIUS OF 704.50 FEET, AN ARC LENGTH OF 141.81 FEET AND A CHORD WHICH BEARS SOUTH 70°46'22" WEST, A DISTANCE OF 140.88 FEET;
- 14) SOUTH 132°58'05" EAST, A DISTANCE OF 91.00 FEET TO A POINT ON A NON-TANGENT CURVE;

THENCE DEPARTING SAID WESTERLY LINE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 20°59'03", A RADIUS OF 785.50 FEET, AN ARC LENGTH OF 281.12 FEET AND A CHORD WHICH BEARS SOUTH 86°59'57" WEST, A DISTANCE OF 288.50 FEET; THENCE NORTH 82°01'01" WEST, A DISTANCE OF 178.63 FEET; THENCE SOUTH 07°22'49" WEST, A DISTANCE OF 100.88 FEET; THENCE SOUTH 00°48'38" EAST, A DISTANCE OF 80.41 FEET; THENCE SOUTH 13°58'58" EAST, A DISTANCE OF 60.41 FEET; THENCE SOUTH 24°27'24" EAST, A DISTANCE OF 225.44 FEET; THENCE SOUTH 02°02'42" EAST, A DISTANCE OF 73.08 FEET; THENCE SOUTH 07°30'04" EAST, A DISTANCE OF 484.48 FEET; THENCE SOUTH 02°02'42" EAST, A DISTANCE OF 88.89 FEET; THENCE SOUTH 25°09'55" WEST, A DISTANCE OF 129.75 FEET; THENCE SOUTH 38°22'09" EAST, A DISTANCE OF 38.22 FEET; THENCE SOUTH 20°01'20" EAST, A DISTANCE OF 111.48 FEET; THENCE SOUTH 18°59'01" EAST, A DISTANCE OF 134.70 FEET; THENCE SOUTH 40°07'07" WEST, A DISTANCE OF 151.93 FEET; THENCE NORTH 81°51'22" WEST, A DISTANCE OF 233.00 FEET; THENCE NORTH 24°23'44" WEST, A DISTANCE OF 110.00 FEET; THENCE NORTH 11°30'53" WEST, A DISTANCE OF 57.79 FEET; THENCE NORTH 22°22'44" WEST, A DISTANCE OF 85.00 FEET; THENCE SOUTH 88°17'03" WEST, A DISTANCE OF 38.43 FEET; THENCE NORTH 71°39'26" WEST, A DISTANCE OF 149.15 FEET; THENCE NORTH 50°41'31" WEST, A DISTANCE OF 477.23 FEET; THENCE SOUTH 74°04'44" WEST, A DISTANCE OF 8.00 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 87°47'32", A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 30.65 FEET AND A CHORD WHICH BEARS SOUTH 30°25'36" WEST, A DISTANCE OF 27.73 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 20°09'00", A RADIUS OF 745.50 FEET, AN ARC LENGTH OF 228.84 FEET AND A CHORD WHICH BEARS SOUTH 02°23'14" EAST, A DISTANCE OF 288.44 FEET; THENCE SOUTH 08°41'21" WEST, A DISTANCE OF 314.83 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 22°02'37", A RADIUS OF 725.50 FEET, AN ARC LENGTH OF 280.88 FEET AND A CHORD WHICH BEARS SOUTH 02°18'57" EAST, A DISTANCE OF 288.40 FEET; THENCE SOUTH 13°21'16" EAST, A DISTANCE OF 957.09 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 18°00'24", A RADIUS OF 845.50 FEET, AN ARC LENGTH OF 287.05 FEET AND A CHORD WHICH BEARS SOUTH 04°21'55" EAST, A DISTANCE OF 298.83 FEET; THENCE SOUTH 04°58'46" WEST, A DISTANCE OF 484.41 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 48°41'40", A RADIUS OF 724.00 FEET, AN ARC LENGTH OF 230.68 FEET AND A CHORD WHICH BEARS SOUTH 76°13'09" EAST, A DISTANCE OF 1480.04 FEET; THENCE NORTH 22°49'58" EAST, A DISTANCE OF 425.52 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 53°59'38", A RADIUS OF 620.50 FEET, AN ARC LENGTH OF 581.13 FEET AND A CHORD WHICH BEARS NORTH 49°39'45" EAST, A DISTANCE OF 540.13 FEET; THENCE NORTH 78°58'04" EAST, A DISTANCE OF 255.88 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 89°09'07", A RADIUS OF 30.00 FEET, AN ARC LENGTH OF 46.68 FEET AND A CHORD WHICH BEARS NORTH 31°54'24" EAST, A DISTANCE OF 42.11 FEET TO A NON-TANGENT POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF LOWELL BOULEVARD; THENCE SOUTH 12°04'44" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 150.02 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 90°50'40", A RADIUS OF 30.00 FEET, AN ARC LENGTH OF 47.57 FEET AND A CHORD WHICH BEARS NORTH 58°05'03" WEST, A DISTANCE OF 42.74 FEET; THENCE SOUTH 78°28'04" WEST, A DISTANCE OF 281.66 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 53°39'38", A RADIUS OF 528.50 FEET, AN ARC LENGTH OF 495.84 FEET AND A CHORD WHICH BEARS SOUTH 78°28'04" WEST, A DISTANCE OF 477.48 FEET; THENCE SOUTH 22°49'58" WEST, A DISTANCE OF 425.52 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 48°41'40", A RADIUS OF 724.00 FEET, AN ARC LENGTH OF 230.68 FEET AND A CHORD WHICH BEARS NORTH 71°52'30" WEST, A DISTANCE OF 488.17 FEET; THENCE NORTH 04°29'47" EAST, A DISTANCE OF 488.41 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 18°00'24", A RADIUS OF 845.50 FEET, AN ARC LENGTH OF 287.05 FEET AND A CHORD WHICH BEARS NORTH 71°52'30" WEST, A DISTANCE OF 488.17 FEET; THENCE NORTH 04°29'47" EAST, A DISTANCE OF 488.41 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 18°00'24", A RADIUS OF 845.50 FEET, AN ARC LENGTH OF 287.05 FEET AND A CHORD WHICH BEARS NORTH 04°29'47" EAST, A DISTANCE OF 488.41 FEET; THENCE SOUTH 76°38'44" WEST, A DISTANCE OF 72.17 FEET; THENCE SOUTH NORTH 13°21'16" WEST, A DISTANCE OF 451.27 FEET; THENCE SOUTH 76°38'44" WEST, A DISTANCE OF 72.17 FEET; THENCE SOUTH

87°09'47" WEST, A DISTANCE OF 124.07 FEET; THENCE SOUTH 60°42'18" WEST, A DISTANCE OF 358.86 FEET; THENCE SOUTH 53°47'51" WEST, A DISTANCE OF 114.16 FEET; THENCE SOUTH 18°26'37" WEST, A DISTANCE OF 85.42 FEET; THENCE SOUTH 71°24'20" WEST, A DISTANCE OF 208.64 FEET; THENCE SOUTH 89°27'45" WEST, A DISTANCE OF 498.83 TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE NORTH 00°15'39" WEST, ALONG SAID WEST LINE OF THE SOUTHWEST QUARTER, A DISTANCE OF 2088.83 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 BEING A FOUND 3 1/2" DIAMETER ALUMINUM CAP, L.S. 6446; THENCE NORTH 00°14'51" WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 1928.84 FEET TO THE SOUTHWEST CORNER OF ANTHEM FILING No. 4, A SUBMISSION RECORDED AT RECEPTION No. 1 SAID CITY AND COUNTY OF BROOMFIELD RECORDS; THENCE EASTERLY ALONG THE SOUTHWEST BOUNDARY OF SAID ANTHEM FILING No. 4, THE FOLLOWING SIX (6) COURSES:

- 1) NORTH 89°40'30" EAST, A DISTANCE OF 423.73 FEET;
- 2) NORTH 00°19'24" WEST, A DISTANCE OF 155.36 FEET;
- 3) NORTH 89°40'30" EAST, A DISTANCE OF 276.58 FEET;
- 4) SOUTH 00°14'38" EAST, A DISTANCE OF 15.13 FEET;
- 5) NORTH 74°03'20" EAST, A DISTANCE OF 56.50 FEET;
- 6) NORTH 89°40'30" WEST, A DISTANCE OF 208.61 FEET TO THE WEST LINE OF ANTHEM FILING No. 1, A SUBMISSION RECORDED AT RECEPTION No. 1 SAID CITY AND COUNTY OF BROOMFIELD RECORDS;

THENCE ALONG THE BOUNDARY OF SAID ANTHEM FILING No. 1, THE FOLLOWING THREE (3) COURSES:

- 1) SOUTH 00°35'45" EAST, A DISTANCE OF 123.20 FEET;
- 2) NORTH 89°24'15" EAST, A DISTANCE OF 200.00 FEET;
- 3) NORTH 00°35'45" WEST, A DISTANCE OF 180.00 FEET TO THE SOUTH LINE OF SAID ANTHEM FILING No. 4;

THENCE NORTH 89°24'15" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 45.81 FEET TO THE SOUTHWEST CORNER OF SAID ANTHEM FILING No. 4; THENCE NORTH 00°28'27" EAST, ALONG THE EAST LINE OF SAID ANTHEM FILING No. 4, A DISTANCE OF 57.03 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY No. 7; THENCE NORTH 89°40'28" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 6001 FEET TO THE "POINT OF BEGINNING".

CONTAINING 139.172 ACRES OR 8,675,844 SQUARE FEET, MORE OR LESS.

HAS LAID OUT, PLATTED AND SUBMITTED THE ABOVE DESCRIBED LAND, UNDER THE NAME AND STYLE OF "ANTHEM COLORADO FILING No. 9" AND BY THESE PRESENTS DEDICATES, GRANTS AND CONVEYS IN FEE SIMPLE TO THE CITY AND COUNTY OF BROOMFIELD FOR PUBLIC USE THE STREETS AND PUBLIC WAYS AS SHOWN ON THE PLAT AND GRANTS TO THE CITY AND COUNTY OF BROOMFIELD ALL EASEMENTS AS SHOWN ON THE PLAT FOR PUBLIC AND MUNICIPAL USES AND FOR USE BY FRANCHISEES OF THE CITY AND COUNTY OF BROOMFIELD AND THE USE BY PUBLIC AND PRIVATE UTILITIES.

EXECUTED THIS _____ DAY OF _____, 2005.

OWNER:

PULTE HOME CORPORATION, A MICHIGAN CORPORATION

By: _____ As _____

NOTARY CERTIFICATE

STATE OF COLORADO)

COUNTY OF _____) ss.

SUBSCRIBED and sworn to before me this _____ day of _____, 2005 by _____ of PULTE HOME CORPORATION, A MICHIGAN CORPORATION.

WITNESS my hand and official seal. My commission expires: _____



Notary Public
V. Engineers
Scientists
Surveyors

228 Bank Street, Suite 150
Denver, CO 80202
303.893.8888
303.893.8922
www.VSusa.com

COMPANIES OF COLORADO, LTD.
Job No. 084043

GENERAL NOTES:

1. THERE ARE 384 LOTS WITHIN ANTHEM COLORADO FILING No. 9.
2. THE BEARINGS AS SHOWN HEREON ARE BASED UPON THE CONSIDERATION THAT THE LINE BETWEEN BROOMFIELD CONTROL POINT "LUCY" AND BROOMFIELD CONTROL POINT "GPS # 4" BEARS SOUTH 50°53'38" WEST (GRD). FOR THE PURPOSES OF THE LEGAL DESCRIPTION SHOWN HEREON TO REDUCE SAID VALUES TO STATE PLATTED VALUES, SAID LINES ARE MONUMENTED AS SHOWN HEREON.
3. PROJECT BENCHMARK - BROOMFIELD CONTROL POINT "LUCY". ELEVATION = 5297.00 (DATUM=NAVD 88)
4. THE COORDINATE SCALE FACTOR FOR THIS PLAT IS 0.999716287. THIS FACTOR IS TO BE APPLIED TO ANY GRID COORDINATE OR DISTANCE VALUES IN ORDER TO REDUCE SAID VALUES TO STATE PLATTED VALUES.
5. THE COLORADO COORDINATE SYSTEM SHOWN HEREON IS DEFINED AS ORDER CO-1, U-SG000 AS DESCRIBED IN THE "GEOMETRIC GEODETIC ACCURACY STANDARDS AND SPECIFICATIONS FOR USING GPS RELATIVE POSITIONING TECHNIQUES AND/OR STANDARDS AND SPECIFICATIONS FOR GEODETIC CONTROL NETWORKS" BY THE FEDERAL GEODETIC CONTROL COMMISSION.
6. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF THE CERTIFICATION SHOWN HEREON.
7. NO BUILDING PERMIT OR CERTIFICATE OF OCCUPANCY SHALL BE ISSUED FOR ANY BUILDING OR STRUCTURE WITHIN THE BOUNDARIES OF THIS FINAL PLAT UNLESS AND UNTIL AN OWNER'S TITLE POLICY HAS BEEN OBTAINED FROM THE CITY AND COUNTY OF BROOMFIELD AND THE PREMIUM PAID THEREIN IN ACCORDANCE WITH THE PROVISIONS OF 16-20-830(2) OF THE BROOMFIELD MUNICIPAL CODE.
8. UTILITY AND DRAINAGE EASEMENTS ARE GRANTED ALONG ALL LOT LINES AS FOLLOWS:
REAR LOT LINE = 10', SIDE LOT LINE = 5', FRONT LOT LINE = 8'.
9. 10' WIDE NON-EXCLUSIVE UTILITY EASEMENTS ARE GRANTED ALONG ALL TRACT LINES.
10. SETBACKS ALONG ALL LOT LINES ARE AS FOLLOWS:
FRONT LOT LINE = 20' REAR LOT LINE = 15' SIDE YARD CORNER = 15' SIDE LOT LINE = 7.5'
11. TRACTS "A", "C" THROUGH "I", "N", "O" THROUGH "U" AND "V" INCLUDE ARE TO BE DEDICATED TO THE CITY FOR OWNERSHIP AND MAINTENANCE.
12. TRACTS "B", "D" THROUGH "K", "M", "P", "T" AND "W" INCLUDE ARE TO BE DEDICATED TO THE H.O.A. FOR OWNERSHIP AND MAINTENANCE.
13. A PUBLIC ACCESS EASEMENT IS HEREBY GRANTED TO THE CITY AND COUNTY OF BROOMFIELD OVER THE 8 FOOT WIDE TRAIL FOR ALL PORTIONS OF SAID TRAIL LOCATED WITHIN TRACT "B". SAID ACCESS EASEMENT TO BE USED FOR MAINTENANCE, PUBLIC ACCESS, AND DRAINAGE AS REQUIRED AND SUBJECT TO AGREEMENT, THE FORDING TO FOOT ACCESS EASEMENT SHALL BE ALLOWED AS MEASURED 3 FEET FROM EITHER SIDE OF THE CENTERLINE OF THE ORIGINALLY CONSTRUCTED 8 FOOT WIDE TRAIL.
14. THE OWNER SHALL DISCLOSE TO PROSPECTIVE PURCHASERS OF LOTS WITHIN A RADIUS OF 200 FEET OF THE PLUGGED AND ABANDONED WELL OF (1) THE LOCATION OF THE PLUGGED AND ABANDONED WELL, (2) THE LOCATION OF THE MAINTENANCE AND WORKOVER EASEMENT, AND (3) THE PURPOSE FOR WELL MAINTENANCE AND WORKOVER ACTIVITIES WITHIN 200 FEET OF THE PLUGGED AND ABANDONED WELL.
15. THE UNDERSIGNED HAS RELIED UPON LAND TITLE GUARANTEE COMPANY COMMITMENT FOR TITLE INSURANCE, ORDER NUMBER AB07001758, DATED NOVEMBER 12, 2004 AT 5:00 P.M., FOR OWNERSHIP AND FOR THE PURPOSE OF SHOWING RECORDED EASEMENTS AND RIGHTS-OF-WAY ACCESS THESE PREMISES. THIS SURVEY AND PLAT DOES NOT CONSTITUTE A TITLE SEARCH BY VS CONSULTANTS TO DETERMINE OWNERSHIP OF APPLICABLE EASEMENTS AND RIGHTS-OF-WAY.

SURVEYORS CERTIFICATE

SURVEYOR'S CERTIFICATION:

I, WILLIAM G. BUNTROCK, A LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, HEREBY CERTIFY THAT PROPERTY EXCEPT AS SHOWN ON THIS PLAT, I FURTHER CERTIFY THAT I HAVE SURVEYED THIS PROPERTY AND THIS PLAT ACCURATELY AND PROPERLY SHOWS SAID PROPERTY AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON. THIS SUBMISSION PLAT COMPLETES WITH SECTION 38-3-1-105, COLORADO REVISED STATUTES.

WILLIAM G. BUNTROCK, P.L.S. 35588

FOR AND ON BEHALF OF VS COMPANIES OF COLORADO, LTD.

ATTORNEY'S CERTIFICATE

I, _____, AN ATTORNEY AT LAW LICENSED TO PRACTICE IN THE STATE OF COLORADO, REPRESENT TO THE CITY AND COUNTY OF BROOMFIELD THAT THE OWNER AND SUBDIVIDER DEDICATING ANY STREET, EASEMENT, RIGHT-OF-WAY, PARCELS OR TRACTS HEREON, OWNS THEM IN FEE SIMPLE FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES, AND THE CITY AND COUNTY OF COLORADO MAY RELY UPON THIS REPRESENTATION IN ACCEPTING SUCH DEDICATION.

NAME _____ DATE _____

REGISTRATION NUMBER _____

APPROVALS:

LAND USE REVIEW COMMISSION CERTIFICATE

THIS FINAL PLAT IS RECOMMENDED FOR APPROVAL BY THE CITY AND COUNTY OF BROOMFIELD LAND USE REVIEW COMMISSION THIS _____ DAY OF _____, 2005.

CHAIRMAN _____ SECRETARY _____

CITY COUNCIL CERTIFICATE

THIS FINAL PLAT IS HEREBY APPROVED AND THE DEDICATIONS ACCEPTED BY THE CITY COUNCIL OF THE CITY AND COUNTY OF BROOMFIELD, COLORADO, ON THIS _____ DAY OF _____, 2005.

MAYOR _____ CITY CLERK _____

ANTHEM FILING NO. 9
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10/05/2005

EXHIBIT 'B'

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ANTHEM FILING NO. 9

FINAL PLAT
Sheet 6 of 12

BEING A PART OF OF SECTIONS 6 AND 7, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO

See Sheet
8 of 12

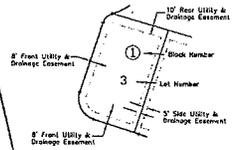


Scale: 1"=50'
7500'

See Sheet 5 for Curve Information

Legend

- Found/Set Rebar & Cap - LS 35585
- Found Rebar and Cap as Indicated
- Barb Wire Fence



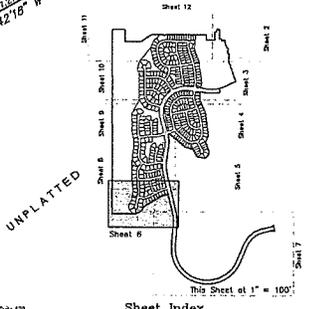
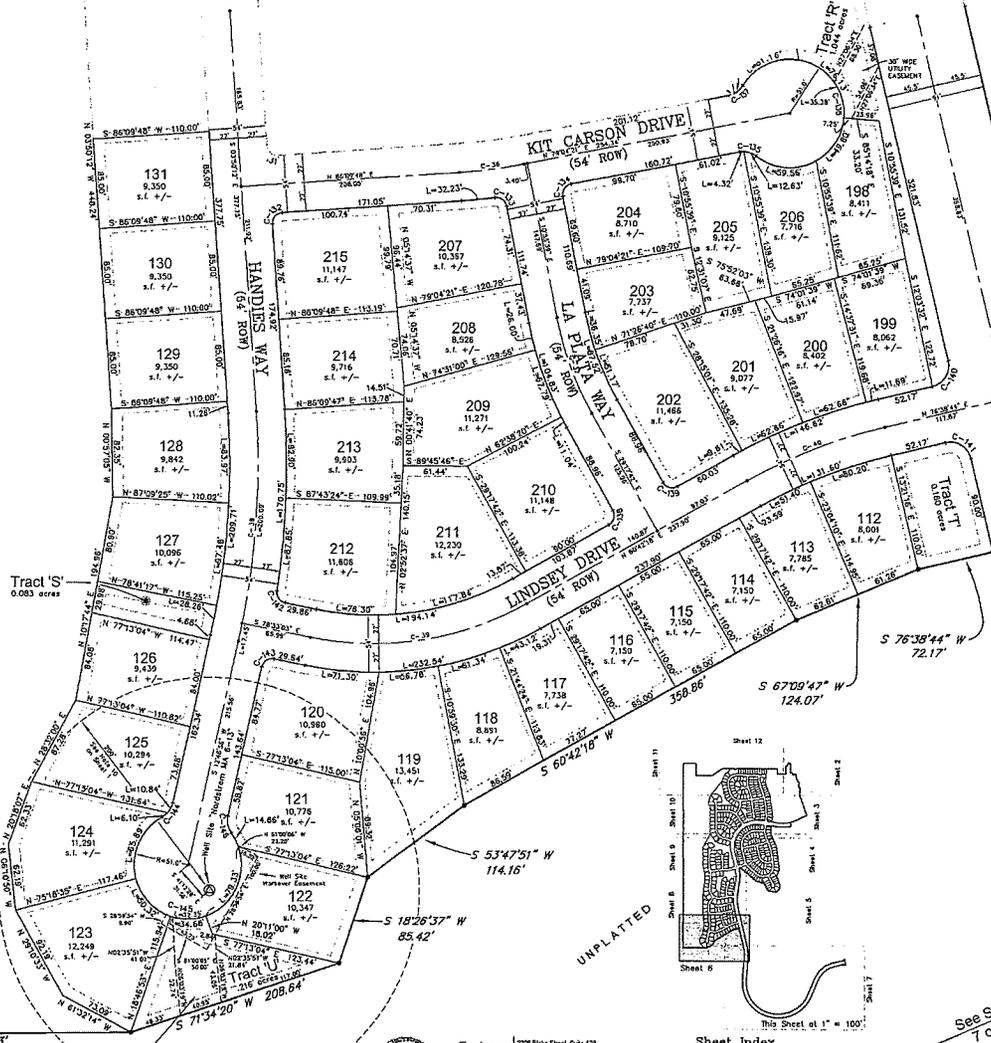
SW 1/4
Section 6

N 00°15'39" W 2008.83'

West Line, Submerged Quarter, Section 6

Utility Easement
8' x 30' No. 100
(No width specified)

Southwest Corner, Southwest 1/4
Section 6, T1S, R68W, 6th P.M.
(Used 2 1/2" aluminum cap, L3 # 4846)



See Sheet
7 of 12



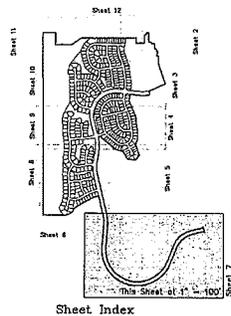
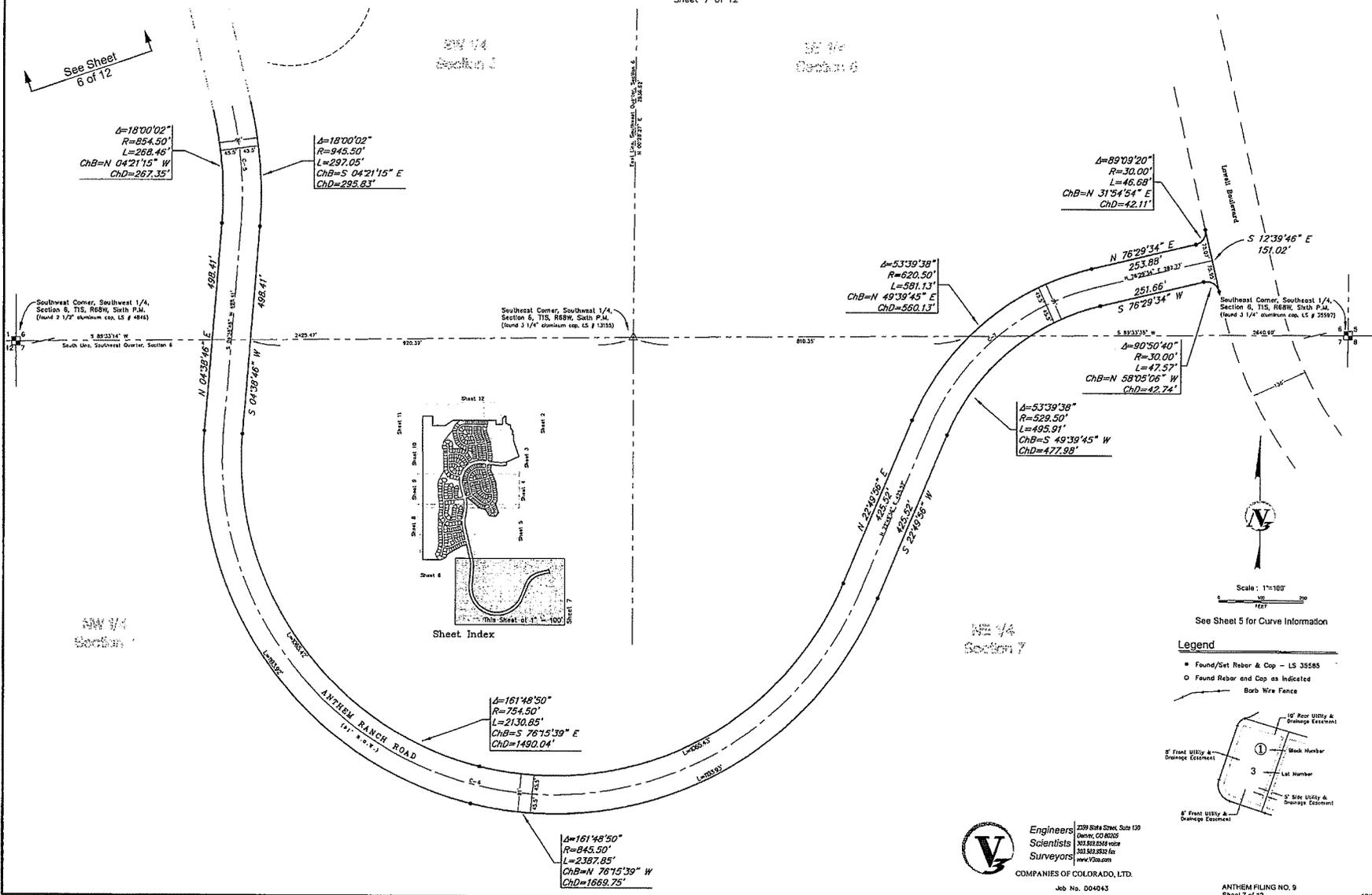
Engineers
Scientists
Surveyors
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Denver, CO 80202
303.539.6668 voice
303.552.9122 fax
www.VSA.com
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Job No. DD4043

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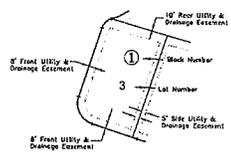
BEING A PART OF OF SECTIONS 6 AND 7, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO



See Sheet 5 for Curve Information

Legend

- Found/Set Rebar & Cap - LS 35585
- Found Rebar and Cap as Indicated
- Barb Wire Fence



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BEING A PART OF OF SECTIONS 6 AND 7, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO

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N 00°15'39" W 2088.83'

6 Utility Easement
See 2006, Pg. 284
(See 4000 Statewide)

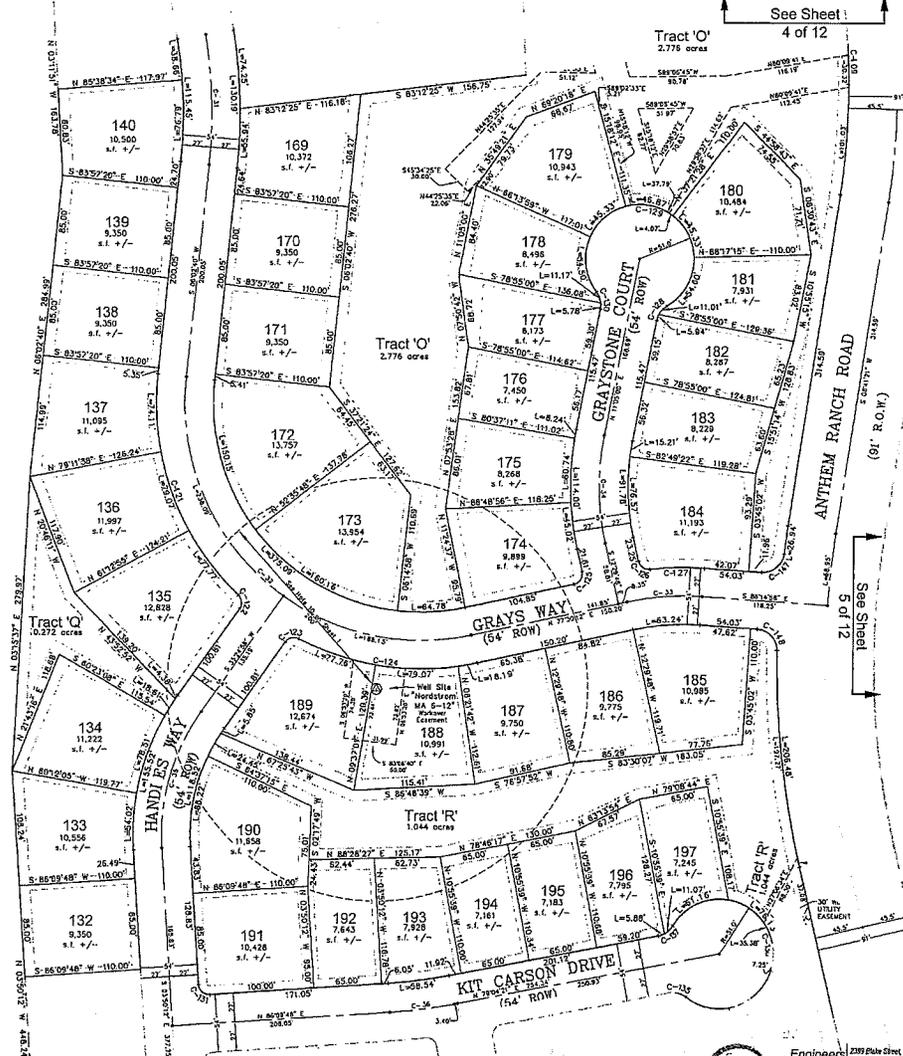
SW 1/4
Section 6

See Sheet
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See Sheet
4 of 12

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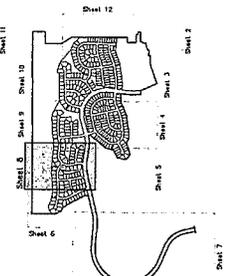


Scale: 1"=50'
50 FEET

See Sheet 5 for Curve Information

Legend

- Found/Set Rebar & Cap - LS 35585
 - Found Rebar and Cap as Indicated
 - Barb Wire Fence
-



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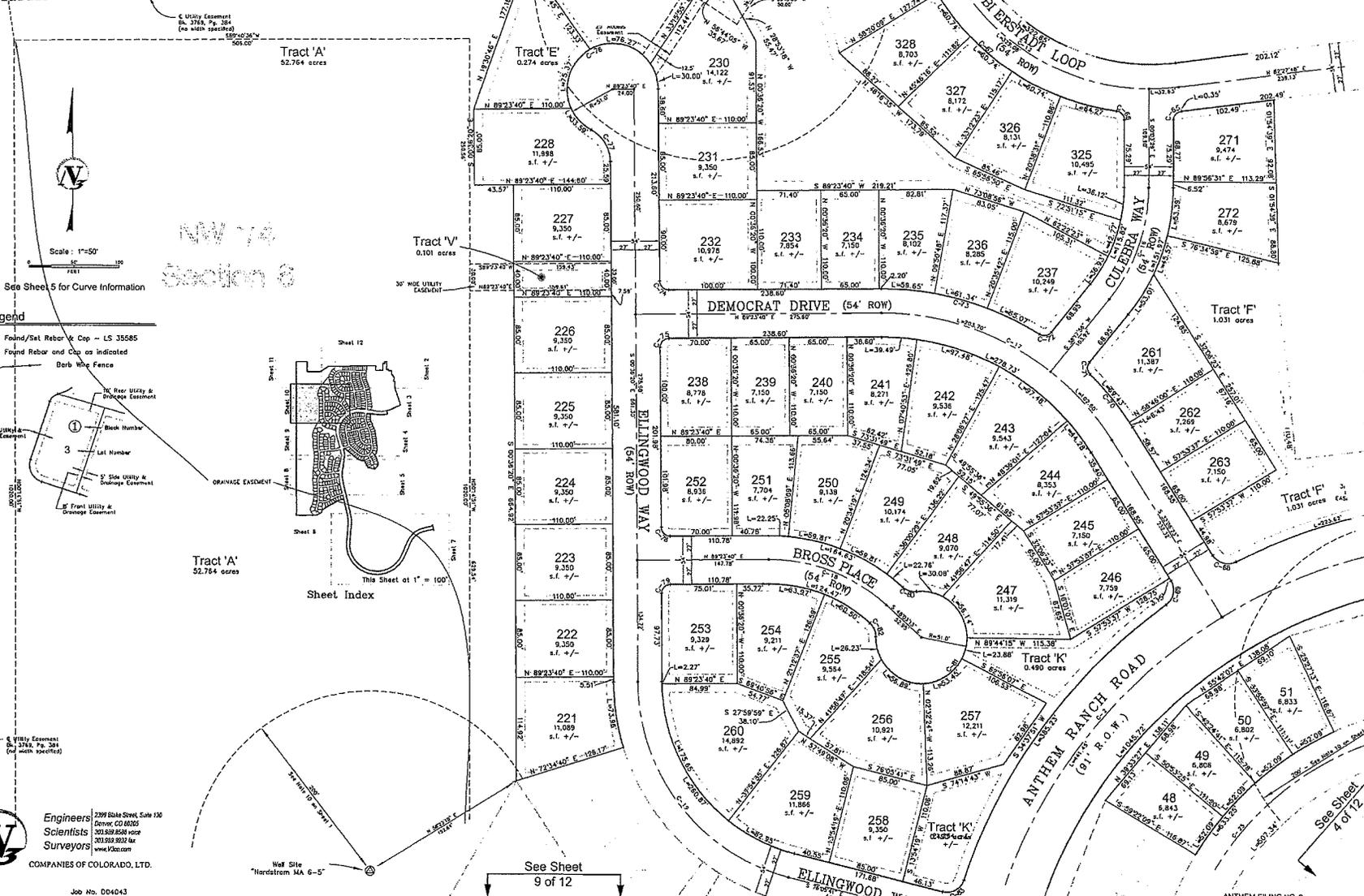
See Sheet 11 of 12

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See Sheet 3 of 12

See Sheet 4 of 12

1005/2005



Tract A
52.764 acres

Tract E
0.274 acres

Tract V
0.101 acres

Tract F
1.031 acres

Tract A
52.764 acres

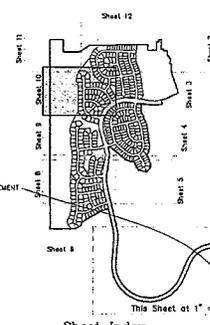
Tract K
0.480 acres



Scale: 1"=50'
FEET

Legend

- Found/Set Rebar & Cap - LS 35685
- Found Rebar and Cap as Indicated
- Barb Wire Fence
- ① Blank Number
- ② Lot Number
- ③ Side Utility & Easement
- ④ Front Utility & Easement
- ⑤ Rear Utility & Easement



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Web Site
"Hardstem MA 6-5"

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Colorado State Highway No. 7 (Baseline Road)
(150' R.O.W.)

NORTHWEST CORNER, NORTHWEST 1/4,
SECTION 6, T1S, R68W, S6TH P.M.
(Based on 1/4" contour map in range loc. LS 24942)

Tract 'A'
Anthem Filing No. 4
(Reception No. _____)

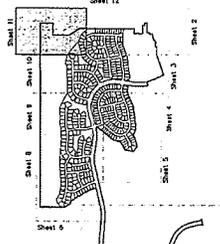
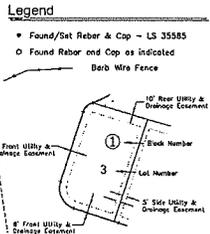
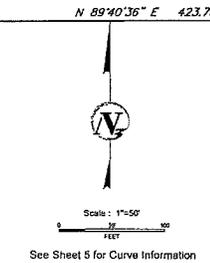
Tract 'A'
Anthem Colorado Filing No. 4
(Reception No. _____)

Tract 'C'
0.666 acres

Tract 'A'
52.784 acres

NW 1/4
Section 6

Tract 'D'
2.056 acres



V Engineers 7799 Bala Street, Suite 120
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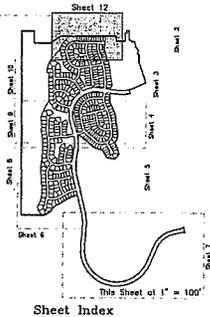
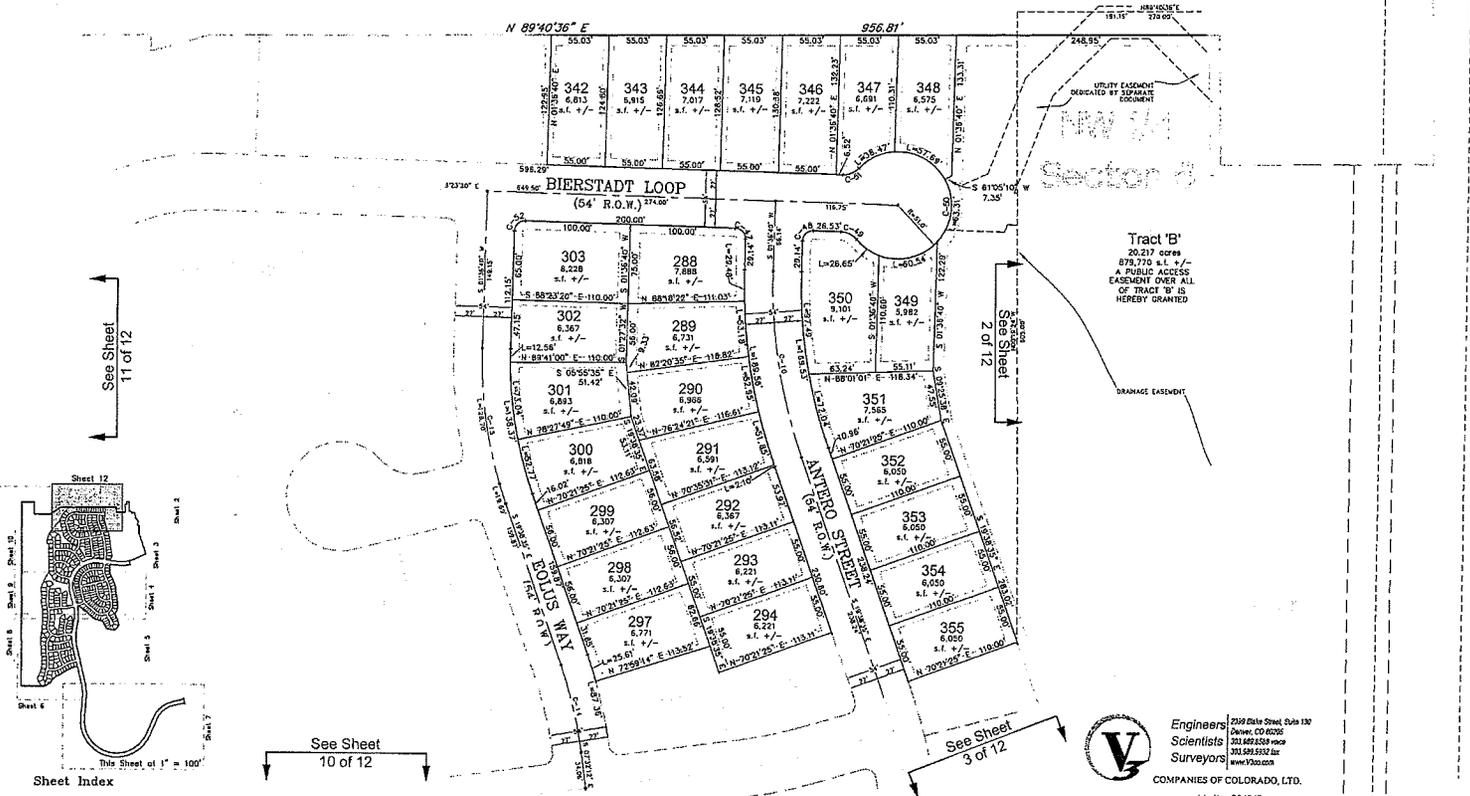
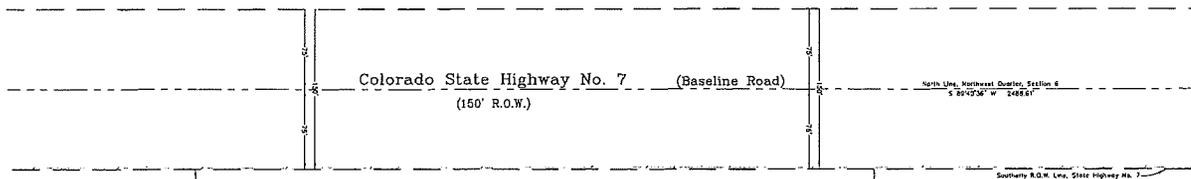
200603869 04/03/2006 09:19A AG
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FINAL PLAT

BEING A PART OF OF SECTIONS 6 AND 7, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO

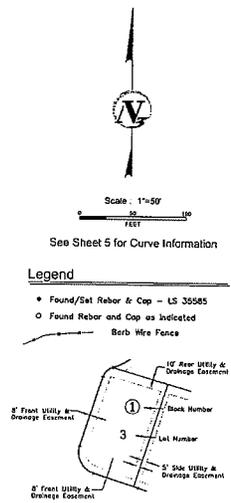
Sheet 12 of 12



V
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 Job No. 004043





CONSULTANTS

EXHIBIT C
ANTHEM COLORADO
 Filing No. 9
 Neighborhood 7

SUMMARY				
DESCRIPTION	QUANTITY	UNIT	COST/UNIT	TOTAL AMOUNT
<u>STREET IMPROVEMENTS</u>	23208	LF	\$88.75	\$2,059,776.61
<u>WATER IMPROVEMENTS</u>				
8" PVC WATER LINE	16,870	LF	\$2.89	\$48,741.92
12" PVC WATER LINE	8,820	LF	\$43.94	\$387,550.80
<u>RE-USE WATER IMPROVEMENTS</u>				
12" PVC(N/P) WATER LINE	8,866	LF	\$41.94	\$371,840.04
<u>SANITARY SEWER SYSTEM</u>				
8" PVC SANITARY LINE	14,980	LF	\$30.62	\$458,658.87
12" PVC SANITARY LINE	3,361	LF	\$37.14	\$124,829.01
<u>STORM SEWER SYSTEM</u>				
18" RCP CLASS III	1,743	LF	\$76.78	\$133,826.00
24" RCP CLASS III	1,877	LF	\$82.11	\$154,127.00
30" RCP CLASS III	1,475	LF	\$94.91	\$139,987.00
36" RCP CLASS III	946	LF	\$109.21	\$103,310.00
48" RCP CLASS III	1,408	LF	\$120.00	\$168,960.00
60" RCP CLASS III	133	LF	\$150.00	\$19,950.00
66" RCP CLASS III	183	LF	\$180.00	\$32,940.00
72" RCP CLASS III	401	LF	\$195.00	\$78,195.00
84" RCP CLASS III	761	LF	\$230.00	\$175,030.00
<u>LANDSCAPE IMPROVEMENTS</u>	3,831,351	SF	\$1.88	\$7,219,220

GRAND TOTAL \$11,676,941.75



EXHIBIT C
ANTHEM COLORADO
 Filing No. 9
 Neighborhood 7

STREET HARDSCAPE				
DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
ANTERO STREET				
4440 LF				
4 1/2" Mountable Curb & Gutter	LF	4,195	\$11.83	\$49,626.85
Curb return w/ADA Ramps	EA	9	\$997.00	\$8,973.00
4-1/2" Full Depth Asphalt	TONS	2,082	\$40.00	\$83,292.76
12" Class 6 Roadbase	TONS	4,587	\$3.00	\$13,760.25
Subgrade Prep	SY	7,863	\$1.00	\$7,863.00
6' Valley Pan	EA	1	\$1,562.00	\$1,562.00
4' Sidewalk	SF	16,780	\$3.00	\$50,340.00
SUBTOTAL				\$215,417.86
AVERAGE COST LF/ROAD				\$48.52
BIERSTADT DRIVE				
2025 LF				
4 1/2" Mountable Curb & Gutter	LF	3,816	\$11.83	\$45,143.28
Curb return w/ADA Ramps	EA	10	\$997.00	\$9,970.00
4-1/2" Full Depth Asphalt	TONS	1,839	\$40.00	\$73,557.79
12" Class 6 Roadbase	TONS	4,051	\$3.00	\$12,152.00
Subgrade Prep	SY	6,944	\$1.00	\$6,944.00
6' Valley Pan	EA	4	\$1,562.00	\$6,248.00
4' Sidewalk	SF	15,264	\$3.00	\$45,792.00
SUBTOTAL				\$199,807.07
AVERAGE COST LF/ROAD				\$98.67
EOLUS DRIVE				
926 LF				
4 1/2" Mountable Curb & Gutter	LF	1,821	\$11.83	\$21,542.43
Curb return w/ADA Ramps	EA	2	\$997.00	\$1,994.00
4-1/2" Full Depth Asphalt	TONS	790	\$40.00	\$31,609.51
12" Class 6 Roadbase	TONS	1,741	\$3.00	\$5,222.00
Subgrade Prep	SY	2,984	\$1.00	\$2,984.00
6' Valley Pan	EA	0	\$1,562.00	\$0.00
4' Sidewalk	SF	7,284	\$3.00	\$21,852.00
SUBTOTAL				\$85,203.94
AVERAGE COST LF/ROAD				\$92.01
GRAYS DRIVE				
167 LF				
4 1/2" Mountable Curb & Gutter	LF	341	\$11.83	\$4,034.03
Curb return w/ADA Ramps	EA	0	\$997.00	\$0.00
4-1/2" Full Depth Asphalt	TONS	142	\$40.00	\$5,699.03
12" Class 6 Roadbase	TONS	314	\$3.00	\$941.50
Subgrade Prep	SY	538	\$1.00	\$538.00
4' Sidewalk	SF	1,364	\$3.00	\$4,092.00
SUBTOTAL				\$15,304.56
AVERAGE COST LF/ROAD				\$91.64
CULEBRA DRIVE				
348 LF				
4 1/2" Mountable Curb & Gutter	LF	543	\$11.83	\$6,423.69
Curb return w/ADA Ramps	EA	0	\$997.00	\$0.00
4-1/2" Full Depth Asphalt	TONS	297	\$40.00	\$11,874.75
12" Class 6 Roadbase	TONS	654	\$3.00	\$1,961.75
Subgrade Prep	SY	1,121	\$1.00	\$1,121.00
4' Sidewalk	SF	2,169	\$3.00	\$6,507.00
SUBTOTAL				\$27,888.19
AVERAGE COST LF/ROAD				\$80.14
DEMOCRAT DRIVE				
815 LF				
4 1/2" Mountable Curb & Gutter	LF	1,372	\$11.83	\$16,230.76
Curb return w/ADA Ramps	EA	2	\$997.00	\$1,994.00
4-1/2" Full Depth Asphalt	TONS	695	\$40.00	\$27,817.22
12" Class 6 Roadbase	TONS	1,532	\$3.00	\$4,595.50
Subgrade Prep	SY	2,626	\$1.00	\$2,626.00
6' Valley Pan	EA	0	\$1,562.00	\$0.00
4' Sidewalk	SF	5,488	\$3.00	\$16,464.00
SUBTOTAL				\$69,727.48
AVERAGE COST LF/ROAD				\$85.56

BROSS DRIVE		301 LF		
4 1/2" Mountable Curb & Gutter	LF	729	\$11.83	\$8,624.07
Curb return w/ADA Ramps	EA	0	\$997.00	\$0.00
4-1/2" Full Depth Asphalt	TONS	385	\$40.00	\$15,391.63
12" Class 6 Roadbase	TONS	848	\$3.00	\$2,542.75
Subgrade Prep	SY	1,453	\$1.00	\$1,453.00
6' Valley Pan	EA	0	\$1,562.00	\$0.00
4' Sidewalk	SF	2,916	\$3.00	\$8,748.00
SUBTOTAL				\$36,759.45
AVERAGE COST LF/ROAD				\$122.12
ELLINGWOOD DRIVE		1193 LF		
4 1/2" Mountable Curb & Gutter	LF	2,240	\$11.83	\$26,499.20
Curb return w/ADA Ramps	EA	4	\$997.00	\$3,988.00
4-1/2" Full Depth Asphalt	TONS	1,145	\$40.00	\$45,814.73
12" Class 6 Roadbase	TONS	2,523	\$3.00	\$7,568.75
Subgrade Prep	SY	4,325	\$1.00	\$4,325.00
6' Valley Pan	EA	2	\$1,562.00	\$3,124.00
4' Sidewalk	SF	8,960	\$3.00	\$26,880.00
SUBTOTAL				\$118,199.68
AVERAGE COST LF/ROAD				\$99.08
EL DIENTE DRIVE		871 LF		
4 1/2" Mountable Curb & Gutter	LF	1,289	\$11.83	\$15,248.87
Curb return w/ADA Ramps	EA	2	\$997.00	\$1,994.00
4-1/2" Full Depth Asphalt	TONS	743	\$40.00	\$29,734.55
12" Class 6 Roadbase	TONS	1,637	\$3.00	\$4,912.25
Subgrade Prep	SY	2,807	\$1.00	\$2,807.00
4' Sidewalk	SF	3,484	\$3.00	\$10,452.00
SUBTOTAL				\$65,148.67
AVERAGE COST LF/ROAD				\$74.80
ELBERT DRIVE		267 LF		
4 1/2" Mountable Curb & Gutter	LF	663	\$11.83	\$7,843.29
Curb return w/ADA Ramps	EA	0	\$997.00	\$0.00
4-1/2" Full Depth Asphalt	TONS	356	\$40.00	\$14,236.99
12" Class 6 Roadbase	TONS	784	\$3.00	\$2,352.00
Subgrade Prep	SY	1,344	\$1.00	\$1,344.00
4' Sidewalk	SF	2,652	\$3.00	\$7,956.00
SUBTOTAL				\$33,732.28
AVERAGE COST LF/ROAD				\$126.34
COLUMBIA STREET		1612 LF		
4 1/2" Mountable Curb & Gutter	LF	3,102	\$11.83	\$36,696.66
Curb return w/ADA Ramps	EA	6	\$997.00	\$5,982.00
4-1/2" Full Depth Asphalt	TONS	1,486	\$40.00	\$59,458.51
12" Class 6 Roadbase	TONS	3,274	\$3.00	\$9,822.75
Subgrade Prep	SY	5,613	\$1.00	\$5,613.00
6' Valley Pan	EA	6	\$1,562.00	\$9,372.00
4' Sidewalk	SF	12,408	\$3.00	\$37,224.00
SUBTOTAL				\$164,168.92
AVERAGE COST LF/ROAD				\$101.84
HARVARD DRIVE		286 LF		
4 1/2" Mountable Curb & Gutter	LF	701	\$11.83	\$8,292.83
Curb return w/ADA Ramps	EA	0	\$997.00	\$0.00
4-1/2" Full Depth Asphalt	TONS	355	\$40.00	\$14,194.62
12" Class 6 Roadbase	TONS	782	\$3.00	\$2,345.00
Subgrade Prep	SY	1,340	\$1.00	\$1,340.00
4' Sidewalk	SF	2,804	\$3.00	\$8,412.00
SUBTOTAL				\$34,584.45
AVERAGE COST LF/ROAD				\$120.92
HANDIES DRIVE		1018 LF		
4 1/2" Mountable Curb & Gutter	LF	2,049	\$11.83	\$24,239.67
Curb return w/ADA Ramps	EA	4	\$997.00	\$3,988.00
4-1/2" Full Depth Asphalt	TONS	980	\$40.00	\$39,183.51
12" Class 6 Roadbase	TONS	2,158	\$3.00	\$6,473.25
Subgrade Prep	SY	3,699	\$1.00	\$3,699.00
6' Valley Pan	EA	2	\$1,562.00	\$3,124.00
4' Sidewalk	SF	8,196	\$3.00	\$24,588.00
SUBTOTAL				\$105,295.43
AVERAGE COST LF/ROAD				\$103.43



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KIT CARSON DRIVE				
459 LF				
4 1/2" Mountable Curb & Gutter	LF	1,007	\$11.83	\$11,912.81
Curb return w/ADA Ramps	EA	2	\$997.00	\$1,994.00
4-1/2" Full Depth Asphalt	TONS	503	\$40.00	\$20,105.51
12" Class 6 Roadbase	TONS	1,107	\$3.00	\$3,321.50
Subgrade Prep	SY	1,898	\$1.00	\$1,898.00
6' Valley Pan	EA	0	\$1,562.00	\$0.00
4' Sidewalk	SF	4,028	\$3.00	\$12,084.00
SUBTOTAL				\$51,315.82
AVERAGE COST LF/ROAD				\$111.80
LA PLATA DRIVE				
370 LF				
4 1/2" Mountable Curb & Gutter	LF	577	\$11.83	\$6,825.91
Curb return w/ADA Ramps	EA	0	\$997.00	\$0.00
4-1/2" Full Depth Asphalt	TONS	316	\$40.00	\$12,626.86
12" Class 6 Roadbase	TONS	695	\$3.00	\$2,086.00
Subgrade Prep	SY	1,192	\$1.00	\$1,192.00
4' Sidewalk	SF	2,308	\$3.00	\$6,924.00
SUBTOTAL				\$29,654.77
AVERAGE COST LF/ROAD				\$80.15
LINCOLN DRIVE				
754 LF				
4 1/2" Mountable Curb & Gutter	LF	1,280	\$11.83	\$15,142.40
Curb return w/ADA Ramps	EA	2	\$997.00	\$1,994.00
4-1/2" Full Depth Asphalt	TONS	644	\$40.00	\$25,740.99
12" Class 6 Roadbase	TONS	1,418	\$3.00	\$4,252.50
Subgrade Prep	SY	2,430	\$1.00	\$2,430.00
6' Valley Pan	EA	0	\$1,562.00	\$0.00
4' Sidewalk	SF	5,120	\$3.00	\$15,360.00
SUBTOTAL				\$64,919.89
AVERAGE COST LF/ROAD				\$86.10
BELFORD DRIVE				
1823 LF				
4 1/2" Mountable Curb & Gutter	LF	3,314	\$11.83	\$39,204.62
Curb return w/ADA Ramps	EA	5	\$997.00	\$4,985.00
4-1/2" Full Depth Asphalt	TONS	1,556	\$40.00	\$62,223.28
12" Class 6 Roadbase	TONS	3,427	\$3.00	\$10,279.50
Subgrade Prep	SY	5,874	\$1.00	\$5,874.00
4' Sidewalk	SF	13,256	\$3.00	\$39,768.00
6' Valley Pan	EA	1	\$1,562.00	\$1,562.00
SUBTOTAL				\$162,334.40
AVERAGE COST LF/ROAD				\$89.05
SHAVANO DRIVE				
627 LF				
4 1/2" Mountable Curb & Gutter	LF	1,006	\$11.83	\$11,900.98
Curb return w/ADA Ramps	EA	2	\$997.00	\$1,994.00
4-1/2" Full Depth Asphalt	TONS	535	\$40.00	\$21,397.86
12" Class 6 Roadbase	TONS	1,178	\$3.00	\$3,535.00
Subgrade Prep	SY	2,020	\$1.00	\$2,020.00
6' Valley Pan	EA	1	\$1,562.00	\$1,562.00
4' Sidewalk	SF	4,024	\$3.00	\$12,072.00
SUBTOTAL				\$54,481.84
AVERAGE COST LF/ROAD				\$86.89
SHERMAN DRIVE				
630 LF				
4 1/2" Mountable Curb & Gutter	LF	1,138	\$11.83	\$13,462.54
Curb return w/ADA Ramps	EA	0	\$997.00	\$0.00
4-1/2" Full Depth Asphalt	TONS	538	\$40.00	\$21,503.79
12" Class 6 Roadbase	TONS	1,184	\$3.00	\$3,552.50
Subgrade Prep	SY	2,030	\$1.00	\$2,030.00
6' Valley Pan	EA	0	\$1,562.00	\$0.00
4' Sidewalk	SF	4,552	\$3.00	\$13,656.00
SUBTOTAL				\$54,204.83
AVERAGE COST LF/ROAD				\$86.04
SNEFFELS DRIVE				
202 LF				
4 1/2" Mountable Curb & Gutter	LF	590	\$11.83	\$6,979.70
Curb return w/ADA Ramps	EA	0	\$997.00	\$0.00
4-1/2" Full Depth Asphalt	TONS	314	\$40.00	\$12,552.71
12" Class 6 Roadbase	TONS	691	\$3.00	\$2,073.75
Subgrade Prep	SY	1,185	\$1.00	\$1,185.00
6' Valley Pan	EA	0	\$1,562.00	\$0.00
4' Sidewalk	SF	2,360	\$3.00	\$7,080.00
SUBTOTAL				\$29,871.16
AVERAGE COST LF/ROAD				\$147.88

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ANTHEM RANCH ROAD		4074 LF		
6" Vertical Curb & Gutter	LF	7,265	\$8.50	\$61,752.50
35' Round Radii w/ADA Ramps	EA	18	\$2,200.00	\$39,600.00
4-1/2" Full Depth Asphalt	TONS	3,847	\$40.00	\$153,873.92
12" Class 6 Roadbase	TONS	8,474	\$3.00	\$25,420.50
Subgrade Prep	SY	14,526	\$1.00	\$14,526.00
5' & 8' Sidewalk	SF	48,861	\$3.00	\$146,583.00
SUBTOTAL				\$441,755.92
AVERAGE COST LF/ROAD				\$108.43
STREET HARDSCAPE SUBTOTAL				\$2,059,776.61



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EXHIBIT C
ANTHEM COLORADO
Filing No. 9
Neighborhood 7

WATER DISTRIBUTION SYSTEM				
DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL
ANTERO STREET				
8" PVC CI-150 Water Main W/ Bedding, Fittings, etc.	LF	2,290	\$33.39	\$76,463.10
SUBTOTAL ANTERO STREET				\$76,463.10
BIERSTADT LOOP				
8" PVC CI-150 Water Main W/ Bedding, Fittings, etc.	LF	2,165	\$32.54	\$70,449.10
SUBTOTAL BIERSTADT LOOP				\$70,449.10
EOLUS DRIVE				
8" PVC CI-150 Water Main W/ Bedding, Fittings, etc.	LF	1,016	\$36.35	\$36,931.60
SUBTOTAL EOLUS DRIVE				\$36,931.60
GRAYS DRIVE				
8" PVC CI-150 Water Main W/ Bedding, Fittings, etc.	LF	170	\$30.57	\$5,196.90
SUBTOTAL GRAYS DRIVE				\$5,196.90
CULEBRA DRIVE				
8" PVC CI-150 Water Main W/ Bedding, Fittings, etc.	LF	357	\$30.31	\$10,820.67
SUBTOTAL CULEBRA DRIVE				\$10,820.67
DEMOCRAT DRIVE				
8" PVC CI-150 Water Main W/ Bedding, Fittings, etc.	LF	750	\$35.25	\$26,437.50
SUBTOTAL DEMOCRAT DRIVE				\$26,437.50
BROSS DRIVE				
8" PVC CI-150 Water Main W/ Bedding, Fittings, etc.	LF	361	\$35.65	\$12,869.65
SUBTOTAL BROSS DRIVE				\$12,869.65
ELLINGWOOD DRIVE				
8" PVC CI-150 Water Main W/ Bedding, Fittings, etc.	LF	1,124	\$31.00	\$34,844.00
SUBTOTAL ELLINGWOOD DRIVE				\$34,844.00
EL DIENTE DRIVE				
8" PVC CI-150 Water Main W/ Bedding, Fittings, etc.	LF	565	\$28.35	\$16,017.75
SUBTOTAL ASPEN LODGE DRIVE				\$16,017.75
ELBERT DRIVE				
8" PVC CI-150 Water Main W/ Bedding, Fittings, etc.	LF	313	\$37.28	\$11,668.64
SUBTOTAL ELBERT DRIVE				\$11,668.64
COLUMBIA STREET				
8" PVC CI-150 Water Main W/ Bedding, Fittings, etc.	LF	1,596	\$34.04	\$54,327.84
SUBTOTAL COLUMBIA STREET				\$54,327.84
HARVARD DRIVE				
8" PVC CI-150 Water Main W/ Bedding, Fittings, etc.	LF	334	\$36.51	\$12,194.34
SUBTOTAL HARVARD DRIVE				\$12,194.34
HANDIES DRIVE				
8" PVC CI-150 Water Main W/ Bedding, Fittings, etc.	LF	1,090	\$32.05	\$34,934.50
SUBTOTAL HANDIES DRIVE				\$34,934.50
KIT CARSON DRIVE				
8" PVC CI-150 Water Main W/ Bedding, Fittings, etc.	LF	538	\$33.91	\$18,243.58
SUBTOTAL KIT CARSON DRIVE				\$18,243.58

LA PLATA DRIVE				
8" PVC CI-150 Water Main W/ Bedding, Fittings, etc.	LF	367	\$35.47	\$13,017.49
SUBTOTAL LA PLATA DRIVE				\$13,017.49
LINCOLN DRIVE				
8" PVC CI-150 Water Main W/ Bedding, Fittings, etc.	LF	773	\$28.68	\$22,169.64
SUBTOTAL LINCOLN DRIVE				\$22,169.64
BELFORD DRIVE				
8" PVC CI-150 Water Main W/ Bedding, Fittings, etc.	LF	1,813	\$31.88	\$57,798.44
SUBTOTAL BELFORD DRIVE				\$57,798.44
SHAVANO DRIVE				
8" PVC CI-150 Water Main W/ Bedding, Fittings, etc.	LF	625	\$35.79	\$22,368.75
SUBTOTAL SHAVANO DRIVE				\$22,368.75
SHERMAN DRIVE				
8" PVC CI-150 Water Main W/ Bedding, Fittings, etc.	LF	660	\$32.26	\$21,291.60
SUBTOTAL SHERMAN DRIVE				\$21,291.60
SNEFFELS DRIVE				
8" PVC CI-150 Water Main W/ Bedding, Fittings, etc.	LF	291	\$28.25	\$8,220.75
SUBTOTAL SNEFFLES DRIVE				\$8,220.75
ANTHEM RANCH ROAD				
8" PVC CI-150 Water Main W/ Bedding, Fittings, etc.	LF	1,268	\$38.44	\$48,741.92
12" PVC CI-150 Water Main W/ Bedding, Fittings, etc.	LF	8,820	\$43.94	\$387,550.80
ANTHEM RANCH ROAD				\$436,292.72
WATER DISTRIBUTION SYSTEM SUBTOTAL				\$1,002,558.56



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EXHIBIT C
ANTHEM COLORADO
Filing No. 9
Neighborhood 7

RE-USE WATER DISTRIBUTION SYSTEM				
DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL
ANTHEM RANCH ROAD				
12" PVC (N/P)CI-150 Water Main W/ Bedding, Fittings, etc.	LF	8,866	\$41.94	\$371,840.04
ANTHEM RANCH ROAD				\$371,840.04
RE-USE WATER DISTRIBUTION SYSTEM SUBTOTAL				\$371,840.04



EXHIBIT C
ANTHEM COLORADO
Filing No. 9
Neighborhood 7

SANITARY SEWER SYSTEM				
DESCRIPTION	UNIT	QUANTITIY	UNIT PRICE	TOTAL
ANTERO STREET				
8" PVC SDR-35 Sanitary Sewer W/ Bedding, Fittings, etc.	LF	1,219	\$36.69	\$44,725.11
SUBTOTAL CANTERO STREET				\$44,725.11
BIERSTADT LOOP				
8" PVC SDR-35 Sanitary Sewer W/ Bedding, Fittings, etc.	LF	1,927	\$25.28	\$48,714.56
12" PVC SDR-35 Sanitary Sewer W/ Bedding, Fittings, etc.	LF	211	\$68.20	\$14,390.20
SUBTOTAL BIERSTADT LOOP				\$63,104.76
EOLUS DRIVE				
8" PVC SDR-35 Sanitary Sewer W/ Bedding, Fittings, etc.	LF	920	\$32.07	\$29,504.40
SUBTOTAL EOLUS DRIVE				\$29,504.40
GRAYS DRIVE				
8" PVC SDR-35 Sanitary Sewer W/ Bedding, Fittings, etc.	LF	154	\$32.01	\$4,929.54
SUBTOTAL GRAYS DRIVE				\$4,929.54
CULEBRA DRIVE				
8" PVC SDR-35 Sanitary Sewer W/ Bedding, Fittings, etc.	LF	117	\$35.81	\$4,189.77
SUBTOTAL CULEBRA DRIVE				\$4,189.77
DEMOCRAT DRIVE				
8" PVC SDR-35 Sanitary Sewer W/ Bedding, Fittings, etc.	LF	758	\$24.88	\$18,859.04
SUBTOTAL DEMOCRAT DRIVE				\$18,859.04
BROSS DRIVE				
8" PVC SDR-35 Sanitary Sewer W/ Bedding, Fittings, etc.	LF	365	\$30.14	\$11,001.10
SUBTOTAL BROSS DRIVE				\$11,001.10
ELLINGWOOD DRIVE				
8" PVC SDR-35 Sanitary Sewer W/ Bedding, Fittings, etc.	LF	1,078	\$30.29	\$32,652.62
SUBTOTAL ELLINGWOOD DRIVE				\$32,652.62
EL DIENTE DRIVE				
8" PVC SDR-35 Sanitary Sewer W/ Bedding, Fittings, etc.	LF	215	\$37.21	\$8,000.15
12" PVC SDR-35 Sanitary Sewer W/ Bedding, Fittings, etc.	LF	76	\$68.68	\$5,219.68
SUBTOTAL EL DIENTE DRIVE				\$13,219.83
ELBERT DRIVE				
12" PVC SDR-35 Sanitary Sewer W/ Bedding, Fittings, etc.	LF	313	\$25.91	\$8,109.83
SUBTOTAL ELBERT DRIVE				\$8,109.83
COLUMBIA STREET				
8" PVC SDR-35 Sanitary Sewer W/ Bedding, Fittings, etc.	LF	1,663	\$31.12	\$51,752.56
SUBTOTAL COLUMBIA STREET				\$51,752.56
HARVARD DRIVE				
12" PVC SDR-35 Sanitary Sewer W/ Bedding, Fittings, etc.	LF	415	\$24.46	\$10,150.90
SUBTOTAL HARVARD DRIVE				\$10,150.90
HANDIES DRIVE				
8" PVC SDR-35 Sanitary Sewer W/ Bedding, Fittings, etc.	LF	1,168	\$31.09	\$36,313.12
SUBTOTAL HANDIES DRIVE				\$36,313.12

KIT CARSON DRIVE				
8" PVC SDR-35 Sanitary Sewer W/ Bedding, Fittings, etc.	LF	534	\$26.93	\$14,380.62
SUBTOTAL KIT CARSON DRIVE				\$14,380.62
LA PLATA DRIVE				
8" PVC SDR-35 Sanitary Sewer W/ Bedding, Fittings, etc.	LF	213	\$28.69	\$6,110.97
SUBTOTAL LA PLATA DRIVE				\$6,110.97
LINCOLN DRIVE				
8" PVC SDR-35 Sanitary Sewer W/ Bedding, Fittings, etc.	LF	703	\$30.53	\$21,462.59
SUBTOTAL LINCOLN DRIVE				\$21,462.59
BELFORD DRIVE				
8" PVC SDR-35 Sanitary Sewer W/ Bedding, Fittings, etc.	LF	1,792	\$30.32	\$54,333.44
SUBTOTAL BELFORD DRIVE				\$54,333.44
SHAVANO DRIVE				
8" PVC SDR-35 Sanitary Sewer W/ Bedding, Fittings, etc.	LF	445	\$28.31	\$12,597.95
SUBTOTAL SHAVANO DRIVE				\$12,597.95
SHERMAN DRIVE				
8" PVC SDR-35 Sanitary Sewer W/ Bedding, Fittings, etc.	LF	602	\$29.22	\$17,590.44
SUBTOTAL SHERMAN DRIVE				\$17,590.44
SNEFFELS DRIVE				
8" PVC SDR-35 Sanitary Sewer W/ Bedding, Fittings, etc.	LF	285	\$26.49	\$7,549.65
SUBTOTAL SNEFFELS DRIVE				\$7,549.65
ANTHEM RANCH ROAD				
8" PVC SDR-35 Sanitary Sewer W/ Bedding, Fittings, etc.	LF	266	\$75.64	\$20,120.24
12" PVC SDR-35 Sanitary Sewer W/ Bedding, Fittings, etc.	LF	1,352	\$30.95	\$41,844.40
SUBTOTAL ANTHEM RANCH ROAD				\$61,964.64
POND 51				
12" PVC SDR-35 Sanitary Sewer W/ Bedding, Fittings, etc.	LF	544	\$37.00	\$20,128.00
SUBTOTAL POND 51				\$20,128.00
TRACT L				
8" PVC SDR-35 Sanitary Sewer W/ Bedding, Fittings, etc.	LF	393	\$27.00	\$10,611.00
12" PVC SDR-35 Sanitary Sewer W/ Bedding, Fittings, etc.	LF	215	\$45.00	\$9,675.00
SUBTOTAL TRACT L				\$20,286.00
TRACT O				
12" PVC SDR-35 Sanitary Sewer W/ Bedding, Fittings, etc.	LF	235	\$20.00	\$4,700.00
SUBTOTAL TRACT O				\$4,700.00
TRACT M				
8" PVC SDR-35 Sanitary Sewer W/ Bedding, Fittings, etc.	LF	163	\$20.00	\$3,260.00
SUBTOTAL TRACT M				\$3,260.00
SANITARY SEWER SYSTEM SUBTOTAL				\$572,876.88



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CONSULTANTS

EXHIBIT C
ANTHEM COLORADO
 Filing No. 9
 Neighborhood 7

STORM SEWER SYSTEM				
DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
BIERSTADT LOOP				
18" Class III RCP W/ Bedding, etc.	LF	17	\$63.00	\$1,071.00
24" Class III RCP W/ Bedding, etc.	LF	200	\$100.00	\$20,000.00
			SUBTOTAL	\$21,071.00
ANTERO STREET				
18" Class III RCP W/ Bedding, etc.	LF	116	\$40.00	\$4,640.00
24" Class III RCP W/ Bedding, etc.	LF	101	\$50.00	\$5,050.00
30" Class III RCP W/ Bedding, etc.	LF	276	\$113.00	\$31,188.00
			SUBTOTAL	\$40,878.00
EOLUS DRIVE				
18" Class III RCP W/ Bedding, etc.	LF	81	\$74.00	\$5,994.00
			SUBTOTAL	\$5,994.00
DEMOCRAT DRIVE				
18" Class III RCP W/ Bedding, etc.	LF	65	\$80.00	\$5,200.00
24" Class III RCP W/ Bedding, etc.	LF	93	\$159.00	\$14,787.00
			SUBTOTAL	\$19,987.00
ELLINGWOOD DRIVE				
18" Class III RCP W/ Bedding, etc.	LF	162	\$144.00	\$23,328.00
30" Class III RCP W/ Bedding, etc.	LF	33	\$198.00	\$6,534.00
			SUBTOTAL	\$29,862.00
EL DIENTE DRIVE				
18" Class III RCP W/ Bedding, etc.	LF	102	\$80.00	\$8,160.00
36" Class III RCP W/ Bedding, etc.	LF	234	\$100.00	\$23,400.00
			SUBTOTAL	\$31,560.00
COLUMBIA STREET				
30" Class III RCP W/ Bedding, etc.	LF	33	\$120.00	\$3,960.00
36" Class III RCP W/ Bedding, etc.	LF	234	\$165.00	\$38,610.00
			SUBTOTAL	\$42,570.00
HANDIES DRIVE				
18" Class III RCP W/ Bedding, etc.	LF	67	\$60.00	\$4,020.00
24" Class III RCP W/ Bedding, etc.	LF	442	\$75.00	\$33,150.00
30" Class III RCP W/ Bedding, etc.	LF	48	\$105.00	\$5,040.00
			SUBTOTAL	\$42,210.00
LINCOLN DRIVE				
18" Class III RCP W/ Bedding, etc.	LF	73	\$111.00	\$8,103.00
			SUBTOTAL	\$8,103.00
BELFORD DRIVE				
24" Class III RCP W/ Bedding, etc.	LF	170	\$90.00	\$15,300.00
36" Class III RCP W/ Bedding, etc.	LF	97	\$120.00	\$11,640.00
			SUBTOTAL	\$26,940.00
POND 51				
24" Class III RCP W/ Bedding, etc.	LF	96	\$40.00	\$3,840.00
30" Class III RCP W/ Bedding, etc.	LF	235	\$45.00	\$10,575.00
			SUBTOTAL	\$14,415.00

POND 61				
30" Class III RCP W/ Bedding, etc.	LF	235	\$46.00	\$10,810.00
			SUBTOTAL	\$10,810.00
TRACT L				
18" Class III RCP W/ Bedding, etc.	LF	403	\$40.00	\$16,120.00
			SUBTOTAL	\$16,120.00
TRACT M				
36" Class III RCP W/ Bedding, etc.	LF	211	\$60.00	\$12,660.00
			SUBTOTAL	\$12,660.00
TRACT O				
18" Class III RCP W/ Bedding, etc.	LF	283	\$40.00	\$11,320.00
30" Class III RCP W/ Bedding, etc.	LF	154	\$60.00	\$9,240.00
			SUBTOTAL	\$20,560.00
TRACT R				
18" Class III RCP W/ Bedding, etc.	LF	132	\$30.00	\$3,960.00
			SUBTOTAL	\$3,960.00
TRACT F				
18" Class III RCP W/ Bedding, etc.	LF	81	\$30.00	\$2,430.00
			SUBTOTAL	\$2,430.00
ANTHEM RANCH ROAD				
18" Class III RCP W/ Bedding, etc.	LF	564	\$70.00	\$39,480.00
24" Class III RCP W/ Bedding, etc.	LF	775	\$80.00	\$62,000.00
30" Class III RCP W/ Bedding, etc.	LF	696	\$90.00	\$62,640.00
36" Class III RCP W/ Bedding, etc.	LF	170	\$100.00	\$17,000.00
48" Class III RCP W/ Bedding, etc.	LF	1,408	\$120.00	\$168,960.00
60" Class III RCP W/ Bedding, etc.	LF	133	\$150.00	\$19,950.00
66" Class III RCP W/ Bedding, etc.	LF	183	\$180.00	\$32,940.00
72" Class III RCP W/ Bedding, etc.	LF	401	\$195.00	\$78,195.00
84" Class III RCP W/ Bedding, etc.	LF	761	\$230.00	\$175,030.00
			SUBTOTAL	\$656,195.00
STORM SEWER SYSTEM SUBTOTAL				\$1,006,325.00



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Exhibit 'C' ANTHEM NEIGHBORHOOD 7, FILING NO. 9

Preliminary Landscape Cost Estimate

BASED ON PRELIMINARY SPD PACKAGE DATED 01-25-05

Area Description: Filing No. 9 (Including Tracts A thru W)

Date: 7/9/2005

ACREAGE SUMMARY CHART:

Acreage from SDP dated 7/9/05:	
Tract A thru W	87.96
Total:	87.96 Acres

Cost Estimate Areas:		
Landscape =	3,575,900 SF	82.09 Acres
Hardscape =	255,451 SF	5.86 Acres
Total:	3,831,351 SF	87.96 Acres

COST ESTIMATE:

Category	Price/Unit	Total Units	Summary
A. Landscape			
Evergreens			
8' Height	\$395.00	431 EA	\$170,245
10' Height	\$450.00	543 EA	\$244,350
12' Height	\$580.00	271 EA	\$0
Shade Trees			
3" Cal.	\$418.00	425 EA	\$177,650
Street Trees			
3" Cal.	\$418.00	885 EA	\$369,930
Ornamental Trees			
2 1/2" cal.	\$295.00	167 EA	\$49,265
Manicured Turf (Sod-Includes Irr & Fine Grading)			
	\$1.60	762,713 SF	\$1,220,341
Enhanced Native Turf (Seed - Includes irrigation and fine grading)			
	\$1.00	2,394,633 SF	\$2,394,633
Shrub Beds (w/ soil prep, weed barrier fabric, & wood mulch)			
	\$4.00	238,929 SF	\$955,716
Wetland Plantings			
	\$2.90	179,625 SF	\$520,913
Steel Edger			
	\$2.15	10,120 LF	\$21,758
Subtotal			\$6,124,800

B. Hardscape

Pavement			
Concrete Walk 4'	\$3.70	121,324 SF	\$448,899
Concrete Walk 8'	\$3.70	132,192 SF	\$489,110
Plaza	\$6.00	1,935 SF	\$11,610
Subtotal			\$949,619



Category	Price/Unit	Total Units	Summary
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C. Site Furnishings

Signage			
Neighborhood Entry Sign	\$10,000	7 EA	\$70,000.00
Subtotal			\$70,000.00

Benches	\$ 2,500	16 EA	\$40,000.00
Trash Receptacle	\$ 800	6 EA	\$4,800.00
Electrical (For irrigation controlers)	\$ 30,000		\$30,000.00
Subtotal			\$74,800.00

Project Total	\$7,219,220
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Note: Cost Estimate does not include the following items: earthwork/mass grading, street lighting, electrical (except as noted).

PROJECT SUMMARY:

Total Estimated Lanscape and Hardscape Cost:	<u>\$7,219,220</u>
Total Area (Square Feet) of Lanscape and Hardscape:	<u>3,831,351 SF</u>
COST PER SQUARE FOOT:	\$1.88



EXHIBIT D

FORM - IRREVOCABLE LETTER OF CREDIT

_____ Date

The City and County of Broomfield
One DesCombes Drive
Broomfield, CO 80020

Attention: City & County Attorney and City Engineer

Dear Sir or Madam:

We hereby establish our irrevocable Letter of Credit in your favor in the amount of \$(total improvements). The purpose of this Letter of Credit is to secure performance of a Subdivision Agreement for (name of subdivision), dated _____, 20__, between The City and County of Broomfield and (Developer).

You are hereby authorized to draw on sight on (name of financial institution), by drafts, up to the aggregate amount of \$(total improvements).

The sole condition for payment of any draft drawn against this Letter of Credit is that the draft be accompanied by a letter, on the City and County's letterhead, signed by the City Engineer to the effect that Developer is in default of Developer's obligations pursuant to the Subdivision Agreement.

We hereby agree with drawers and endorsers, and bona fide holders of drafts negotiated under this Letter of Credit that the same shall be duly honored upon presentation and delivery of the documents as specified above.

This Irrevocable Letter of Credit shall expire (24 months after improvement completion date shown in subdivision agreement) provided that (name of financial institution) has given The City and County not less than 60 days nor more than 120 days prior written notice of the impending expiration.

Signed this __ day of _____, 20__, on behalf of (name of financial institution)

By (Signature)

Title (President or Vice President)



EXHIBIT E

FORM - AIRPORT ACKNOWLEDGMENT

**ANTHEM
BROOMFIELD, COLORADO**

LOT _____
BLOCK _____
FILING _____

Purchaser acknowledges that the lot which is being purchased is located in close proximity to the Erie Municipal Tri County Airport ("Airport"). Purchaser further acknowledges that the home is encumbered by an Avigation Easement and will be subject to overflights by aircraft to and from the Airport. Purchaser is advised to review the Avigation Easement document, a copy of which is attached hereto. Purchaser acknowledges and agrees to assume the risks associated with owning and occupying property located in close proximity to or in the flight path of the Airport. Purchaser hereby releases and discharges the City and County of Broomfield and Pulte Home Corporation from any responsibility or liability whatsoever for any claims or causes of action, either in law or in equity, arising from noise, damage to person or property or other impact on the lot resulting from or related to over flights to and from the Airport, or arising from the rights and obligations described in the Avigation Easement.

Lot Purchaser Signature

Lot Purchaser Signature