



CITY AND COUNTY OF BROOMFIELD SUBDIVISION AGREEMENT  
FOR  
PULTE HOME CORPORATION

THIS AGREEMENT, made and entered into this 24<sup>th</sup> day of May, 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. 6 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 1.0, including all subparagraphs hereof, shall be performed on or before June 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 3.1.

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.

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. 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 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



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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, 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



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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 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.

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 Agreement, unless prior to the transfer or sale an agreement satisfactory to the City, delineating and allocating between Developer and buyer or



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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 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 or as the City's consent to or approval of the performance of any of the Developer's obligations hereunder that will be performed by the District. Which, if any, of the Developer's obligations hereunder that will be performed by the District will be determined by separate procedures and documents.

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, 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 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, timing of the planting season and 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



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mutually agreed upon by the City, RTD and Developer at such time as RTD routes are established within the subdivision.

14.5 Establishment of a Home Owners Association. A home owners association shall be established for the subdivision and a copy of the recorded Conditions, Covenants and Regulations (CC&Rs) shall be submitted to the City prior to issuance of certificates of occupancy within the subdivision.

14.6 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 Manger 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.

14.7 Off-Site Rights-of Way and Easements. Notwithstanding the provisions of paragraph 2.0 of this agreement, the City shall be responsible for acquiring off-site rights-of-way and easements in accordance with paragraph 6 of the [Anthem] PUD Managed Growth and Development Agreement.

14.8 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 [Anthem] PUD Managed Growth and Development Agreement as amended.

14.9 Timing of Construction of Improvements for Outlots 1 and 2. Outlot improvements shall be commenced prior to July 30, 2005 and completed no later than September 30, 2005. Permits for the model park homes will be allowed upon installation of water, sewer, storm sewer and curb and gutter improvements adjacent to these lots.



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14.10 Maintenance of Outlots. For any outlot parcels dedicated to the City which are adjacent to Anthem Filing No. 6 platted lots, the Developer shall dedicate a maintenance easement for the first two (2) foot wide section of land within the outlot which is immediately adjacent to any platted lot. The maintenance responsibility for such easement parcels shall be conveyed to and the responsibility of the homeowners association.

14.11 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 effect 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

14.12 Snow Plowing of Paved Sidewalks and Trails. The City shall perform snow plowing for paved sidewalks and trails in locations where sidewalks meander in and out of public rights-of-way.







**EXHIBIT A**

**LEGAL DESCRIPTION - ANTHEM FILING NO. 6**

A Replat of Lots 1 through 26 inclusive and a portion of Lot 27, Block 1; Tracts A, B, C and Outlot 2 and a portion of Outlot 1, Preble Creek Filing No. 2, recorded at the City and County of Broomfield Clerk & Recorder's Office at Reception Number 2004005785 on April 23, 2004, lying in a portion of the Northeast Quarter of Section 6 and the Northwest Quarter of Section 5, also including an unplatted portion of the Northeast Quarter of said Section 6, all in Township 1 South, Range 68 West, 6th P.M.

City and County of Broomfield, Colorado, being more particularly described as follows;

COMMENCING at the Northeast corner of said Section 6 (a found illegible 2 ½" aluminum cap); WHENCE the North Quarter corner of said Section 6 (a found 3 ¼" aluminum cap in a range box stamped "PLS 24942 2001") bears S89°40'36"W a distance of 2642.63 feet; THENCE S25°31'56"W a distance of 965.38 feet to a point on the northerly line of Indian Peaks Parkway as dedicated by said Preble Creek Filing No. 2, also being the POINT OF BEGINNING;

THENCE the following four (4) courses along the northerly line of said Indian Peaks Parkway:

1. along the arc of a curve to the left, having a central angle of 21°47'16", a radius of 454.50 feet, a chord bearing of N68°21'08"E a distance of 171.79 feet, and an arc distance of 172.83 feet;
2. THENCE N57°27'30"E tangent with the last and following described curves a distance of 249.27 feet;
3. THENCE along the arc of a curve to the right, having a central angle of 57°43'03", a radius of 445.50 feet, a chord bearing N86°19'01"E a distance of 430.04 feet, and an arc distance of 448.78 feet;
4. THENCE S64°49'28"E tangent with the last described curve a distance of 142.84 feet;

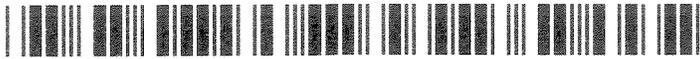
THENCE S25°10'32"W a distance of 91.00 feet to a point on the southerly line of said Indian Peaks Parkway;

THENCE S06°09'27"E a distance of 279.59 feet to a point on the northerly line of Wolverine Loop as dedicated by said Preble Creek Filing No. 2;

THENCE S02°40'07"W a distance of 52.00 feet to a point on the southerly line of said Wolverine Loop;

THENCE the following four (4) courses along the southerly and easterly lines of said Wolverine Loop:

1. N87°19'53"W tangent with the following described curve a distance of 53.78 feet;
2. THENCE along the arc of a curve to the left, having a central angle of 128°08'48", a radius of 169.00 feet, a chord bearing S28°35'43"W a distance of 303.98 feet, and an arc distance of 377.98 feet;
3. THENCE S35°28'41"E tangent with the last and following described curves a distance of 80.75 feet;
4. THENCE along the arc of a curve to the left, having a central angle of 90°00'00", a radius of 20.00 feet, a chord bearing S80°28'41"E a distance of 28.28 feet, and an arc distance of 31.42 feet to a point on the northerly line of Promontory Way as dedicated by said Preble Creek Filing No. 2;



THENCE S35°28'41"E radial to said curve, a distance of 52.00 feet to a point on the southerly line of said Promontory Way;  
THENCE the following six (6) courses along the southerly and westerly lines of said Promontory Way:

1. S54°31'19"W a distance of 171.68 feet;
2. THENCE S52°48'09"W non-tangent with the following described curve a distance of 149.98 feet;
3. THENCE along the arc of a curve to the right, having a central angle of 137°12'39", a radius of 330.50 feet, a chord bearing of N56°52'22"W a distance of 615.45 feet, and an arc distance of 791.47 feet;
4. THENCE N11°43'58"E tangent with the last and following described curves a distance of 115.88 feet;
5. THENCE along the arc of a curve to the left, having a central angle of 26°20'00", a radius of 219.50 feet, a chord bearing N01°26'02"W a distance of 100.00 feet, and an arc distance of 100.88 feet;
6. THENCE N14°36'02"W tangent with the last described curve a distance of 274.53 feet to the POINT OF BEGINNING.

Containing 758,387 square feet, (17.410 Acres), more or less.

And Also:

A parcel of land lying in the Northeast Quarter of Section 6, Township 1 South, Range 68 West of the 6th Principal Meridian, City and County of Broomfield, State of Colorado, being more particularly described as follows;

COMMENCING at the Northeast corner of said Section 6 (a found illegible 2 1/2" aluminum cap); WHENCE the North Quarter corner of said Section 6 (a found 3 1/4" aluminum cap in a range box stamped "PLS 24942 2001" bears S89°40'36"W a distance of 2642.63 feet;

THENCE S31°56'00"W a distance of 852.52 feet to the POINT OF BEGINNING;

THENCE S14°36'06"E tangent with the following described curve a distance of 130.08 feet; THENCE along the arc of a curve to the right, having a central angle of 96°12'35", a radius of 20.00 feet, a chord bearing S33°30'12"W a distance of 29.77 feet, and an arc distance of 33.58 feet to a point on the northerly line of Indian Peaks Parkway, as dedicated by Preble Creek Filing No. 1, recorded at the City and County of Broomfield Clerk & Recorder's Office at Reception number 2004005783 on April 23, 2004;

THENCE the following three (3) courses along the northerly line of said Indian Peaks Parkway:

1. along the arc of a curve to the right, tangent with the last described curve, having a central angle of 41°16'28", a radius of 454.50 feet, a chord bearing of N77°45'16"W a distance of 320.38 feet, and an arc distance of 327.41 feet;
2. THENCE N57°07'02"W tangent with the last and following described curves a distance of 64.73 feet;
3. THENCE along the arc of a curve to the right, having a central angle of 90°00'00", a radius of 30.00 feet, a chord bearing N12°07'02"W a distance of 42.43 feet, and an arc distance of 47.12 feet to a point on the easterly line of Lowell Boulevard, as dedicated by said Preble Creek Filing No. 1;

THENCE the following two (2) courses along the easterly line of said Lowell Boulevard:

1. N32°52'58"E tangent with the last and following described curves a distance of 73.12 feet;



2. THENCE along the arc of a curve to the left, having a central angle of  $21^{\circ}58'32''$ , a radius of 768.00 feet, a chord bearing  $N21^{\circ}53'42''E$  a distance of 292.76 feet, and an arc distance of 294.56 feet;  
THENCE  $S79^{\circ}05'34''E$  radial to said curve, a distance of 66.84 feet;  
THENCE  $S03^{\circ}00'24''W$  a distance of 193.16 feet;  
THENCE  $S14^{\circ}36'06''E$  a distance of 156.68 feet;  
THENCE  $N75^{\circ}23'54''E$  a distance of 120.00 feet to the POINT OF BEGINNING.

Containing 85,165 square feet, (1.955 Acres), more or less.

Containing a total 843,552 square feet, (19.365 Acres), more or less.

Bearings are based upon (2) Broomfield Colorado GPS Control (Modified State Plane - Colorado North Zone) - GIS LAND POSITION corners "Lucy" (found 3" brass disk set into 18" round concrete post stamped "CITY OF BROOMFIELD LUCY GPS NO. 15") and "GPS #4" (found 3 1/4" brass disk set into 18" round concrete post stamped "CITY OF BROOMFIELD 1995 GPS NO. 4" bearing being  $S50^{\circ}56'38''W$  a distance of 9603.05 feet.

**LEGAL DESCRIPTION & DIMENSIONS**

BY THESE PRESENTS the undersigned being the owner of

A Right of Lots 1 through 28 inclusive and a portion of Lot 27, Block 1, Tracts A, B, C and Outlot 2 and a portion of Outlot 1, Preble Creek Filing No. 2, recorded at the City and County of Broomfield Clerk & Recorder's Office at Broomfield, Colorado on April 23, 2004, being in a portion of the Northeast Quarter of Section 6 and the Northwest Quarter of Section 8, also including an unplatted portion of the Northeast Quarter of said Section 6, and in Township 3 South, Range 66 West, 5th P.M. City and County of Broomfield, Colorado, being more particularly described as follows:

**COMMENCE** at the Northwest corner of said Section 6 (a found Single 8' x 8' aluminum cap);

**THENCE** the North Quarter corner of said Section 6 (a found 5' x 5' aluminum cap to a range bar stamped "12 24442 2002") bears S89°42'30"W a distance of 3642.80 feet;

**THENCE** S89°42'30"W a distance of 3642.80 feet to a point on the westerly line of Indian Peaks Parkway as delineated by said Preble Creek Filing No. 2, also being the POINT OF BEGINNING;

**THENCE** the following bear (4) courses along the westerly line of said Indian Peaks Parkway;

1. Along the arc of a curve to the left, having a central angle of 21°47'00", a radius of 442.50 feet, a chord bearing S89°12'00"W a distance of 171.70 feet, and an arc distance of 171.80 feet;

2. **THENCE** S89°12'00"W tangent with the last and following described course a distance of 244.70 feet;

3. **THENCE** along the arc of a curve to the right, having a central angle of 27°47'00", a radius of 412.50 feet, a chord bearing S89°12'00"W a distance of 420.04 feet, and an arc distance of 412.00 feet;

4. **THENCE** S89°12'00"W tangent with the last described curve a distance of 142.64 feet;

**THENCE** S89°12'00"W a distance of 81.00 feet to a point on the westerly line of Indian Peaks Parkway;

**THENCE** S89°12'00"W a distance of 278.50 feet to a point on the westerly line of Suburban Loop or delineated by said Preble Creek Filing No. 2;

**THENCE** S89°12'00"W a distance of 82.00 feet to a point on the westerly line of said Suburban Loop;

**THENCE** the following bear (4) courses along the westerly and easterly lines of said Suburban Loop;

1. S89°12'00"W tangent with the following described curve a distance of 63.78 feet;

2. **THENCE** along the arc of a curve to the left, having a central angle of 120°00'00", a radius of 120.00 feet, a chord bearing S89°12'00"W a distance of 203.80 feet, and an arc distance of 203.80 feet;

3. **THENCE** S89°12'00"W tangent with the last and following described curve a distance of 80.70 feet;

4. **THENCE** along the arc of a curve to the left, having a central angle of 60°00'00", a radius of 60.00 feet, a chord bearing S89°12'00"W a distance of 50.00 feet, and an arc distance of 50.00 feet;

5. **THENCE** S89°12'00"W tangent with the last described curve a distance of 274.50 feet to the POINT OF BEGINNING;

Containing 798,287 square feet, (17.410 Acres), more or less.

Just also

A parcel of land lying in the Northwest Quarter of Section 8, Township 3 South, Range 66 West of the 1st Principal Meridian, City and County of Broomfield, State of Colorado, being more particularly described as follows:

**COMMENCE** at the Northwest corner of said Section 8 (a found Single 8' x 8' aluminum cap);

**THENCE** the North Quarter corner of said Section 8 (a found 5' x 5' aluminum cap to a range bar stamped "12 24442 2002") bears S89°42'30"W a distance of 3642.80 feet;

**THENCE** S89°42'30"W a distance of 3642.80 feet to the POINT OF BEGINNING;

**THENCE** S89°42'30"W tangent with the following described curve a distance of 120.00 feet;

**THENCE** along the arc of a curve to the right, having a central angle of 89°42'30", a radius of 120.00 feet, a chord bearing S89°42'30"W a distance of 21.77 feet, and an arc distance of 21.80 feet to a point on the westerly line of Indian Peaks Parkway, as delineated by said Preble Creek Filing No. 2;

**THENCE** the following bear (3) courses along the westerly line of said Indian Peaks Parkway;

1. Along the arc of a curve to the right, having a central angle of 21°47'00", a radius of 442.50 feet, a chord bearing S89°12'00"W a distance of 171.70 feet, and an arc distance of 171.80 feet;

2. **THENCE** S89°12'00"W tangent with the last and following described curve a distance of 244.70 feet;

3. **THENCE** along the arc of a curve to the right, having a central angle of 27°47'00", a radius of 412.50 feet, a chord bearing S89°12'00"W a distance of 420.04 feet, and an arc distance of 412.00 feet;

4. **THENCE** S89°12'00"W tangent with the last and following described curve a distance of 142.64 feet;

**THENCE** S89°12'00"W a distance of 81.00 feet to the POINT OF BEGINNING;

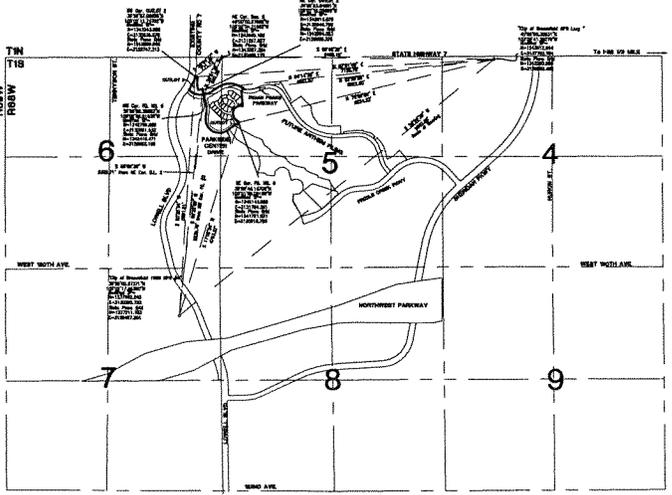
Containing 85,245 square feet, (1.950 Acres), more or less.

Containing a total 883,532 square feet, (20.360 Acres), more or less.

The said lot, plat, and subdivided the above described land, under the same name and title of ANTHEM FILING NO. 6, and by those general dedications, grants, and conveyances to the people of the City and County of Broomfield, Colorado, to use the streets, rights-of-way, and other public ways and Outlots 1 and 2, as shown or noted on the plat and map of the City and County of Broomfield, Colorado, as shown or noted on the plat for public and common use and for use by residents of the City and County of Broomfield and for use by public and private utilities.

**EXHIBIT B  
 ANTHEM FILING NO. 6  
 FINAL PLAT**

A REPLAY OF LOTS 1 THROUGH 28 INCLUSIVE AND A PORTION OF LOT 27, BLOCK 1, TRACTS A, B, C AND OUTLOT 2 AND A PORTION OF OUTLOT 1, PREBLE CREEK FILING NO. 2, RECORDED AT THE CITY AND COUNTY OF BROOMFIELD CLERK & RECORDER'S OFFICE AT RECEPTION NUMBER 2004008785 ON APRIL 23, 2004, LYING IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 6 AND THE NORTHWEST QUARTER OF SECTION 8, ALSO INCLUDING AN UNPLATTED PORTION OF THE NORTHEAST QUARTER OF SAID SECTION 6, ALL IN TOWNSHIP 3 SOUTH, RANGE 66 WEST, 5TH P.M. CITY AND COUNTY OF BROOMFIELD, COLORADO



**VERIFY MAP & RECHECK THE DIMENSIONS**

**BOUNDARY MARKERS**  
 Bearings are based upon (2) Broomfield Colorado GPS Control (Modified State Plane - Colorado North Zone) - OLD LAND POSITION corners "Terry" (found 3" brass disk set into 18" round concrete post stamped "CITY OF BROOMFIELD GPS 1073") and "Ved 4" (found 3 1/4" brass disk set into 18" round concrete post stamped "CITY OF BROOMFIELD 1996 GPS NO. 4" bearing being S00°00'00"W a distance of 9002.00 feet)

**TRAILER MARK**  
 Inside southeast utility and adjacent to this Final Plat are noted an R.I.L. (same coordinates) per the Preble Creek PSD Plan and Preliminary Plat-1st Amendment recorded at Reception number 20030015 on November 11, 2003.

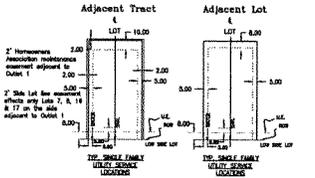
**STATUS OF LIMITATIONS**  
 Notice is hereby given that the City and County of Broomfield do hereby certify that the survey was made in accordance with the laws of the State of Colorado, and that the same is correct and true to the best of the knowledge and belief of the Surveyor, and that the same is a true and correct copy of the original survey as shown on the plat.

**MONUMENTATION NOTES**  
 Any person who knowingly removes, alters or releases any public land survey monument or necessary corner or class two (2) monument pursuant to state statute 18-6-508 C.R.S.

**STATEMENT OF ACCURACY**  
 The Colorado Coordinate System herein shown is defined as 2nd order, Class 2-1-1 (ADN) as described in the "Geometric Control Accuracy Standards and Specifications for using GPS relative positioning technology and/or Standards and Specifications for Geodetic Control Networks" by the Federal Geodetic Control Commission.

**PROJECT DIMENSIONS**  
 "L" as described above  
 RVD 88 Elevation = 6277.00 ft

**PROJECT DIMENSIONS**  
 "L" as described above  
 RVD 88 Elevation = 6277.00 ft



**TITLE AND REMARKS**

This survey does not constitute a title search by Carter & Burgess, Inc. to determine ownership or ownership of record. For all information regarding ownership, Carter & Burgess relied upon Title Commitment Number 200700785 dated November 12, 2004 at 2:00 p.m., prepared by Land Title Companies Company and issued by Chicago Title Insurance Company. All tax information, fees, if any, taxes, deeds of trust, releases, assignments, liens, agreements, provisions, conditions and obligations for the property have been reflected in said title commitment.

**APPROVALS**

**LAND USE REVIEW COMMITTEE CERTIFICATE**

This Final Plat is recommended for approval by the City and County of Broomfield Land Use Review Committee this \_\_\_ day of \_\_\_, 20\_\_.

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 \_\_\_, 20\_\_.

Mayor \_\_\_\_\_ City Clerk \_\_\_\_\_

**ATTORNEY'S CERTIFICATE**

I, \_\_\_\_\_, an Attorney at Law licensed to practice in the State of Colorado, do hereby certify that the plat of ANTHEM FILING NO. 6 truly and correctly represents the results of a survey made under my supervision and has been performed in accordance with Colorado State Law.

Registration No. \_\_\_\_\_ Date \_\_\_\_\_

**SURVEYOR'S CERTIFICATE**

I, Kenneth F. Carlson, a duly registered Professional Land Surveyor in the State of Colorado, do hereby certify that the plat of ANTHEM FILING NO. 6 truly and correctly represents the results of a survey made under my supervision and has been performed in accordance with Colorado State Law.

Kenneth F. Carlson, PLS #2482  
 For and on behalf of  
 Carter & Burgess, Inc.  
 Date \_\_\_\_\_

**OWNER'S CERTIFICATE**

Executed this \_\_\_ day of \_\_\_, 20\_\_.

**PULSE HOME CORPORATION**, a Michigan Corporation  
 THE WEST NORTH AVENUE  
 BROOMFIELD, CO 80020

By: Robert Holt, P.E.  
 General Manager

**ACKNOWLEDGMENT**

State of Colorado ) SS)  
 County of Broomfield )  
 The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ of PULSE HOME CORPORATION, a Michigan Corporation.

Witness my hand and official seal.  
 My commission expires \_\_\_\_\_  
 Notary Public \_\_\_\_\_

**Carter Burgess**  
 10000 W. North Ave., Suite 2000  
 Broomfield, CO 80020  
 (303) 402-7600 FAX (303) 402-7677

NO.	DATE	REVISIONS

**ANTHEM FILING NO. 6  
 A RESUBDIVISION LYING IN A PORTION OF THE  
 NE 1/4 S8 - NW 1/4 S 5, T1S, R66W, 6TH P.M.  
 CITY & COUNTY OF BROOMFIELD, COLORADO**

PROJECT NO. 05041812000  
 DATE: MAY 2, 2005  
 SCALE: AS SHOWN  
 DRAWING NO. 05041812000  
 SHEET NO. 15 OF 30  
 REVISIONS: NONE  
 DRAWING CHECKED: [Signature]  
 APPROVED BY: [Signature]  
 SHEET 1 of 3







**EXHIBIT C**  
**Anthem**  
**Filing No. 6**  
**SUMMARY**

<i>DESCRIPTION</i>	<i>L.F</i>	<i>COST/LF</i>	<i>TOTAL AMOUNT</i>
STREET IMPROVEMENTS	3,965	\$146.3	\$580,190
12" PVC WATER LINE	948	\$46.7	\$44,279
8" PVC WATER LINE	2,977	\$33.4	\$99,445
12" PVC SANITARY LINE	1,349	\$41.6	\$56,092
8" PVC SANITARY LINE	2,393	\$30.9	\$73,918
18" RCP STORM	333	\$102.7	\$34,202
36" RCP STORM	206	\$53.5	\$11,021
8" PVC IRRIGATION LINE	1,441	\$25.0	\$36,029

<i>DESCRIPTION</i>	<i>EA</i>	<i>COST/UNIT</i>	<i>TOTAL AMOUNT</i>
12'X6' CBC (5-C1, 278' LONG)	1	\$155,615.0	\$155,615
10'X6' CBC (5-C2, 248' LONG)	1	\$99,765.0	\$99,765
8'X6' CBC (5-C3, 51' LONG)	1	\$18,775.0	\$18,775

<i>DESCRIPTION</i>	<i>SF</i>	<i>COST/SF</i>	<i>TOTAL AMOUNT</i>
LANDSCAPE IMPROVEMENTS FOR OUTLOT 1 and PUBLIC ROW for INDIAN PEAKS and PARKSIDE CENTER DR.	366,584	\$3.8	\$1,384,996
LANDSCAPE IMPROVEMENTS FOR OUTLOT 2	61,964	\$4.8	\$299,571

**GRAND TOTAL= \$2,893,898**

**EXHIBIT C**  
**Anthem**  
**Filing No. 6**

<b>STREETS</b>				
<i>DESCRIPTION</i>	<i>UNIT</i>	<i>APPROXIMATE QUANTITY</i>	<i>UNIT PRICE</i>	<i>TOTAL AMOUNT</i>
<b>INDIAN PEAKS PARKWAY</b> <span style="float:right">1450.0 LF</span>				
6" FULL DEPTH ASPHALT PAVEMENT	SY	5,156	\$10.11	\$52,122.67
6" VERTICAL CURB AND GUTTER	LF	2,900	\$8.50	\$24,650.00
MEDIAN CURB AND GUTTER	LF	1,810	\$7.00	\$12,670.00
8' SIDEWALK	SF	20,392	\$3.00	\$61,176.00
SUBGRADE PREPARATION	SY	5,156	\$7.00	\$36,088.89
6" PVC UNDERDRAIN	LF	1,233	\$15.00	\$18,495.00
			<i>Sub Total Indian Peaks Parkway</i>	\$205,202.56
			<i>Average Cost/ LF of Road</i>	\$141.52
<b>PARKSIDE CENTER DRIVE</b> <span style="float:right">1177.0 LF</span>				
6" FULL DEPTH ASPHALT PAVEMENT	SY	4,185	\$10.11	\$42,309.23
VERTICAL CURB AND GUTTER	LF	2,354	\$8.50	\$20,009.00
32' ROUND RADII W/RAMP	EA	2	\$2,000.00	\$4,000.00
MID-BLOCK HANDICAP RAMP	EA	2	\$433.00	\$866.00
8' SIDEWALK	SF	10,008	\$3.00	\$30,024.00
6' SIDEWALK	SF	6,570	\$3.00	\$19,710.00
8' CROSS PAN	EA	1	\$1,562.00	\$1,562.00
SUBGRADE PREPARATION	SY	4,185	\$7.00	\$29,294.22
STREET LIGHTS	EA	7	\$3,000.00	\$21,000.00
SIGNAGE	EA	6	\$600.00	\$3,600.00
			<i>Sub Total Promotory Way</i>	\$172,374.45
			<i>Average Cost/ LF of Road</i>	\$146.45
<b>WOLVERINE LOOP</b> <span style="float:right">613.0 LF</span>				
4.5" FULL DEPTH ASPHALT PAVEMENT	SY	1,975	\$7.60	\$15,011.69
MOUNTABLE CURB AND GUTTER	LF	1,226	\$13.34	\$16,354.84
4' SIDEWALK	SF	4,904	\$3.00	\$14,712.00
25' ROUND RADII W/RAMP	EA	6	\$1,880.00	\$11,280.00
MID-BLOCK HANDICAP RAMP	EA	2	\$433.00	\$866.00
SUBGRADE PREPARATION	SY	1,975	\$7.00	\$13,826.56
STREET LIGHTS	EA	2	\$3,000.00	\$6,000.00
SIGNAGE	EA	5	\$600.00	\$3,000.00
4" PVC UNDERDRAIN	LF	613	\$9.50	\$5,823.50
			<i>Sub Total Wolverine Loop</i>	\$86,874.58
			<i>Average Cost/ LF of Road</i>	\$141.72
<b>PLATEAU LANE</b> <span style="float:right">455.3 LF</span>				
4.5" FULL DEPTH ASPHALT PAVEMENT	SY	2,036	\$7.60	\$15,474.19
MOUNTABLE CURB AND GUTTER	LF	1,109	\$13.34	\$14,788.72
4' SIDEWALK	SF	4,434	\$3.00	\$13,303.20
SUBGRADE PREPARATION	SY	2,036	\$7.00	\$14,252.54
STREET LIGHTS	EA	2	\$3,000.00	\$6,000.00
SIGNAGE	EA	2	\$600.00	\$1,200.00
4" PVC UNDERDRAIN	LF	455	\$9.50	\$4,322.50
			<i>Sub Total Plateau Lane</i>	\$69,341.16
			<i>Average Cost/ LF of Road</i>	\$152.30



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<b>PINNACLE COURT</b>		<b>269.3 LF</b>		
4.5" FULL DEPTH ASPHALT PAVEMENT	SY	1,437	\$7.60	\$10,919.26
MOUNTABLE CURB AND GUTTER	LF	737	\$13.34	\$9,826.24
4' SIDEWALK	SF	2,946	\$3.00	\$8,839.20
SUBGRADE PREPARATION	SY	1,437	\$7.00	\$10,057.21
STREET LIGHTS	EA	1	\$3,000.00	\$3,000.00
SIGNAGE	EA	2	\$600.00	\$1,200.00
4" PVC UNDERDRAIN	LF	269	\$9.50	\$2,555.50
			<i>Sub Total Pinnacle Court</i>	<i>\$46,397.41</i>
			<i>Average Cost/ LF of Road</i>	<i>\$172.29</i>
<b>SUB - TOTAL STREETS</b>				<b>\$580,190</b>



**EXHIBIT C**  
**Anthem**  
**Filing No. 6**

<b>WATER DISTRIBUTION SYSTEM</b>				
<i>DESCRIPTION</i>	<i>UNIT</i>	<i>APPROXIMATE QUANTITY</i>	<i>UNIT PRICE</i>	<i>TOTAL AMOUNT</i>
<b>INDIAN PEAKS PARKWAY</b>				
12" P.V.C. CL-150 W/BEDDING, FITTINGS, ETC.	LF	948	\$46.73	\$44,279.00
8" P.V.C. CL-150 W/BEDDING, FITTINGS, ETC.	LF	109	\$25.00	\$8,519.00
			<i>Sub Total Indian Peaks Parkway</i>	\$52,798.00
<b>PARKSIDE CENTER DRIVE</b>				
8" P.V.C. CL-150 W/BEDDING, FITTINGS, ETC.	LF	1,441	\$30.99	\$44,663.75
			<i>Sub Total Promotory Way</i>	\$44,663.75
<b>WOLVERINE LOOP</b>				
8" P.V.C. CL-150 W/BEDDING, FITTINGS, ETC.	LF	635	\$29.48	\$18,707.00
			<i>Sub Total Wolverine Loop</i>	\$18,707.00
<b>PLATEAU LANE</b>				
8" P.V.C. CL-150 W/BEDDING, FITTINGS, ETC.	LF	477	\$35.16	\$16,771.25
			<i>Sub Total Plateau Lane</i>	\$16,771.25
<b>PINNACLE COURT</b>				
8" P.V.C. CL-150 W/BEDDING, FITTINGS, ETC.	LF	315	\$34.18	\$10,783.75
			<i>Sub Total Pinnacle Court</i>	\$10,783.75
<b>SUB - TOTAL WATER DISTRIBUTION SYSTEM</b>				<b>\$143,724</b>



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**EXHIBIT C**  
**Anthem**  
**Filing No. 6**

<b>SANITARY SEWER SYSTEM</b>				
<i>DESCRIPTION</i>	<i>UNIT</i>	<i>APPROXIMATE QUANTITY</i>	<i>UNIT PRICE</i>	<i>TOTAL AMOUNT</i>
<b>INDIAN PEAKS PARKWAY</b>				
12" P.V.C. PIPE	LF	174	\$49.14	\$8,544.58
		<i>Sub Total Indian Peaks Parkway</i>		<i>\$8,544.58</i>
<b>PARKSIDE CENTER DRIVE</b>				
12" P.V.C. PIPE	LF	1,175	\$40.45	\$47,547.48
		<i>Sub Total Promotory Way</i>		<i>\$47,547.48</i>
<b>WOLVERINE LOOP</b>				
8" P.V.C. PIPE	LF	548	\$40.26	\$22,058.00
		<i>Sub Total Wolverine Loop</i>		<i>\$22,058.00</i>
<b>PLATEAU LANE</b>				
8" P.V.C. PIPE	LF	607	\$29.14	\$17,690.00
		<i>Sub Total Plateau Lane</i>		<i>\$17,690.00</i>
<b>PINNACLE COURT</b>				
8" P.V.C. PIPE	LF	719	\$20.00	\$18,084.00
		<i>Sub Total Pinnacle Court</i>		<i>\$18,084.00</i>
<b>OUTLOT 1</b>				
8" P.V.C. PIPE	LF	519	\$30.98	\$16,086.00
		<i>Sub Total Tracts</i>		<i>\$16,086.00</i>
<b>SUB - TOTAL SANITARY SEWER SYSTEM</b>				<b>\$130,010</b>

**EXHIBIT C**  
**Anthem**  
**Filing No. 6**

<b>STORM SEWER SYSTEM</b>				
<i>DESCRIPTION</i>	<i>UNIT</i>	<i>APPROXIMATE QUANTITY</i>	<i>UNIT PRICE</i>	<i>TOTAL AMOUNT</i>
<b>INDIAN PEAKS PARKWAY</b>				
36" R.C.P. (CLASS III)	LF	206	\$53.52	\$11,021.20
		<i>Sub Total Indian Peaks Parkway</i>		<i>\$11,021.20</i>
<b>PARKSIDE CENTER DRIVE</b>				
12'X6' CBC (5-C1, 278' LONG)	CY	412	\$377.84	\$155,615.00
10'X6' CBC (5-C2, 248' LONG)	CY	271	\$368.14	\$99,765.00
8'X6' CBC (5-C3, 51' LONG)	CY	51	\$368.14	\$18,775.00
18" R.C.P. (CLASS III)	LF	101	\$121.57	\$12,266.50
		<i>Sub Total Promotory Way</i>		<i>\$286,421.50</i>
<b>WOLVERINE LOOP</b>				
18" R.C.P. (CLASS III)	LF	66	\$139.72	\$9,207.50
		<i>Sub Total Wolverine Loop</i>		<i>\$9,207.50</i>
<b>PLATEAU LANE</b>				
18" R.C.P. (CLASS III)	LF	114	\$77.27	\$8,816.50
		<i>Sub Total Plateau Lane</i>		<i>\$8,816.50</i>
<b>PINACLE COURT</b>				
18" R.C.P. (CLASS III)	LF	52	\$75.08	\$3,911.50
		<i>Sub Total Pinnacle Court</i>		<i>\$3,911.50</i>
<b>SUB - TOTAL STORM SEWER SYSTEM</b>				<b>\$319,378</b>



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**EXHIBIT C**  
**Anthem**  
**Filing No. 6**

IRRIGATION DISTRIBUTION SYSTEM				
DESCRIPTION	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL AMOUNT
<b>PARKSIDE CENTER DRIVE</b>				
8" PVC	LF	1,441	\$25.00	\$36,028.75
			<i>Sub Total Promotory Way</i>	\$36,028.75
<b>SUB - TOTAL IRRIGATION DISTRIBUTION SYSTEM</b>				
				<b>\$36,029</b>



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## ANTHEM PRIMARY LIFESTYLE ENTRY

Preliminary Landscape Cost Estimate  
 BASED ON SDP SUBMITTAL 12/22/2004

Area Description: ANTHEM FILING 6 (OUTLOT 1 & ROW))

Landscape S.F.	300,603
Hardscape S.F.	65,981
Total S.F.	366,584
Cost/S.F.=	\$ 3.78



Date: 12/30/2004

Category	Unit	Price/Unit	Total Units	Summary
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### A. Landscape

Evergreens				
8' Height	EA	\$ 395.00	128	\$ 50,560.00
10' Height	EA	\$ 450.00	107	\$ 48,150.00
12' Height	EA	\$ 580.00	39	\$ 22,620.00
Shade Trees				
3" Cal.	EA	\$ 418.00	264	\$ 110,352.00
Ornamental Trees				
2 1/2" cal.	EA	\$ 295.00	40	\$ 11,800.00
Manicured Turf				
Sod	SF	\$ 0.45	140,523	\$ 63,235.35
Enhanced Native Turf (Seed)	SF	\$ 0.22	126,506	\$ 27,831.39
Shrub Beds (w/ soil prep, weed barrier fabric, & wood mulch)	SF	\$ 4.00	21,789	\$ 87,156.00
Wetland Plantings	SF	\$ 2.90	11,785	\$ 34,176.50
Landscape Fine Grading	SF	\$ 0.03	303,804	\$ 9,114.12
Irrigation	SF	\$ 0.75	288,818	\$ 216,613.50
Steel Edger	LF	\$ 2.15	2,682	\$ 5,766.30
<b>Subtotal</b>				<b>\$ 687,375.16</b>

### B. Hardscape

Pavement				
Concrete Sidewalk	SF	\$ 3.70	50,406	\$ 186,502.20
Soft Surface Trails	SF	\$ 2.90	3,201	\$ 9,282.90
Asphalt Parking Lot	SF	\$ 2.90	12,374	\$ 35,885.12
Boulders				
3-4'	EA	\$ 400.00	10	\$ 4,000.00
5-6'	EA	\$ 1,350.00	13	\$ 17,550.00
7'+	EA	\$ 1,700.00	2	\$ 3,400.00
Walls				
Colloidal (Stone Veneer)	SFF	\$ 48.00	1011	\$ 48,528.00
Stone Veneer (retaining)	SFF	\$ 58.00	4,251	\$ 246,558.00
Signage				
Model Park Signage (temp)	LS	\$20,000.00	1	\$ 20,000.00
Project Info Sign (Type "A")	LS	\$8,000	2	\$ 16,000.00
<b>Subtotal</b>				<b>\$ 587,706.22</b>

**C. Site Furnishings**

Benches	EA	\$ 2,500.00	5	\$ 12,500.00
Trash Recepticle	EA	\$ 800.00	4	\$ 3,200.00
Bike Rack	EA	\$ 2,500.00	1	\$ 2,500.00
Lighting				
Up light/down light	EA	\$ 700.00	6	\$ 4,200.00
Parking Lot Light	EA	\$ 1,500.00	2	\$ 3,000.00
Model Park Fencing	LF	\$ 35.00	1379	\$ 48,265.00
Emergency Access Gate	LS	\$ 500.00	1	\$ 500.00
Electrical	LS	\$ 15,000.00	1	\$ 15,000.00
<b>Subtotal</b>				<b>\$ 89,165.00</b>

**F. General Requirements**

Mobilization & Gen. Requirements (3%)				\$ 41,500.00
<b>Project Total</b>				<b>\$ 1,384,996.38</b>
<b>Grand Total</b>				<b>\$ 1,384,996.38</b>

**Note: Cost Estimate does not include the following items: pond, earthwork/mass grading, street lighting, electricla (except as noted).**



## ANTHEM PRIMARY LIFESTYLE ENTRY

Preliminary Landscape Cost Estimate  
 BASED ON PRELIMINARY CD PACKAGE 1-23-05  
 Area Description: ANTHEM FILING 6 (OUTLOT 2)

Landscape S.F.	39,530
Hardscape S.F.	22,434
Total S.F.	61,964
Cost/S.F.=	\$ 4.83



DOWNING  
 THORPE  
 JAMES

Date: 12/30/2004

Category	Unit	Price/Unit	Total Units	Summary
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### A. Landscape

Evergreens				
8' Height	EA	\$ 395.00	14	\$ 5,530.00
10' Height	EA	\$ 450.00	14	\$ 6,300.00
12' Height	EA	\$ 580.00	5	\$ 2,900.00
Shade Trees				
3" Cal.	EA	\$ 418.00	56	\$ 23,408.00
Ornamental Trees				
2 1/2" cal.	EA	\$ 295.00	7	\$ 2,065.00
Manicured Turf				
Sod	SF	\$ 0.45	33,465	\$ 15,059.25
Enhanced Native Turf (Seed)	SF	\$ 0.22	0	\$ -
Shrub Beds (w/ soil prep, weed barrier fabric, & wood mulch)	SF	\$ 4.00	6,065	\$ 24,260.00
Wetland Plantings	SF	\$ 2.90	0	\$ -
Landscape Fine Grading	SF	\$ 0.03	33,465	\$ 1,003.95
Irrigation	SF	\$ 0.75	33,465	\$ 25,098.75
Steel Edger	LF	\$ 2.15	174	\$ 374.10
<b>Subtotal</b>				<b>\$ 105,999.05</b>

### B. Hardscape

Pavement				
Concrete Sidewalk	SF	\$ 3.70	10,060	\$ 37,222.00
Soft Surface Trails	SF	\$ 2.90	0	\$ -
Asphalt Parking Lot	SF	\$ 2.90	12,374	\$ 35,885.12
Boulders				
3-4'	EA	\$ 400.00	5	\$ 2,000.00
5-6'	EA	\$ 1,350.00	5	\$ 6,750.00
7'+	EA	\$ 1,700.00	0	\$ -
Walls				
Colloidal (Stone Veneer)	SFF	\$ 48.00	0	\$ -
Stone Veneer (retaining)	SFF	\$ 58.00	0	\$ -
Signage				
Model Park Signage (temp)	LS	\$20,000.00	1	\$ 20,000.00
Project Info Sign (Type "A")	LS	\$8,000	0	\$ -
<b>Subtotal</b>				<b>\$ 101,857.12</b>

**C. Site Furnishings**

Benches	EA	\$ 2,500.00	0	\$ -
Trash Recepticle	EA	\$ 800.00	0	\$ -
Bike Rack	EA	\$ 2,500.00	0	\$ -
Lighting				
Up light/down light	EA	\$ 700.00	6	\$ 4,200.00
Parking Lot Light	EA	\$ 1,500.00	2	\$ 3,000.00
Model Park Fencing	LF	\$ 35.00	1379	\$ 48,265.00
Emergency Access Gate	LS	\$ 500.00	1	\$ 500.00
Electrical	LS	\$ 15,000.00	1	\$ 15,000.00
<b>Subtotal</b>				<b>\$ 70,965.00</b>

**F. General Requirements**

Mobilization & Gen. Requirements (3%)				\$ 41,500.00
<b>Project Total</b>				<b>\$ 299,571.17</b>
<b>Grand Total</b>				<b>\$ 299,571.17</b>

**Note: Cost Estimate does not include the following items: pond, earthwork/mass grading, street lighting, electricla (except as noted).**



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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 60 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 overflights to and from the Airport, or arising from the rights and obligations described in the Avigation Easement.

\_\_\_\_\_  
Lot Purchaser Signature

\_\_\_\_\_  
Lot Purchaser Signature