



**CITY COUNCIL AGENDA MEMORANDUM**

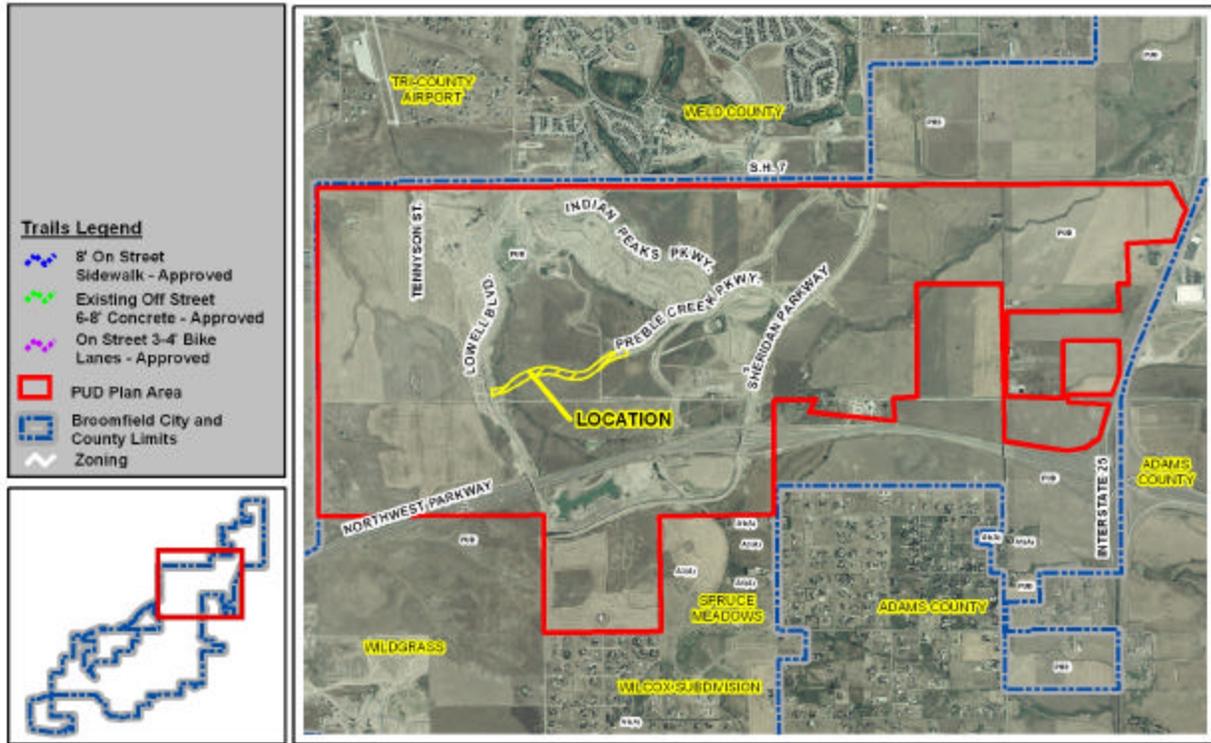
To: Mayor and City Council  
 From: George DiCiero, City and County Manager  
 Lynn Merwin, Senior Planner  
 Terrance Ware, Planning Director  
 Kevin Standbridge, Assistant City and County Manager for Community Development

Meeting Date	Agenda Category	Agenda Item #
July 11, 2006	Council Business	9 (b)
<b>Agenda Title:</b>	<p><b>1. Public Hearing on the Proposed Anthem Filing No. 16 Final Plat and Subdivision Improvement Agreement</b>  <b>Property Location: Preble Creek Parkway, East of Lowell Boulevard and north of the Northwest Parkway</b>  <b>Applicant: Pulte Home Corporation</b>  <b>Following and Subject to the Results of the Public Hearing</b></p> <p><b>2. Consideration of Resolution No. 2006-100, Regarding the Application</b></p>	
<b>Summary</b>		
<ul style="list-style-type: none"> <li>The applicant requests consideration of a proposal for a Final Plat to subdivide and dedicate public right-of-way (ROW) for the western segment of Preble Creek Parkway within the Anthem West development.</li> <li>This proposal will allow for completion of the remaining segment of Preble Creek Parkway by December 1, 2008.</li> <li>The proposed parkway extension is 12.28 acres (.65-miles) and zoned Planned Unit Development (PUD).</li> <li>A Subdivision Improvement Agreement (SIA) provides for the orderly installation and maintenance of public improvements.</li> <li>The Final Plat meets applicable requirements in Title 16 of the Broomfield Municipal Code.</li> <li>The Land Use Review Commission unanimously recommended the proposal for approval.</li> <li>Proposed Resolution No. 2006-100 will approve the Final Plat and Subdivision Improvement Agreement.</li> </ul>	<p>The map displays the proposed parkway extension in yellow, situated within the Anthem West development. The extension runs north-south, east of Lowell Boulevard and north of Northwest Parkway. The map includes a legend for various trail types (W/Os Street, Sidewalk, Curbing Off Street, On Street 3-4' Blue, Lanes) and zoning (PUD Plan Area, Broomfield City and County Limits, Zoning). An inset map shows the location of the project within the city limits of Broomfield, Colorado.</p>	
<b>Prior Council Action</b>		
<ul style="list-style-type: none"> <li>City Council approved the Preble Creek PUD Plan Amendment 1 and amended development agreement in 2003.</li> <li>Site Development Plans for Neighborhoods 1, 2, 6, 7, the welcome lodge, the Anthem Ranch Recreation Center, the North Metro Fire Station, the City/Countywide park and major roadways, including the eastern segment of Preble Creek Parkway, were approved by Council between 2003 - 2006.</li> <li>A PUD amendment for Anthem West and Comprehensive Plan amendment was approved by City Council on March 28, 2006.</li> </ul>		
<b>Financial Considerations</b>		
<ul style="list-style-type: none"> <li>There is no impact on Broomfield's adopted Long-Range Financial Plan. The proposal is consistent with the Comprehensive Plan land use map and the 2030 Recommended Roadway Plan map.</li> </ul>		
<b>Alternatives</b>		
<p>Based on the testimony and evidence presented on the record at the public hearing:</p> <ul style="list-style-type: none"> <li>If the proposed application complies with applicable Broomfield Municipal Code (BMC) review standards and is consistent with the Comprehensive Plan:             <ul style="list-style-type: none"> <li>Approval.</li> </ul> </li> <li>If the proposed plans do not comply with applicable BMC review standards:             <ul style="list-style-type: none"> <li>Remand the case to the Land Use Review Commission for additional review and recommendations;</li> <li>Postpone action on the resolution and continue the hearing to a date certain; or</li> <li>Direct the City and County Attorney to draft findings to support denial.</li> </ul> </li> </ul>		
<b>Proposed Actions/Recommendations</b>		
<ul style="list-style-type: none"> <li>Hold the public hearing.</li> <li>Following and subject to the results of the public hearing, if Council wishes to approve the application it is recommended...  <b>That Resolution No. 2006-100 be adopted.</b></li> </ul>		

## BACKGROUND

### Property Location

The proposed new public street (the western segment of Preble Creek Parkway) is located east of Lowell Boulevard and north of the Northwest Parkway. The street dedication includes approximately 12 acres. The following vicinity map shows the street's location within the boundary of the combined Anthem West and Preble Creek PUD areas.



The area surrounding the new roadway extension is undeveloped. Residential development is underway east and west of Lowell Boulevard. The majority of the future development adjacent to this roadway is anticipated to be "Neighborhood Residential" and "Open Lands." There is a small commercial area planned to the west that is reflected in the Comprehensive Plan map for the area (please see sheet 4).

### Area Wide Context

#### ***Zoning and Prior Approved Plans***

The site is zoned PUD and located within the Anthem West PUD Plan approved in March 2006. The project area is shown within the PUD Plan below. The PUD Plan calls for Open Lands and Neighborhood Residential uses adjacent to this roadway extension. The adjacent areas are currently undeveloped. The PUD Plan envisions the extension of Preble Creek Parkway where proposed.

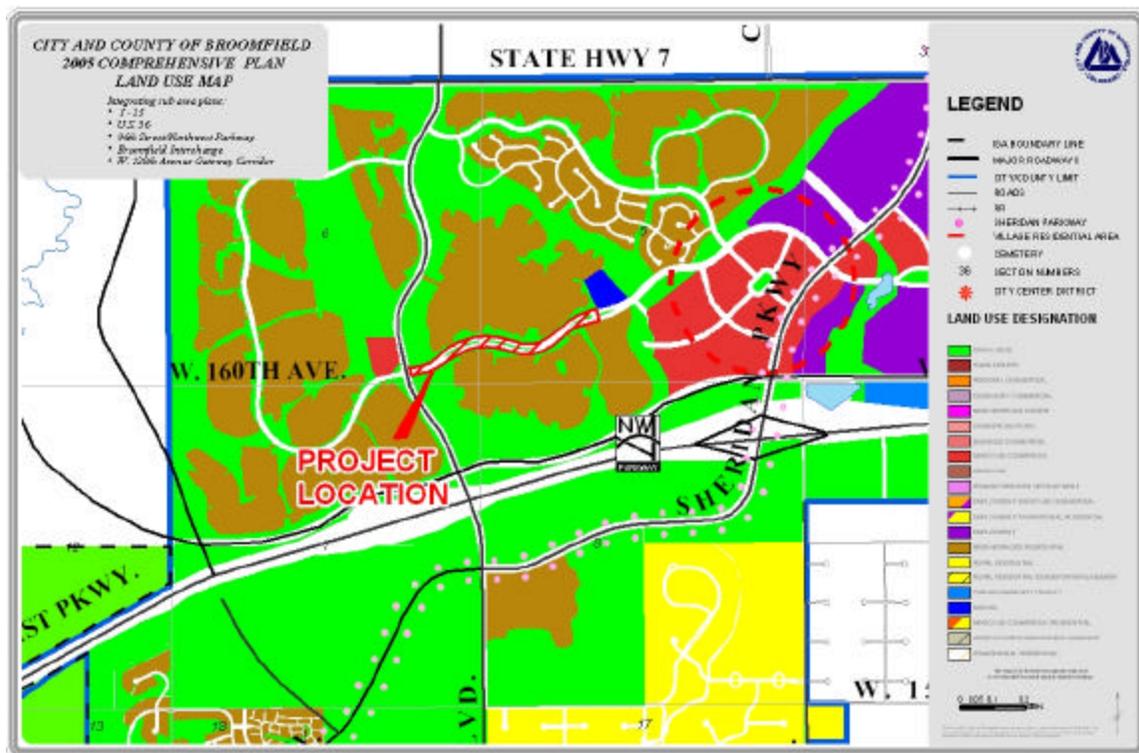


## Relationship to The Comprehensive Plan

### ***Land Use Map and Recommended Roadway Plan Map***

City Council approved the 2005 Comprehensive Plan in October 2005. Subsequently, Council approved an amendment to the land use map for Anthem West on March 28, 2006. The Comprehensive Plan envisions a public street in this area. The proposed project is in compliance with the land use map, the 2030 Recommended Roadway Plan Map, and the goals and policies in the Comprehensive Plan.

The following map is a portion of the land use map that shows the location of the subject property and surrounding area.



### ***Financial Plan***

There is no impact on Broomfield's adopted Long-Range Financial Plan.

### ***Goals and Policies***

Anthem Filing No. 16 will help to meet the following Comprehensive Plan goals and polices:

- Goal TS-B: Major Roadway Connections - Enhance internal east-west...roadway connections within the community.
- Goal TS-C: Alternative Modes - Promote and develop transportation alternatives to reduce dependence on the automobile.

## Concept Review

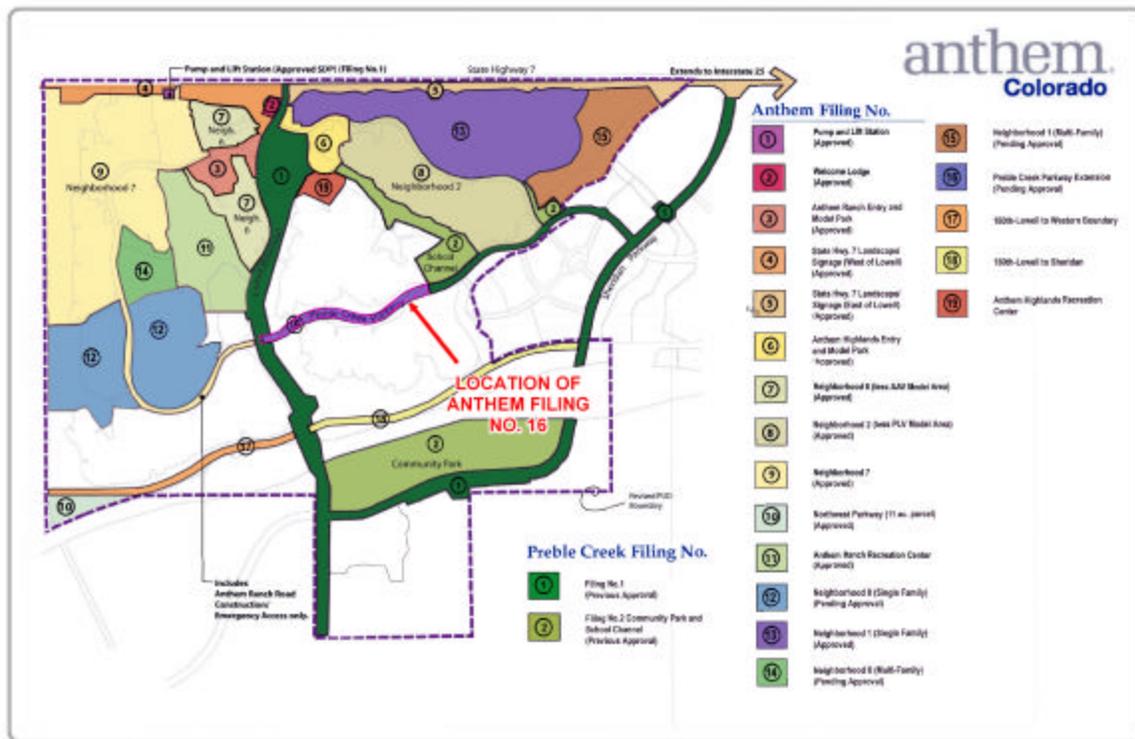
The proposal is a final plat. A concept review is not required to plat property.

## Status of Development

Construction is underway for the major infrastructure to support development of the Anthem project. Additional applications for Site Development Plans and Plats for the development are in process.

Filing No. 16 is a part of Phase One improvements for Anthem Colorado at Broomfield. Phase One improvements include major roadway improvements (Lowell Boulevard, Sheridan Parkway, limited widening of SH 7, Indian Peaks Parkway, Anthem Ranch Road and Preble Creek Parkway); Residential Filings No. 1, 3, 6, 7, 8, 9 and 13; the School Park; the City and Countywide Park; the Anthem Ranch Recreation Center; Open Lands south of the Northwest Parkway; landscaping and the project entry at Lowell Boulevard and SH 7; and the utilities required to serve those areas noted above.

The following map locates approved and pending Filings.



The table below provides a detailed summary regarding activity within Anthem West as of June 1, 2006.

	Filing Number	Description*	Status**	Building Permits Issued	Certificates of Occupancy Issued	Estimated Population at Build-Out	% of Total Estimated Population (25,870)	Estimated Valuation for Commercial Properties	% of Total Estimated Valuation
<b>Preble Creek</b>	1	ROW	AC	NA	NA	0	0		
	2	Public Uses	A	NA	NA	0	0		
<b>Anthem Ranch Age-Restricted</b>	1	Pump Station	AC	NA	NA	0	0		
	2	Welcome Lodge	AC	1	1	0	0		
	3	Model Homes	AC	9	9	38	0		
	4	Highway Buffer	AC	NA	NA	0	0		
	7	SFD Homes	AUC	124	58	286	1		
	9	SFD Homes	AUC	82	0	643	2		
	10	Open Area	A	NA	NA	0	0		
	11	Open Area / Rec. Ctr.	A	0	0	0	0		
	12	SFD Homes	P	0	0	630	2		
	14	SFA Homes	P	0	0	203	1		
17	ROW	P	NA	NA	0	0			
<b>Anthem Highlands</b>	5	Highway Buffer	AC	NA	NA	0	0		
	6	Model Homes	AC	8	8	60	0		
	8	SFD Homes	AUC	132	33	609	2		
	13	SFD Homes	A	0	0	960	4		
	15	MF Homes	P	0	0	NA	0		
	16	ROW	P	NA	NA	0	0		
	18	ROW	P	NA	NA	0	0		
	19	Open Area / Rec. Ctr.	P	0	0	0	0		
<b>TOTALS</b>				355	108	3,429	13%		

\* MF = Multi-Family  
ROW = Right of Way  
SFA = Single Family Attached  
SFD = Single Family Detached

\*\* A = Approved  
AC = Approved and Constructed  
AUC = Approved, Under Construction  
P = Proposed

NA = Not Applicable

## PROJECT DESCRIPTION

### Final Plat

The applicant is requesting approval to plat approximately 12 acres of public right-of-way to be called Preble Creek Parkway. Construction of this western segment of Preble Creek Parkway will complete this roadway and provide an east-west connection between Sheridan Parkway and Lowell Boulevard. The eastern segment was platted in 2003 as part of Preble Creek Parkway Filing No. 1 Final Plat and is open to the public. The existing roadway currently terminates in the vicinity of a future school site shown in blue on the PUD Plan land use map above.

The application complies with applicable requirements set forth in the Broomfield Municipal Code. Attachments to this memorandum include:

- Anthem Filing No. 16 Final Plat (two sheets)

A site development plan is not required to construct the roadway at this time. The Subdivision Improvement Agreement, summarized below, requires the landscape design to be consistent with the design theme for the eastern segment of Preble Creek Parkway as approved in 2003.

**Property Ownership and Developer**

Pulte Home Corporation is the property owner and master developer of this property and the surrounding area.

**Land Use Summary**

The proposed land use is public right-of-way.

ANTHEM FILING NO. 16 FINAL PLAT COMPOSITE LAND USE SUMMARY											
Area	Land Use Coverages	Acres	Lots	Density DU/A	Lot Sizes Square Feet			Floor Area			Proj. Selling Price
					Min	Avg	Max	Min	Avg	Max	
	Public Right-of-Way	12.28	n/a*	n/a*	n/a*	n/a*	n/a*	n/a*	n/a*	n/a*	n/a*
	<b>Total</b>	<b>12.28</b>									

\*These data apply to residential or commercial development and are not applicable for public right-of-way.

**Background Base Data**

1. PROPERTY OWNERS/APPLICANT	Pulte Home Corporation
2. PROPERTY LOCATION	East of Lowell Boulevard and North of the Northwest Parkway
3. PROPERTY SIZE	Approximately 12 acres
4. CURRENT ZONING	PUD
5. CURRENT LAND USE	Undeveloped
6. PROPOSED LAND USE	Public Right-of-Way
7. COMPREHENSIVE PLAN DESIGNATION	Public Right-of-Way

### **Surrounding Land Uses**

	<b>ADJACENT USE/ZONING</b>	<b>COMPREHENSIVE PLAN DESIGNATION</b>
<b>North</b>	Undeveloped / PUD	Neighborhood Residential, School & Open Lands
<b>South</b>	Undeveloped / PUD	Neighborhood Residential and Open Lands
<b>East</b>	Undeveloped / PUD	Neighborhood Residential and Open Lands
<b>West</b>	Undeveloped / PUD	Mixed Use Commercial and Open Lands

### **Circulation**

Access to the Preble Creek Parkway is provided from Lowell Boulevard on the west and Sheridan Parkway on the east. The completion of the western segment of Preble Creek Parkway will improve the east-west roadway connectivity within the Anthem West development. Preble Creek Parkway will include one through lane in each direction plus turn lanes, on-street bike lanes, eight-foot sidewalks a landscaped median and a below grade pedestrian crossing to connect the future neighborhoods anticipated to the north and south of the roadway. The roadway will allow direct travel between Lowell Boulevard and Sheridan Parkway.

The western terminus of Preble Creek Parkway will align with Anthem Ranch Road, the main loop road within the Active Adult Community west of Lowell Boulevard. Anthem Ranch Road is currently under construction. Approximately 50 percent of this road is accessible but frequently closed due to heavy construction currently underway in the area.

### **Landscape Design**

The landscaping will be consistent with the design intent for the eastern segment of this same roadway approved with Preble Creek Parkway Filing No. 1 in 2003. The intent responds to the anticipated adjacent land use and is described as follows:

From the east where it intersects Sheridan Parkway to the Community Ditch, the Preble Creek Parkway streetscape consists of more formal plantings complimenting the urban character of the adjacent land uses. Street trees with consistent on center spacing transition to formal stands of ornamental and deciduous trees allowing for open views from the future Mixed Use Commercial (MUC) to the adjacent park space north of Preble Creek Parkway. Low maintenance turf, ornamental trees and layered shrub beds alternate along the ground plane to provide texture and announce intersections. After crossing the Community Ditch, the streetscape becomes less formal. Responding to the adjacent park and open lands, street and ornamental trees are clustered in less formal groupings while evergreens extend from the park across a generous median of low maintenance turf.

Since the land uses adjacent to the western segment are open lands and residential, the streetscape is expected to reflect the more informal elements of the design theme described above.

## **SUBDIVISION IMPROVEMENT AGREEMENT**

The proposed Subdivision Improvement Agreement (SIA) is included as an attachment to the approving Resolution for this proposal. The SIA contains the following four exhibits:

- Exhibit A, the project legal description;
- Exhibit B, the final plat;
- Exhibit C, schedule of public improvements for the proposed project; and
- Exhibit D, a typical irrevocable letter of credit form.

The SIA is a legally binding contract between the City and County of Broomfield and Pulte Home Corporation which identifies and provides for the orderly installation and maintenance of all public improvements associated with the proposed development. These improvements include utilities, drainage, landscaping and traffic control devices. Special provisions addressed in the SIA include the following:

- **Timing of Completion.** The roadway, adjacent eight-foot sidewalks, landscaping and a pedestrian underpass shall be completed by December 1, 2008. Landscaping shall be installed within the medians and from the back of curb to the sidewalks. Any remaining landscaping within the right-of-way, beyond the sidewalk, shall be completed with adjacent development.
- **Landscape Maintenance.** Broomfield shall be responsible for the right-of-way landscape maintenance until future adjacent development plans are submitted at which time the responsibility may be reconsidered and reassigned to the Developer.
- **Landscape and Pedestrian Underpass Design and Construction.** The Developer agrees: 1) to install landscaping that is consistent with the landscape design theme for the eastern segment of Preble Creek Parkway and 2) to construct the pedestrian underpass consistent with the underpass design and materials that were as used for the existing underpass on Lowell Boulevard.

## **STAFF REVIEW OF KEY ISSUES**

There are no key issues for this proposal.

## **APPLICABLE MUNICIPAL CODE PROVISIONS**

A public hearing is required. At the conclusion of the public hearing, the City Council reviews the application based on the following provisions of the BMC.

**16-20-090 Review Standards (Final Plat)**

The recommendation of the land use review commission and the decision of the City Council shall be based on whether the applicant has demonstrated that the proposed final plat meets the standards set forth in section 16-16-110 and is generally consistent with an approved preliminary plat, if there is one. No final plat will be recommended by the land use review commission or approved by the City Council until such maps, data, surveys, analyses, studies, reports, plans, designs, documents, and other supporting materials as may be required herein have been submitted and reviewed, and found to meet the planning, engineering, and surveying requirements of the city required; provided, however, that the city engineer may waive any final plat requirement for good cause shown.

**16-16-110 Review standards (Preliminary Plat).**

The recommendation of the land use review commission and the decision of the City Council shall be based on whether the applicant has demonstrated that the proposed preliminary plat meets the following standards:

- A. The project should not create, or should mitigate to the extent possible, negative impacts on the surrounding property.
- B. The project should provide desirable settings for buildings, make use of natural contours, protect the view, and afford privacy and protection from noise and traffic for residents and the public.
- C. The project should preserve natural features of the site to the extent possible.
- D. The proposed traffic flow and street locations should be consistent with the City's master plan, should be in accordance with good engineering practice, and should provide for safe and convenient movement.
- E. The lots and tracts should be laid out to allow efficient use of the property to be platted.
- F. The proposed public facilities and services should be adequate, consistent with the city's utility planning, and capable of being provided in a timely and efficient manner.
- G. The proposal should comply with the design standards of chapter 16-28, the improvement requirements of chapter 16-32, and the standards and specifications of chapter 14-04.
- H. The proposal should be consistent with the need to minimize flood damage.
- I. The proposal should have public utilities and facilities, such as sewer, gas, electrical, and water systems, located and designed to minimize flood damage.
- J. The proposal should have adequate drainage provided to reduce exposure to flood damage.

**LAND USE REVIEW COMMISSION ACTION**

On May 22, 2006, the Land Use Review Commission (LURC) held a public hearing to review the proposed plans and recommended approval of the proposed Final Plat. LURC unanimously voted to recommend approval of LURC Resolution 2006-12 (Attachment 1) for the proposed Final Plat.

**LAND USE REVIEW COMMISSION**

RESOLUTION NO. LUR-2006-12 Option A

A RESOLUTION RECOMMENDING APPROVAL OF ANTHEM FILING NO. 16  
FINAL PLAT FOR THE WESTERN SEGMENT OF PREBLE CREEK PARKWAY  
APPROXIMATELY LOCATED EAST OF LOWELL BOULEVARD  
AND NORTH OF NORTHWEST PARKWAY

BE IT RESOLVED BY THE LAND USE REVIEW COMMISSION OF THE CITY AND  
COUNTY OF BROOMFIELD, COLORADO:

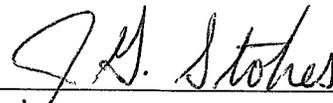
Section 1. The Broomfield Land Use Review Commission finds that:

- 1.1 An application for Anthem Filing No. 16 Final Plat has been submitted.
- 1.2 Said application consists of the following sheets:  
Final Plat two 11" x 17" sheets.
- 1.3 Said application was considered during a public hearing held May 22, 2006.
- 1.4 Proper notice was given in accordance with chapter 17-52 of the Broomfield  
Municipal Code.
- 1.5 Said application is in conformance with the applicable requirements of the  
Broomfield Municipal Code.

Section 2. This Resolution constitutes the written report, findings, and recommendation  
or decision of the Broomfield Land Use Review Commission.

Section 3. Recommendation. On the basis of the above, the Broomfield Land Use  
Review Commission recommends approval of the application.

PASSED unanimously on May 22, 2006.



Chairman  
Land Use Review Commission



Secretary  
Land Use Review Commission

RESOLUTION NO. 2006-100

A RESOLUTION APPROVING ANTHEM FILING NO. 16 FINAL PLAT  
FOR THE WESTERN PORTION OF PREBLE CREEK  
PARKWAY AND SUBDIVISION IMPROVEMENT AGREEMENT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY AND COUNTY OF  
BROOMFIELD, COLORADO:

Section 1. Pursuant to the provisions of chapter 16-20 Broomfield Municipal Code, Anthem Filing No. 16 Final Plat for the western portion of Preble Creek Parkway, attached hereto, is hereby approved.

Section 2. The subdivision improvement agreement by and between the City and County of Broomfield and Pulte Home Corporation, attached hereto, is hereby approved, and the mayor or mayor pro tem is authorized to sign and the city clerk to attest, in a form approved by the city & county attorney.

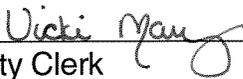
Section 3. This resolution is effective upon its approval by the City Council.

APPROVED on July 11, 2006.

THE CITY AND COUNTY OF BROOMFIELD,  
COLORADO

  
\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City & County Attorney

CITY AND COUNTY OF BROOMFIELD SUBDIVISION IMPROVEMENT AGREEMENT  
FOR  
ANTHEM FILING NO. 16

THIS AGREEMENT, made and entered into this 11<sup>th</sup> day of July, 2006, 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. 16 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 and County 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.

Subdivision Improvement Agreement for Anthem Filing No. 16

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 November 30, 2008, 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.

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

Subdivision Improvement Agreement for Anthem Filing No. 16

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.

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

Subdivision Improvement Agreement for Anthem Filing No. 16

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 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

Subdivision Improvement Agreement for Anthem Filing No. 16

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 sewer services. The Developer, for itself, its heirs, successors, and assigns hereby

Subdivision Improvement Agreement for Anthem Filing No. 16

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.

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.

Subdivision Improvement Agreement for Anthem Filing No. 16

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 Revision.

14.1 Timing of Completion. The roadway, adjacent eight-foot sidewalks, landscaping and a pedestrian underpass shall be completed by December 1, 2008. Landscaping shall be installed within the medians and from the back of curb to the sidewalks. Any remaining landscaping within the right-of-way, beyond the sidewalk, shall be completed with adjacent development.

14.2 Landscape Maintenance. Broomfield shall be responsible for the right-of-way landscape maintenance until future adjacent development plans are submitted at which time the responsibility may be reconsidered and reassigned to the Developer. Broomfield shall be responsible for the right-of-way landscape maintenance until future adjacent development plans are submitted at which time the responsibility may be reconsidered and reassigned to the Developer.

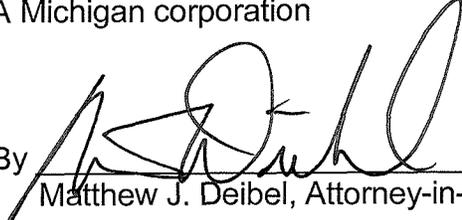
14.3 Landscape Design and Pedestrian Underpass Design and Construction. The Developer agrees: 1) to install landscaping that is consistent with the landscape design theme for the eastern segment of Preble Creek Parkway and 2) to construct the pedestrian underpass consistent with the underpass design and materials that were as used for the existing underpass on Lowell Boulevard. The Developer agrees to install landscaping that is consistent with the landscape design theme for the eastern segment of Preble Creek Parkway.



Subdivision Improvement Agreement for Anthem Filing No. 16

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above-written.

PULTE HOME CORPORATION  
A Michigan corporation

By   
Matthew J. Deibel, Attorney-in-fact

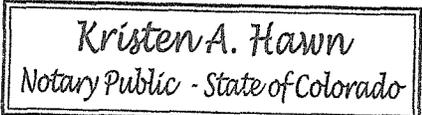
ATTEST:

  
~~Don Guerra, Director of Land Development, Pulte Home Corporation~~  
John W. Wirtz, Controller, Pulte Home Corporation

STATE OF COLORADO )  
                                  ) ss.  
COUNTY OF Arapahoe

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of June, 2006, by Matthew Deibel, as ~~General Manager~~ Attorney In-Fact, and John W. Wirtz, as ~~Director of Land Development~~ Controller, Pulte Home Corporation.

My commission expires: August 29, 2007

  
My Commission Expires: August 29, 2007

  
Notary Public

WITNESS my hand and official seal.

Subdivision Improvement Agreement for Anthem Filing No. 16

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



Karen Stuart  
Mayor

ATTEST:

Vicki Marc  
City Clerk

(SEAL)

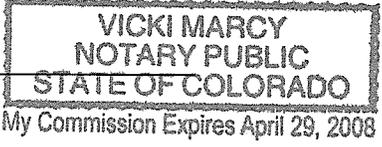
APPROVED AS TO FORM:

William A. Tompkins  
City & County Attorney

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF BROOMFIELD)

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of July, 2006, 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. 16**

A parcel of land being a portion of Outlots 4 & 6, Preble Creek Filing No. 1, recorded at the City and County of Broomfield Clerk & Recorder's Office on April 23, 2004 at Reception number 2004005783, and a portion of unplatted lands lying in the Southwest Quarter of Section 5 and the Southeast Quarter of Section 6, Township 1 South, Range 68 West, of the 6th Principal Meridian, City and County of Broomfield, Colorado, being more particularly described as follows:

COMMENCING at the Southwest corner of said Section 5 (found 3 1/4" Aluminum Cap flush with ground "PLS 35597");

WHENCE the South Quarter corner of said Section 5 (found 2" aluminum cap on 1" axle "LS 35597 T1S R68W 1/4 S8 S5 2001") bears N89°32'13"E (Basis of Bearing-assumed) a distance of 2641.59 feet;

THENCE N84°29'21"W a distance of 1106.17 feet to a point on the easterly Line of Lowell Boulevard, as dedicated by said Preble Creek Filing No. 1, being the POINT OF BEGINNING.

THENCE N12°39'46"W a distance of 183.00 feet along the easterly line of said Lowell Boulevard;  
THENCE along the arc of a curve to the left, having a central angle of 90°00'00", a radius of 30.00 feet, a chord bearing of S57°39'46"E a distance of 42.43 feet, and an arc distance of 47.12 feet;

THENCE N77°20'14"E tangent with the last and following described curves a distance of 192.79 feet;

THENCE along the arc of a curve to the left, having a central angle of 32°22'50", a radius of 438.50 feet, a chord bearing N61°08'49"E a distance of 244.53 feet, and an arc distance of 247.82 feet;

THENCE N44°57'24"E tangent with the last and following described curves a distance of 33.99 feet;

THENCE along the arc of a curve to the right, having a central angle of 60°18'02", a radius of 1137.00 feet, a chord bearing N75°06'25"E a distance of 1142.16 feet, and an arc distance of 1196.63 feet;

THENCE S74°44'34"E tangent with the last and following described curves a distance of 256.11 feet;

THENCE along the arc of a curve to the left, having a central angle of 53°39'29", a radius of 523.00 feet, a chord bearing N78°25'41"E a distance of 472.09 feet, and an arc distance of 489.80 feet;

THENCE N51°35'56"E tangent with the last and following described curves a distance of 340.40 feet;

THENCE along the arc of a curve to the right, having a central angle of 24°45'51", a radius of 1236.00 feet, a chord bearing N63°58'52"E a distance of 530.07 feet, and an arc distance of 534.22 feet;

THENCE N76°21'47"E tangent with the last described curve a distance of 43.13 feet;

THENCE S13°38'13"E along the westerly line of Preble Creek Parkway as dedicated by said Preble Creek Filing No. 1; a distance of 192.00 feet;

THENCE S76°21'47"W tangent with the following described curve a distance of 197.24 feet;

THENCE along the arc of a curve to the left, having a central angle of 24°45'51", a radius of 864.00 feet, a chord bearing S63°58'52"W a distance of 370.53 feet, and an arc distance of 373.43 feet;

THENCE S51°35'56"W tangent with the last and following described curves a distance of 313.11 feet;

THENCE along the arc of a curve to the right, having a central angle of 53°39'29", a radius of 667.00 feet, a chord bearing S78°25'41"W a distance of 602.08 feet, and an arc distance of 624.65 feet;

THENCE N74°44'34"W tangent with the last and following described curves a distance of 234.04 feet;



2006014143 10/26/2006 02:32P AG  
 11 of 14 R 0.00 D 0.00 City&Cnty Broomfield



2006016479 12/11/2006 02:24P AG  
 11 of 15 R 0.00 D 0.00 City&Cnty Broomfield

THENCE along the arc of a curve to the left, having a central angle of 46°52'02", a radius of 963.00 feet, a chord bearing S81°49'25"W a distance of 765.95 feet, and an arc distance of 787.72 feet;  
 THENCE S58°23'24"W tangent with the last and following described curves a distance of 399.07 feet;  
 THENCE along the arc of a curve to the right, having a central angle of 18°56'50", a radius of 561.50 feet, a chord bearing S67°51'49"W a distance of 184.84 feet, and an arc distance of 185.68 feet;  
 THENCE S77°20'14"W tangent with the last and following described curves a distance of 192.79 feet;  
 THENCE along the arc of a curve to the left, having a central angle of 90°00'00", a radius of 30.00 feet, a chord bearing S32°20'14"W a distance of 42.43 feet, and an arc distance of 47.12 feet; to the POINT OF BEGINNING.

Containing 535,152 square feet, (12.285 Acres), more or less.



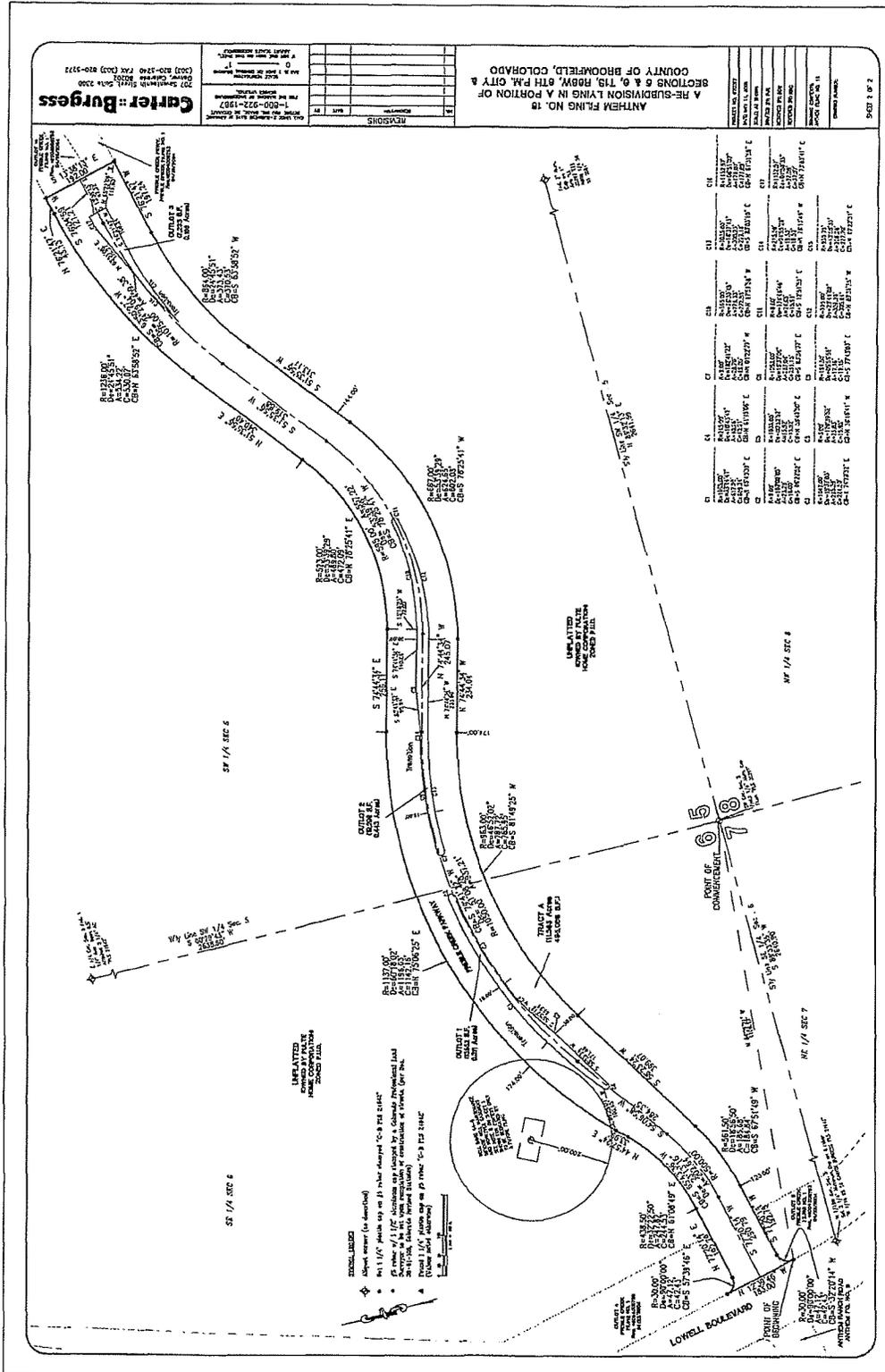




EXHIBIT C  
ANTHEM

Filing No. 16

Preble Creek Parkway - Phase II

DESCRIPTION	APPROXIMATE QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
<b>WATER DISTRIBUTION SYSTEM IMPROVEMENTS</b>				
12" P.V.C. WATER LINE	3,411	LF	\$48.69	\$166,081.59
8" PRESSURE REDUCTION VALVE AND VAULT	1	EA	\$12,000.00	\$12,000.00
<b>SUB - TOTAL</b>				<b>\$178,081.59</b>
<b>STORM SEWER SYSTEM IMPROVEMENTS</b>				
18" R.C.P. (CLASS III)	319	LF	\$194.35	\$61,960.00
24" R.C.P. (CLASS III)	319	LF	\$87.67	\$27,924.00
30" R.C.P. (CLASS III)	1,761	LF	\$69.54	\$122,466.00
36" R.C.P. (CLASS III)	969	LF	\$90.81	\$87,994.89
6" PERFORATED PVC	6,578	LF	\$20.87	\$137,271.00
18" PVC SLEEVE	188.00	LF	\$45.00	\$8,460.00
PEDESTRIAN CULVERT	1.00	LS	\$124,500.00	\$124,500.00
RETAINING WALL	1,818	SF	\$60.00	\$109,080.00
<b>SUB - TOTAL</b>				<b>\$679,655.89</b>
<b>ROADWAY IMPROVEMENTS (PREBLE CREEK PKWY., 3500 L.F.)</b>				
5" FULL DEPTH ASPHALT PAVEMENT	16,163	SY	\$7.60	\$122,838.80
6" AGGREGATE BASE COURSE (CLASS 6)	16,163	SY	\$4.50	\$72,733.50
2' PAVED MEDIAN	1,395	SY	\$27.30	\$38,083.50
6" VERTICAL CURB WITH 1' PAN	6,307	LF	\$24.00	\$151,368.00
6" VERTICAL CURB WITH 2' PAN	6,502	LF	\$35.00	\$227,570.00
8' DETACHED SIDEWALK	5,643	SY	\$27.30	\$154,053.90
PEDESTRIAN RAMP	8	EA	\$1,500.00	\$12,000.00
STREET SIGNS	13	EA	\$500.00	\$6,500.00
<b>SUB - TOTAL</b>				<b>\$785,148.00</b>
<b>GRAND TOTAL</b>				<b>\$1,642,885.48</b>





**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)

# ANTHEM FILING NO. 16 FINAL PLAT

Item 9(b)  
Anthem Filing No. 16 Final Plat and  
Subdivision Improvement Agreement  
Resolution No. 2006-100

For the Council Meeting of July 11, 2006

A REPLAT OF A PORTION OF OUTLOTS 4 AND 6, 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 AND A PORTION OF UNPLATTED LANDS LYING IN  
THE SOUTHWEST QUARTER OF SECTION 5 AND THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE  
6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO

**LEGAL DESCRIPTION & DEDICATION:**

BY THESE PRESENTS, the undersigned being the owner of:

A parcel of land being a portion of Outlots 4 & 6, Preble Creek Filing No. 1, recorded at the City and County of Broomfield Clerk & Recorder's Office on April 23, 2004 at Reception number 2004005783, and a portion of unplatted lands lying in the Southwest Quarter of Section 5 and the Southeast Quarter of Section 6, Township 1 South, Range 68 West, of the 6th Principal Meridian, City and County of Broomfield, Colorado, being more particularly described as follows:

COMMENCING at the Southwest corner of said Section 5 (found 3 1/4" Aluminum Cap flush with ground "PLS 35597");  
WHENCE the South Quarter corner of said Section 5 (found 2" aluminum cap on 1" axle "IS 35597 TIS R68W 1/4 SB S5 2001") bears N89°32'13"E 2641.59 feet;  
THENCE N64°29'21"W a distance of 1108.17 feet to a point on the easterly line of Lowell Boulevard, as dedicated by said Preble Creek Filing No. 1, being the POINT OF BEGINNING;  
THENCE N12°39'46"W along the easterly line of said Lowell Boulevard a distance of 183.00 feet;  
THENCE along the arc of a curve to the left, having a central angle of 90°00'00", a radius of 30.00 feet, a chord bearing of S57°39'46"E a distance of 42.43 feet, and an arc distance of 47.12 feet;  
THENCE N77°20'14"E tangent with the last and following described curves a distance of 192.79 feet;  
THENCE along the arc of a curve to the left, having a central angle of 32°22'50", a radius of 438.50 feet, a chord bearing N61°08'49"E a distance of 244.53 feet, and an arc distance of 247.82 feet;  
THENCE N44°57'24"E tangent with the last and following described curves a distance of 33.99 feet;  
THENCE along the arc of a curve to the right, having a central angle of 60°18'02", a radius of 1137.00 feet, a chord bearing N75°06'25"E a distance of 1142.16 feet, and an arc distance of 1196.63 feet;  
THENCE S74°44'34"E tangent with the last and following described curves a distance of 256.11 feet;  
THENCE along the arc of a curve to the left, having a central angle of 53°39'29", a radius of 523.00 feet, a chord bearing N78°25'41"E a distance of 472.09 feet, and an arc distance of 489.80 feet;  
THENCE N51°35'56"E tangent with the last and following described curves a distance of 340.40 feet;  
THENCE along the arc of a curve to the right, having a central angle of 24°45'51", a radius of 1236.00 feet, a chord bearing N63°58'52"E a distance of 530.07 feet, and an arc distance of 534.22 feet;  
THENCE N76°21'47"E tangent with the last described curve a distance of 43.13 feet;  
THENCE S13°38'13"E along the westerly line of Preble Creek Parkway as dedicated by said Preble Creek Filing No. 1 a distance of 192.00 feet;  
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THENCE S56°23'24"W tangent with the last and following described curves a distance of 399.07 feet;  
THENCE along the arc of a curve to the right, having a central angle of 18°56'50", a radius of 561.50 feet, a chord bearing S67°51'49"W a distance of 184.84 feet, and an arc distance of 185.68 feet;  
THENCE S77°20'14"W tangent with the last and following described curves a distance of 192.79 feet;  
THENCE along the arc of a curve to the left, having a central angle of 90°00'00", a radius of 30.00 feet, a chord bearing S32°20'14"W a distance of 42.43 feet, and an arc distance of 47.12 feet to the POINT OF BEGINNING.

Containing 535,152 square feet, (12.285 Acres), more or less.

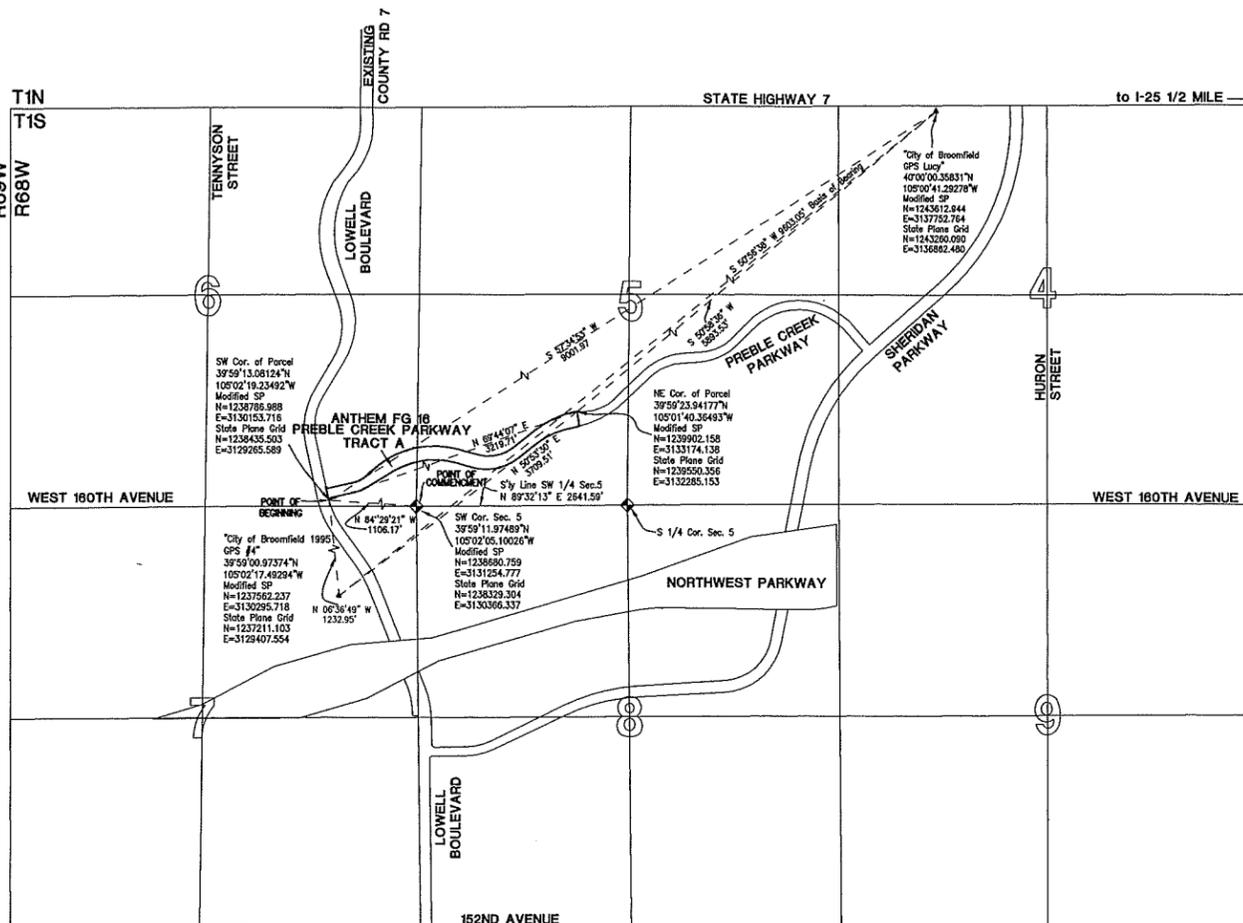
Has laid out, platted, and subdivided the above described land, under the name and style of ANTHEM FILING NO. 16, and by these presents dedicates, grants, and conveys in fee simple to the City and County of Broomfield for public use the streets, rights-of-way, other public ways, Tract A and Outlots 1, 2 & 3, as shown or noted on the plat; and grants to the City and County of Broomfield all easements as shown or noted on the plat for public and municipal uses and for use by franchisees of the City and County of Broomfield and for use by public and private utilities.

**SYMBOL LEGEND**

- ▲ Aliquot corner (as described)
- Set 1 1/4" plastic cap on #5 rebar stamped "C-B PLS 24942"
- #5 rebar w/ 1 1/2" aluminum cap stamped by a Colorado Professional Land Surveyor to be set upon completion of construction of streets. (per Sec. 38-51-105, Colorado Revised Statutes)
- ▲ Found 1 1/4" plastic cap on #5 rebar "C-B PLS 24942" (Unless noted otherwise)

**SHEET INDEX**

Sheet 1 Cover Sheet  
Sheet 2 PLAT



**MONUMENTATION NOTICE:**

Any person who knowingly removes, alters or defaces any public land survey monument or accessory commits a class two (2) misdemeanor pursuant to state statute 18-4-508 C.R.S.

**STATEMENT OF ACCURACY:**

The Colorado Coordinate System hereon shown is defined as 2nd order, Class 2-1, 1:50,000 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 Committee.

**NOTES:**

- 1) Streets, rights-of-way, and other public ways shown are hereby dedicated to the City and County of Broomfield by this plat.
- 2) Outlots 1, 2 & 3 are for the purpose of landscaping medians.
- 3) 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 the well maintenance and workover easement. (Ord. No. 1698 amended 11/12/2002)

**ZONING NOTE:**

Lands contained within and adjacent to this Final Plat are zoned as P.U.D.

**STATUTE OF LIMITATIONS:**

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 of the date of certification shown hereon.

**PROJECT DATUM:**

Geodetic coordinates are based on NAD 83(1992)  
Orthometric Heights are based on the NAVD 88  
State Plane coordinates are based on the Colorado North Zone (501)  
Units are US Survey Feet (sft)

Project (Ground) coordinates are Modified State Plane  
Project Combined factor = 0.999716267

Project coordinates were modified to ground at NGS 1ST Order horizontal control mark "LUCY"  
The mark is a City of Broomfield 3 1/4" brass disk set into 18" round concrete post, flush with the ground.  
The location of the mark matches the NGS Data sheet "Station Description"

Designation = LUCY  
Project Point Number = 464  
NGS PID = AI3578  
NAD 83(1992) Coordinates  
Latitude = 40° 00' 00.35831" (N)  
Longitude = 105° 00' 41.29278" (W)  
Ellp. Height = 5240.15 sft  
NAVD 88 Elevation = 5297.00 sft

State Plane coordinates North Zone (501)  
N = 1,243,260.090 sft  
E = 3,136,862.480 sft

Modified State Plane coordinates (Ground)  
N = 1,243,612.944 sft  
E = 3,137,752.764 sft

Project Bench Mark:  
"LUCY" as described above.  
NAVD 88 Elevation = 5297.00 sft

**BASIS OF BEARING:**

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 GPS LUCY") 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°56'38"W a distance of 9603.05 feet.

**TITLE AND EASEMENT NOTE:**

This survey does not constitute a title search by Carter & Burgess, Inc. to determine ownership or easements of record. For all information regarding easements, Carter & Burgess relied upon Title Commitment Number AB70129651 dated December 16, 2005 at 5:00 p.m., prepared by Land Title Guarantee Company and issued by Chicago Title Insurance Company. All tax information, liens, if any, leases, deeds of trust, releases, assignments, assumptions, terms, agreements, provisions, conditions and obligations for the property shown hereon are reflected in said title commitment.

**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 \_\_\_, 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 represent to the City and County of Broomfield that the owner and subdivider granting any easement hereon owns them in fee simple, free and clear of all liens and encumbrances, and the City and County of Broomfield may rely upon this representation in accepting such dedications.

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

**SURVEYOR'S CERTIFICATE**

I Kenneth W. Carlson, a duly registered Professional Land Surveyor in the State of Colorado, do hereby certify that this plat of ANTHEM FILING NO. 16 truly and correctly represents the results of a survey made under my supervision and has been performed in accordance with Colorado State Law.

Kenneth W. Carlson PLS 24942

For and on behalf of  
Carter & Burgess, Inc.  
Date: \_\_\_\_\_

**OWNER'S CERTIFICATE**

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

PULTE HOME CORPORATION, a Michigan Corporation  
2701 WEST 160TH AVENUE  
BROOMFIELD, CO 80020

By: Matthew J. Deibel  
Attorney-in-Fact, Pulte Home Corporation

**ACKNOWLEDGMENT:**

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

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

Notary Public \_\_\_\_\_

**Carter & Burgess**

707 Seventeenth Street, Suite 2300  
Denver, Colorado 80202  
(303) 820-5240 FAX (303) 820-5272

CALL UNCO 2-BUSINESS DAYS IN ADVANCE  
BEFORE YOU DIG, GRADE, OR EXCAVATE  
1-800-922-1987  
FOR THE MARKING OF UNDERGROUND  
MEMBER UTILITIES.  
SCALE VERIFICATION  
BAR IS 1 INCH ON ORIGINAL  
IF NOT ONE INCH ON THIS SHEET,  
ADJUST SCALES ACCORDINGLY.

NO.	REVISIONS	DATE	BY
	DESCRIPTION		

ANTHEM FILING NO. 16  
A RE-SUBDIVISION LYING IN A PORTION OF  
SECTIONS 5 & 6, T1S, R68W, 6TH P.M. CITY &  
COUNTY OF BROOMFIELD, COLORADO

PROJECT NO. 070297

DATE: MAY 11, 2006

SCALE: AS SHOWN

DRAFTED BY: PJR

DESIGNED BY: DOW

REVIEWED BY: KWC

DRAWING CONTENTS:

ANTHEM FILING NO. 16

DRAWING NUMBER:

SHEET 1 OF 2

