



AGREEMENT
BY AND BETWEEN THE CITY AND COUNTY OF BROOMFIELD AND
PULTE HOME CORPORATION
TO ESTABLISH GUIDELINES CONCERNING THE DEDICATION, OWNERSHIP, AND
MAINTENANCE OF OPEN LANDS WITHIN THE ANTHEM WEST PUD

THIS AGREEMENT (“Agreement”) is entered into as of this 10th day of March, 2009, by and between the CITY AND COUNTY OF BROOMFIELD, a Colorado county and municipal corporation (the “City”), and PULTE HOME CORPORATION, a Michigan corporation (the “Developer”) (collectively, the City and Developer are referred to as the “Parties”).

The Parties are desirous of establishing a guideline for the dedication, ownership and maintenance of outlots, tracts, open space, parks, trails and similarly areas within the Anthem West PUD that are platted as separate parcels of land in order to identify parcels that will be dedicated to the City for ownership and maintenance and parcels that will be owned and maintained by a homeowners association or governmental entity other than the City.

The Parties recognize that adopting a framework that serves to identify parcels for dedication during the land use review process will have the benefits of promoting better development planning, promoting better fiscal planning by allowing the Parties to more accurately forecast future maintenance costs, and allow for a more logical and integrated approach to allocating maintenance responsibilities among parcels within the Anthem West PUD.

The City and Developer have prepared a diagram representative of the Anthem West PUD which shows and labels the outlots, tracts, open lands and similar areas (the “Tracts”) that are currently platted or are anticipated to be platted in the future. The diagram includes a summary table of these parcels which identifies each Tract, its location, and identifies the person that is intended to own and maintain each of the Tracts. The diagram is titled “Anthem Ownership and Maintenance Diagram” a copy of which is attached hereto as Exhibit A and incorporated herein by this reference (the “Diagram”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Diagram. The City and Developer agree to use the Diagram as a reference document to help guide and inform the land use decision-making process when determining the ownership of and maintenance responsibilities for outlots, tracts, open space, parks, trails, right-of-way tree lawns, medians and similar areas shown on the Diagram. Specifically, without limitation, the Diagram shall be used as a guideline (i) when planning, reviewing or evaluating plats, site development plans, and planned unit development plans, (ii) in negotiating and preparing subdivision improvement agreements and other types of development agreements by and between the Parties, (iii) when evaluating Tracts to determine if they are suitable for dedication to the City, or for ownership by a homeowners association or a governmental entity other than the City, and (iv) as a basis for negotiating the exchange of parcels in circumstances where the current dedications, ownership and maintenance obligations are inconsistent with the Diagram. Once all



residential subdivisions within the Anthem West PUD have been initially platted in accordance with the applicable subdivision regulations of the City, the Parties agree that they will update the Diagram so that it accurately reflects all actual ownership and maintenance obligations with respect to the Tracts, whether established by recorded subdivision plat, development plan, agreement or instrument of record.

2. Future Plats and Site Development Plans. Developer agrees to consult the Diagram when preparing plats, site development plans, planned unit development plans and similar documents for submittal to the City. To the extent feasible and practicable, offers of dedication of lands to the City and other designations of ownership and maintenance obligations contained within such submittals are intended to generally conform to the ownership designations set forth on the Diagram. The City agrees to refer to the Diagram when considering and evaluating such dedications.

3. Tract Specific Provisions.

A. Community Ditch. The Community Ditch, which is operated by the Farmers Reservoir And Irrigation Company ("FRICO"), runs along the east boundary of the property and lies within various Tracts of land as shown of the Diagram. As a general guideline, when determining the ownership and maintenance responsibilities for such Tracts, the Parties intend that the City own and maintain the ditch right-of-way, as is illustrated on the Diagram.

B. Welcome Lodge and Gate House Entry Feature. The Parties intend that the Welcome Lodge located on that Tract identified as Item 19 on the Diagram will be owned and maintained by a separate private entity not affiliated with either the Developer or a homeowners association. The Gate House Entry Feature located in that Tract identified as Item 21 on the Diagram, will be owned and maintained by a homeowners association and used by the Broomfield Police Department subject to the License Agreement For Use Of Anthem Gatehouse, executed on June 24, 2008.

C. Buffalo Sculptures. A feature of the Anthem West residential development is the installation of certain public art consisting of large metal buffalo sculptures. These sculptures are movable and have been and are intended to be displayed adjacent to Highway 7 and/or Lowell Blvd. at various locations within those Tracts identified as but not limited to Items 18, 19A, 26, 27, 31 and 101 on the Diagram. The Parties intend that a homeowners association will own, maintain, repair and replace the buffalo sculptures.

D. Ponds. The parties intend that the City will own, maintain repair and replace the ponds located on Tracts 1, 3, 14, 18, 19A, 30, 48, 74, 88, 101, 120, 125, 147, 170 subject to the following maintenance services to be provided by a homeowners association: Water features (i.e. pumps, aeration systems, bacterial injection systems). The Developer for itself and its assigns, reserves the right to provide periodic algaecide treatments in addition to those provided by the City.

E. Monumentation. Community and neighborhood monumentation has been provided within the Anthem West residential development. The Parties intend that a homeowners association will own and maintain this monumentation located on Tracts identified on the Diagram



as being owned and maintained by the City including those Tracts identified as but not limited to Items 26, 27, 31, 101, 120, 125, 130, 169, 170.

F. General Maintenance. The Parties acknowledge that the maintenance of landscaping by the City within City-owned and maintained Tracts within the Anthem West PUD, and the maintenance of Tracts that are intended to be maintained by a homeowners association shall be performed in accordance with the established City and County of Broomfield Contractual Landscape Maintenance Standards 2007. Maintenance of landscaping, monuments, sculptures, water features including pumps, aeration systems, bacterial injection systems and other improvements to be maintained by a homeowners association or entity other than the City within City-owned Tracts within the Anthem West PUD as indicated on Exhibit A will require the City to provide the Developer, homeowners association or other entity with a permit, license or an easement encompassing all of the said Tracts for access and maintenance purposes as required. Until a permit, license or an easement is granted by the City, or in the event the City revokes or terminates a permit, license or an easement that it has previously granted to the Developer, homeowner association or other entity, maintenance for said Tracts will be the responsibility of the City.

G. Community Park on Tract 18/18A. As building and landscape improvements constructed or installed by the Developer in the Community Park are satisfactorily completed, then upon written request of Developer, accompanied by documents required by the Broomfield Standards and Specifications, the City shall provide acceptance of such improvements in accordance with then-applicable procedures. Until final acceptance by the City Council, the Developer shall bear all risk of loss, damage or failure to any of the Improvements. Upon final acceptance, said improvements shall become public facilities and property of the City. Subject to the Developer's warranty for repair and replacement as set forth in the Broomfield Standards and Specifications, if the City elects to place portions of the improvements and landscape into service when completed whether before or after acceptance, then the City shall be solely responsible for any maintenance, repairs or replacements and liability caused by or arising from events and uses of the Community Park grounds and facilities that are held or authorized by the City.

4. No Usurpation. The City and Developer agree that the Diagram and the provisions of this Agreement are intended to serve as a guideline only for the purpose of facilitating good land use planning, and that nothing in the Agreement shall be deemed to modify, change, rescind or abrogate in any manner the ordinances and adopted land use regulations of the City, or any of the rights or powers of the City, its boards and commissions.

5. Term. This Agreement shall commence upon the execution of this Agreement by both Parties hereto, and shall continue until December 31, 2014 ("Initial Term") unless earlier terminated by agreement of the Parties. If this Agreement is not otherwise terminated by the parties, it shall be renewed automatically for succeeding terms of one (1) year each.

6. Additional Documents or Action. The Parties agree to cooperate in good faith to implement the intent of this Agreement and to execute any additional documents or take any additional action that is deemed necessary by the Parties to facilitate such cooperation (provided, however, no party shall have any obligation to incur expenses in connection therewith).

7. Integration and Amendment. This Agreement represents the entire agreement between the Parties with regard to establishing the Diagram as a guideline as contemplated by this Agreement, and there are no oral or collateral agreements or understandings. This Agreement may be administratively amended only by an instrument in writing signed by the Parties, provided, however, the City Manager, on behalf of the City, is authorized to approve modifications and amendments to the Diagram at any time from time to time.

8. Governing Law. This Agreement shall be governed by the laws of the State of Colorado.

9. Assignment. The Developer shall be permitted to assign its interest in this Agreement in whole or in part to a developer who acquires all or a portion of the undeveloped property within The Anthem West PUD then owned by Developer and who agrees to then act as the successor developer of the undeveloped portions of the Anthem West PUD acquired by such developer; and the Developer shall be permitted to assign its interest in this Agreement in whole or in part to the Anthem Ranch Community Association, Inc., Colorado nonprofit corporation (“Anthem Ranch”), and/or the Anthem Highlands Community Association, Inc., Colorado nonprofit corporation (“Anthem Highlands”).

10. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

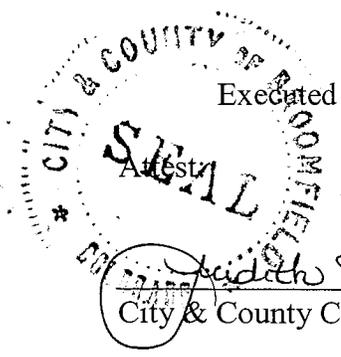
11. No Third Party Beneficiaries. This Agreement is intended to describe the rights and responsibilities only as to the Parties hereto. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a party hereto.

12. Financial Obligations of the City. All financial obligations of the City under this Agreement, if any, are subject to appropriation, budgeting and availability of funds to discharge such obligations. Nothing in this agreement shall be deemed to pledge the City’s or the Developer’s credit or faith, directly or indirectly, to the other party.

[signature page follows]



Executed by the Parties the day and year first above written.



Judith L. Reiser
City & County Clerk, Deputy

City and County of Broomfield,
a Colorado municipal corporation

By: [Signature]
Mayor Patrick Quinn

APPROVED AS TO FORM

[Signature]
City & County Attorney

Developer:

Pulte Home Corporation,
a Michigan corporation

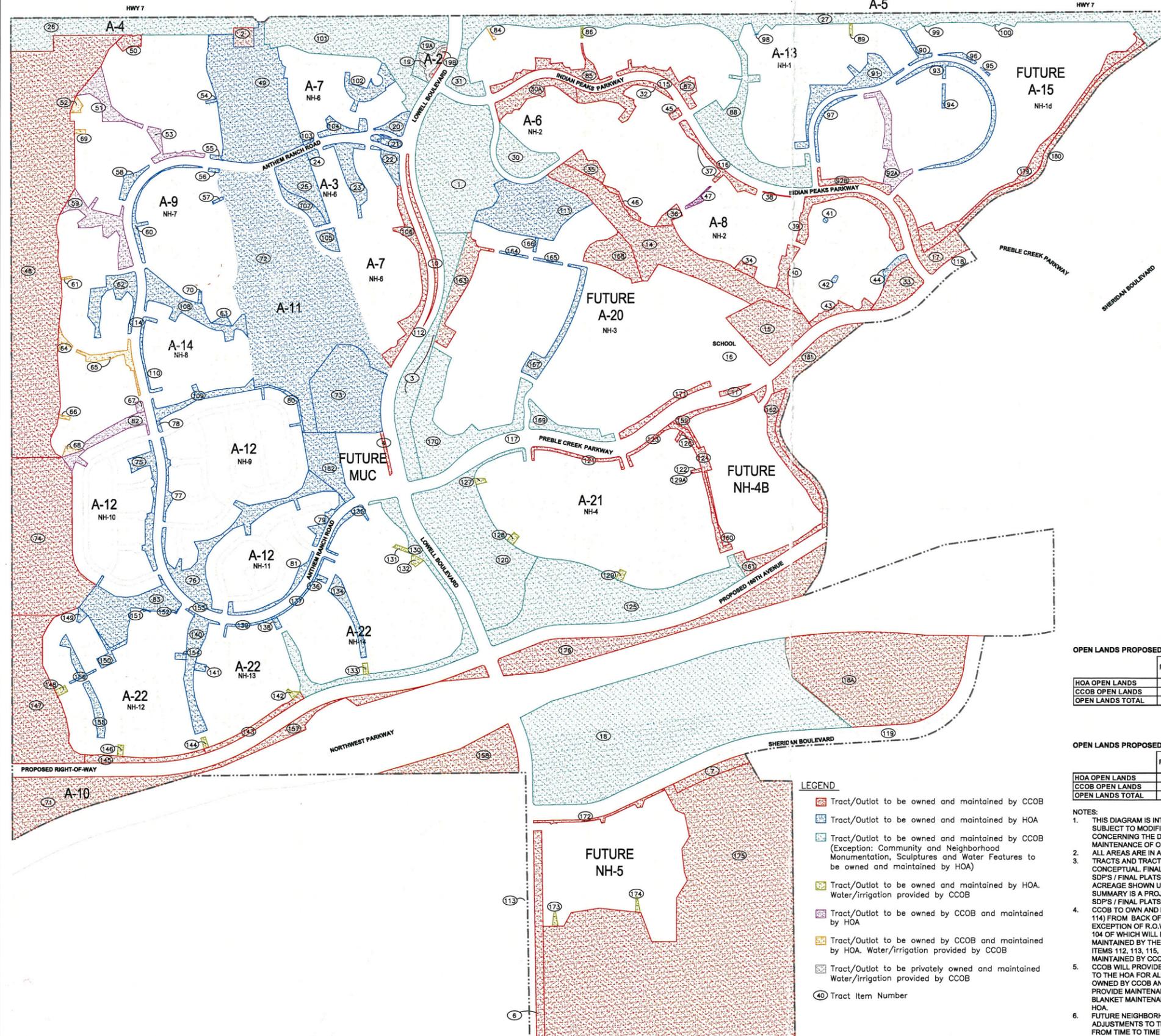
By: [Signature]
Its: VP of Land
6400 S. Fiddlers Green Circle, Suite 1320
Greenwood Village, CO 80111

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6 of 6 R 0.00 D 0.00 City&Cnty Broomfield

EXHIBIT A: ANTHEM OWNERSHIP AND MAINTENANCE DIAGRAM
DRAFT

ANTHEM OPEN LAND DET/

Exhibit A



OPEN LANDS PROPOSED MAINTENANCE SUMMARY

	PROPOSED ACREAGE
HOA OPEN LANDS	173.563
CCOB OPEN LANDS	575.060
OPEN LANDS TOTAL	748.623

OPEN LANDS PROPOSED DEDICATION SUMMARY

	PROPOSED ACREAGE
HOA OPEN LANDS	160.088
CCOB OPEN LANDS	588.535
OPEN LANDS TOTAL	748.623

LEGEND

- Tract/Outlot to be owned and maintained by CCOB
- Tract/Outlot to be owned and maintained by HOA
- Tract/Outlot to be owned and maintained by CCOB (Exception: Community and Neighborhood Monumentation, Sculptures and Water Features to be owned and maintained by HOA)
- Tract/Outlot to be owned and maintained by HOA. Water/Irrigation provided by CCOB
- Tract/Outlot to be owned by CCOB and maintained by HOA
- Tract/Outlot to be owned by CCOB and maintained by HOA. Water/Irrigation provided by CCOB
- Tract/Outlot to be privately owned and maintained. Water/Irrigation provided by CCOB
- Tract Item Number

NOTES:

1. THIS DIAGRAM IS INTENDED TO SERVE AS A GUIDELINE AND IS SUBJECT TO MODIFICATIONS AS DEFINED BY THE GUIDELINES CONCERNING THE DEDICATIONS, OWNERSHIP AND MAINTENANCE OF OPEN LANDS AGREEMENT. ALL AREAS ARE IN ACRES.
2. TRACTS AND TRACT AREAS LISTED AS FUTURE FILING ARE CONCEPTUAL. FINAL TRACTS WILL BE DETERMINED WITH SDP'S / FINAL PLATS FOR EACH AREA. THE PROPOSED ACREAGE SHOWN UNDER THE OPEN LANDS DEDICATION SUMMARY IS A PROJECTION AND WILL BE FINALIZED WITH SDP'S / FINAL PLATS.
3. CCOB TO OWN AND MAINTAIN ANTHEM RANCH ROAD (ITEM 114) FROM BACK OF CURB TO BACK OF WALK WITH THE EXCEPTION OF R.O.W. ADJACENT TO ITEMS 20, 22, 23, 24, 25 & 104 OF WHICH WILL BE OWNED BY CCOB AND MAINTAINED BY THE HOA. ALL OTHER R.O.W. INCLUDING ITEMS 112, 113, 116, 117, 118 & 119 WILL BE OWNED AND MAINTAINED BY CCOB.
4. CCOB WILL PROVIDE A BLANKET MAINTENANCE EASEMENT TO THE HOA FOR ALL TRACTS THAT ARE DESIGNATED TO BE OWNED BY CCOB AND MAINTAINED BY THE HOA. CCOB WILL PROVIDE MAINTENANCE FOR THESE TRACTS UNTIL THE BLANKET MAINTENANCE EASEMENT IS PROVIDED TO THE HOA.
5. FUTURE NEIGHBORHOODS MAY REQUIRE SLIGHT ADJUSTMENTS TO THIS DIAGRAM AND MAY BE AMENDED FROM TIME TO TIME THROUGH AN ADMINISTRATIVE PROCESS.

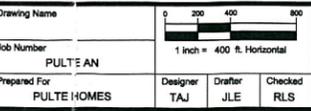
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PLOT DATE: Mar 24, 2009 9:25am

DATE	REVISION DESCRIPTION



Drawing Name: PULTE AN
Job Number: PULTE AN
Prepared For: PULTE HOMES
Designer: TAJ
Drafter: JLE
Checked: RLS



ANTHEM OWNERSHIP AND MAINTENANCE DIAGRAM

Sheet 1 of 1
Date: MARCH 4, 2009

RECEIVED
MAP 0.5 2009
PLANNING