



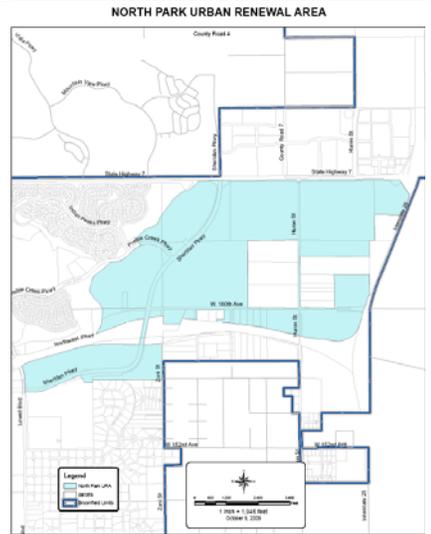
COUNCIL AGENDA MEMORANDUM

To: Mayor and City Council
 From: George Di Ciero, City and County Manager
 Anna Bertanzetti, Principal Planner
 Dave Shinneman, Planning Director
 Kevin Standbridge, Assistant City and County Manager for Community Development

Meeting Date	Agenda Category	Agenda Item #
October 27, 2009	Council Business	9 (c)
Agenda Title:	1. Public Hearing on Resolution No. 2009-175 Regarding the Urban Renewal Plan for the North Park Urban Renewal Area and Resolution No. 2009-176 Regarding the Eighteenth Amendment to the 2005 Comprehensive Plan Property Location: South of State Highway 7 (SH 7), West of Interstate 25 (I-25) Applicant: City and County of Broomfield 2. Consideration of Proposed Resolution Nos. 2009-175 and 2009-176 Regarding the Application	

SUMMARY

- The proposed North Park Urban Renewal Area (the Area) includes areas south of State Highway 7, west of I-25 and north and south of the Northwest Parkway, as depicted below.
- The purpose of the proposed North Park Urban Renewal Area (URA) Plan (attached) is to implement the provisions of the Comprehensive Plan and I-25 Sub-Area Plan, provide important services to the Area, attract private investment, provide for the orderly development of the Area, and leverage public investment and funding mechanisms to provide necessary public infrastructure to serve the Area.
- A condition study was completed to determine whether the North Park area is "blighted" within the meaning of the Colorado Urban Renewal Law and as detailed in the study, the North Park site meets the definition of a blighted area.
- The plan, if approved, will create a tax increment financing district that will generate revenues to eliminate the blighting factors found in the area. The proceeds may also be used to upgrade the vision and quality of development for the North Park project and facilitate public-private partnership research park projects (subject to a revised Development and Reimbursement agreement with the owner of the North Park project (McWhinney)).
- The Adams 12 Five Star School District and North Metro Fire Rescue District do not object to the adoption of the Plan. Staff has worked with both districts to address their concerns. A letter from the Adams 12 Five Star School District regarding the proposed District is included as Attachment 1.
- The proposed North Park URA Area contains three broad land use categories: Mixed Use – Urban District ("MUD"), Mixed Use – Secondary ("MUS"), and Open Lands. The MUD area will promote high density urban-style development built upon an urban grid network of streets. The MUS area is intended for suburban and campus development to provide a transition from the high density urban style development. The Open Lands areas will be located adjacent to the Northwest Parkway, with smaller areas such as parks, trails, and drainage ways in the MUD and MUS areas.
- Public improvements in the North Park URA may include the following: sewer and water lines, water storage facilities, electrical transmission lines, utility lines, storm water drainage and detention improvements, general transportation improvements, and reimbursements to public and private entities for providing such public improvements. The goals of the Plan will be accomplished by affording maximum opportunity for the redevelopment of the Area by private enterprise.
- On October 12, 2009, LURC found the Urban Renewal Plan to be consistent with the Comprehensive Plan and recommended approval of the Urban Renewal Plan for the North Park Urban Renewal Area.
- Proposed Resolution No. 2009-175 finds and declares the area to be blighted and approves the North Park Urban Renewal Plan.
- Proposed Resolution No. 2009-176 would amend the 2005 Comprehensive Plan to include the Urban Renewal Plan for the North Park Urban Renewal Area by reference and amend the Urban Renewal Map (Map 6) on page 24.



Prior Council Action

- On October 13, 2009, City Council approved the North Park PUD Plan and Preliminary Plat.

Financial Considerations

- One purpose of the Urban Renewal Area Plan is to provide a means for leveraging public investment and funding mechanisms to provide necessary public infrastructure to serve the area.

Alternatives

- Based on the testimony and evidence presented on the record at the public hearing:
- If the proposed application complies with applicable Broomfield Municipal Code (BMC) review standards and is consistent with the intent of the Comprehensive Plan:
 - Approval.
 - If the proposed plans do not comply with applicable BMC review standards:
 - Remand the case to the Land Use Review Commission for additional review and recommendations;
 - Postpone action on the resolution and continue the hearing to a date certain; or
 - Direct the City & County Attorney to draft findings to support denial.

Proposed Actions/Recommendations

- Continue the public hearing.
- Following and subject to the results of the public hearing, if Council wishes to approve the application, it is recommended...
That Resolution No. 2009-175 be adopted; and
That Resolution No. 2009-176 be adopted.

STAFF REPORT

PROPOSED NORTH PARK URBAN RENEWAL PLAN

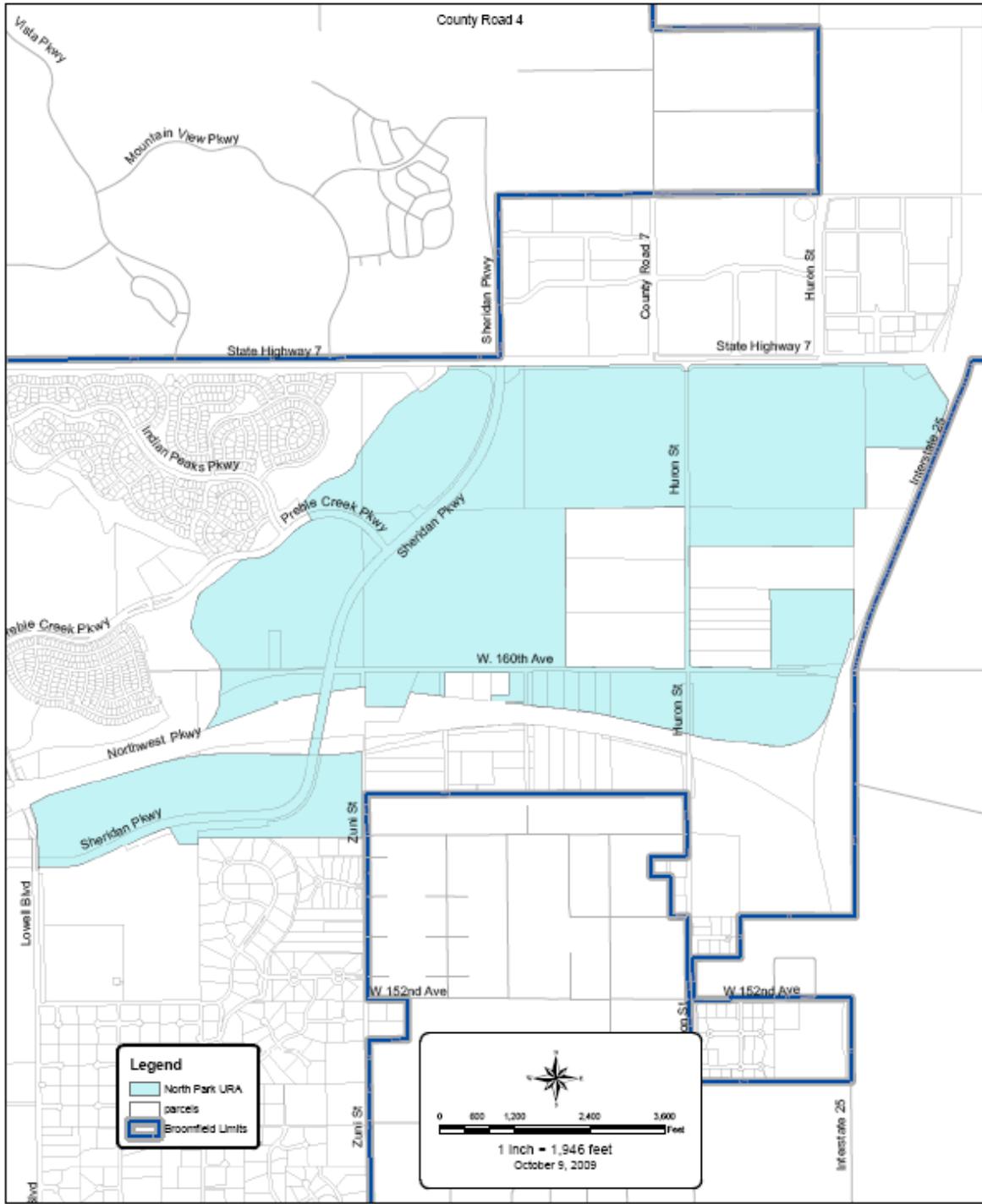
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I. SUMMARY OF APPLICATION

It is proposed that an Urban Renewal Plan for the North Park development area for approximately 1,155 acres generally located west of Interstate 25 and south of State Highway 7 (SH 7) be reviewed and adopted.

NORTH PARK URBAN RENEWAL AREA



Applicant and Property Owner

Property within the proposed district is owned by McWhinney CCOB Land Investments, LLC, and the City and County of Broomfield.

Property Owner Concurrence

The property owner and developer of North Park, McWhinney Land Investments, LLC, concurs with the adoption of an urban renewal plan and would like to enter into negotiations for a modified redevelopment and reimbursement agreement with the resources of an urban renewal district.

II. BACKGROUND

Previous Urban Renewal Plan Approvals

Broomfield has approved eight Urban Renewal Plans. A map of the location of previously approved Urban Renewal Plans is included as Attachment 2.

In 2004, City Council approved the North Park West Urban Renewal Plan for the area north of SH 7 and west of Interstate 25. The plan was approved in order to assure that appropriate regulations and tools were in place to govern and facilitate the future redevelopment and development of the area. Subsequently, development plans and redevelopment agreements have been reviewed and approved for the Northlands, Palisade Park, Highlands and Seven25 developments. The urban renewal plan for the area was adopted with the concurrence of the property owners.

In order to concurrently provide for the opportunity of similar regulations and tools to be put in place and applied to the North Park development, which is located south of SH 7, a blight study and draft urban renewal plan are proposed for consideration. The proposed urban renewal plan does include the creation of a Tax Increment Finance District (TIF),

If an urban renewal plan is adopted for the North Park development, updated redevelopment agreements can be considered in the future. Future redevelopment agreements using the TIF proceeds would finance key infrastructure, and could facilitate an expanded plan for a unique mixed use, pedestrian oriented commercial development in the project as well as possible future public-private partnerships that may occur in the planned research park. The currently proposed development agreement amendment for the North Park development, which will be reviewed by City Council at a public hearing on November 17, 2009, does not address the use of resources that come with the creation of an urban renewal district. Urban renewal resources would likely facilitate a higher level of finish and site design that is more transit and pedestrian oriented.

Intergovernmental Agreements

Broomfield has a long standing history of conferring with its districts (North Metro Fire Rescue District and the various school and metropolitan districts) when urban renewal plans are contemplated. In each case, the districts either did not have concerns or intergovernmental agreements were reached to address concerns. It is anticipated that in North Park, intergovernmental agreements will be recommended with the North Metro Fire Rescue District and the Adams 12 School District, with each receiving a reimbursement of a portion of the future property tax increment collected from the North Park development area to fund their needed programs. A letter from the Adams 12 Five Star School District and a Resolution passed by the Board of Education supporting the formation of an urban renewal tax increment area in North Park is included as Attachment 1.

The North Park Planned Unit Development Plan approved by City Council on October 13, 2009, is anticipated to incorporate an applied research park, commercial bioscience, alternative energy and high tech businesses, and mixed retail and residential uses. New and unique learning environments for students of many levels can be facilitated through the creation of work-study partnerships between these new businesses, research and development organizations, and educational institutions. This possibility has been discussed with the Adams 12 officials, who see a great opportunity for their students in development of these partnerships. Consequently, they plan to use their future reimbursement to fund partnership programs in the area. This is in contrast to their providing an expression of concern as has been done regarding urban renewal projects in other jurisdictions.

North Park Conditions Study

The “North Park Conditions Study” for the area is included as Attachment 3. The purpose of the condition study is to determine whether the North Park area is “blighted” within the meaning of the Colorado Urban Renewal Law, C.R.S. 31-25-101 *et seq* (the Urban Renewal Law). As detailed in the study, the North Park site meets the definition of a blighted area.

III. SUMMARY OF STATUTORY CRITERIA

State statutes provide that Urban Renewal Plans shall address the topic described below:

An “urban renewal plan” means a plan that conforms to the community’s comprehensive plan for development of the municipality as a whole. The plan has to indicate such elements as land acquisition, demolition of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out. The plan must also show zoning and planning changes, land uses, maximum densities, building requirements, and the plan’s relationship to local objectives, respecting appropriate land uses, improved traffic, public transportation, public utilities, recreational and community facilities, and other public improvements.

An authority shall not undertake an urban renewal project for an urban renewal area unless the area has been determined to be blighted and is appropriate for an urban renewal project. The plan must go to the planning commission for review and recommendations as to its conformity with the comprehensive plan.

The Land Use Review Commission held a public hearing on October 12, 2009, and found that the plan was in conformance with the Comprehensive Plan and recommended the plan for approval.

If the urban renewal area contains an open area of land which is to be developed for nonresidential uses, City Council shall make a determination that such uses are necessary and appropriate for the proper growth and development of the community. Such a determination was made and described in the I-25 Sub-Area Plan and therefore included in this Urban Renewal plan by inclusion in the Urban Renewal Plan.

IV. PLAN DESCRIPTION

The Urban Renewal Plan for the North Park Urban Renewal Plan Project (Attachment 4) contains a description of the project's goals, objectives, land use regulations and activities. The plan goals include the following:

1. The Plan's goal is to implement the Comprehensive Plan and Sub-Area Plan by assisting with the elimination of development barriers in the Area. These barriers are characterized principally by inadequate street patterns, lack of adequate and convenient access, unusual topography, and lack of adequate public infrastructure. The Authority will cooperate with public and private enterprise to remedy these conditions and to otherwise benefit and facilitate redevelopment of the Area by private enterprise and to provide for high-quality pedestrian oriented, mixed use development in the Area. A principal goal of the Plan is to extend infrastructure and services to facilitate redevelopment of the Area by private enterprise.

The Plan will help implement the following provisions of the Comprehensive Plan:

- a. Goal LU-B: Mixed-Use Development – “Encourage mixed-used developments that provide the benefits of more compact, denser developments with a mix of living, shopping and working environments.”
 - b. Goal ED-A: Adequate Tax Base – “Provide an adequate property and sales tax base to support quality city services, facilities and amenities...”
 - c. Goal ED-C: Employment – “Build a strong and diversified employment base in Broomfield that minimizes cyclical impacts of market changes and that provides job opportunities for Broomfield residents of all skills.”
 - d. Goal OP-A: Forty Percent Open Lands – Provide 40 percent of Broomfield's planning area as open lands.
2. Implementation of the Plan will eliminate and prevent conditions of blight in the Urban Renewal Area.
 3. Through the maximum possible participation of private enterprise and the cooperative efforts of the public sector, implementation of the Plan will eliminate and prevent economic deterioration in the Urban Renewal Area and the community at large. The Plan will promote creation of a high-quality pedestrian oriented mixed use development.

4. The Plan will extend public facilities and infrastructure; improve pedestrian and vehicular access and circulation; improve traffic patterns; provide public utilities, including sewer and water; and provide storm water drainage and detention in the Urban Renewal Area.
5. The Plan will help attract capital investment by private enterprise, thereby providing employment and strengthening Broomfield's economic base.
6. The Plan will improve conditions and correct problems in the Area related to vehicular access and circulation, pedestrian/bicycle access and circulation, public utilities, drainage, public safety, sewer connectivity, underutilization of land, and public amenities.

The I-25 Sub-Area Plan will, by reference in the Urban Renewal Plan, provide supplemental detail as regards all other elements of the plan regarding land use, transportation, infrastructure engineering and design standards, for the Urban Renewal Area. In addition, the Urban Renewal Plan includes language authorizing the use of Tax Increment Financing (TIF), to be directed or used as determined by the City Council.

V. RELATIONSHIP TO COMPREHENSIVE PLAN AND I-25 SUB-AREA PLAN

The North Park Urban Renewal Plan implements the I-25 Sub-Area Plan, which was previously adopted as part of the Comprehensive Plan. An amendment to the I-25 Sub-Area Plan to modify the distribution of land uses was approved on October 13, 2009, for the portion of the North Park Urban Renewal Area that is owned by McWhinney.

Urban Renewal Plans are identified as Functional Plans on pages 3 and 4 of the Comprehensive Plan. The plans are integrated into the 2005 Comprehensive Plan by inclusion in the appendix. An amendment to the Comprehensive Plan is requested to replace Map 6 on page 24, the Urban Renewal Map, with a revised map that shows the North Park Urban Renewal Area and include the plan in the appendix by reference.

VI. KEY ISSUES

No key issues have been identified with the proposed Urban Renewal Plan.

VII. LAND USE REVIEW COMMISSION RECOMMENDATION

The Commission held a public hearing on October 12, 2009, and found the Urban Renewal Plan to be consistent with the Comprehensive Plan and recommended approval of the Urban Renewal Plan for the North Park Urban Renewal Area.

VIII. RECOMMENDATION

Following the public hearing and subject to the results thereof, if the City Council desires to make a finding that the area identified in “North Park Conditions Study,” is “blighted” and adopt the Urban Renewal Plan for the North Park Urban Renewal Area, it is recommended:

THAT Resolution No. 2009-175 be adopted.

Following the public hearing and subject to the results thereof, if the City Council desires to adopt the proposed amendment to the 2005 Comprehensive Plan to include the North Park Urban Renewal Plan by reference and revise the Urban Renewal Map (Map 6) on page 24, it is recommended:

THAT Resolution No. 2009-176 be adopted.



1500 E 128th Ave • Thornton, CO 80241 • Office: (720) 972-4002 • Fax: (720) 972-4008

Michael F. Paskewicz
Superintendent

Dear Broomfield Mayor and City Council,

Thank you for advising the Adams 12 Five Star School District about Broomfield's consideration of an urban renewal tax increment area in the North Park development and the briefing on the components of the build out of the project and the potential cooperative programs that could be created.

The District would like to work with the City and County of Broomfield in creating a unique and innovative opportunity for a grade 9-12 learning experience in the bioscience, alternative energy and high tech sectors that are envisioned in North Park. North Park is the area east of the Community Ditch in the Anthem project in the northern area of Broomfield.

We would like to work toward a program that could include the following components:

- Broomfield will work with the developer of North Park to create a new mixed use commercial center that will feature an applied research park and a planned environment to host commercial bioscience, alternative energy and high tech businesses. To realize this vision the tools of urban renewal and tax increment financing are necessary.
- Space within a building in the North Park project for the District with access to practicing researchers, production employees, business development and others involved in the process of taking research to market. We believe an emphasis should be placed on the vocational, or career oriented, learning experience. The learning experience can, to the degree feasible, utilize virtual and other evolving teaching and learning techniques.
- The District would like to create and develop the curriculum, select students, recruit for the program and perform the overall administration of the learning experience.
- Broomfield will work with the District to help fund this program using a portion of the tax increment funds collected from within the North Park development.

We are looking forward to working with you on this new partnership and in establishing the specifics of an agreement that will be beneficial to the district as well as Broomfield and the future of the North Park development.

Sincerely,


Michael F. Paskewicz
Superintendent of Schools


Robert K. Webber
Asst. Superintendent Business Services

**A RESOLUTION SUPPORTING THE CITY AND COUNTY OF BROOMFIELD'S
URBAN RENEWAL TAX INCREMENT AREA IN THE NORTH PARK
DEVELOPMENT**

WHEREAS, the Adams 12 Five Star School District would like to work with the City and County of Broomfield in creating a unique and innovative learning experience in the bioscience, alternative energy and high tech sectors that are envisioned in North Park, the area east of the Community Ditch in the Anthem project in the northern area of Broomfield; and

WHEREAS, Broomfield will work with the developer of North Park to create a new mixed use commercial center that will feature an applied research park and a planned environment to host commercial bioscience, alternative energy and high tech businesses; and

WHEREAS, the tools of urban renewal and tax increment financing are necessary to realize this vision; and

WHEREAS, the Board of Education believes an emphasis should be placed on the vocational, or career oriented, learning experience, and to the degree feasible, the learning experience should utilize virtual and other evolving teaching and learning techniques; and

WHEREAS, the School District will be provided space within a building in the North Park project for the District with access to practicing researchers, production employees, business development and others involved in the process of taking research to market; and

WHEREAS, the School District would create and develop the curriculum, select students, recruit for the program and perform the over all administration of the learning experience; and

WHEREAS, Broomfield will work with the District to help fund this program using a portion of the tax increment funds collected from within the North Park development; and

NOW THEREFORE, BE IT RESOLVED, that the Adams 12 Five Star Schools' Board of Education supports the City and County of Broomfield's Urban Renewal Tax Increment Area in the North Park Development.

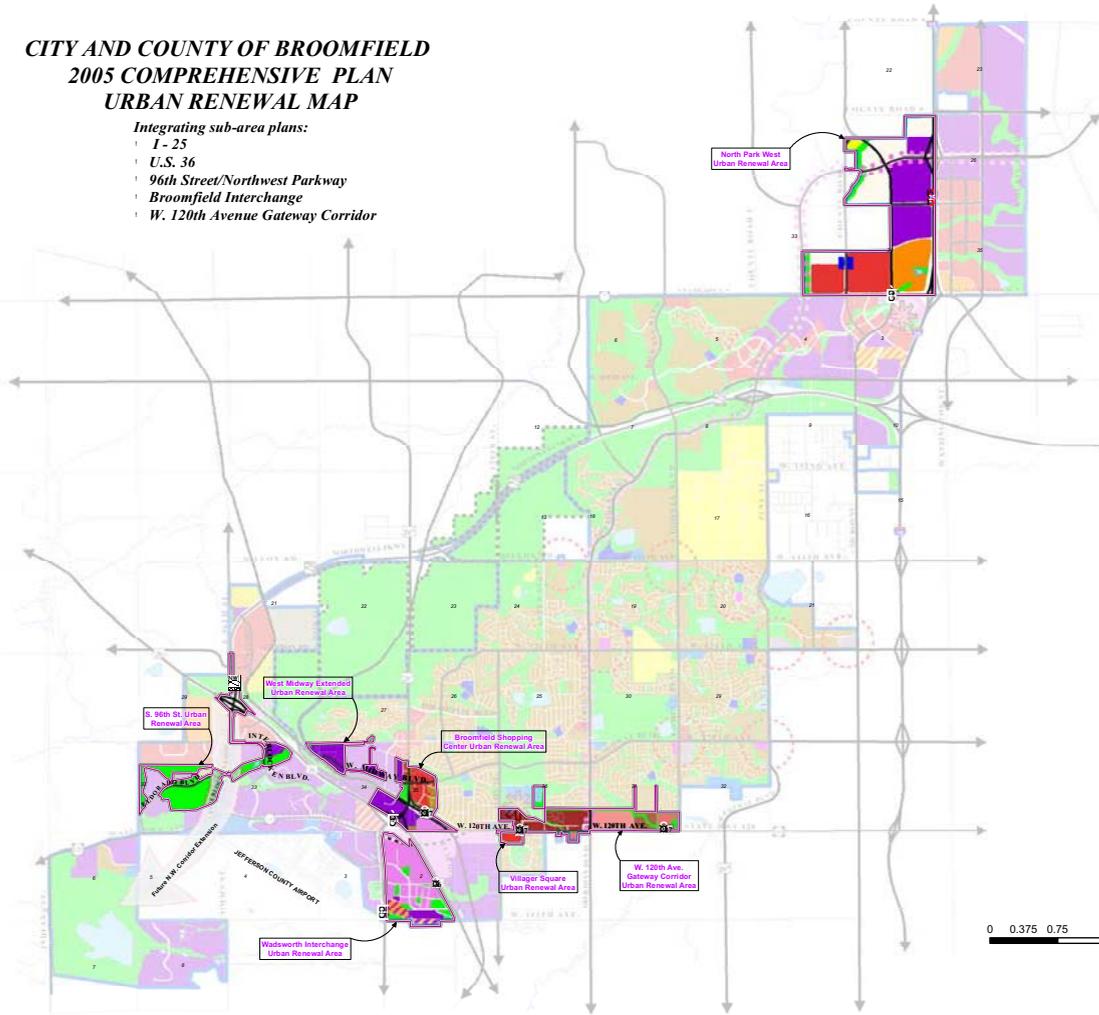
NOW THEREFORE, BE IT FURTHER RESOLVED, that the Adams 12 Five Star School District is committed to working with the City and County of Broomfield and the developers of North Park as a partner in the new mixed use commercial center and in establishing the specifics of an agreement that will be beneficial to the district as well as Broomfield and the future of the North Park development.

Adopted by the Board of Education at its regular meeting of October 21, 2009.

CITY AND COUNTY OF BROOMFIELD
2005 COMPREHENSIVE PLAN
URBAN RENEWAL MAP

Integrating sub-area plans:

- 1 - 25
- U.S. 36
- 96th Street/Northwest Parkway
- Broomfield Interchange
- W. 120th Avenue Gateway Corridor



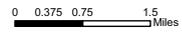
LEGEND

- IGA BOUNDARY LINE
- == MAJOR ROADWAYS
- == CITY/COUNTY LIMIT
- == ROADS
- RR SHERIDAN PARKWAY
- VILLAGE RESIDENTIAL AREA
- CEMETERY
- 36 SECTION NUMBERS
- K CITY CENTER DISTRICT

LAND USE DESIGNATION:

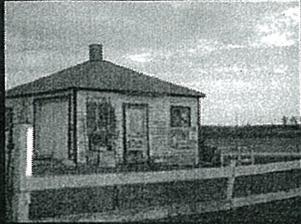
- OPEN LANDS
- TOWN CENTER
- REGIONAL COMMERCIAL
- COMMUNITY COMMERCIAL
- NEIGHBORHOOD CENTER
- COMMERCIAL/RETAIL
- BUSINESS COMMERCIAL
- MIXED USE COMMERCIAL
- MIXED USE
- TRANSIT ORIENTED DEVELOPMENT
- EMPLOYMENT/ MIXED USE COMMERCIAL
- EMPLOYMENT/ TRANSITIONAL RESIDENTIAL
- EMPLOYMENT
- NEIGHBORHOOD RESIDENTIAL
- RURAL RESIDENTIAL
- RURAL RESIDENTIAL/CONSERVATION EASEMENT
- PUBLIC/COMMUNITY FACILITY
- SCHOOL
- MIXED USE COMMERCIAL/RESIDENTIAL
- AGRICULTURE/CONSERVATION EASEMENT
- TRANSITIONAL RESIDENTIAL

1" = 2700'



This map is for illustrative purposes only and is not intended for parcel specific decision-making.

The City and County of Broomfield has made every effort to ensure the accuracy of the data of this information to the best of its ability and the City and County of Broomfield cannot be held liable associated with the use or reuse of this information.



City and County of Broomfield, Colorado

North Park Conditions Study

Prepared for: Broomfield Urban Renewal Authority
Date: October 8, 2009

Prepared by: Clarion Associates
401 Mason Court, Ste. 101
Fort Collins, CO 80524
(970) 419-4740

Broomfield Urban Renewal Authority City and County of Broomfield, Colorado North Park Conditions Study

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Conditions Study Definition and Scope

The purpose of this conditions study is to determine whether the North Park project area at West 160th Avenue and Sheridan Parkway in Broomfield is “blighted” within the meaning of the Colorado Urban Renewal Law, C.R.S. 31-25-101 *et seq.* (the “Urban Renewal Law”). (See Figure 1: Study Area map on page 5.)

In the Colorado Urban Renewal Law, the legislature has declared that an area of blight “constitutes a serious and growing menace, injurious to the public health, safety, morals, and welfare of the residents of the state in general and municipalities thereof; that the existence of such areas contributes substantially to the spread of disease and crime, constitute an economic and social liability, substantially impairs or arrests the sound growth of municipalities, retards the provision of housing accommodations, aggravates traffic problems and impairs or arrests the elimination of traffic hazards and the improvement of traffic facilities; and that the prevention and elimination of slums and blight is a matter of public policy and statewide concern...”.

For purpose of this study, the definition of a blighted area is based on the definition contained in the Urban Renewal Law in C.R.S section 31-25-103(2). Factors specified in section 31-25-103 *et seq.*, include:

- (a) Slum, deteriorated, or deteriorating structures;
- (b) Predominance of defective or inadequate street layout;
- (c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- (d) Unsanitary or unsafe conditions;
- (e) Deterioration of site or other improvements;
- (f) Unusual topography or inadequate public improvements or utilities;

- (g) Defective or unusual conditions of title rendering the title nonmarketable;
- (h) The existence of conditions that endanger life or property by fire or other causes;
- (i) Buildings that are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities;
- (i) Environmental contamination of buildings or property;
- (k.5) The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements; or
- (l) If there is no objection by the property owner or owners and the tenant or tenants of such owner or owners, if any, to the inclusion of such property in an urban renewal area, “blighted area” also means an area that, in its present condition and use and, by reason of the presence of any one of the factors specified in paragraphs (a) to (k.5) of this subsection (2), substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare. For purposes of this paragraph (l), the fact that an owner of an interest in such property does not object to the inclusion of such property in the urban renewal area does not mean that the owner has waived any rights of such owner in connection with laws governing condemnation.

The Urban Renewal Law requires that if eminent domain is to be used to acquire

private property within the urban renewal area, then five (5) blight criteria must be met. If eminent domain will not be used and none of the property owners or tenants objects to their inclusion within the urban renewal area, then one (1) blight criterion must be met (as specified in section I above). Otherwise, if neither of those two conditions applies, then four (4) of the blight criteria must be met.

North Park Site Description

Location

The North Park Site (“the site”) is located in the City and County of Broomfield, Colorado, generally bounded by the Community Ditch and Lowell Boulevard to the west, SH 7/West 168th Avenue to the north, I-25 to the east, and residential and Sheridan Parkway and Northwest Parkway to the south. (See Figure 1: Study Area map, on page 5.)

Residential single family neighborhoods border the site to the west. A new Children’s Hospital Ambulatory Care and Surgery Facility recently opened north of the site. Retail at Washington Street and 164th Avenue in Thornton is east of the site. The rural residential developments adjacent to the site and to the south of the site are not part of this study.

Configuration and Size

The site study area is approximately 1,176 acres in size. The 38 parcels within the site range in size from 0.2 acres to 171 acres.

Ownership

Of the 38 parcels, the City and County of Broomfield own 10 parcels (totaling 145 acres), and a private owner (McWhinney) owns 28 parcels (totaling approximately 939 acres). The remaining acreage (approximately 93 acres) is comprised of public rights-of-way for Sheridan Parkway, State Highway 7/West 168th Avenue, West 160th Avenue, and Huron Street.

Site and Parcel Legal Description

The site contains parcels identified in the Broomfield GIS and coded with a Parcel Identification (PID) Number. (See Table 1: Site Parcels, on page 5.)

Land Uses and Developed/Vacant Land Mix

Most of the site is used for agriculture, oil and gas extraction, or is substantially vacant. However, parcels 16 and 17 contain construction materials, and parcels 4 and 6 contain rural residences that are unoccupied residential structures.

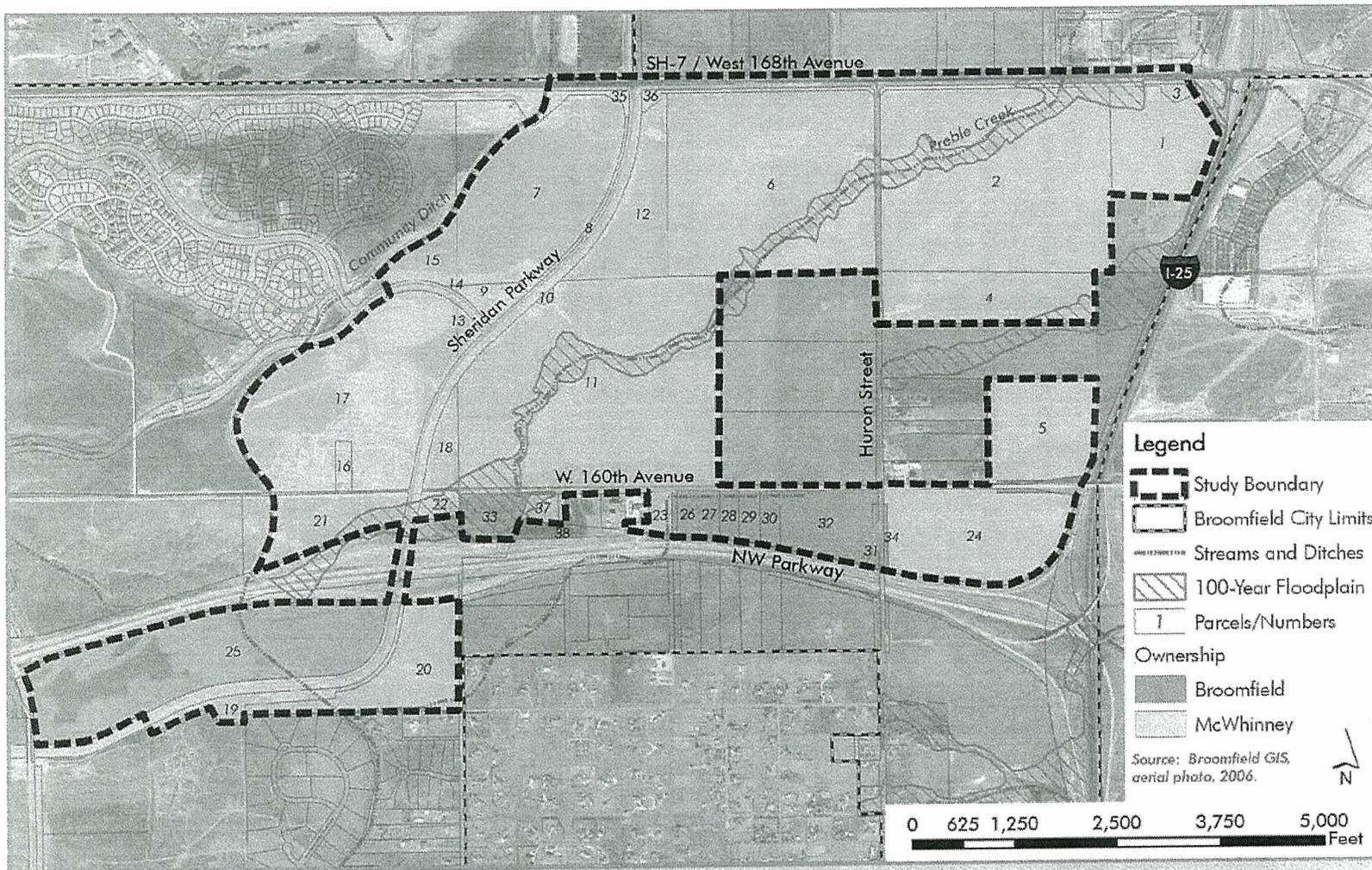
The site is primarily zoned for Planned Unit Development (PUD) (875 acres), Agriculture-PUD (A-3A-PUD) (171 acres), and Agriculture (A-3A) (38 acres). The PUD zoning under the Broomfield zoning code allows a variety of residential, commercial, and other uses in accordance with an approved final plan for the property. This property has an approved final PUD.



Photo 1: Construction staging. (Parcels 16 and 17)



Photo 2: Some parts of the site have been graded and have fill dirt piles. (Parcel 18)



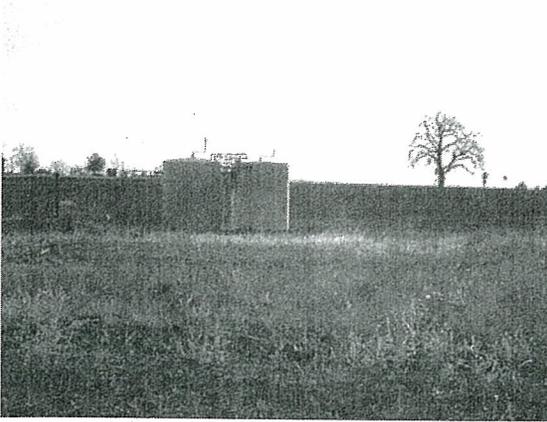
Conditions Study

Broomfield North Park Site

STUDY AREA

Figure 1

CLARION
09/10/09



*Photo 3: The site contains oil and gas facilities.
(Parcel 20)*

Broomfield Comprehensive Plan

The City and County 2005 Comprehensive Plan identifies the following primary objectives:

- Maintaining fiscal sustainability,
- Enhancing environmental stewardship,
- Enhancing Broomfield as a city of neighborhoods,
- Planning for areas of change and stability,
- Strengthening an interconnected system of Open Lands and the "Green Edge", and
- Creating social gathering places.

The Plan's Land Use Map identifies the site with the following future development designations:

- Employment,
- Mixed-Use Commercial,
- Commercial Retail,
- Open Lands,
- Mixed-Use, and
- City Center District.

Study Methodology

The City and County of Broomfield retained Clarion Associates to perform a conditions survey of the North Park site and work with staff to make recommendations to the elected officials as to whether the site is "blighted," as defined by the Colorado Urban Renewal Law. (See criteria used to determine whether an area is blighted on page 3.)

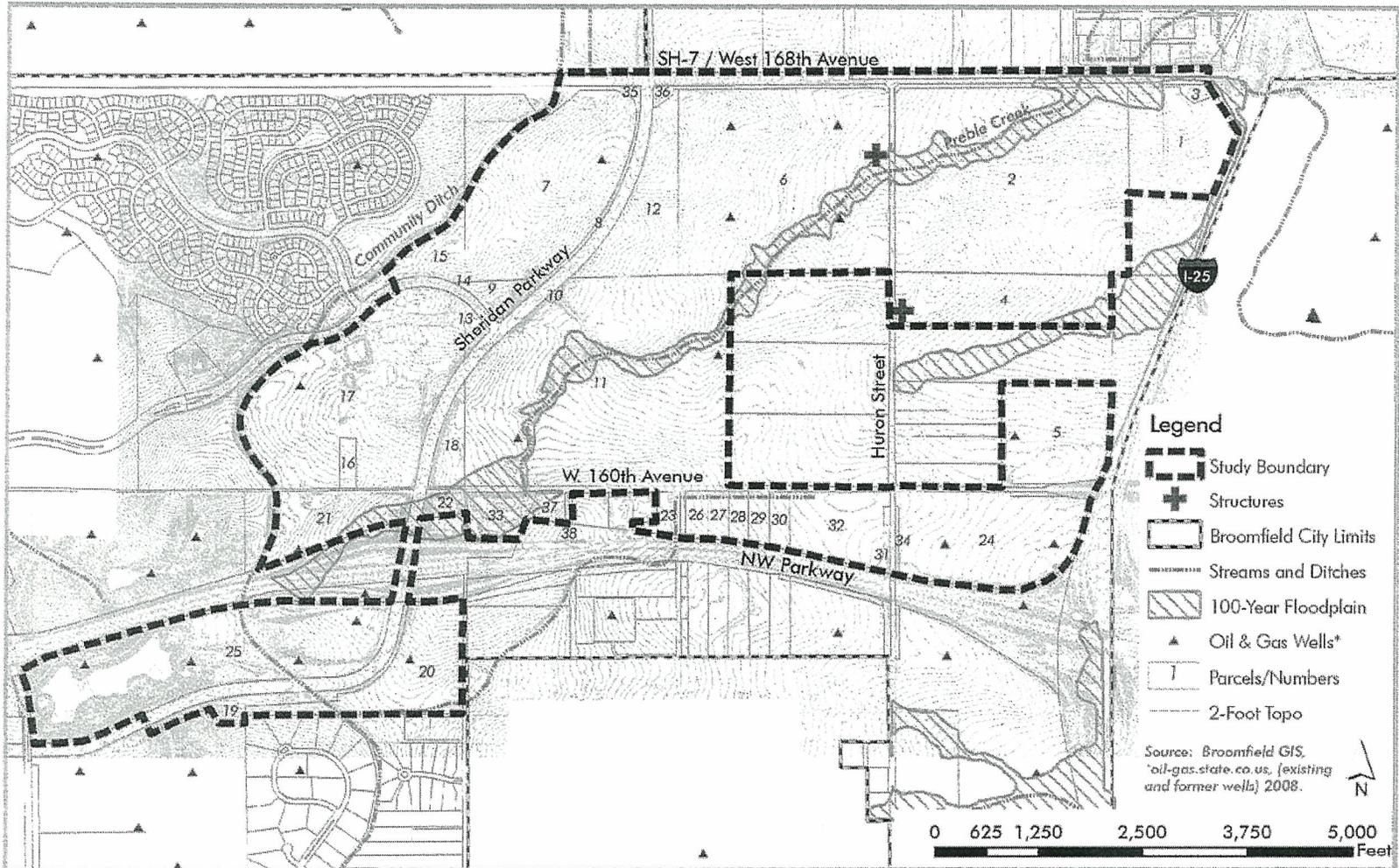
An important objective of this study is to obtain and analyze data, where possible, on a wide range of site conditions. The study considers the physical condition of public infrastructure and of the property. These factors, when considered cumulatively, support a finding that the area qualifies as a "blighted area" as defined in Section 31-25-103(2) of the Colorado Urban Renewal Law.

We undertook the following tasks to complete this study:

1. Conducted a visual field survey for the property and evaluated current conditions.
2. Conducted meetings and phone calls with Broomfield staff to review this data.
3. Evaluated conditions found in the context of statutory blight criteria and documented the survey findings, as presented in this report.

Table 1: Site Parcels

#	PID	Acres	Owner	Comment
1	157303101001	33.6	McWhinney	
2	157303201001	145.7	McWhinney	
3	157303201002	5.4	McWhinney	
4	157303300033	37.9	McWhinney	
5	157303300039	36.3	McWhinney	
6	157304102001	131.1	McWhinney	
7	157304201001	74.4	McWhinney	East of Ditch only
8	157304201002	3.0	McWhinney	
9	157304201003	30.6	McWhinney	
10	157304301001	0.4	McWhinney	
11	157304301002	170.8	McWhinney	
12	157304301003	5.9	McWhinney	
13	157304301004	2.4	McWhinney	
14	157305101004	0.2	McWhinney	
15	157305102002	10.6	McWhinney	East of Ditch only
16	157305400004	2.7	McWhinney	
17	157305401001	101.0	McWhinney	East of Ditch only
18	157305401003	8.4	McWhinney	
19	157308104001	9.6	McWhinney	
20	157308104002	33.5	McWhinney	
21	157308104004	22.9	McWhinney	East of Ditch only
22	157308104005	3.7	McWhinney	
23	157309208002	4.1	McWhinney	
24	157310200003	53.5	McWhinney	
25	157308203001	93.8	Broomfield	
26	157309107001	3.6	Broomfield	
27	157309107003	3.4	Broomfield	
28	157309107005	3.3	Broomfield	
29	157309107007	3.7	Broomfield	
30	157309107009	3.9	Broomfield	
31	157309109006	1.7	Broomfield	
32	157309110001	21.4	Broomfield	
33	157309205001	9.2	Broomfield	
34	157310201002	0.8	Broomfield	
35	157305101002	3.1	McWhinney	
36	157304102002	4.1	McWhinney	
37	157309203003	3.2	McWhinney	
38	157309203002	0.7	McWhinney	
Acreage: Broomfield		144.8		
Acreage: McWhinney		939.0		
Acreage		1,083.8		



Conditions Study
 Broomfield North Park Site

SITE FEATURES
 Figure 2

CLARION
 09/10/09

Determination of North Park Site Conditions

This section presents the findings of the study. We evaluated the factors defined by statute, as listed below, to determine whether the North Park Site is a blighted area within the meaning of the Colorado Urban Renewal Law.

The Colorado Urban Renewal Law requires the presence of at least four of the factors in the study area to support a finding of blight, or one (1) factor with no objection from property owners or tenants. (Under circumstances where eminent domain is approved by the governing body of a municipality as part of an urban renewal plan, five factors may be required.)

Criteria

A: Slum, Deteriorated, or Deteriorating Structures

Determination of Conditions

Several built structures are present on the site, on parcels 4 and 6, which both contain primary and ancillary structures.

Findings

For each parcel on which a structure is present, we visually inspected specific components of the structure and evaluated its condition at the time of the field survey. These structural components included the following:

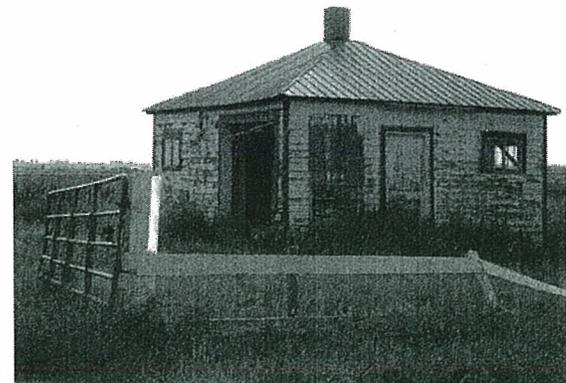
- Roof,
- Gutters and downspouts,
- Siding and windows,
- Doors and other public entrances, and
- Exposed foundation.

We assigned each structural element a rating of "good," "fair," or "poor" based on the rating guidelines presented in the Appendix. Considering the overall balance of ratings, the structures on parcel 4 and 6 are considered to be blighted under factor A. They are in poor

condition in all respects, and both properties are vacant and in disrepair and deteriorating.



Photo 5: Primary structure lacks downspouts and gutters, contains broken windows and doors, and has a cracked foundation. (Parcel 6)



Photos 6 and 7: Ancillary structure is dilapidated. Primary structure has a cracked foundation, broken window frames and doors, and lacks downspouts and gutters. The site is in disrepair also. (Parcel 4)

B: Predominance of a Defective or Inadequate Street Layout

Determination of Conditions

Defective or inadequate street layout is present if the physical conditions will negatively influence the site and surrounding area. We have determined this factor is present if most of the following physical conditions are evident:

- The site (or parcels within it) will require street extensions and additional curb cuts to provide vehicular access;
- The site will require creation of an internal vehicular circulation and access network to be functional for contemporary development patterns (because individual parcels are large), or because small parcels would require assemblage to provide adequate street layout;
- Parcels abut narrow streets, and/or streets that do not meet city standards or are deficient in factors found in an urban area, including improvements in the right-of-ways, such as sidewalks, accessibility ramps, and curb and gutter; or
- Parcels do not have access from any entrance that is at a safe distance from a major intersection.

Findings

Blight factor B, inadequate street layout, was found on the site due to the mix of parcel sizes and requirements for extensions and internal vehicular circulation on most of the parcels and the need for assemblage of a few of the smaller parcels to make them able to meet street access standards.

Most of the parcels within the site have defective or inadequate street layout. This is in part because the properties have street frontage that is too narrow to allow safe curb cuts and access to the arterial (e.g., parcels 13 and 16 access to Sheridan Parkway). All the large parcels lack functional internal circulation.

Overall, the site lacks adequate access to major streets. Given the urbanization of the surrounding areas, the rural street cross-sections (especially 160th Avenue) are insufficient.



Photo 8: Parcels are large and will require internal vehicular circulation to be functional for contemporary development. (Parcel 11)

C: Faulty Lot Layout in Relation to Size, Adequacy, Accessibility, or Usefulness

Determination of Conditions

Factor C exists if lot configuration within the site will restrict potential marketable uses, and assemblage of multiple properties may be necessary for development. In addition, the lot layout could possibly complicate the development process if parcels are small or irregularly shaped and front on arterial streets. For these reasons, the site is considered faulty or inadequate if:

- The lot size or configuration is a constraint or is not practical for contemporary development patterns as currently zoned; or
- The lot has an obvious lack of off-street parking or well-defined/useful parking for a particular use.

Findings

Blight factor C, faulty lot layout, is present on the site—particularly around Sheridan

Parkway, where some of the small lots (9, 13, 14, and 22) are small and inefficiently configured where the intersection of Preble Creek Parkway has created small irregular parcels. The Community Ditch also constrains development on some of the parcels (15 and 21). Parcel 3, at the corner of SH 7/West 168th Avenue and I-25, is also too small to be practical for contemporary development unless combined with parcel 1. Finally, parcel 4, because of its long, narrow configuration and frontage onto Huron Street, would be difficult to develop without consolidating with other parcels around it.

D: Unsanitary or Unsafe Conditions

Determination of Conditions

Several physical conditions could create unsanitary or unsafe conditions, including the following:

- Large amounts of broken glass, rusty and junk metal, and splintered wood;
- Poorly lit or unlit areas (especially road rights-of-way);
- Presence of abandoned vehicles, vandalism, or vagrancy;
- Stagnant and standing water.

Findings

These unsafe conditions are present on the site, particularly around the residential structures (on parcels 4 and 6) and along the rights of way of West 160th Avenue and Huron Street. The West 160th Avenue right-of-way is poorly lit and narrow. In addition, the growing presence of informal dumping on the site constitutes an increasing threat to public health and safety.

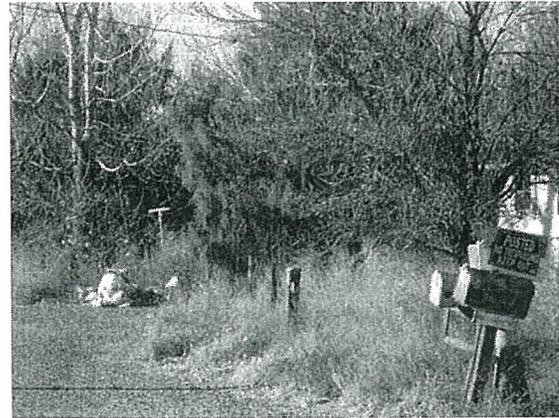


Photo 9: Refuse on Parcel 6. (Parcel 6)



Photo 10: Refuse on Parcel 6. (Parcel 6)



Photo 11: West 160th Avenue right of way has large amounts of glass, trash, and rusty metal, as illustrated above and in other photos. (Parcel 23)

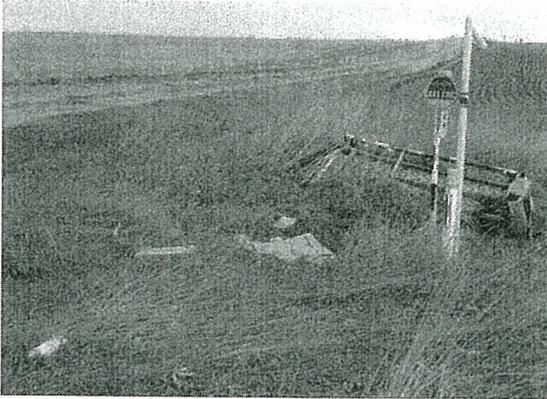


Photo 12: Parcel 4 also contains large amounts of weeds and debris. (Parcel 4)



Photo 13: Poorly lit and unsafe right-of-way along West 160th Avenue.

E: Deterioration of Site or Other Improvements

Determination of Conditions

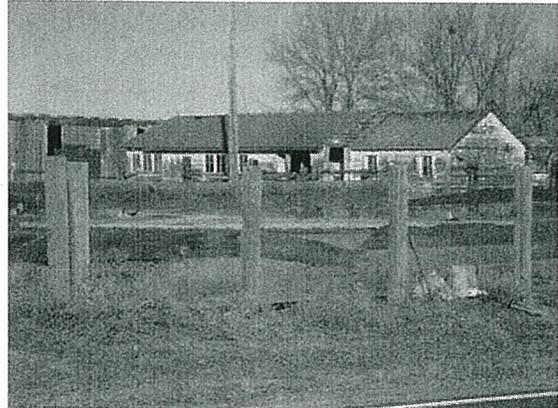
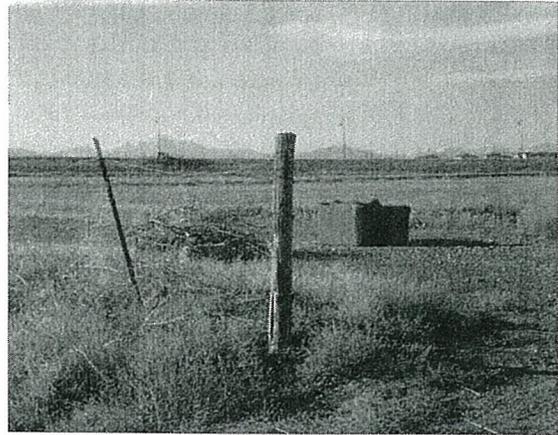
Factor E, site deterioration, is determined based on the state of improvements, including fences, driveways and pavement, and overall condition and maintenance of the site (i.e., presence of weeds, dead trees and shrubs, and trash).

Findings

The site has presence of deteriorating conditions particularly in the following locations:

- on the two parcels with structures (4 and 6) that are extremely dilapidated,

- on parcels 11 and 18 where trash dumping is occurring, and
- along the rights-of-ways of West 160th Avenue and Huron Street, where fences are falling to pieces and large amounts of glass, plastic, and other refuse are littering the side of the road.



Photos 14 and 15: Several sites are accumulating debris and appear to be an informal dump. (Parcels 6, 18 and 11)

F: Unusual Topography or Inadequate Public Improvements or Utilities

Determination of Conditions

This study considers unusual topography where conditions such as steep slopes or floodplains impede the development of parcels in a safe and viable layout. No other unusual

topographic features, such as rock outcroppings, are found in this area.

Also, the study reviewed the condition of public improvements or utilities, including roads and sidewalks, electrical utilities, and storm water drainage. We concluded these impoundments or utilities were in inadequate condition if:

- Roads are in disrepair—if they are cracking, contain potholes, or are deteriorating;
- Streets lack sidewalks and a curb or shoulder or sidewalks or are substandard widths;
- Lighting is absent or inadequate;
- Steep slopes constrain the majority of the site from development or impede circulation within or to and from the site;
- Water and sewer lines are inadequately sized, lacking, or deteriorating.

Findings

Where the site is directly affected by the Preble Creek floodplain, it is considered to have the potential for conditions that endanger life or property due to the possibility of damage from flood waters. Portions of parcels 21, 22, 33, 11, 6, 2, 1, 3, and 4 contain floodplain areas that have the potential for the aforementioned conditions that endanger life or property. In addition, parcels 22, 33, and 24 are development-constrained due to drainage structures and configuration of properties and slopes. Parcels 22 and 33 both contain intermittent slopes and are constrained by floodplain. The west end of parcel 25 is narrow and contains a steep near the lake and floodplain in some places.



Photo 16: Floodplain area. (Parcel 22)



Photo 17: Portion of Preble Creek floodplain. (Parcel 11)

In addition to topographic constraints, two major roads through the site, West 160th Avenue and Huron Street and the intersection of the two streets, are inadequate to support current or future urbanization of the site or surrounding area, because they are deteriorating and are of inadequate width. (See photo 18.) West 160th Avenue, in particular, lacks lane striping, shoulders, and lighting, and has deteriorating pavement.



Photo 18: West 160th Avenue is in poor condition, lacking a shoulder and adequate width. (Near parcel 22)

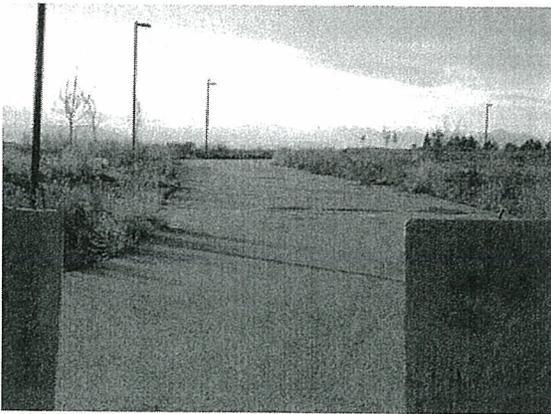


Photo 19: Deteriorating site improvements. (Parcel 7).



Photo 20: Sheridan Parkway is improved to an urban standard with curb, gutter, and lighting.

G. Defective or Unusual Conditions of Title

Determination of Conditions

This factor is present if the title contains unusual conditions rendering it potentially nonmarketable.

Findings

It is not known whether this factor is present. Because at least six factors are present, we did not conduct title research.

H. Conditions that Endanger Life or Property by Fire or Other Causes

Determination of Conditions

Fire code violations, lack of or inadequate emergency vehicle access, or inadequate fire fighting infrastructure are blight conditions that endanger life or property by fire or other causes.

Findings

It is not known whether this factor is present. The study area does have fire hydrants. More research would need to be done to assess violations and other conditions that may endanger life or property by fire or other causes. Because at least six factors are present, we did not obtain fire code records for the structures on the site.

I: Buildings that are Unsafe or Unhealthy

Determination of Conditions

Buildings are considered unsafe or unhealthy if they are in violation of inspections or if they pose a risk to health and safety.

Findings

This factor does not appear to be present; however, we did not conduct further research to determine if buildings have violations.

J: Environmental Contamination of Buildings or Property

Determination of Conditions

Factor J is environmental contamination related to a current or prior use that may have caused such a condition.

Findings

It is unknown whether factor J is present.

K.5 Substantial Underutilization or Vacancy of Sites, Buildings, or Other Improvements; Site Requires High Levels of Municipal Services.

Determination of Conditions

This factor is present if the site has, "the existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements." Where the improvements value is small relative to the land value, this factor is present. It is also present if Broomfield has to continually monitor a site, remove nuisances, respond to police or fire calls, or issue violation notices.

Findings

It is possible that this site is underutilized relative to its location near Interstate-25, Northwest Parkway, and the improved Sheridan Parkway and utilities, given the other urbanization around it. However, given that at least six factors are present on this site, this study does not document its relative improvement value or underutilization.

L. No Objection by Property Owners and Tenant

Determination of Conditions

The property owners and tenant have indicated that they do not object to the inclusion of the property in an urban renewal area. Thus, only one of the above-described factors is required to be present to constitute a finding of blight.

Summary of Findings

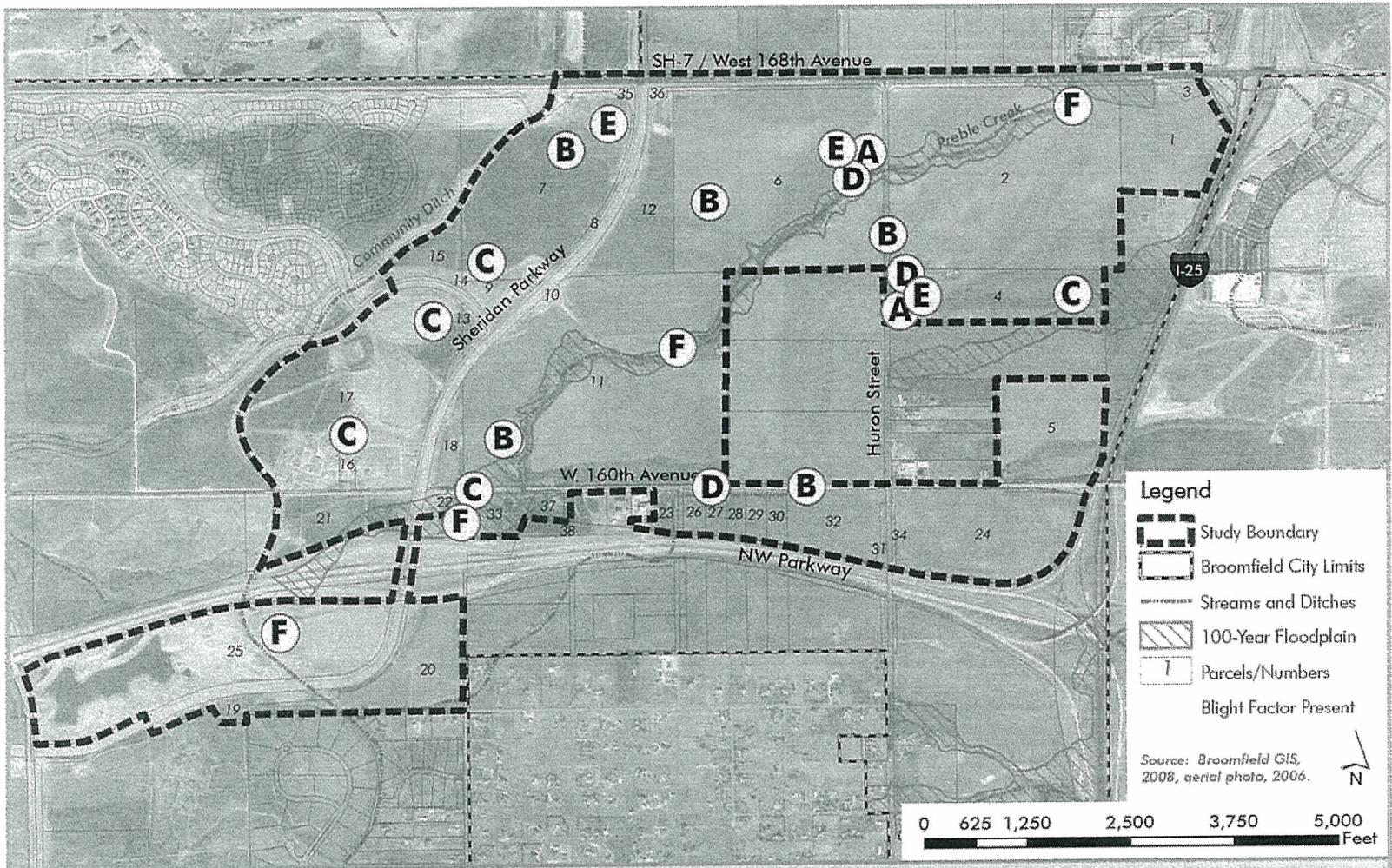
The Urban Renewal Law defines a “blighted area” that will subsequently be transferred to a private property as having the presence of at least four of the blighting factors (defined by the statute) in the surveyed area, unless the property owners have indicated that they do not object to its inclusion in an urban renewal area.

In this North Park Site, at least six of the blighting factors are present, including:

- **Factor A**, Slum, deteriorated, or deteriorating structures;
- **Factor B**, Predominance of defective or inadequate street layout;
- **Factor C**, Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- **Factor D**, Unsanitary or unsafe conditions (moderately present);
- **Factor E**, Deterioration of site or other improvements; and
- **Factor F**, Unusual topography or inadequate public improvements or utilities.

Because the site is owned by one owner with one tenant (in addition to City and County of Broomfield), with neither objecting to its inclusion in an urban renewal area,, only one factor must be present to make a finding of blight. The North Park Site contains the presence of at least one blighting condition that negatively influences the area. Therefore under these circumstances, the North Park site meets the definition of a blighted area.

The blight factors present may impair or arrest the sound growth of the City and County of Broomfield and constitute a liability. With the presence of blighting influences, it is likely that development of the area will continue to be substantially impaired; will retard the provision of housing accommodations; will constitute an economic or social liability; and will be a growing menace to the public health, safety, or welfare.



Conditions Study

Broomfield North Park Site

KEY TO SITE CONDITIONS

Figure 3

CLARION
09/10/09

Sources

Broomfield Zoning. GIS.

City of Broomfield, 2005 Comprehensive Plan

Colorado Revised Statutes 31-25-101 *et. seq.* "Colorado Urban Renewal Law."

Colorado House Bill 06-1411 amending C.R.S. 38-1-101 (1), (2), and (3).

Appendix

Structure and Site Survey Rating Guidelines

Structure (Factor A)

Roof

Good – All shingles are in place; little or no discoloration.

Fair – Significant discoloration; loose, cracked or shifted shingles; fewer than five missing shingles are immediately visible; eaves and parapets have some evidence of peeling paint.

Poor – More than five (5) missing shingles are immediately visible; holes in asphalt roof; major discoloration; eaves and parapets have some evidence of rotting or warping.

Gutter and Downspouts

Good – Full paint with little, if any discoloration; no deterioration or leaks, etc.

Fair – Peeling paint; limited discoloration; no visible leaks or holes.

Poor – Significant deterioration such as large rusted areas or decay or unattached gutters and downspouts.

Siding and Windows

Good – Full paint; no deterioration; no cracking; no discoloration.

Fair – Some discoloration; non-structural cracking; cracked windows, limited peeling or chipping of paint, window frames beginning to bend and warp.

Poor – Unattached siding; holes or large cracks in siding; major discoloration.

Doors and Entrances

Good – Full paint; complete railings, no deterioration; no cracking; no discoloration.

Fair – Chipping or peeling of paint; visible cracking, posts not squared, damage to doors, frames or stairs.

Poor – Structural deficiencies such as broken frames; parts of windows missing; severely bent or warped frames, leaning or missing stairs; masonry falling off, etc.

Exposed Foundation

Good – Full paint (if painted); no visible cracking or deficiencies.

Fair – Visible cracks; peeling paint.

Poor – Significant deterioration; collapse or separation.

Site (Factor E)

Driveway/Parking (if present)

Good – Solid asphalt concrete or blacktop; no chipping or cracking.

Fair – Minor chipping or cracking; gravel driveway that is maintained and neat with edging.

Poor – No solid driveway (i.e., gravel); major cracking and chipping; uneven driving surface.

Yard Conditions/Outdoor Storage

Good – Grass cut; hedges trimmed; plants and trees pruned; no dead trees or landscaping. Dumpsters and outdoor storage are screened, buffered or within an enclosed structure.

Fair – Minimal trimming needed for grass, trees flowers or hedges. Dumpsters and outdoor storage are visible but are maintained neatly and in the side or rear yards; minimal litter.

Poor – Dead trees, overgrown weeds and grass; garbage or junk present. Dumpsters and outdoor storage are visible and not maintained neatly or in a sanitary condition.

The Urban Renewal Plan for the North Park
Urban Renewal Area

City and County of Broomfield

October 27, 2009

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EXHIBIT B B-1

I. PREFACE

The Urban Renewal Plan for the North Park Urban Renewal Area has been prepared for the City Council of the City and County of Broomfield by the Broomfield Urban Renewal Authority pursuant to the provisions of the Colorado Urban Renewal Law. Unless otherwise indicated, all capitalized terms shall have the meanings set forth in Section II hereof.

II. DEFINITIONS

The terms used in this Urban Renewal Plan shall have the following meanings.

“Act” means the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, of the Colorado Revised Statutes.

“Area” or “Urban Renewal Area” means the area of the City included within the boundaries of this Urban Renewal Plan as depicted in Exhibit A and described in Exhibit B.

“Authority” means the Broomfield Urban Renewal Authority.

“City” means the City and County of Broomfield, Colorado.

“Comprehensive Plan” means the 2005 Comprehensive Plan of the City and County of Broomfield, as amended.

“Plan” or “Urban Renewal Plan” means this urban renewal plan as it may be amended in the future.

“Project” or “Urban Renewal Project” means all of the activities and undertakings described in this Plan.

“Subarea Plan” means the I-25 Sub-Area Plan Land Use Plan, as amended.

III. PURPOSE

The purpose of this Plan is to implement those provisions of the Comprehensive Plan and the Subarea Plan that apply to the Urban Renewal Area. The provisions of this Plan are intended to help provide important services to the Area, attract private investment, provide for the orderly development of the Area, and leverage public investment and funding mechanisms to provide necessary public infrastructure to serve the Area.

The administration of the Project and the implementation of the Plan shall be the responsibility of the Authority.

IV. URBAN RENEWAL AREA BOUNDARIES

The location and boundaries of the Urban Renewal Area within the City are shown in Exhibit A. The Urban Renewal Area contains approximately _____ acres and is described in Exhibit B.

V. SUMMARY OF STATUTORY CRITERIA

The Authority contracted with Clarion Associates to prepare a [*conditions survey or blight study*] entitled “North Park Site _____” (the “Survey”). The Survey includes exhibits, a description of existing conditions, and numerous photographs. The Survey is incorporated herein in its entirety by this reference.

The Survey shows that the following factors listed in the Act are present in the Area and that these conditions qualify the Area as a “blighted area” as defined in the Act:

- Slum, deteriorated, or deteriorating structures;
- Predominance of defective or inadequate street layout;
- Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- Unsanitary or unsafe conditions;
- Deterioration of site or other improvements;
- Unusual topography or inadequate public improvements or utilities.

VI. DESCRIPTION OF URBAN RENEWAL PROJECT

This Plan will be implemented as part of a comprehensive program to eliminate and prevent the documented conditions of blight in the Urban Renewal Area. The Authority and the City, with the cooperation of private enterprise and other public bodies, will undertake a program to eliminate the conditions of blight identified in the Survey while implementing the Comprehensive Plan and the Subarea Plan.

The Urban Renewal Area contains three broad land use categories: Mixed Use – Urban District (“MUD”), Mixed Use – Secondary (“MUS”), and Open Lands. The MUD area will promote high density urban-style development built upon an urban grid network of streets. The MUS area is intended for suburban and campus development to provide a transition from the high density urban style development. The Open Lands areas will be located adjacent to the Northwest Parkway, with smaller areas such as parks, trails, and drainage ways in the MUD and MUS areas.

Public improvements may include the following: sewer and water lines, water storage facilities, electrical transmission lines, utility lines, storm water drainage and detention improvements, general transportation improvements, and reimbursements to public and private entities for providing such public improvements. The goals of the Plan will be accomplished by affording maximum opportunity for the redevelopment of the Area by private enterprise.

A. Urban Renewal Plan Goals and the Plan’s Relationship to Local and Regional Objectives.

1. Goals of the Plan

This Plan has been adopted to achieve the following goals in the Area:

The Plan’s goal is to implement the Comprehensive Plan and Subarea Plan by assisting with the elimination of development barriers in the Area. These barriers are characterized principally by inadequate street patterns, lack of adequate and convenient access, unusual topography, and lack of adequate public infrastructure. The Authority will cooperate with public and private enterprise to remedy these conditions and to otherwise benefit and facilitate redevelopment of the Area by private enterprise and to provide for high-quality pedestrian oriented, mixed use development in the Area. A principal goal of the Plan is to extend infrastructure and services to facilitate redevelopment of the Area by private enterprise.

The Plan will implement the following provisions of the Comprehensive Plan:

- Goal LU-B: Mixed-Use Development – “Encourage mixed-used developments that provide the benefits of more compact, denser developments with a mix of living, shopping and working environments.”
 - Goal ED-A: Adequate Tax Base – “Provide an adequate property and sales tax base to support quality city services, facilities and amenities...”
 - Goal ED-C: Employment – “Build a strong and diversified employment base in Broomfield that minimizes cyclical impacts of market changes and that provides job opportunities for Broomfield residents of all skills.”
 - Goal OP-A: Forty Percent Open Lands – Provide 40 percent of Broomfield’s planning area as open lands.
2. Implementation of the Plan will eliminate and prevent conditions of blight in the Urban Renewal Area.
 3. Through the maximum possible participation of private enterprise and the cooperative efforts of the public sector, implementation of the Plan will eliminate and prevent economic deterioration in the Urban Renewal Area and the community at large. The Plan will promote creation of a high-quality pedestrian oriented mixed use development.
 4. The Plan will extend public facilities and infrastructure; improve pedestrian and vehicular access and circulation; improve traffic patterns; provide public utilities, including sewer and water; and provide storm water drainage and detention in the Urban Renewal Area.
 5. The Plan will help attract capital investment by private enterprise, thereby providing employment and strengthening the City’s economic base.

6. The Plan will improve conditions and correct problems in the Area related to vehicular access and circulation, pedestrian/bicycle access and circulation, public utilities, drainage, public safety, sewer connectivity, underutilization of land, and public amenities.

B. Land Use Regulations and Building Requirements

The Plan will provide a comprehensive and unified plan to promote and encourage high quality development and redevelopment of the Urban Renewal Area by cooperative efforts of private enterprise and public bodies. Notwithstanding anything in the Plan to the contrary, the development and use of the property within the Urban Renewal Area described in the Plan including, without limitation, land area, land use, design building requirements, timing or procedures applicable to the property, shall be subject to the Broomfield Municipal Code and secondary codes therein adopted by reference, any variances granted from such codes, and other applicable standards and regulations (“Applicable Regulations”) which shall be controlling with respect thereto.

VII. PROJECT ACTIVITIES

The following provisions shall apply to the Area. In accordance with the Act, the Authority may undertake these activities directly or, to the extent authorized by applicable law, contract with third parties to do so.

A. Land Acquisition

The Authority does not intend to undertake land acquisition in the Urban Renewal Area. However, in order to carry out this Plan, the Authority may exercise any and all of its rights and powers under the Act and any other applicable law, ordinance or regulation. The Authority may acquire any interest in property by any manner available; provided, however, acquisition of property by eminent domain is not authorized unless the City Council of the City approves, by majority vote, the use of eminent domain by the Authority.

B. Relocation

The Authority does not intend to cause displacement of any parties within the Area. However, if acquisition of property displaces any individual, family, or business concern, the Authority may assist such party in finding another location, and may, but is not obligated to, make relocation payments to eligible residents and businesses in such amounts and under such terms and conditions as it may determine and as may be required by law.

C. Demolition, Clearance and Site Preparation

Although the Authority does not intend to acquire any real property, to the extent that the Authority may do so, the Authority may demolish and clear buildings, structures, and other improvements from property it acquires if such buildings, structures, and other improvements are not to be rehabilitated in accordance with this Plan. The Authority may also reimburse others to undertake such demolition and clearance activities. The Authority may provide rough and

finished site grading and other site preparation services as part of a comprehensive redevelopment program.

D. Property Management

During such time as any property is acquired by the Authority for disposition for redevelopment, such property shall be under the management and control of the Authority and may be rented or leased by it pending disposition for redevelopment or rehabilitation.

E. Land Disposition, Redevelopment and Rehabilitation

The Authority may dispose of property it acquires by means of a reasonable competitive bidding procedure it establishes in accordance with the Act and pursuant to redevelopment agreements between the Authority and such purchasers.

The Authority may also enter into owner participation or reimbursement agreements with property owners, metropolitan districts, other districts, and governments in the Area for the development, redevelopment or rehabilitation of their property and provision of public infrastructure and services. Such agreements will provide for such participation and assistance as the Authority may elect to provide to such owners.

The Authority may develop, construct, maintain, and operate buildings and facilities devoted to uses and purposes as the Authority deems to be in the public interest.

All such redevelopment, owner participation and other agreements shall contain, at a minimum, provisions requiring:

1. Compliance with the Plan and all Applicable Regulations;
2. Covenants to begin and complete development, construction or rehabilitation of both public and private improvements within a period of time deemed to be reasonable by the Authority;
3. The financial commitments of each party (but nothing herein shall obligate the Authority to make any such financial commitment to any party or transaction).

F. Public Improvements

The Authority will cooperate with private enterprise, the City and other public bodies to provide the infrastructure necessary to service development within the Plan Area. The Authority is authorized to cooperate with all such parties to finance, assist in the design, installation, construction, and reconstruction of public improvements in the Area and to enter into agreements to provide public improvements and equipment necessary and incidental to the provision of infrastructure improvements and public services to serve the needs of the Area.

G. Cooperation Agreements

For the purposes of planning and carrying out this Plan in the Area, the Authority may enter into one or more cooperation agreements with the City or other public bodies. Without limitation, such agreements may include project financing and implementation; design, location, installation, and construction of public improvements, provision for municipal and other governmental services, and any other matters required to carry out this Project. It is recognized that cooperation with the City and other public and private bodies may be required to coordinate such issues as the design, construction, maintenance, operation, timing of public and private improvements, and the provision of municipal services within and outside of the Area to properly and efficiently carry out the goals and objectives of this Plan.

H. Other Project Undertakings and Activities

Other Project undertakings and activities deemed necessary by the Authority to carry out the Plan in the Area may be undertaken and performed by the Authority or pursuant to agreements with other parties, including private enterprise and public bodies in accordance with the authorization of the Act and any and all applicable laws.

VIII. PROJECT FINANCING

The Authority is authorized to finance activities and undertakings under this Plan by any method authorized by the Act or any other applicable law, including without limitation, appropriations, loans or advances from the City; federal loans and grants; state loans and grants; interest income; pay as you go arrangements; annual appropriation agreements; agreements with public and private parties or entities; sale of securities; loans, advances and grants from any other available source.

Any and all financing methods legally available to the City, the Authority, any private developer, redeveloper or owner may be used to finance in whole or in part any and all costs, including without limitation, the cost of public improvements described or anticipated in the Plan or in any manner related or incidental to the development of the Urban Renewal Area. Such methods may be combined to finance all or any part of activities and undertakings throughout the Urban Renewal Area. Any financing method authorized by the Plan or by any applicable law, including without limitation, the Act, may be used to pay the principal of and interest on and to establish reserves for indebtedness (whether funded, refunded, assumed or otherwise) incurred by the Authority, the City, or other public or private entity to finance activities and undertakings authorized by the Act and this Plan in whole or in part.

The Authority is authorized to issue notes, bonds or any other financing instruments or documents in amounts sufficient to finance all or part of the Urban Renewal Plan. The Authority is authorized to borrow funds and to create indebtedness in carrying out this Plan. The principal, interest, and any premiums due on or in connection with such indebtedness may be paid from any funds available to the Authority.

The Project may be financed by the Authority under the tax allocation financing provisions of the Act, which shall be in effect for the first to occur of payment of all bonds, loans, advances, and indebtedness of the Authority, including interest thereon and any premiums due in connection therewith, in

connection with this Project or twenty-five (25) years after the effective date of the adoption of this tax allocation provision, or for such longer period as may be authorized by the Act in the future.

A. Base Amount

That portion of the taxes which are produced by the levy at the rate fixed each year by or for each public body upon the valuation for assessment of taxable property in the Urban Renewal Area last certified prior to the effective date of approval of the Plan or, as to an area later added to the Urban Renewal Area, the effective date of the modification of the Plan shall be paid into the funds of each such public body as are all other taxes collected by or for said public body.

B. Increment Amount

That portion of said property taxes in excess of such base amount shall be allocated to and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans or advances to, or indebtedness incurred by (whether funded, refunded, assumed or otherwise) the Authority for financing or refinancing, in whole or in part, the Urban Renewal Project, or to make payments authorized by the Act.

Unless and until the total valuation for assessment of the taxable property in the Urban Renewal Area exceeds the base valuation for assessment of the taxable property in the Urban Renewal Area, all of the taxes levied upon taxable property in the Urban Renewal Area shall be paid into the funds of the respective public bodies.

When such bonds, loans, advances and indebtedness, including interest thereon and any premiums due in connection therewith, have been paid, all taxes upon the taxable property in the Urban Renewal Area shall be paid into the funds of the respective public bodies.

The increment portion of the taxes, as described in this subsection B, may be irrevocably pledged by the Authority for the payment of the principal of, the interest on, and any premiums due in connection with such bonds, loans, advances and indebtedness incurred by the Authority to finance the Project; provided, however, any offsets collected by the City and County Treasurer for return of overpayments or any reserve funds reserved by the Authority for such purposes in accordance with Section 31-25-107(9)(a)(III) and (b) of the Act. The Authority shall set aside and reserve a reasonable amount as determined by the Authority of all incremental property taxes paid to the Authority for payment of expenses associated with administering the Plan.

IX. CHANGES IN APPROVED PLAN

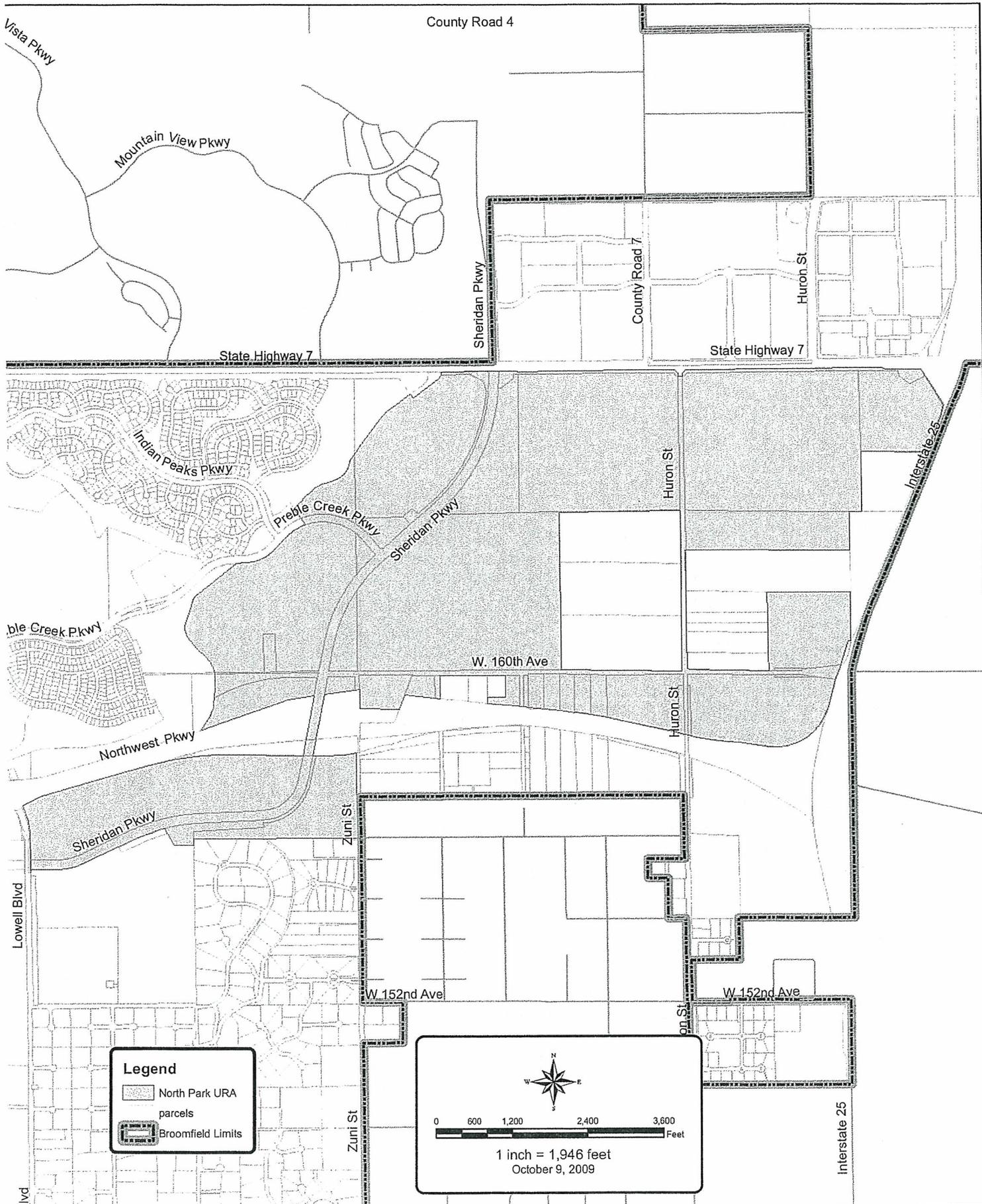
This Plan may be modified pursuant to the provisions of the Act governing such modifications, including Section 31-25-107, C.R.S.

X. MINOR VARIATIONS

The Authority may in specific cases allow minor variations from the provisions of the Plan if it determines that a literal enforcement of the provisions of the Plan would constitute an unreasonable limitation beyond the intent and purpose of the Plan.

NORTH PARK URBAN RENEWAL AREA

EXHIBIT A



**NORTH PARK URBAN RENEWAL AREA
LEGAL DESCRIPTION**

PARCEL 1 DESCRIPTION:

A PARCEL OF LAND LYING IN A PORTION OF SECTIONS 3, 4, 5, 7, 8, 9 & 10, 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 NORTH QUARTER CORNER OF SAID SECTION 4; WHENCE THE CENTER QUARTER CORNER OF SAID SECTION 4 BEARS S00°21'07"E A DISTANCE OF 2353.26 FEET; THENCE S00°21'07"E ALONG THE EASTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4 A DISTANCE OF 125.00 FEET TO A POINT ON THE SOUTHERLY LINE OF OUTLOT 2, ANTHEM FILING NUMBER 5, RECORDED AT THE CITY AND COUNTY OF BROOMFIELD CLERK & RECORDER'S OFFICE AT RECEPTION NUMBER 2006006606 ON MAY 25, 2006, BEING THE POINT OF BEGINNING;

THENCE THE FOLLOWING FOUR (4) COURSES ALONG THE SOUTHERLY LINE OF SAID OUTLOT 2:

1. THENCE N89°36'52"E A DISTANCE OF 2089.00 FEET;
2. THENCE N89°36'49"E A DISTANCE OF 411.33 FEET;
3. THENCE S45°23'04"E A DISTANCE OF 70.61 FEET;
4. THENCE N89°56'11"E A DISTANCE OF 23.87 FEET;

THENCE N89°50'12"E A DISTANCE OF 60.00 FEET TO THE SOUTHWEST CORNER OF OUTLOT 3, SAID ANTHEM FILING NUMBER 5; THENCE THE FOLLOWING SIX (6) COURSES ALONG THE SOUTHERLY LINE OF SAID OUTLOT 3:

1. THENCE N89°50'31"E A DISTANCE OF 23.70 FEET;
2. THENCE N44°24'33"E A DISTANCE OF 71.03 FEET;
3. THENCE N89°36'38"E A DISTANCE OF 3369.79 FEET;
4. THENCE S08°34'30"E A DISTANCE OF 80.01 FEET;
5. THENCE S52°29'16"E A DISTANCE OF 206.76 FEET;
6. THENCE N66°25'51"E A DISTANCE OF 278.36 FEET;

THENCE THE FOLLOWING FOUR (4) COURSES ALONG THE EASTERLY AND SOUTHERLY LINES OF A PARCEL OF LAND DESCRIBED IN BOOK 3240 AT PAGE 664, RECORDED AT THE ADAMS COUNTY CLERK & RECORDER'S OFFICE ON DECEMBER 5, 1986:

1. THENCE S32°20'16"E A DISTANCE OF 539.32 FEET;
2. THENCE S14°21'55"W A DISTANCE OF 192.09 FEET;
3. THENCE S22°30'02"W A DISTANCE OF 618.73 FEET;
4. THENCE N89°39'34"W A DISTANCE OF 1039.34 FEET;

THENCE S00°11'30"E ALONG THE WESTERLY LINE OF A PARCEL OF LAND DESCRIBED IN BOOK 3240 AT PAGE 664 RECORDED ON DECEMBER 5, 1986 IN SAID ADAMS COUNTY CLERK AND RECORDER'S OFFICE A DISTANCE OF 973.98 FEET TO A POINT ON THE SOUTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3; THENCE N89°39'32"W ALONG SAID SOUTHERLY LINE OF THE NORTHEAST QUARTER OF SECTION 3 A DISTANCE OF 197.06 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 3; THENCE S00°08'03"E ALONG THE EASTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 A DISTANCE OF 2083.68 FEET; THENCE THE FOLLOWING TWO (2) COURSES ALONG THE NORTHERLY AND WESTERLY LINES OF PARCEL TK-1C AS DESCRIBED AT RECEPTION # 2001001089 AT THE CITY AND COUNTY OF BROOMFIELD CLERK & RECORDER'S OFFICE ON DECEMBER 20, 2001:

1. THENCE S88°53'44"W A DISTANCE OF 36.43 FEET;
2. THENCE S17°57'18"W A DISTANCE OF 409.99 FEET; THENCE S18°05'58"W A DISTANCE OF 259.83 FEET MORE OR LESS; THENCE S15°17'59"W ALONG THE WESTERLY LINE OF E-470 PUBLIC HIGHWAY AUTHORITY PARCEL TK-248 REV-1 AS DESCRIBED IN RECEPTION NUMBER C0804734, RECORDED AT ADAMS COUNTY CLERK AND RECORDER'S OFFICE ON MAY 23, 2001 A DISTANCE OF 448.86 FEET; THENCE THE FOLLOWING EIGHT (8) COURSES ALONG THE NORTHERLY AND EASTERLY LINES OF NORTHWEST PARKWAY HIGHWAY AUTHORITY PARCEL TK-1E AS DESCRIBED AT RECEPTION # 2001001089 AT THE CITY AND COUNTY OF BROOMFIELD CLERK & RECORDER'S OFFICE ON DECEMBER 20, 2001:
 1. S20°09'11"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 86.52 FEET;
 2. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 77°23'21", A RADIUS OF 864.93 FEET, A CHORD BEARING S58°50'51"W A DISTANCE OF 1081.45 FEET, AND AN ARC DISTANCE OF 1168.26 FEET;
 3. THENCE N82°27'28"W TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 501.80 FEET;
 4. THENCE N84°44'54"W A DISTANCE OF 300.24 FEET;
 5. THENCE N82°27'28"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 106.30 FEET;
 6. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 7°10'01", A RADIUS OF 2774.79 FEET, A CHORD BEARING N78°52'29"W A DISTANCE OF 346.86 FEET, AND AN ARC DISTANCE OF 347.09 FEET;
 7. THENCE N00°33'22"W ALONG A LINE BEING 75.00 FEET EASTERLY OF AND PARALLEL WITH THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10 BEING NON-TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 819.96 FEET;
 8. THENCE S89°26'36"W A DISTANCE OF 45.00 FEET;
- THENCE N00°33'22"W ALONG A LINE BEING 30.00 FEET EASTERLY OF AND PARALLEL WITH THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10 A DISTANCE OF 178.39 FEET TO THE SOUTHERLY LINE OF 160TH AVENUE; THENCE N89°53'11"W ALONG THE SOUTHERLY LINE OF 160TH AVENUE BEING 30.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10 A DISTANCE OF 30.00 FEET; THENCE N00°33'22"W ALONG THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10 A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF SAID SECTION 10; THENCE N00°25'16"W ALONG THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 A DISTANCE OF 30.00 FEET TO THE NORTHERLY LINE OF 160TH AVENUE; THENCE S89°48'02"W ALONG A LINE BEING 30 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4 A DISTANCE OF 2608.96 FEET; THENCE S89°47'54"W ALONG A LINE BEING 30.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4 A DISTANCE OF 2608.76 FEET; THENCE N00°20'49"W ALONG THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4 A DISTANCE OF 20.00 FEET; THENCE S89°32'08"W ALONG A LINE BEING 50.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5 A DISTANCE OF 441.92 FEET; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE EASTERLY LINE OF SHERIDAN PARKWAY AS DEDICATED BY PREBLE CREEK FILING NUMBER 1, RECORDED AT THE CITY AND COUNTY OF BROOMFIELD CLERK & RECORDER'S OFFICE AT RECEPTION NUMBER 2004005783 ON APRIL 23, 2004:
 1. N11°00'00"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 428.20 FEET;
 2. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 37°31'47", A RADIUS OF 2423.00 FEET, A CHORD BEARING N29°45'53"E A DISTANCE OF 1558.88 FEET, AND AN ARC DISTANCE OF 1587.10 FEET;
 3. THENCE N48°31'47"E TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 744.95 FEET;
- THENCE THE FOLLOWING THREE (3) COURSES ALONG THE SOUTHERLY, EASTERLY AND NORTHERLY LINES OF OUTLOT 10, SAID PREBLE CREEK FILING NUMBER 1:
 1. S68°45'47"E A DISTANCE OF 105.14 FEET;
 2. THENCE N41°27'12"E A DISTANCE OF 168.65 FEET;
 3. THENCE N00°05'25"W A DISTANCE OF 96.83 FEET;
- THENCE THE FOLLOWING TWO (2) COURSES ALONG THE EASTERLY LINE OF SAID SHERIDAN PARKWAY:

1. N48°31'47"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 163.82 FEET;
2. THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 45°48'04", A RADIUS OF 2877.00 FEET, A CHORD BEARING N25°37'45"E A DISTANCE OF 2239.07 FEET, AND AN ARC DISTANCE OF 2299.82 FEET;
THENCE THE FOLLOWING THREE (3) COURSES ALONG THE SOUTHERLY LINE OF SAID OUTLOT 2, ANTHEM FILING NUMBER 5:
1. S89°57'54"E NON-TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 45.49 FEET;
2. THENCE N51°50'30"E A DISTANCE OF 250.36 FEET;
3. THENCE N00°18'30"W A DISTANCE OF 62.88 FEET;
THENCE N89°35'50"E ALONG A LINE BEING 125.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4 A DISTANCE OF 63.41 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

HURON EAST PARCELS (SIMPSON(BK. 2911 PG. 402 8/28/84), DURAN(BK. 4460 PG. 263 1/31/95), FREDERICK(BK. 2853 PG. 951 3/27/84), WENNSTEDT(BK. 5858 PG. 664 8/16/99), NORTH HURON INV.(BK. 2930 PG. 572 10/24/84) AND HURON STREET INVESTMENTS, LLC (REC.# C0787042 4/17/2001))

HURON WEST PARCELS (HARMOUSH(BK. 6151 PG. 457 6/7/00), ADAMS PARCELS A & B(BK. 2929 PG. 579 10/22/84)

PARCEL 2A DESCRIPTION:

A PARCEL OF LAND LYING IN A THE WEST HALF OF SECTION 4 AND THE EAST HALF OF SECTION 5, 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 WEST QUARTER CORNER OF SAID SECTION 4 WHENCE THE CENTER QUARTER CORNER OF SAID SECTION 4 BEARS N89°41'04"E (BASIS OF BEARING, ASSUMED) A DISTANCE OF 2607.23 FEET;

THENCE S36°19'40"E A DISTANCE OF 688.28 FEET TO A POINT ON THE NORTHERLY LINE OF PREBLE CREEK PARKWAY AS DEDICATED BY PREBLE CREEK FILING NUMBER 1, RECORDED AT THE CITY & COUNTY OF BROOMFIELD CLERK & RECORDER'S OFFICE AT RECEPTION NUMBER 2004005783 ON APRIL 23, 2004, BEING THE POINT OF BEGINNING;

THENCE THE FOLLOWING TWO (2) COURSES ALONG THE NORTHERLY LINE OF SAID PREBLE CREEK PARKWAY:

1. N41°28'13"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 291.46 FEET;
 2. THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 69°34'02", A RADIUS OF 961.50 FEET, A CHORD BEARING N76°15'14"W A DISTANCE OF 1097.03 FEET, AND AN ARC DISTANCE OF 1167.43 FEET;
- THENCE N36°42'48"W NON-TANGENT WITH THE LAST DESCRIBED CURVE AND ALONG THE EASTERLY LINE OF OUTLOT 7, PREBLE CREEK FILING NUMBER 2, RECORDED AT THE CITY & COUNTY OF BROOMFIELD CLERK & RECORDER'S OFFICE AT RECEPTION NUMBER 2004005785 ON APRIL 23, 2004 A DISTANCE OF 196.70 FEET;
THENCE THE FOLLOWING THIRTEEN (13) COURSES ALONG THE EASTERLY LINE OF THE FRICO DITCH:
1. N45°52'39"E A DISTANCE OF 47.36 FEET;
 2. THENCE N44°08'32"E A DISTANCE OF 109.24 FEET;
 3. THENCE N44°48'13"E A DISTANCE OF 101.93 FEET;
 4. THENCE N46°28'25"E NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 104.24 FEET;
 5. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 27°54'24", A RADIUS OF 626.12 FEET, A CHORD BEARING OF N58°45'07"E A DISTANCE OF 301.95 FEET, AND AN ARC DISTANCE OF 304.96 FEET;

6. THENCE N70°55'12"E NON-TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 87.76 FEET;
 7. THENCE N68°30'15"E NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 88.21 FEET;
 8. THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 54°33'08", A RADIUS OF 343.49 FEET, A CHORD BEARING OF N40°03'13"E A DISTANCE OF 314.82 FEET, AND AN ARC DISTANCE OF 327.04 FEET;
 9. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, NON-TANGENT WITH THE LAST DESCRIBED CURVE, HAVING A CENTRAL ANGLE OF 35°38'33", A RADIUS OF 189.15 FEET, A CHORD BEARING OF N21°31'43"E A DISTANCE OF 115.78 FEET, AND AN ARC DISTANCE OF 117.67 FEET;
 10. THENCE N35°49'39"E NON-TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 325.50 FEET;
 11. THENCE N36°03'00"E NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 389.85 FEET;
 12. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 16°34'24", A RADIUS OF 1131.28 FEET, A CHORD BEARING OF N44°41'20"E A DISTANCE OF 326.09 FEET, AND AN ARC DISTANCE OF 327.23 FEET;
 13. THENCE N54°10'01"E NON-TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 360.87 FEET;
- THENCE THE FOLLOWING EIGHT (8) COURSES ALONG THE SOUTHERLY LINE OF OUTLOT 1, ANTHEM FILING NUMBER 5, RECORDED AT THE CITY & COUNTY OF BROOMFIELD CLERK & RECORDER'S OFFICE AT RECEPTION NUMBER 2006006606 ON MAY 25, 2006:
1. S38°13'15"E A DISTANCE OF 83.50 FEET;
 2. THENCE N51°46'45"E A DISTANCE OF 359.20 FEET;
 3. THENCE N48°50'23"E A DISTANCE OF 133.31 FEET;
 4. THENCE N42°21'48"E A DISTANCE OF 85.96 FEET;
 5. THENCE N89°35'50"E A DISTANCE OF 461.64 FEET;
 6. THENCE S00°09'03"E A DISTANCE OF 8.22 FEET;
 7. THENCE S64°23'05"E A DISTANCE OF 221.87 FEET;
 8. THENCE S14°29'56"E NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 173.23 FEET;
- THENCE THE FOLLOWING FIVE (5) COURSES ALONG THE WESTERLY LINE OF OUTLOT 11 OF SAID PREBLE CREEK FILING NUMBER 1:
1. ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 43°46'13", A RADIUS OF 2723.00 FEET, A CHORD BEARING OF S26°38'41"W A DISTANCE OF 2029.98 FEET, AND AN ARC DISTANCE OF 2080.19 FEET;
 2. THENCE S48°12'44"W NON-TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 225.69 FEET;
 3. THENCE N53°15'01"W A DISTANCE OF 128.75 FEET;
 4. THENCE S48°38'00"W A DISTANCE OF 186.09 FEET;
 5. THENCE S41°22'00"E A DISTANCE OF 168.47 FEET;
- THENCE THE FOLLOWING TWO (2) COURSES ALONG THE WESTERLY LINE OF SHERIDAN PARKWAY, AS DEDICATED BY SAID PREBLE CREEK FILING NUMBER 1:
1. S48°31'47"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 582.04 FEET;
 2. 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 N86°28'13"W A DISTANCE OF 42.43 FEET, AND AN ARC DISTANCE OF 47.12 FEET TO THE POINT OF BEGINNING.

PARCEL 2B DESCRIPTION:

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 4, THE SOUTH HALF OF SECTION 5 AND THE NORTHEAST QUARTER OF SECTION 8, 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 WEST QUARTER CORNER OF SAID SECTION 4 WHENCE THE CENTER QUARTER CORNER OF SAID SECTION 4 BEARS N89°41'04"E (BASIS OF BEARING, ASSUMED) A DISTANCE OF 2607.23 FEET; THENCE S16°21'28"E A DISTANCE OF 435.19 FEET TO A POINT ON THE SOUTHERLY LINE OF PREBLE CREEK PARKWAY AS DEDICATED BY PREBLE CREEK FILING NUMBER 1, RECORDED AT THE CITY & COUNTY OF

BROOMFIELD CLERK & RECORDER'S OFFICE AT RECEPTION NUMBER 2004005783 ON APRIL 23, 2004, BEING THE POINT OF BEGINNING;

THENCE THE FOLLOWING TWO (2) COURSES ALONG THE SOUTHERLY LINE OF SAID PREBLE CREEK PARKWAY:

1. S41°28'13"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 291.53 FEET;
2. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 89°35'01", A RADIUS OF 30.00 FEET, A CHORD BEARING S03°19'17"W A DISTANCE OF 42.27 FEET, AND AN ARC DISTANCE OF 46.91 FEET;

THENCE THE FOLLOWING THREE (3) COURSES ALONG THE WESTERLY LINE OF SHERIDAN PARKWAY AS DEDICATED BY SAID PREBLE CREEK FILING NUMBER 1:

1. ALONG THE ARC OF A CURVE TO THE LEFT, TANGENT WITH THE LAST DESCRIBED CURVE, HAVING A CENTRAL ANGLE OF 37°06'48", A RADIUS OF 2577.00 FEET, A CHORD BEARING OF S29°33'24"W A DISTANCE OF 1640.22 FEET, AND AN ARC DISTANCE OF 1669.25 FEET;
2. THENCE S11°00'00"W TANGENT WITH THE LAST AND FOLLOWING DESCRIBED CURVES A DISTANCE OF 386.95 FEET;
3. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 78°32'08", A RADIUS OF 30.00 FEET, A CHORD BEARING S50°16'04"W A DISTANCE OF 37.98 FEET, AND AN ARC DISTANCE OF 41.12 FEET;

THENCE THE FOLLOWING TWO (2) COURSES ALONG THE NORTHERLY LINE OF PROPOSED 160TH AVENUE:

1. S89°32'08"W TANGENT WITH THE LAST AND FOLLOWING DESCRIBED CURVES A DISTANCE OF 455.91 FEET;
2. THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 28°02'27", A RADIUS OF 2568.00 FEET, A CHORD BEARING S75°30'54"W A DISTANCE OF 1244.29 FEET, AND AN ARC DISTANCE OF 1256.80 FEET;

THENCE THE FOLLOWING TWENTY (20) COURSES ALONG THE EASTERLY LINE OF FRICO DITCH:

1. N01°49'58"E NON-TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 79.86 FEET;
2. THENCE N01°14'17"E A DISTANCE OF 93.76 FEET;
3. THENCE N03°20'26"W NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 64.76 FEET;
4. THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 40°09'31", A RADIUS OF 564.78 FEET, A CHORD BEARING OF N33°16'44"W A DISTANCE OF 387.80 FEET, AND AN ARC DISTANCE OF 395.86 FEET;
5. THENCE N51°07'11"W NON-TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 57.27 FEET;
6. THENCE N42°43'09"W A DISTANCE OF 52.87 FEET;
7. THENCE N39°13'49"W A DISTANCE OF 54.79 FEET;
8. THENCE N37°20'57"W A DISTANCE OF 107.71 FEET;
9. THENCE N34°08'27"W A DISTANCE OF 56.79 FEET;
10. THENCE N24°12'22"W NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 55.08 FEET;
11. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 54°10'13", A RADIUS OF 240.36 FEET, A CHORD BEARING OF N01°07'12"W A DISTANCE OF 218.88 FEET, AND AN ARC DISTANCE OF 227.25 FEET;
12. THENCE N17°22'45"E NON-TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 121.15 FEET;
13. THENCE N19°03'51"E A DISTANCE OF 101.08 FEET;
14. THENCE N17°35'24"E A DISTANCE OF 37.25 FEET;
15. THENCE N12°55'37"E NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 66.46 FEET;
16. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 41°17'18", A RADIUS OF 212.00 FEET, A CHORD BEARING OF N33°40'24"E A DISTANCE OF 149.49 FEET, AND AN ARC DISTANCE OF 152.77 FEET;
17. THENCE N53°46'21"E NON-TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 123.01 FEET;
18. THENCE N51°24'34"E A DISTANCE OF 200.55 FEET;
19. THENCE N50°18'36"E A DISTANCE OF 101.42 FEET;
20. THENCE N51°28'11"E A DISTANCE OF 379.73 FEET;

THENCE THE FOLLOWING FOUR (4) COURSES ALONG THE SOUTHERLY LINE OF SAID PREBLE CREEK PARKWAY:

1. N86°12'56"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 134.73 FEET;
2. THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 41°11'10", A RADIUS OF 711.50 FEET, A CHORD BEARING N65°37'21"E A DISTANCE OF 500.51 FEET, AND AN ARC DISTANCE OF 511.45 FEET;
3. THENCE N45°01'46"E TANGENT WITH THE LAST AND FOLLOWING DESCRIBED CURVES A DISTANCE OF 300.82 FEET;
4. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 93°30'00", A RADIUS OF 838.50 FEET, A CHORD BEARING S88°13'13"E A DISTANCE OF 1221.48 FEET, AND AN ARC DISTANCE OF 1368.34 FEET TO THE POINT OF BEGINNING.

PULTE PARCEL 1 DESCRIPTION:

A PARCEL OF LAND BEING LOT 1, BLOCK 1, ANTHEM FILING NUMBER 5, REPLAT "A" RECORDED AT THE CITY & COUNTY OF BROOMFIELD CLERK & RECORDER'S OFFICE AT RECEPTION NUMBER 2009003316 ON MARCH 20, 2009, LYING IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO.

PARCEL 4 DESCRIPTIONS:

A PARCEL OF LAND BEING LOT 1, BLOCK 1, MCWHINNEY BROOMFIELD FILING NUMBER 2 RECORDED AT THE CITY & COUNTY OF BROOMFIELD CLERK & RECORDER'S OFFICE AT RECEPTION NUMBER 2009003315 ON MARCH 20, 2009.

PARCEL 5 DESCRIPTIONS:

A PARCEL OF LAND BEING LOT 1, BLOCK 1, MCWHINNEY BROOMFIELD FILING NUMBER 3 RECORDED AT THE CITY & COUNTY OF BROOMFIELD CLERK & RECORDER'S OFFICE AT RECEPTION NUMBER 2009003303 ON MARCH 20, 2009, LYING IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO.

PARCEL 6 DESCRIPTION:

A PARCEL OF LAND BEING ALL OF MCWHINNEY BROOMFIELD FILING NUMBER 4 RECORDED AT THE CITY & COUNTY OF BROOMFIELD CLERK & RECORDER'S OFFICE AT RECEPTION NUMBER 2009003312 ON MARCH 20, 2009, LYING IN THE NORTH HALF OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO.

PARCEL 7 DESCRIPTION:

A PARCEL OF LAND BEING LOT 1, BLOCK 1, MCWHINNEY BROOMFIELD FILING NUMBER 1 RECORDED AT THE CITY & COUNTY OF BROOMFIELD CLERK & RECORDER'S OFFICE AT RECEPTION NUMBER 2009003313 ON MARCH 20, 2009, LYING IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO.

PARCEL 9 DESCRIPTION:

A PARCEL OF LAND BEING LOT 1, BLOCK 1, PREBLE CREEK FILING NUMBER 1, REPLAT "B", RECORDED AT THE CITY & COUNTY OF BROOMFIELD CLERK & RECORDER'S OFFICE AT RECEPTION NUMBER 2009003314 ON MARCH 20, 2009, LYING IN THE NORTH HALF AND THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO.

PARCEL 10 DESCRIPTION:

A PARCEL OF LAND BEING LOT 2, BLOCK 1 AND OUTLOT 1, UNITED POWER PARKWAY SUBSTATION FILING NUMBER 1, RECORDED AT THE CITY & COUNTY OF BROOMFIELD CLERK & RECORDER'S OFFICE AT RECEPTION NUMBER 2007002123 ON FEBRUARY 20, 2007, LYING IN THE NORTHWEST QUARTER OF SECTION 9,

TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY & COUNTY OF BROOMFIELD, STATE OF COLORADO.

PARCEL 11 DESCRIPTION:

A PARCEL OF LAND BEING OUTLOT 2, ANTHEM FILING NUMBER 5, RECORDED AT THE CITY & COUNTY OF BROOMFIELD CLERK & RECORDER'S OFFICE AT RECEPTION NUMBER 2006006606 ON MAY 25, 2006, LYING IN THE NORTH HALF OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO.

PARCEL 12 DESCRIPTION:

A PARCEL OF LAND BEING OUTLOT 3, ANTHEM FILING NUMBER 5, RECORDED AT THE CITY & COUNTY OF BROOMFIELD CLERK & RECORDER'S OFFICE AT RECEPTION NUMBER 2006006606 ON MAY 25, 2006, LYING IN THE NORTH HALF OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO.

ANTHEM PARK DESCRIPTION:

A PARCEL OF LAND LYING IN THE NORTHEAST QUARTER OF SECTION 7, THE NORTH HALF OF SECTION 8, AND THE SOUTHWEST QUARTER OF SECTION 8, 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:

A PARCEL OF LAND DESCRIBED AS OUTLOT 9 OF THE PREBLE CREEK FILING NUMBER 2 SUBDIVISION, RECORDED AT THE CITY & COUNTY OF BROOMFIELD CLERK & RECORDER'S OFFICE AT RECEPTION NUMBER 2004005785 ON APRIL 23, 2004.

BROOMFIELD OPEN LANDS POND DESCRIPTION:

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 9, 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:

A PARCEL OF LAND DESCRIBED IN RECEPTION NUMBER B0995979, RECORDED AT THE ADAMS COUNTY CLERK & RECORDER'S OFFICE ON APRIL 8, 1991, LESS A NORTHWEST PARKWAY HIGHWAY AUTHORITY PARCEL TK-2&6, 2.98 ACRES RECORDED AT THE CITY & COUNTY OF BROOMFIELD CLERK & RECORDER'S OFFICE AT RECEPTION NUMBER 2002014895 ON OCTOBER 8, 2002.

BROOMFIELD OPEN LANDS (NORDSTROM) DESCRIPTION:

PARCELS OF LAND LYING IN THE NORTHEAST QUARTER OF SECTION 9, 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:

PARCELS OF LAND DESCRIBED IN THE FOLLOWING FOUR (4) RECEPTION NUMBERS HAVE BEEN RECORDED AT THE ADAMS COUNTY CLERK & RECORDER'S OFFICE, STATE OF COLORADO:

1. PARCEL 1N RECORDED IN RECEPTION NUMBER C0887098 ON NOVEMBER 14, 2001;
2. PARCEL 2N RECORDED IN RECEPTION NUMBER C0887099 ON NOVEMBER 14, 2001;
3. PARCEL 3N RECORDED IN RECEPTION NUMBER C0887100 ON NOVEMBER 14, 2001;
4. PARCEL RECORDED IN RECEPTION NUMBER C0887516 ON NOVEMBER 15, 2001;

ALSO PARCELS OF LAND DESCRIBED IN THE FOLLOWING THREE (3) RECEPTION NUMBERS HAVE BEEN RECORDED AT THE CITY & COUNTY OF BROOMFIELD CLERK & RECORDER'S OFFICE, STATE OF COLORADO:

1. PARCEL 5N RECORDED IN RECEPTION NUMBER 2003001015 ON JANUARY 15, 2003;
2. PARCEL 6N RECORDED IN RECEPTION NUMBER 2006006670 ON MAY 25, 2006;
3. PARCEL RECORDED IN RECEPTION NUMBER 2006003552 ON MARCH 27, 2006, NORTHWEST PARKWAY HIGHWAY AUTHORITY PARCEL TK 3-2 LT, ALSO KNOWN AS RE-3 LT.

SHERIDAN PARKWAY RIGHT-OF-WAY DESCRIPTION:

A PARCEL OF LAND LYING IN A THE WEST HALF OF SECTION 4, THE SOUTHEAST QUARTER OF SECTION 5, THE NORTHEAST QUARTER OF SECTION 8, AND THE WEST HALF OF SECTION 8, 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:

A PARCEL OF LAND DESCRIBED AS SHERIDAN PARKWAY LYING SOUTH OF W. 168TH AVENUE TO THE NORTHERN RIGHT-OF-WAY LINE OF THE NORTHWEST PARKWAY ALONG WITH SHERIDAN PARKWAY LYING SOUTH OF THE SOUTHERN LINE OF THE NORTHWEST PARKWAY TO THE EASTERN LINE OF LOWELL BOULEVARD AS DEDICATED BY PREBLE CREEK FILING NUMBER 1, RECORDED AT THE CITY & COUNTY OF BROOMFIELD CLERK & RECORDER'S OFFICE AT RECEPTION NUMBER 2004005783 ON APRIL 23, 2004.

ALSO INCLUDING:

A PARCEL OF LAND LYING IN A THE NORTHEAST QUARTER OF SECTION 8, 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 WEST QUARTER CORNER OF SAID SECTION 4; WHENCE THE CENTER QUARTER CORNER OF SAID SECTION 4 BEARS N89°41'04"E (BASIS OF BEARING, ASSUMED) A DISTANCE OF 2607.23 FEET; THENCE S09°40'13"W A DISTANCE OF 2966.72 FEET TO A POINT ON THE EASTERLY LINE OF SHERIDAN PARKWAY AS DEDICATED BY PREBLE CREEK FILING NUMBER 1, RECORDED AT THE CITY & COUNTY OF BROOMFIELD CLERK & RECORDER'S OFFICE AT RECEPTION NUMBER 2004005783 ON APRIL 23, 2004, AND THE NORTHERN LINE OF THE NORTHWEST PARKWAY, BEING THE POINT OF BEGINNING:

THENCE S11°00'00"W A DISTANCE OF 1011.91 FEET TO A POINT ON THE SOUTHERN LINE OF NORTHWEST PARKWAY AND THE EASTERN LINE OF SHERIDAN PARKWAY; THENCE S89°59'48"W A DISTANCE OF 87.82 FEET TO A POINT; THENCE N89°19'27"W A DISTANCE OF 68.91 FEET TO A POINT ON THE WESTERN LINE OF SHERIDAN PARKWAY AND THE SOUTHERN LINE OF NORTHWEST PARKWAY; THENCE N11°00'00"E A DISTANCE OF 987.02 FEET TO A POINT ON THE NORTHERN LINE OF THE NORTHWEST PARKWAY AND WESTERN LINE OF SHERIDAN PARKWAY; THENCE N81°40'36"E A DISTANCE OF 163.19 FEET TO THE POINT OF BEGINNING.

ALSO INCLUDING:

A PARCEL OF LAND BEING OUTLOT 10 AND OUTLOT 11, PREBLE CREEK FILING NUMBER 1, RECORDED AT THE CITY & COUNTY OF BROOMFIELD CLERK & RECORDER'S OFFICE AT RECEPTION NUMBER 2004005783 ON APRIL 23, 2004 LESS 1.02 ACRES OF OUTLOT 1, ANTHEM FILING NUMBER 5, RECORDED AT THE CITY & COUNTY OF BROOMFIELD CLERK & RECORDER'S OFFICE AT RECEPTION NUMBER 2006006606 ON MAY 25, 2006.

PREBLE CREEK PARKWAY RIGHT-OF-WAY DESCRIPTION:

A PARCEL OF LAND LYING IN A THE WEST HALF OF SECTION 4 AND THE EAST HALF OF SECTION 5, 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 WEST QUARTER CORNER OF SAID SECTION 4; WHENCE THE CENTER QUARTER CORNER OF SAID SECTION 4 BEARS N89°41'04"E (BASIS OF BEARING, ASSUMED) A DISTANCE OF 2607.23 FEET; THENCE S36°19'40"E A DISTANCE OF 688.28 FEET TO A POINT ON THE NORTHERLY LINE OF PREBLE CREEK PARKWAY AS DEDICATED BY PREBLE CREEK FILING NUMBER 1, RECORDED AT THE CITY & COUNTY OF BROOMFIELD CLERK & RECORDER'S OFFICE AT RECEPTION NUMBER 2004005783 ON APRIL 23, 2004, BEING THE POINT OF BEGINNING:

THENCE IN A EASTERLY DIRECTION WITH A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 30.00 FEET, HAVING A CHORD BEARING OF S86°28'13"E AND A CHORD DISTANCE OF 42.43 FEET MORE OR LESS, HAVING A INTERIOR ANGLE OF 90°00'00" AND AN ARC LENGTH OF 47.12 FEET TO A POINT ON THE WESTERLY

RIGHT-OF-WAY LINE OF SHERIDAN PARKWAY; THENCE S48°30'30"W A DISTANCE OF 182.78 FEET MORE OR LESS, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SHERIDAN PARKWAY TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF PREBLE CREEK PARKWAY; THENCE CONTINUING ALONG THE SOUTHERLY RIGHT-OF-WAY OF PREBLE CREEK PARKWAY IN A NORTHERLY DIRECTION WITH A NON TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 30.00 FEET, HAVING A CHORD BEARING OF N03°19'17"E AND A CHORD DISTANCE OF 42.27 FEET MORE OR LESS, HAVING A INTERIOR ANGLE OF 89°35'01" AND AN ARC LENGTH OF 46.91 FEET TO A POINT; THENCE CONTINUING ALONG THE SOUTHERLY RIGHT-OF-WAY OF PREBLE CREEK PARKWAY N41°28'13"W A DISTANCE OF 291.53 FEET MORE OR LESS TO A POINT; THENCE CONTINUING ALONG THE SOUTHERLY RIGHT-OF-WAY OF PREBLE CREEK PARKWAY IN A WESTERLY DIRECTION WITH A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 838.50 FEET, HAVING A CHORD BEARING OF N75°04'03"W AND A CHORD DISTANCE OF 927.97 FEET MORE OR LESS, HAVING A INTERIOR ANGLE OF 67°11'39" AND AN ARC LENGTH OF 983.36 FEET TO A POINT; THENCE N36°42'44"W A DISTANCE OF 128.50 FEET MORE OR LESS, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF PREBLE CREEK PARKWAY; THENCE CONTINUING ALONG THE NORTHERLY RIGHT-OF-WAY OF PREBLE CREEK PARKWAY IN A EASTERLY DIRECTION WITH A NON TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 961.50 FEET, HAVING A CHORD BEARING OF S76°15'14"E AND A CHORD DISTANCE OF 1097.03 FEET, HAVING A INTERIOR ANGLE OF 69°34'02" AND AN ARC LENGTH OF 1167.43 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY RIGHT-OF-WAY OF PREBLE CREEK PARKWAY S41°28'13"E A DISTANCE OF 291.46 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

W 160TH AVENUE WEST OF SHERIDAN PARKWAY RIGHT-OF-WAY DESCRIPTION:

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 5 AND THE NORTHWEST QUARTER OF SECTION 5, 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 WEST QUARTER CORNER OF SAID SECTION 4; WHENCE THE CENTER QUARTER CORNER OF SAID SECTION 4 BEARS N89°41'04"E (BASIS OF BEARING, ASSUMED) A DISTANCE OF 2607.23 FEET; THENCE S12°54'51"W A DISTANCE OF 2549.32 FEET TO A POINT ON THE WESTERLY LINE OF SHERIDAN PARKWAY AS DEDICATED BY PREBLE CREEK FILING NUMBER 1, RECORDED AT THE CITY & COUNTY OF BROOMFIELD CLERK & RECORDER'S OFFICE AT RECEPTION NUMBER 2004005783 ON APRIL 23, 2004, BEING THE POINT OF BEGINNING:

THENCE S11°00'00"W A DISTANCE OF 199.98 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SHERIDAN PARKWAY TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST 160TH AVENUE AS DEDICATED BY ANTHEM FILING NUMBER 18, RECORDED AT THE CITY & COUNTY OF BROOMFIELD CLERK & RECORDER'S OFFICE AT RECEPTION NUMBER 2009013576 ON OCTOBER, 2009; THENCE CONTINUING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST 160TH AVENUE IN A NORTHWESTERLY DIRECTION WITH A NON TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 30.00 FEET, HAVING A CHORD BEARING OF N39°43'56"W AND A CHORD DISTANCE OF 46.45 FEET, HAVING A INTERIOR ANGLE OF 101°27'52" AND AN ARC LENGTH OF 53.13 FEET TO A POINT; THENCE CONTINUING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST 160TH AVENUE, S89°32'08"W A DISTANCE OF 416.16 FEET TO A POINT; THENCE CONTINUING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST 160TH AVENUE IN A WESTERLY DIRECTION WITH A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 2432.00 FEET, HAVING A CHORD BEARING OF S74°31'33"W AND A CHORD DISTANCE OF 1259.69 FEET, HAVING A INTERIOR ANGLE OF 30°01'09" AND AN ARC LENGTH OF 1274.21 FEET TO A POINT; THENCE N02°54'41"E A DISTANCE OF 161.05 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WEST 160TH AVENUE; THENCE IN A EASTERLY DIRECTION WITH A NON TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 2568.00 FEET, HAVING A CHORD BEARING OF N75°30'54"E AND A CHORD DISTANCE OF 1244.29 FEET, HAVING A INTERIOR ANGLE OF 28°02'27" AND AN ARC LENGTH OF 1256.80 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF WEST 160TH AVENUE TO A POINT; THENCE CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF WEST 160TH AVENUE, N89°32'08"E A DISTANCE OF 455.91 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 160TH AVENUE IN A NORTHEASTERLY DIRECTION WITH A NON TANGENT CURVE TURNING TO THE LEFT WITH A

RADIUS OF 30.00 FEET, HAVING A CHORD BEARING OF N50°16'04"E AND A CHORD DISTANCE OF 37.98 FEET, HAVING A INTERIOR ANGLE OF 78°32'08" AND AN ARC LENGTH OF 41.12 FEET TO THE POINT OF BEGINNING.

W. 160TH AVENUE, ZUNI STREET, AND HURON STREET DESCRIPTION:

PARCELS OF LAND LYING IN THE NORTHEAST QUARTER OF SECTION 8, THE NORTH HALF OF SECTION 9, THE NORTHWEST QUARTER OF SECTION 10, THE SOUTHWEST QUARTER OF SECTION 3, THE SOUTH HALF OF SECTION 4, AND THE SOUTHEAST QUARTER OF SECTION 5, 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:

ZUNI STREET RIGHT-OF-WAY:

A PARCEL OF LAND DESCRIBED AS ZUNI STREET (60 FOOT RIGHT-OF-WAY) LYING SOUTH OF WEST 160TH AVENUE SOUTHERN RIGHT-OF-WAY LINE TO THE NORTHERN RIGHT-OF-WAY LINE OF NORTHWEST PARKWAY.

HURON STREET RIGHT-OF-WAY:

A PARCEL OF LAND DESCRIBED AS HURON STREET (60 FOOT RIGHT-OF-WAY) LYING SOUTH OF WEST 160TH AVENUE SOUTHERN RIGHT-OF-WAY LINE TO THE NORTHERN RIGHT-OF-WAY LINE OF NORTHWEST PARKWAY.

WEST 160TH AVENUE RIGHT-OF-WAY:

A PARCEL OF LAND DESCRIBED AS WEST 160TH AVENUE (60 FOOT RIGHT-OF-WAY) LYING WEST OF THE EASTERN SECTION LINE OF SECTION 4 AND SECTION 9 TO THE WESTERN SECTION LINE OF SECTION 4 AND SECTION 9.

AND

A PARCEL OF LAND DESCRIBED AS WEST 160TH AVENUE (80 FOOT RIGHT-OF-WAY) LYING WEST OF THE WESTERN SECTION LINE OF SECTION 4 AND SECTION 9, TO THE EASTERN RIGHT-OF-WAY LINE OF SHERIDAN PARKWAY AS DEDICATED BY PREBLE CREEK FILING NO. 1, RECORDED AT THE CITY & COUNTY OF BROOMFIELD CLERK & RECORDER'S OFFICE AT RECEPTION NO. 2004005783 ON APRIL 23, 2004.

NORTHWEST PARKWAY LAND EAST OF HURON DESCRIPTION:

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 10, 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:

A PARCEL OF LAND DESCRIBED IN RECEPTION NUMBER 2006003552 ON MARCH 27, 2006, NORTHWEST PARKWAY HIGHWAY AUTHORITY PARCEL TK 1E, ALSO KNOWN AS RE-1E, RECORDED AT THE CITY & COUNTY OF BROOMFIELD CLERK & RECORDER'S OFFICE.

CONTAINING 50,302,176 SQUARE FEET, 1,155 ACRES, MORE OR LESS.

RESOLUTION NO. 2009-176

A RESOLUTION APPROVING THE EIGHTEENTH AMENDMENT TO THE 2005 COMPREHENSIVE PLAN OF THE CITY AND COUNTY OF BROOMFIELD TO REFERENCE THE URBAN RENEWAL PLAN FOR THE NORTH PARK URBAN RENEWAL AREA

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

Section 1. Pursuant to section 17-58-030, B.M.C., the 2005 Comprehensive Plan of the City and County of Broomfield is hereby amended to reference the Urban Renewal Plan for the North Park Urban Renewal Area and by replacing the Urban Renewal Plan (Map 6) on page 24, with the amended map attached hereto as Exhibit 1 to add the North Park Urban Renewal Area.

Section 2. This resolution is effective upon its approval by the City Council.

APPROVED on October 27, 2009.

THE CITY AND COUNTY OF BROOMFIELD,
COLORADO

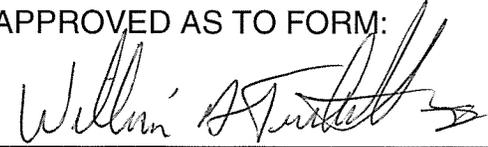


Mayor

Lucia Kegereis

City & County Clerk, Deputy

APPROVED AS TO FORM:



City & County Attorney

CITY AND COUNTY OF BROOMFIELD 2005 COMPREHENSIVE PLAN URBAN RENEWAL MAP

Integrating sub area plans:

- I-25
- U.S. 36
- 96th Street/Northwest Parkway
- Broomfield Interchange
- W. 120th Avenue Gateway Corridor



LEGEND

- IGA BOUNDARY LINE
- == MAJOR ROADWAYS
- CITY/COUNTY LIMIT
- ROADS
- RR RR
- SHERDAN PARKWAY
- VILLAGE RESIDENTIAL AREA
- + CEMETERY
- 35 SECTION NUMBERS
- * CITY CENTER DISTRICT

LAND USE DESIGNATION:

- OPEN LANDS
- TOWN CENTER
- REGIONAL COMMERCIAL
- COMMUNITY COMMERCIAL
- NEIGHBORHOOD CENTER
- COMMERCIAL/RETAIL
- BUSINESS COMMERCIAL
- MIXED USE COMMERCIAL
- MIXED USE
- TRANSIT ORIENTED DEVELOPMENT
- EMPLOYMENT: MIXED USE COMMERCIAL
- EMPLOYMENT: TRANSITIONAL RESIDENTIAL
- EMPLOYMENT
- NEIGHBORHOOD RESIDENTIAL
- RURAL RESIDENTIAL
- RURAL RESIDENTIAL/CONSERVATION EASEMENT
- PUBLIC/COMMUNITY FACILITY
- SCHOOL
- MIXED USE COMMERCIAL/RESIDENTIAL
- AGRICULTURE/CONSERVATION EASEMENT
- TRANSITIONAL RESIDENTIAL

This map is for illustrative purposes only and is not intended for parcel specific decision-making.

The City and County of Broomfield has made every effort to ensure the accuracy of this data. The City and County of Broomfield assumes no liability associated with the use or misuse of this information.

0 0.3 0.6 1.2 Miles

1" = 2700'



RESOLUTION NO. 2009-175

A RESOLUTION MAKING CERTAIN LEGISLATIVE FINDINGS AND APPROVING THE URBAN RENEWAL PLAN FOR THE NORTH PARK URBAN RENEWAL AREA

WHEREAS, The Broomfield Urban Renewal Authority (the “Authority”) has retained Clarion Associates (the “Consultants”) to conduct studies and surveys of an area including the area described in the Plan (the “Area” or “Urban Renewal Area”) to determine if the Area contains factors included in the definition of “blighted area” in the Colorado Urban Renewal Law Sections 31-25-101, *et seq.*, C.R.S., (the “Act”); and

WHEREAS, the Consultants prepared and submitted to the Authority a document entitled (the “North Park Conditions Study”) dated October 8, 2009, which Study is incorporated herein by this reference, and which describes in detail the conditions in the Area; and

WHEREAS, the Authority has prepared and approved the Urban Renewal Plan for the North Park Urban Renewal Area (the “Plan”), a copy of which has been approved as to form by the City and County Attorney and is attached hereto and incorporated herein; and

WHEREAS, the aforesaid Plan is a matter of public record in the custody of the City and County Clerk and is available for public inspection during business hours of the City and County; and

WHEREAS, notice of the public hearing on the Plan was published as required by Section 31-25-107(3), C.R.S., at least thirty days prior to the public hearing; and

WHEREAS, written notice was mailed or delivered to each property owner, business, and resident of the area included in the Plan informing them of the public hearing at least thirty days prior to the public hearing; and

WHEREAS, the Land Use Review Commission has determined that the Plan conforms with the 2005 Comprehensive Plan of the City and County of Broomfield, as amended (the “Comprehensive Plan”), which is the general plan for the development of the City and County as a whole; and

WHEREAS, the owner of the privately-owned property comprising the Area described in the Plan has consented to the inclusion of such property in the Area; and

WHEREAS, on October 27, 2009, the City Council conducted a public hearing and reviewed said Plan pursuant to the procedural and notice requirements of the Act, and the City Council having considered the evidence presented in support of and in opposition to the Plan, the Study, the Comprehensive Plan, and staff recommendations and so having considered the legislative record and given appropriate weight to the evidence.

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

Section 1. The Urban Renewal Area described in the Plan is found and declared to be a blighted area as defined in the Act. This is a legislative finding by the City Council based upon the Study and other evidence presented to City Council. The following conditions are found to exist in the Urban Renewal Area:

- Slum, deteriorated, or deteriorating structures;
- Predominance of defective or inadequate street layout;
- Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- Unsanitary or unsafe conditions;
- Deterioration of site or other improvements;
- Unusual topography or inadequate public improvements or utilities.

Section 2. The boundaries of the Urban Renewal Area have been drawn as narrowly as the City Council determines feasible to accomplish the planning and development objectives of the Plan.

Section 3. School District No. 12 has been permitted to participate in an advisory capacity with respect to the inclusion in the Plan of the tax allocation provisions authorized by Section 31-25-107(9) of the Act, and the Authority will consult further with such school district as part of the financial planning for the activities and undertakings of the Authority pursuant to the Plan.

Section 4. It is not expected that any relocation of individuals and families will be required in connection with the Plan, but to the extent that any such relocation may be required, a feasible method exists for the relocation of individuals and families in decent, safe, and sanitary dwelling accommodations within their means and without undue hardship to such individuals and families.

Section 5. It is not expected that any relocation of business concerns will be required in connection with the Plan, but to the extent that any such relocation may be required, a feasible method exists for the relocation of such business concerns in the Urban Renewal Area or in other areas that are not generally less desirable with respect to public utilities and public and commercial facilities.

Section 6. The City Council has taken reasonable efforts to provide written notice of the public hearing prescribed by Section 31-25-107(3) of the Act to all property owners, residents and owners of business concerns in the proposed Urban Renewal Area at their last known

addresses at least thirty days prior to the public hearing on the Plan. The owner of the privately-owned real property included in the Plan has consented to its inclusion in the Urban Renewal Area.

Section 7. Section 31-25-107(4)(d) of the Act does not apply because no more than 120 days have passed since the commencement of the only public hearing on the Plan.

Section 8. Section 31-25-107(4)(e) of the Act does not apply because the City Council did not fail to previously approve this Plan.

Section 9. The Plan conforms with the 2005 Comprehensive Plan of the City and County of Broomfield, which is the general plan for the development of the City and County as a whole.

Section 10. The Plan will afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of the Urban Renewal Area described in the Plan by private enterprise.

Section 11. All of the Urban Renewal Area is within the corporate limits of the City and County. Construction of public improvements and provision of services in the Urban Renewal Area will be the primary responsibility of the City and County, the Authority, and private enterprise.

Section 12. To the extent that the Urban Renewal Area described in the Plan may constitute open land within the meaning of Section 31-25-107(5) of the Act, it is found and determined that a shortage of housing of sound standards and design that is decent, safe, and sanitary exists in the City and County; the need for housing accommodations has been or will be increased as a result of the clearance of substandard and dilapidated housing in the City and County; the conditions of blight in the Urban Renewal Area described in the Plan and the shortage of decent, safe, and sanitary housing cause or contribute to an increase in and spread of disease and crime and constitute a menace to the public health, safety, morals, or welfare; and, if necessary to carry out the Plan, the acquisition of any part of the area for residential uses (to the extent authorized in the Plan) will be undertaken only if it becomes an integral part of and essential to the program of the City and County, although no such acquisition is contemplated.

Section 13. To the extent that the Urban Renewal Area described in the Plan may constitute open land within the meaning of Section 31-25-107(6) of the Act, it is found and determined that the nonresidential uses under the Plan are necessary and appropriate to facilitate the proper growth and development of the community in accordance with sound planning standards and local community objectives and, if necessary to carry out the Plan, the acquisition of any part of the area (to the extent authorized in the Plan) may require the exercise of governmental action, as provided in and subject to the requirements of the Act, because of being a blighted area, although no such acquisition is contemplated in the Area.

Section 14. The Urban Renewal Plan for the North Park Urban Renewal Area has been duly reviewed and considered and is hereby approved. The Authority is hereby authorized to

take any and all actions pursuant to the Act to carry out the Plan.

APPROVED ON OCTOBER 27, 2009.

THE CITY AND COUNTY OF
BROOMFIELD COLORADO

ATTEST:

By: _____

Mayor

Jocia Kegerreis

City and County Clerk, Deputy



APPROVED AS TO FORM;

William A. Smith

City and County Attorney