

SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT, made between Six Ninety Nine Properties, LLC, hereinafter called the "Subdivider," and El Paso County by and through the Board of County Commissioners of El Paso County, Colorado, hereinafter called the "County," shall become effective the date of approval of the Final Plat by the Board of County Commissioners.

WITNESSETH:

WHEREAS, the Subdivider, as a condition of approval of the final plat of Paint Brush Hills Filing 13 subdivision wishes to enter into a Subdivision Improvements Agreement, as provided for by Section 30-28-137 (C.R.S.), Chapter 5 of the El Paso County Engineering Criteria Manual and Chapter 8 of the El Paso County Land Development Code incorporated herein; and

WHEREAS, pursuant to the same authority, the Subdivider is obligated to provide security or collateral sufficient in the judgment of the Board of County Commissioners to make reasonable provision for completion of certain public improvements set forth on "Exhibits A, Through S ": attached hereto and incorporated herein; and

WHEREAS, the Subdivider wishes to provide collateral to guarantee performance of this Agreement including construction of the above-referenced improvements by means of a plat restriction on the plat and the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the following mutual covenants and agreements, the Subdivider and the County agree as follows:

- I. The Subdivider agrees to construct and install, at his sole expense, all of those improvements as set forth on "Exhibits A, through S," attached hereto. To secure and guarantee performance of its obligations as set forth herein, the Subdivider agrees to provide surety to remain in effect at all times until the improvements are completed and accepted in accordance with Chapter 5 of the ECM. Security and collateral shall be initially posted in the form of a plat restriction appearing on the face of the plat which reads as follows:

"No lots in any phase of the Subdivision shall be sold, conveyed or transferred, whether by deed or contract, nor shall building permits be issued until and unless the required improvements for that phase of the Subdivision have been constructed and completed in accordance with the approved construction plans and preliminary acceptance is received from the County."

The Subdivider further agrees to either construct road improvements or pay fees pursuant to the Falcon Small Area Traffic Study, Draainage and park fees, in the amounts shown in Exhibits A through S attached hereto. The fees associated with Phase 1, as shown in Exhibit A, shall be paid at the time of final plat recordation or notice to proceed. The road improvements and/or fees associated with Phases 2 through 18, as shown in Exhibits B through R and map exhibit S, shall be securitized and constructed or paid in the same manner as provided herein for the other required improvements for that Phase.

If Subdivider chooses to construct the subdivision in phases, the ECM Administrator may require an increase in the amount of surety for an individual phase prior to notice to proceed for that phase, to take into account any increase in cost due to inflation.

2. Subdivider is responsible for providing any renewals of collateral to ensure that there is never a lapse in surety coverage. Subdivider shall procure renewal/extension/replacement collateral at least fifteen (15) days prior to the expiration of the original or renewal/extension/replacement collateral then in effect. Failure to procure renewal/extension/replacement collateral within this time limit shall be a default under this Agreement and shall allow the County to execute on the collateral. In addition, if Subdivider allows surety to lapse at any time, no lots in the subdivision may be sold, conveyed or transferred, whether by Deed or Contract, after the expiration date of such surety until the improvements identified on Exhibits A, Through S" have been completed and final acceptance is received from the County. If replacement collateral is used for renewal, approval by Board of County Commissioners is required., other than that identified herein is used for renewal.
3. No lots in the subdivision or, if constructed in phases, in any phase thereof, shall be sold, conveyed or transferred, whether by Deed or by Contract, nor shall building permits be issued until and unless the required improvements for the subdivision or the the particular phase thereof have been constructed and completed in accordance with the approved construction plans and preliminary acceptance is received from the County. In the alternative, lots within the subdivision or, if constructed in phases, in any phase thereof, may be sold, conveyed or transferred, and / or have building permits issued upon receipt of collateral acceptable to the County, pursuant to this Agreement, which is sufficient to guarantee construction of the improvements, identified by phase if applicable, in the attached Exhibits:

Exhibit A- Phase 1- (17 lots)- lots 254- 270.

Exhibit B- Phase 2- (21 lots)- lots 98-118 .

Exhibit C- Phase 3- (32 lots)- lots 119-142, 181-186,252,253.

Exhibit D- Phase 4- (33 lots)-lots 143-149, 174-177, 178-180,187-201, 248-251.

Exhibit E- Phase 5- (34 lots)- lots 202-217, 231-247, 554.

Exhibit F- Phase 6- (37 lots)- lots 150-173, 218-230.

Exhibit G- Phase 7- (38 lots)- lots 1-5, 30-31, 67-97.

Exhibit H- Phase 8- (30 lots)- lots 6-12, 44-66.

Exhibit I- Phase 9- (29 lots)- lots 13-29,32-43.

Exhibit J- Phase 10- (35 lots)- lots 289-293, 307-313, 350-372.

Exhibit K- Phase 11- (32 lots)- lots 271-277, 325-349.

Exhibit L- Phase 12- (22 lots)- lots 278-288, 314-324.

Exhibit M- Phase 13- (13 lots)- lots 294-306

Exhibit N-Phase 14- (42 lots)- lots 373-378,424-433,461-463, 491-492, 527, 533-553.

Exhibit O-Phase 15- (43 lots)- lots 379-396, 508-526, 528-532, 538.

Exhibit P-Phase 16- (26 lots)-lots 412-423, 434-447.

Exhibit Q-Phase 17- (32 lots)-lots 408-411, 448-460, 464-478.

Exhibit R-Phase 18- (38 lots)-lots 397-407, 479-490, 493-507.

Exhibit S-Map

Notwithstanding the foregoing, nothing herein shall preclude the Subdivider from selling, conveying or transferring Phases 1, through 18, in bulk or phases, subject to the terms and conditions contained on the Plat and in this Subdivision Improvements Agreement.

4. The Subdivider agrees that all of those certain public improvements to be completed as identified on Exhibits A, through S, shall be constructed in compliance with the following:

- a. All laws, resolutions and regulations of the United States, State of Colorado, El Paso County and its various agencies, affected special districts and/or servicing authorities.
 - b. Such other designs, drawings, maps, specifications, sketches and other matter submitted to and approved by any of the above-stated governmental entities.
5. All improvements shall be completed by the Subdivider, meeting all applicable standards for preliminary acceptance, within 24 (twenty four) months from the date of notice to proceed in the Construction Permit for the Subdivision, or Phase of the Subdivision. If the Subdivider determines that the completion date needs to be extended, the Subdivider shall submit a written request for a change in the completion date to the ECM Administrator at least 90 days in advance of the required completion date. The request shall include the reasons for the requested change in completion date, the proposed new completion date, and prove collateral is in place to cover the extension time requested. The completion date for the Subdivision or Subdivision Phase may be extended one time, for a period no longer than 6 months at the discretion of the ECM Administrator. Any additional requests for extension of the completion date will be scheduled for hearing by the Board of County Commissioners. The ECM Administrator or the Board of County Commissioners may require an adjustment in the amount of surety to take into account any increase in cost due to the delay including inflation.
6. It is mutually agreed pursuant to the provisions of Section 30-28-137 (3) C.R.S. that the County or any purchaser of any lot, lots, tract or tracts of land subject to a plat restriction which is the security portion of a Subdivision Improvements Agreement shall have the authority to bring an action in any District Court to compel the enforcement of any Subdivision Improvements Agreement on the sale, conveyance, or transfer of any such lot, lots, tract or tracts of land or of any other provision of this article. Such authority shall include the right to compel rescission of any sale, conveyance, or transfer of any lot, lots, tract or tracts of land contrary to the provisions of any such restrictions set forth on the plat or in any separate recorded instrument, but any such action shall be commenced prior to the issuance of a building permit by the County where so required or otherwise prior to commencement of construction on any such lot, lots, tract or tracts of land.
7. It is further mutually agreed that, pursuant to the provisions of Section 30-28-137 (2) C.R.S., and Chapter 5 of the County's Engineering Criteria Manual, as improvements are completed, the Subdivider may apply to the Board of County Commissioners for a release of part or all of the collateral deposited with said Board. Upon inspection and approval, the Board shall release said collateral. The County agrees to respond to an inspection request no later than 30 days from receipt of the request. If the Board determines that any of such improvements are not constructed in substantial compliance with specifications it shall furnish the Subdivider a list of specific deficiencies and shall be entitled to withhold collateral sufficient to ensure such substantial compliance. If the Board of County Commissioners determines that the Subdivider will not construct any or all of the improvements in accordance with all of the specifications, the Board of County Commissioners may withdraw and employ from the deposit of collateral such funds as may be necessary to construct the improvements in accordance with the specifications.
8. The Subdivider agrees, and both parties acknowledge that the construction of the improvements identified and guaranteed through this Subdivision Improvements Agreement shall follow the inspection, collateral, and acceptance process that is identified in Chapter 5 of the County's Engineering Criteria Manual. This is to include among other things, a Preliminary Acceptance process, replacement of performance collateral with appropriate Warranty collateral at that time, and a 2 year warranty period prior to final acceptance. Where any inconsistency exists between

9. The Subdivider(s) agrees to provide the County with a title insurance commitment at time of final platting evidencing that fee simple title of all lands in the subdivision is vested with the subdivider(s).
10. The County agrees to approval of the final plat of Pant Brush Hills Filing 13 Subdivision subject to the terms and conditions of this Agreement.
11. Parties hereto mutually agree that this Agreement may be amended from time to time provided that such amendment be in writing and signed by all parties hereto.
12. This Agreement shall take effect on the day and year below written.

**BOARD OF COUNTY COMMISSIONERS OF
EL PASO COUNTY, COLORADO**

Notary Public

SURETY ESTIMATE FORM

PRELIMINARY

SUBDIVIDER OR DEVELOPER

Six Ninety-nine Properties, LLC

SUBDIVISION NAME

Paint Brush Hills Filing No. 13 - Phase 1
(17 Lots - Lot #s 254-270)

SEP 18 2008

EXHIBIT A

ITEM	UNITS	PER UNIT	TOTAL	COMPLETED
SECTION 1 - GRADING AND EROSION BMP'S				

Earthwork *	1 LS	\$ 40,000.00 EA	\$ 40,000.00	
Straw Bales	15 EA	\$ 25.00 EA	\$ 375.00	
Silt Fence Fabric	1,000 L.F.	\$ 2.00 L.F.	\$ 2,000.00	
Vehicle Tracking Control	1 EA	\$ 500.00 EA	\$ 500.00	
Inlet Protection	5 EA	\$ 50.00 EA	\$ 250.00	

* Items subject to defect warranty surety

Section 1 Subtotal	\$ 43,125.00
Contingency (25%)	\$ 10,781.25
Section 1 Total	\$ 53,906.25

SECTION 2 - PUBLIC IMPROVEMENTS **

ROADWAY IMPROVEMENTS

Asphalt Paving (Assume 4" @ \$5 / S.Y. -in.)	2,000 S.Y.	\$ 20.00 S.Y.	\$ 40,000.00	
Type C (Ramp) C&G	1,500 L.F.	\$ 10.00 L.F.	\$ 15,000.00	
Type A (6" Vertical) C&G	80 L.F.	\$ 10.00 L.F.	\$ 800.00	
25' Curb Returns	2 EA	\$ 1,500.00 EA	\$ 3,000.00	
County Std. Cross-pans	1 EA	\$ 1,800.00 EA	\$ 1,800.00	
Regulatory Signs	1 EA	\$ 200.00 EA	\$ 200.00	
Street Name Signs	1 EA	\$ 300.00 EA	\$ 300.00	

STORM DRAIN IMPROVEMENTS

18" RCP	90 L.F.	\$ 26.00 L.F.	\$ 2,340.00	
24" RCP	320 L.F.	\$ 39.00 L.F.	\$ 12,480.00	
4' Type R Inlet	3 EA	\$ 3,600.00 EA	\$ 10,800.00	
Storm MH	1 EA	\$ 6,000.00 EA	\$ 6,000.00	
24" Bend/Wye	3 EA	\$ 1,000.00 L.F.	\$ 3,000.00	

** All items in this section subject to defect warranty surety

Section 2 Subtotal	\$ 95,720.00
Contingency (25%)	\$ 23,930.00
Section 2 Total	\$ 119,650.00

SECTION 3 - COMMON DEVELOPMENT IMPROVEMENTS (Private of District) ***

ROADWAY IMPROVEMENTS

Pedestrian Ramp (N/A in this Phase)	0 EA	\$ 750.00 EA	\$ -	
Concrete Sidewalk (N/A in this Phase)	0 S.F.	\$ 2.50 S.F.	\$ -	

DISTRICT UTILITIES

8" PVC San. Sew. Main	1,450 L.F.	\$ 17.00 L.F.	\$ 24,650.00	
4' dia. San. Sew. Manholes	6 EA	\$ 2,475.00 EA	\$ 14,850.00	
4" PVC Services	17 EA	\$ 700.00 EA	\$ 11,900.00	
8" PVC Water Main	800 L.F.	\$ 21.00 L.F.	\$ 16,800.00	
8" Valve	2 EA	\$ 925.00 EA	\$ 1,850.00	
12" Tee	1 EA	\$ 600.00 EA	\$ 600.00	
12" Valve	1 EA	\$ 1,700.00 EA	\$ 1,700.00	
Fire Hydrants	2 EA	\$ 3,600.00 EA	\$ 7,200.00	
3/4" Services	17 EA	\$ 700.00 EA	\$ 11,900.00	

ITEM	UNITS	PER UNIT	TOTAL	COMPLETED
24" RCP	195 L.F.	\$ 39.00 L.F.	\$ 7,605.00	
36" RCP	720 L.F.	\$ 65.00 L.F.	\$ 46,800.00	
48" RCP	100 L.F.	\$ 95.00 L.F.	\$ 9,500.00	
Storm MH	2 EA	\$ 6,000.00 EA	\$ 12,000.00	
Rear-yard area drains	2 EA	\$ 800.00 EA	\$ 1,600.00	
24" Bend/Wye	1 EA	\$ 900.00 L.F.	\$ 900.00	
48" Bend/Wye	1 EA	\$ 1,700.00 L.F.	\$ 1,700.00	
Rip-rap at pipe outlets (N/A in this Phase)	0 C.Y.	\$ 38.00 C.Y.	\$ -	

*** Items in this section are NOT subject to defect warranty surety

Section 3 Subtotal	\$	171,555.00
Contingency (25%)	\$	42,888.75
Section 3 Total	\$	214,443.75

SURETY TOTALS

CONSTRUCTION SURETY TOTAL	\$	388,000.00
(Sum of all Section totals)		

DEFECT WARRANTY SURETY TOTAL	\$	27,144.00
(20% of Section 2 subtotal and 20% of identified Grading and Erosion BMP items)		

Classic Consulting Engineers and Surveyors, Inc. cannot and does not guarantee that the construction cost will not vary from these opinions of probable costs. These opinions represent our best judgment as design professionals familiar with the construction industry and the development in particular.

MISCELLANEOUS FEES	\$	20,661.80
(Falcon Small Area Traffic Participation - \$1215.40/lot)		

For and on behalf of Classic Consulting Engineers & Surveyors, LLC

Date

Approved by Petitioner / Representative

Date

Approved by El Paso County, ECM Administrator

Date

SURETY ESTIMATE FORM

SUBDIVIDER OR DEVELOPER

Six Ninety-nine Properties, LLC

SUBDIVISION NAME

Paint Brush Hills Filing No. 13 - Phase 2
(21 Lots - Lot #s 98-118)

EXHIBIT B

ITEM	UNITS	PER UNIT	TOTAL	COMPLETED
SECTION 1 - GRADING AND EROSION BMP'S				

Earthwork *	1 LS	\$ 50,000.00 EA	\$ 50,000.00	
Straw Bales	85 EA	\$ 25.00 EA	\$ 2,125.00	
Silt Fence Fabric	5,300 L.F.	\$ 2.00 L.F.	\$ 10,600.00	
Vehicle Tracking Control	2 EA	\$ 500.00 EA	\$ 1,000.00	
Inlet Protection	8 EA	\$ 50.00 EA	\$ 400.00	

* Items subject to defect warranty surety

Section 1 Subtotal	\$	64,125.00
Contingency (25%)	\$	16,031.25
Section 1 Total	\$	80,156.25

SECTION 2 - PUBLIC IMPROVEMENTS **

ROADWAY IMPROVEMENTS

Asphalt Paving (Assume 4" @ \$5 / S.Y.-in.)	4,665 S.Y.	\$ 20.00 S.Y.	\$ 93,300.00	
Type C (Ramp) C&G	1,440 L.F.	\$ 10.00 L.F.	\$ 14,400.00	
Type A (6" Vertical) C&G	1,750 L.F.	\$ 10.00 L.F.	\$ 17,500.00	
25' Curb Returns	2 EA	\$ 1,500.00 EA	\$ 3,000.00	
County Std. Cross-pans	1 EA	\$ 1,800.00 EA	\$ 1,800.00	
Pedestrian Ramp	6 EA	\$ 750.00 EA	\$ 4,500.00	
(Only at ints. w/ Londonderry and Towner)				
6' Sidewalk along Londonderry and Towner	7,330 S.F.	\$ 2.50 S.F.	\$ 18,325.00	
Regulatory Signs	2 EA	\$ 200.00 EA	\$ 400.00	
Street Name Signs	4 EA	\$ 300.00 EA	\$ 1,200.00	

STORM DRAIN IMPROVEMENTS

24" RCP	30 L.F.	\$ 39.00 L.F.	\$ 1,170.00	
30" RCP	135 L.F.	\$ 48.00 L.F.	\$ 6,480.00	
48" RCP	100 L.F.	\$ 95.00 L.F.	\$ 9,500.00	
4' Type R Inlet	1 EA	\$ 3,600.00 EA	\$ 3,600.00	
6' Type R Inlet	1 EA	\$ 3,900.00 EA	\$ 3,900.00	
30" Bend/Wye	2 EA	\$ 1,200.00 L.F.	\$ 2,400.00	

** All items in this section subject to defect warranty surety

Section 2 Subtotal	\$	181,475.00
Contingency (25%)	\$	45,368.75
Section 2 Total	\$	226,843.75

SECTION 3 - COMMON DEVELOPMENT IMPROVEMENTS (Private of District) ***

ROADWAY IMPROVEMENTS

Pedestrian Ramp (Local Streets only)	6 EA	\$ 750.00 EA	\$ 4,500.00	
Concrete Sidewalk (On-site - 5' attached)	15,350 S.F.	\$ 2.50 S.F.	\$ 38,375.00	

ITEM	UNITS	PER UNIT	TOTAL	COMPLETED
DISTRICT UTILITIES:				
8" PVC San. Sew. Main	1,720 L.F.	\$ 17.00 L.F.	\$ 29,240.00	
4' dia. San. Sew. Manholes	5 EA	\$ 2,475.00 EA	\$ 12,375.00	
4" PVC Services	21 EA	\$ 700.00 EA	\$ 14,700.00	
8" PVC Water Main	1,589 L.F.	\$ 21.00 L.F.	\$ 33,369.00	
8" Tee	1 EA	\$ 300.00 EA	\$ 300.00	
8" Valve	3 EA	\$ 925.00 EA	\$ 2,775.00	
Fire Hydrants	5 EA	\$ 3,600.00 EA	\$ 18,000.00	
3/4" Services	21 EA	\$ 700.00 EA	\$ 14,700.00	
30" RCP	135 L.F.	\$ 48.00 L.F.	\$ 6,480.00	
48" RCP	130 L.F.	\$ 95.00 L.F.	\$ 12,350.00	
30" FES	1 EA	\$ 650.00 L.F.	\$ 650.00	
Drop Structure at dual 48" RCPoufall	1 EA	\$ 18,000.00 L.F.	\$ 18,000.00	
Dual 48" Conc. Headwall	2 EA	\$ 5,000.00 L.F.	\$ 10,000.00	
Rip-rap at pipe outlets	39 C.Y.	\$ 38.00 C.Y.	\$ 1,482.00	
Channel Imps. (Drop Structures)	3 EA	\$ 15,000.00 EA	\$ 45,000.00	

*** Items in this section are NOT subject to defect warranty surety

Section 3 Subtotal	\$ 262,296.00
Contingency (25%)	\$ 65,574.00
Section 3 Total	\$ 327,870.00

SURETY TOTALS

CONSTRUCTION SURETY TOTAL	\$ 634,870.00
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(Sum of all Section totals)

DEFECT WARRANTY SURETY TOTAL	\$ 46,295.00
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(20% of Section 2 subtotal and 20% of identified Grading and Erosion BMP items)

Classic Consulting Engineers and Surveyors, Inc. cannot and does not guarantee that the construction cost will not vary from these opinions of probable costs. These opinions represent our best judgment as design professionals familiar with the construction industry and the development in particular.

MISCELLANEOUS FEES

(Falcon Small Area Traffic Participation - \$1215.40/lot)	\$ 25,523.40
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For and on behalf of Classic Consulting Engineers & Surveyors, LLC

Date

Approved by Petitioner / Representative

Date

Approved by El Paso County, ECM Administrator

Date

SURETY ESTIMATE FORM

SUBDIVIDER OR DEVELOPER

Six Ninety-nine Properties, LLC

SUBDIVISION NAME

Paint Brush Hills Filing No. 13 - Phase 3
(32 Lots - Lot #s 119-142, 181-186, 252, 253)

EXHIBIT C

ITEM	UNITS	PER UNIT	TOTAL	COMPLETED
SECTION 1 - GRADING AND EROSION BMP'S				

(Phases 3-9 graded simultaneously)

Earthwork *	1 LS	\$ 350,000.00 EA	\$ 350,000.00	
Straw Bales	85 EA	\$ 25.00 EA	\$ 2,125.00	
Silt Fence Fabric	5,300 L.F.	\$ 2.00 L.F.	\$ 10,600.00	
Vehicle Tracking Control	2 EA	\$ 500.00 EA	\$ 1,000.00	
Inlet Protection	8 EA	\$ 50.00 EA	\$ 400.00	
Temp. Reseeding (Phases 4-9)	60 AC	\$ 500.00 AC	\$ 30,000.00	

* Items subject to defect warranty surety

Section 1 Subtotal	\$	394,125.00
Contingency (25%)	\$	98,531.25
Section 1 Total	\$	492,656.25

SECTION 2 - PUBLIC IMPROVEMENTS **

ROADWAY IMPROVEMENTS

Asphalt Paving (Assume 4" @ \$5 / S.Y. -in.)	5,690 S.Y.	\$ 20.00 S.Y.	\$ 113,800.00	
Type C (Ramp) C&G	2,215 L.F.	\$ 10.00 L.F.	\$ 22,150.00	
Type A (6" Vertical) C&G	880 L.F.	\$ 10.00 L.F.	\$ 8,800.00	
25' Curb Returns	2 EA	\$ 1,500.00 EA	\$ 3,000.00	
County Std. Cross-pans	2 EA	\$ 1,800.00 EA	\$ 3,600.00	
Pedestrian Ramp	4 EA	\$ 750.00 EA	\$ 3,000.00	
(Only at ints. w/ Londonderry and Towner)				
6' Sidewalk along Londonderry and Towner	8,225 S.F.	\$ 2.50 S.F.	\$ 20,562.50	
Regulatory Signs	4 EA	\$ 200.00 EA	\$ 800.00	
Street Name Signs	8 EA	\$ 300.00 EA	\$ 2,400.00	

STORM DRAIN IMPROVEMENTS

18" RCP	20 L.F.	\$ 26.00 L.F.	\$ 520.00	
24" RCP	630 L.F.	\$ 39.00 L.F.	\$ 24,570.00	
4' Type R Inlet	2 EA	\$ 3,600.00 EA	\$ 7,200.00	
12' Type R Inlet	1 EA	\$ 5,500.00 EA	\$ 5,500.00	
Storm MH	1 EA	\$ 6,000.00 EA	\$ 6,000.00	
18" Bend/Wye	1 EA	\$ 700.00 L.F.	\$ 700.00	
24" Bend/Wye	4 EA	\$ 1,000.00 L.F.	\$ 4,000.00	

** All items in this section subject to defect warranty surety

Section 2 Subtotal	\$	226,602.50
Contingency (25%)	\$	56,650.63
Section 2 Total	\$	283,253.13

SECTION 3 - COMMON DEVELOPMENT IMPROVEMENTS (Private of District) ***

ROADWAY IMPROVEMENTS

Pedestrian Ramp (Local Streets only)	12 EA	\$ 750.00 EA	\$ 9,000.00	
Concrete Sidewalk (On-site - 5' attached)	16,700 S.F.	\$ 2.50 S.F.	\$ 41,750.00	

ITEM	UNITS	PER UNIT	TOTAL	COMPLETED
DISTRICT UTILITIES:				
8" PVC San. Sew. Main	1,500 L.F.	\$ 17.00 L.F.	\$ 25,500.00	
4' dia. San. Sew. Manholes	5 EA	\$ 2,475.00 EA	\$ 12,375.00	
4" PVC Services	32 EA	\$ 700.00 EA	\$ 22,400.00	
8" PVC Water Main	1,700 L.F.	\$ 21.00 L.F.	\$ 35,700.00	
8" Tee	1 EA	\$ 300.00 EA	\$ 300.00	
8" Cross	1 EA	\$ 550.00 EA	\$ 550.00	
8" Valve	7 EA	\$ 925.00 EA	\$ 6,475.00	
Fire Hydrants	4 EA	\$ 3,600.00 EA	\$ 14,400.00	
3/4" Services	32 EA	\$ 700.00 EA	\$ 22,400.00	
24" RCP	35 L.F.	\$ 39.00 L.F.	\$ 1,365.00	
30" RCP	75 L.F.	\$ 48.00 L.F.	\$ 3,600.00	
30" Bend/Wye	1 EA	\$ 1,200.00 L.F.	\$ 1,200.00	
30" FES	1 EA	\$ 650.00 L.F.	\$ 650.00	
Rip-rap at pipe outlets	60 C.Y.	\$ 38.00 C.Y.	\$ 2,280.00	

*** Items in this section are NOT subject to defect warranty surety

Section 3 Subtotal	\$ 199,945.00
Contingency (25%)	\$ 49,986.25
Section 3 Total	\$ 249,931.25

SURETY TOTALS

CONSTRUCTION SURETY TOTAL **\$ 1,025,840.63**

(Sum of all Section totals)

DEFECT WARRANTY SURETY TOTAL **\$ 115,320.50**

(20% of Section 2 subtotal and 20% of identified Grading and Erosion BMP items)

Classic Consulting Engineers and Surveyors, Inc. cannot and does not guarantee that the construction cost will not vary from these opinions of probable costs. These opinions represent our best judgment as design professionals familiar with the construction industry and the development in particular.

MISCELLANEOUS FEES

(Falcon Small Area Traffic Participation - \$1215.40/lot) **\$ 38,892.80**

For and on behalf of Classic Consulting Engineers & Surveyors, LLC

Date

Approved by Petitioner / Representative

Date

Approved by El Paso County, ECM Administrator

Date

SURETY ESTIMATE FORM

SUBDIVIDER OR DEVELOPER

Six Ninety-nine Properties, LLC

SUBDIVISION NAME

Paint Brush Hills Filing No. 13 - Phase 4

(33 Lots - Lot #s 143-149, 174-177, 178-180, 187-201, 248-251)

EXHIBIT D

ITEM	UNITS	PER UNIT	TOTAL	COMPLETED
SECTION 1 - GRADING AND EROSION BMP'S				

(Phases 3-9 graded simultaneously)

Earthwork *	1 LS	\$ 350,000.00 EA	\$ 350,000.00	
Straw Bales	85 EA	\$ 25.00 EA	\$ 2,125.00	
Silt Fence Fabric	5,300 L.F.	\$ 2.00 L.F.	\$ 10,600.00	
Vehicle Tracking Control	2 EA	\$ 500.00 EA	\$ 1,000.00	
Inlet Protection	8 EA	\$ 50.00 EA	\$ 400.00	
Temp. Reseeding (Phases 4-9)	40 AC	\$ 500.00 AC	\$ 20,000.00	

* Items subject to defect warranty surety

Section 1 Subtotal	(Grading/Erosion Control costs included with Phase 3)	\$ -
Contingency (25%)		\$ -
Section 1 Total		\$ -

SECTION 2 - PUBLIC IMPROVEMENTS **

ROADWAY IMPROVEMENTS

Asphalt Paving (Assume 4" @ \$5 / S.Y.-in.)	4,860 S.Y.	\$ 20.00 S.Y.	\$ 97,200.00	
Type C (Ramp) C&G	2,650 L.F.	\$ 10.00 L.F.	\$ 26,500.00	
Type A (6" Vertical) C&G	440 L.F.	\$ 10.00 L.F.	\$ 4,400.00	
County Std. Cross-pans	3 EA	\$ 1,800.00 EA	\$ 5,400.00	
Regulatory Signs	3 EA	\$ 200.00 EA	\$ 600.00	
Street Name Signs	6 EA	\$ 300.00 EA	\$ 1,800.00	

STORM DRAIN IMPROVEMENTS

18" RCP	40 L.F.	\$ 26.00 L.F.	\$ 1,040.00	
24" RCP	25 L.F.	\$ 39.00 L.F.	\$ 975.00	
36" RCP	385 L.F.	\$ 65.00 L.F.	\$ 25,025.00	
42" RCP	115 L.F.	\$ 75.00 L.F.	\$ 8,625.00	
48" RCP	5 L.F.	\$ 95.00 L.F.	\$ 475.00	
6' Type R Inlet	1 EA	\$ 3,900.00 EA	\$ 3,900.00	
12' Type R Inlet	2 EA	\$ 5,500.00 EA	\$ 11,000.00	
Storm MH	3 EA	\$ 6,000.00 EA	\$ 18,000.00	

** All items in this section subject to defect warranty surety

Section 2 Subtotal	\$ 204,940.00
Contingency (25%)	\$ 51,235.00
Section 2 Total	\$ 256,175.00

SECTION 3 - COMMON DEVELOPMENT IMPROVEMENTS (Private of District) ***

ROADWAY IMPROVEMENTS

Pedestrian Ramp (Local Streets only)	12 EA	\$ 750.00 EA	\$ 9,000.00	
Concrete Sidewalk (On-site - 5' attached)	16,900 S.F.	\$ 2.50 S.F.	\$ 42,250.00	

ITEM	UNITS	PER UNIT	TOTAL	COMPLETED
DISTRICT UTILITIES:				
8" PVC San. Sew. Main	1,660 L.F.	\$ 17.00 L.F.	\$ 28,220.00	
4' dia. San. Sew. Manholes	4 EA	\$ 2,475.00 EA	\$ 9,900.00	
4" PVC Services	33 EA	\$ 700.00 EA	\$ 23,100.00	
8" PVC Water Main	1,670 L.F.	\$ 21.00 L.F.	\$ 35,070.00	
8" Tee	3 EA	\$ 300.00 EA	\$ 900.00	
8" Valve	9 EA	\$ 925.00 EA	\$ 8,325.00	
Fire Hydrants	3 EA	\$ 3,600.00 EA	\$ 10,800.00	
3/4" Services	33 EA	\$ 700.00 EA	\$ 23,100.00	
42" RCP	160 L.F.	\$ 75.00 L.F.	\$ 12,000.00	
42" Bend/Wye	2 EA	\$ 1,550.00 L.F.	\$ 3,100.00	
42" FES	1 EA	\$ 1,100.00 L.F.	\$ 1,100.00	
Rip-rap at pipe outlets	208 C.Y.	\$ 38.00 C.Y.	\$ 7,904.00	

*** Items in this section are NOT subject to defect warranty surety

Section 3 Subtotal	\$ 214,769.00
Contingency (25%)	\$ 53,692.25
Section 3 Total	\$ 268,461.25

SURETY TOTALS

CONSTRUCTION SURETY TOTAL	\$ 524,636.25
(Sum of all Section totals)	

DEFECT WARRANTY SURETY TOTAL	\$ 40,988.00
(20% of Section 2 subtotal and 20% of identified Grading and Erosion BMP items)	

Classic Consulting Engineers and Surveyors, Inc. cannot and does not guarantee that the construction cost will not vary from these opinions of probable costs. These opinions represent our best judgment as design professionals familiar with the construction industry and the development in particular.

MISCELLANEOUS FEES	\$ 40,108.20
(Falcon Small Area Traffic Participation - \$1215.40/lot)	

For and on behalf of Classic Consulting Engineers & Surveyors, LLC

Date

Approved by Petitioner / Representative

Date

Approved by El Paso County, ECM Administrator

Date

SURETY ESTIMATE FORM

SUBDIVIDER OR DEVELOPER

Six Ninety-nine Properties, LLC

SUBDIVISION NAME

Paint Brush Hills Filing No. 13 - Phase 5
(34 Lots - Lot #s 202-217, 231-247, 554)

EXHIBIT E

ITEM	UNITS	PER UNIT	TOTAL	COMPLETED
SECTION 1 - GRADING AND EROSION BMP'S				

(Phases 3-9 graded simultaneously)

Earthwork *	1 LS	\$ 350,000.00 EA	\$ 350,000.00	
Straw Bales	85 EA	\$ 25.00 EA	\$ 2,125.00	
Silt Fence Fabric	5,300 L.F.	\$ 2.00 L.F.	\$ 10,600.00	
Vehicle Tracking Control	2 EA	\$ 500.00 EA	\$ 1,000.00	
Inlet Protection	8 EA	\$ 50.00 EA	\$ 400.00	
Temp. Reseeding (Phases 4-9)	40 AC	\$ 500.00 AC	\$ 20,000.00	

* Items subject to defect warranty surety

Section 1 Subtotal	(Grading/Erosion Control costs included with Phase 3)	\$	-
Contingency (25%)		\$	-
Section 1 Total		\$	-

SECTION 2 - PUBLIC IMPROVEMENTS **

ROADWAY IMPROVEMENTS

Asphalt Paving (Assume 4" @ \$5 / S.Y.-in.)	4,740 S.Y.	\$ 20.00 S.Y.	\$ 94,800.00	
Type C (Ramp) C&G	2,300 L.F.	\$ 10.00 L.F.	\$ 23,000.00	
Type A (6" Vertical) C&G	610 L.F.	\$ 10.00 L.F.	\$ 6,100.00	
County Std. Cross-pans	1 EA	\$ 1,800.00 EA	\$ 1,800.00	
Pedestrian Ramp	3 EA	\$ 750.00 EA	\$ 2,250.00	
(Only at ints. w/ Londonderry and Towner)				
6' Sidewalk along Londonderry and Towner	8,940 S.F.	\$ 2.50 S.F.	\$ 22,350.00	
Regulatory Signs	2 EA	\$ 200.00 EA	\$ 400.00	
Street Name Signs	4 EA	\$ 300.00 EA	\$ 1,200.00	

STORM DRAIN IMPROVEMENTS

18" RCP	25 L.F.	\$ 26.00 L.F.	\$ 650.00	
30" RCP	120 L.F.	\$ 48.00 L.F.	\$ 5,760.00	
36" RCP	350 L.F.	\$ 65.00 L.F.	\$ 22,750.00	
4' Type R Inlet	1 EA	\$ 3,600.00 EA	\$ 3,600.00	
12' Type R Inlet	1 EA	\$ 5,500.00 EA	\$ 5,500.00	
18" Bend/Wye	1 EA	\$ 700.00 L.F.	\$ 700.00	
30" Bend/Wye	2 EA	\$ 1,200.00 L.F.	\$ 2,400.00	
36" Bend/Wye	3 EA	\$ 1,400.00 L.F.	\$ 4,200.00	

** All items in this section subject to defect warranty surety

Section 2 Subtotal	\$	197,460.00
Contingency (25%)	\$	49,365.00
Section 2 Total	\$	246,825.00

SECTION 3 - COMMON DEVELOPMENT IMPROVEMENTS (Private of District) ***

ROADWAY IMPROVEMENTS

Pedestrian Ramp (Local Streets only)	8 EA	\$ 750.00 EA	\$ 6,000.00	
Concrete Sidewalk (On-site - 5' attached)	14,700 S.F.	\$ 2.50 S.F.	\$ 36,750.00	

ITEM	UNITS	PER UNIT	TOTAL	COMPLETED
DISTRICT UTILITIES:				
8" PVC San. Sew. Main	1,700 L.F.	\$ 17.00 L.F.	\$ 28,900.00	
4' dia. San. Sew. Manholes	4 EA	\$ 2,475.00 EA	\$ 9,900.00	
4" PVC Services	33 EA	\$ 700.00 EA	\$ 23,100.00	
8" PVC Water Main	1,500 L.F.	\$ 21.00 L.F.	\$ 31,500.00	
8" Cross	1 EA	\$ 550.00 EA	\$ 550.00	
8" Valve	4 EA	\$ 925.00 EA	\$ 3,700.00	
Fire Hydrants	4 EA	\$ 3,600.00 EA	\$ 14,400.00	
3/4" Services	33 EA	\$ 700.00 EA	\$ 23,100.00	
36" RCP	25 L.F.	\$ 65.00 L.F.	\$ 1,625.00	
36" FES	1 EA	\$ 975.00 L.F.	\$ 975.00	
Rip-rap at pipe outlets	20 C.Y.	\$ 38.00 C.Y.	\$ 760.00	

*** Items in this section are NOT subject to defect warranty surety

Section 3 Subtotal	\$	181,260.00
Contingency (25%)	\$	45,315.00
Section 3 Total	\$	226,575.00

SURETY TOTALS

CONSTRUCTION SURETY TOTAL	\$	473,400.00
(Sum of all Section totals)		

DEFECT WARRANTY SURETY TOTAL	\$	39,492.00
(20% of Section 2 subtotal and 20% of identified Grading and Erosion BMP items)		

Classic Consulting Engineers and Surveyors, Inc. cannot and does not guarantee that the construction cost will not vary from these opinions of probable costs. These opinions represent our best judgment as design professionals familiar with the construction industry and the development in particular.

MISCELLANEOUS FEES	\$	41,323.60
(Falcon Small Area Traffic Participation - \$1215.40/lot)		

For and on behalf of Classic Consulting Engineers & Surveyors, LLC

Date

Approved by Petitioner / Representative

Date

Approved by El Paso County, ECM Administrator

Date

SURETY ESTIMATE FORM

SUBDIVIDER OR DEVELOPER

Six Ninety-nine Properties, LLC

SUBDIVISION NAME

Paint Brush Hills Filing No. 13 - Phase 6
(37 Lots - Lot #s 150-173, 218-230)

EXHIBIT F

ITEM	UNITS	PER UNIT	TOTAL	COMPLETED
SECTION 1 - GRADING AND EROSION BMP'S				

(Phases 3-9 graded simultaneously)

Earthwork *	1 LS	\$ 350,000.00 EA	\$ 350,000.00	
Straw Bales	85 EA	\$ 25.00 EA	\$ 2,125.00	
Silt Fence Fabric	5,300 L.F.	\$ 2.00 L.F.	\$ 10,600.00	
Vehicle Tracking Control	2 EA	\$ 500.00 EA	\$ 1,000.00	
Inlet Protection	8 EA	\$ 50.00 EA	\$ 400.00	
Temp. Reseeding (Phases 4-9)	40 AC	\$ 500.00 AC	\$ 20,000.00	

* Items subject to defect warranty surety

Section 1 Subtotal	(Grading/Erosion Control costs included with Phase 3)	\$	-
Contingency (25%)		\$	-
Section 1 Total		\$	-

SECTION 2 - PUBLIC IMPROVEMENTS **

ROADWAY IMPROVEMENTS

Asphalt Paving (Assume 4" @ \$5 / S.Y.-in.)	5,240 S.Y.	\$ 20.00 S.Y.	\$ 104,800.00	
Type C (Ramp) C&G	2,760 L.F.	\$ 10.00 L.F.	\$ 27,600.00	
Type A (6" Vertical) C&G	300 L.F.	\$ 10.00 L.F.	\$ 3,000.00	
25' Curb Returns	2 EA	\$ 1,500.00 EA	\$ 3,000.00	
County Std. Cross-pans	1 EA	\$ 1,800.00 EA	\$ 1,800.00	
Pedestrian Ramp	6 EA	\$ 750.00 EA	\$ 4,500.00	
(Only at ints. w/ Londonderry and Towner)				
6' Sidewalk along Londonderry and Towner	6,080 S.F.	\$ 2.50 S.F.	\$ 15,200.00	
Regulatory Signs	3 EA	\$ 200.00 EA	\$ 600.00	
Street Name Signs	6 EA	\$ 300.00 EA	\$ 1,800.00	

** All items in this section subject to defect warranty surety

Section 2 Subtotal	\$	162,300.00
Contingency (25%)	\$	40,575.00
Section 2 Total	\$	202,875.00

SECTION 3 - COMMON DEVELOPMENT IMPROVEMENTS (Private of District) ***

ROADWAY IMPROVEMENTS

Pedestrian Ramp (Local Streets only)	10 EA	\$ 750.00 EA	\$ 7,500.00	
Concrete Sidewalk (On-site - 5' attached)	15,700 S.F.	\$ 2.50 S.F.	\$ 39,250.00	

ITEM	UNITS	PER UNIT	TOTAL	COMPLETED
DISTRICT UTILITIES:				
8" PVC San. Sew. Main	1,915 L.F.	\$ 17.00 L.F.	\$ 32,555.00	
4' dia. San. Sew. Manholes	8 EA	\$ 2,475.00 EA	\$ 19,800.00	
4" PVC Services	37 EA	\$ 700.00 EA	\$ 25,900.00	
8" PVC Water Main	1,550 L.F.	\$ 21.00 L.F.	\$ 32,550.00	
8" Cross	1 EA	\$ 550.00 EA	\$ 550.00	
8" Valve	4 EA	\$ 925.00 EA	\$ 3,700.00	
Fire Hydrants	5 EA	\$ 3,600.00 EA	\$ 18,000.00	
3/4" Services	37 EA	\$ 700.00 EA	\$ 25,900.00	
Channel Imps. (Drop Structures)	3 EA	\$ 15,000.00 EA	\$ 45,000.00	

*** Items in this section are NOT subject to defect warranty surety

Section 3 Subtotal	\$	250,705.00
Contingency (25%)	\$	62,676.25
Section 3 Total	\$	313,381.25

SURETY TOTALS

CONSTRUCTION SURETY TOTAL	\$	516,256.25
(Sum of all Section totals)		

DEFECT WARRANTY SURETY TOTAL	\$	32,460.00
(20% of Section 2 subtotal and 20% of identified Grading and Erosion BMP items)		

Classic Consulting Engineers and Surveyors, Inc. cannot and does not guarantee that the construction cost will not vary from these opinions of probable costs. These opinions represent our best judgment as design professionals familiar with the construction industry and the development in particular.

MISCELLANEOUS FEES	\$	44,969.80
(Falcon Small Area Traffic Participation - \$1215.40/lot)		

For and on behalf of Classic Consulting Engineers & Surveyors, LLC

Date

Approved by Petitioner / Representative

Date

Approved by El Paso County, ECM Administrator

Date

SURETY ESTIMATE FORM

SUBDIVIDER OR DEVELOPER

Six Ninety-nine Properties, LLC

SUBDIVISION NAME

Paint Brush Hills Filing No. 13 - Phase 7
(38 Lots - Lot #s 1-5, 30-31, 67-97)

EXHIBIT G

ITEM	UNITS	PER UNIT	TOTAL	COMPLETED
SECTION 1 - GRADING AND EROSION BMP'S				

(Phases 3-9 graded simultaneously)

Earthwork *	1 LS	\$ 350,000.00 EA	\$ 350,000.00	
Straw Bales	85 EA	\$ 25.00 EA	\$ 2,125.00	
Silt Fence Fabric	5,300 L.F.	\$ 2.00 L.F.	\$ 10,600.00	
Vehicle Tracking Control	2 EA	\$ 500.00 EA	\$ 1,000.00	
Inlet Protection	8 EA	\$ 50.00 EA	\$ 400.00	
Temp. Reseeding (Phases 4-9)	40 AC	\$ 500.00 AC	\$ 20,000.00	

* Items subject to defect warranty surety

Section 1 Subtotal	(Grading/Erosion Control costs included with Phase 3)	\$	-
Contingency (25%)		\$	-
Section 1 Total		\$	-

SECTION 2 - PUBLIC IMPROVEMENTS **

ROADWAY IMPROVEMENTS

Asphalt Paving (Assume 4" @ \$5 / S.Y.-in.)	8,760 S.Y.	\$ 20.00 S.Y.	\$ 175,200.00	
Type C (Ramp) C&G	3,640 L.F.	\$ 10.00 L.F.	\$ 36,400.00	
Type A (6" Vertical) C&G	1,130 L.F.	\$ 10.00 L.F.	\$ 11,300.00	
25' Curb Returns	4 EA	\$ 1,500.00 EA	\$ 6,000.00	
County Std. Cross-pans	4 EA	\$ 1,800.00 EA	\$ 7,200.00	
Pedestrian Ramp	6 EA	\$ 750.00 EA	\$ 4,500.00	
(Only at intersections w/ Londonderry)				
6' Sidewalk along Londonderry	8,500 S.F.	\$ 2.50 S.F.	\$ 21,250.00	
Regulatory Signs	6 EA	\$ 200.00 EA	\$ 1,200.00	
Street Name Signs	12 EA	\$ 300.00 EA	\$ 3,600.00	

STORM DRAIN IMPROVEMENTS

18" RCP	40 L.F.	\$ 26.00 L.F.	\$ 1,040.00	
24" RCP	35 L.F.	\$ 39.00 L.F.	\$ 1,365.00	
30" RCP	175 L.F.	\$ 48.00 L.F.	\$ 8,400.00	
4' Type R Inlet	1 EA	\$ 3,600.00 EA	\$ 3,600.00	
8' Type R Inlet	1 EA	\$ 4,700.00 EA	\$ 4,700.00	
12' Type R Inlet	2 EA	\$ 5,500.00 EA	\$ 11,000.00	
Storm MH	1 EA	\$ 6,000.00 EA	\$ 6,000.00	
30" Bend/Wye	2 EA	\$ 1,200.00 L.F.	\$ 2,400.00	

** All items in this section subject to defect warranty surety

Section 2 Subtotal	\$	305,155.00
Contingency (25%)	\$	76,288.75
Section 2 Total	\$	381,443.75

SECTION 3 - COMMON DEVELOPMENT IMPROVEMENTS (Private of District) ***

ROADWAY IMPROVEMENTS

Pedestrian Ramp (Local Streets only)	18 EA	\$ 750.00 EA	\$ 13,500.00	
Concrete Sidewalk (On-site - 5' attached)	25,500 S.F.	\$ 2.50 S.F.	\$ 63,750.00	

ITEM	UNITS	PER UNIT	TOTAL	COMPLETED
DISTRICT UTILITIES:				
8" PVC San. Sew. Main	2,230 L.F.	\$ 17.00 L.F.	\$ 37,910.00	
4' dia. San. Sew. Manholes	8 EA	\$ 2,475.00 EA	\$ 19,800.00	
4" PVC Services	38 EA	\$ 700.00 EA	\$ 26,600.00	
8" PVC Water Main	2,520 L.F.	\$ 21.00 L.F.	\$ 52,920.00	
8" Cross	2 EA	\$ 550.00 EA	\$ 1,100.00	
8" Valve	8 EA	\$ 925.00 EA	\$ 7,400.00	
Fire Hydrants	6 EA	\$ 3,600.00 EA	\$ 21,600.00	
3/4" Services	38 EA	\$ 700.00 EA	\$ 26,600.00	
30" RCP	420 L.F.	\$ 48.00 L.F.	\$ 20,160.00	
36" RCP	165 L.F.	\$ 65.00 L.F.	\$ 10,725.00	
36" Bend/Wye	1 EA	\$ 1,400.00 L.F.	\$ 1,400.00	
30" FES	1 EA	\$ 650.00 L.F.	\$ 650.00	
36" FES	1 EA	\$ 975.00 L.F.	\$ 975.00	
Rip-rap at pipe outlets	65 C.Y.	\$ 38.00 C.Y.	\$ 2,470.00	

*** Items in this section are NOT subject to defect warranty surety

Section 3 Subtotal	\$ 307,560.00
Contingency (25%)	\$ 76,890.00
Section 3 Total	\$ 384,450.00

SURETY TOTALS

CONSTRUCTION SURETY TOTAL	\$ 765,893.75
(Sum of all Section totals)	

DEFECT WARRANTY SURETY TOTAL	\$ 61,031.00
(20% of Section 2 subtotal)	

Classic Consulting Engineers and Surveyors, Inc. cannot and does not guarantee that the construction cost will not vary from these opinions of probable costs. These opinions represent our best judgment as design professionals familiar with the construction industry and the development in particular.

MISCELLANEOUS FEES	\$ 46,185.20
(Falcon Small Area Traffic Participation - \$1215.40/lot)	

For and on behalf of Classic Consulting Engineers & Surveyors, LLC

Date

Approved by Petitioner / Representative

Date

Approved by El Paso County, ECM Administrator

Date

SURETY ESTIMATE FORM

SUBDIVIDER OR DEVELOPER

Six Ninety-nine Properties, LLC

SUBDIVISION NAME

Paint Brush Hills Filing No. 13 - Phase 8
(30 Lots - Lot #s 6-12, 44-66)

EXHIBIT H

ITEM	UNITS	PER UNIT	TOTAL	COMPLETED
SECTION 1 - GRADING AND EROSION BMP'S				

(Phases 3-9 graded simultaneously)

Earthwork *	1 LS	\$ 350,000.00 EA	\$ 350,000.00	
Straw Bales	85 EA	\$ 25.00 EA	\$ 2,125.00	
Silt Fence Fabric	5,300 L.F.	\$ 2.00 L.F.	\$ 10,600.00	
Vehicle Tracking Control	2 EA	\$ 500.00 EA	\$ 1,000.00	
Inlet Protection	8 EA	\$ 50.00 EA	\$ 400.00	
Temp. Reseeding (Phases 4-9)	40 AC	\$ 500.00 AC	\$ 20,000.00	

* Items subject to defect warranty surety

Section 1 Subtotal	(Grading/Erosion Control costs included with Phase 3)	\$ -
Contingency (25%)		\$ -
Section 1 Total		\$ -

SECTION 2 - PUBLIC IMPROVEMENTS **

ROADWAY IMPROVEMENTS

Asphalt Paving (Assume 4" @ \$5 / S.Y.-in.)	4,585 S.Y.	\$ 20.00 S.Y.	\$ 91,700.00	
Type C (Ramp) C&G	2,530 L.F.	\$ 10.00 L.F.	\$ 25,300.00	
Type A (6" Vertical) C&G	135 L.F.	\$ 10.00 L.F.	\$ 1,350.00	
County Std. Cross-pans	1 EA	\$ 1,800.00 EA	\$ 1,800.00	
6' Sidewalk along Londonderry	3,450 S.F.	\$ 2.50 S.F.	\$ 8,625.00	
Regulatory Signs	1 EA	\$ 200.00 EA	\$ 200.00	
Street Name Signs	2 EA	\$ 300.00 EA	\$ 600.00	

** All items in this section subject to defect warranty surety

Section 2 Subtotal	\$ 129,575.00
Contingency (25%)	\$ 32,393.75
Section 2 Total	\$ 161,968.75

SECTION 3 - COMMON DEVELOPMENT IMPROVEMENTS (Private of District) ***

ROADWAY IMPROVEMENTS

Pedestrian Ramp (Local Streets only)	6 EA	\$ 750.00 EA	\$ 4,500.00	
Concrete Sidewalk (On-site - 5' attached)	13,150 S.F.	\$ 2.50 S.F.	\$ 32,875.00	

ITEM	UNITS	PER UNIT	TOTAL	COMPLETED
DISTRICT UTILITIES:				
8" PVC San. Sew. Main	1,380 L.F.	\$ 17.00 L.F.	\$ 23,460.00	
4' dia. San. Sew. Manholes	3 EA	\$ 2,475.00 EA	\$ 7,425.00	
4" PVC Services	30 EA	\$ 700.00 EA	\$ 21,000.00	
8" PVC Water Main	1,390 L.F.	\$ 21.00 L.F.	\$ 29,190.00	
8" Tee	1 EA	\$ 300.00 EA	\$ 300.00	
8" Valve	3 EA	\$ 925.00 EA	\$ 2,775.00	
Fire Hydrants	3 EA	\$ 3,600.00 EA	\$ 10,800.00	
3/4" Services	30 EA	\$ 700.00 EA	\$ 21,000.00	

*** Items in this section are NOT subject to defect warranty surety

Section 3 Subtotal	\$	153,325.00
Contingency (25%)	\$	38,331.25
Section 3 Total	\$	191,656.25

SURETY TOTALS

CONSTRUCTION SURETY TOTAL	\$	353,625.00
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(Sum of all Section totals)

DEFECT WARRANTY SURETY TOTAL	\$	25,915.00
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(20% of Section 2 subtotal)

Classic Consulting Engineers and Surveyors, Inc. cannot and does not guarantee that the construction cost will not vary from these opinions of probable costs. These opinions represent our best judgment as design professionals familiar with the construction industry and the development in particular.

MISCELLANEOUS FEES

(Falcon Small Area Traffic Participation - \$1215.40/lot)	\$	36,462.00
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For and on behalf of Classic Consulting Engineers & Surveyors, LLC

Date

Approved by Petitioner / Representative

Date

Approved by El Paso County, ECM Administrator

Date

SURETY ESTIMATE FORM

SUBDIVIDER OR DEVELOPER

Six Ninety-nine Properties, LLC

SUBDIVISION NAME

Paint Brush Hills Filing No. 13 - Phase 9
(29 Lots - Lot #s 13-29, 32-43)

EXHIBIT I

ITEM	UNITS	PER UNIT	TOTAL	COMPLETED
SECTION 1 - GRADING AND EROSION BMP'S				

(Phases 3-9 graded simultaneously)

Earthwork *	1 LS	\$ 350,000.00 EA	\$ 350,000.00	
Straw Bales	85 EA	\$ 25.00 EA	\$ 2,125.00	
Silt Fence Fabric	5,300 L.F.	\$ 2.00 L.F.	\$ 10,600.00	
Vehicle Tracking Control	2 EA	\$ 500.00 EA	\$ 1,000.00	
Inlet Protection	8 EA	\$ 50.00 EA	\$ 400.00	
Temp. Reseeding (Phases 4-9)	40 AC	\$ 500.00 AC	\$ 20,000.00	

* Items subject to defect warranty surety

Section 1 Subtotal	(Grading/Erosion Control costs included with Phase 3)	\$	-
Contingency (25%)		\$	-
Section 1 Total		\$	-

SECTION 2 - PUBLIC IMPROVEMENTS **

ROADWAY IMPROVEMENTS

Asphalt Paving (Assume 4" @ \$5 / S.Y.-in.)	4,590 S.Y.	\$ 20.00 S.Y.	\$ 91,800.00	
Type C (Ramp) C&G	2,270 L.F.	\$ 10.00 L.F.	\$ 22,700.00	
Type A (6" Vertical) C&G	370 L.F.	\$ 10.00 L.F.	\$ 3,700.00	
25' Curb Returns	2 EA	\$ 1,500.00 EA	\$ 3,000.00	
County Std. Cross-pans	1 EA	\$ 1,800.00 EA	\$ 1,800.00	
Pedestrian Ramp	2 EA	\$ 750.00 EA	\$ 1,500.00	
(Only at intersections w/ Londonderry)				
6' Sidewalk along Londonderry	7,980 S.F.	\$ 2.50 S.F.	\$ 19,950.00	
Regulatory Signs	2 EA	\$ 200.00 EA	\$ 400.00	
Street Name Signs	4 EA	\$ 300.00 EA	\$ 1,200.00	

** All items in this section subject to defect warranty surety

Section 2 Subtotal	\$	146,050.00
Contingency (25%)	\$	36,512.50
Section 2 Total	\$	182,562.50

SECTION 3 - COMMON DEVELOPMENT IMPROVEMENTS (Private of District) ***

ROADWAY IMPROVEMENTS

Pedestrian Ramp (Local Streets only)	5 EA	\$ 750.00 EA	\$ 3,750.00	
Concrete Sidewalk (On-site - 5' attached)	13,000 S.F.	\$ 2.50 S.F.	\$ 32,500.00	

ITEM	UNITS	PER UNIT	TOTAL	COMPLETED
DISTRICT UTILITIES:				
8" PVC San. Sew. Main	1,185 L.F.	\$ 17.00 L.F.	\$ 20,145.00	
4' dia. San. Sew. Manholes	3 EA	\$ 2,475.00 EA	\$ 7,425.00	
4" PVC Services	29 EA	\$ 700.00 EA	\$ 20,300.00	
8" PVC Water Main	1,385 L.F.	\$ 21.00 L.F.	\$ 29,085.00	
8" Tee	1 EA	\$ 300.00 EA	\$ 300.00	
8" Valve	3 EA	\$ 925.00 EA	\$ 2,775.00	
Fire Hydrants	3 EA	\$ 3,600.00 EA	\$ 10,800.00	
3/4" Services	29 EA	\$ 700.00 EA	\$ 20,300.00	

*** Items in this section are NOT subject to defect warranty surety

Section 3 Subtotal	\$	147,380.00
Contingency (25%)	\$	36,845.00
Section 3 Total	\$	184,225.00

SURETY TOTALS

CONSTRUCTION SURETY TOTAL	\$	366,787.50
(Sum of all Section totals)		

DEFECT WARRANTY SURETY TOTAL	\$	29,210.00
(20% of Section 2 subtotal)		

Classic Consulting Engineers and Surveyors, Inc. cannot and does not guarantee that the construction cost will not vary from these opinions of probable costs. These opinions represent our best judgment as design professionals familiar with the construction industry and the development in particular.

MISCELLANEOUS FEES	\$	35,246.60
(Falcon Small Area Traffic Participation - \$1215.40/lot)		

For and on behalf of Classic Consulting Engineers & Surveyors, LLC

Date

Approved by Petitioner / Representative

Date

Approved by El Paso County, ECM Administrator

Date

SURETY ESTIMATE FORM

SUBDIVIDER OR DEVELOPER

Six Ninety-nine Properties, LLC

SUBDIVISION NAME

Paint Brush Hills Filing No. 13 - Phase 10
(35 Lots - Lot #s 289-293, 307-313, 350-372)

EXHIBIT J

ITEM	UNITS	PER UNIT	TOTAL	COMPLETED
SECTION 1 - GRADING AND EROSION BMP'S				

(Phases 10-13 graded simultaneously)

Earthwork *	1 LS	\$ 150,000.00 EA	\$ 150,000.00	
Straw Bales	25 EA	\$ 25.00 EA	\$ 625.00	
Silt Fence Fabric	3,500 L.F.	\$ 2.00 L.F.	\$ 7,000.00	
Vehicle Tracking Control	2 EA	\$ 500.00 EA	\$ 1,000.00	
Inlet Protection	7 EA	\$ 50.00 EA	\$ 350.00	
Temp. Reseeding (Phases 11-13)	20 AC	\$ 500.00 AC	\$ 10,000.00	

* Items subject to defect warranty surety

Section 1 Subtotal	\$	168,975.00
Contingency (25%)	\$	42,243.75
Section 1 Total	\$	211,218.75

SECTION 2 - PUBLIC IMPROVEMENTS**

ROADWAY IMPROVEMENTS

Asphalt Paving (Assume 4" @ \$5 / S.Y.-in.)	6,475 S.Y.	\$ 20.00 S.Y.	\$ 129,500.00	
Type C (Ramp) C&G	3,880 L.F.	\$ 10.00 L.F.	\$ 38,800.00	
25' Curb Returns	2 EA	\$ 1,500.00 EA	\$ 3,000.00	
County Std. Cross-pans	3 EA	\$ 1,800.00 EA	\$ 5,400.00	
Pedestrian Ramp	4 EA	\$ 750.00 EA	\$ 3,000.00	
(Only at intersections w/ Londonderry)				
Regulatory Signs	2 EA	\$ 200.00 EA	\$ 400.00	
Street Name Signs	4 EA	\$ 300.00 EA	\$ 1,200.00	

STORM DRAIN IMPROVEMENTS

18" RCP	560 L.F.	\$ 26.00 L.F.	\$ 14,560.00	
30" RCP	145 L.F.	\$ 48.00 L.F.	\$ 6,960.00	
36" RCP	655 L.F.	\$ 65.00 L.F.	\$ 42,575.00	
4' Type R Inlet	2 EA	\$ 3,600.00 EA	\$ 7,200.00	
6' Type R Inlet	1 EA	\$ 3,900.00 EA	\$ 3,900.00	
8' Type R Inlet	1 EA	\$ 4,700.00 EA	\$ 4,700.00	
14' Type R Inlet	1 EA	\$ 6,200.00 EA	\$ 6,200.00	
Storm MH	2 EA	\$ 6,000.00 EA	\$ 12,000.00	
18" Bend/Wye	2 EA	\$ 875.00 L.F.	\$ 1,750.00	
36" Bend/Wye	2 EA	\$ 1,400.00 L.F.	\$ 2,800.00	

** All items in this section subject to defect warranty surety

Section 2 Subtotal	\$	283,945.00
Contingency (25%)	\$	70,986.25
Section 2 Total	\$	354,931.25

SECTION 3 - COMMON DEVELOPMENT IMPROVEMENTS (Private of District) ***

ROADWAY IMPROVEMENTS

Pedestrian Ramp (Local Streets only)	6 EA	\$ 750.00 EA	\$ 4,500.00	
Concrete Sidewalk (On-site - 5' attached)	9,860 S.F.	\$ 2.50 S.F.	\$ 24,650.00	

ITEM	UNITS	PER UNIT	TOTAL	COMPLETED
DISTRICT UTILITIES:				
8" PVC San. Sew. Main	1,890 L.F.	\$ 17.00 L.F.	\$ 32,130.00	
4' dia. San. Sew. Manholes	6 EA	\$ 2,475.00 EA	\$ 14,850.00	
4" PVC Services	35 EA	\$ 700.00 EA	\$ 24,500.00	
8" PVC Water Main	2,210 L.F.	\$ 21.00 L.F.	\$ 46,410.00	
12" PVC Water Main	915 L.F.	\$ 36.50 L.F.	\$ 33,397.50	
8" Tee	3 EA	\$ 300.00 EA	\$ 900.00	
8" Valve	13 EA	\$ 925.00 EA	\$ 12,025.00	
12" Cross	1 EA	\$ 900.00 EA	\$ 900.00	
12" Valve	5 EA	\$ 1,700.00 EA	\$ 8,500.00	
Fire Hydrants	5 EA	\$ 3,600.00 EA	\$ 18,000.00	
3/4" Services	35 EA	\$ 700.00 EA	\$ 24,500.00	
36" RCP	190 L.F.	\$ 65.00 L.F.	\$ 12,350.00	
36" Bend/Wye	1 EA	\$ 1,400.00 L.F.	\$ 1,400.00	
36" FES	1 EA	\$ 975.00 L.F.	\$ 975.00	
Rip-rap at pipe outlets	49 C.Y.	\$ 38.00 C.Y.	\$ 1,862.00	

*** Items in this section are NOT subject to defect warranty surety

Section 3 Subtotal	\$	261,849.50
Contingency (25%)	\$	65,462.38
Section 3 Total	\$	327,311.88

SURETY TOTALS

CONSTRUCTION SURETY TOTAL	\$	893,461.88
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(Sum of all Section totals)

DEFECT WARRANTY SURETY TOTAL	\$	86,789.00
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(20% of Section 2 subtotal and 20% of identified Grading and Erosion BMP items)

Classic Consulting Engineers and Surveyors, Inc. cannot and does not guarantee that the construction cost will not vary from these opinions of probable costs. These opinions represent our best judgment as design professionals familiar with the construction industry and the development in particular.

MISCELLANEOUS FEES

(Falcon Small Area Traffic Participation - \$1215.40/lot)	\$	42,539.00
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For and on behalf of Classic Consulting Engineers & Surveyors, LLC

Date

Approved by Petitioner / Representative

Date

Approved by El Paso County, ECM Administrator

Date

SURETY ESTIMATE FORM

SUBDIVIDER OR DEVELOPER

Six Ninety-nine Properties, LLC

SUBDIVISION NAME

Paint Brush Hills Filing No. 13 - Phase 11
(32 Lots - Lot #s 271-277, 325-349)

EXHIBIT K

ITEM	UNITS	PER UNIT	TOTAL	COMPLETED
SECTION 1 - GRADING AND EROSION BMP'S				

(Phases 10-13 graded simultaneously)

Earthwork *	1 LS	\$ 150,000.00 EA	\$ 150,000.00	
Straw Bales	25 EA	\$ 25.00 EA	\$ 625.00	
Silt Fence Fabric	3,500 L.F.	\$ 2.00 L.F.	\$ 7,000.00	
Vehicle Tracking Control	2 EA	\$ 500.00 EA	\$ 1,000.00	
Inlet Protection	7 EA	\$ 50.00 EA	\$ 350.00	
Temp. Reseeding (Phases 11-13)	20 AC	\$ 500.00 AC	\$ 10,000.00	

* Items subject to defect warranty surety

Section 1 Subtotal	(Grading/Erosion Control costs included with Phase 10)	\$	-
Contingency (25%)		\$	-
Section 1 Total		\$	-

SECTION 2 - PUBLIC IMPROVEMENTS **

ROADWAY IMPROVEMENTS

Asphalt Paving (Assume 4" @ \$5 / S.Y. -in.)	5,600 S.Y.	\$ 20.00 S.Y.	\$ 112,000.00	
Type C (Ramp) C&G	3,360 L.F.	\$ 10.00 L.F.	\$ 33,600.00	
25' Curb Returns	2 EA	\$ 1,500.00 EA	\$ 3,000.00	
County Std. Cross-pans	2 EA	\$ 1,800.00 EA	\$ 3,600.00	
Pedestrian Ramp	1 EA	\$ 750.00 EA	\$ 750.00	
(Only at intersections w/ Londonderry)				
Regulatory Signs	4 EA	\$ 200.00 EA	\$ 800.00	
Street Name Signs	8 EA	\$ 300.00 EA	\$ 2,400.00	

STORM DRAIN IMPROVEMENTS

30" RCP	40 L.F.	\$ 48.00 L.F.	\$ 1,920.00	
36" RCP	420 L.F.	\$ 65.00 L.F.	\$ 27,300.00	
10' Type R Inlet	2 EA	\$ 5,000.00 EA	\$ 10,000.00	
Storm MH	1 EA	\$ 6,000.00 EA	\$ 6,000.00	
36" Bend/Wye	2 EA	\$ 1,400.00 L.F.	\$ 2,800.00	

** All items in this section subject to defect warranty surety

Section 2 Subtotal	\$	204,170.00
Contingency (25%)	\$	51,042.50
Section 2 Total	\$	255,212.50

SECTION 3 - COMMON DEVELOPMENT IMPROVEMENTS (Private of District) ***

ROADWAY IMPROVEMENTS

Pedestrian Ramp (Local Streets only)	4 EA	\$ 750.00 EA	\$ 3,000.00	
Concrete Sidewalk (On-site - 5' attached)	11,810 S.F.	\$ 2.50 S.F.	\$ 29,525.00	

ITEM	UNITS	PER UNIT	TOTAL	COMPLETED
DISTRICT UTILITIES:				
8" PVC San. Sew. Main	1,510 L.F.	\$ 17.00 L.F.	\$ 25,670.00	
4' dia. San. Sew. Manholes	5 EA	\$ 2,475.00 EA	\$ 12,375.00	
4" PVC Services	32 EA	\$ 700.00 EA	\$ 22,400.00	
8" PVC Water Main	1,625 L.F.	\$ 21.00 L.F.	\$ 34,125.00	
8" Cross	1 EA	\$ 550.00 EA	\$ 550.00	
8" Valve	4 EA	\$ 925.00 EA	\$ 3,700.00	
Fire Hydrants	4 EA	\$ 3,600.00 EA	\$ 14,400.00	
3/4" Services	32 EA	\$ 700.00 EA	\$ 22,400.00	

*** Items in this section are NOT subject to defect warranty surety

Section 3 Subtotal	\$	168,145.00
Contingency (25%)	\$	42,036.25
Section 3 Total	\$	210,181.25

SURETY TOTALS

CONSTRUCTION SURETY TOTAL \$ **465,393.75**

(Sum of all Section totals)

DEFECT WARRANTY SURETY TOTAL \$ **40,834.00**

(20% of Section 2 subtotal and 20% of identified Grading and Erosion BMP items)

Classic Consulting Engineers and Surveyors, Inc. cannot and does not guarantee that the construction cost will not vary from these opinions of probable costs. These opinions represent our best judgment as design professionals familiar with the construction industry and the development in particular.

MISCELLANEOUS FEES

(Falcon Small Area Traffic Participation - \$1215.40/lot) \$ **38,892.80**

For and on behalf of Classic Consulting Engineers & Surveyors, LLC

Date

Approved by Petitioner / Representative

Date

Approved by El Paso County, ECM Administrator

Date

SURETY ESTIMATE FORM

SUBDIVIDER OR DEVELOPER

Six Ninety-nine Properties, LLC

SUBDIVISION NAME

Paint Brush Hills Filing No. 13 - Phase 12
(22 Lots - Lot #s 278-288, 314-324)

EXHIBIT L

ITEM	UNITS	PER UNIT	TOTAL	COMPLETED
SECTION 1 - GRADING AND EROSION BMP'S				

(Phases 10-13 graded simultaneously)

Earthwork *	1 LS	\$ 150,000.00 EA	\$ 150,000.00	
Straw Bales	25 EA	\$ 25.00 EA	\$ 625.00	
Silt Fence Fabric	3,500 L.F.	\$ 2.00 L.F.	\$ 7,000.00	
Vehicle Tracking Control	2 EA	\$ 500.00 EA	\$ 1,000.00	
Inlet Protection	7 EA	\$ 50.00 EA	\$ 350.00	
Temp. Reseeding (Phases 11-13)	20 AC	\$ 500.00 AC	\$ 10,000.00	

* Items subject to defect warranty surety

Section 1 Subtotal	(Grading/Erosion Control costs included with Phase 10)	\$	-
Contingency (25%)		\$	-
Section 1 Total		\$	-

SECTION 2 - PUBLIC IMPROVEMENTS **

ROADWAY IMPROVEMENTS

Asphalt Paving (Assume 4" @ \$5 / S.Y.-in.)	2,800 S.Y.	\$ 20.00 S.Y.	\$ 56,000.00	
Type C (Ramp) C&G	1,700 L.F.	\$ 10.00 L.F.	\$ 17,000.00	
Regulatory Signs	1 EA	\$ 200.00 EA	\$ 200.00	
Street Name Signs	2 EA	\$ 300.00 EA	\$ 600.00	

** All items in this section subject to defect warranty surety

Section 2 Subtotal	\$	73,800.00
Contingency (25%)	\$	18,450.00
Section 2 Total	\$	92,250.00

SECTION 3 - COMMON DEVELOPMENT IMPROVEMENTS (Private of District) ***

ROADWAY IMPROVEMENTS

Pedestrian Ramp (Local Streets only)	1 EA	\$ 750.00 EA	\$ 750.00	
Concrete Sidewalk (On-site - 5' attached)	4,200 S.F.	\$ 2.50 S.F.	\$ 10,500.00	

ITEM	UNITS	PER UNIT	TOTAL	COMPLETED
DISTRICT UTILITIES:				
8" PVC San. Sew. Main	840 L.F.	\$ 17.00 L.F.	\$ 14,280.00	
4' dia. San. Sew. Manholes	2 EA	\$ 2,475.00 EA	\$ 4,950.00	
4" PVC Services	22 EA	\$ 700.00 EA	\$ 15,400.00	
8" PVC Water Main	840 L.F.	\$ 21.00 L.F.	\$ 17,640.00	
Fire Hydrants	3 EA	\$ 3,600.00 EA	\$ 10,800.00	
3/4" Services	22 EA	\$ 700.00 EA	\$ 15,400.00	

*** Items in this section are NOT subject to defect warranty surety

Section 3 Subtotal	\$	89,720.00
Contingency (25%)	\$	22,430.00
Section 3 Total	\$	112,150.00

SURETY TOTALS

CONSTRUCTION SURETY TOTAL	\$	204,400.00
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(Sum of all Section totals)

DEFECT WARRANTY SURETY TOTAL	\$	14,760.00
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(20% of Section 2 subtotal and 20% of identified Grading and Erosion BMP items)

Classic Consulting Engineers and Surveyors, Inc. cannot and does not guarantee that the construction cost will not vary from these opinions of probable costs. These opinions represent our best judgment as design professionals familiar with the construction industry and the development in particular.

MISCELLANEOUS FEES

(Falcon Small Area Traffic Participation - \$1215.40/lot)	\$	26,738.80
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For and on behalf of Classic Consulting Engineers & Surveyors, LLC

Date

Approved by Petitioner / Representative

Date

Approved by El Paso County, ECM Administrator

Date

SURETY ESTIMATE FORM

SUBDIVIDER OR DEVELOPER

Six Ninety-nine Properties, LLC

SUBDIVISION NAME

Paint Brush Hills Filing No. 13 - Phase 13
(13 Lots - Lot #s 294-306)

EXHIBIT M

ITEM	UNITS	PER UNIT	TOTAL	COMPLETED
SECTION 1 - GRADING AND EROSION BMP'S				

(Phases 10-13 graded simultaneously)

Earthwork *	1 LS	\$ 150,000.00 EA	\$ 150,000.00	
Straw Bales	25 EA	\$ 25.00 EA	\$ 625.00	
Silt Fence Fabric	3,500 L.F.	\$ 2.00 L.F.	\$ 7,000.00	
Vehicle Tracking Control	2 EA	\$ 500.00 EA	\$ 1,000.00	
Inlet Protection	7 EA	\$ 50.00 EA	\$ 350.00	
Temp. Reseeding (Phases 11-13)	20 AC	\$ 500.00 AC	\$ 10,000.00	

* Items subject to defect warranty surety

Section 1 Subtotal	(Grading/Erosion Control costs included with Phase 10)	\$	-
Contingency (25%)		\$	-
Section 1 Total		\$	-

SECTION 2 - PUBLIC IMPROVEMENTS **

ROADWAY IMPROVEMENTS

Asphalt Paving (Assume 4" @ \$5 / S.Y.-in.)	1,650 S.Y.	\$ 20.00 S.Y.	\$ 33,000.00	
Type C (Ramp) C&G	990 L.F.	\$ 10.00 L.F.	\$ 9,900.00	

** All items in this section subject to defect warranty surety

Section 2 Subtotal	\$	42,900.00
Contingency (25%)	\$	10,725.00
Section 2 Total	\$	53,625.00

SECTION 3 - COMMON DEVELOPMENT IMPROVEMENTS (Private of District) ***

ROADWAY IMPROVEMENTS

Concrete Sidewalk (On-site - 5' attached)	4,950 S.F.	\$ 2.50 S.F.	\$ 12,375.00	
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ITEM	UNITS	PER UNIT	TOTAL	COMPLETED
DISTRICT UTILITIES:				
8" PVC San. Sew. Main	475 L.F.	\$ 17.00 L.F.	\$ 8,075.00	
4' dia. San. Sew. Manholes	2 EA	\$ 2,475.00 EA	\$ 4,950.00	
4" PVC Services	13 EA	\$ 700.00 EA	\$ 9,100.00	
8" PVC Water Main	445 L.F.	\$ 21.00 L.F.	\$ 9,345.00	
Fire Hydrants	2 EA	\$ 3,600.00 EA	\$ 7,200.00	
3/4" Services	13 EA	\$ 700.00 EA	\$ 9,100.00	

*** Items in this section are NOT subject to defect warranty surety

Section 3 Subtotal	\$	60,145.00
Contingency (25%)	\$	15,036.25
Section 3 Total	\$	75,181.25

SURETY TOTALS

CONSTRUCTION SURETY TOTAL	\$	128,806.25
(Sum of all Section totals)		

DEFECT WARRANTY SURETY TOTAL	\$	8,580.00
(20% of Section 2 subtotal and 20% of identified Grading and Erosion BMP items)		

Classic Consulting Engineers and Surveyors, Inc. cannot and does not guarantee that the construction cost will not vary from these opinions of probable costs. These opinions represent our best judgment as design professionals familiar with the construction industry and the development in particular.

MISCELLANEOUS FEES	\$	15,800.20
(Falcon Small Area Traffic Participation - \$1215.40/lot)		

For and on behalf of Classic Consulting Engineers & Surveyors, LLC

Date

Approved by Petitioner / Representative

Date

Approved by El Paso County, ECM Administrator

Date

SURETY ESTIMATE FORM

SUBDIVIDER OR DEVELOPER

Six Ninety-nine Properties, LLC

SUBDIVISION NAME

Paint Brush Hills Filing No. 13 - Phase 14

(42 Lots - Lot #s 373-378, 424-433, 461-463, 491-492, 527, 533-540)

EXHIBIT N

ITEM	UNITS	PER UNIT	TOTAL	COMPLETED
SECTION 1 - GRADING AND EROSION BMP'S				

(Phases 14-18 graded simultaneously)

Earthwork *	1 LS	\$ 350,000.00 EA	\$ 350,000.00	
Straw Bales	60 EA	\$ 25.00 EA	\$ 1,500.00	
Silt Fence Fabric	5,500 L.F.	\$ 2.00 L.F.	\$ 11,000.00	
Vehicle Tracking Control	2 EA	\$ 500.00 EA	\$ 1,000.00	
Inlet Protection	15 EA	\$ 50.00 EA	\$ 750.00	
Temp. Reseeding (Phases 15-18)	30 AC	\$ 500.00 AC	\$ 15,000.00	

* Items subject to defect warranty surety

Section 1 Subtotal	\$	379,250.00
Contingency (25%)	\$	94,812.50
Section 1 Total	\$	474,062.50

SECTION 2 - PUBLIC IMPROVEMENTS **

ROADWAY IMPROVEMENTS

Asphalt Paving (Assume 4" @ \$5 / S.Y.-in.)	10,075 S.Y.	\$ 20.00 S.Y.	\$ 201,500.00	
Type C (Ramp) C&G	6,685 L.F.	\$ 10.00 L.F.	\$ 66,850.00	
25' Curb Returns	2 EA	\$ 1,500.00 EA	\$ 3,000.00	
County Std. Cross-pans	5 EA	\$ 1,800.00 EA	\$ 9,000.00	
Pedestrian Ramp	4 EA	\$ 750.00 EA	\$ 3,000.00	
(Only at intersections w/ Londonderry)				
Regulatory Signs	6 EA	\$ 200.00 EA	\$ 1,200.00	
Street Name Signs	12 EA	\$ 300.00 EA	\$ 3,600.00	

STORM DRAIN IMPROVEMENTS

18" RCP	45 L.F.	\$ 26.00 L.F.	\$ 1,170.00	
24" RCP	10 L.F.	\$ 39.00 L.F.	\$ 390.00	
30" RCP	805 L.F.	\$ 48.00 L.F.	\$ 38,640.00	
42" RCP	110 L.F.	\$ 75.00 L.F.	\$ 8,250.00	
54" RCP	460 L.F.	\$ 107.00 L.F.	\$ 49,220.00	
4' Type R Inlet	2 EA	\$ 3,600.00 EA	\$ 7,200.00	
6' Type R Inlet	1 EA	\$ 3,900.00 EA	\$ 3,900.00	
10' Type R Inlet	1 EA	\$ 5,000.00 EA	\$ 5,000.00	
14' Type R Inlet	3 EA	\$ 6,200.00 EA	\$ 18,600.00	
Storm MH	3 EA	\$ 6,000.00 EA	\$ 18,000.00	
18" Bend/Wye	1 EA	\$ 700.00 L.F.	\$ 700.00	
30" Bend/Wye	3 EA	\$ 1,200.00 L.F.	\$ 3,600.00	
42" Bend/Wye	3 EA	\$ 1,550.00 L.F.	\$ 4,650.00	
54" Bend/Wye	8 EA	\$ 1,900.00 L.F.	\$ 15,200.00	

** All items in this section subject to defect warranty surety

Section 2 Subtotal	\$	462,670.00
Contingency (25%)	\$	115,667.50
Section 2 Total	\$	578,337.50

SECTION 3 - COMMON DEVELOPMENT IMPROVEMENTS (Private of District) ***

ROADWAY IMPROVEMENTS

Pedestrian Ramp (Local Streets only)	4 EA	\$ 750.00 EA	\$ 3,000.00	
Concrete Sidewalk (On-site - 5' attached)	1,105 S.F.	\$ 2.50 S.F.	\$ 2,762.50	

ITEM	UNITS	PER UNIT	TOTAL	COMPLETED
DISTRICT UTILITIES:				
8" PVC San. Sew. Main	3,350 L.F.	\$ 17.00 L.F.	\$ 56,950.00	
4' dia. San. Sew. Manholes	9 EA	\$ 2,475.00 EA	\$ 22,275.00	
4" PVC Services	42 EA	\$ 700.00 EA	\$ 29,400.00	
8" PVC Water Main	3,060 L.F.	\$ 21.00 L.F.	\$ 64,260.00	
12" PVC Water Main	420 L.F.	\$ 36.50 L.F.	\$ 15,330.00	
8" Tee	4 EA	\$ 300.00 EA	\$ 1,200.00	
8" Valve	13 EA	\$ 925.00 EA	\$ 12,025.00	
12" Tee	1 EA	\$ 600.00 EA	\$ 600.00	
12" Valve	2 EA	\$ 1,700.00 EA	\$ 3,400.00	
Fire Hydrants	11 EA	\$ 3,600.00 EA	\$ 39,600.00	
3/4" Services	42 EA	\$ 700.00 EA	\$ 29,400.00	
36" RCP	0 L.F.	\$ 65.00 L.F.	\$ -	
54" RCP	290 L.F.	\$ 107.00 L.F.	\$ 31,030.00	
54" Bend/Wye	1 EA	\$ 1,900.00 L.F.	\$ 1,900.00	
54" FES	1 EA	\$ 1,500.00 L.F.	\$ 1,500.00	
Rip-rap at pipe outlets	200 C.Y.	\$ 38.00 C.Y.	\$ 7,600.00	

*** Items in this section are NOT subject to defect warranty surety

Section 3 Subtotal	\$ 322,232.50
Contingency (25%)	\$ 80,558.13
Section 3 Total	\$ 402,790.63

SURETY TOTALS

CONSTRUCTION SURETY TOTAL **\$ 1,455,190.63**

(Sum of all Section totals)

DEFECT WARRANTY SURETY TOTAL **\$ 162,534.00**

(20% of Section 2 subtotal and 20% of identified Grading and Erosion BMP items)

Classic Consulting Engineers and Surveyors, Inc. cannot and does not guarantee that the construction cost will not vary from these opinions of probable costs. These opinions represent our best judgment as design professionals familiar with the construction industry and the development in particular.

MISCELLANEOUS FEES

(Falcon Small Area Traffic Participation - \$1215.40/lot) **\$ 51,046.80**

For and on behalf of Classic Consulting Engineers & Surveyors, LLC

Date

Approved by Petitioner / Representative

Date

Approved by El Paso County, ECM Administrator

Date

SURETY ESTIMATE FORM

SUBDIVIDER OR DEVELOPER

Six Ninety-nine Properties, LLC

SUBDIVISION NAME

Paint Brush Hills Filing No. 13 - Phase 15
(43 Lots - Lot #s 379-396, 508-526, 528-532, 538)

EXHIBIT O

ITEM	UNITS	PER UNIT	TOTAL	COMPLETED
SECTION 1 - GRADING AND EROSION BMP'S				

(Phases 14-18 graded simultaneously)

Earthwork *	1 LS	\$ 350,000.00 EA	\$ 350,000.00	
Straw Bales	60 EA	\$ 25.00 EA	\$ 1,500.00	
Silt Fence Fabric	5,500 L.F.	\$ 2.00 L.F.	\$ 11,000.00	
Vehicle Tracking Control	2 EA	\$ 500.00 EA	\$ 1,000.00	
Inlet Protection	15 EA	\$ 50.00 EA	\$ 750.00	
Temp. Reseeding (Phases 15-18)	30 AC	\$ 500.00 AC	\$ 15,000.00	

* Items subject to defect warranty surety

Section 1 Subtotal	(Grading/Erosion Control costs included with Phase 14)	\$ -
Contingency (25%)		\$ -
Section 1 Total		\$ -

SECTION 2 - PUBLIC IMPROVEMENTS **

ROADWAY IMPROVEMENTS

Asphalt Paving (Assume 4" @ \$5 / S.Y.-in.)	8,970 S.Y.	\$ 20.00 S.Y.	\$ 179,400.00	
Type C (Ramp) C&G	2,770 L.F.	\$ 10.00 L.F.	\$ 27,700.00	
County Std. Cross-pans	3 EA	\$ 1,800.00 EA	\$ 5,400.00	
Regulatory Signs	4 EA	\$ 200.00 EA	\$ 800.00	
Street Name Signs	8 EA	\$ 300.00 EA	\$ 2,400.00	

STORM DRAIN IMPROVEMENTS

24" RCP	35 L.F.	\$ 39.00 L.F.	\$ 1,365.00	
4' Type R Inlet	1 EA	\$ 3,600.00 EA	\$ 3,600.00	
6' Type R Inlet	1 EA	\$ 3,900.00 EA	\$ 3,900.00	

** All items in this section subject to defect warranty surety

Section 2 Subtotal	\$ 224,565.00
Contingency (25%)	\$ 56,141.25
Section 2 Total	\$ 280,706.25

SECTION 3 - COMMON DEVELOPMENT IMPROVEMENTS (Private of District) ***

ROADWAY IMPROVEMENTS

Pedestrian Ramp (Local Streets only)	10 EA	\$ 750.00 EA	\$ 7,500.00	
Concrete Sidewalk (On-site - 5' attached)	4,010 S.F.	\$ 2.50 S.F.	\$ 10,025.00	

ITEM	UNITS	PER UNIT	TOTAL	COMPLETED
DISTRICT UTILITIES:				
8" PVC San. Sew. Main	2,445 L.F.	\$ 17.00 L.F.	\$ 41,565.00	
4' dia. San. Sew. Manholes	8 EA	\$ 2,475.00 EA	\$ 19,800.00	
4" PVC Services	43 EA	\$ 700.00 EA	\$ 30,100.00	
8" PVC Water Main	2,650 L.F.	\$ 21.00 L.F.	\$ 55,650.00	
12" PVC Water Main	900 L.F.	\$ 36.50 L.F.	\$ 32,850.00	
8" Tee	2 EA	\$ 300.00 EA	\$ 600.00	
8" Cross	1 EA	\$ 550.00 EA	\$ 550.00	
8" Valve	10 EA	\$ 925.00 EA	\$ 9,250.00	
12" Tee	2 EA	\$ 600.00 EA	\$ 1,200.00	
12" Valve	4 EA	\$ 1,700.00 EA	\$ 6,800.00	
Fire Hydrants	8 EA	\$ 3,600.00 EA	\$ 28,800.00	
3/4" Services	43 EA	\$ 700.00 EA	\$ 30,100.00	
Booster Station (70 lots)	1 LS	\$ 50,000.00 LS	\$ 50,000.00	
30" RCP	310 L.F.	\$ 48.00 L.F.	\$ 14,880.00	
30" Bend/Wye	2 EA	\$ 1,200.00 L.F.	\$ 2,400.00	
30" FES	1 EA	\$ 700.00 L.F.	\$ 700.00	
Rip-rap at pipe outlets	20 C.Y.	\$ 38.00 C.Y.	\$ 760.00	

*** Items in this section are NOT subject to defect warranty surety

Section 3 Subtotal	\$ 343,530.00
Contingency (25%)	\$ 85,882.50
Section 3 Total	\$ 429,412.50

SURETY TOTALS

CONSTRUCTION SURETY TOTAL	\$ 710,118.75
(Sum of all Section totals)	

DEFECT WARRANTY SURETY TOTAL	\$ 44,913.00
(20% of Section 2 subtotal and 20% of identified Grading and Erosion BMP items)	

Classic Consulting Engineers and Surveyors, Inc. cannot and does not guarantee that the construction cost will not vary from these opinions of probable costs. These opinions represent our best judgment as design professionals familiar with the construction industry and the development in particular.

MISCELLANEOUS FEES	
(Falcon Small Area Traffic Participation - \$1215.40/lot)	\$ 52,262.20

For and on behalf of Classic Consulting Engineers & Surveyors, LLC

Date

Approved by Petitioner / Representative

Date

Approved by El Paso County, ECM Administrator

Date

SURETY ESTIMATE FORM

SUBDIVIDER OR DEVELOPER

Six Ninety-nine Properties, LLC

SUBDIVISION NAME

Paint Brush Hills Filing No. 13 - Phase 16
(26 Lots - Lot #s 412-423, 434-447)

EXHIBIT P

ITEM	UNITS	PER UNIT	TOTAL	COMPLETED
SECTION 1 - GRADING AND EROSION BMP'S				

(Phases 14-18 graded simultaneously)

Earthwork *	1 LS	\$ 350,000.00 EA	\$ 350,000.00	
Straw Bales	60 EA	\$ 25.00 EA	\$ 1,500.00	
Silt Fence Fabric	5,500 L.F.	\$ 2.00 L.F.	\$ 11,000.00	
Vehicle Tracking Control	2 EA	\$ 500.00 EA	\$ 1,000.00	
Inlet Protection	15 EA	\$ 50.00 EA	\$ 750.00	
Temp. Reseeding (Phases 15-18)	30 AC	\$ 500.00 AC	\$ 15,000.00	

* Items subject to defect warranty surety

Section 1 Subtotal	(Grading/Erosion Control costs included with Phase 14)	\$	-
Contingency (25%)		\$	-
Section 1 Total		\$	-

SECTION 2 - PUBLIC IMPROVEMENTS **

ROADWAY IMPROVEMENTS

Asphalt Paving (Assume 4" @ \$5 / S.Y.-in.)	6,400 S.Y.	\$ 20.00 S.Y.	\$ 128,000.00	
Type C (Ramp) C&G	3,670 L.F.	\$ 10.00 L.F.	\$ 36,700.00	
County Std. Cross-pans	1 EA	\$ 1,800.00 EA	\$ 1,800.00	
Pedestrian Ramp	4 EA	\$ 750.00 EA	\$ 3,000.00	
(Only at intersections w/ Londonderry)				
Regulatory Signs	1 EA	\$ 200.00 EA	\$ 200.00	
Street Name Signs	2 EA	\$ 300.00 EA	\$ 600.00	

** All items in this section subject to defect warranty surety

Section 2 Subtotal	\$	170,300.00
Contingency (25%)	\$	42,575.00
Section 2 Total	\$	212,875.00

SECTION 3 - COMMON DEVELOPMENT IMPROVEMENTS (Private of District) ***

ITEM	UNITS	PER UNIT	TOTAL	COMPLETED
DISTRICT UTILITIES:				
8" PVC San. Sew. Main	1,580 L.F.	\$ 17.00 L.F.	\$ 26,860.00	
4' dia. San. Sew. Manholes	5 EA	\$ 2,475.00 EA	\$ 12,375.00	
4" PVC Services	26 EA	\$ 700.00 EA	\$ 18,200.00	
8" PVC Water Main	1,820 L.F.	\$ 21.00 L.F.	\$ 38,220.00	
8" Tee	1 EA	\$ 300.00 EA	\$ 300.00	
8" Valve	4 EA	\$ 925.00 EA	\$ 3,700.00	
Fire Hydrants	5 EA	\$ 3,600.00 EA	\$ 18,000.00	
3/4" Services	26 EA	\$ 700.00 EA	\$ 18,200.00	

*** Items in this section are NOT subject to defect warranty surety

Section 3 Subtotal	\$	135,855.00
Contingency (25%)	\$	33,963.75
Section 3 Total	\$	169,818.75

SURETY TOTALS

CONSTRUCTION SURETY TOTAL \$ **382,693.75**
(Sum of all Section totals)

DEFECT WARRANTY SURETY TOTAL \$ **34,060.00**
(20% of Section 2 subtotal and 20% of identified Grading and Erosion BMP items)

Classic Consulting Engineers and Surveyors, Inc. cannot and does not guarantee that the construction cost will not vary from these opinions of probable costs. These opinions represent our best judgment as design professionals familiar with the construction industry and the development in particular.

MISCELLANEOUS FEES \$ **31,600.40**
(Falcon Small Area Traffic Participation - \$1215.40/lot)

For and on behalf of Classic Consulting Engineers & Surveyors, LLC

Date

Approved by Petitioner / Representative

Date

Approved by El Paso County, ECM Administrator

Date

SURETY ESTIMATE FORM

SUBDIVIDER OR DEVELOPER

Six Ninety-nine Properties, LLC

SUBDIVISION NAME

Paint Brush Hills Filing No. 13 - Phase 17
(32 Lots - Lot #s 408-411, 448-460, 464-478)

EXHIBIT Q

ITEM	UNITS	PER UNIT	TOTAL	COMPLETED
SECTION 1 - GRADING AND EROSION BMP'S				

(Phases 14-18 graded simultaneously)

Earthwork *	1 LS	\$ 350,000.00 EA	\$ 350,000.00	
Straw Bales	60 EA	\$ 25.00 EA	\$ 1,500.00	
Silt Fence Fabric	5,500 L.F.	\$ 2.00 L.F.	\$ 11,000.00	
Vehicle Tracking Control	2 EA	\$ 500.00 EA	\$ 1,000.00	
Inlet Protection	15 EA	\$ 50.00 EA	\$ 750.00	
Temp. Reseeding (Phases 15-18)	30 AC	\$ 500.00 AC	\$ 15,000.00	

* Items subject to defect warranty surety

Section 1 Subtotal	(Grading/Erosion Control costs included with Phase 14)	\$	-
Contingency (25%)		\$	-
Section 1 Total		\$	-

SECTION 2 - PUBLIC IMPROVEMENTS **

ROADWAY IMPROVEMENTS

Asphalt Paving (Assume 4" @ \$5 / S.Y.-in.)	7,000 S.Y.	\$ 20.00 S.Y.	\$ 140,000.00	
Type C (Ramp) C&G	4,170 L.F.	\$ 10.00 L.F.	\$ 41,700.00	
County Std. Cross-pans	1 EA	\$ 1,800.00 EA	\$ 1,800.00	
Regulatory Signs	1 EA	\$ 200.00 EA	\$ 200.00	
Street Name Signs	2 EA	\$ 300.00 EA	\$ 600.00	

STORM DRAIN IMPROVEMENTS

18" RCP	5 L.F.	\$ 26.00 L.F.	\$ 130.00	
30" RCP	40 L.F.	\$ 48.00 L.F.	\$ 1,920.00	
42" RCP	1,860 L.F.	\$ 75.00 L.F.	\$ 139,500.00	
4' Type R Inlet	1 EA	\$ 3,600.00 EA	\$ 3,600.00	
20' Type R Inlet	1 EA	\$ 7,100.00 EA	\$ 7,100.00	
Storm MH	3 EA	\$ 6,000.00 EA	\$ 18,000.00	
42" Bend/Wye	3 EA	\$ 1,550.00 L.F.	\$ 4,650.00	

** All items in this section subject to defect warranty surety

Section 2 Subtotal	\$	359,200.00
Contingency (25%)	\$	89,800.00
Section 2 Total	\$	449,000.00

SECTION 3 - COMMON DEVELOPMENT IMPROVEMENTS (Private of District) ***

ITEM	UNITS	PER UNIT	TOTAL	COMPLETED
DISTRICT UTILITIES:				
8" PVC San. Sew. Main	2,030 L.F.	\$ 17.00 L.F.	\$ 34,510.00	
4' dia. San. Sew. Manholes	7 EA	\$ 2,475.00 EA	\$ 17,325.00	
4" PVC Services	32 EA	\$ 700.00 EA	\$ 22,400.00	
8" PVC Water Main	2,150 L.F.	\$ 21.00 L.F.	\$ 45,150.00	
8" Tee	1 EA	\$ 300.00 EA	\$ 300.00	
8" Valve	4 EA	\$ 925.00 EA	\$ 3,700.00	
Fire Hydrants	6 EA	\$ 3,600.00 EA	\$ 21,600.00	
3/4" Services	32 EA	\$ 700.00 EA	\$ 22,400.00	

*** Items in this section are NOT subject to defect warranty surety

Section 3 Subtotal	\$ 167,385.00
Contingency (25%)	\$ 41,846.25
Section 3 Total	\$ 209,231.25

SURETY TOTALS

CONSTRUCTION SURETY TOTAL **\$ 658,231.25**

(Sum of all Section totals)

DEFECT WARRANTY SURETY TOTAL **\$ 71,840.00**

(20% of Section 2 subtotal and 20% of identified Grading and Erosion BMP items)

Classic Consulting Engineers and Surveyors, Inc. cannot and does not guarantee that the construction cost will not vary from these opinions of probable costs. These opinions represent our best judgment as design professionals familiar with the construction industry and the development in particular.

MISCELLANEOUS FEES

(Falcon Small Area Traffic Participation - \$1215.40/lot) **\$ 38,892.80**

For and on behalf of Classic Consulting Engineers & Surveyors, LLC

Date

Approved by Petitioner / Representative

Date

Approved by El Paso County, ECM Administrator

Date

SURETY ESTIMATE FORM

SUBDIVIDER OR DEVELOPER

Six Ninety-nine Properties, LLC

SUBDIVISION NAME

Paint Brush Hills Filing No. 13 - Phase 18
(38 Lots - Lot #s 397-407, 479-490, 493-507)

EXHIBIT R

ITEM	UNITS	PER UNIT	TOTAL	COMPLETED
SECTION 1 - GRADING AND EROSION BMP'S				

(Phases 14-18 graded simultaneously)

Earthwork *	1 LS	\$ 350,000.00 EA	\$ 350,000.00	
Straw Bales	60 EA	\$ 25.00 EA	\$ 1,500.00	
Silt Fence Fabric	5,500 L.F.	\$ 2.00 L.F.	\$ 11,000.00	
Vehicle Tracking Control	2 EA	\$ 500.00 EA	\$ 1,000.00	
Inlet Protection	15 EA	\$ 50.00 EA	\$ 750.00	
Temp. Reseeding (Phases 15-18)	30 AC	\$ 500.00 AC	\$ 15,000.00	

* Items subject to defect warranty surety

Section 1 Subtotal	(Grading/Erosion Control costs included with Phase 14)	\$	-
Contingency (25%)		\$	-
Section 1 Total		\$	-

SECTION 2 - PUBLIC IMPROVEMENTS **

ROADWAY IMPROVEMENTS

Asphalt Paving (Assume 4" @ \$5 / S.Y.-in.)	9,180 S.Y.	\$ 20.00 S.Y.	\$ 183,600.00	
Type C (Ramp) C&G	2,730 L.F.	\$ 10.00 L.F.	\$ 27,300.00	
County Std. Cross-pans	2 EA	\$ 1,800.00 EA	\$ 3,600.00	
Regulatory Signs	3 EA	\$ 200.00 EA	\$ 600.00	
Street Name Signs	6 EA	\$ 300.00 EA	\$ 1,800.00	

STORM DRAIN IMPROVEMENTS

18" RCP	30 L.F.	\$ 26.00 L.F.	\$ 780.00	
24" RCP	20 L.F.	\$ 39.00 L.F.	\$ 780.00	
36" RCP	40 L.F.	\$ 65.00 L.F.	\$ 2,600.00	
42" RCP	160 L.F.	\$ 75.00 L.F.	\$ 12,000.00	
4' Type R Inlet	2 EA	\$ 3,600.00 EA	\$ 7,200.00	
Storm MH	1 EA	\$ 6,000.00 EA	\$ 6,000.00	
36" Bend/Wye	1 EA	\$ 1,200.00 L.F.	\$ 1,200.00	

** All items in this section subject to defect warranty surety

Section 2 Subtotal	\$	247,460.00
Contingency (25%)	\$	61,865.00
Section 2 Total	\$	309,325.00

SECTION 3 - COMMON DEVELOPMENT IMPROVEMENTS (Private of District) ***

ITEM	UNITS	PER UNIT	TOTAL	COMPLETED
DISTRICT UTILITIES:				
8" PVC San. Sew. Main	2,430 L.F.	\$ 17.00 L.F.	\$ 41,310.00	
4' dia. San. Sew. Manholes	8 EA	\$ 2,475.00 EA	\$ 19,800.00	
4" PVC Services	38 EA	\$ 700.00 EA	\$ 26,600.00	
8" PVC Water Main	2,660 L.F.	\$ 21.00 L.F.	\$ 55,860.00	
8" Tee	3 EA	\$ 300.00 EA	\$ 900.00	
8" Valve	8 EA	\$ 925.00 EA	\$ 7,400.00	
Fire Hydrants	8 EA	\$ 3,600.00 EA	\$ 28,800.00	
3/4" Services	38 EA	\$ 700.00 EA	\$ 26,600.00	
36" RCP	320 L.F.	\$ 65.00 L.F.	\$ 20,800.00	
36" Bend/Wye	3 EA	\$ 1,400.00 L.F.	\$ 4,200.00	
36" FES	1 EA	\$ 975.00 L.F.	\$ 975.00	
Rip-rap at pipe outlets	20 C.Y.	\$ 38.00 C.Y.	\$ 760.00	

*** Items in this section are NOT subject to defect warranty surety

Section 3 Subtotal	\$	234,005.00
Contingency (25%)	\$	58,501.25
Section 3 Total	\$	292,506.25

SURETY TOTALS

CONSTRUCTION SURETY TOTAL	\$	601,831.25
(Sum of all Section totals)		

DEFECT WARRANTY SURETY TOTAL	\$	49,492.00
(20% of Section 2 subtotal and 20% of identified Grading and Erosion BMP items)		

Classic Consulting Engineers and Surveyors, Inc. cannot and does not guarantee that the construction cost will not vary from these opinions of probable costs. These opinions represent our best judgment as design professionals familiar with the construction industry and the development in particular.

MISCELLANEOUS FEES	\$	46,185.20
(Falcon Small Area Traffic Participation - \$1215.40/lot)		

For and on behalf of Classic Consulting Engineers & Surveyors, LLC

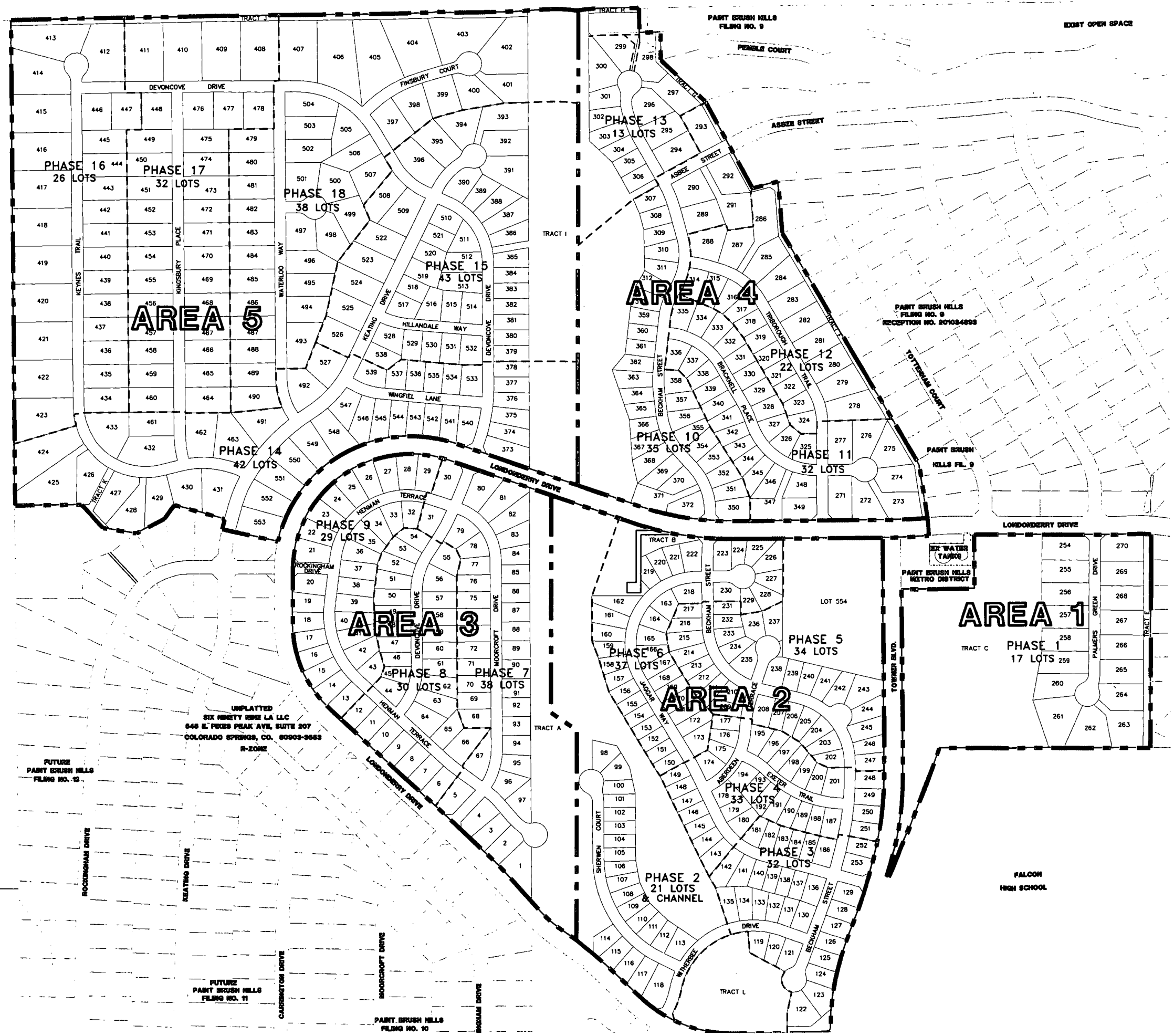
Date

Approved by Petitioner / Representative

Date

Approved by El Paso County, ECM Administrator

Date



PRELIMINARY
SEP 09 2008

SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT, made between Six Ninety Nine Properties, LLC, hereinafter called the "Subdivider," and El Paso County by and through the Board of County Commissioners of El Paso County, Colorado, hereinafter called the "County," shall become effective the date of approval of the Final Plat by the Board of County Commissioners.

WITNESSETH:

WHEREAS, the Subdivider, as a condition of approval of the final plat of Paint Brush Hills Filing 13 subdivision wishes to enter into a Subdivision Improvements Agreement, as provided for by Section 30-28-137 (C.R.S.), Chapter 5 of the El Paso County Engineering Criteria Manual and Chapter 8 of the El Paso County Land Development Code incorporated herein; and

WHEREAS, pursuant to the same authority, the Subdivider is obligated to provide security or collateral sufficient in the judgment of the Board of County Commissioners to make reasonable provision for completion of certain public improvements set forth on "Exhibits A, B, C, D, and E ": attached hereto and incorporated herein; and

WHEREAS, the Subdivider wishes to provide collateral to guarantee performance of this Agreement including construction of the above-referenced improvements by means of a plat restriction on the plat and the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the following mutual covenants and agreements, the Subdivider and the County agree as follows:

- I. The Subdivider agrees to construct and install, at his sole expense, all of those improvements as set forth on "Exhibits A, B, C, D, and E" attached hereto. To secure and guarantee performance of its obligations as set forth herein, the Subdivider agrees to provide surety to remain in effect at all times until the improvements are completed and accepted in accordance with Chapter 5 of the ECM. Security and collateral shall be initially posted in the form of a plat restriction appearing on the face of the plat which reads as follows:

"No lots in any phase of the Subdivision shall be sold, conveyed or transferred, whether by deed or contract, nor shall building permits be issued until and unless the required improvements for that phase of the Subdivision have been constructed and completed in accordance with the approved construction plans and preliminary acceptance is received from the County."

The Subdivider further agrees to either construct road improvements or pay fees pursuant to the Falcon Small Area Traffic Study in the amounts shown in Exhibits A through E attached hereto. The fees associated with Phase 1, as shown in Exhibit A, shall be paid at the time of final plat recordation. The road improvements and/or fees associated with Phases 2 through 5, as shown in Exhibits B through E, shall be securitized and constructed or paid in the same manner as provided herein for the other required improvements for that Phase.

If Subdivider chooses to construct the subdivision in phases, the ECM Administrator may require an increase in the amount of surety for an individual phase prior to notice to proceed for that phase, to take into account any increase in cost due to inflation.

2. Subdivider is responsible for providing any renewals of collateral to ensure that there is never a lapse in surety coverage. Subdivider shall procure renewal/extension/replacement collateral at least fifteen (15) days prior to the expiration of the original or renewal/extension/replacement collateral then in effect. Failure to procure renewal/extension/replacement collateral within this time limit shall be a default under this Agreement and shall allow the County to execute on the collateral. In addition, if Subdivider allows surety to lapse at any time, no lots in the subdivision may be sold, conveyed or transferred, whether by Deed or Contract, after the expiration date of such surety until the improvements identified on Exhibits A, B, C, D and E" have been completed and final acceptance is received from the County. If replacement collateral is used for renewal, approval by Board of County Commissioners is required.
3. No lots in the subdivision or, if constructed in phases, in any phase thereof, shall be sold, conveyed or transferred, whether by Deed or by Contract, nor shall building permits be issued until and unless the required improvements for the subdivision or the the particular phase thereof have been constructed and completed in accordance with the approved construction plans and preliminary acceptance is received from the County. In the alternative, lots within the subdivision or, if constructed in phases, in any phase thereof, may be sold, conveyed or transferred and / or have building permits issued upon receipt of collateral acceptable to the County, pursuant to this Agreement, which is sufficient to guarantee construction of the improvements, identified by phase if applicable, in the attached Exhibits:

Exhibit A- lot numbers 254- 270 (17 lots) Phase 1

Exhibit B-lot numbers 98-253 and 554 (156 lots) Phase 2

Exhibit C-lot numbers 1-97 (97 lots) Phase 3

Exhibit D-lot numbers 271-372 (102 lots) Phase 4

Exhibit E-lot numbers 373-553 (181 lots) phase 5

Notwithstanding the foregoing, nothing herein shall preclude the Subdivider from selling, conveying or transferring Phases 1, 2, 3, 4, or 5 in bulk subject to the terms and conditions contained on the Plat and in this Subdivision Improvements Agreement.

4. The Subdivider agrees that all of those certain public improvements to be completed as identified on Exhibits A, B, C, D, and E, shall be constructed in compliance with the following:
 - a. All laws, resolutions and regulations of the United States, State of Colorado, El Paso County and its various agencies, affected special districts and/or servicing authorities.
 - b. Such other designs, drawings, maps, specifications, sketches and other matter submitted to and approved by any of the above-stated governmental entities.
5. All improvements shall be completed by the Subdivider, meeting all applicable standards for preliminary acceptance, within 24 (twenty four) months from the date of notice to proceed in the Construction Permit for the Subdivision, or Phase of the Subdivision. If the Subdivider determines that the completion date needs to be extended, the Subdivider shall submit a written request for a change in the completion date to the ECM Administrator at least 90 days in advance of the required completion date. The request shall include the reasons for the requested change in completion date, the proposed new completion date, and prove collateral is in place to cover the extension time requested. The completion date for the Subdivision or Subdivision Phase may be extended one time, for a period no longer than 6 months at the discretion of the ECM Administrator. Any additional requests for extension of the completion date will be scheduled for

hearing by the Board of County Commissioners. The ECM Administrator or the Board of County Commissioners may require an adjustment in the amount of surety to take into account any increase in cost due to the delay including inflation.

6. It is mutually agreed pursuant to the provisions of Section 30-28-137 (3) C.R.S. that the County or any purchaser of any lot, lots, tract or tracts of land subject to a plat restriction which is the security portion of a Subdivision Improvements Agreement shall have the authority to bring an action in any District Court to compel the enforcement of any Subdivision Improvements Agreement on the sale, conveyance, or transfer of any such lot, lots, tract or tracts of land or of any other provision of this article. Such authority shall include the right to compel rescission of any sale, conveyance, or transfer of any lot, lots, tract or tracts of land contrary to the provisions of any such restrictions set forth on the plat or in any separate recorded instrument, but any such action shall be commenced prior to the issuance of a building permit by the County where so required or otherwise prior to commencement of construction on any such lot, lots, tract or tracts of land.
7. It is further mutually agreed that, pursuant to the provisions of Section 30-28-137 (2) C.R.S., and Chapter 5 of the County's Engineering Criteria Manual, as improvements are completed, the Subdivider may apply to the Board of County Commissioners for a release of part or all of the collateral deposited with said Board. Upon inspection and approval, the Board shall release said collateral. The County agrees to respond to an inspection request no later than 30 days from receipt of the request. If the Board determines that any of such improvements are not constructed in substantial compliance with specifications it shall furnish the Subdivider a list of specific deficiencies and shall be entitled to withhold collateral sufficient to ensure such substantial compliance. If the Board of County Commissioners determines that the Subdivider will not construct any or all of the improvements in accordance with all of the specifications, the Board of County Commissioners may withdraw and employ from the deposit of collateral such funds as may be necessary to construct the improvements in accordance with the specifications.
8. The Subdivider agrees, and both parties acknowledge that the construction of the improvements identified and guaranteed through this Subdivision Improvements Agreement shall follow the inspection, collateral, and acceptance process that is identified in Chapter 5 of the County's Engineering Criteria Manual. This is to include among other things, a Preliminary Acceptance process, replacement of performance collateral with appropriate Warranty collateral at that time, and a 2 year warranty period prior to final acceptance. Where any inconsistency exists between Chapter 5 of the Engineering Criteria Manual and the Land Development Code with respect to these inspection, collateral and acceptance processes, the Engineering Criteria Manual is the controlling document.
9. The Subdivider(s) agrees to provide the County with a title insurance commitment at time of final platting evidencing that fee simple title of all lands in the subdivision is vested with the subdivider(s).
10. The County agrees to approval of the final plat of Pant Brush Hills Filing 13 Subdivision subject to the terms and conditions of this Agreement.
11. Parties hereto mutually agree that this Agreement may be amended from time to time provided that such amendment be in writing and signed by all parties hereto.
12. This Agreement shall take effect on the day and year below written.

Notary Public

Estimated Recording fees for PBH Filing 13

Woodmen Rd Fees	\$201,600
Drainage Fees	\$667,346.17
Regional Park Fees	\$195,209
Sub total	\$1,064,156.17
Falcon Small area Phase 1 17x\$1215.40	\$20,661.80
Total	\$1,084,817.97

RECEIVED

MAY 23 2006

SUBDIVISION IMPROVEMENTS AGREEMENT

EPC DEVELOPMENT SERVICES

This AGREEMENT is made on the date written below between HAROLD W. FONG, LLC, PJ ANDERSON, LLC, and SUMMIT TRUST (hereinafter collectively referred to as the "Subdivider") and the BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO (hereinafter referred to as the "County").

WHEREAS, the Subdivider owns all of the land which is subject to the Paint Brush Hills Filing No. 13 final plat (hereinafter referred to as the "Final Plat");

WHEREAS, as a condition of approval of the Final Plat by the County, the Subdivider wishes to enter into a Subdivision Improvements Agreement as provided for by Section 30-28-137 (C.R.S.) and Section 49.4 of the El Paso County Subdivision Regulations;

WHEREAS, pursuant to the same authority the Subdivider is obligated to provide security or collateral sufficient in the judgment of the County to make reasonable provision for completion of those certain public improvements set forth on Exhibits A, B, C and D, which are attached hereto and incorporated herein by this reference; and

WHEREAS, the Subdivider wishes to provide collateral to guarantee performance of this Agreement, including construction of the above-referenced improvements by means of letters of credit and plat restrictions.

NOW, THEREFORE, in consideration of the following mutual covenants and agreements, the Subdivider and the County agree as follows:

1. Construction of Improvements. The Subdivider shall construct and install, at its sole expense, all of those public improvements set forth on Exhibits A, B, C and D. The Final Plat consists of four phases (hereinafter referred to as "Phases 1, 2, 3 and 4"). Exhibits A, B, C and D are the Estimates of Guaranteed Funds for Phases 1, 2, 3 and 4, respectively. Those public improvements shall be constructed in compliance with (a) all laws, resolutions and regulations of the United States, the State of Colorado, El Paso County and their various agencies, affected special districts and/or servicing authorities and (b) the designs, drawings, maps, specifications, sketches and other matters which have been submitted to and approved by any of the above-referenced governmental entities with respect to the Final Plat. The Subdivider will pay the Falcon Small Area Traffic Study fees and the Woodmen Road District fees at the time of recording of the Final Plat.

2. Legal Descriptions. The legal descriptions of the lots in the four Phases of the Final Plat are as follows:

Phase 1 consists of Lots numbered 98 through 270, inclusive, on the Final Plat, and Exhibit A is the Estimate of Guaranteed Funds for Phase 1.

Phase 2 consists of Lots numbered 1 through 97, inclusive, on the Final Plat, and Exhibit B is the Estimate of Guaranteed Funds for Phase 2.

Phase 3 consists of Lots numbered 271 through 372, inclusive, on the Final Plat, and Exhibit C is the Estimate of Guaranteed Funds for Phase 3.

Phase 4 consists of Lots numbered 373 through 553, inclusive, on the Final Plat, and Exhibit D is the Estimate of Guaranteed Funds for Phase 4.

3. Security for Phase 1. To secure and guarantee performance of its obligations as set forth herein for Phase 1 of the improvements which are specified on Exhibit A, the Subdivider shall provide security and collateral to the County in the form of a letter of credit acceptable to the County in the total amount shown on Exhibit A, such letter of credit to be delivered to the County prior to recording of the Final Plat and to extend for a period of at least twelve months after its recording.

Security for Phases 2, 3 and 4. To secure and guarantee performance of its obligations as set forth herein for Phases 2, 3 and 4 of the improvements specified on Exhibits B, C and D, respectively, the Subdivider shall provide security and collateral to the County in the form of plat restrictions on the Final Plat which state that none of the improvements described on Exhibit B, C or D can begin to be constructed until such time as a letter of credit acceptable to the County in the total amount shown on the attached Exhibit for that Phase has been delivered to the County, such letter of credit to extend for a period of at least twelve months after its delivery to the County. In the event that the improvements identified on Exhibit B, C or D for Phases 2, 3 or 4, respectively, are not started within twelve months after the date of the recording of the Final Plat, the total improvement costs shown on the respective Exhibit for that Phase shall be recalculated and resubmitted to the El Paso County Department of Transportation by the Subdivider if requested to do so by the Department of Transportation prior to commencement of construction of that Phase, and the change in amount, if any, shall be reflected in a revised Estimate of Guaranteed funds for that Phase and in the associated security and collateral.

4. Remedies. Pursuant to the provisions of Section 30-28-137 (3) C.R.S. and in addition to any other remedy set forth in the Colorado Revised Statutes, the El Paso County Land Development Code or this Agreement, the County or any purchaser of any lot, lots, tract or tracts of land subject to the security provided for in this Subdivision Improvements Agreement shall have the authority to bring an action in any appropriate District Court to compel the enforcement of any provision of this Agreement and any plat restriction referred to herein, including actions for injunctive relief, rescission of any sale or other transfer of a lot or tract in the Final Plat, and/or damages arising out of the failure to adhere to any such plat restriction or provision of this Agreement; provided, however, that any such action must be commenced prior to the issuance of a building permit by the El Paso County Regional Building Department with respect to the construction of a home or other structure on a lot or tract in the Final Plat. Nothing in this Agreement, the

Colorado Revised Statutes or the EL Paso County Land Development Code shall require the County to bring any action referred to in this paragraph.

5. Releases. Pursuant to the provisions of Section 30-28-137 (2) C.R.S., as improvements are completed the Subdivider may apply to the County for a release of part or all of the collateral deposited with it. Upon inspection and approval, the County shall release said collateral. For the purpose of obtaining releases pursuant to this paragraph, each Phase shall be considered separate and distinct from the other Phases. If the County determines that any such improvements are not constructed in substantial compliance with the plans and specifications, it shall furnish the Subdivider a list of specific deficiencies and shall be entitled to withhold collateral sufficient to ensure substantial compliance. If the County determines that the Subdivider will not construct any or all of the improvements in accordance with the specifications, the County may withdraw and employ from the collateral such funds as may be necessary to construct the improvements in accordance with the specifications.

6. Sale by Subdivider. Nothing herein shall preclude the Subdivider or their assigns from selling, conveying or transferring all or parts of Phases 1, 2, 3 or 4 in bulk at any time so long as all transferees remain subject to the terms and conditions of this Subdivision Improvements Agreement. Where appropriate the term "Subdivider" when used herein shall include any transferee of the Subdivider who is subject to the terms of this Agreement.

7. Title Insurance. The Subdivider shall provide the County with a title insurance commitment at the time of final platting evidencing that fee simple title of all lands in the Final Plat is vested in the Subdivider.

8. Approval. The County's approval of the Final Plat is made in reliance on the terms and conditions of this Agreement.

9. Amendment. This Agreement may be amended from time to time provided that such amendment is in writing and signed by all parties hereto.

IN WITNESS WHEREOF, the parties hereunto set their hands and seal as of the day and year written below.

COUNTY OF EL PASO, STATE OF COLORADO:

Date Final Plat Approved

By: _____
Jim Bensberg, Chairman, Board of
County Commissioners of El Paso County

HAROLD W. FONG, LLC

PJ ANDERSON, LLC

SUMMIT TRUST

STATE OF COLORADO)) ss:
COUNTY OF EL PASO)

My commission expires: _____

Notary Public

RECEIVED

MAY 23 2006

SECTION 53.3 Estimate of Guaranteed Funds

EXHIBIT A

DEVELOPER

Six Ninety-Nine Properties, LLC

EPC DEVELOPMENT SERVICES

SUBDIVISION NAME

Paint Brush Hills Filing No. 13 - Phase 1

ITEM	UNITS	PER UNIT	TOTAL	COMPLETED
EROSION CONTROL: (Phases 1 & 2 graded simultaneously)				
Straw Bales	100 EA	\$ 25.00 EA	\$ 2,500.00	
Silt Fence Fabric	6,300 L.F.	\$ 2.00 L.F.	\$ 12,600.00	
Vehicle Tracking Control	3 EA	\$ 500.00 EA	\$ 1,500.00	
Reseeding	50 AC	\$ 500.00 AC	\$ 25,000.00	
Subtotal			\$ 41,600.00	
STREETS:				
Full Depth Asphalt (Public)	28,700 S.Y.	\$ 8.00 S.Y.	\$ 229,600.00	
6" Ramp C&G	15,300 L.F.	\$ 7.50 L.F.	\$ 114,750.00	
8" Type 1 C&G	3,100 L.F.	\$ 7.00 L.F.	\$ 21,700.00	
20' Curb Returns	8 EA	\$ 1,100.00 EA	\$ 8,800.00	
County Std. Cross-pans	9 EA	\$ 1,200.00 EA	\$ 10,800.00	
Regulatory Signs	15 EA	\$ 200.00 EA	\$ 3,000.00	
Street Name Signs	12 EA	\$ 300.00 EA	\$ 3,600.00	
Subtotal			\$ 392,250.00	
UTILITIES:				
18" RCP	160 L.F.	\$ 21.00 L.F.	\$ 3,360.00	
24" RCP	1,200 L.F.	\$ 30.00 L.F.	\$ 36,000.00	
30" RCP	600 L.F.	\$ 36.00 L.F.	\$ 21,600.00	
36" RCP	760 L.F.	\$ 44.00 L.F.	\$ 33,440.00	
42" RCP	380 L.F.	\$ 50.00 L.F.	\$ 19,000.00	
4' Type R Inlet	7 EA	\$ 3,500.00 EA	\$ 24,500.00	
6' Type R Inlet	2 EA	\$ 3,700.00 EA	\$ 7,400.00	
12 Type R Inlet	3 EA	\$ 5,200.00 EA	\$ 15,600.00	
Storm MH	4 EA	\$ 5,900.00 EA	\$ 23,600.00	
24" FES	1 EA	\$ 450.00 L.F.	\$ 450.00	
30" FES	2 EA	\$ 525.00 L.F.	\$ 1,050.00	
36" FES	1 EA	\$ 700.00 L.F.	\$ 700.00	
42" FES	1 EA	\$ 800.00 L.F.	\$ 800.00	
Subtotal			\$ 187,500.00	
TOTAL			\$ 621,350.00	

Estimate prepared by: Classic Consulting Engineers & Surveyors, LLCDate: May 18, 2006

Approved by Petitioner: _____ Date: _____

Approved by: _____ County Engineer Date: _____

SECTION 53.3 Estimate of Guaranteed Funds

EXHIBIT B

DEVELOPER

Six Ninety-Nine Properties, LLC

SUBDIVISION NAME

Paint Brush Hills Filing No. 13 - Phase 2

ITEM	UNITS	PER UNIT	TOTAL	COMPLETED
EROSION CONTROL: (Phases 1 & 2 graded simultaneously - provided with Phase 1 EGF)				
STREETS:				
Full Depth Asphalt (Public)	18,000 S.Y.	\$ 8.00 S.Y.	\$ 144,000.00	
6" Ramp C&G	9,600 L.F.	\$ 7.50 L.F.	\$ 72,000.00	
8" Type 1 C&G	1,200 L.F.	\$ 7.00 L.F.	\$ 8,400.00	
20' Curb Returns	6 EA	\$ 1,100.00 EA	\$ 6,600.00	
County Std. Cross-pans	5 EA	\$ 1,200.00 EA	\$ 6,000.00	
Regulatory Signs	9 EA	\$ 200.00 EA	\$ 1,800.00	
Street Name Signs	6 EA	\$ 300.00 EA	\$ 1,800.00	
Subtotal			\$ 240,600.00	
UTILITIES:				
18" RCP	40 L.F.	\$ 21.00 L.F.	\$ 840.00	
24" RCP	35 L.F.	\$ 30.00 L.F.	\$ 1,050.00	
30" RCP	730 L.F.	\$ 36.00 L.F.	\$ 26,280.00	
4' Type R Inlet	1 EA	\$ 3,500.00 EA	\$ 3,500.00	
8 Type R Inlet	1 EA	\$ 4,500.00 EA	\$ 4,500.00	
12 Type R Inlet	2 EA	\$ 5,200.00 EA	\$ 10,400.00	
Storm MH	1 EA	\$ 5,900.00 EA	\$ 5,900.00	
30" FES	2 EA	\$ 525.00 L.F.	\$ 1,050.00	
24" Conc. Chase	1 EA	\$ 500.00 EA	\$ 500.00	
Subtotal			\$ 54,020.00	
TOTAL			\$ 294,620.00	

Estimate prepared by: Classic Consulting Engineers & Surveyors, LLC

Date: May 18, 2006

Approved by Petitioner: _____ Date: _____

Approved by: _____, County Engineer Date: _____

SECTION 53.3 Estimate of Guaranteed Funds

EXHIBIT C

DEVELOPER

Six Ninety-Nine Properties, LLC

SUBDIVISION NAME

Paint Brush Hills Filing No. 13 - Phase 3

ITEM	UNITS	PER UNIT	TOTAL	COMPLETED
EROSION CONTROL:				
Straw Bales	25 EA	\$ 25.00 EA	\$ 625.00	
Silt Fence Fabric	3,500 L.F.	\$ 2.00 L.F.	\$ 7,000.00	
Vehicle Tracking Control	2 EA	\$ 500.00 EA	\$ 1,000.00	
Inlet Protection	7 EA	\$ 50.00 EA	\$ 350.00	
Subtotal			\$ 8,975.00	
STREETS:				
Full Depth Asphalt (Public)	16,800 S.Y.	\$ 8.00 S.Y.	\$ 134,400.00	
6" Ramp C&G	9,700 L.F.	\$ 7.50 L.F.	\$ 72,750.00	
8" Type 1 C&G	700 L.F.	\$ 7.00 L.F.	\$ 4,900.00	
20' Curb Returns	4 EA	\$ 1,100.00 EA	\$ 4,400.00	
County Std. Cross-pans	5 EA	\$ 1,200.00 EA	\$ 6,000.00	
Regulatory Signs	7 EA	\$ 200.00 EA	\$ 1,400.00	
Street Name Signs	6 EA	\$ 300.00 EA	\$ 1,800.00	
Subtotal			\$ 225,650.00	
UTILITIES:				
18" RCP	570 L.F.	\$ 21.00 L.F.	\$ 11,970.00	
30" RCP	380 L.F.	\$ 36.00 L.F.	\$ 13,680.00	
36" RCP	1,070 L.F.	\$ 44.00 L.F.	\$ 47,080.00	
4' Type R Inlet	2 EA	\$ 3,500.00 EA	\$ 7,000.00	
6' Type R Inlet	1 EA	\$ 3,700.00 EA	\$ 3,700.00	
8' Type R Inlet	1 EA	\$ 4,500.00 EA	\$ 4,500.00	
10' Type R Inlet	2 EA	\$ 4,800.00 EA	\$ 9,600.00	
14' Type R Inlet	1 EA	\$ 5,800.00 EA	\$ 5,800.00	
Storm MH	2 EA	\$ 5,900.00 EA	\$ 11,800.00	
30" FES	1 EA	\$ 525.00 L.F.	\$ 525.00	
Subtotal			\$ 115,655.00	
TOTAL			\$ 350,280.00	

Estimate prepared by: Classic Consulting Engineers & Surveyors, LLC

Date: May 18, 2006

Approved by Petitioner: _____ Date: _____

Approved by: _____, County Engineer Date: _____

SECTION 53.3 Estimate of Guaranteed Funds

EXHIBIT D

DEVELOPER

Six Ninety-Nine Properties, LLC

SUBDIVISION NAME

Paint Brush Hills Filing No. 13 - Phase 4

ITEM	UNITS	PER UNIT	TOTAL	COMPLETED
EROSION CONTROL:				
Straw Bales	60 EA	\$ 25.00 EA	\$ 1,500.00	
Silt Fence Fabric	5,500 L.F.	\$ 2.00 L.F.	\$ 11,000.00	
Vehicle Tracking Control	2 EA	\$ 500.00 EA	\$ 1,000.00	
Inlet Protection	12 EA	\$ 50.00 EA	\$ 600.00	
Subtotal			\$ 14,100.00	
STREETS:				
Full Depth Asphalt (Public)	41,800 S.Y.	\$ 8.00 S.Y.	\$ 334,400.00	
6" Ramp C&G	25,000 L.F.	\$ 7.50 L.F.	\$ 187,500.00	
8" Type 1 C&G	1,000 L.F.	\$ 7.00 L.F.	\$ 7,000.00	
20' Curb Returns	2 EA	\$ 1,100.00 EA	\$ 2,200.00	
County Std. Cross-pans	9 EA	\$ 1,200.00 EA	\$ 10,800.00	
Regulatory Signs	15 EA	\$ 200.00 EA	\$ 3,000.00	
Street Name Signs	14 EA	\$ 300.00 EA	\$ 4,200.00	
Subtotal			\$ 549,100.00	
UTILITIES:				
18" RCP	80 L.F.	\$ 21.00 L.F.	\$ 1,680.00	
24" RCP	60 L.F.	\$ 30.00 L.F.	\$ 1,800.00	
30" RCP	1,040 L.F.	\$ 36.00 L.F.	\$ 37,440.00	
36" RCP	400 L.F.	\$ 44.00 L.F.	\$ 17,600.00	
42" RCP	2,120 L.F.	\$ 50.00 L.F.	\$ 106,000.00	
48" RCP	440 L.F.	\$ 80.00 L.F.	\$ 35,200.00	
54" RCP	310 L.F.	\$ 115.00 L.F.	\$ 35,650.00	
4' Type R Inlet	6 EA	\$ 3,500.00 EA	\$ 21,000.00	
6' Type R Inlet	2 EA	\$ 3,700.00 EA	\$ 7,400.00	
10' Type R Inlet	1 EA	\$ 4,800.00 EA	\$ 4,800.00	
14' Type R Inlet	3 EA	\$ 5,800.00 EA	\$ 17,400.00	
20' Type R Inlet	1 EA	\$ 7,500.00 EA	\$ 7,500.00	
Storm MH	7 EA	\$ 5,900.00 EA	\$ 41,300.00	
30" FES	1 EA	\$ 525.00 L.F.	\$ 525.00	
36" FES	1 EA	\$ 700.00 L.F.	\$ 700.00	
54" FES	1 EA	\$ 1,400.00 L.F.	\$ 1,400.00	
Subtotal			\$ 337,395.00	
TOTAL			\$ 900,595.00	

Estimate prepared by: Classic Consulting Engineers & Surveyors, LLC

Date: May 18, 2006

Approved by Petitioner: _____

Date: _____

Approved by: _____

County Engineer Date: _____

RECEIVED

MAY 23 2005

MUTUAL DONOR AGREEMENT

EPC DEVELOPMENT SERVICES

This Agreement is made and entered this 6th day of December, 2005 by and between the undersigned parties (each referred to individually as a "party").

RECITALS

A. The undersigned parties are builders or developers who are currently engaged in developing and building in Falcon School District 49, El Paso County, Colorado.

B. The parties have determined that it is in the best interest of each of them, as well as their industry and community, to donate funds to assist the community with the capital construction for schools and other needs of the community in providing K-12 education.

C. The parties have further determined that the best manner to ensure that all members of their industry participate in this effort is for the parties to mutually agree to donate a fixed amount for each building permit issued to each of them to a designated nonprofit organization, the purpose of which is to expend or donate the funds for the purposes of education capital construction and other education needs in Falcon School District 49 as well as Eastern El Paso County as a whole.

D. In executing this Agreement, the parties intend to bind themselves to each other to donate the amounts set forth in this Agreement and for this Agreement to create a legally binding and enforceable obligation on each of the executing parties.

TERMS OF AGREEMENT

Now therefore, in consideration of the mutual conditions and agreements set forth in this Agreement, the parties agree as follows:

1. Agreed Donation. Each party agrees that it will donate, or cause to be donated, the following amounts to Falcon Community Builders for Classrooms ("Nonprofit

Corporation"), upon the issuance of each building permit that the party receives from the El Paso County Regional Building Department (RBD) for dwellings located in Falcon School District 49 (the "District"): a.) One thousand five hundred dollars (\$1,500) for each new single family home up to four units per acre; b.) Eight hundred fifty dollars (\$850) per new multifamily unit with 5 to 8 units per acre; and c.) Five hundred dollars (\$500) per new multifamily unit for any density over eight units per acre. Each party agrees and understands that as to dwellings located in the Falcon Hills Development, which is generally located north and west of the intersection of Meridian and Stapleton Roads, the foregoing obligations shall only be applicable to dwellings located on lots within final plats approved by the Board of County Commissioners of El Paso County after the date of this Agreement. The donation amounts may be adjusted annually on October 1st by Falcon Community Builders for Classrooms based upon the annual percent change in the Construction Cost Index published in the Engineering News Record (McGraw-Hill Construction). The parties further agree that the Nonprofit Corporation may rely upon this donation commitment in making financial commitments, including but not limited to bonded indebtedness for the construction or improvement of education and education support facilities.

2. Payment of Donation. Payment is due no later than at time of application for a building permit. A party who wishes to prepay (i.e., make the donation prior to application for a building permit) may submit payment directly to the Nonprofit Corporation. The Nonprofit Corporation will issue documentation certifying that the agreed donation has been made. This documentation will evidence the party's agreed donation at time of submittal for a building permit to certify that payment has been made.

3. Effect of Future Impact Fees. In the event that any government entity imposes any new or additional impact fee or any fee, tax, or other payment in the nature of an impact fee upon building and development that is applicable to the units for which a donation is to be paid under this Agreement, the Nonprofit Corporation in its sole discretion may reduce the amount of the agreed donation due under this Agreement, either in whole or in part.

4. Enforcement/No Rights in Third Parties. This Agreement and any obligation hereunder may be enforced by any party or parties to this Agreement or by the Nonprofit Corporation through the dispute process set forth in this Agreement; provided however that no other party or entity other than the parties to this Agreement and the Nonprofit Corporation shall be entitled to any rights under this Agreement nor shall any person or entity not a party to this Agreement, other than the Nonprofit Corporation, be entitled to enforce any rights or obligations of the parties to this Agreement. Other than the Nonprofit Corporation, a person or entity, which is not party to this Agreement, shall not be entitled to rely on this Agreement in any way.

5. Disputes. Any dispute arising under or related to this Agreement or any action to enforce any of the rights or obligations under this Agreement shall be submitted to arbitration before the Judicial Arbiter Group, Inc. (JAG) under the Commercial Rules of the American Arbitration Association, including the rules on interim emergency relief. The arbitration shall be held in El Paso County, Colorado unless the parties agree to conduct a hearing in another location. Any award of the arbitrator(s) may be enforced in any court of competent jurisdiction. Prior to the initiation of arbitration proceedings, a party to the dispute may require that the dispute be submitted to mediation by a mediator selected by agreement of the parties to the dispute or by JAG in the event the parties to the dispute cannot agree on a mediator.

6. Attorneys' Fees and Costs. In the event that a dispute or action to enforce this Agreement is submitted to arbitration, the prevailing party or parties shall be entitled to reasonable attorneys' fees and costs in addition to any other award of the arbitrator(s).

7. Applicable Law. This agreement shall be interpreted and construed under Colorado law without reference to that State's law of conflicts.

8. Entire Agreement. This Agreement contains the entire agreement and understanding of the parties and supersedes and replaces all prior negotiations or proposed agreements, written or oral. No other party has made any promise,

representation, or warranty whatsoever, either express or implied, not contained herein to induce this Agreement.


9. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the shareholders, successors, assigns, insurers, reinsurers and legal representatives of the parties; provided, however, that a party's rights and obligations hereunder shall terminate, (as to such party, but not as to such party's successors, who shall be bound as provided herein), upon, and with respect to, the transfer of such party's interest in part or all of the real property subject hereto, except that the liability of any such transferor for acts occurring prior to such transfer shall survive the transfer. Any contract to sell or otherwise transfer any part of the real property subject hereto shall reference this Agreement and bind the transferee to the terms hereof.

10. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be and have the same force and effect of an original, and all of which, taken together, shall constitute and be constructed as a single agreement. A facsimile signature shall be treated as an original.

11. Dissolution of Nonprofit Corporation. In the event the Nonprofit Corporation is dissolved or has its status as a qualified 501(C)(3) organization revoked, the parties shall form or designate a successor organization which shall accede to the rights of the Nonprofit Corporation and shall be entitled to take any action as the original Nonprofit Corporation under this Agreement. In the event that successor organization cannot be formed or designated, the matter shall be submitted to the dispute process set forth herein.

WHEREFORE, the undersigned parties have executed this Mutual Donor Agreement to be effective as of the date first written above.

Donor: Six Ninety Nine LA, LLC

By 
Harold Fong, Manager