SUBDIVISION IMPROVEMENTS AGREEMENT
CIMARRON HILLS SOUTHEAST MIXED USE FILING NO. 1

THIS AGREEMENT, made between **MARATHON HOLDINGS, LLP**, hereinafter called "Marathon," **JOVENCHI-II, LLC**, hereinafter called "Jovenchi", together with Marathon hereinafter collectively called the "Subdivider," and **HP-257003 COLORADO SPRINGS, LLC,** hereinafter "HP-257003," 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 Cimarron Hills Southeast Mixed Use Filing No. 1, wishes to enter into this Subdivision Improvements Agreement for construction of improvements for the Subdivision 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 and C attached hereto and incorporated herein; and

WHEREAS, HP-257003 wishes to provide the collateral required to secure performance of the Subdivider's obligations to complete the public improvements set forth on Exhibits A and B attached hereto; and

WHEREAS, the parties hereto desire to set forth their understanding and agreement with regard to the construction and installation of the improvements set forth on Exhibits A, B and C attached hereto.

NOW, THEREFORE, in consideration of the following mutual covenants and agreements, the Subdivider, HP-257003 and the County agree as follows:

1. **Responsibility to Construct**: The Subdivider and HP-257003 agree to construct and install, at their sole expense, all of those improvements as set forth on Exhibit A attached hereto. Such obligation shall be joint and several unless otherwise set forth herein. To secure and guarantee performance of their obligations as set forth herein, the HP-257003 agrees to provide collateral 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 for all improvements identified in Exhibit A shall be posted in the form of a performance bond issued by Philadelphia Indemnity Insurance Company in the amount of $7,676,391.50.

Indicate the amount for the plat and for site plan, to get to the total.

2. **Renewal of Collateral**: HP-257003, on behalf of the Subdivider, is responsible for providing any renewals of collateral to ensure that there is never a lapse in security coverage. HP-257003 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 HP-257003 allows collateral 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 collateral until the improvements identified on Exhibits A, B and C have been completed and final acceptance is received from the County. If replacement collateral is used for renewal, approval by the Board of County Commissioners is required.

3. **Construction or Improvements or Collateral**: No lots in the subdivision shall be sold, conveyed or transferred, whether by Deed or by Contract, nor shall building permits be issued until and unless the public improvements required for the subdivision 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 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 in the attached Exhibits A, B and C.

4. **Design Standards**: The Subdivider and HP-257003 agree that all public improvements to be completed as identified on Exhibits A, B and C 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. **Timing of Construction and Acceptance**: All improvements shall be completed by the Subdivider and HP-257003, 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. If HP-257003 determines that the completion date needs to be extended for the improvements, it 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 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 collateral to take into account any increase in cost due to the delay including inflation.

6. **Construction Criteria**: The Subdivider and HP-257003 agree, and the parties acknowledge that the construction of the improvements identified and guaranteed through this Subdivision Improvements Agreement shall follow the inspection 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, posting of 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 inspections, collateral and acceptance processes, the Engineering Criteria Manual is the controlling document.

7. **Plat Restriction Remedy**: 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 Article 28 of Title 30, Colorado Revised Statutes. 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 other otherwise prior to commencement of construction on any such lot, lots, tract or tracts of land.

8. **Releases**: 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 in a reasonable time upon 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 and HP-257003 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 or HP-257003 will not construct any or all of the improvements in accordance with all of the specifications and the provisions of this Agreement, 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.

9. **Title Insurance**: The Subdivider 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.

10. **Plat Approval**: The County agrees to approval of the final plat of the Cimarron Hills Southeast Mixed Use Filing No. 1 Subdivision subject to the terms and conditions of this Agreement.

11. **Amendment**: 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. **Effective Date**: This Agreement shall take effect on the date of approval of the Final Plat by the Board of County Commissioners.

13. **Traffic Impact Fees**: The Subdivider agrees for itself and its successors and assigns that Subdivider and/or its said successors and assigns shall be required to pay traffic impact fees in accordance with the El Paso County Road Impact Fee Program at or prior to the time of building permit submittals.

14. **Condition to HP-257003's Obligations.** Notwithstanding anything in this Agreement to the contrary, HP-257003's obligations under this Agreement are conditioned upon its acquisition from the Subdivider of the property described on Exhibit D (the "Acquisition Closing"). Before the Acquisition Closing, all obligations under this Agreement shall remain solely those of the Subdivider, and, if the Acquisition Closing does not occur, HP-257003 shall have no obligations or liabilities hereunder. HP-257003 shall not be required to procure or post any collateral until the County issues the Construction Permit, but shall post the required collateral before issuance of the notice to proceed or commencement of construction. The Acquisition Closing and issuance of the Construction Permit may occur before HP-257003 posts such collateral, and the absence of such collateral before that time shall not constitute a default or prohibit either event. HP-257003's collateral-renewal obligations shall commence only after the collateral is initially posted, and the applicable construction-completion period shall commence upon issuance of the notice to proceed.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year below written.

BOARD OF COUNTY COMMISSIONERS OF
EL PASO COUNTY, COLORADO

__________________________ By:__________________________________
(Date Final Plat Approved) Carrie Geitner, Chair

ATTEST: Approved as to form:

________________________________ ________________________________
Steve Schleiker County Attorney's Office
County Clerk and Recorder

SUBDIVIDER:

MARATHON HOLDINGS, LLP

By: ___________________________________

Name: ________________________________

Title: ________________________________

JOVENCHI-II, LLC

By: ___________________________________

Name: ________________________________

Title: ________________________________

HP-257003:

HP-257003 COLORADO SPRINGS, LLC

By: ___________________________________

Name: ________________________________

Title: ________________________________

EXHIBIT A

Financial Assurances Estimate for Cimarron Hills Southeast Mixed Use Filing No. 1 (SF2420)
Scope of work includes all proposed construction shown in CD's including

- Construction of Meadowbrook Parkway with the exception of stripping shown in Lot 1 SDP
- Construction within Peterson Road for opening of median at Meadowbrook Parkway and closing of median at Panamint Ct.
- Pond build-out minus one (1) forebay, one stretch of concrete trickle channel, and part of maintenance access path to be built by Lot 1 development.

Exhibit A

2025 Financial Assurance Estimate Form (with pre-plat construction)

Updated: 2/2025

PROJECT INFORMATION		
Project Name:CIMARRON HILLS SOUTHEAST MIXED USE FILING NO. 1	Date: 07/02/2026	PCD File No. SF2420

Description	Quantity	Units	Unit Cost		Total	(with Pre-Plat Construction) % Complete	Remaining	
SECTION 1 - GRADING AND EROSION CONTROL (Construction and Permanent BMPs)								
Earthwork								*
less than 1,000; $5,300 min		CY	$ 10.00	=	$ -		$ -	*
1,000-5,000; $8,000 min		CY	$ 7.50	=	$ -		$ -	*
5,001-20,000; $30,000 min		CY	$ 6.50	=	$ -		$ -	*
20,001-50,000; $100,000 min	20253.	CY	$ 4.50	=	$ 100,000.00		$ 100,000.00	*
50,001-200,000; $175,000 min		CY	$ 3.00	=	$ -		$ -	*
greater than 200,000; $500,000 min		CY	$ 2.50	=	$ -		$ -	*
Permanent Erosion Control Blanket	4453.	SY	$ 9.50	=	$ 42,303.50		$ 42,303.50	*
Permanent Seeding (inc. noxious weed mgmnt.) & Mulching	8.1	AC	$ 2,169.00	=	$ 17,568.90		$ 17,568.90	*
Permanent Pond/BMP (provide engineer's estimate)	1.	EA	$185,000.00	=	$ 185,000.00		$ 185,000.00	*
					$ -		$ -	*
					$ -		$ -	*
[insert items not listed but part of construction plans]					$ -		$ -	*
Concrete Washout Basin	1.	EA	$ 1,260.00	=	$ 1,260.00		$ 1,260.00	
Inlet Protection	4.	EA	$ 233.00	=	$ 932.00		$ 932.00	
Rock Check Dam		EA	$ 700.00	=	$ -		$ -	
Safety Fence	2314.	LF	$ 3.00	=	$ 6,942.00		$ 6,942.00	
Sediment Basin	2.	EA	$ 2,466.00	=	$ 4,932.00		$ 4,932.00	
Sediment Trap		EA	$ 578.00	=	$ -		$ -	
Silt Fence	4307.	LF	$ 4.00	=	$ 17,228.00		$ 17,228.00	
Slope Drain		LF	$ 46.00	=	$ -		$ -	
Straw Bale		EA	$ 35.00	=	$ -		$ -	
Straw Wattle/Rock Sock	56.	LF	$ 9.00	=	$ 504.00		$ 504.00	
Surface Roughening		AC	$ 289.00	=	$ -		$ -	
Temporary Erosion Control Blanket		SY	$ 4.00	=	$ -		$ -	
Temporary Seeding and Mulching		AC	$ 1,927.00	=	$ -		$ -	
Vehicle Tracking Control	1.	EA	$ 3,316.00	=	$ 3,316.00		$ 3,316.00	
				=	$ -		$ -	
				=	$ -		$ -	
				=	$ -		$ -	
[insert items not listed but part of construction plans]				=	$ -		$ -	
			MAINTENANCE (35% of Construction BMPs)	=	$ 11,848.90		$ 11,848.90	
* - Subject to defect warranty financial assurance. A minimum of 20% shall be retained until final acceptance (MAXIMUM OF 80% COMPLETE ALLOWED)			**Section 1 Subtotal**	**=**	**$ 391,835.30**		**$ 391,835.30**	
SECTION 2 - PUBLIC IMPROVEMENTS *								
ROADWAY IMPROVEMENTS								*
Construction Traffic Control		LS		=	$ -		$ -	*
Aggregate Base Course (135 lbs/cf)		Tons	$ 40.00	=	$ -		$ -	*
Aggregate Base Course (135 lbs/cf)	1730.	CY	$ 71.00	=	$ 122,830.00		$ 122,830.00	*
Asphalt Pavement (3" thick)		SY	$ 19.00	=	$ -		$ -	*
Asphalt Pavement (4" thick)	7787.	SY	$ 27.00	=	$ 210,249.00		$ 210,249.00	*
Asphalt Pavement (6" thick)		SY	$ 41.00	=	$ -		$ -	*
Asphalt Pavement (147 lbs/cf) _" thick		Tons	$ 123.00	=	$ -		$ -	*
Raised Median, Paved		SF	$ 12.00	=	$ -		$ -	*
Regulatory Sign/Advisory Sign	5.	EA	$ 421.00	=	$ 2,105.00		$ 2,105.00	*
Guide/Street Name Sign	1.	EA	$ 500.00	=	$ 500.00		$ 500.00	*
Epoxy Pavement Marking	1703.	SF	$ 18.00	=	$ 30,654.00		$ 30,654.00	*
Thermoplastic Pavement Marking		SF	$ 32.00	=	$ -		$ -	*
Barricade - Type 3		EA	$ 278.00	=	$ -		$ -	*
Delineator - Type I		EA	$ 33.00	=	$ -		$ -	*
Curb and Gutter, Type A (6" Vertical)	2968.	LF	$ 41.00	=	$ 121,688.00		$ 121,688.00	*
Curb and Gutter, Type B (Median)	165.	LF	$ 41.00	=	$ 6,765.00		$ 6,765.00	*
Curb and Gutter, Type C (Ramp)		LF	$ 41.00	=	$ -		$ -	*
4" Sidewalk (common areas only)		SY	$ 67.00	=	$ -		$ -	*
5" Sidewalk	1622.	SY	$ 83.00	=	$ 134,626.00		$ 134,626.00	*
6" Sidewalk		SY	$ 101.00	=	$ -		$ -	*
8" Sidewalk		SY	$ 134.00	=	$ -		$ -	*
Pedestrian Ramp		EA	$ 1,608.00	=	$ -		$ -	*
Cross Pan, local (8" thick, 6' wide to include return)		LF	$ 85.00	=	$ -		$ -	*
Cross Pan, collector (9" thick, 8' wide to include return)	97.	LF	$ 128.00	=	$ 12,416.00		$ 12,416.00	*
Curb Opening with Drainage Chase		EA	$ 2,070.00	=	$ -		$ -	*
Guardrail Type 3 (W-Beam)		LF	$ 70.00	=	$ -		$ -	*
Guardrail Type 7 (Concrete)		LF	$ 101.00	=	$ -		$ -	*
Guardrail End Anchorage		EA	$ 2,936.00	=	$ -		$ -	*
Guardrail Impact Attenuator		EA	$ 5,270.00	=	$ -		$ -	*
Sound Barrier Fence (CMU block, 6' high)		LF	$ 110.00	=	$ -		$ -	*
Sound Barrier Fence (panels, 6' high)		LF	$ 112.00	=	$ -		$ -	*
Electrical Conduit, Size =		LF	$ 24.00	=	$ -		$ -	*
Traffic Signal, (provide engineer's estimate)		EA		=	$ -		$ -	*
Survey Monumentation		EA	$ 1,200.00	=	$ -		$ -	*

PROJECT INFORMATION		
Project Name:CIMARRON HILLS SOUTHEAST MIXED USE FILING NO. 1	Date: 07/02/2026	PCD File No. SF2420

Description	Quantity	Units	Unit Cost		Total	(with Pre-Plat Construction) % Complete	Remaining	
				=	$ -		$ -	*
				=	$ -		$ -	*
[insert items not listed but part of construction plans]				=	$ -		$ -	*
STORM DRAIN IMPROVEMENTS								*
Concrete Box Culvert (M Standard), Size (W x H)		LF		=	$ -		$ -	*
18" Reinforced Concrete Pipe	57.	LF	$ 88.00	=	$ 5,016.00		$ 5,016.00	*
24" Reinforced Concrete Pipe	58.	LF	$ 105.00	=	$ 6,090.00		$ 6,090.00	*
30" Reinforced Concrete Pipe	48.	LF	$ 132.00	=	$ 6,336.00		$ 6,336.00	*
36" Reinforced Concrete Pipe	532.	LF	$ 162.00	=	$ 86,184.00		$ 86,184.00	*
42" Reinforced Concrete Pipe	634.	LF	$ 216.00	=	$ 136,944.00		$ 136,944.00	*
48" Reinforced Concrete Pipe		LF	$ 263.00	=	$ -		$ -	*
54" Reinforced Concrete Pipe		LF	$ 344.00	=	$ -		$ -	*
60" Reinforced Concrete Pipe		LF	$ 402.00	=	$ -		$ -	*
66" Reinforced Concrete Pipe		LF	$ 465.00	=	$ -		$ -	*
72" Reinforced Concrete Pipe		LF	$ 532.00	=	$ -		$ -	*
18" Corrugated Steel Pipe		LF	$ 113.00	=	$ -		$ -	*
24" Corrugated Steel Pipe		LF	$ 130.00	=	$ -		$ -	*
30" Corrugated Steel Pipe		LF	$ 166.00	=	$ -		$ -	*
36" Corrugated Steel Pipe		LF	$ 198.00	=	$ -		$ -	*
42" Corrugated Steel Pipe		LF	$ 228.00	=	$ -		$ -	*
48" Corrugated Steel Pipe		LF	$ 240.00	=	$ -		$ -	*
54" Corrugated Steel Pipe		LF	$ 352.00	=	$ -		$ -	*
60" Corrugated Steel Pipe		LF	$ 379.00	=	$ -		$ -	*
66" Corrugated Steel Pipe		LF	$ 459.00	=	$ -		$ -	*
72" Corrugated Steel Pipe		LF	$ 540.00	=	$ -		$ -	*
78" Corrugated Steel Pipe		LF	$ 621.00	=	$ -		$ -	*
84" Corrugated Steel Pipe		LF	$ 743.00	=	$ -		$ -	*
Flared End Section (FES) RCP Size = 30 (unit cost = 6x pipe unit cost)	1.	EA	$ 792.00	=	$ 792.00		$ 792.00	*
Flared End Section (FES) CSP Size = (unit cost = 6x pipe unit cost)		EA		=	$ -		$ -	*
				=	$ -		$ -	*
[insert items not listed but part of construction plans]				=	$ -		$ -	*
End Treatment- Headwall		EA		=	$ -		$ -	*
End Treatment- Wingwall		EA		=	$ -		$ -	*
End Treatment - Cutoff Wall		EA		=	$ -		$ -	*
Curb Inlet (Type R) L=5', Depth < 5'	4.	EA	$ 7,753.00	=	$ 31,012.00		$ 31,012.00	*
Curb Inlet (Type R) L=5', 5' ≤ Depth < 10'		EA	$ 10,800.00	=	$ -		$ -	*
Curb Inlet (Type R) L =5', 10' ≤ Depth < 15'		EA	$ 11,673.00	=	$ -		$ -	*
Curb Inlet (Type R) L =10', Depth < 5'		EA	$ 10,669.00	=	$ -		$ -	*
Curb Inlet (Type R) L =10', 5' ≤ Depth < 10'		EA	$ 10,997.00	=	$ -		$ -	*
Curb Inlet (Type R) L =10', 10' ≤ Depth < 15'		EA	$ 13,765.00	=	$ -		$ -	*
Curb Inlet (Type R) L =15', Depth < 5'		EA	$ 13,875.00	=	$ -		$ -	*
Curb Inlet (Type R) L =15', 5' ≤ Depth < 10'		EA	$ 14,873.00	=	$ -		$ -	*
Curb Inlet (Type R) L =15', 10' ≤ Depth < 15'		EA	$ 16,265.00	=	$ -		$ -	*
Curb Inlet (Type R) L =20', Depth < 5'		EA	$ 14,787.00	=	$ -		$ -	*
Curb Inlet (Type R) L =20', 5' ≤ Depth < 10'		EA	$ 16,320.00	=	$ -		$ -	*
Grated Inlet (Type C), Depth < 5'	1.	EA	$ 6,490.00	=	$ 6,490.00		$ 6,490.00	*
Grated Inlet (Type D), Depth < 5'		EA	$ 8,017.00	=	$ -		$ -	*
Storm Sewer Manhole, Box Base	6.	EA	$ 16,265.00	=	$ 97,590.00		$ 97,590.00	*
Storm Sewer Manhole, Slab Base		EA	$ 8,946.00	=	$ -		$ -	*
Geotextile (Erosion Control)		SY	$ 11.50	=	$ -		$ -	*
Rip Rap, d50 size from 6" to 24"	121.5	Tons	$ 112.00	=	$ 13,608.00		$ 13,608.00	*
Rip Rap, Grouted		Tons	$ 133.00	=	$ -		$ -	*
Drainage Channel Construction, Size (W x H)		LF		=	$ -		$ -	*
Drainage Channel Lining, Concrete		CY	$ 797.00	=	$ -		$ -	*
Drainage Channel Lining, Rip Rap		CY	$ 156.00	=	$ -		$ -	*
Drainage Channel Lining, Grass		AC	$ 2,054.00	=	$ -		$ -	*
Drainage Channel Lining, Other Stabilization				=	$ -		$ -	*
				=	$ -		$ -	*
				=	$ -		$ -	*
				=	$ -		$ -	*
[insert items not listed but part of construction plans]				=	$ -		$ -	*
* - Subject to defect warranty financial assurance. A minimum of 20% shall be retained until final acceptance (MAXIMUM OF 80% COMPLETE ALLOWED)			**Section 2 Subtotal**	=	**$ 1,031,895.00**		**$ 1,031,895.00**	*

PROJECT INFORMATION		
Project Name:CIMARRON HILLS SOUTHEAST MIXED USE FILING NO. 1	Date: 07/02/2026	PCD File No. SF2420

Description	Quantity	Units	Unit Cost		Total	(with Pre-Plat Construction) % Complete	Remaining
SECTION 3 - COMMON DEVELOPMENT IMPROVEMENTS (Private or District and NOT Maintained by EPC)**							
ROADWAY IMPROVEMENTS							
				=	$ -		$ -
				=	$ -		$ -
				=	$ -		$ -
				=	$ -		$ -
				=	$ -		$ -
				=	$ -		$ -
STORM DRAIN IMPROVEMENTS (Exception: Permanent Pond/BMP shall be itemized under Section 1)							
				=	$ -		$ -
				=	$ -		$ -
				=	$ -		$ -
				=	$ -		$ -
				=	$ -		$ -
				=	$ -		$ -
WATER SYSTEM IMPROVEMENTS							
Water Main Pipe (PVC), Size 8"	140.	LF	$ 90.00	=	$ 12,600.00		$ 12,600.00
Water Main Pipe (PVC), Size 12"	2,625	LF	$ 100.00		$ 262,500.00		$ 262,500.00
Water Main Pipe (Ductile Iron), Size 8"		LF	$ 105.00	=	$ -		$ -
Gate Valves, 12"	14.	EA	$ 2,599.00	=	$ 36,386.00		$ 36,386.00
Fire Hydrant Assembly, w/ all valves		EA	$ 9,228.00	=	$ -		$ -
Water Service Line Installation, inc. tap and valves		EA	$ 1,852.00	=	$ -		$ -
Fire Cistern Installation, complete		EA		=	$ -		$ -
				=	$ -		$ -
[insert items not listed but part of construction plans]				=	$ -		$ -
SANITARY SEWER IMPROVEMENTS							
Sewer Main Pipe (PVC), Size 8"	553.	LF	$ 90.00	=	$ 49,770.00		$ 49,770.00
Sanitary Sewer Manhole, Depth < 15 feet	3.	EA	$ 6,136.00	=	$ 18,408.00		$ 18,408.00
Sanitary Service Line Installation, complete		EA	$ 1,962.00	=	$ -		$ -
Sanitary Sewer Lift Station, complete		EA		=	$ -		$ -
				=	$ -		$ -
[insert items not listed but part of construction plans]				=	$ -		$ -
LANDSCAPING IMPROVEMENTS (For subdivision specific condition of approval, or PUD)							
		EA		=	$ -		$ -
		EA		=	$ -		$ -
		EA		=	$ -		$ -
		EA		=	$ -		$ -
		EA		=	$ -		$ -
** - Section 3 is not subject to defect warranty requirements		**Section 3 Subtotal**		**=**	**$ 379,664.00**		**$ 379,664.00**

PROJECT INFORMATION		
Project Name:CIMARRON HILLS SOUTHEAST MIXED USE FILING NO. 1	Date: 07/02/2026	PCD File No. SF2420

Description	Quantity	Units	Unit Cost			Total	(with Pre-Plat Construction) % Complete		Remaining
AS-BUILT PLANS (Public Improvements inc. Permanent WQCV BMPs)			$ 7,500.00	=	$	7,500.00		$	7,500.00
POND/BMP CERTIFICATION (inc. elevations and volume calculations)		LS	$ 2,500.00	=	$	2,500.00		$	2,500.00

Total Construction Financial Assurance $ 1,813,394.30
(Sum of all section subtotals plus as-builts and pond/BMP certification)

Total Remaining Construction Financial Assurance (with Pre-Plat Construction) $ 1,813,394.30
(Sum of all section totals less credit for items complete plus as-builts and pond/BMP certification)

Total Defect Warranty Financial Assurance $ 275,353.48
(20% of all items identified as (*). To be collateralized at time of preliminary acceptance)

Approvals

I hereby certify that this is an accurate and complete estimate of costs for the work as shown on the Grading and Erosion Control Plan and Construction Drawings associated with the Project.

Drew Def
Engineer (P.E. Seal Required)

8.13.2026
Approved by Owner / Applicant — Date

Approved by El Paso County Engineer / ECM Administrator — Date

COLORADO LICENSED
DREW A. DEFENDORF
65470
07/17/26
PROFESSIONAL ENGINEER

EXHIBIT B

Financial Assurances Estimate for the Hillpointe Apartments development (PPR-26-13)
Scope of work includes all proposed construction shown in CD's including

- Striping of Meadowbrook Parkway
- Private access road to Lot 1 and adjacent (west) future development Tract from Meadowbrook Parkway, including public drain pan along Meadowbrook Parkway
- All Lot 1 development for Hillpointe Peterson Apartments
- Pond build-out of one (1) forebay, extension of existing concrete trickle channel, extension of existing pond maintenance path
- Secondary access from Peterson Road to Lot 1 site
- Public drain pan at Peterson Road

Make sure this is the final version for the site plan.

Exhibit B

2026 Financial Assurance Estimate Form (with pre-plat construction)

Updated: 2/2026

PROJECT INFORMATION		
Project Name: HILLPOINTE PETERSON	Date: 2026-08-14	PCD File No. PPR2613

Description	Quantity	Units	Unit Cost		Total	(with Pre-Plat Construction) % Complete	Remaining
SECTION 1 - GRADING AND EROSION CONTROL (Construction and Permanent BMPs)							
Earthwork							
less than 5,000; $8,000 min		CY	$ 7.50	=	$ -		$ -
5,001-20,000; $30,000 min		CY	$ 6.50	=	$ -		$ -
20,001-50,000; $100,000 min		CY	$ 4.50	=	$ -		$ -
50,001-200,000; $175,000 min	55404.	CY	$ 3.00	=	$ 175,000.00		$ 175,000.00
greater than 200,000; $500,000 min		CY	$ 2.50	=	$ -		$ -
Erosion Control Blanket	1510.	SY	$ 6.00	=	$ 9,060.00		$ 9,060.00
Seeding (inc. noxious weed mgmnt.) & Mulching	2.	AC	$ 2,037.00	=	$ 4,074.00		$ 4,074.00
Permanent Pond/PCM (provide engineer's estimate)	1.	EA	$ 75,825.00	=	$ 75,825.00		$ 75,825.00
					$ -		$ -
					$ -		$ -
[insert items not listed but part of construction plans]					$ -		$ -
Safety Fence		LF	$ 5.00	=	$ -		$ -
Inlet Protection	21.	EA	$ 322.00	=	$ 6,762.00		$ 6,762.00
Rock Check Dam		EA	$ 908.00	=	$ -		$ -
Concrete Washout Basin	1.	EA	$ 1,790.00	=	$ 1,790.00		$ 1,790.00
Sediment Basin	3.	EA	$ 3,483.00	=	$ 10,449.00		$ 10,449.00
Sediment Trap		EA	$ 877.00	=	$ -		$ -
Silt Fence	4531.	LF	$ 3.00	=	$ 13,593.00		$ 13,593.00
Slope Drain		LF	$ 30.00	=	$ -		$ -
Straw Bale		EA	$ 56.00	=	$ -		$ -
Straw Wattle/Rock Sock	1478.	LF	$ 11.00	=	$ 16,258.00		$ 16,258.00
Surface Roughening		AC	$ 507.00	=	$ -		$ -
Vehicle Tracking Control	2.	EA	$ 3,840.00	=	$ 7,680.00		$ 7,680.00
				=	$ -		$ -
				=	$ -		$ -
				=	$ -		$ -
[insert items not listed but part of construction plans]				=	$ -		$ -
			MAINTENANCE (35% of Construction BMPs)	=	$ 19,786.20		$ 19,786.20
* - Subject to defect warranty financial assurance. A minimum of 20% shall be retained until final acceptance (MAXIMUM OF 80% COMPLETE ALLOWED)			**Section 1 Subtotal**	=	**$ 340,277.20**		**$ 340,277.20**
SECTION 2 - PUBLIC IMPROVEMENTS *							
ROADWAY IMPROVEMENTS							
Construction Traffic Control		LS	$ 5,000.00	=	$ -		$ -
Aggregate Base Course (135 lbs/cf)		Tons	$ 42.00	=	$ -		$ -
Aggregate Base Course (135 lbs/cf)	22.	CY	$ 81.00	=	$ 1,782.00		$ 1,782.00
Asphalt Pavement (3" thick)		SY	$ 22.00	=	$ -		$ -
Asphalt Pavement (4" thick)	64.	SY	$ 31.00	=	$ 1,984.00		$ 1,984.00
Asphalt Pavement (6" thick)		SY	$ 47.00	=	$ -		$ -
Asphalt Pavement (147 lbs/cf) _" thick		Tons	$ 140.00	=	$ -		$ -
Raised Median, Paved		SF	$ 15.00	=	$ -		$ -
Signs (regulatory/advisory/guide/street)	5.	EA	$ 293.00	=	$ 1,465.00		$ 1,465.00
Epoxy Pavement Marking	2805.	SF	$ 19.00	=	$ 53,295.00		$ 53,295.00
Thermoplastic Pavement Marking		SF	$ 29.00	=	$ -		$ -
Barricade - Type 3		EA	$ 380.00	=	$ -		$ -
Delineator - Type I		EA	$ 38.00	=	$ -		$ -
Curb and Gutter, Type A (6" Vertical)		LF	$ 49.00	=	$ -		$ -
Curb and Gutter, Type B (Median)		LF	$ 50.00	=	$ -		$ -
Curb and Gutter, Type C (Ramp)		LF	$ 51.00	=	$ -		$ -
4" Sidewalk (common areas only)		SY	$ 69.00	=	$ -		$ -
5" Sidewalk	25.	SY	$ 85.00	=	$ 2,125.00		$ 2,125.00
6" Sidewalk		SY	$ 113.00	=	$ -		$ -
8" Sidewalk		SY	$ 141.00	=	$ -		$ -
Pedestrian Ramp	2.	EA	$ 1,961.00	=	$ 3,922.00		$ 3,922.00
Cross Pan, local (8" thick, 6' wide to include return)		LF	$ 87.00	=	$ -		$ -
Cross Pan, collector (9" thick, 8' wide to include return)	100.	LF	$ 131.00	=	$ 13,100.00		$ 13,100.00
Curb Opening with Drainage Chase		EA	$ 2,341.00	=	$ -		$ -
Guardrail Type 3 (W-Beam)		LF	$ 87.00	=	$ -		$ -
Guardrail Type 7 (Concrete)		LF	$ 104.00	=	$ -		$ -
Guardrail End Anchorage		EA	$ 2,485.00	=	$ -		$ -
Guardrail Impact Attenuator		EA	$ 22,568.00	=	$ -		$ -
Sound Barrier Fence (CMU block, 6' high)		LF	$ 113.00	=	$ -		$ -
Sound Barrier Fence (panels, 6' high)		LF	$ 115.00	=	$ -		$ -
Electrical Conduit, Size =		LF	$ 33.00	=	$ -		$ -
Traffic Signal, (provide engineer's estimate)		EA		=	$ -		$ -
Survey Monumentation		EA	$ 638.00	=	$ -		$ -
				=	$ -		$ -

PROJECT INFORMATION		
Project Name: HILLPOINTE PETERSON	**Date: 2026-08-14**	**PCD File No. PPR2613**

Description	Quantity	Units	Unit Cost		Total	(with Pre-Plat Construction) % Complete	Remaining	
				=	$ -		$ -	*
				=	$ -		$ -	*
[Insert items not listed but part of construction plans]				=	$ -		$ -	*
STORM DRAIN IMPROVEMENTS								*
Concrete Box Culvert (M Standard), Size (W x H)		LF		=	$ -		$ -	*
18" Reinforced Concrete Pipe		LF	$ 111.00	=	$ -		$ -	*
24" Reinforced Concrete Pipe		LF	$ 161.00	=	$ -		$ -	*
30" Reinforced Concrete Pipe		LF	$ 167.00	=	$ -		$ -	*
36" Reinforced Concrete Pipe		LF	$ 191.00	=	$ -		$ -	*
42" Reinforced Concrete Pipe		LF	$ 275.00	=	$ -		$ -	*
48" Reinforced Concrete Pipe		LF	$ 349.00	=	$ -		$ -	*
54" Reinforced Concrete Pipe		LF	$ 465.00	=	$ -		$ -	*
60" Reinforced Concrete Pipe		LF	$ 476.00	=	$ -		$ -	*
66" Reinforced Concrete Pipe		LF	$ 550.00	=	$ -		$ -	*
72" Reinforced Concrete Pipe		LF	$ 616.00	=	$ -		$ -	*
18" Corrugated Steel Pipe		LF	$ 136.00	=	$ -		$ -	*
24" Corrugated Steel Pipe		LF	$ 229.00	=	$ -		$ -	*
30" Corrugated Steel Pipe		LF	$ 244.00	=	$ -		$ -	*
36" Corrugated Steel Pipe		LF	$ 244.00	=	$ -		$ -	*
42" Corrugated Steel Pipe		LF	$ 226.00	=	$ -		$ -	*
48" Corrugated Steel Pipe		LF	$ 465.00	=	$ -		$ -	*
54" Corrugated Steel Pipe		LF	$ 459.00	=	$ -		$ -	*
60" Corrugated Steel Pipe		LF	$ 501.00	=	$ -		$ -	*
66" Corrugated Steel Pipe		LF	$ 580.00	=	$ -		$ -	*
72" Corrugated Steel Pipe		LF	$ 654.00	=	$ -		$ -	*
78" Corrugated Steel Pipe		LF	$ 728.00	=	$ -		$ -	*
84" Corrugated Steel Pipe		LF	$ 901.00	=	$ -		$ -	*
Flared End Section (FES) RCP Size = (unit cost = 6x pipe unit cost)		EA		=	$ -		$ -	*
Flared End Section (FES) CSP Size = (unit cost = 6x pipe unit cost)		EA		=	$ -		$ -	*
				=	$ -		$ -	*
[Insert items not listed but part of construction plans]				=	$ -		$ -	*
End Treatment- Headwall		EA		=	$ -		$ -	*
End Treatment- Wingwall		EA		=	$ -		$ -	*
End Treatment - Cutoff Wall		EA		=	$ -		$ -	*
Curb Inlet (Type R) L=5', Depth < 5'		EA	$ 8,814.00	=	$ -		$ -	*
Curb Inlet (Type R) L=5', 5' ≤ Depth < 10'		EA	$ 10,835.00	=	$ -		$ -	*
Curb Inlet (Type R) L =5', 10' ≤ Depth < 15'		EA	$ 12,208.00	=	$ -		$ -	*
Curb Inlet (Type R) L =10', Depth < 5'		EA	$ 11,438.00	=	$ -		$ -	*
Curb Inlet (Type R) L =10', 5' ≤ Depth < 10'		EA	$ 12,689.00	=	$ -		$ -	*
Curb Inlet (Type R) L =10', 10' ≤ Depth < 15'		EA	$ 16,174.00	=	$ -		$ -	*
Curb Inlet (Type R) L =15', Depth < 5'		EA	$ 14,452.00	=	$ -		$ -	*
Curb Inlet (Type R) L =15', 5' ≤ Depth < 10'		EA	$ 17,237.00	=	$ -		$ -	*
Curb Inlet (Type R) L =15', 10' ≤ Depth < 15'		EA	$ 21,610.00	=	$ -		$ -	*
Curb Inlet (Type R) L =20', Depth < 5'		EA	$ 16,499.00	=	$ -		$ -	*
Curb Inlet (Type R) L =20', 5' ≤ Depth < 10'		EA	$ 20,012.00	=	$ -		$ -	*
Grated Inlet (Type C), Depth < 5'		EA	$ 8,156.00	=	$ -		$ -	*
Grated Inlet (Type D), Depth < 5'		EA	$ 11,435.00	=	$ -		$ -	*
Storm Sewer Manhole, Box Base		EA	$ 18,950.00	=	$ -		$ -	*
Storm Sewer Manhole, Slab Base		EA	$ 9,314.00	=	$ -		$ -	*
Geotextile (Erosion Control)		SY	$ 6.00	=	$ -		$ -	*
Rip Rap, d50 size from 6" to 24"		Tons	$ 102.00	=	$ -		$ -	*
Rip Rap, Grouted		Tons	$ 136.00	=	$ -		$ -	*
Drainage Channel Construction, Size (W x H)		LF		=	$ -		$ -	*
Drainage Channel Lining, Concrete		CY	$ 815.00	=	$ -		$ -	*
Drainage Channel Lining, Rip Rap		CY	$ 234.00	=	$ -		$ -	*
Drainage Channel Lining, Grass		AC	$ 2,100.00	=	$ -		$ -	*
Permanent Drainage Channel Lining or Roadside Ditch TRM		SY	$ 13.00	=	$ -		$ -	*
				=	$ -		$ -	*
				=	$ -		$ -	*
				=	$ -		$ -	*
[Insert items not listed but part of construction plans]				=	$ -		$ -	*
* - Subject to defect warranty financial assurance. A minimum of 20% shall be retained until final acceptance (MAXIMUM OF 80% COMPLETE ALLOWED)			**Section 2 Subtotal**	**=**	**$ 77,673.00**		**$ 77,673.00**	*

PROJECT INFORMATION		
Project Name: HILLPOINTE PETERSON	Date: 2026-08-14	PCD File No. PPR2613

Description	Quantity	Units	Unit Cost		Total	(with Pre-Plat Construction) % Complete	(with Pre-Plat Construction) Remaining
SECTION 3 - COMMON DEVELOPMENT IMPROVEMENTS (Private or District and NOT Maintained by EPC)**							
ROADWAY IMPROVEMENTS							
Aggregate Base Course (135 lbs/cf)	3663.	CY	$ 81.00	=	$ 296,703.00		$ 296,703.00
Asphalt Pavement (4" thick)	21976.	SY	$ 31.00	=	$ 681,256.00		$ 681,256.00
Curb and Gutter, Type A (6" Vertical)	11346.	LF	$ 49.00	=	$ 555,954.00		$ 555,954.00
5' Sidewalk	5038.	SY	$ 85.00	=	$ 428,230.00		$ 428,230.00
Pedestrian Ramp	50.	EA	$ 1,961.00	=	$ 98,050.00		$ 98,050.00
				=	$ -		$ -
STORM DRAIN IMPROVEMENTS (Exception: Permanent Pond/BMP shall be itemized under Section 1)							
Curb Inlet (Type R) L=5', Depth < 5'	20.	EA	$ 8,814.00	=	$ 176,280.00		$ 176,280.00
Curb Inlet (Type R) L=10', Depth < 5'	1.	EA	$ 11,438.00	=	$ 11,438.00		$ 11,438.00
HDPE/RCP Storm Main Pipe	2973.	LF	$ 150.00	=	$ 445,950.00		$ 445,950.00
Storm Sewer Manhole, Slab Base	23.	EA	$ 9,314.00	=	$ 214,222.00		$ 214,222.00
				=	$ -		$ -
				=	$ -		$ -
WATER SYSTEM IMPROVEMENTS							
Water Main Pipe (PVC), Size 8"	3123.	LF	$ 90.00	=	$ 281,070.00		$ 281,070.00
Water Main Pipe (Ductile Iron), Size 8"		LF	$ 105.00	=	$ -		$ -
Gate Valves, 8"	89.	EA	$ 2,599.00	=	$ 231,311.00		$ 231,311.00
Fire Hydrant Assembly, w/ all valves	13.	EA	$ 9,228.00	=	$ 119,964.00		$ 119,964.00
Water Service Line Installation, inc. tap and valves	468.	EA	$ 1,852.00	=	$ 866,736.00		$ 866,736.00
Fire Cistern Installation, complete		EA		=	$ -		$ -
				=	$ -		$ -
[Insert items not listed but part of construction plans]				=	$ -		$ -
SANITARY SEWER IMPROVEMENTS							
Sewer Main Pipe (PVC), Size 8"	2146.	LF	$ 90.00	=	$ 193,140.00		$ 193,140.00
Sanitary Sewer Manhole, Depth < 15 feet	11.	EA	$ 6,136.00	=	$ 67,496.00		$ 67,496.00
Sanitary Service Line Installation, complete		EA	$ 1,962.00	=	$ -		$ -
Sanitary Sewer Lift Station, complete		EA		=	$ -		$ -
				=	$ -		$ -
[Insert items not listed but part of construction plans]				=	$ -		$ -
LANDSCAPING IMPROVEMENTS (For subdivision specific condition of approval, or PUD)							
SEE SEPARATE TABLE FOR LANDSCAPE IMPS.	1.	EA	$777,247.00	=	$ 777,247.00		$ 777,247.00
		EA		=	$ -		$ -
		EA		=	$ -		$ -
		EA		=	$ -		$ -
		EA		=	$ -		$ -
** - Section 3 is not subject to defect warranty requirements			**Section 3 Subtotal**	=	**$ 5,445,047.00**		**$ 5,445,047.00**
AS-BUILT PLANS (Public Improvements inc. Permanent WQCV BMPs)		LS		=	$ -		$ -
POND/BMP CERTIFICATION (inc. elevations and volume calculations)		LS		=	$ -		$ -

Total Construction Financial Assurance **$ 5,862,997.20**
(Sum of all section subtotals plus as-builts and pond/BMP certification)

Total Remaining Construction Financial Assurance (with Pre-Plat Construction) **$ 5,862,997.20**
(Sum of all section totals less credit for items complete plus as-builts and pond/BMP certification)

Total Defect Warranty Financial Assurance **$ 68,326.40**
(20% of all items identified as (*). To be collateralized at time of preliminary acceptance)

Approvals

I hereby certify that this is an accurate and complete estimate of costs for the work as shown on the Grading and Erosion Control Plan and Construction Drawings associated with the Project.

COLORADO LICENSED
RICHARD D. LYON
53921
PROFESSIONAL ENGINEER

Engineer (P.E. Seal Required)

8/14/2026

Approved by Owner / Applicant Date

Approved by El Paso County Engineer / ECM Administrator Date

EXHIBIT C

Lot 1 Hillpointe Apartments at Peterson SDP (PPR-26-13)
Highlighted Scopes of Work
(All other public subdivision improvements via SF2420)

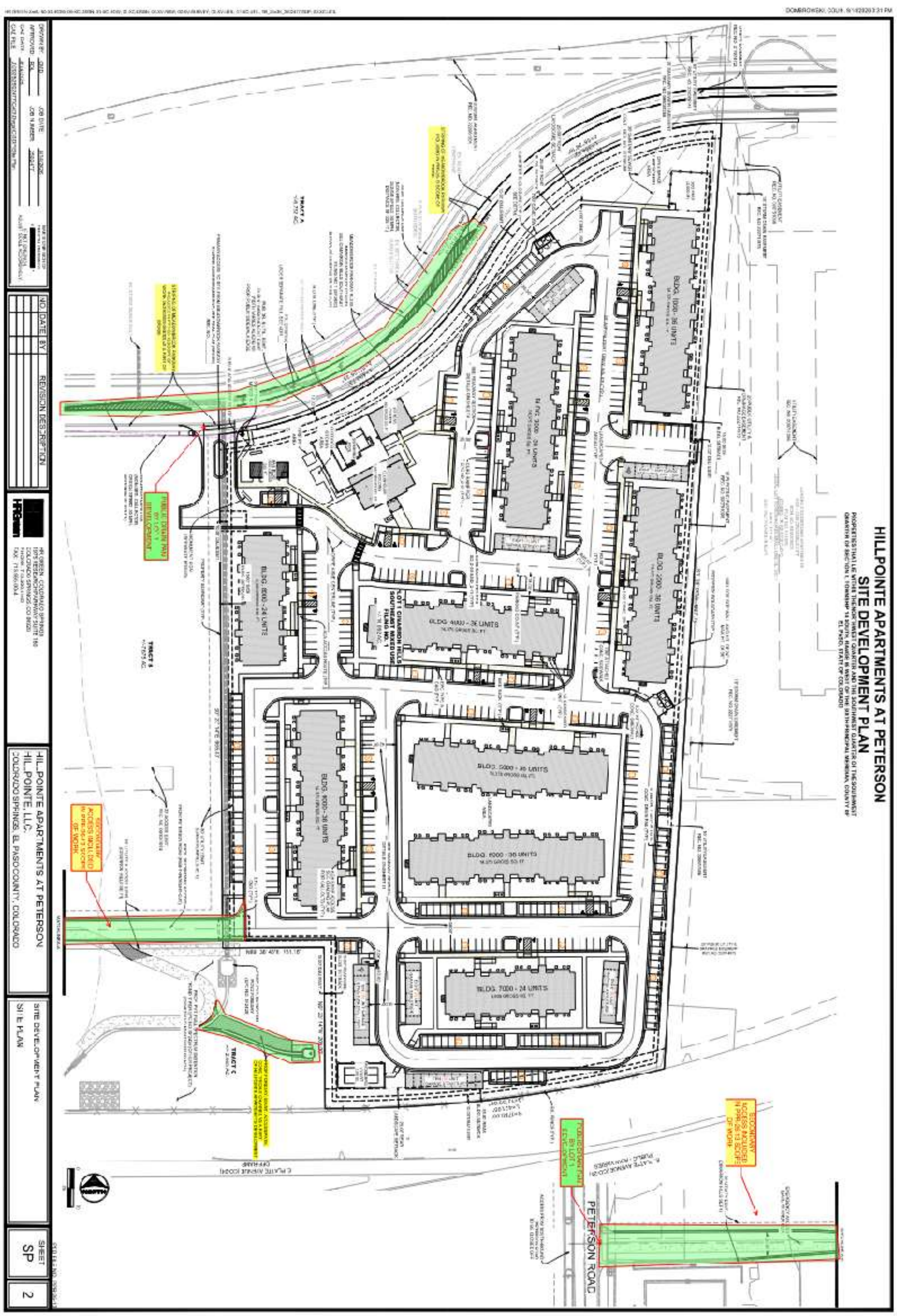

EXHIBIT D

HP-257003 Acquisition Property

PARCEL I:

LOT 2, SOFTBALL WEST SUBDIVISION NO. 2,
EXCEPT THAT PORTION THEREOF DESCRIBED IN WARRANTY DEED RECORDED AUGUST 16, 2004 AT RECEPTION NO. 204138478, COUNTY OF EL PASO, STATE OF COLORADO.

PARCEL II:

THAT PORTION OF LOT 2, SOFTBALL WEST SUBDIVISION, LOCATED IN THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 14 SOUTH, RANGE 67 WEST OF THE 6TH P.M., SITUATE IN EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2 (ALL BEARINGS IN THIS DESCRIPTION ARE RELATIVE TO THOSE PLATTED IN SAID SUBDIVISION); THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT AND ALONG THE SOUTHERLY LOT LINE OF SAID LOT 2, SAID CURVE HAVING A CENTRAL ANGLE OF 13°33'05", A RADIUS OF 1780.00 FEET, AN ARC LENGTH OF 421.00 FEET (THE CHORD TO SAID CURVE BEARS S83°46'10"W, 420.02 FEET); THENCE° N08°09'05"E, 454.20 FEET TO A POINT ON THE NORTHERLY LOT LINE OF SAID LOT 2; THENCE N89°31'21"E ALONG SAID NORTHERLY LOT LINE, 385.14 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE S04°29'29"W ALONG THE EASTERLY LOT LINE OF SAID LOT 2, 408.49 FEET TO THE POINT OF BEGINNING, COUNTY OF EL PASO, STATE OF COLORADO,

PARCEL III:

LOT 1, SOFTBALL WEST SUBDIVISION NO. 2, COUNTY OF EL PASO, STATE OF COLORADO.