

INFRASTRUCTURE IMPROVEMENTS AGREEMENT
(Procedure B)

AGREEMENT TO CONSTRUCT
PUBLIC AND/OR PRIVATE INFRASTRUCTURE IMPROVEMENTS

THIS AGREEMENT is made this (Date) June 4th 2021, by and between the City of Albuquerque, New Mexico ("City"), whose address is P. O. Box 1293 (One Civic Plaza), Albuquerque, New Mexico 87103, and SC³ Development, Inc. LLC. ("Developer"), a New Mexico Corporation, [state the type of business entity e.g. "New Mexico corporation," "general partnership," "individual," etc.] _____, whose email is kyle@sc3development.com, whose address is 4020 Vassar Dr. NE Ste H (City) Albuquerque, (State) NM (Zip Code) 87107 and whose telephone number is 505-681-9932, in Albuquerque, New Mexico, and is entered into as of the date of final execution of this Agreement.

1. Recital. The Developer is developing certain lands within the City of Albuquerque, Bernalillo County, New Mexico, known as [existing legal description:] Tract A-1-A-5 and A-4 Mesa Del Sol Innovation Park recorded on 12/31/2019, attached, pages 1 through 4, as Document No. 2019111900 in the records of the Bernalillo County Clerk, State of New Mexico (the "Developer's Property"). The Developer certifies that the Developer's Property is owned by [state the name of the present real property owner exactly as shown on the real estate document conveying title for the Developer's Property to the present owner:] SC³ International ("Owner").

The Developer has submitted and the City has approved a Preliminary Plat or Site Plan identified as Final Plat - Tract A-1-A-5-A, A-1-A-5-B, A-1-A-5-C & A-4-A describing Developer's Property ("Developer's Property"). If this Agreement is for a "Phase" as identified on the Infrastructure List, then the Phase shall be added to the Preliminary Plat or Site Plan identified above.

As a result of the development of the Developer's Property, the Integrated Development Ordinance ("I.D.O.") requires the Developer, at no cost to the City, to install certain public and/or private improvements, which are reasonably related to the development of the Developer's Property, or to financially guarantee the construction of the public and/or private improvements as a prerequisite to approval of the Final Plat, Building Permit or the Site Plan.

2. Improvements and Construction Deadline. The Developer agrees to install and complete the public and/or private improvements described in **Exhibit A**, the required Infrastructure List ("Improvements"), to the satisfaction of the City, on or before the 5/1/22 ("Construction Completion Deadline"), at no cost to the City. All of the improvements on **Exhibit A** are to be included in this Agreement, unless the Development Review Board (DRB) has approved phasing of the improvements, or the DRB has approved them as "Deferred" and they are shown in greater detail on the Developer's proposed and approved plans, which have been filed with the City Engineer and are identified as Project No. 393581.



Note: To compute the Construction Completion Deadline: If a final plat will be filed after Developer meets the requirements of this Agreement, the Construction Completion Deadline can be no later than two years after execution of this Agreement. (See DPM, Chapter 5.) If a final plat will not be filed pursuant to this Agreement, the Construction Completion Deadline can be no later than one year after approval of the preliminary plat by the City’s Development Review Board (“DRB”), unless the DRB grants an extension, not to exceed one additional year per extension, and the Developer processes an amendment to the Agreement. If this Agreement, with any amendments does not utilize the maximum time allowed for completion of construction, the Developer may obtain an extension of the Construction Completion Deadline if the Developer shows adequate reason for the extension.

3. Albuquerque Bernalillo County Water Utility Authority (“ABCWUA”) and Albuquerque Metropolitan Arroyo Flood Control Authority (“AMAFCA”). Pursuant to the Memorandum of Understanding between the City of Albuquerque and ABCWUA dated March 21, 2007, and the Memorandum of Understanding with AMAFCA dated February 6, 2013, the City is authorized to act on behalf of the ABCWUA and AMAFCA with respect to improvements that involve water and sewer infrastructure.

4. Work Order Requirements. The City agrees to issue a Work Order after:

A. The Developer causes to be submitted all documents, and meets all requirements listed in Development Process Manual (“DPM”), Chapter 2, Work Order Process.

B. The Developer complies with all applicable laws, ordinances and regulations, including, but not limited to the City Excavation Ordinance and Sidewalk Ordinance, and pays the following required engineering, staking, testing fees, and other related City fees and County Clerk recording fees:

Type of Fee	Amount
Engineering Fee	3.6%
Street Excavation and Barricading Ordinance and street restoration fees	As required per City-approved estimate (Figure 4)

Note: The Developer must pay the City all City fees which have been incurred during construction before the City will accept the public Improvements.

C. The Developer must procure a New Mexico licensed Contractor to construct the improvements per the specifications contained in the City-approved construction drawings. The Contractor shall provide proof of proper licensure to complete the improvements. If the Contractor that has been identified by the Developer does not possess all of the proper licenses for the improvements then proof of proper licensure of the subcontractors must be provided. The

Developer's Contractor shall obtain a Performance & Warranty bond and a Labor & Materials bond utilizing the bond templates provided and approved by the City. The mandatory bonds obtained by the Contractor are independent of, and in addition to, the Financial Guaranty provided by the Developer. If the Developer or the City determines that the Contractor failed to faithfully construct or maintain the specified and warranted work, the Developer and the City shall each have standing to make claim on the applicable bonds.

5. Surveying, Inspection and Testing. The Improvements shall be inspected, surveyed and tested in accordance with all applicable laws, ordinances, and regulations, and according to the following terms:

A. Construction Surveying. Construction surveying for the construction of the public Improvements shall be performed by Huitt-Zollar, Inc., and construction surveying of the private Improvements shall be performed by Huitt-Zollars, Inc.. If the construction surveying is performed by an entity other than the City, the City may monitor the construction surveying and the Developer shall ensure that the construction surveying entity provides all construction surveying field notes, plats, reports and related data to the City which the City requires for review. Record drawings shall be provided by the entity performing the survey. The Developer shall pay the City a reasonable fee for any construction surveying performed by the City.

B. Construction Inspection Methods. Inspection of the construction of the public Improvements shall be performed by Huitt-Zollars, Inc. and inspection of the private Improvements shall be performed by Huitt-Zollars, Inc., both New Mexico Registered Professional Engineers. If the inspection is performed by an entity other than the City, the City may monitor the inspection and the Developer shall ensure that the inspecting entity provides all inspection results, reports and related data to the City which the City requires for review. The City retains the right to perform its own general overall inspection of the construction project at any time prior to final acceptance of the Improvements, if deemed necessary or advisable by the City Engineer. The Developer shall pay the City a reasonable fee for the level of inspection performed by the City.

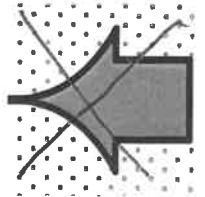
C. Field Testing. Field testing of the construction of the public Improvements shall be performed by Western Technologies, Inc., and field testing of the private Improvements shall be performed by Western Technologies, Inc. both certified testing laboratories under the supervision of a New Mexico Registered Professional Engineer, in accordance with the current City of Albuquerque Standard Specifications for Public Works Construction. If any field testing is performed by an entity other than the City, the City may monitor the field testing and the Developer shall ensure that the field testing entity provides all field testing results, reports and related data to the City which the City requires for review. The Developer shall pay the City a reasonable fee for any field testing performed by the City.

D. Additional Testing. The City retains the right to perform all additional testing which the City Engineer deems is necessary or advisable, and the Developer shall pay the City a reasonable fee therefore.

6. Financial Guaranty. If final plat approval is not requested prior to construction of the Developer's Property, a financial guaranty is not required. If final plat approval is requested, the Developer must provide the City with a financial guaranty in an amount of not less than 125% of the estimated cost of constructing the Improvements, as approved by the City Engineer. The financial guaranty must be irrevocable and may be in the form of a letter of credit, escrow deposit, or loan reserve letter issued by a Federally Insured Financial Institution; a bond issued by a surety qualified to do business in New Mexico; or other pledge of liquid assets which meets all City requirements. The City must be able to call the financial guaranty at any time within the sixty (60) days immediately following the Construction Completion Deadline.

To meet the City's I.D.O. requirements, the Developer has acquired, or is able to acquire, the following Financial Guaranty:

Type of Financial Guaranty: USI SOUTHWEST BOND
Amount: \$ 6,782,180.84
Name of Financial Institution or Surety providing Guaranty:
USI SOUTHWEST
Date City first able to call Guaranty (Construction Completion Deadline):
5/11/21 11/15/2021
If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call Guaranty is: _____
Additional information: _____



7. Notice of Start of Construction. Before construction begins, the Developer shall arrange for a preconstruction conference and all required inspections.

8. Completion, Acceptance and Termination. When the City receives Developer's final acceptance package, the City shall review it for completeness and accuracy. (See DPM Chapter 2). If the package is acceptable, the City shall approve the package and issue a Certificate of Completion and Acceptance for the Public Improvements and a Certificate of Completion for the Private Improvements. Thereafter, the Developer's obligations to the City pursuant to this Agreement shall terminate, with the exception of the bond or other guarantee which the Developer has provided to assure the materials and workmanship, as required by the I.D.O. After the City approves the final acceptance package, the City will promptly release this Agreement and the Financial Guaranty.

9. Conveyance of Property Rights. When the Improvements are completed, if the City does not own the real property upon, or in which, the public Improvements are constructed, the Developer will convey to the City all real and personal property rights which the City deems reasonably necessary, and all public Improvements, free and clear of all claims, encumbrances and liens before the City will accept the public Improvements. Conveyance may be made by appropriate dedication on the final plat.

10. Reduction of Financial Guaranty Upon Partial Completion. The Developer shall be

entitled to a reduction of the Financial Guaranty as a result of completing construction of part of the Improvements if the following conditions are met:

A. Loan Reserve Financial Guaranty. If a loan reserve letter was provided as the Financial Guaranty, the Developer must follow the procedures and meet the requirements detailed in the DPM, Chapter 2.

B. Non-Loan Reserve Financial Guaranty. If a Financial Guaranty other than a loan reserve letter has been provided, the completed Improvements must be free-standing, functionally independent of any Improvements which have not yet been completed, and completed in substantial compliance with the approved construction plans, as determined by City on-site inspection in order to qualify for a Financial Guaranty reduction. If the Improvements which have been completed meet all City requirements, the City Engineer will estimate the cost of completing the remaining Improvements. Thereafter, the Developer must submit the following documents to the City for review and approval:

(1) A revised Financial Guaranty in an amount of not less than 125% of the cost of completing the remaining Improvements, as estimated by the City;

(2) A bond or other instrument acceptable to the City, which guarantees the completed Improvements against defective materials and workmanship for the period required by the I.D.O.

(3) Conveyance of real and personal property rights which meet the requirements of section 8 of this Agreement.

After the City receives and approves the required documents, the City shall issue a Partial Certificate of Completion and Acceptance for the completed public Improvements and a Certificate of Partial Completion for the completed private Improvements.

11. Indemnification. Until the Improvements are accepted by the City, the Developer shall be solely responsible for maintaining the premises upon which the Improvements are being constructed in a safe condition. The Developer agrees to indemnify and hold harmless the City and its officials, agents and employees and, if the Improvements include water and wastewater infrastructure, the ABCWUA, its employees, officers and agents, from any claims, actions, suits or other proceedings arising from or out of the acts or omissions of the Developer, its agents, representatives, contractors or subcontractors or arising from the failure of the Developer, its agents, representatives, contractors or subcontractors to perform any act or duty required of the Developer herein. The indemnification required hereunder shall not be limited as a result of the specifications of any applicable insurance coverage. Nothing herein is intended to impair any right or immunity under the laws of the State of New Mexico.

12. Assignment. This Agreement shall not be assigned without the prior written consent of the City and the Developer and the express written concurrence of any financial institution or surety which has undertaken to guarantee the completion of the Improvements. The City's approval will not be withheld unreasonably. If so assigned, this Agreement shall extend to and

be binding upon the successors and assigns of the parties hereto.

13. Release. If the Developer's Property or any part thereof is sold, conveyed or assigned, the City will not release the Developer from its obligations under this Agreement and will continue to hold the Developer responsible for all Improvements until a successor in interest to the Developer has entered into an Infrastructure Improvement Agreement with the City. Thereafter, if the Developer's successor in interest has provided a substitute financial guaranty acceptable to the City, the City will release this Agreement and any related Financial Guaranty.

14. Payment for Incomplete Improvements. If the Developer fails to satisfactorily complete construction of the Improvements by the Construction Completion Deadline, the City may construct or cause the Improvements to be constructed as shown on the final plat and in the approved plans and specifications. The Developer shall be jointly and severally liable to pay to, and indemnify the City for the total cost, including, but not limited to, engineering, legal, and contingent costs, together with any damages, either direct or consequential, which the City may sustain as a result of Developer's failure to perform as required by this Agreement. If the direct or indirect costs and damages to the City exceed the amount of the City's Claim of Lien or any Financial Guaranty, the Developer shall be liable to, and shall pay, the City for all such costs and damages. The surety or sureties shall be jointly and severally liable to pay to and indemnify the City for the total cost to the extent of their obligations pursuant to any Financial Guaranty.

15. Binding on Developer's Property. The provisions of this Agreement constitute covenants running with Developer's Property for the benefit of the City and its successors and assigns until terminated, and are binding on the Developer and the Owner and their heirs, successors and assigns.

16. Notice. For purposes of giving formal written notice, including notice of change of address, the Developer's and the City's addresses are as stated in the first paragraph of this Agreement. Notice may be given either in person or by certified U.S. mail, postage paid. Notice will be considered to have been received within six (6) days after the notice is mailed if there is no actual evidence of receipt.

17. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

18. Changes to Agreement. Changes to this Agreement are not binding unless made in writing, signed by both parties.

19. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement will remain valid and enforceable if the remainder is reasonably capable of completion.

20. Captions. The captions to the sections or paragraphs of this Agreement are not part of this Agreement and will not affect the meaning or construction of any of its provisions.

21. Form Not Changed. Developer agrees that changes to this form are not binding unless initialed

by the Developer and signed by the City Legal Department on this form.

22. Authority to Execute. If the Developer signing below is not the Owner of the Developer's Property, the Owner must execute the Power of Attorney below.

Executed on the date stated in the first paragraph of this Agreement.

DEVELOPER: SC³ Development

By [Signature]: [Signature]
Name [Print]: J. KYLE BOOTHAIN
Title: PRESIDENT
Dated: 12 APRIL 2021

DEVELOPER'S NOTARY

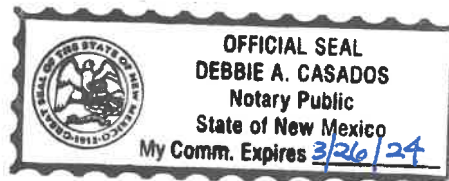
STATE OF New Mexico)
COUNTY OF Bernalillo) ss.

This instrument was acknowledged before me on this 12 day of April, 2021, by
[name of person:] Kyle Boothaine, [title or capacity, for instance,
"President" or "Owner":] President of
[Developer:] SC³ Development.

(SEAL)

[Signature]
Notary Public

My Commission Expires: 3/26/24



POWER OF ATTORNEY

NOTE: Must be signed and notarized by the owner if the Developer is not the owner of the Developer's Property.

STATE OF New Mexico)
) ss.
COUNTY OF Bernalillo)

[State name of present real property owner exactly as shown on the real estate document conveying title for the Developer's Property to the present owner:]

MOS INVESTMENTS, LLC ("Owner"), of [address:]

4020 VASSAR DR. NE SUITE H. [City:]

ALBUQUEQUE, [State:] N.M. [zip code:] 87107 hereby

makes, constitutes and appoints [name of Developer:]

SC3 DEVELOPMENT, LLC ("Developer") as my true and lawful attorney in fact, for me and in my name, place and stead, giving unto the Developer full power to do and perform all and every act that I may legally do through an attorney in fact, and every proper power necessary to meet the City of Albuquerque's ("City") Integrated Development Ordinance requirements regarding the real estate owned by me and described in Section 1 of the Infrastructure Improvements Agreement ("Agreement") above, including executing the Agreement and related documents required by the City, with full power of substitution and revocation, hereby ratifying and affirming what the Developer lawfully does or causes to be done by virtue of the power herein conferred upon the Developer.

This Power of Attorney can only be terminated: (1) by a sworn document signed and notarized by the Owner, which shall be promptly delivered to the City Engineer in order to provide notice to City of the termination of this Power of Attorney; or (2) upon release of the Agreement by the City.

NOTE: Alternate wording may be acceptable, but must be submitted to the City Legal Department for review and approval before the final contract package is submitted to the City for review. The City may require evidence of ownership and/or authority to execute the Power of Attorney, if the Owner is not the Developer. If Owner is a corporation, the Power of Attorney must be signed by the president or by someone specifically empowered by the Board of Directors, in which case the corporate Secretary's certification and a copy of the Board's resolution empowering execution must accompany this document.

OWNER

By [Signature:]: St. B. Chavez

Name [Print]: STEVEN B. CHAVEZ

Title: MANAGING PARTNER / MDS INVESTMENTS, LLC

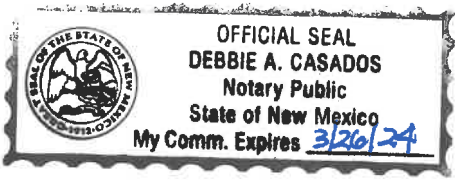
Dated: 4/13/21

The foregoing Power of Attorney was acknowledged before me on April 13, 2021 by [name of person:] Steven B. Chavez, [title or capacity, for instance "President":] Managing Member of [Owner:] MDS Investments, LLC on behalf of the Owner.

(SEAL)

Debbie A. Casados
Notary Public

My Commission Expires: 3/26/24



**FIGURE 16
INFRASTRUCTURE BOND
(Procedure B)**

Bond No. [Surety's No:] 800081552

INFRASTRUCTURE IMPROVEMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we [name of Developer:] SC3 DEVELOPMENT, LLC ("Developer") a [state type of business entity, e.g. "New Mexico corporation," "general partnership," "individual," etc.] Limited Liability Company as "Principal", and [name of surety:] ATLANTIC SPECIALTY INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New York and authorized to do business in the State of New Mexico, as "Surety," are held and firmly bound unto the CITY OF ALBUQUERQUE in the penal sum of [written amount:] SIX MILLION SEVEN HUNDRED EIGHTY-TWO THOUSAND ONE HUNDRED EIGHTY AND 84/100 Dollars, ([amount in figures:] \$ 6,782,180.84), as amended by change orders approved by the Surety or changes to the infrastructure list approved by the City Development Review Board, the payment of which is well and truly to be made, and each of us bind ourselves, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, and firmly by these presents.

NOW, THEREFORE, the condition of the above obligation is such that:

WHEREAS, the Principal is the owner of and/or is interested in or is developing land and premises known as [name of Developer's Property:] BOBBY FOSTER & UNIVERSITY BLVD. IMPROVEMENTS ("Developer's Property"), City Project No. 3935.81 ; and

WHEREAS, said Developer's Property is subject to the provisions and conditions of the ordinance of the CITY OF ALBUQUERQUE known as the Integrated Development Ordinance, the requirements of which include the installation of various other improvements by the Principal; and

WHEREAS, the Integrated Development Ordinance also requires the Principal to install and construct the following improvements at the Developer's Property: [list the improvements, e.g., water, sewer, pavement, sidewalks:] BOBBY FOSTER & UNIVERSITY BLVD. IMPROVEMENTS

("Improvements")

All construction shall be performed in accordance with the Agreement to Construct Public and/or Private Infrastructure Improvements Agreement entered into between [name of Developer:] SC3 DEVELOPMENT, LLC and the CITY OF ALBUQUERQUE, as recorded in the office of the Clerk of Bernalillo County, New Mexico, on MARCH 26 , 2021 as Document Number 2019111900 , as amended by change order or amendments to the agreement.

Bond No. [surety's No:] 800081552

NOW, THEREFORE, if the Principal completes construction of the Improvements and facilities and performs the work hereinabove specified to be performed, all on or before [Construction Completion Deadline established in Agreement or as amended:] DECEMBER 1, 2021 ("the "Construction Completion Deadline"), then this obligation shall be null and void; if the Principal does not complete construction by or before the Construction Completion Deadline, the City may call on this obligation until released by the City.

IN WITNESS WHEREOF, this bond has been executed 4TH day of MAY, 2021.

DEVELOPER

SC3 DEVELOPMENT, LLC

By [signature:] [Signature]
Name: J. KYUR BOOTHANE
Title: PRESIDENT
Dated: 4 MAY 2021

SURETY

ATLANTIC SPECIALTY INSURANCE COMPANY
By [signature:] [Signature]
Name: DEAN E. VIGIL
Title: ATTORNEY-IN-FACT
Dated: MAY 4, 2021



*NOTE: Power of Attorney for Surety must be attached.



RIDER

This Rider shall be attached to and form part of the General Agreement of Indemnity made and entered into by Integrated Control Systems, Inc., Ekore, LLC, Mechanical Control Solutions, LLC, SC3 International, LLC, Control Systems Properties, LLC, Steven B. Chavez in favor of the Surety, dated August 31, 2016, and as may have been amended from time to time, (hereinafter "Agreement"). It is hereby agreed that:

- 1. All capitalized terms not defined in this Rider shall have the meaning given to them in the Agreement.
- 2. This Rider shall take effect and form part of the Agreement immediately upon execution.
- 3. The following individual(s) and/or business entities shall be added to the Agreement as Indemnitor(s) and shall be bound to Surety under the Agreement as outlined in Paragraph 5:

<u>Name</u>	<u>Social Security or Tax ID Number</u>
SC3 Development LLC	83-0943153

- 4. Pursuant to Paragraph 7 of the General Conditions of the Agreement, the addition to the Agreement of the Indemnitor(s) named in Paragraph 3 above shall be effected by written rider executed by such Indemnitor only.
- 5. Surety agrees the following language located in the Definitions section of the Agreement: "Principal: One or more Indemnitors" is hereby deleted and replaced by "Principal: One or more individuals and/or business entities specifically listed on the Agreement dated August 31, 2016." Therefore, the individual(s) and/or business entities outlined in Paragraph 3 will herein solely be defined as Indemnitors and are not defined as Principal(s) per the Agreement.

IN WITNESS WHEREOF, we have signed this 3rd day of May, 2021

By affixing their signature hereto, each Indemnitor signing on behalf of a business entity warrants that each is duly authorized by Indemnitor to bind Indemnitor hereto.

ENTITY INDEMNITOR ACKNOWLEDGEMENT

Entity Name: SC3 Development LLC
 BY: [Signature]
 Name: Steven B. Chavez Title: Managing Member
 Address: 4020 Vassar Dr. NE, Suite H, Albuquerque, NM 87107
 Entity Tax ID #: 83-0943153

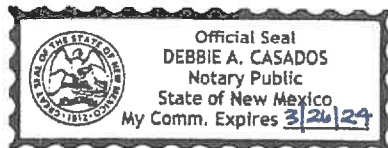
STATE OF New Mexico, COUNTY OF Bernalillo:
On 5/3/21, before me, Debbie A Casados

(insert name and title of notary/officer)
personally appeared Steven B. Chavez, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New Mexico that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature: [Signature] (SEAL)





Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Muriel Bray, Carl S. Conlee III, Linda D. Dooley, Bartley H. Kinney III, Dean E. Vigil, James D Zanios**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

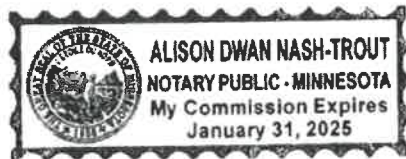
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.




By 
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.





Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 4th day of May, 2021




Kara Barrow, Secretary

This Power of Attorney expires
January 31, 2025

FIGURE 12

INFRASTRUCTURE LIST

EXHIBIT "B"



Date Submitted: 2-10-2021
Date Site Plan Approved: _____
Date Preliminary Plat Approved: NA
Date Preliminary Plat Expires: NA
DRB Project No.: PR-2020-004138
DRB Application No.:

Bobby Foster & University Boulevard Improvements
PROPOSED NAME OF SITE DEVELOPMENT PLAN

Tract A-1-A-5
EXISTING LEGAL DESCRIPTION PRIOR TO PLATTING ACTION

Following is a summary of PUBLIC/PRIVATE Infrastructure required to be constructed or financially guaranteed for the above development. This Listing is not necessarily a complete listing. During the SIA process and/or in the review of the construction drawings, if the DRG Chair determines that applicant items and/or unforeseen items have not been included in the Infrastructure listing, the DRG Chair may include those items in the listing and related financial guarantee. Likewise, if the DRG Chair determines that applicant or non-essential items can be deleted from the listing, those items may be deleted as well as the related portions of the financial guarantees. All such revisions require approval by the DRG Chair, the User Department and agent/owner. If such approvals are obtained, these revisions to the listing will be incorporated administratively. In addition, any unforeseen items which arise during construction which are necessary to complete the project and which normally are the Subdivider's responsibility will be required as a condition of project acceptance and close out by the City.

SIA Sequence #	COA BLDG PERMIT #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cost Engineer
		81' Half RW Section	*****ROADWAY***** Asphalt Pavement; (7' Parking Lane, 6' Bike Lane, (2) 11' Drive Lane); Median Curb and Gutter; Standard Curb and Gutter; 6' Landscape and 6' Sidewalk	SB University Blvd	800' South of Fritts Crossing Drive	Acius Drive	/	/	/
		54' Half RW Section	**Asphalt Pavement; 12' Left Turn Lane (100' Length); 12' Future Left Turn Lane (100' Length) and Transitions	SB University Blvd	SB University Blvd	EB Eastman Crossing	/	/	/
		52' Full RW Section	Asphalt Pavement (7' Park Lane, 6' Bike Lane; (2) 11' Drive Lane); Standard Curb and Gutter; Median Curb and Gutter; (1) 6' Landscape Buffer and (1) 6' Sidewalk	Southern Half Section Bobby Foster	West Tract A-1-A-5 Boundary (Caldera Park)	University Blvd.	/	/	/
		52' RW	**Asphalt Pavement (Auxiliary Lanes); (1) Left Turn Lane - 100' (1) Future Left Turn - 100' and Transition (1) Right Turn Lane - 70' and transition	Southern Half Section Bobby Foster	250' West of University Blvd	University Blvd.	/	/	/
		66' RW	Asphalt Pavement; (2) 14' Shared Lane (2) 7' Parking Lane (1) 14' Shared Lane (2) Standard Curb and Gutter (2) Landscape Buffer (2) 6' Sidewalk Auxiliary Lane; (1) 14' Left Turn Lane - (100' Length) and Transition 96' Asphalt Temp. Pavement	Diebkorn Drive	Sieglitz Avenue	Sieglitz Avenue	/	/	/

SA Sequence #	COA BLDG PERMIT #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Cart Engineer
		66' RW	Pavement Section: (2) 14' Shared Lane (2) 7' Parking Lane (2) Standard Curb and Gutter (2) 3.3' Landscape Buffer (2) 6' Sidewalk Auxiliary Lane: (1) 12' Right Turn Lane - (150' Length) and Transition	Sagan Loop	Bobby Foster	Penn Avenue	/	/	/
		36' RW	Pavement Section: (1) 12' Drive Lane (1) 7' Parking Lane (1) 7' Landscape Buffer (1) 6' Sidewalk (1) 5' Landscape Buffer	Stieglitz Avenue	Diebenkorn Drive	Sagan Loop	/	/	/
			Roadway Lighting, CIP	University Blvd	800' South of Fritts Crossing Drive	Abus Drive	/	/	/
			Pavement transitions - Interim Condition	Bobby Foster West End	New Bobby Foster	Existing Bobby Foster	/	/	/
			*****WATER*****						
		10"	Waterline w/Apertunances	Bobby Foster	West Boundary Tract A-1-A-5	University Blvd	/	/	/
		10"	Waterline w/Apertunances	Diebenkorn Drive	Bobby Foster	Temp Turnaround	/	/	/
		8"	Waterline w/Apertunances	Newhill Drive	Bobby Foster	Stieglitz Avenue	/	/	/
		8"	Waterline w/Apertunances	Sagan Loop	Bobby Foster	Penn Avenue	/	/	/
		10"	Waterline w/Apertunances	Stieglitz Avenue	Diebenkorn Drive	Sagan Loop	/	/	/
			*****SANITARY*****						
		24"	Sanitary Sewer Line and Manholes	Bobby Foster	West Boundary Tract A-1-A-5 (Caldera Park)	University Blvd	/	/	/
		10"	Sanitary Sewer Line and Manholes	Diebenkorn Drive	Bobby Foster	Temp Turnaround	/	/	/
		8"	Sanitary Sewer Line and Manholes	Newhill Drive	Bobby Foster	Stieglitz Avenue	/	/	/
		8"	Sanitary Sewer Line and Manholes	Sagan Loop	Bobby Foster	Penn Avenue	/	/	/
		8"	Sanitary Sewer Line and Manholes	Stieglitz Avenue	Diebenkorn Drive	Sagan Loop	/	/	/

SIA Sequence #	COA BLDG PERMIT #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Onst Engineer
		*16"	*****REUSE WATER***** Reuse Waterline w/Appearances	University Blvd	Ex. 16" Non-Portable Line	Bobby Foster	/	/	/
		*16"	Reuse Waterline w/Appearances	Bobby Foster	Sagan Loop	University Blvd	/	/	/
		*12"	Reuse Waterline w/Appearances	Bobby Foster	West Boundary Tract A-1-A-5 (Caldera Park)	Sagan Loop	/	/	/
		*16"	Reuse Waterline w/Appearances	Sagan Loop	Bobby Foster	Stieglitz Ave (connect to existing)	/	/	/
		8"	Reuse Waterline w/Appearances *****STORM*****	Diekenborn Drive	Bobby Foster	Temp Turnaround	/	/	/
		30"	Storm Drain, Inlets and Manhole *****TRAFFIC SIGNAL & INTERSECTION LIGHTING*****	Sagan Loop	Bobby Foster	Penn Avenue	/	/	/
			**Install Underground Traffic Signal Conduit as part of University Blvd Improvements for Future Traffic Signal (installed when warranted by separate project)	Bobby Foster	Bobby Foster	University Blvd	/	/	/
			Intersection Street Lighting with all appurtenances (pullboxes, conduits, transformer, etc)	Bobby Foster	Bobby Foster	Diekenborn Drive	/	/	/
			Intersection Street Lighting with all appurtenances (pullboxes, conduits, transformer, etc)	Bobby Foster	Bobby Foster	Sagan Loop	/	/	/
			Intersection Street Lighting with all appurtenances (pullboxes, conduits, transformer, etc)	Diekenborn Drive	Diekenborn Drive	Stieglitz Avenue	/	/	/
			Intersection Street Lighting with all appurtenances (pullboxes, conduits, transformer, etc)	Newhall Drive	Newhall Drive	Stieglitz Avenue	/	/	/
			Intersection Street Lighting with all appurtenances (pullboxes, conduits, transformer, etc)	Stieglitz Avenue	Stieglitz Ave	Sagan Loop	/	/	/
			Street Lighting with all appurtenances (pullboxes, conduits, transformer, etc)	Newhall Drive - Mid Block	Bobby Foster	Stieglitz Avenue	/	/	/
			Aerial Conductor Street Lighting with all appurtenances (pullboxes, conduits, transformer, etc) - match existing	S8 University Avenue	800' South of Frits Crossing Drive	Arbus Drive	/	/	/

- 1 To be confirmed with future Non-FoUable Master Plan by Developer.
- 2 *Roadway infrastructure such as auxiliary lane configuration to be confirmed with Traffic Study Recommendations.
*This infrastructure list subject to amendment to satisfy potential additional improvement associated with the approved Traffic Impact Study.
- 3 Exact Number of Street Lights shall be developed through DRB and City project development reviews. Street Lights shall be in accordance with City DPM.

AGENT / OWNER

DEVELOPMENT REVIEW BOARD MEMBER APPROVALS

Scott Eddings

[Signature]

Feb 23, 2021

[Signature]

Feb 11, 2021

NAME (print)

DRB CHAIR - date

PARKS & GENERAL RECREATION - date

Hult-Zollars, Inc.

[Signature]

Feb 11, 2021

[Signature]

Feb 11, 2021

FIRM

TRANSPORTATION DEVELOPMENT - date

AMAFCA - date

SIGNATURE - date

UTILILITY DEVELOPMENT - date

CODE ENFORCEMENT - date

Feb 11, 2021

MAXIMUM TIME ALLOWED TO CONSTRUCT

THE IMPROVEMENTS WITHOUT A DRB

EXTENSION - 1-YEAR

CITY ENGINEER - date

- date

DESIGN REVIEW COMMITTEE REVISIONS

REVISION	DATE	DRB CHAIR	USER DEPARTMENT	AGENT / OWNER











PR-2020-004138_SD-2020-000225_Infrastructure_List_Approved_2-10-21


Final Audit Report


2021-02-23


Created:	2021-02-11
By:	Jay Rodenbeck (jrodenbeck@cabq.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAxAxNREa1-9XR7OodvPjxnqZegFMR2qbIMR


"PR-2020-004138_SD-2020-000225_Infrastructure_List_Approved_2-10-21" History


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2021-02-23 - 4:01:11 PM GMT

CITY OF ALBUQUERQUE



FINANCIAL GUARANTY AMOUNT

March 26, 2021

Type of Estimate: I.I.A. Procedure B with FG

Project Description:

Project ID #: 393581 Bobby Foster Blvd Improvements

Requested By: Scott Eddings

Approved Estimate Amount: \$ 4,210,329.00

Contingency Amount: 10.00% \$ 421,032.90

Subtotal: \$ 4,631,361.90

PO Box 1293

NMGRT: 7.875% \$ 364,719.75

Albuquerque

Subtotal: \$ 4,996,081.65

Engineering Fee: 6.60% \$ 329,741.39

NM 87103

Testing Fee: 2.00% \$ 99,921.63

www.cabq.gov

Subtotal: \$ 5,425,744.67

FINANCIAL GUARANTY RATE: 1.25

TOTAL FINANCIAL GUARANTY REQUIRED: \$ **6,782,180.84**

APPROVAL:



DATE:

March 26, 2021

Notes:

Bernalillo County, NM
One Civic Plaza NW
P.O. Box 542
Albuquerque, NM 87102

Receipt: 1231475

Product	Name	Extended
AGRE	Agreement	\$25.00
	# Pages	21
	Document #	2021065860
	# Of Entries	0
Total		\$25.00
Tender (Check)		\$25.00
Check# 3319		
Paid By HUITT-ZOLLARS INC		

Thank You!

6/4/21 10:35 AM jandrada