

CONTRACT CONTROL FORM

PROJECT

NO: 515081 **CONTACT PERSON:** Derrick Green

CCN: _____

(New/Existing) New

Type of Paperwork IIA (Procedure B) No work order

Project Name/Description
(From CTS): Raising Cane's, 1401 Gibson Blvd SE

Developer/Owner/Vendor Raising Cane's Restaurants, LLC

Contract Amount \$119,335.33 Contract Period: _____ - _____

FINAL CONTRACT REVIEW

APPROVALS REQUIRED:

	Approved By	Approval Date
DRC Manager	<u>[Signature]</u> <small>DS</small>	<u>10/2/2023 8:45 AM MDT</u>
Legal Department	<u>[Signature]</u> <small>DS</small>	<u>10/2/2023 9:07 AM MDT</u>
City Engineer	<u>[Signature]</u> <small>SB</small>	<u>10/3/2023 2:57 PM MDT</u>
Hydrology Engineer	_____	_____
Transportation Engineer	_____	_____
Construction Engineer	_____	_____
OTHER: <u>CAO</u>	_____	_____

DISTRUBUTION:

_____ **Date:** _____ **By:** _____

Received by City clerk _____

INFRASTRUCTURE IMPROVEMENTS AGREEMENT
(Procedure B-No Work Order)

AGREEMENT TO CONSTRUCT
PUBLIC AND/OR PRIVATE INFRASTRUCTURE IMPROVEMENTS

Project Name: Raising Cane's, 1401 Gibson Blvd SE
Project Number: 515081

THIS AGREEMENT is made upon the date of the latest signature below, 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 Raising Cane's Restaurants, L.L.C. ("Developer"), a Foreign Limited Liability Corporation [state the type of business entity e.g. "New Mexico corporation," "general partnership," "individual," etc.], whose email address is Bryan Brown, Chief Development Officer, BLBrown@raisingcanes.com, whose address is 6800 Bishop Road (Street or PO Box) Plano, TX (City, State), 75024 (Zip Code) and whose telephone number is 972-769-3100, 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 numbered Three (3) of UNM Gibson Commercial District, (A Replat of Tracts A & B, Ever Ready Subdivision, Tracts 4 & 5, Gibson Tracts and Tract A, 40/25 Associates Subdivision) and Unplatted Land in Section 28, T10N, R3E, Albuquerque, Bernalillo County, New Mexico recorded on December 22, 2011 in Plat Book 2011C, attached, page 138, as Document No. 2011119138 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:] University of New Mexico Board of Regents ("Owner").

The Developer has submitted and the City has approved a preliminary plat or Site Plan identified as Raising Cane's describing Developer's Property ("Developer's Property").

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 listing ("Improvements"), to the satisfaction of the City, on or before the Construction Completion Deadline as shown in paragraph 6 at no cost to the City. Although the Improvements are required, they are below the thresh hold level to be governed by the Work Order process. Permits are to be obtained from the Municipal Development Department Construction Services Division for work in the City Right-of-Way.

Doc# 2023064604

10/10/2023 09:15 AM Page: 1 of 17
AGRE R:\$25.00 Linda Stover, Bernalillo County



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. Pursuant to the Memorandum of Understanding between the City of Albuquerque and the Albuquerque Bernalillo County Water Utility Authority ("ABCWUA") dated March 21, 2007, the City is authorized to act on behalf of the ABCWUA with respect to improvements that involve water and sewer infrastructure.

4. The Developer agrees to comply with all applicable laws, ordinances and regulations, including, but not limited to the City Excavation Ordinance and Sidewalk Ordinance, and pay the staking fees, testing fees, and other related City fees required for work in the City ROW.

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 Improvements shall be performed by New Mexico Registered Surveyor. 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.

B. Construction Inspection Methods. Inspection of the construction of the Improvements shall be performed by a New Mexico Registered Professional Engineer with the ability to make in-person observations of the improvements. The City may monitor the inspection and the Developer shall ensure that the inspecting entity provides all inspection results, reports, and related data as required for project close out and a Certification of Substantial Compliance for the project to the City, which the City requires for review and approval. The City retains the right to perform its own general overall inspection of the construction project at any time prior to/and including final acceptance of the Improvements.

C. Field Testing. Field testing of the construction of the Improvements shall be performed by a certified testing laboratory under the supervision of a New Mexico Registered Professional Engineer, in accordance with the current City of Albuquerque Standard Specifications for Public Works Construction. 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.

D. Additional Testing. The City retains the right to request additional testing which the City Engineer deems is necessary or advisable, and the Developer shall pay the cost for the additional testing.

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: surety bond
Amount: \$119,335.33
Name of Financial Institution or Surety providing Guaranty:
Willis Towers Watson
Date City first able to call Guaranty (Construction Completion Deadline):
September 18, 2024
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.

DEVELOPER:

By [Signature]: [Signature]
Name [Print]: Bryan Brown
Title: Chief Development Officer
Dated: 9/14/2023

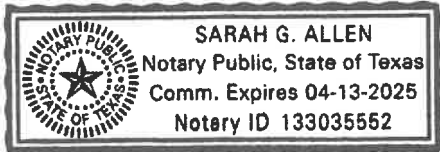
DEVELOPER'S NOTARY

STATE OF Texas)
) ss.
COUNTY OF Collin)

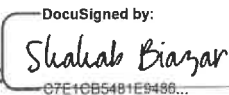


This instrument was acknowledged before me on this 14 day of September, 2023, by
[name of person:] Bryan Brown, [title or capacity, for instance,
"President" or "Owner":] Chief Development Officer of [Developer:] Raising Cane's Restaurants, L.L.C.

(SEAL)

[Signature]
Notary Public
My Commission Expires: 04-13-2025



CITY OF ALBUQUERQUE

By   
Shahab Biazar, P.E., City Engineer

Agreement is effective as of (Date): 10/3/2023 | 2:57 PM MDT

CITY'S NOTARY

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 10 day of October, 2023,
by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation, on behalf of
said corporation.

STATE OF NEW MEXICO
NOTARY PUBLIC
Tanya Devargas
Commission No. 1136059
November 24, 2025


Notary Public
My Commission Expires: 11/24/2025

[EXHIBIT A ATTACHED]
[POWER OF ATTORNEY ATTACHED IF DEVELOPER
IS NOT THE OWNER OF THE DEVELOPER'S PROPERTY]

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 Texas)
) ss.
COUNTY OF Dallas)

[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:]

RS Gibson, LLC ("Owner"), of [address:]
2560 King Arthur Boulevard, Suite 124-104 [City:]
Lewisville, [State:] Texas [zip code:] 75056, hereby

makes, constitutes and appoints [name of Developer:]
RAISING CANE'S L.L.C. ("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:]: [Signature]

Name [Print]: Kevin Mattson

Title: Manager

Dated: 9-22-2023

The foregoing Power of Attorney was acknowledged before me on September 22nd,
2023 by [name of person:] Kevin Mattson, [title or capacity, for
instance "President":] manager of [Owner:]
RS Gibson, LLC on behalf of the Owner.

(SEAL)

[Signature]
Notary Public

My Commission Expires: 3/2/27



CITY OF ALBUQUERQUE



FINANCIAL GUARANTY AMOUNT

August 27, 2021

Type of Estimate: I.I.A. Procedure B Non Work Order with FG

Project Description: Tr 3 Plat of UNM Gibson Commercial District
Project ID #: 515081 Raising Canes

Requested By: Regina Okoye

Approved Estimate Amount: \$ 74,254.60

Contingency Amount: 10.00% \$ 7,425.46

Subtotal: \$ 81,680.06

PO Box 1293

NMGRT: 7.625% \$ 6,228.10

Subtotal: \$ 87,908.16

Albuquerque

Engineering Fee: 6.60% \$ 5,801.94

New Mexico 87103

Testing Fee: 2.00% \$ 1,758.16

Subtotal: \$ 95,468.27

www.cabq.gov

FINANCIAL GUARANTY RATE: 1.25

TOTAL FINANCIAL GUARANTY REQUIRED: \$ 119,335.33

APPROVAL:

DATE:

July 28, 2023

Notes: Plans not yet approved. Proc. B Non Work Order

**INFRASTRUCTURE BOND
(Procedure B)**

Bond No. [Surety's No:] SU 1195659

INFRASTRUCTURE IMPROVEMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we [name of Developer:] Raising Cane's Restaurants, L.L.C. ("Developer") a [state type of business entity, e.g. "New Mexico corporation," "general partnership," "individual," etc.] Louisiana LLC as "Principal", and [name of surety:] Arch Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of Missouri 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:] One Hundred Nineteen Thousand Three Hundred Thirty Five and 33/100 Dollars, ([amount in figures:] \$ 119,335.33), 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:] C972 Albuquerque ("Developer's Property"), City Project No. CPN 515081; 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:]

Pavement work, Signage and stripping Utility for restaurant No. C0972

("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:] Raising Cane's Restaurants, L.L.C. and the CITY OF ALBUQUERQUE, as recorded in the office of the Clerk of Bernalillo County, New Mexico, on _____, 20 _____ as Document Number _____, as amended by change order or amendments to the agreement.

Bond No. [surety's No:] SU 1195659

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:] September 18, 20 24 ("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 15th day of September, 20 23 .

DEVELOPER

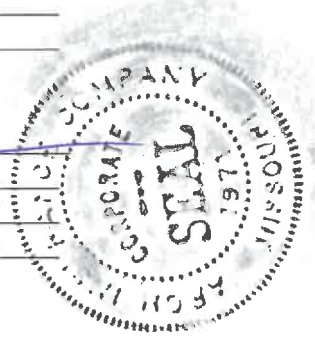
Raising Cane's Restaurants, L.L.C.

By [signature:] [Signature]
Name: Bryan Brown
Title: Chief Development Officer
Dated: 9/19/2023

SURETY

Arch Insurance Company

By [signature:] [Signature]
Name: Michelle Anne McMahon
Title: Attorney-in-Fact
Dated: 9/15/2023



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

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Connor Wolpert, Doritzta Mojica, Gentry Stewart, Jennife Godere, Jonathan Gleason, Joshua Sanford, Kathryn Pryor, Kristopher Pisano, Melissa J. Stanton, Michelle Anne McMahon, Nicholas Miller, Richard Hackner, Robyn Salley and Sarah Murtha of Hartford, CT (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 29th day of August, 2023.

Attested and Certified

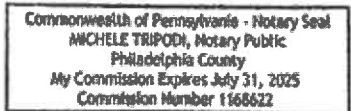
Regan A. Shulman, Secretary



Arch Insurance Company
Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated August 29, 2023 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 15th day of September, 2023.

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

Current DRC
Project Number: _____

FIGURE 12

Date Submitted: _____

INFRASTRUCTURE LIST

(Rev. 2-16-19)

EXHIBIT "A"

Date Site Plan Approved: _____
Date Preliminary Plat Approved: _____
Date Preliminary Plat Expires: _____
DFT Project #: **PR-2020-004622**
DFT Application #: **SI-2023-00592**

**TO SUBDIVISION IMPROVEMENTS AGREEMENT
DEVELOPMENT FACILITATION TEAM (DFT) REQUIRED INFRASTRUCTURE LIST**

Restaurant # RC972

PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN

TR 3 PLAT OF UNM GIBSON COMMERCIAL DISTRICT (A REPL OF TRS A & B, EVER READY SUBD TRS 4 & 6, GIBSON TRS & TR A,40/25 ASSOCIATES SUBD)

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 DRC Chair determines that appurtenant items and/or unforeseen items have not been included in the infrastructure listing, the DRC Chair may include those items in the listing and related financial guarantee. Likewise, if the DRC Chair determines that appurtenant 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 DRC 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.

Financially Guaranteed	Constructed Under	Size	Type of Improvement	Location	From	To	Construction Certification		
							Inspector	P.E.	City Cnst Engineer
<input type="checkbox"/>	<input type="checkbox"/>	133 LF	Removal of Curb & Gutter	Reference: Alumni Drive SE Centerline	STA: 11+19.73 STA: 12+19.48 STA: 12+83.12	STA: 11+22.72 STA: 12+29.48 STA: 13+68.12	/	/	/
<input type="checkbox"/>	<input type="checkbox"/>	538 SF	Removal of Concrete Sidewalk	Reference: Alumni Drive SE Centerline	STA: 11+19.71 STA: 12+14.43 STA: 12+83.12	STA: 11+22.71 STA: 12+29.48 STA: 13+62.07	/	/	/
<input type="checkbox"/>	<input type="checkbox"/>	45 SF	Removal of Concrete Median Pavement	Reference: Alumni Drive SE Centerline	STA: 12+14.43	STA: 12+29.48	/	/	/
<input type="checkbox"/>	<input type="checkbox"/>	1,145 SF	Removal and Replacement of Asphalt Pavement for Utility Trenching	Reference: Alumni Drive SE Centerline	STA: 12+14.43 STA: 13+50.34	STA: 12+29.48 STA: 13+60.30	/	/	/
<input type="checkbox"/>	<input type="checkbox"/>	1	Removal of Sewer Manhole	Reference: Alumni Drive SE Centerline	STA: 13+20.46 OFF: 133.89' RT		/	/	/
<input type="checkbox"/>	<input type="checkbox"/>	176 LF	Removal of Sewer Line	Reference: Alumni Drive SE Centerline	STA: 13+13.85 OFF: 40.03' RT	STA: 13+29.21 OFF: 216.61' RT	/	/	/
<input type="checkbox"/>	<input type="checkbox"/>	1	Sidewalk Flume Per COA #2236	Reference: Alumni Drive SE Centerline	STA: 11+19.72	STA: 11+22.72	/	/	/
<input type="checkbox"/>	<input type="checkbox"/>	45 LF	Standard Curb & Gutter Per COA #2415A	Reference: Alumni Drive SE Centerline	STA: 12+19.48	STA: 12+29.48	/	/	/
<input type="checkbox"/>	<input type="checkbox"/>	45 SF	Concrete Median Pavement Per COA #2408	Reference: Alumni Drive SE Centerline	STA: 12+14.43	STA: 12+29.48	/	/	/

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification		
							Private Inspector	P. E.	City Crst Engineer
<input type="checkbox"/>	<input type="checkbox"/>	122 SF 21 LF	Public Concrete Sidewalk Per COA #2430	Reference: Alumni Drive SE Centerline	STA: 12+14.43 STA: 13+56.78	STA: 12+29.48 STA: 13+62.07	/	/	/
<input type="checkbox"/>	<input type="checkbox"/>	2	Barrier Free Ramp Per COA #2446	Reference: Alumni Drive SE Centerline	STA: 12+91.97 STA: 13+45.71	STA: 13+03.98 STA: 13+62.07	/	/	/
<input type="checkbox"/>	<input type="checkbox"/>	60 LF	White Pavement Striping Match Existing	Reference: Alumni Drive SE Centerline	STA: 12+14.43 STA: 13+50.34	STA: 12+29.48 STA: 13+60.30	/	/	/
<input type="checkbox"/>	<input type="checkbox"/>	1	1.5" Domestic Water Meter Per ABCWUA #2363	Reference: Alumni Drive SE Centerline	STA: 12+24.51 OFF: 50.63' RT		/	/	/
<input type="checkbox"/>	<input type="checkbox"/>	71 LF	1.5" Domestic Water Service	Reference: Alumni Drive SE Centerline	STA: 12+24.45	STA: 12+24.51	/	/	/
<input type="checkbox"/>	<input type="checkbox"/>	8"	Relocated Sewer Line and Associated Appurtenances - to be fully designed with Work Order #W20230006	Proposed Sewer Easement North of Subject Property	±40' West of Eastern Property Line	Centerline of Alumni Drive SE	/	/	/
<input type="checkbox"/>	<input type="checkbox"/>						/	/	/
<input type="checkbox"/>	<input type="checkbox"/>						/	/	/
<input type="checkbox"/>	<input type="checkbox"/>						/	/	/
<input type="checkbox"/>	<input type="checkbox"/>						/	/	/
<input type="checkbox"/>	<input type="checkbox"/>						/	/	/
<input type="checkbox"/>	<input type="checkbox"/>						/	/	/
<input type="checkbox"/>	<input type="checkbox"/>						/	/	/

The items listed below are on the CCIP and approved for Impact Fee credits. Signatures from the Impact Fee Administrator and the City User Department is required prior to DRB approval of this listing. The items listed below are subject to the standard SIA requirements.

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification	
							Private Inspector	City Cust P.E. Englnear
							/	/
							/	/
							/	/

NOTES

If the site is located in a floodplain, then the financial guarantee will not be released until the LOMR is approved by FEMA. Street lights per City requirements.

- 1 _____
- 2 _____
- 3 _____

AGENT / OWNER DEVELOPMENT FACILITATION TEAM APPROVALS

Liz Willmot, P.E.



Jul 13, 2023



Jul 15, 2023

Kimley-Horn and Associates, Inc.

NAME (print)

PLANNING - date



Jul 13, 2023

PARKS & RECREATION - date

FIRM

Liz Willmot 6/21/23

TRANSPORTATION DEVELOPMENT - date



Jul 19, 2023

AMAFCA - date



Jul 13, 2023

SIGNATURE - date

UTILITY DEVELOPMENT - date

CODE ENFORCEMENT - date



Jul 14, 2023

CITY ENGINEER - date

HYDROLOGY - date

DESIGN REVIEW COMMITTEE REVISIONS

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT / OWNER

OPINION OF PROBABLE CONSTRUCTION COSTS Restaurant # C0972 - Tract 3 Plat of UNM Commercial District - Infrastructure List

Date Prepared: 05/04/2023
 Date of Plans: 05/03/2023
 Project: Restaurant # C0972
 Prepared By: Sydney Proffitt
 Reviewed By: Liz Willmot

PAVEMENT WORK

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
343.08	CURB & GUT, PCC, R&D	133	LF	\$ 8.63	\$ 1,147.79
343.085	SDWK, 4" PCC, R & D	65	SY	\$ 11.73	\$ 759.84
343.132	ART PVMT,R&R,W/M	127	SY	\$ 90.11	\$ 11,463.99
340.21	SDWK 24" DRN	1	EA	\$ 2,347.00	\$ 2,347.00
340.05	C & G, STD, PCC	45	LF	\$ 26.33	\$ 1,184.85
346.1	TXT PVMT, 4" CLOR, PCC	45	SF	\$ 10.71	\$ 481.95
340.01	SDWK, 4", PCC	14	SY	\$ 58.67	\$ 795.30
340.025	WLCHR ACC RAMP, 4" PCC	2	EA	\$ 2,452.61	\$ 4,905.22
340.03	VLY GUT & CURB, PCC	52	SY	\$ 97.83	\$ 5,087.16
Subtotal					\$ 28,173.11

SIGNAGE & STRIPING

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
441.001	REF PLAS MRK 4"	60	LF	\$ 1.11	\$ 66.60
Subtotal					\$ 66.60

UTILITY SERVICES

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
920.57	MH, REM & DISP	1	EA	\$ 1,301.85	\$ 1,301.85
901.71	4"-8" SAS, REM & DISP	176	LF	\$ 14.67	\$ 2,581.92
802.51	1-1/2"-2" WTR MTR BOX	1	EA	\$ 1,026.81	\$ 1,026.81
802.64	1-1/2" WTR SVC,SS	1	EA	\$ 780.24	\$ 780.24
920.07	MH, 4' DIA, C or E	2	EA	\$ 5,720.80	\$ 11,441.60
920.08	MH, 4' DIA, C or E, >10'-14'D	2	EA	\$ 5,867.49	\$ 11,734.98
920.09	MH, 4' DIA, XTRA D, 14'-18'D	1	VF	\$ 520.74	\$ 265.06
701.01	TRCH, BF, 4-15" SAS, <8'	210	LF	\$ 27.18	\$ 5,707.80
901.03	8" SAS PIPE	210	LF	\$ 23.66	\$ 4,968.60
Subtotal					\$ 39,808.86

SUMMARY OF ESTIMATED PROJECT COSTS

DESCRIPTION	TOTAL COST
PAVEMENT WORK	\$ 28,173.11
SIGNAGE & STRIPING	\$ 66.60
UTILITY SERVICES	\$ 39,808.86
Project Subtotal	\$ 68,048.57
#4.01, Staking (1.43%)	\$ 973.09
#6.05, Mob (4.26%)	\$ 2,898.87
#19.01, Traffic Control & Barricading (3.43%)	\$ 2,334.07
Project Subtotal	\$ 74,254.60
Contingency (20%)	\$ 14,850.92
Total Estimated Project Costs	\$ 89,105.52

Notes:

1. Review all notes and assumptions . These OPC's are not intended for basing financial decisions, or securing funding. Since Kimley-Horn & Associates, Inc. has no control over the cost of labor, materials, equipment, or services furnished by others, or over methods of determining price, or over competitive bidding or market conditions, any and all opinions as to the cost herein, including but not limited to opinions as to the costs of construction materials, shall be made on the basis of experience and best available data. Kimley-Horn & Associates, Inc. cannot and does not guarantee that proposals, bids, or actual costs will not vary from the opinions on costs shown herein. The total costs and other numbers in this Opinion of Probable Cost have not been rounded. This practice of not rounding is not intended to reflect or imply a level of certainty with respect to accuracy of the amount.

Assumptions:

1. This OPCC is based off of preliminary design plans for planning purposes.

Approved as basis of financial guaranty, July 28, 2023.

[Signature]