

INFRASTRUCTURE IMPROVEMENTS AGREEMENT
(Procedure B)

AGREEMENT TO CONSTRUCT
PUBLIC AND/OR PRIVATE INFRASTRUCTURE IMPROVEMENTS

Project Name: Raising Cane’s, 2004 Wyoming Blvd. NE
Project Number: 645981

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:] PORTION OF PARCEL 5-A, PLAT OF PARCELS 1-A, B, 1-C, 4-A & 5-A WYOMING MALL recorded on APRIL 2, 2007, attached, pages 80 through 80, as Document No. 2007C 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:] WFC WYOMING NM LLC ("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"). 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 Construction Completion Deadline as shown in paragraph 6, 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.

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 Precision Surveys, Inc., and construction surveying of the private Improvements shall be performed by Precision Surveys, 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 Terracon and inspection of the private Improvements shall be performed by Terracon, 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 Terracon, and field testing of the private Improvements shall be performed by Terracon 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: Letter of Credit
Amount: \$55,086.07
Name of Financial Institution or Surety providing Guaranty:
Capital One
Date City first able to call Guaranty (Construction Completion Deadline):
April 25, 2023
If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call
Guaranty is: June 24, 2023
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

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 CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

[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:]

WYC Wyoming NM LLC ("Owner"), of [address:]
11440 San Vicente Blvd., 1st Floor [City:]
Los Angeles, [State:] California [zip code:] 90049, hereby

makes, constitutes and appoints [name of Developer]:
Raising Cane's Restaurants, 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

WFC Wyoming NM LLC, a Delaware limited liability company

By: WPF Management LLC, its Manager

By: Westwood Financial Corporation, its Manager

By: 
Name: Juyuan Wei

Its: **Senior Vice President**

The foregoing Power of Attorney was acknowledged before me on _____,
20__ by [name of person:] _____, [title or capacity, for
instance "President":] _____ of [Owner:]
_____ on behalf of the Owner.

See Attached

(SEAL)

Notary Public

My Commission Expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On JUNE 28, 2022 before me, M. Lamorie - Notary Public
Date Here Insert Name and Title of the Officer
Personally appeared JUYUAN WEI
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.
Signature [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document POA Document Date none
Number of Pages 2 Signer(s) Other Than Named Above N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name Signer's Name
[X] Corporate Officer—Title(s) Sr. V.P.
[] Partner [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other

Signer Is Representing WFC Signer Is Representing

Wyoming NM LLC by WPF Management LLC by Westwood Fin'l Corp

CITY OF ALBUQUERQUE



FINANCIAL GUARANTY AMOUNT

June 2, 2022

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

Project Description:

Project ID #: 645981 Raising Canes Restaurant, 2004 Wyoming Blvd. NE

Requested By: Liz Willmot

Approved Estimate Amount: \$ 37,616.74

Contingency Amount: 0.00% \$ -

Subtotal: \$ 37,616.74

PO Box 1293

NMGRT: 7.875% \$ 2,962.32

Subtotal: \$ 40,579.06

Albuquerque

Engineering Fee: 6.60% \$ 2,678.22

NM 87103

Testing Fee: 2.00% \$ 811.58

Subtotal: \$ 44,068.86

www.cabq.gov

FINANCIAL GUARANTY RATE: 1.25

TOTAL FINANCIAL GUARANTY REQUIRED: \$ 55,086.07

APPROVAL:

A handwritten signature in blue ink, appearing to read "James Aronson", written over a horizontal line.

DATE:

A handwritten date "June 2, 2022" in blue ink, written over a horizontal line.

Notes: Plans are substantially approved.



Trade Finance Services
trade.services@capitalone.com

Capital One, N.A. 877.225.7309
802 Delaware Avenue 855.266.1194 Fax
Department Internal Zip 18056-0500 SWIFT ID: NFBKUS33
Wilmington, DE. 19801

Date of Issue: June 30, 2022

Standby Letter of Credit No. 30200810

Amount: U.S. \$55,086.07

City of Albuquerque Project No.: 645981

Project Name: Raising Cane's Restaurant, 2004 Wyoming Blvd. NE

City of Albuquerque
c/o Sanjay Bhakta, Chief Financial Officer
P.O. Box 1293
Albuquerque, NM 87103

Re: Letter of Credit for Raising Cane's Restaurants, L.L.C.

This irrevocable standby Letter of Credit number 30200810 ("Letter of Credit") is to advise the City of Albuquerque with a business address of P.O. Box 1293, Albuquerque, NM 87103 ("Beneficiary") that, at the request of Raising Cane's Restaurant's, L.L.C. with a business address of 6800 Bishop Road, Plano, TX 75024 ("Applicant"), Capital One, N.A., 802 Delaware Avenue, Department Internal Zip 18056-0500, Wilmington, DE 19801, Attention: Trade Finance Services ("Issuer") has established this irrevocable standby Letter of Credit in the sum of Fifty-Five Thousand Eighty-Six and 07/100 United States Dollars (U.S. \$55,086.07) for the purpose of providing the financial guarantee, which the Beneficiary requires the Applicant to provide, for the installation of the improvements, which must be constructed at Portion of Parcel 5-A of Wyoming Mall Plat, Project No. 645981.

A draft or drafts for any amount up to, but not in excess of, Fifty-Five Thousand Eighty-Six and 07/100 United States Dollars (U.S. \$55,086.07) are available at sight via certified or registered mail or nationally recognized overnight courier at the following place for presentation: Capital One, N.A., 802 Delaware Avenue, Department Internal Zip 18056-0500, Wilmington, DE 19801, Attention: Trade Finance Services, on or before the Expiration Date.

All draft(s) are to be accompanied by the Beneficiary's certification stating:

1. "Raising Cane's Restaurants, L.L.C. has failed to comply with the terms of the agreement between City of Albuquerque and Raising Cane's Restaurants, L.L.C."
- and
2. "The undersigned is the Chief Financial Officer of the City of Albuquerque and is authorized to sign this certification."
- and
3. "The amount of the draft does not exceed 125% of the City of Albuquerque's estimated cost of completing the improvements specified in the agreement between City of Albuquerque and Raising Cane's Restaurants, L.L.C."

Issuer hereby agrees with Beneficiary that all draft(s) drawn under and in compliance with the terms of this Letter of Credit will be duly honored upon presentation to Issuer's above-stated counters on June 24, 2023 ("Expiration Date").

The draft(s) drawn under this Letter of Credit must contain the clause: "Drawn under Letter of Credit no. 30200810, by Capital One, N.A., 802 Delaware Avenue, Department Internal Zip 18056-0500, Wilmington, DE 19801, Attention: Trade Finance Services, dated June 30, 2022" and the original Letter of Credit and any amendments thereto must be endorsed on the reverse side with the amount of each draft in the case of a compliant partial draw.



Trade Finance Services
trade.services@capitalone.com

Capital One, N.A. 877.225.7309
802 Delaware Avenue 855.266.1194 Fax
Department Internal Zip 18056-0500 SWIFT ID: NFBKUS33
Wilmington, DE. 19801

Page 2
Letter of Credit No. 30200810
Dated: June 30, 2022

This Letter of Credit and any amendments thereto must accompany each draft and be attached to the draft which exhausts this Letter of Credit.

This Letter of Credit for the benefit of the Beneficiary shall be irrevocable until:

1. Beneficiary notification of Applicant's failure to comply with the terms of the agreement between Beneficiary and Applicant, and payment by Issuer to Beneficiary of the full amount then available under the Letter of Credit related to the Beneficiary's estimated costs of completing the improvements specified in the agreement between Beneficiary and Applicant; or
2. The Expiration Date; or
3. Written termination of this Letter of Credit by the Beneficiary, signed by its Chief Administrative Officer.

This Letter of Credit will terminate at 3:00 P.M. at Issuer's counters at Capital One, N.A., 802 Delaware Avenue, Department Internal Zip 18056-0500, Wilmington, DE 19801, Attention: Trade Finance Services on the Expiration Date.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600.

Capital One, N.A.


Authorized Signatory

Jacquelyn M. Peck
Capital One, N.A.
Assistant Vice President

Current DRC
Project Number: 645981

FIGURE 12

Date Submitted: _____
Date Site Plan Approved: _____
Date Preliminary Plat Approved: _____
Date Preliminary Plat Expires: _____
DRB Project No.: PR-2021-005461
DRB Application No.: SI-2022-00820

INFRASTRUCTURE LIST
(Rev. 2-16-18)
EXHIBIT "A"
TO SUBDIVISION IMPROVEMENTS AGREEMENT
DEVELOPMENT REVIEW BOARD (D.R.B.) REQUIRED INFRASTRUCTURE LIST

Restaurant # C0705

PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN

Portion of Parcel 5-A of Wyoming Mall Plat

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 DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification		
							Private Inspector	P.E.	City Const Engineer
		13' Wide Lane	109' Westbound Left Turn Storage Length Extension at Wyoming/Northeastern Intersection with associated striping removals, and new signage and striping	Northeastern	Wyoming	East Property Line	/	/	/
		10' Wide Lanes	50' long Southbound right turn lane and left turn lane at Northeastern/private accessway intersection with associated new signage and striping	Private Access Drive	Northeastern along East Property Line	68' North of Northeastern	/	/	/
		61'	Gas Pipe	98' South of West Property Line	West Property Line	61' West of West Property Line	/	/	/
		91'	2" Domestic Water Pipe	125' South of North Property Line	West Property Line	91' West of West Property Line	/	/	/
		90'	6" Fire Line Pipe	126' South of North Property Line	West Property Line	90' West of West Property Line	/	/	/
		50'	6" Sanitary Sewer Pipe Private	62' South of North Property Line	West Property Line	50' West of West Property Line	/	/	/
		219 SF	Removal and Replacement of Asphalt Pavement for Gas Utility Trenching	98' South of West Property Line	West Property Line	63' West of West Property Line	/	/	/
		31 SF	Removal and Replacement of Concrete Sidewalk for Gas Utility Trenching	98' South of West Property Line	West Property Line	63' West of West Property Line	/	/	/
		6'	Removal and Replacement of Standard Curb and Gutter for Gas Utility Trenching	98' South of West Property Line	West Property Line	63' West of West Property Line	/	/	/
		53 SF	Removal and Replacement of Concrete Valley Gutter for Gas Utility Trenching	98' South of West Property Line	West Property Line	63' West of West Property Line	/	/	/
		580 SF	Removal and Replacement of Asphalt Pavement for Water & Fire Utility Trenching	125' South of North Property Line	West Property Line	93' West of West Property Line	/	/	/
		274 SF	Removal and Replacement of Concrete Sidewalk for Water & Fire Utility Trenching	125' South of North Property Line	West Property Line	93' West of West Property Line	/	/	/
		36'	Removal and Replacement of Standard Curb and Gutter for Water & Fire Utility Trenching	125' South of North Property Line	West Property Line	93' West of West Property Line	/	/	/
		45 SF	Removal and Replacement of Concrete Valley Gutter for Water & Fire Utility Trenching	125' South of North Property Line	West Property Line	93' West of West Property Line	/	/	/
		159 SF	Removal and Replacement of Asphalt Pavement for Sewer Utility Trenching	62' South of North Property Line	West Property Line	52' West of West Property Line	/	/	/
		65 SF	Removal and Replacement of Concrete Sidewalk for Sewer Utility Trenching	62' South of North Property Line	West Property Line	52' West of West Property Line	/	/	/
		15'	Removal and Replacement of Standard Curb and Gutter for Sewer Utility Trenching	62' South of North Property Line	West Property Line	52' West of West Property Line	/	/	/

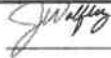






The items listed below are on the CCIP and approved for Impact Fee credits. Signatures from the Impact Fee Administrator and the City User Department is required prior to DRB approval of this listing. The items listed below are subject to the standard SIA requirements.

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification		
							Private Inspector	P.E.	City Cnst Engineer
<input type="text"/>	<input type="text"/>						/	/	/
<input type="text"/>	<input type="text"/>						/	/	/
Approval of Creditable Items:							Approval of Creditable Items:		
Impact Fee Administrator Signature Date							City User Dept. Signature Date		

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 REVIEW BOARD MEMBER APPROVALS	
Liz Willmot, P.E. NAME (print)	 May 18, 2022 DRB CHAIR - date	 May 18, 2022 PARKS & RECREATION - date
Kimley-Horn FIRM	 May 18, 2022 TRANSPORTATION DEVELOPMENT - date	AMAFCA - date
 05/18/2022 SIGNATURE - date	 May 18, 2022 <small>Blaine Carter (May 18, 2022 - 15407-MD7)</small> UTILITY DEVELOPMENT - date	 May 18, 2022 <small>Jeff Peltier (May 18, 2022 - 15407-MD7)</small> CODE ENFORCEMENT - date
	 May 18, 2022 CITY ENGINEER - date	_____- date

DESIGN REVIEW COMMITTEE REVISIONS				
REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT / OWNER

645981

Bernalillo County, NM
415 Silver Ave. SW, 2nd Floor
P.O. Box 542
Albuquerque, NM 87102

Receipt: 1365606

Product	Name	Extended
AGRE	Agreement	\$25.00
	# Pages	16
	Document #	2022067279
	# Of Entries	0

Total \$25.00

Tender (Check) \$25.00

Check# 5001229872

Paid By RAISING CANES
CHICKEN FINGERS

Phone # 505-924-3996

Thank You!

7/19/22 9:56 AM vgarza