

INFRASTRUCTURE IMPROVEMENTS AGREEMENT
(Procedure B)

AGREEMENT TO CONSTRUCT
PUBLIC AND/OR PRIVATE INFRASTRUCTURE IMPROVEMENTS

Project Name: *The Peaks by Markana, Phase II*
Project Number: *580186*

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 **KLK9** ("Developer"), a **Limited Liability Company**, (state the type of business entity e.g. "New Mexico corporation," "general partnership," "individual," etc.), whose email address is **fkassam@legacydm.net**, whose address is **5051 Journal Center Boulevard, Suite 500** (Street or PO Box) **Albuquerque, NM** (City, State), **87109** (Zip Code) and whose telephone number is **(505) 489-4474**, 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:] **Lots 6 and 7, Block 25, North Albuquerque Acres, Tract A, Unit B** recorded on **April 24, 1936, Plat Book D, Folio 130**, and **Lot 26-A, Block 25, North Albuquerque Acres, Tract A, Unit B** recorded on **September 8, 2015, Plat Book 2015C**, attached, pages **104** through, **N/A** as Document No. **N/A** 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:] **KLK9, LLC** ("Owner").

The Developer has submitted and the City has approved a Preliminary Plat or Site Plan identified as **The Peaks by Markana, Phase II** 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

Doc# 2022071796



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 **Cartesian Surveys**, and construction surveying of the private Improvements shall be performed by **Cartesian Surveys**. 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 **RESPEC** and inspection of the private Improvements shall be performed by **RESPEC**, 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**, and field testing of the private Improvements shall be performed by **Western Technologies**, 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: Subdivision Bond No. 906225757
Amount: \$ 170,576.05
Name of Financial Institution or Surety providing Guaranty:
The Ohio Casualty Insurance Company
Date City first able to call Guaranty (Construction Completion Deadline):
May 1, 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: KLG9, LLC

By [Signature]: _____

Name [Print]: Faizel Kassam

Title: Managing Member

Dated: 6-29-2022

DEVELOPER'S NOTARY

STATE OF New Mexico)

) ss.

COUNTY OF Bernalillo)

This instrument was acknowledged before me on this 29th day of June, 2022 by [name of person:] Faizel Kassam, [title or capacity, for instance, "President" or "Owner":] Managing Member of [Developer:] KLK9, LLC.



Notary Public

My Commission Expires: April 30, 2023

CITY OF ALBUQUERQUE:

DS
BMR

DocuSigned by:

By: Shahab Biazar
Shahab Biazar, P.E., City Engineer

Agreement is effective as of (Date): 8/2/2022 | 4:33 PM MDT

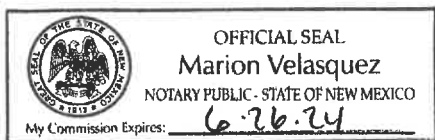
CITY'S NOTARY

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

This instrument was acknowledged before me on this 2nd day of August, 2022,
by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation, on behalf of
said corporation.

[Signature]
Notary Public

My Commission Expires: June 26, 2024



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



FINANCIAL GUARANTY AMOUNT

May 16, 2022

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

Project Description:

Project ID #: 580186 The Peaks by Markana Phase 2

Requested By: Jeremy Shell

Approved Estimate Amount: \$ 105,892.38

Contingency Amount: 10.00% \$ 10,589.24

Subtotal: \$ 116,481.62

PO Box 1293

NMGRT: 7.875% \$ 9,172.93

Subtotal: \$ 125,654.55

Albuquerque

Engineering Fee: 6.60% \$ 8,293.20

NM 87103

Testing Fee: 2.00% \$ 2,513.09

Subtotal: \$ 136,460.84

www.cabq.gov

FINANCIAL GUARANTY RATE: 1.25

TOTAL FINANCIAL GUARANTY REQUIRED: \$ 170,576.05

APPROVAL:

A handwritten signature in blue ink, appearing to be "Jeremy Shell", written over a horizontal line.

DATE:

May 16, 2022

Notes: Plans not yet approved.

FIGURE 16
INFRASTRUCTURE BOND
(Procedure B)

Bond No. [Surety's No:] 906225757

INFRASTRUCTURE IMPROVEMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we [name of Developer:] KLG 9, 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:] The Ohio Casualty Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of New Hampshire 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 seventy thousand five hundred seventy six and 05/100 Dollars, ([amount in figures:] \$ 170,576.05), 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:] The Peaks by Markana, Phase II ("Developer's Property"), City Project No. 580186; 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:]

Infrastructure/Roadway construction for The Peaks by Markana, Phase II.

_____ ("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:] KLG 9, LLC 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:] 906225757


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:] May 1, 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 24 day of May, 20 22 .

DEVELOPER

KLG 9, LLC
By [signature:] 
Name: Faizel Kassam
Title: Managing Member
Dated: 7/19/22

SURETY

By [signature:] 
Name: Ryan Brennan
Title: Attorney-in-fact
Dated: May 24, 2022

*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.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205631-974266

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Debbie Martinez; Debra Stiles; Dolores Silva; Frederic Brennan; Gabriel A. Portillo; John Hansen; Katherine A. Yeager; Ryan Brennan; William Raskob

all of the city of Albuquerque state of NM each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 21st day of May, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 21st day of May, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24 day of May, 2022.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Current DRC

Project Number:

FIGURE 12

Date Submitted: April 5, 2022

Date Site Plan Approved:

Date Preliminary Plat Approved:

Date Preliminary Plat Expires:

DRB Project No.: PR-2020-006307

DRB Application No.: SI-2022-00327

INFRASTRUCTURE LIST

(Rev. 2-16-18)

EXHIBIT "A"

**TO SUBDIVISION IMPROVEMENTS AGREEMENT
DEVELOPMENT REVIEW BOARD (D.R.B.) REQUIRED INFRASTRUCTURE LIST**

Markana Modesto Phase II

PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN

**Lots 6, 7, and 26-A, Block 25, North Albuquerque Acresm Tract A, Unit B
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 Roadway | Type of Improvement | Location | From | To | Construction Certification | | |
|------------------------------|-------------------------|--------------|---|-----------------|------------------------|------------------------|----------------------------|------|---------------------|
| | | | | | | | Inspector | P.E. | City Const Engineer |
| | | 20' F-EOA | ~300 LF 6" PCC SDWLK, C&G, AND RESIDENTIAL ASPHALT PAVEMENT (SOUTH SIDE ONLY) | GLENDALE AVENUE | WEST PROPERTY BOUNDARY | EAST PROPERTY BOUNDARY | / | / | / |
| | | 20' F-EOA | ~780 LF ASPHALT CURB AND RESIDENTIAL ASPHALT PAVEMENT (SOUTH SIDE ONLY) | GLENDALE AVENUE | WEST PROPERTY BOUNDARY | SAN PEDRO DRIVE | / | / | / |
| | | | | | | | / | / | / |
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| | | | | | | | / | / | / |

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 | |
|------------------------------|-------------------------|------|---------------------|----------|------|----|----------------------------|--------------------|
| | | | | | | | Inspector | City Cnst Engineer |
| | | | | | | | / | / |
| | | | | | | | / | / |

| | |
|------------------------------------|------|
| Approval of Creditable Items: | Date |
| 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**

Jeremy Shell **Jay Rodesbeck** **DRB CHAIR - date** **Apr 6, 2022**
 NAME (print) *Jay Rodesbeck* **TRANSPORTATION DEVELOPMENT - date**
RESPEC *Jeanne Wolfenbarger* **Apr 6, 2022**
 FIRM **Blaine Carter** **UTILITY DEVELOPMENT - date**
Blaine Carter **Apr 6, 2022**
 SIGNATURE - date **Ernest Amijo** **Apr 6, 2022**
 CITY ENGINEER - date

Jeff Palmer **AMAFCA - date** **Apr 6, 2022**
Jeff Palmer **CODE ENFORCEMENT - date**

Chris Stangor **PARKS & RECREATION - date** **Apr 6, 2022**
Chris Stangor **Apr 6, 2022**

DESIGN REVIEW COMMITTEE REVISIONS

| REVISION | DATE | DRC CHAIR | USER DEPARTMENT | AGENT /OWNER |
|----------|------|-----------|-----------------|--------------|
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Current DRC

Project Number:

FIGURE 12

Date Submitted: April 5, 2022

INFRASTRUCTURE LIST

(Rev. 2-16-18)

EXHIBIT "A"

Date Site Plan Approved:

Date Preliminary Plat Approved:

Date Preliminary Plat Expires:

DRB Project No.: PR-2020-006307

DRB Application No.: SI-2022-00327

**TO SUBDIVISION IMPROVEMENTS AGREEMENT
DEVELOPMENT REVIEW BOARD (D.R.B.) REQUIRED INFRASTRUCTURE LIST**

Markana Modesto Phase II

PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN

**Lots 6, 7, and 26-A, Block 25, North Albuquerque Acresm Tract A, Unit B
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 | City Enst Engineer |
| | | Roadway | -390 LF RESIDENTIAL ASPHALT PAVEMENT AND ASPHALT CURB. 6' ASPHALT PATH (SOUTHWEST SIDE ONLY) | GLENDALE AVE & MODESTO AVE INTERSECTION | ROADWAY TERMINATION EAST END OF GLENDALE AVE | ROADWAY TERMINATION NORTH END OF MODESTO AVE | / | / |
| | | 8' F-E* | -230 LF RESIDENTIAL ASPHALT PAVEMENT AND ASPHALT CURB (EAST SIDE ONLY) | MODESTO AVENUE (NORTH/SOUTH ALIGNMENT) | GLENDALE AVE & MODESTO INTERSECTION | MODESTO AVENUE 90-DEGREE BEND | / | / |
| | | 8' F-E* | -700 LF RESIDENTIAL ASPHALT PAVEMENT AND ASPHALT CURB (NORTH SIDE ONLY) | MODESTO AVENUE (EAST/WEST ALIGNMENT) | MODESTO AVENUE 90-DEGREE BEND | PUMICE STREET | / | / |
| | | | | | | | / | / |
| | | | | | | | / | / |
| | | | | | | | / | / |
| | | | | | | | / | / |
| | | | | | | | / | / |

B 7/22/22

PROCEDURE AGREEMENT NOT TO BE FINANCIALLY GUARANTEED.

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 | |
|------------------------------|-------------------------|------|---------------------|----------|------|----|----------------------------|--------------------|
| | | | | | | | Inspector | City Crst Engineer |
| | | | | | | | / | / |
| | | | | | | | / | / |

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.

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AGENT / OWNER

Jeremy Shell
NAME (print)

RESPEC
FIRM

4/5/2022
SIGNATURE - date

DEVELOPMENT REVIEW BOARD MEMBER APPROVALS

Jay Redenbeck DRB CHAIR - date Apr 6, 2022

 PARKS & RECREATION - date Apr 6, 2022

Jeanne Wolfenbarger Apr 6, 2022

 TRANSPORTATION DEVELOPMENT - date Apr 6, 2022

Blaine Carter Apr 6, 2022

 UTILITY DEVELOPMENT - date Apr 6, 2022

Ernest Armijo Apr 6, 2022

 CITY ENGINEER - date Apr 6, 2022

AMAFCA - date Apr 6, 2022

 Jeff Palmer (Apr 6, 2022 12:45 MDL)
 CODE ENFORCEMENT - date

_____ - date

DESIGN REVIEW COMMITTEE REVISIONS

| REVISION | DATE | DRC CHAIR | USER DEPARTMENT | AGENT / OWNER |
|----------|----------|---|-----------------|---|
| 1 | 4/5/2022 |  | Ernest Armijo |  |
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