



**INFRASTRUCTURE IMPROVEMENTS AGREEMENT**  
**(Procedure B)**

**AGREEMENT TO CONSTRUCT**  
**PUBLIC AND/OR PRIVATE INFRASTRUCTURE IMPROVEMENTS**

**Project Name:** Bedrock  
**Project Number:** 740579

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 **Bedrock ABQ Investors, LLC** ("Developer"), a **Delaware limited liability company**, c/o Lauren Boyd whose email address is **laurenb@laterradev.com**, whose address is **1880 Century Park East, Suite 1017 Los Angeles, 90067** and whose telephone number is **310-552-0065**, in Los Angeles, California, 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 4 and 5 of the Trails Unit 3A** recorded on **03/16/2006**, attached, in Book **2006C**, Page **85**, as Document No. **2006037079** 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 Developer.

The Developer has submitted and the City has approved a Preliminary Plat or Site Plan identified as **Bedrock** describing 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 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: **Infrastructure Improvement Bond (CMS0352323)**

Amount: **\$4,642,290.96**

Name of Financial Institution or Surety providing Guaranty: **RLI Insurance Company**

Date City first able to call Guaranty (Construction Completion Deadline):

**OCTOBER 12, 2025**

If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call Guaranty is: **N/A**

Additional information: **N/A**

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 its 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.

DEVELOPER: Bedrock ABQ Investors, LLC

By [Signature]: \_\_\_\_\_

Name [Print]: Lauren Boyd

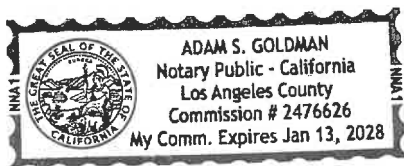
Title: Authorized Signatory

Dated: 1/30/2024

DEVELOPER'S NOTARY

STATE OF California )  
COUNTY OF Los Angeles ) ss.

This instrument was acknowledged before me on this 30<sup>th</sup> day of January, 2024, by  
[name of person:] Lauren Boyd, [title or capacity, for instance,  
"President" or "Owner":] Authorized Signatory of  
[Developer:] Bedrock ABQ Investors, LLC.



[Signature]  
Notary Public Adam S. Goldman

My Commission Expires: 01-13-2028

CITY OF ALBUQUERQUE:

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

DS  
KV

DS  
jmw

Agreement is effective as of (Date): 2/23/2024 | 2:52 PM MST

CITY'S NOTARY

STATE OF NEW MEXICO )  
COUNTY OF BERNALILLO ) ss.

This instrument was acknowledged before me on this 26 day of February, 2024,  
by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation, on behalf of  
said corporation.

Renee Costilla-Zamora  
Notary Public

My Commission Expires: 11/24/25

STATE OF NEW MEXICO  
NOTARY PUBLIC  
Renee Costilla-Zamora  
Commission No. 1136057  
November 24, 2025



Project No. \_\_\_\_\_

Date Site Plan Approved: \_\_\_\_\_  
Date Preliminary Plat Approved: \_\_\_\_\_  
Date Preliminary Plat Expires: PR-2022-007063  
DFT Project No.: SD-2024-00033  
DFT Application No.: \_\_\_\_\_

Figure 12

**INFRASTRUCTURE LIST**  
**EXHIBIT "A"**  
**TO SUBDIVISION IMPROVEMENTS AGREEMENT**  
**DEVELOPMENT FACILITATION TEAM (DFT) REQUIRED INFRASTRUCTURE LIST**  
**BEDROCK**  
**TRACT 4-5, THE TRAILS**

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 guarantees. 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.

**PHASE 1**

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Crest Engineer
PHASE 1 PUBLIC WATERLINE IMPROVEMENTS									
		8" DIA (SW)	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	STREET 1	WOODMONT AVENUE	STREET 2	/	/	/
		8" DIA (SW)	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	STREET 2	STREET 11	STREET 4	/	/	/
		8" DIA (SW)	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	STREET 4	STREET 2	STREET 9	/	/	/
		8" DIA (SW)	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	STREET 5	STREET 4	STREET 6	/	/	/
		8" DIA (SW)	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	STREET 6	SW CORNER OF BUILDING 22	SW CORNER OF BUILDING 24	/	/	/
		8" DIA (SW)	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	STREET 7	SE CORNER OF BUILDING 33	STREET 9	/	/	/
		8" DIA (SW)	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	STREET 7	SE CORNER OF BUILDING 33	STREET 11	/	/	/
		8" DIA (SW)	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	STREET 8	STREET 7	STREET 4	/	/	/
		8" DIA (SW)	FHS, MJS & RJS	STREET 9	STREET 7	STREET 3	/	/	/
		8" DIA (SW)	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	STREET 11	NW CORNER OF LOT #5	EAST EDGE OF STREET 11	/	/	/
		8" DIA (SW)	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	STREET 12	STREET 11	SE CORNER OF BLDG 113	/	/	/
		8" DIA (SW)	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	CONNECTION TO VALLE PRADO	SE CORNER OF BLDG 113	VALLE PRADO	/	/	/

SIA Sequence #	COA DRC Project #
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

**Size**  
**Type of Improvement**  
**PHASE 1 PUBLIC SANITARY SEWER IMPROVEMENTS**

Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Crst Engineer
8" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	STREET 2	AMENITY BUILDING	STREET 4	/	/	/
8" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	STREET 3	STREET 9	WILLIAMSBURG RD	/	/	/
8" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	STREET 4	STREET 2	STREET 9	/	/	/
8" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	STREET 6	SW CORNER OF BUILDING 22	STREET 8	/	/	/
8" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	STREET 7	EAST EDGE OF STREET 11	STREET 6	/	/	/
8" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	STREET 8	STREET 6	STREET 4	/	/	/
8" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	STREET 9	ALLEY 12	STREET 3	/	/	/
8" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	STREET 11	ALLEY 21	EAST EDGE OF STREET 11	/	/	/

SIA Sequence #	COA DRC Project #
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

**Size**  
**Type of Improvement**  
**PHASE 1 PUBLIC STORM DRAIN IMPROVEMENTS**

Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Crst Engineer
18-42" DIA	RCP W/ NEC. MHS, LATERALS & INLETS	STREET 11	ALLEY 21	POND A6-1	/	/	/
36" DIA	RCP W/ NEC. MHS, LATERALS & INLETS	POND A6-1 OUTFALL	POND A6-1	POND A6-2	/	/	/
18" DIA	RCP W/ NEC. MHS, LATERALS & INLETS	POND A6-2 OUTFALL	POND A6-2	STREET 7	/	/	/
24-30" DIA	RCP W/ NEC. MHS, LATERALS & INLETS	STREET 7	POND A6-2 CONNECTION	STREET 6	/	/	/
30" DIA	RCP W/ NEC. MHS, LATERALS & INLETS	STREET 6	STREET 7	STREET 8	/	/	/
30" DIA	RCP W/ NEC. MHS, LATERALS & INLETS	STREET 8	STREET 6	STREET 4	/	/	/
30" DIA	RCP W/ NEC. MHS, LATERALS & INLETS	STREET 4	STREET 8	STREET 9	/	/	/
30-48" DIA	RCP W/ NEC. MHS, LATERALS & INLETS	STREET 9	STREET 4	POND D1	/	/	/
18" DIA	RCP W/ NEC. MHS, LATERALS & INLETS	POND D1 OUTFALL	POND D1	PASEO DEL NORTE BLVD CONNECTION	/	/	/
POND A6-1	w/ PUBLIC DRAINAGE EASEMENT AND COVENANT *SIDE SLOPES AND BOTTOM OF POND SHALL BE STABILIZED PER CITY STANDARD SPECIFICATION 1013 MUST SATISFY FINAL STABILIZATION CRITERIA (CGP 2.2.14.B)				/	/	/
POND A6-2	w/ PUBLIC DRAINAGE EASEMENT AND COVENANT *SIDE SLOPES AND BOTTOM OF POND SHALL BE STABILIZED PER CITY STANDARD SPECIFICATION 1013 MUST SATISFY FINAL STABILIZATION CRITERIA (CGP 2.2.14.B)				/	/	/
POND D1	w/ PUBLIC DRAINAGE EASEMENT AND COVENANT *SIDE SLOPES AND BOTTOM OF POND SHALL BE STABILIZED PER CITY STANDARD SPECIFICATION 1013 MUST SATISFY FINAL STABILIZATION CRITERIA (CGP 2.2.14.B)				/	/	/

SIA Sequence #	COA DRC Project #
<input type="text"/>	<input type="text"/>

Size	Type of Improvement	Location	From	To
<b>DEFERRED PUBLIC IMPROVEMENTS - PROCEDURE "C" - MODIFIED</b>				
33" F-EOA	ARTERIAL PAVING W/ POC CURB & GUTTER & 10' WIDE MULTI-USE TRAIL AND LANDSCAPE ON THE SOUTH SIDE	PASEO DEL NORTE BLVD	APPROX. 600 LF EAST OF WOODMONT	EAST BOUNDARY OF TRACT 5

\*\*PROVIDE / INSTALL THE NECESSARY ROADWAY SIGNAGE ASSOCIATED W/ THE DEVELOPMENT AS APPROVED BY THE CITY DRC

Private Inspector	City Inspector	City Cnst Engineer
/	/	/
/	/	/

SIA Sequence #	COA DRC Project #
<input type="text"/>	<input type="text"/>

Size	Type of Improvement	Location	From	To
<b>PHASE 1 PUBLIC ROADWAY IMPROVEMENTS</b>				
30" F-EOA	ARTERIAL PAVING W/ POC CURB & GUTTER & 10' WIDE MULTI-USE TRAIL EAST SIDE	WOODMONT AVENUE	APPROX. 400 LF SOUTH OF PASEO DEL BLVD	STREET 1

Private Inspector	City Inspector	City Cnst Engineer
/	/	/

**PHASE 2**

SIA Sequence #	COA DRC Project #
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

Size	Type of Improvement	Location	From	To
<b>PHASE 2 PUBLIC WATERLINE IMPROVEMENTS</b>				
8" DIA (SW)	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	STREET 3	STREET 5	STREET 9
8" DIA (SW)	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	STREET 11	STREET 10	NW CORNER OF LOT 65
8" DIA (SW)	WATERLINE W/ NEC. VALVES FHS, MJS & RJS	STREET 12	SW CORNER OF LOT 84	SE CORNER OF BLDG 113

Private Inspector	City Inspector	City Cnst Engineer
/	/	/
/	/	/
/	/	/

SIA Sequence #	COA DRC Project #
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

Size	Type of Improvement	Location	From	To
<b>PHASE 2 PUBLIC SANITARY SEWER IMPROVEMENTS</b>				
8" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	STREET 3	STREET 5	BUILDING 15
8" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	STREET 3	BUILDING 16	STREET 9
8" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	STREET 5	STREET 3	STREET 4
8" DIA	SANITARY SEWER W/ NEC. MHS & SERVICES	STREET 11	STREET 10	ALLEY 21

Private Inspector	City Inspector	City Cnst Engineer
/	/	/
/	/	/
/	/	/
/	/	/

SIA Sequence #	COA DRC Project #
<input type="text"/>	<input type="text"/>

Size	Type of Improvement	Location	From	To
<b>PHASE 2 PUBLIC STORM DRAIN IMPROVEMENTS</b>				
18-24" DIA	RCP W/ NEC. MHS, LATERALS & INLETS	STREET 11	STREET 10	ALLEY 21

Private Inspector	City Inspector	City Cnst Engineer
/	/	/

**PHASE 3**

SIA Sequence #	COA DRC Project #
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

**Size Type of Improvement**  
**PHASE 3 PUBLIC WATERLINE IMPROVEMENTS**

8" DIA  
(SW)  
WATERLINE W/ NEC. VALVES  
FHS, M/S & R/S

8" DIA  
(SW)  
WATERLINE W/ NEC. VALVES  
FHS, M/S & R/S

8" DIA  
(SW)  
WATERLINE W/ NEC. VALVES  
FHS, M/S & R/S

8" DIA  
(SW)  
WATERLINE W/ NEC. VALVES  
FHS, M/S & R/S

8" DIA  
(SW)  
WATERLINE W/ NEC. VALVES  
FHS, M/S & R/S

**Location**

STREET 2

STREET 3

STREET 10

STREET 12

STREET 13

Private Inspector	City Inspector	City Cnst Engineer
/	/	/
/	/	/
/	/	/
/	/	/
/	/	/

SIA Sequence #	COA DRC Project #
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

**Size Type of Improvement**  
**PHASE 3 PUBLIC SANITARY SEWER IMPROVEMENTS**

8" DIA  
SANITARY SEWER W/ NEC.  
M/H'S & SERVICES

8" DIA  
SANITARY SEWER W/ NEC.  
M/H'S & SERVICES

**Location**

STREET 3

STREET 10

Private Inspector	City Inspector	City Cnst Engineer
/	/	/
/	/	/

SIA Sequence #	COA DRC Project #
<input type="text"/>	<input type="text"/>

**Size Type of Improvement**  
**PHASE 3 PUBLIC STORM DRAIN IMPROVEMENTS**

18-24"  
DIA  
RCP W/ NEC. M/H'S, LATERALS  
& INLETS

**Location**

BETWEEN POND A AND STREET 10

TRACT 4 PROPERTY LINE

Private Inspector	City Inspector	City Cnst Engineer
/	/	/

SIA Sequence #	COA DRC Project #
<input type="text"/>	<input type="text"/>

**Size Type of Improvement**  
**PHASE 3 PUBLIC TRAIL IMPROVEMENTS**

10' WIDE  
ASPHALT TRAIL

**Location**

OS-2

WOODMONT AVENUE

Private Inspector	City Inspector	City Cnst Engineer
/	/	/
/	/	/

\*\*PROVIDE / INSTALL THE NECESSARY ROADWAY SIGNAGE ASSOCIATED W/ THE DEVELOPMENT AS APPROVED BY THE CITY DRC

SIA Sequence #	COA DRC Project #
<input type="text"/>	<input type="text"/>

**Size Type of Improvement**  
**PHASE 3 PUBLIC ROADWAY IMPROVEMENTS**

30" F-EOA  
ARTERIAL PAVING W/ PCC  
CURB & GUTTER & 10' WIDE MULT-USE TRAIL  
EAST SIDE

**Location**

STREET 1

WOODMONT AVENUE

Private Inspector	City Inspector	City Cnst Engineer
/	/	/
/	/	/

\*\*PROVIDE / INSTALL THE NECESSARY ROADWAY SIGNAGE ASSOCIATED W/ THE DEVELOPMENT AS APPROVED BY THE CITY DRC

\*\*\*  
\*\*\*\*  
Construction protection fencing to protect the Linear Park (OS-2) per the Sensitive Lands Preservation Sheet and Recreation and Planning.  
Revegetation of areas disturbed by construction of trail or utilities within the Linear Park (OS-2) as determined in a post-construction inspection by Parks













# PR-2022-007063\_SD-2024-00033\_IL\_1\_Approved\_2-14-24

Final Audit Report

2024-02-20

Created:	2024-02-14
By:	Jay Rodenbeck (jrodenbeck@cabq.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAACceGoznB26tT5UnOMWowsAHK_td7HxOw

## "PR-2022-007063\_SD-2024-00033\_IL\_1\_Approved\_2-14-24" History

-  Document created by Jay Rodenbeck (jrodenbeck@cabq.gov)  
2024-02-14 - 8:59:29 PM GMT- IP address: 143.120.132.76
-  Document emailed to Ernest Armijo (earmijo@cabq.gov) for signature  
2024-02-14 - 8:59:34 PM GMT
-  Document emailed to Tiequan Chen (tchen@cabq.gov) for signature  
2024-02-14 - 8:59:34 PM GMT
-  Document emailed to David G. Gutierrez (dggutierrez@abcwua.org) for signature  
2024-02-14 - 8:59:34 PM GMT
-  Document emailed to Jeff Palmer (jppalmer@cabq.gov) for signature  
2024-02-14 - 8:59:34 PM GMT
-  Document emailed to Whitney Phelan (wphelan@cabq.gov) for signature  
2024-02-14 - 8:59:34 PM GMT
-  Document emailed to Jay Rodenbeck (jrodenbeck@cabq.gov) for signature  
2024-02-14 - 8:59:34 PM GMT
-  Document emailed to Shahab Biazar (sbiazar@cabq.gov) for signature  
2024-02-14 - 8:59:34 PM GMT
-  Email viewed by Jay Rodenbeck (jrodenbeck@cabq.gov)  
2024-02-14 - 9:01:01 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Jay Rodenbeck (jrodenbeck@cabq.gov)  
Signature Date: 2024-02-14 - 9:01:14 PM GMT - Time Source: server- IP address: 143.120.132.76



**Adobe Acrobat Sign**

 Email viewed by Ernest Armijo (earmijo@cabq.gov)

2024-02-14 - 9:01:57 PM GMT- IP address: 104.47.64.254

 Document e-signed by Ernest Armijo (earmijo@cabq.gov)

Signature Date: 2024-02-14 - 9:02:07 PM GMT - Time Source: server- IP address: 73.228.55.145

 Email viewed by Jeff Palmer (jppalmer@cabq.gov)

2024-02-14 - 9:13:30 PM GMT- IP address: 104.47.65.254

 Document e-signed by Jeff Palmer (jppalmer@cabq.gov)

Signature Date: 2024-02-14 - 9:13:39 PM GMT - Time Source: server- IP address: 143.120.132.73

 Email viewed by Tiequan Chen (tchen@cabq.gov)

2024-02-14 - 9:20:46 PM GMT- IP address: 104.47.65.254

 Document e-signed by Tiequan Chen (tchen@cabq.gov)

Signature Date: 2024-02-14 - 9:20:59 PM GMT - Time Source: server- IP address: 143.120.132.88

 Email viewed by Whitney Phelan (wphelan@cabq.gov)

2024-02-14 - 10:01:35 PM GMT- IP address: 104.47.65.254

 Document e-signed by Whitney Phelan (wphelan@cabq.gov)

Signature Date: 2024-02-14 - 10:02:32 PM GMT - Time Source: server- IP address: 172.59.0.239

 Email viewed by Shahab Biazar (sbiazar@cabq.gov)

2024-02-15 - 2:54:55 PM GMT- IP address: 104.47.65.254

 Document e-signed by Shahab Biazar (sbiazar@cabq.gov)

Signature Date: 2024-02-15 - 2:55:04 PM GMT - Time Source: server- IP address: 143.120.132.69

 Document e-signed by David G. Gutierrez (dggutierrez@abcwua.org)

Signature Date: 2024-02-20 - 9:54:08 PM GMT - Time Source: server- IP address: 170.85.54.104

 Agreement completed.

2024-02-20 - 9:54:08 PM GMT

Figure 12  
INFRASTRUCTURE LIST  
EXHIBIT "A"  
TO SUBDIVISION IMPROVEMENTS AGREEMENT  
DEVELOPMENT FACILITATION TEAM (DFT) REQUIRED INFRASTRUCTURE LIST  
BEDROCK  
TRACT 4-5, THE TRAILS

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.

PHASE 1

SIA Sequence #	COA DRC Project #	Size	Type of Improvement	Location	From	To	Private Inspector	City Inspector	City Crst Engineer
THE PRESERVE AT WOODMONT - PUBLIC WATERLINE IMPROVEMENTS**									
		12" DIA (SW)	WATERLINE W/ NEC. VALVES PHS, M/S & R/S	PASEO DEL NORTE BLVD	WOODMONT AVENUE	APPROX. 70 LF WEST OF WOODMONT WL	/	/	/
THE PRESERVE AT WOODMONT - PUBLIC SANITARY SEWER IMPROVEMENTS***									
		12" DIA	SANITARY SEWER W/ NEC. M/S & SERVICES	WOODMONT AVENUE	PASEO DEL NORTE BLVD	GIRONA AVENUE	/	/	/
		12" DIA	SANITARY SEWER W/ NEC. M/S & SERVICES	PASEO DEL NORTE BLVD	WOODMONT AVENUE	40' WEST OF WOODMONT	/	/	/
THE PRESERVE AT WOODMONT - PUBLIC ROADWAY IMPROVEMENTS***									
		88' F-F	ARTERIAL PAVING W/ FCC CURB & GUTTER	WOODMONT AVENUE	PASEO DEL NORTE BLVD	APPROX. 400 LF SOUTH OF PASEO DEL NORTE BLVD	/	/	/
		10-12' WIDE	LEFT TURN LANE WEST TO SOUTHBOUND	PASEO DEL NORTE BLVD	WOODMONT AVENUE	250' LANE PLUS TRANSITION	/	/	/
		10-12' WIDE	LEFT TURN LANE EAST TO NORTHBOUND	PASEO DEL NORTE BLVD	WOODMONT AVENUE	250' LANE PLUS TRANSITION	/	/	/
		12' WIDE	RESTRIPE SOUTHBOUND THROUGH LANE WEST PARKWAY	VENTANA RANCH WEST PARKWAY	PASEO DEL NORTE BLVD	START OF TURN LANE	/	/	/
		*STREET LIGHT	INTERSECTION OF WOODMONT AND PASEO DEL NORTE				/	/	/
		*SOLAR STREET LIGHT					/	/	/
		**PROVIDE / INSTALL THE NECESSARY ROADWAY SIGNAGE ASSOCIATED W/ THE DEVELOPMENT AS APPROVED BY THE CITY DRC					/	/	/
		***FINANCIALLY GUARANTEED WITH THE PRESERVE AT WOODMONT. CPN 746589					/	/	/















# PR-2022-007063\_SD-2024-00033\_IL\_2\_Approved\_2-14-24

Final Audit Report

2024-02-20

Created:	2024-02-14
By:	Jay Rodenbeck (jrodenbeck@cabq.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJJD7_2G5CJL0S4biEKGB_P6Y7w73G-mt

## "PR-2022-007063\_SD-2024-00033\_IL\_2\_Approved\_2-14-24" History

-  Document created by Jay Rodenbeck (jrodenbeck@cabq.gov)  
2024-02-14 - 9:14:20 PM GMT- IP address: 143.120.132.76
-  Document emailed to Ernest Armijo (earmijo@cabq.gov) for signature  
2024-02-14 - 9:14:25 PM GMT
-  Document emailed to Tiequan Chen (tchen@cabq.gov) for signature  
2024-02-14 - 9:14:25 PM GMT
-  Document emailed to David G. Gutierrez (dggutierrez@abcwua.org) for signature  
2024-02-14 - 9:14:25 PM GMT
-  Document emailed to Jeff Palmer (jppalmer@cabq.gov) for signature  
2024-02-14 - 9:14:25 PM GMT
-  Document emailed to Whitney Phelan (wphelan@cabq.gov) for signature  
2024-02-14 - 9:14:25 PM GMT
-  Document emailed to Jay Rodenbeck (jrodenbeck@cabq.gov) for signature  
2024-02-14 - 9:14:25 PM GMT
-  Document emailed to Shahab Biazar (sbiazar@cabq.gov) for signature  
2024-02-14 - 9:14:26 PM GMT
-  Email viewed by Jay Rodenbeck (jrodenbeck@cabq.gov)  
2024-02-14 - 9:14:47 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Jay Rodenbeck (jrodenbeck@cabq.gov)  
Signature Date: 2024-02-14 - 9:14:55 PM GMT - Time Source: server- IP address: 143.120.132.76

 Email viewed by Ernest Armijo (earmijo@cabq.gov)

2024-02-14 - 9:15:07 PM GMT- IP address: 104.47.64.254

 Document e-signed by Ernest Armijo (earmijo@cabq.gov)

Signature Date: 2024-02-14 - 9:15:16 PM GMT - Time Source: server- IP address: 73.228.55.145

 Email viewed by Tiequan Chen (tchen@cabq.gov)

2024-02-14 - 9:21:13 PM GMT- IP address: 104.47.65.254

 Document e-signed by Tiequan Chen (tchen@cabq.gov)

Signature Date: 2024-02-14 - 9:21:24 PM GMT - Time Source: server- IP address: 143.120.132.88

 Email viewed by Jeff Palmer (jppalmer@cabq.gov)

2024-02-14 - 9:36:05 PM GMT- IP address: 104.47.64.254

 Document e-signed by Jeff Palmer (jppalmer@cabq.gov)

Signature Date: 2024-02-14 - 9:36:16 PM GMT - Time Source: server- IP address: 143.120.132.73

 Email viewed by Whitney Phelan (wphelan@cabq.gov)


2024-02-14 - 10:02:45 PM GMT- IP address: 104.47.65.254

 Document e-signed by Whitney Phelan (wphelan@cabq.gov)

Signature Date: 2024-02-14 - 10:03:54 PM GMT - Time Source: server- IP address: 172.59.0.239

 Email viewed by Shahab Biazar (sbiazar@cabq.gov)

2024-02-20 - 6:28:03 AM GMT- IP address: 104.47.64.254

 Document e-signed by Shahab Biazar (sbiazar@cabq.gov)

Signature Date: 2024-02-20 - 6:28:13 AM GMT - Time Source: server- IP address: 73.26.56.245

 Document e-signed by David G. Gutierrez (dggutierrez@abcwua.org)

Signature Date: 2024-02-20 - 9:54:34 PM GMT - Time Source: server- IP address: 170.85.54.104

 Agreement completed.

2024-02-20 - 9:54:34 PM GMT

# CITY OF ALBUQUERQUE



## FINANCIAL GUARANTY AMOUNT

October 30, 2023

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

Project Description:

Project ID #: 740579 Bedrock -- Tract 4-5, The Trails

Requested By: Josh Lutz

Approved Estimate Amount: \$ 2,888,595.09

Contingency Amount: 10.00% \$ 288,859.51

Subtotal: \$ 3,177,454.60

PO Box 1293 NMGR: 7.625% \$ 242,280.91

Subtotal: \$ 3,419,735.51

Albuquerque Engineering Fee: 6.60% \$ 225,702.54

New Mexico 87103 Testing Fee: 2.00% \$ 68,394.71

Subtotal: \$ 3,713,832.77

www.cabq.gov FINANCIAL GUARANTY RATE: 1.25

TOTAL FINANCIAL GUARANTY REQUIRED: \$ 4,642,290.96

APPROVAL:

DATE:

Oct. 30, 2023

Notes: Plans not yet approved.

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

---

Bond No. CMS0352323

**INFRASTRUCTURE IMPROVEMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS: That we **Bedrock ABQ Investors, LLC** ("Developer") a **Delaware limited liability company** as "Principal", and RLI Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of Illinois 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 **Four Million Six Hundred and Forty Two Thousand Two Hundred Ninety Dollars and Ninety Six Cents**, ([amount in figures:] **\$4,642,290.96**), 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 **Tracks 4 and 5 of the Trails Unit 3A, located in Albuquerque, New Mexico** ("Developer's Property"), City Project No. **740579**; 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:

**See Infrastructure List for CPN 740579** ("Improvements")

All construction shall be performed in accordance with the Agreement to Construct Public and/or Private Infrastructure Improvements Agreement entered into between **Bedrock ABQ Investors, LLC** and the CITY OF ALBUQUERQUE, as recorded in the office of the Clerk of Bernalillo County, New Mexico, on \_\_\_\_\_ as Document Number \_\_\_\_\_, as amended by change order or amendments to the agreement.

Bond No. CMS0352323

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:] OCTOBER 12, 20 25 ("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 19th day of December, 2023.

**DEVELOPER**

**Bedrock ABQ Investors, LLC**

By [signature:] [Signature]  
Name: Lauren Bond  
Title: Authorized Signatory  
Dated: 12/21/2023

**SURETY**

**RLI Insurance Company**

By [signature:] [Signature]  
Name: Susan M. Exline  
Title: Attorney-In-Fact  
Dated: 12/19/2023

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

## ACKNOWLEDGMENT

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 San Francisco )

On DECEMBER 19, 2023 before me, M. Moody, Notary Public  
(insert name and title of the officer)

personally appeared Susan M. Exline,  
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  (Seal)





# POWER OF ATTORNEY

## RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Kevin Re. K. Zerounian, Susan Hecker, Maureen O. Connell, Brian F. Cooper, Monica Moody, Janet C. Rojo, Betty L. Tolentino,  
Virginia L. Black, Susan M. Exline, Thuyduong Le, Brittany Kavan, Julia Ortega, Robert Wrixon, Misty R. Hemje, Courtney Chew,  
Maria De Los Angeles Reynoso, Tina K. Nierenberg, jointly or severally

in the City of Walnut Creek, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

**RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 1st day of June, 2023.



**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**

By: B. W. Davis

Barton W. Davis

Vice President

State of Illinois

County of Peoria

} SS

On this 1st day of June, 2023, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Geiger

Catherine D. Geiger

Notary Public



### CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 19th day of December, 2023.

**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**

By: Jeffrey D. Pick

Jeffrey D. Pick

Corporate Secretary





## ACKNOWLEDGMENT

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 )

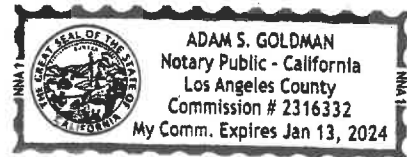
On December 21, 2023 before me, Adam S. Goldman, Notary Public  
(insert name and title of the officer)

personally appeared Lauren Boyd,  
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 [Signature] (Seal)



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

**Receipt: 1600617**

<b>Product</b>	<b>Name</b>	<b>Extended</b>
AGRE	Agreement	\$25.00
	# Pages	25
	Document #	2024013307
	# Of Entries	0
<b>Total</b>		\$25.00

Tender (Check) \$25.00  
Check# 1886  
PRICE LAND &  
Paid By DEVELOPMENTS  
GROUPS INC  
Phone 5052433949  
#

Thank You!

**2/28/24 4:27 PM MST msouchet**