



INFRASTRUCTURE IMPROVEMENTS AGREEMENT
(Procedure B)

AGREEMENT TO CONSTRUCT
PUBLIC AND/OR PRIVATE INFRASTRUCTURE IMPROVEMENTS

Project Name: Love's Travel Stop, Sunport Boulevard
Project Number: 667279

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 Love's Travel Stops & Country Stores, Inc. ("Developer"), an Oklahoma Corporation, (state the type of business entity e.g. "New Mexico corporation," "general partnership," "individual," etc.), whose email address is john.ruark@loves.com, whose address is 10601 N Pennsylvania Ave. (Street or PO Box) Oklahoma City (City, State), OK (Zip Code) and whose telephone number is (405)751-9000, 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 Map 44 Tract 64C2 Excluding 0.30 acres and all of Tract 64C3A2 recorded on Unplatted, attached, pages ____ through ____, as Document No. ____ 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 Love's Travel Stops & Country Stores, Inc. ("Owner").

The Developer has submitted and the City has approved a Preliminary Plat or Site Plan identified as Love's Travel Center, Sunport Boulevard 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 Hearing Officer ("DHO") has approved phasing of the improvements; or the DHO 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 DHO unless the DHO 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 <i>Combined DRC Application</i> .

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

Amount: \$ 1,526,623.31

Name of Financial Institution or Surety providing Guaranty: XL Specialty Insurance Company

Date City first able to call Guaranty (Construction Completion Deadline): June 15, 2027

June 15, 2027

If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call Guaranty is: September 15, 2027

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: LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.,

By [Signature]: [Signature]
Name [Print]: Tim Doty
Title: V.P. of Corporate Development
Dated: 7-7-2025

DEVELOPER'S NOTARY

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 7th day of July, 2025, by
[name of person:] Tim Doty, [title or capacity, for instance,
"President" or "Owner":] V.P. of Corporate Development of
LOVE'S TRAVEL STOPS & COUNTRY STORES, INC., an Oklahoma corporation.

(SEAL)



[Signature]
Notary Public

My Commission Expires: 1/18/2028

CITY OF ALBUQUERQUE:

By: Rachael Verhage for
Shahab Biazar, P.E., City Engineer

DS
KV

Initial
SV

Agreement is effective as of (Date): 7/2/25

CITY'S NOTARY

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

This instrument was acknowledged before me on this 2nd day of July, 2025,
by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation, on behalf of
said corporation.

Rachael Miranda
Notary Public

STATE OF NEW MEXICO
NOTARY PUBLIC
Rachael Miranda
Commission No. 1119740
November 09, 2025

My Commission Expires: 11-9-2025

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

INFRASTRUCTURE BOND (Procedure B)

Bond No. US00152032SU25A

INFRASTRUCTURE IMPROVEMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we Love's Travel Stops & Country Stores, Inc. ("Developer") a Oklahoma Corporation as "Principal", and XL Specialty Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of Delaware 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 One Million Five Hundred Twenty Six Thousand Six Hundred Twenty Three and 31/100 Dollars, (\$1,526,623.31), 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 Love's Travel Center ("Developer's Property"), City Project No. PR-2022-007103; 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 – Remaining Portion Tract 64C2 M.R.G.C.D. Map No. 44 Bernalillo County, New Mexico ("Improvements")

All construction shall be performed in accordance with the Agreement to Construct Public and/or Private Infrastructure Improvements Agreement entered into between Love's Travel Stops & Country Stores, Inc. 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. US00152032SU25A

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 June 15, 2027 ("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 14th day of May, 2025 .

DEVELOPER

Love's Travel Stops & Country
Stores, Inc.

By [signature:]

Name: Spencer Holmes

Title: CFO & Executive VP of Finance

Dated: 05/15/2025

SURETY

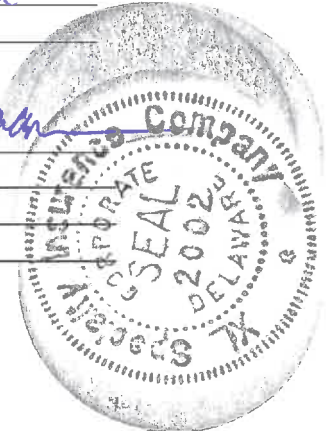
XL Specialty Insurance
Company

By [signature:]

Name: Tonie Petranek

Title: Attorney-in-Fact

Dated: May 14, 2025



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



Power of Attorney
XL Specialty Insurance Company
Greenwich Insurance Company

THIS IS NOT A BOND NUMBER
LIMITED POWER OF ATTORNEY
XL 1631529

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, and Greenwich Insurance Company, both Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, do hereby nominate, constitute, and appoint:

Lisa A. Ward, Amanda George, Lupe Tyler, Terri L. Morrison, Robbi Morales, Gina A. Rodriguez, Andrea M. Penaloza, Tonie Petranek, Tina McEwan, Kelly A. Westbrook, Sophie Hunter

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed \$150,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 8th day of June 2022.

RESOLVED, that Gary Kaplan, Maria Duhart, Pat Dougherty, David Maguire and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Maria Duhart, Pat Dougherty, David Maguire and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this February 5th, 2025.



**XL SPECIALTY INSURANCE COMPANY
GREENWICH INSURANCE COMPANY**

by:

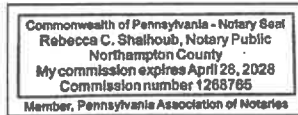
Kevin M. Mirsch
Kevin M. Mirsch, SECRETARY

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

Attest:

David Maguire, ASSISTANT SECRETARY

On this 5th day of February, 2025, before me personally came Kevin Mirsch to me known, who, being duly sworn, did depose and say: that he is Secretary of XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



Rebecca C. Shalhoub

Rebecca C. Shalhoub, NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, David Maguire, Assistant Secretary of XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY, corporations of the State of Delaware, do hereby certify that the above and foregoing is a full, true and correct copy of a Power of Attorney issued by said Companies, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Stamford, this 14th day of May 2025.



David Maguire
David Maguire, ASSISTANT SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date after 2/5/2027

CITY OF ALBUQUERQUE



FINANCIAL GUARANTY AMOUNT

May 6, 2025

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

Project Description:

Project ID #: 667279 Love's Travel Stop, Sunport Boulevard

Requested By: Vince Carrica

Approved Estimate Amount: \$ 949,918.16

Contingency Amount: 10.00% \$ 94,991.82

Subtotal: \$ 1,044,909.98

PO Box 1293 NMGR: 7.625% \$ 79,674.39

Subtotal: \$ 1,124,584.36

Albuquerque Engineering Fee: 6.60% \$ 74,222.57

New Mexico 87103 Testing Fee: 2.00% \$ 22,491.69

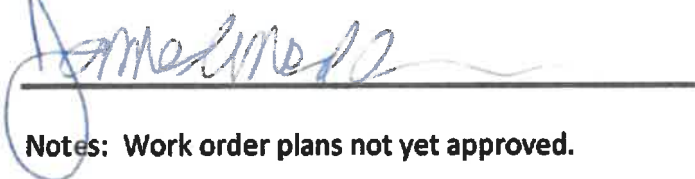
Subtotal: \$ 1,221,298.62

www.cabq.gov

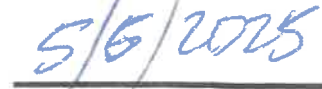
FINANCIAL GUARANTY RATE: 1.25

TOTAL FINANCIAL GUARANTY REQUIRED: \$ 1,526,623.31

APPROVAL:



DATE:



Notes: Work order plans not yet approved.

**LOVE'S BROADWAY
INFRASTRUCTURE ENGINEER'S ESTIMATE
BASED ON COA 2024 ESTIMATED UNIT PRICES
OPC**

CPN: 667279

Rec'd. 5/2/25

4/28/2025

	DESCRIPTION	UNIT	QUANTITY	COA 2024 UNIT PRICE	CAL. COST
	ROADWAY				
	BROADWAY BLVD				
301.020	SUBGRADE PREP, 12"	SY	1,400	\$4.35	\$6,090.00
302.020	6" ABS	SY	1,400	\$10.45	\$14,630.00
340.050	C&G, STD, PCC	LF	857	\$31.21	\$26,746.97
340.060	C&G, MEDIAN	LF	628	\$24.34	\$15,285.52
336.023	ASP CONC, SUPERPAVE, 6.5" (2 LIFTS)	SY	1,400	\$52.08	\$72,912.00
336.010	PRIME CT	SY	1,400	\$0.90	\$1,260.00
336.012	TK CT	SY	1,400	\$0.52	\$728.00
340.010	SDWK, 4", PCC	SY	356	\$69.55	\$24,759.80
340.250	ADA RAMP	EA	8	\$2,907.36	\$23,258.88
340.030	VLY GUT & CURB, PCC	SY	380	\$104.33	\$39,645.40
346.110	4" MED PVMT, 4" CLOR, PCC	SF	1,368	\$11.84	\$16,197.12
XXX.XXX	GRADING	LS	1	\$31,000.00	\$31,000.00
1005.320	GRAVEL MULCH, 2"-4"	SY	429	\$18.40	\$7,893.60
343.030	AC PVMT, >4" SAW, R&D	SY	794	\$15.21	\$12,076.74
343.080	CURB & GUT, PCC, R&D	LF	867	\$10.22	\$8,860.74
XXX.XXX	OBLITERATE STRIPING	LF	1,348	\$0.52	\$700.96
441.004	REF PLAS MRK 4"	LF	2,552	\$1.32	\$3,368.64
441.004	REF PLAS MARK 12"	LF	474	\$3.65	\$1,730.10
441.005	REF PLAS MARK 24"	LF	80	\$6.96	\$556.80
441.010	REF PLAS ARW RT	EA	2	\$225.60	\$451.20
441.011	REF PLAS ARW LT	EA	2	\$209.95	\$419.90
441.020	REF PLAS WD ONLY	EA	2	\$236.48	\$472.96
XXX.XXX	STOP SIGN	EA	4	\$350.00	\$1,400.00
XXX.XXX	GRADING	LS	1	\$5,500.00	\$5,500.00
			SUBTOTAL		\$315,945.33
	ARNO ST				
301.020	SUBGRADE PREP, 12"	SY	2,674	\$4.35	\$11,631.90
302.020	6" ABS	SY	2,674	\$10.45	\$27,943.30
340.050	C&G, STD, PCC	LF	1,106	\$31.21	\$34,518.26
336.023	ASP CONC, SUPERPAVE, 4" (2 LIFTS)	SY	2,674	\$42.26	\$113,003.24
336.010	PRIME CT	SY	2,674	\$0.90	\$2,406.60
336.012	TK CT	SY	2,674	\$0.52	\$1,390.48
340.010	SDWK, 4", PCC	SY	294	\$69.55	\$20,447.70
340.250	ADA RAMP	EA	4	\$2,907.36	\$11,629.44
340.030	VLY GUT & CURB, PCC	SY	182	\$104.33	\$18,988.06
510.100	CUTOFF WALL	CY	0.35	\$817.00	\$285.95
450.020	TYPE III BARRICADES, 8'	EA	2	\$803.02	\$1,606.04
1005.320	GRAVEL MULCH, 2"-4"	SY	503	\$18.40	\$9,255.20
441.004	REF PLAS MRK 4"	LF	118	\$1.32	\$155.76
441.005	REF PLAS MARK 24"	LF	48	\$6.96	\$334.08
441.010	REF PLAS ARW RT	EA	2	\$225.60	\$451.20
441.020	REF PLAS WD ONLY	EA	1	\$236.48	\$236.48
XXX.XXX	STOP SIGN	EA	2	\$350.00	\$700.00
XXX.XXX	GRADING	LS	1	\$31,000.00	\$31,000.00
			SUBTOTAL		\$285,983.69
	UTILITIES				
	BROADWAY BLVD				
801.002	6" WATERLINE	LF	32	\$46.57	\$1,490.24
801.058	PRESS CONN, w/FIT, WL	EA	1	\$2,059.18	\$2,059.18
801.065	DI FIT, MJ, 4"-14", WL	LB	1350	\$5.22	\$7,047.00
801.081	6" GATE VALVE	EA	2	\$1,625.83	\$3,251.66
801.105	VALVE BOX	EA	2	\$902.46	\$1,804.92
801.113	FH, 4'	EA	1	\$4,647.52	\$4,647.52
XXX.XXX	PVMNT REM/REPL	SY	201	\$65.31	\$13,127.31
701.010	TRCH, BF, 4-15" SAS, <8'	LF	130	\$28.99	\$3,768.70

802.650	2" WTR SVC, SS	EA	1	\$924.91	\$924.91
901.030	8" SAS PIPE	LF	130	\$28.05	\$3,646.50
901.610	WET CONN, 8"-10" SAS	EA	1	\$1,304.14	\$1,304.14
920.070	MH, 4' DIA, C or E	EA	1	\$6,781.52	\$6,781.52
XXX.XXX	4" SAS FORCE MAIN	LF	86	\$22.01	\$1,892.86
			SUBTOTAL		\$51,746.46
	ARNO ST				
801.002	6" WATERLINE	LF	32	\$46.57	\$1,490.24
801.003	8" WATERLINE	LF	1300	\$62.08	\$80,704.00
801.058	PRESS CONN, w/FIT, WL	EA	1	\$2,059.18	\$2,059.18
801.065	DI FIT, MJ, 4"-14", WL	LB	2700	\$5.22	\$14,094.00
801.081	6" GATE VALVE	EA	1	\$1,625.83	\$1,625.83
801.082	8" GATE VALVE	EA	3	\$2,096.71	\$6,290.13
801.105	VALVE BOX	EA	4	\$902.46	\$3,609.84
801.113	FH, 4'	EA	1	\$4,647.52	\$4,647.52
XXX.XXX	PVMNT REM/REPL	SY	102	\$65.31	\$6,661.62
	ADJUST SAS MH TO GRADE	EA	1	\$2,200.00	\$2,200.00
			SUBTOTAL		\$123,382.36
	ARNO ST				
701.100	TRCHG BF, 18-36" SWR, <8'	LF	328	\$40.86	\$13,402.08
910.005	18" RCP, III	LF	56	\$48.49	\$2,715.44
910.009	24" RCP, III	LF	272	\$71.81	\$19,532.32
915.010	CTH BSN, A SG	EA	1	\$6,246.56	\$6,246.56
920.070	MH, 4' DIA, C or E	EA	1	\$6,781.52	\$6,781.52
920.080	MH, 4' DIA, C or E, >10'-14'	EA	1	\$6,955.41	\$6,955.41
XXX.XXX	24" CONC END SECTION	EA	1	\$1,350.00	\$1,350.00
	RIPRAP EROSION CONTROL PAD	SY	9	\$165.00	\$1,485.00
			SUBTOTAL		\$58,468.33
	MISC				
XXX.XXX	EROSION CONTROL	LS	1	\$35,000.00	\$35,000.00
			SUBTOTAL		\$35,000.00
			SUBTOTAL		\$870,526.17
	SURVEYING @ 1.43%				\$12,448.52
	MOBILIZATION @ 4.26%				\$37,084.41
	TRAFFIC CONTROL & BARRICADING @ 3.43%				\$29,859.05
			SUBTOTAL		\$949,918.16
	NMGRT @ 8.1875%				\$77,774.55
			TOTAL		\$1,027,692.71

Amesha Patel

Estimate approved as basis of financial guaranty, CPN 667279 -- May 6, 2025

Current DRC
Project Number: 987279

FIGURE 12

Date Submitted: 3-28-25
Date Site Plan Approved: —
Date Preliminary Plat Approved: —
Date Preliminary Plat Expires: —
DFT Project No.: PR-2022-007103
DFT Application No.: SI-2024-00922

INFRASTRUCTURE LIST

(Rev. 2-18-19)

EXHIBIT "A"

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

LOVE'S TRAVEL CENTER

PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN

REMAINING PORTION TRACT 64C2 M.R.G.C.D. MAP NO. 44 BERNALILLO COUNTY, NEW MEXICO
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		
							Inspector	Private P.E.	City Crst Engineer
		24' F-E	Major Local Paving, Curb & Gutter 6' Sidewalk (west side)	ARNO STREET	SUNPORT BLVD	650' SOUTH OF SUNPORT BLVD	/	/	/
		VARIES 12' TO 0'	Right Turn Lanes and Raised Median, Curb & Gutter (east side), 8' Paved Trail (east side)* * Paved trail to be maintained by property owner	BROADWAY BLVD SE	SUNPORT BLVD	800' SOUTH OF SUNPORT BLVD	/	/	/
		8"	Waterline	ARNO STREET	SUNPORT BLVD	SOUTH PROPERTY LINE TRACT 64C2	/	/	/
		8"	Sanitary Sewer Line	BROADWAY BLVD SE	SUNPORT BLVD	200' SOUTH OF SUNPORT BLVD	/	/	/
		24" SD	Storm Drain	ARNO STREET	400' NORTH OF SUNPORT BLVD	MUNICIPAL POND	/	/	/
							/	/	/
							/	/	/
							/	/	/
							/	/	/
							/	/	/
							/	/	/

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
			Engineer's Certification for Grading & Drainage is required for release of Financial Guarantee	

Construction Certification	
Inspector	City Crst Engineer
/	/
/	/

Approval of Creditable Items:	
Impact Fee Administrator Signature	Date

Approval of Creditable Items:	
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 Water and sanitary sewer utilities will include all necessary appurtenances (manholes, valves, fire hydrants, etc.).

2 Storm sewer pipe shall include 18" lateral pipes and drop inlet

3 Drainage pond treatment shall be per City of Albuquerque Specification 1013.

AGENT / OWNER		DEVELOPMENT REVIEW BOARD MEMBER APPROVALS	
Ron Bohannon, PE		PLANNING - date	PARKS & RECREATION - date
NAME (print)		Apr 2, 2025	Apr 2, 2025
TIERRA WEST LLC		TRANSPORTATION DEVELOPMENT - date	AMAFCA - date
FIRM		Apr 2, 2025	Apr 3, 2025
04/02/2025		UTILITY DEVELOPMENT - date	CODE ENFORCEMENT - date
SIGNATURE - date		Apr 17, 2025	Apr 2, 2025
		CITY ENGINEER - date	HYDROLOGY - date

DESIGN REVIEW COMMITTEE REVISIONS		
REVISION	DATE	DRC CHAIR

USER DEPARTMENT	AGENT OWNER

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

Receipt: 1623367

Product	Name	Extended
AGRE	Agreement	\$25.00
	# Pages	16
	Document #	2025056345
	# Of Entries	0
Total		\$25.00

Tender (Check) \$25.00
Check# 5231
Paid By TIERRA WEST LLC
Phone # 5058583100

Thank You!

7/14/25, 11:07 AM MST rzelada

CONTRACT CONTROL FORM

PROJECT: 667279 **CONTACT PERSON:** David Jones
CCN: 2026-AGR-120191
 (New/Existing) New

IIA-2025-00037

Type of Paperwork IIA Procedure B
 Project Name/Description (From CTS): Love's Travel Stop Sunport Blvd.
 Developer/Owner/Vendor Love's Travel Stops & Country Stores, Inc.

Contract Amount \$1,526,623.31 Contract Period: 7/2/25 - 6/15/2027

FINAL CONTRACT REVIEW

APPROVALS REQUIRED:

	Approved By	Approval Date
DRC Manager	<u>KV</u> <small>Initial</small>	<u>7/2/2025 9:20 AM MDT</u>
Legal Department	<u>JS</u>	<u>7/2/2025 9:59 AM MDT</u>
City Engineer	<u>KV for SB</u>	<u>7/2/2025 10:57 AM MDT</u>
Hydrology Engineer	_____	_____
Transportation Engineer	_____	_____
Construction Engineer	_____	_____
OTHER: <u>CAO</u>	_____	_____

DISTRUBUTION:

Date: _____ By: _____

Received by City clerk _____