

**INFRASTRUCTURE IMPROVEMENTS AGREEMENT**

**(Procedure B-No Work Order)**

(Guarantor providing Guaranty for Developer)

**AGREEMENT TO CONSTRUCT**

**PUBLIC AND/OR PRIVATE INFRASTRUCTURE IMPROVEMENTS**

**Project Name: Lexus of Albuquerque**

**Project Number: 585785**

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 Group 1 Realty Inc ("Developer"), a Delaware Corporation [state the type of business entity e.g. "New Mexico corporation," "general partnership," "individual," etc.], whose email address is cscott@group1auto.com whose address is 800 Gessner Suite 500 (Street or PO Box) Houston, TX (City, State), 77024 (Zip Code) and whose telephone number is 713-647-5700, and Travelers Casualty and Surety Company of America ("GUARANTOR"), a Connecticut Corporation [state the type of business entity e.g. "New Mexico corporation," "general partnership," "individual," etc.], whose email address is amanda.turman-avina@marsh.com whose address is One Tower Square (Street or PO Box) Hartford, CT (City, State), 06183 (Zip Code) and whose telephone number is 713-276-2270 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, commonly known as 4821 and 4811 Pan American Freeway, Albuquerque, New Mexico 87109 and as further described on Schedule 1 attached hereto (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:] Pan American Holdings, LLC an Arizona Limited Liability company and TDF Holdings, LLC, a New Mexico limited liability company ("Owner").

The Developer has submitted and the City has approved a preliminary plat or Site Plan identified as DFT Site Plan Pr- 2023-008423 SI- 2023-00606 CPN#585785 describing Developer's Property ("Developer's Property").

As a result of the development of the Developer's Property, the Integrated Development Ordinance ("I.D.O.") requires the Developer, at no cost to the City, to install certain public and/or private improvements, which are reasonably related to the development of the Developer's Property, or to financially guarantee the construction of the public and/or private improvements as a prerequisite to approval of the final plat, building permit or the Site Plan.

2. Improvements and Construction Deadline. The Developer agrees to install and complete the public and/or private improvements described in **Exhibit A**, the required infrastructure listing ("Improvements"), to the satisfaction of the City, on or before the August

**Doc# 2023044641**

07/18/2023 10:01 AM Page: 1 of 19  
AGRE R:\$25.00 Linda Stover, Bernalillo County



31, 2024 ("Construction Completion Deadline"), at no cost to the City. Although the Improvements are required, they are below the threshold level to be governed by the Work Order process. Permits are to be obtained from the Municipal Development Department Construction Services Division for work in the City Right-of-Way.

Note: To compute the Construction Completion Deadline: If a final plat will be filed after Developer meets the requirements of this Agreement, the Construction Completion Deadline can be no later than two years after execution of this Agreement. (See DPM, Chapter 5.) If a final plat will not be filed pursuant to this Agreement, the Construction Completion Deadline can be no later than one year after approval of the preliminary plat by the City's Development Review Board ("DRB"), unless the DRB grants an extension, not to exceed one additional year per extension, and the Developer processes an amendment to the Agreement. If this Agreement, with any amendments does not utilize the maximum time allowed for completion of construction, the Developer may obtain an extension of the Construction Completion Deadline if the Developer shows adequate reason for the extension.

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

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

5. Surveying, Inspection and Testing. The Improvements shall be inspected, surveyed and tested in accordance with all applicable laws, ordinances, and regulations, and according to the following terms:

A. Construction Surveying. Construction surveying for the construction of the Improvements shall be performed by New Mexico Registered Surveyor. 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 Improvements shall be performed by a New Mexico Registered Professional Engineer. 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 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. 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: Bond  
Amount: \$ 37,362.03  
Name of Financial Institution or Surety providing Guaranty: Travelers Casualty and Surety Company of America  
Date City first able to call Guaranty (Construction Completion Deadline):  
August 31<sup>st</sup> 2024  
If Guaranty is a Letter of Credit or Loan Reserve, then last day City able to call Guaranty is: \_\_\_\_\_  
Additional information: \_\_\_\_\_  
\_\_\_\_\_

7. Notice of Start of Construction. Before construction begins, the Developer shall arrange for a preconstruction conference and all required inspections.

8. Completion, Acceptance and Termination. When the City receives Developer's final acceptance package, the City shall review it for completeness and accuracy. (See DPM Chapter 2). If the package is acceptable, the City shall approve the package and issue a Certificate of Completion and Acceptance for the Public Improvements and a Certificate of Completion for the Private Improvements. Thereafter, the Developer's obligations to the City pursuant to this

Agreement shall terminate, with the exception of the bond or other guarantee which the Developer has provided to assure the materials and workmanship, as required by the I.D.O. After the City approves the final acceptance package, the City will promptly release this Agreement and the Financial Guaranty.

9. Conveyance of Property Rights. When the Improvements are completed, if the City does not own the real property upon, or in which, the public Improvements are constructed, the Developer will convey to the City all real and personal property rights which the City deems reasonably necessary, and all public Improvements, free and clear of all claims, encumbrances and liens before the City will accept the public Improvements. Conveyance may be made by appropriate dedication on the final plat.

10. Reduction of Financial Guaranty Upon Partial Completion. The Developer shall be entitled to a reduction of the Financial Guaranty as a result of completing construction of part of the Improvements if the following conditions are met:

A. Loan Reserve Financial Guaranty. If a loan reserve letter was provided as the Financial Guaranty, the Developer must follow the procedures and meet the requirements detailed in the DPM, Chapter 2.

B. Non-Loan Reserve Financial Guaranty. If a Financial Guaranty other than a loan reserve letter has been provided, the completed Improvements must be free-standing, functionally independent of any Improvements which have not yet been completed, and completed in substantial compliance with the approved construction plans, as determined by City on-site inspection in order to qualify for a Financial Guaranty reduction. If the Improvements which have been completed meet all City requirements, the City Engineer will estimate the cost of completing the remaining Improvements. Thereafter, the Developer must submit the following documents to the City for review and approval:

(1) A revised Financial Guaranty in an amount of not less than 125% of the cost of completing the remaining Improvements, as estimated by the City;

(2) A bond or other instrument acceptable to the City, which guarantees the completed Improvements against defective materials and workmanship for the period required by the I.D.O.

(3) Conveyance of real and personal property rights which meet the requirements of section 8 of this Agreement.

After the City receives and approves the required documents, the City shall issue a Partial Certificate of Completion and Acceptance for the completed public Improvements and a Certificate of Partial Completion for the completed private Improvements.

11. Indemnification. Until the Improvements are accepted by the City, the Developer shall be solely responsible for maintaining the premises upon which the Improvements are being constructed in a safe condition. The Developer agrees to indemnify and hold harmless the City

and its officials, agents and employees and, if the Improvements include water and wastewater infrastructure, the ABCWUA, its employees, officers and agents, from any claims, actions, suits or other proceedings arising from or out of the acts or omissions of the Developer, its agents, representatives, contractors or subcontractors or arising from the failure of the Developer, its agents, representatives, contractors or subcontractors to perform any act or duty required of the Developer herein. The indemnification required hereunder shall not be limited as a result of the specifications of any applicable insurance coverage. Nothing herein is intended to impair any right or immunity under the laws of the State of New Mexico.

12. Assignment. This Agreement shall not be assigned without the prior written consent of the City and the Developer and the express written concurrence of any financial institution or surety which has undertaken to guarantee the completion of the Improvements. The City's approval will not be withheld unreasonably. If so assigned, this Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

13. Release. If the Developer's Property or any part thereof is sold, conveyed or assigned, the City will not release the Developer from its obligations under this Agreement and will continue to hold the Developer responsible for all Improvements until a successor in interest to the Developer has entered into an Infrastructure Improvement Agreement with the City. Thereafter, if the Developer's successor in interest has provided a substitute financial guaranty acceptable to the City, the City will release this Agreement and any related Financial Guaranty.

14. Payment for Incomplete Improvements. If the Developer fails to satisfactorily complete construction of the Improvements by the Construction Completion Deadline, the City may construct or cause the Improvements to be constructed as shown on the final plat and in the approved plans and specifications. The Developer shall be jointly and severally liable to pay to, and indemnify the City for the total cost, including, but not limited to, engineering, legal, and contingent costs, together with any damages, either direct or consequential, which the City may sustain as a result of Developer's failure to perform as required by this Agreement. If the direct or indirect costs and damages to the City exceed the amount of the City's Claim of Lien or any Financial Guaranty, the Developer shall be liable to, and shall pay, the City for all such costs and damages. The surety or sureties shall be jointly and severally liable to pay to and indemnify the City for the total cost to the extent of their obligations pursuant to any Financial Guaranty.

15. Binding on Developer's Property. The provisions of this Agreement constitute covenants running with Developer's Property for the benefit of the City and its successors and assigns until terminated, and are binding on the Developer and the Owner and their heirs, successors and assigns.

16. Notice. For purposes of giving formal written notice, including notice of change of address, the Developer's and the City's addresses are as stated in the first paragraph of this Agreement. Notice may be given either in person or by certified U.S. mail, postage paid. Notice will be considered to have been received within six (6) days after the notice is mailed if there is no actual evidence of receipt.

17. Entire Agreement. This Agreement contains the entire agreement of the parties and

supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

18. Changes to Agreement. Changes to this Agreement are not binding unless made in writing, signed by both parties.

19: Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement will remain valid and enforceable if the remainder is reasonably capable of completion.

20. Captions. The captions to the sections or paragraphs of this Agreement are not part of this Agreement and will not affect the meaning or construction of any of its provisions.

21. Form Not Changed. Developer agrees that changes to this form are not binding unless initialed by the Developer and signed by the City Legal Department on this form.

22. Authority to Execute. If the Developer signing below is not the Owner of the Developer’s Property, the Owner must execute the Power of Attorney below.

**DEVELOPER:**

By [Signature]: CSCSA  
 Name [Print]: Christine Scott  
 Title: Assistant Secretary  
 Dated: 6/30/23

**DEVELOPER'S NOTARY**

STATE OF Texas )  
 ) ss.  
 COUNTY OF Harris )

This instrument was acknowledged before me on this 30th day of June, 2023 by  
 [name of person:] Christine Scott, [title or capacity, for instance,  
 "President" or "Owner":] Asst. Secretary of [Developer:] Group 1 Realty, Inc.



Nina Capistrano  
 Notary Public  
 My Commission Expires: 5/1/24

GUARANTOR: **Travelers Casualty and Surety Company of America**

By [Signature]: *Laura E. Sudduth*

Name [Print]: Laura E. Sudduth

Title: Attorney-in-Fact

Dated: June 28, 2023

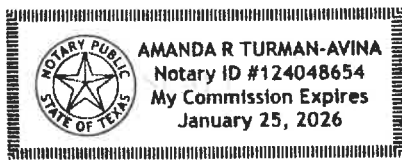
GUARANTOR'S NOTARY

STATE OF Texas )

) ss.

COUNTY OF Harris )

This instrument was acknowledged before me on this 28<sup>th</sup> day of June, 2023, by Laura E. Sudduth, Attorney-in-Fact of Travelers Casualty and Surety Company of America.



*Amanda R Turman-Avina*  
Notary Public Amanda R Turman-Avina  
My Commission Expires: January 25, 2026

CITY OF ALBUQUERQUE

CITY OF ALBUQUERQUE <sup>DS</sup>  
By: Shahab Biazar <sup>DS</sup> BMR  
C7E1GB54B159486  
Shahab Biazar, P.E., City Engineer

Agreement is effective as of (Date): 7/12/2023 | 10:41 AM MDT

CITY'S NOTARY

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

This instrument was acknowledged before me on this 12<sup>th</sup> day of July, 2023, by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

(SEAL)

*Rachael Miranda*  
Notary Public

My Commission Expires: 11-9-2025

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

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



**POWER OF ATTORNEY**

NOTE: Must be signed and notarized by the owner if the Developer is not the owner of the Developer's Property.

STATE OF  Texas  )  
 ) ss.  
COUNTY OF  Harris  )

[State name of present real property owner exactly as shown on the real estate document conveying title for the Developer's Property to the present owner:] **Pan American Holdings, LLC, TDF Holdings, LLC** ("Owner"), of [address:] **c/o Jennings Strauss, One East Washington St., Ste 1900, Attn: John Norling** [City:] **Phoenix**, [State:] **AZ** [zip code:] **85004**, hereby makes, constitutes and appoints [name of Developer:] **Group 1 Realty, Inc., a Delaware Corp.** ("Developer") as my true and lawful attorney in fact, for me and in my name, place and stead, giving unto the Developer full power to do and perform all and every act that I may legally do through an attorney in fact, and every proper power necessary to meet the City of Albuquerque's ("City") Integrated Development Ordinance requirements regarding the real estate owned by me and described in Section 1 of the Infrastructure Improvements Agreement ("Agreement") above, including executing the Agreement and related documents required by the City, with full power of substitution and revocation, hereby ratifying and affirming what the Developer lawfully does or causes to be done by virtue of the power herein conferred upon the Developer.

This Power of Attorney can only be terminated: (1) by a sworn document signed and notarized by the Owner, which shall be promptly delivered to the City Engineer in order to provide notice to City of the termination of this Power of Attorney; or (2) upon release of the Agreement by the City.

NOTE: Alternate wording may be acceptable, but must be submitted to the City Legal Department for review and approval before the final contract package is submitted to the City for review. The City may require evidence of ownership and/or authority to execute the Power of Attorney, if the Owner is not the Developer. If Owner is a corporation, the Power of Attorney must be signed by the president or by someone specifically empowered by the Board of Directors, in which case the corporate Secretary's certification and a copy of the Board's resolution empowering execution must accompany this document.

OWNER

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

Name [Print]: Donald Mackey; Managing Partner

Title: Managing Partner

Dated: 7/1/2023

The foregoing Power of Attorney was acknowledged before me on July, 2023 by [name of person:] Donald D. Mackey, [title or capacity, for instance "President":] Managing Partner of [Owner:] Pan American Holdings, LLC, and TDF Holdings, LLC on behalf of the Owner.

(SEAL)



Nina Capistrano  
Notary Public

My Commission Expires: 5/1/24

Schedule 1

Legal Description

Pan American Holdings, L.L.C., an Arizona limited liability company, as to Tract C, Parcel I

TDF Holdings, LLC, a New Mexico limited liability company, as to Tract B Parcel I, and Tracts A, B, & C Parcel II

PARCEL I:

TRACTS LETTERED "B" & "C" OF THE PLAT OF TRACTS A, B AND C OF THE LLD SUBDIVISION, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT OF SAID ADDITION, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO, ON MARCH 26, 2004, IN PLAT BOOK 2004C, FOLIO 102.

PARCEL II:

TRACTS "A", "B", AND "C" AS DESCRIBED AND IDENTIFIED ON PLAT NO. ID-73-476 OF THE NORTH SWITCHING STATION ADDITION IN ALBUQUERQUE, NEW MEXICO, FILED IN THE RECORDS OF BERNALILLO COUNTY ON OCTOBER 16, 1973, IN VOLUME B8, FOLIO 181. TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS AND STORM DRAINAGE AS SET FORTH IN THAT CERTAIN GRANT OF EASEMENT RECORDED IN BOOK 94-24, PAGE 9598 AS DOCUMENT NO. 94106090; THAT CERTAIN PNM ACCESS EASEMENT RECORDED IN BOOK A4, PAGE 4328 AS DOCUMENT NO. 2000034476 AND THAT CERTAIN CROSS EASEMENT, JOINT USE AND RESTRICTIVE COVENANT RECORDED IN BOOK A75, PAGE 3902 AS DOCUMENT NO. 2004044032, RECORDS OF BERNALILLO COUNTY, NEW MEXICO, SUBJECT TO THE TERMS AND PROVISIONS THEREIN.

**INFRASTRUCTURE BOND  
(Procedure B)**

Bond No. 107805066

**INFRASTRUCTURE IMPROVEMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS: That we **Group 1 Realty, Inc.**, ("Developer") a **Delaware Corporation**, as "Principal", and **Travelers Casualty and Surety Company of America**, a corporation organized and existing under and by virtue of the laws of the State of **Connecticut** 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 **Thirty-Seven Thousand Three Hundred Sixty-Two and 03/100 Dollars, (\$37,362.03)**, 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 **Lexus of Albuquerque** ("Developer's Property"), City Project No. **585785**; 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:  
**Sidewalk Construction at Lexus of Albuquerque at 4821 Pan American Freeway, Albuquerque, NM 87109; CPN 585785; PR-2023-008423, SI-202300606** ("Improvements")

All construction shall be performed in accordance with the Agreement to Construct Public and/or Private Infrastructure Improvements Agreement entered into between **Group 1 Realty, 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. 107805066

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 August 31, 2024 ("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.

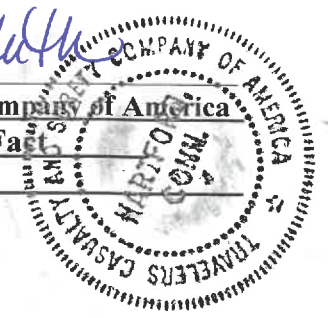
IN WITNESS WHEREOF, this bond has been executed 28th day of June, 2023.

**DEVELOPER**

By [signature:] *C. Scott*  
Name: Group 1 Realty, Inc. Christine Scott  
Title: Assistant Secretary  
Dated: June 28, 2023

**SURETY**

By [signature:] *Laura E. Sudduth*  
Name: Travelers Casualty and Surety Company of America  
Title: Laura E. Sudduth, Attorney-in-Fact  
Dated: June 28, 2023



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



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Laura E. Sudduth of Houston, Texas, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

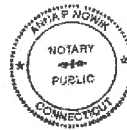
By:   
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

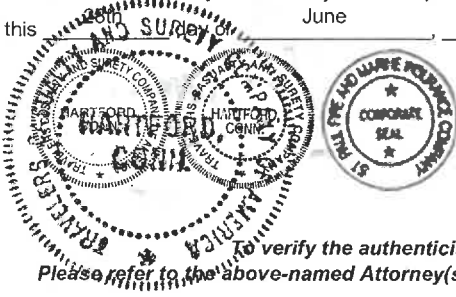
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 21st day of June, 2023.



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

# CITY OF ALBUQUERQUE



## FINANCIAL GUARANTY AMOUNT

June 13, 2023

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

Project Description:

Project ID #: 585785 Lexus of Albuquerque

Requested By: Birk Ayer

Approved Estimate Amount: \$ 21,809.72

Contingency Amount: 15.00% \$ 3,271.46

Subtotal: \$ 25,081.18

PO Box 1293 NMGRT: 7.750% \$ 1,943.79

Subtotal: \$ 27,024.97

Albuquerque Engineering Fee: 6.60% \$ 1,783.65

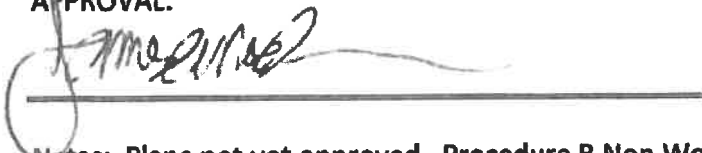
New Mexico 87103 Testing Fee: 4.00% \$ 1,081.00

Subtotal: \$ 29,889.62

www.cabq.gov FINANCIAL GUARANTY RATE: 1.25

TOTAL FINANCIAL GUARANTY REQUIRED: \$ 37,362.03

APPROVAL:

  
\_\_\_\_\_

DATE:

June 13, 2023

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



June 13, 2023

James A. Roeder, P.E.  
 Design Review Committee Chair  
 City of Albuquerque Building and Development Services  
 600 Second NW  
 Albuquerque, NM 87102

**Reference: Sidewalk Infrastructure Estimated Construction Cost  
 Lexus of Albuquerque  
 4821 Pan American Freeway  
 CPN 585785, PR-2023-008423, SI-202300606**

Dear Mr. Roeder:

We are seeking DFT Site Plan approval for Lexus of Albuquerque. We understand the Site Plan is ready for DFT staff signatures but still needs a financial guaranty and Infrastructure Improvement Agreement (IIA). The infrastructure list only includes 511 linear feet (340.7 SY) of concrete sidewalk. Our estimated construction cost is listed below:

Item	Description	Quantity	Unit	Unit Price	Cost
1	Concrete Sidewalk	340.7	SY	\$ 58.67	\$19,986.91
2	Staking	1	LS	1.43%	\$ 285.81
3	Mobilization	1	LS	4.26%	\$ 851.44
4	Traffic Control & Barricading	1	LS	3.43%	\$ 685.55
Total Estimated Cost					\$21,809.72

Please find the following items attached:

1. Completed request for Financial Guaranty Requirement Form
2. Approved Infrastructure List
3. Zone Map with site indicated
4. Site Paving Plan showing proposed sidewalk

Thank you for your assistance with this project. If you have comments or questions or need any additional information, please contact me.

Respectfully Submitted,

Birk Ayer, P.E.

Approved as basis of financial  
 guaranty, June 13, 2023.



Current DRC  
Project Number: \_\_\_\_\_

**FIGURE 12**

Date Submitted: 5/12/23

Date Site Plan Approved: \_\_\_\_\_  
 Date Preliminary Plat Approved: \_\_\_\_\_  
 Date Preliminary Plat Expires: \_\_\_\_\_  
 DFT Project No.: PR-2023-008423  
 DFT Application No.: SI-2023-006808

**INFRASTRUCTURE LIST**

(Rev. 2-16-18)

**EXHIBIT "A"**

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

**Lexus of Albuquerque**

**PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN**  
**TRACTS LETTERED "C" OF THE PLAT OF TRACTS A, B AND C OF THE LLD SUBDIVISION, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT OF SAID ADDITION, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO ON MARCH 26, 2004, IN PLAT BOOK 2004C, FOLIO 102.**  
**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 SJA 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.

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification	
							Inspector	City Crat Engineer
			6' SIDEWALK (ALONG FRONTAGE)	PAN AMERICAN FWY NE	SW PROPERTY CORNER	NE PROPERTY CORNER	/	/
							/	/
							/	/
							/	/
							/	/
							/	/
							/	/
							/	/
							/	/
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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 DRG #	Constructed Under DRG #	Size	Type of Improvement	Location	From To	Construction Certification	
						Inspector	City Crest 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 FACILITATION TEAM APPROVALS**

Blittie Ayer, Jr., P.E. May 12, 2023  
 NAME (print) Blittie Ayer, Jr.  
 Ayer Design Group May 12, 2023  
 FIRM Blittie Ayer, Jr.  
 SIGNATURE - date Blittie Ayer, Jr.  
May 12, 2023  
 PARKS & RECREATION - date May 12, 2023  
 AMAFCA - date May 12, 2023  
SH Blevins  
 JEFF PATERSON CODE ENFORCEMENT - date May 12, 2023  
W. J. ...  
 HYDROLOGY - date May 12, 2023

**DESIGN REVIEW COMMITTEE REVISIONS**

REVISION	DATE	DRG CHAIR	USER DEPARTMENT	AGENT / OWNER