



INFRASTRUCTURE IMPROVEMENTS AGREEMENT
(Procedure B)

AGREEMENT TO CONSTRUCT
PUBLIC AND/OR PRIVATE INFRASTRUCTURE IMPROVEMENTS

Project Name: Dutch Bros. Coffee - Albuquerque, NM - NM0504 - Offsite Improvements
Project Number: 785381 (City Project Number)

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 Dutch Bros., LLC, ("Developer"), a Oregon limited liability company, (state the type of business entity e.g. "New Mexico corporation," "general partnership," "individual," etc.), whose email address is ron.austerman@dutchbros.com, whose address is 300 North Valley Drive (Street or PO Box) Grants Pass, OR (City, State), 97526 (Zip Code) and whose telephone number is 541-472-0143, in Albuquerque, New Mexico, and is entered into as of the date of final execution of this Agreement.

1. **Recital.** The Developer is developing certain lands within the City of Albuquerque, Bernalillo County, New Mexico, known as [existing legal description:] Parcel 1: tract lettered C-One-A (C-1-A), PLAT of academy acres unit 17, Albuquerque, NM as the same is shown and designated on the plat tracts C-1-A thru C-1-E Academy Acres Unit 17 ~~Parcel 2: non-exclusive rights of reciprocal blanket private access, drainage, utility, and parking easement, as shown on plat filed May 18, 1990 in Plat book 90C, Folio 131~~ recorded on 12/29/2022, attached, pages 1 through 11, as Document No. 2022109649 in the records of the Bernalillo County Clerk, State of New Mexico (the "Developer's Property"). The Developer certifies that the Developer's Property is owned by [state the name of the present real property owner exactly as shown on the real estate document conveying title for the Developer's Property to the present owner:] 7330 San Antonio LLC a New Mexi coLi mitedLi abilityCompany ("Owner").

The Developer has submitted and the City has approved a Preliminary Plat or Site Plan identified as Site Plan Amendment to the Wyoming Commercial Complex 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: I.I.A. Proce due B with FG
Amount: \$ 96,341.55
Name of Financial Institution or Surety providing Guaranty:
Marsh USA LLC d/b/a Marsh Risk & Insurance Services in California, License Number: 0437153
Date City first able to call Guaranty (Construction Completion Deadline):
04/01/2027
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 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: Dutch Bros., LLC, an Oregon Limited Liability Company

By [Signature]: [Signature]

Name [Print]: HARRY RAFT

Title: VP DESIGN/CONSTRUCTION

Dated: 04 15 25

DEVELOPER'S NOTARY

STATE OF ARIZONA)
COUNTY OF MARICOPA) ss.

This instrument was acknowledged before me on this 15th day of April, 2025, by
[name of person:] Harry Raft, [title or capacity, for instance,
"President" or "Owner":] VP Design/Construction of
[Developer:] Dutch Bros., LLC.



[Signature]
Notary Public
My Commission Expires: 12/27/26

CITY OF ALBUQUERQUE:

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

DS
KV

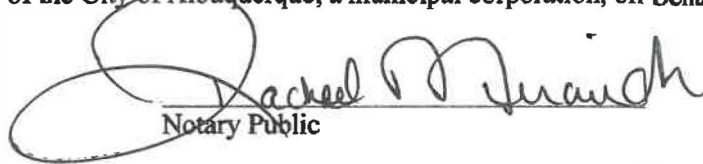
Initial
SB

Agreement is effective as of (Date): 4/29/25

CITY'S NOTARY

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

This instrument was acknowledged before me on this 29th day of April, 2025,
by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation, on behalf of
said corporation.


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]

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 New Mexico)
) ss.
COUNTY OF Bernalillo)

[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:]

7330 San Antonio LLC ("Owner"), of [address:]
7330 San Antonio Dr NE [City:]
Albuquerque, [State:] New Mexico [zip code:] 87109, hereby
makes, constitutes and appoints [name of Developer:]

Dutch Bros, LLC ("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]: Steve Maestas

Title: Manager

Dated: April 22, 2025

The foregoing Power of Attorney was acknowledged before me on April 22,
20 25 by [name of person:] Steve Maestas, [title or capacity, for
instance "President":] Manager of [Owner:]
7330 San Antonio LLC on behalf of the Owner.

(SEAL)
STATE OF NEW MEXICO
NOTARY PUBLIC
Kelcy Flanagan
Commission No. 1135417
September 07, 2025


Notary Public

My Commission Expires: Sept. 07, 2025

**INFRASTRUCTURE BOND
(Procedure B)**

Bond No. [Surety's No:] 20BSBJI6526

INFRASTRUCTURE IMPROVEMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we [name of Developer:] Dutch Bros., LLC, an Oregon limited liability company ("Developer") a LLC [state type of business entity, e.g. "New Mexico corporation," "general partnership," "individual," etc.] _ as "Principal", and [name of surety:] Hartford Fire Insurance Company, 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 [written amount:] Ninety Six Thousand Three Hundred Forty One and 55/100**** Dollars, ([amount in figures:] \$ 96,341.55), as amended by change orders approved by the Surety or changes to the infrastructure list approved by the City Development Review Board, the payment of which is well and truly to be made, and each of us bind ourselves, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, and firmly by these presents.

NOW, THEREFORE, the condition of the above obligation is such that:

WHEREAS, the Principal is the owner of and/or is interested in or is developing land and premises known as [name of Developer's Property:] Dutch Bros. Coffee - Albuquerque NM NM0504- Offsite Improvements ("Developer's Property"), City Project No. 785381; and

WHEREAS, said Developer's Property is subject to the provisions and conditions of the ordinance of the CITY OF ALBUQUERQUE known as the Integrated Development Ordinance, the requirements of which include the installation of various other improvements by the Principal; and

WHEREAS, the Integrated Development Ordinance also requires the Principal to install and construct the following improvements at the Developer's Property: [list the improvements, e.g., water, sewer, pavement, sidewalks:]

NM0504 - 7330 San Antonio Drive NE, Albuquerque: 785381 - Off Site Improvement Review (BCE#23204)

("Improvements")

All construction shall be performed in accordance with the Agreement to Construct Public and/or Private Infrastructure Improvements Agreement entered into between [name of Developer:] Dutch Bros., LLC, an Oregon limited liability company and the CITY OF ALBUQUERQUE, as recorded in the office of the Clerk of Bernalillo County, New Mexico, on March 21, 20 25 as Document Number 785381, as amended by change order or amendments to the agreement.

Bond No. [surety's No:] 20BSBJI6526

Bond No. [surety's No:] 20BSBJ6526

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:] April 1, 20 27 ("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 1st day of April, 20 25.

DEVELOPER

Dutch Bros., LLC, an Oregon limited liability company

By [signature:] 

Name: HARET RAFTER

Title: VP. DESIGN/CONSTRUCTION.

Dated: 04/10/25

SURETY

Hartford Fire Insurance Company

By [signature:] 

Name: Loretta M. Jones

Title: Attorney-In-Fact

Dated: April 1, 2025

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

SURETY ACKNOWLEDGMENT

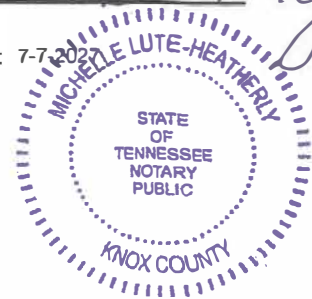
STATE OF Tennessee
COUNTY OF Knox

On this 1st day of April in year 2025 Before me personally come(s)
Loretta M. Jones to me known, who, being by me duly sworn, deposes and says
that same resides in Knoxville, Tennessee that same is the Attorney-in-Fact
of the Hartford Fire Insurance Company the
corporation described in and which executed the foregoing instrument; that same knows the seal of the said
corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the
order of the Board of Directors of said corporation, and that same signed the name thereto by like order.

(Signature of Notary taking acknowledgment)

Michelle Lute-Heatherly
Michelle Lute-Heatherly

My Commission Expires: 7-7-2027



CORPORATE ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

On this 1st day of April In the year 2025 before me personally come(s)
_____ to me known, who, being by me duly sworn,
deposes and says that same resides in _____ that same is the
_____ of the
the corporation described in and which executed the foregoing instrument; that same knows the seal of the
said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by
the order of the Board of Directors of said corporation, and that same signed the name thereto by like order.

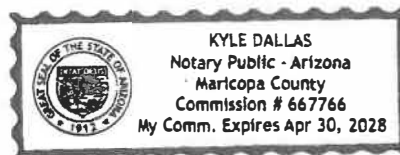
(Signature of Notary taking acknowledgment)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of Arizona
County of Maricopa

On this 10th day of April in the year 2025 before me personally come(s)
Harry Raft to me known, who, being by me duly sworn,
deposes and says that same resides in Arizona that same is the
VP. of Design and Construction of the Dutch Bros., LLC, an Oregon limited liability company
the Limited Liability Company described in and which executed the foregoing instrument; that same knows
the seal of the said corporation; that the seal affixed to the said instrument; and that same authorized under
the Articles of Organization and the Operating Agreement as amended and in effect this date to execute the
forgoing instrument and so bind the Limited Liability Company.

Kyle Dallas
(Signature of Notary taking acknowledgment)



POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MARSH USA LLC

- | | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input checked="" type="checkbox"/> | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| <input checked="" type="checkbox"/> | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/> | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/> | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| <input type="checkbox"/> | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois |
| <input type="checkbox"/> | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana |
| <input type="checkbox"/> | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of** Unlimited :

Loretta M. Jones

of

Knoxville, TN

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPier

Joelle L. LaPier, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPier, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President 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 is still in full force effective as of April 1, 2025

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

HARTFORD FIRE INSURANCE COMPANY

Hartford, Connecticut

Financial Statement, December 31, 2023

Statutory Basis

ASSETS

U.S. Government Bonds	\$ 768,944,974
Bonds of Other Governments	173,316,061
State, County and Municipal Bonds	976,353,527
Miscellaneous Bonds	5,785,989,529
Stocks	5,844,871,998
Short Term Investments	32,869,663
	<u>\$ 13,582,345,752</u>

Real Estate	\$ 293,084,389
Cash	52,850,673
Agents' Balances (Under 90 Day)	3,738,965,830
Other Invested Assets	4,778,703,667
Miscellaneous	4,236,467,322
Total Admitted Assets	<u>\$ 26,682,417,633</u>

LIABILITIES

Reserve for Claims	\$
and Claim Expense	11,037,286,875
Reserve for Unearned Premiums	2,598,084,769
Reserve for Taxes, License	
and Fees	51,917,642
Miscellaneous Liabilities	1,009,063,683
Total Liabilities	<u>\$ 14,696,352,969</u>

Capital Paid In	\$ 55,320,000
Surplus	<u>11,930,744,664</u>
Surplus as regards Policyholders	<u>\$ 11,986,064,664</u>
Total Liabilities, Capital	
and Surplus	<u>\$ 26,682,417,633</u>

STATE OF FLORIDA
SEMINOLE COUNTY
CITY OF LAKE MARY

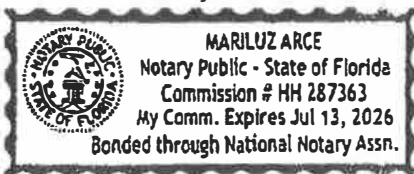
} ss.

Joelle L. LaPierre, Assistant Vice President and Phyllis Clark, Assistant Secretary of the Hartford Fire Insurance Company, being duly sworn, each deposes and say that the foregoing is a true and correct statement of the said company's financial condition as of December 31, 2023.

Subscribed and sworn to before me this
1st day of March, 2024.

Mariluz Arce

Notary Public



Joelle L. LaPierre
Assistant Vice President

Phyllis A. Clark
Assistant Secretary

CITY OF ALBUQUERQUE



FINANCIAL GUARANTY AMOUNT

March 21, 2025

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

Project Description:

Project ID #: 785381 Dutch Bros, 7330 San Antonio Dr NE

Requested By: Brianna Uy

Approved Estimate Amount: \$ 65,941.77

Contingency Amount: 0.00% \$ -

Subtotal: \$ 65,941.77

PO Box 1293 NMGR: 7.625% \$ 5,028.06

Subtotal: \$ 70,969.83

Albuquerque Engineering Fee: 6.60% \$ 4,684.01

New Mexico 87103 Testing Fee: 2.00% \$ 1,419.40

Subtotal: \$ 77,073.24

www.cabq.gov

FINANCIAL GUARANTY RATE: 1.25

TOTAL FINANCIAL GUARANTY REQUIRED: \$ 96,341.55

APPROVAL:

DATE:

March 21, 2025

Notes: Work order plans are approved.



ENGINEER'S COST ESTIMATE

Project Name: Dutch Bros. Coffee - Albuquerque NM NM0504- Offsite Improvements

Date: 03/19/25

Site Location: 7330 San Antonio Dr NE

Our Job No.: 23204

Municipality: City of Albuquerque

Engineer: Anthony Merlino

ITEM	DESCRIPTION	UNIT	UNIT PRICE	QTY	TOTAL
1	4.01 Staking	%		1.43%	\$755.02
2	4.02 Survey	%		0.74%	\$390.71
3	6.05 Construction Mobilization	%		4.26%	\$2,249.23
4	6.06 Construction Demobilization	%		0.30%	\$158.40
5	19.01 Traffic Control and Barrier	%		3.43%	\$1,811.00
6	201.06 Erosion Control	%		0.28%	\$147.84
7	202.01 Excavate and Dispose Unclassified Matl for Roadways, comp	CY	\$13.48	13	\$175.24
8	301.02 Subgrade Prep, 12" at 95% compaction, cip	SY	\$4.35	79	\$343.65
9	302.01 Aggregate Base Course, crushed, 6" at 95% compaction, cip SD 2408	SY	\$12.17	79	\$961.43
10	329.01 Plant Mixed Seal Coat, cip, SD 2408	SY	\$8.31	152	\$1,263.12
11	336.022 Asphalt Concrete 2" (Assume 3 courses- COA STD 2407)	SY	\$21.13	357	\$22,630.23
12	340.06 Curb & Gutter, Median, Portland Cement Concrete, cip. SD 2408	LF	\$24.34	170	\$4,137.80
13	340.3 4" Median Pavement, PCC, include subgrade compaction, cip	SY	\$100.85	52	\$5,244.20
14	343.05 Existing Pavement, Asphalt, more than 4" thick, sawcut, remove and dispose, compl.	SY	\$26.08	40	\$1,043.20
15	343.08 Curb & Gutter, PCC, Remove and dispose, compl.	LF	\$10.22	166	\$1,696.52
16	441.001 Reflectorized Plastic Pavement Markings, 4" width (incl double yellow)	LF	\$1.32	491	\$648.12
17	441.01 Reflectorized Plastic Arrow, Right	EA	\$225.60	2	\$451.20
18	441.013 (OPP) Reflectorized Plastic Arrow, Thru and Left	EA	\$316.44	2	\$632.88
19	441.02 Reflectorized Plastic Word, Only, cip.	EA	\$236.48	1	\$236.48
20	331.01 Surface Prep. , Asphalt Concrete Pavement Overlay, cip.	SY	\$3.27	28	\$91.56
21	336.022 Asphalt Concrete 2 1/2" (For mill and inlay)	SY	\$22.52	30	\$675.60
22	343.085 Existing Sidewalk, 4" PC Concrete, remove & dispose	SY	\$13.91	39	\$542.49
23	340.01 Sidewalk, 4" thick, Portland Cement Concrete, incl. subgrade compaction, cip. SD 2430	SY	\$69.55	39	\$2,712.45
24	340.05 Curb & Gutter, Standard, Portland Cement Concrete, incl. subgrade preparation	LF	\$31.21	10	\$312.10
25	201.02 Trees, 12" to 30" circumference, Remove & Dispose, compl.	EA	\$1,304.14	5	\$6,520.70
26	1005.01 Trees 2" caliper deciduous, complete in place.	EA	\$430.37	5	\$2,151.85

27	201.01 Site Clearing and Grubbing, compl.	AC	\$2,521.33	0.01	\$25.21
28	343.03 Existing Pavement, Asphalt Concrete, up to 4" thick, sawcut, remove & dispose, compl (for grind and overlay)	SY	\$10.09	30	\$302.70
29	1005.32 Gravel mulch 2"-4" canyon gold, including filter fabric, complete in place. (Desert Bronze is actual color)	SY	\$18.40	126	\$2,318.40
30	802.64 1-1/2" Water Service Line, new single connection to existing watermain, cip. SD 2363 (New Tap for Domestic)	EA	\$924.91	1	\$924.91
31	802.46 Water Meter Box, 1-1/2" to 2", Rehab. excl. meter, cip. SD 2367 (New Domestic Service)	EA	\$3,314.25	1	\$3,314.25
32	802.4 Water Meter Box , Adjust to grade, compl.	EA	\$890.80	1	\$890.80
33	801.055 Existing Waterline, 6" to 14", with fittings, Remove & Dispose, excl. trenching, compl. (Ex. Fire Line)	LF	\$8.69	21	\$182.49
Total:					\$65,941.77
TAX (10.00%)					\$6,594.18
GRAND TOTAL:					\$72,535.95

Estimate approved as basis of financial guaranty, CPN 785381, March 21, 2025

Anthony Ernest Merlino



03/20/2025

Current DRC

Project Number:

FIGURE 12

INFRASTRUCTURE LIST

(Rev. 2-16-18)

EXHIBIT "A"

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

Date Submitted: 21 OCT 2024

Date Site Plan Approved: _____

Date Preliminary Plat Approved: _____

Date Preliminary Plat Expires: _____

DRB Project No.: PR-2022-007872

DRB Application No.: St-2024-00674

Site Plan Amendment to the Wyoming Commercial Complex

PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN

PARCEL 1: TRACT LETTERED C-ONE-A (C-1-A), PLAT OF ACADEMY ACRES, UNIT 17, ALBUQUERQUE, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT OF TRACT SC-1-A THRU C-1-E, ACADEMY ACRES, UNIT 17, FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO, ON MAY 18, 1990, IN PLAT BOOK 90C, FOLIO 131.
PARCEL 2: NON-EXCLUSIVE RIGHTS OF RECIPROCAL BLANKET PRIVATE ACCESS, DRAINAGE, UTILITY, AND PARKING EASEMENT, AS SHOWN ON PLAT FILED MAY 18, 1990, IN PLAT BOOK 90C, FOLIO 131, RECORDS OF BERNALILLO COUNTY, NEW MEXICO. TO THE EXTENT OF AND ONLY FOR THE DURATION PROVIDED FOR THEREIN.

EXISTING LEGAL DESCRIPTION PRIOR TO PLATTING ACTION

Following is a summary of PUBLIC/PRIVATE Infrastructure required to be constructed or financially guaranteed for the above development. This Listing is not necessarily a complete listing. During the SIA process and/or in the review of the construction drawings, if the DRC Chair determines that appurtenant items and/or unforeseen items have not been included in the Infrastructure listing, the DRC Chair may include those items in the listing and related financial guarantee. Likewise, if the DRC Chair determines that appurtenant or non-essential items can be deleted from the listing, those items may be deleted as well as the related portions of the financial guarantees. All such revisions require approval by the DRC Chair, the User Department and agent/owner. If such approvals are obtained, these revisions to the listing will be incorporated administratively. In addition, any unforeseen items which arise during construction which are necessary to complete the project and which normally are the Subdivider's responsibility will be required as a condition of project acceptance and close out by the City.

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification		
							Private Inspector	P.E.	City Cnst Engineer
		6"	336.022 AC Pavement (match existing) per Sections 116, 336, COA STD 2407 2408	San Antonio Dr NE	STA 4+64.99	STA 6+35.01	/	/	/
		6"	340.061 Mountable Median Curb and Gutter Per COA Dwg 2415A	San Antonio Dr NE	STA 4+64.99	STA 6+35.01	/	/	/
		4"	340.3 Median Pavement, PCC	San Antonio Dr NE	STA 4+80.43	STA 5+99.71	/	/	/
		4"	441.001 Solid White Retroreflective Stripe	San Antonio Dr NE	STA 4+64.99	STA 5+40.98	/	/	/
		4"	441.001 Solid White Retroreflective Stripe	San Antonio PL NE	STA 4+08.61	STA 5+46.56	/	/	/
		4"	441.001 Solid Yellow Retroreflective Stripe	San Antonio PL NE	STA 4+08.66	STA 5+46.56	/	/	/
		1 EA	441.01 Reflectorized Plastic Arrow, Right	San Antonio PL NE	STA 5+34.14	STA 5+41.72	/	/	/
		1 EA	441.013(OPP) Reflectorized Plastic Arrow Thru & Left	San Antonio PL NE	STA 5+28.58	STA 5+41.72	/	/	/
							/	/	/

<p>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.</p>									
Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification		
							Private Inspector	P.E.	City Cnst Engineer
<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>						/	/	/
<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>						/	/	/
Approval of Creditable Items:							Approval of Creditable Items:		
Impact Fee Administrator Signature Date							City User Dept. Signature Date		

NOTES

If the site is located in a floodplain, then the financial guarantee will not be released until the LOMR is approved by FEMA.
 Street lights per City requirements.

1	
2	
3	

AGENT / OWNER	DEVELOPMENT REVIEW BOARD MEMBER APPROVALS	
Ron Austerman <hr/> NAME (print) Dutch Bros Coffee <hr/> FIRM <div style="border: 1px solid black; padding: 2px; display: inline-block;"> Discussed by: Ron Austerman </div> <hr/> SIGNATURE - date March 11, 2025	<div style="border-bottom: 1px solid black; display: inline-block; width: 100%;"> </div> Mar 12, 2025 DRB CHAIR - date	<div style="border-bottom: 1px solid black; display: inline-block; width: 100%;"> </div> Mar 12, 2025 PARKS & RECREATION - date
	<div style="border-bottom: 1px solid black; display: inline-block; width: 100%;"> Ernest Amigo </div> Mar 12, 2025 TRANSPORTATION DEVELOPMENT - date	
	<div style="border-bottom: 1px solid black; display: inline-block; width: 100%;"> </div> Mar 12, 2025 UTILITY DEVELOPMENT - date	<div style="border-bottom: 1px solid black; display: inline-block; width: 100%;"> </div> Mar 14, 2025 AMAFCA - date
	<div style="border-bottom: 1px solid black; display: inline-block; width: 100%;"> Shaleb Prigun </div> Mar 12, 2025 CITY ENGINEER - date	<div style="border-bottom: 1px solid black; display: inline-block; width: 100%;"> </div> Mar 12, 2025 CODE ENFORCEMENT - date
		Mar 12, 2025 HYDROLOGY - date

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

CONTRACT CONTROL FORM

PROJECT: 785381 **CONTACT PERSON:** Kathy Verhage
CCN: 2025-AGR-118016
 (New/Existing) New

Type of Paperwork IIA Procedure B Work Order
 Project Name/Description
 (From CTS): Dutch Bros. Coffee Offsite Improvements
 Developer/Owner/Vendor Dutch Bros., LLC

Contract Amount \$96,341.55 Contract Period: 4/29/25 - 04/01/2027

FINAL CONTRACT REVIEW

APPROVALS REQUIRED:

	Approved By	Approval Date
DRC Manager	<u>KV</u> <small>Initial</small>	4/28/2025 9:11 AM MDT
Legal Department	<u>[Signature]</u>	4/28/2025 1:14 PM MDT
City Engineer	<u>[Signature]</u>	<u>4/29/25</u>
Hydrology Engineer	_____	_____
Transportation Engineer	_____	_____
Construction Engr.	_____	_____
OTHER: CAO	_____	_____

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

DISTRUBUTION:

Received by City clerk 4/30/2025 R. Salvio
 Date: _____ By: _____

Receipt: 1604304

Product	Name	Extended
AGRE	Agreement	\$25.00
	# Pages	20
	Document #	2025036340
	# Of Entries	0
Total		\$25.00

Tender (Check) \$25.00
 Check# 11575
 Paid By BOERSMA BROS LLC

REC'D CITY CLERK
 2025 APR 30 PM3:15

Thank You!

4/30/25, 11:37 AM MST rzelada