

promptly with the requirements of the Notice. The Owner will perform all required work by the Deadline, at Owner's sole expense.

6. Failure to Perform by Owner and Emergency Work by City. If the Owner fails to comply with the terms of the Notice by the Deadline, or if the City determines that an emergency condition exists, the City may perform the work itself. The City may assess the Owner for the cost of the work and for any other expenses or damages, which result from Owner's failure to perform. The Owner agrees promptly to pay the City the amount assessed. If the Owner fails to pay the City within thirty (30) days after the City gives the Owner written notice of the amount due, the City may impose a lien against Owner's Property for the total resulting amount.

7. Liability of City for Repair after Notice or as a Result of Emergency. The City shall not be liable to the Owner for any damages resulting from the City's maintenance or repair following Notice to the Owner as required in this Covenant or in an emergency unless the damages are the result of the reckless conduct or gross negligence of the City

8. Indemnification. The Owner agrees to indemnify and hold the City, its officials, agents and employees harmless from all claims, actions, suits and proceedings arising out of, or resulting from the Owner's negligent maintenance, construction, repair or use of the Drainage Facility. To the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to this Covenant, this Covenant to indemnify will not extend to liability, claims, damages, losses or expenses, including attorneys' fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the Owner or its agents or employees; or (2) the giving of or the failure to give directions or instructions by the Owner, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

9. Cancellation of Agreement and Release of Covenant. This Covenant may be released if the Drainage Facility is no longer required for the protection of the public health, safety and welfare by the City filing a "Notice of Release" with the Bernalillo County Clerk. The Notice of Release must be signed by the City's Chief Administrative Officer or his designee, and the approval of the City Hydrologist must be endorsed thereon.

10. Assessment. Nothing in this Covenant shall be construed to relieve the Owner, its heirs, assigns and successors from an assessment against the Owner's Property for improvements to the Property under a duly authorized and approved Special Assessment District. The parties specifically agree that the value of the Drainage Facility will not reduce the amount assessed by the City.

11. Notice. For purposes of giving formal written notice to the Owner, Owner's address is:

CWPS Corp - Chris Campbell

222 E 5th St

Tucson, AZ 85705

Notice may be given to the Owner either in person or by mailing the Notice by regular U.S.

mail, postage paid. Notice will be considered to have been received by the Owner within three (3) days after the Notice is mailed if there is no actual evidence of receipt. The Owner may change Owner's address by giving written notice of the change by Certified Mail-Return Receipt Requested, to City Hydrologist, P.O. Box 1293, Albuquerque, New Mexico 87103.

12. Term. This Covenant shall continue until terminated by the City pursuant to Section 9 above.

13. Binding on Owner's Property. The covenants and obligations of the Owner set forth herein shall be binding on Owner, its heirs, personal representatives, assigns and successors and on Owner's Property and shall constitute covenants running with the Owner's Property until released by the City.

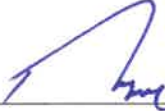
14. Entire Agreement. This Covenant contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith regarding this subject matter.

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

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

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

OWNER:

By [signature]: 

Name [print]: RYAN DARBY

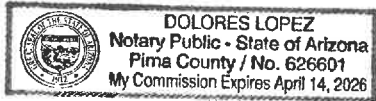
Title: VICE PRESIDENT

Dated: 9/5/2025

OWNER'S ACKNOWLEDGMENT

STATE OF ~~NEW MEXICO~~ AZ)
)ss
COUNTY OF ~~BERNALILLO~~ PIMA

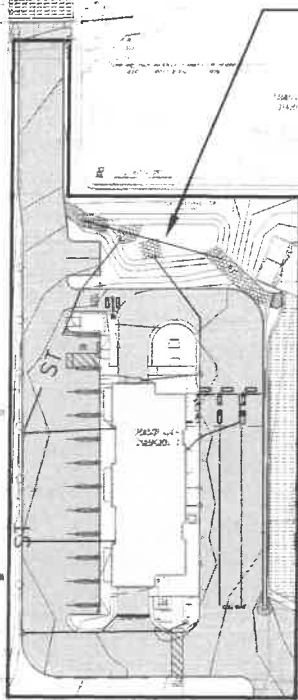
This instrument was acknowledged before me on this 5th day of September,
2025, by Ryan Darby (name of person signing permit),
Vice President (title of person signing permit) of
CWPS Corp. (Owner).




Notary Public
My Commission Expires: 4/14/26

EXHIBIT A

COLUMBINE AVE NE



DRAINAGE FACILITY:
BMP DRY POND/INFILTRATION BASIN WHICH ALL
STORM INLETS DRAIN TO, WHICH HAS EMERGENCY
SPILLWAY OVERFLOW TO DRIVEWAY @ ELEV. 5114.47,
DRAINING NORTH VIA SHEET FLOW. REQUIRED SWQV
STORAGE=1,248 CF. PROVIDED SWQV=3577 CF @
WSE 5114.50. POND TO BE SEEDED WITH A WET
PRAIRIE MIX

ALAMEDA BOULEVARD NE

Exhibit B

Parcel 1:

Tract lettered C1-A of Richfield Park Subdivision, as the same is shown and designated on the plat entitled "Plat of Tract C1-A thru C1-D Inclusive, Richfield Park Subdivision, Projected Section 14, Township 11 North, Range 3 East, N.M.P.M., City of Albuquerque, Bernalillo County, New Mexico," filed in the office of the County Clerk of Bernalillo County, New Mexico, on March 27, 1998, in Plat Book 98C, Page 85.

Parcel 2:

Together with a non-exclusive reciprocal cross-lot access easement in accordance with the plat entitled "Plat of Tract C1-A thru C1-D Inclusive, Richfield Park Subdivision, Projected Section 14, Township 11 North, Range 3 East, N.M.P.M., City of Albuquerque, Bernalillo County, New Mexico," filed in the office of the County Clerk of Bernalillo County, New Mexico, on March 27, 1998, in Plat Book 98C, Page 85, to the extent of and only for the duration as provided for therein.

And

Together with non-exclusive easement for vehicular and pedestrian access, and drainage easements to the extent of and only for the duration as provided for therein in accordance with the Declaration of Easements by LINCS, LLC, a New Mexico limited liability company filed July 5, 2023 as Document No. 2023041493, records of Bernalillo County, New Mexico.

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

Receipt: 1645560

Product	Name	Extended
COV	Covenant	\$25.00
	# Pages	7
	Document #	2025080338
	# Of Entries	0
Total		\$25.00

Tender (Check) \$25.00
Check# 97856
Paid By CAR WASH PARTNERS
INC
Phone # 5206154000

Thank You!

10/2/25, 3:31 PM MST rzelada

CONTRACT CONTROL FORM

PROJECT: C17D002A26C **CONTACT PERSON:** David Jones

CCN: 2026-OTR-122940

(New/Existing) New

PNDCOV-2025-00024 9/3/25

Type of Paperwork Drainage Covenant

Project Name/Description
(From CTS): Mister Car Wash 2502 – 4709 Alameda Blvd NE

Developer/Owner/Vendor CWPS Corp

Contract Amount \$ _____ Contract Period: _____ - _____

FINAL CONTRACT REVIEW

APPROVALS REQUIRED:

	Approved By	Approval Date
DRC Manager	<u>KV</u> <small>Initial</small>	<u>9/29/2025 10:50 AM MDT</u>
Legal Department	<u>[Signature]</u> <small>Initial</small>	<u>9/30/2025 9:05 AM MDT</u>
City Engineer	<u>[Signature]</u> <small>Initial</small>	<u>9/30/25</u>
Hydrology Engineer	<u>TL</u> <small>Initial</small>	<u>9/26/2025 11:19 AM MDT</u>
Transportation Engineer	_____	_____
Construction Engineer	_____	_____
OTHER: <u>CAO</u>	_____	_____

DISTRUBUTION:

Date: _____ By: _____

Received by City clerk _____