

**PRIVATE FACILITY
DRAINAGE COVENANT**

This Drainage Covenant ("Covenant"), between Mister Car Wash
("Owner"), whose address is 222 E 5th St, Tuscon, AZ 85705,
and whose telephone number is (520) 907-8130 and the City of Albuquerque, New Mexico,
a municipal corporation whose address is P.O. Box 1293, Albuquerque, New Mexico 87103, is
made in Albuquerque, Bernalillo County, New Mexico and is entered into as of the date Owner
signs this Covenant.

1. **Recital.** The Owner is the current owner of the following described real property
located at [give legal description, and street address]
TRACT 2 LANDS OF HERRERA FAMILY, LLC THE TOWN OF ATRISCO GRANT IN PROJECTED SECTION 21 TOWNSHIP 10 NORTH, RANGE 3 EAST

recorded on 5/6/2019, pages 1 through 3, as Document No. 2019C-41
in the records of the Bernalillo County Clerk, State of New Mexico (the "Property").

Pursuant to City ordinances, regulations and other applicable laws, the Owner is required to
construct and maintain certain drainage facilities on the Property, and the parties wish to enter into
this Covenant to establish the obligations and responsibilities of the parties.

2. **Description and Construction of Drainage Facility.** The Owner shall construct the
following "Drainage Facility" within the Property at the at the Owner's sole expense in accordance
with the standards, plans and specifications approved by the City:

Walled drainage detention and storm water quality pond, storm drain pipes, and drainage inlets

Approved by City of Hydrology Hydrotrans #K08D004

The Drainage Facility is more particularly described in **Exhibit A** attached hereto and
made a part hereof.

3. **Maintenance of Drainage Facility.** The Owner shall maintain the Drainage Facility at
Owner's sole cost in accordance with the approved Drainage Report and plans.

4. **Benefit to Property.** The Owner acknowledges and understands that the Drainage
Facility required herein to be constructed on the Owner's property is for the private benefit and
protection of the Owner's property and that failure to maintain such facility could result in damage
or loss to the Property.

5. **Inspection of Drainage Facility.** The City shall have no duty or obligation
whatsoever to perform any inspection, maintenance or repair of the Drainage Facility, it being the
duty of the Owner, its heirs, successors and assigns to construct and maintain the facility in
accordance with approved plans and specifications.

6. **Liability of City.** The Owner understands and agrees that the City shall not be liable

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COV R: \$25.00 Linda Stover, Bernalillo County



to the Owner, its heirs, successors or assigns, or to any third parties for any damages resulting from the Owner's failure to construct, maintain or repair the Drainage Facility.

7. Indemnification. The Owner owns and controls the Drainage Facility and shall not permit the Drainage Facility to constitute a hazard to the health or safety of the general public. The Owner agrees to indemnify, defend and hold harmless the City, its officials, agents and employees, from any claims, actions, suits or other proceedings arising from or out of the negligent acts or omissions of the Owner, its agents, representatives, contractors or subcontractors or arising from the failure of the Owner, its agents, representatives, contractors or subcontractors to perform any act or duty required of the Developer or Owner herein; provided, however, 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 respective indemnitee, or the agents or employees of the respective indemnitee; or (2) the giving of or the failure to give direction or instructions by the respective indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

8. 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.

9. Binding on Owner's Property. The covenants and obligations of the Owner set forth herein shall be binding on the Owner, its heirs, assigns and successors and on the Owner's property and constitute covenants running with the Owner's property until released by the City. This Covenant can only be released by the City's Chief Administrative Officer with concurrence of the City Engineer.

10. Entire Covenant. 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.

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

12. Effective Date of Covenant. This Covenant shall be effective as of the date of signature of the Owner.

CITY OF ALBUQUERQUE:

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

DS
AMV

Date: 4/23/2021 | 11:25 AM MDT

CITY'S NOTARY

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

This instrument was acknowledged before me on this 23rd day of April, 2021,
by Shahab Biazar, P.E., City Engineer of the City of Albuquerque, a municipal corporation, on
behalf of the municipal corporation.

Rachael Miranda
Notary Public

My Commission Expires: 10-6-2021

(SEAL)

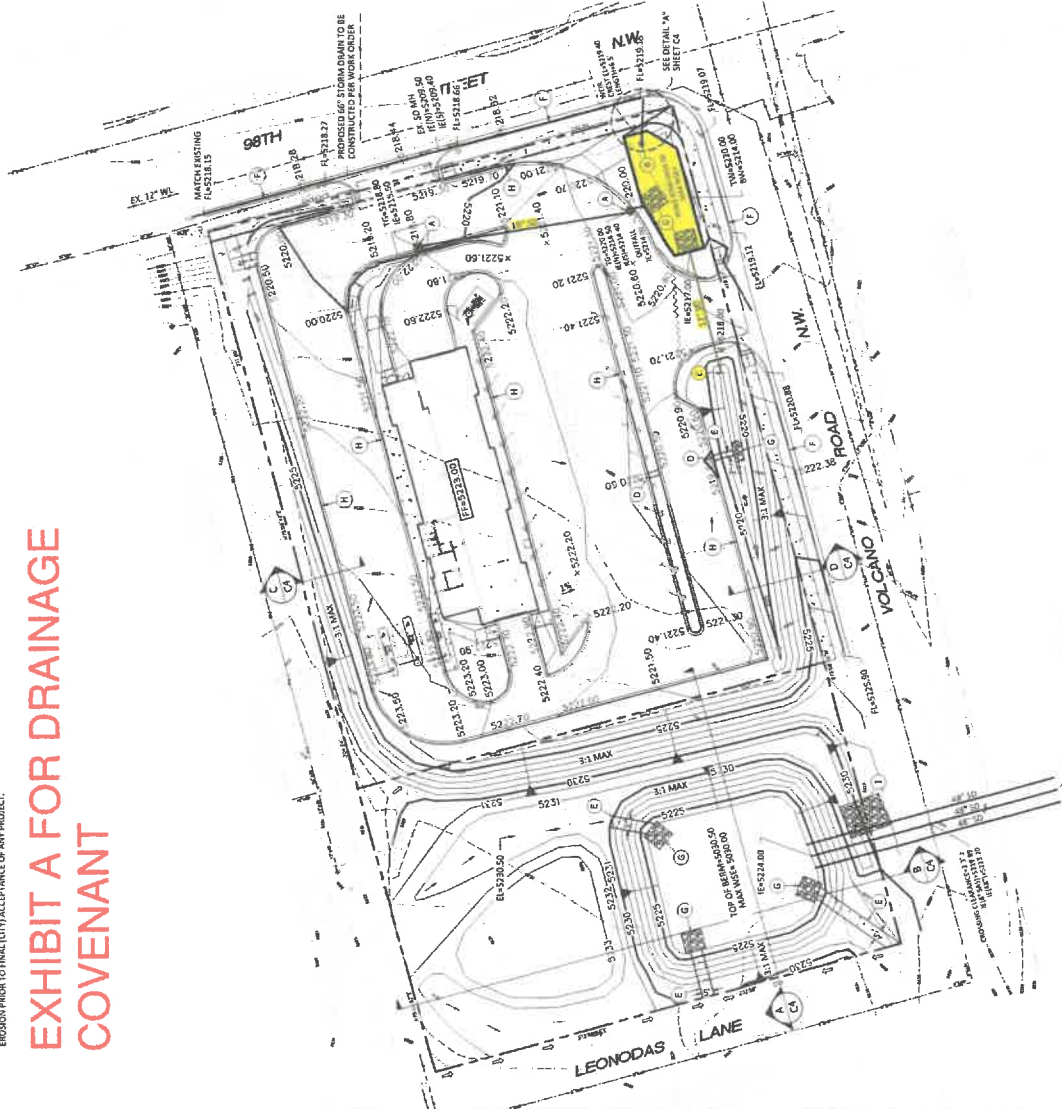


EROSION CONTROL NOTES:

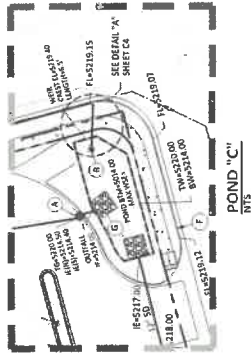
1. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING RUN OFF ON SITE DURING CONSTRUCTION.
2. CONTRACTOR IS RESPONSIBLE FOR CLEANING ALL SEDIMENT THAT GETS INTO EXISTING RIGHT-OF-WAY.
3. REPAIR OF DAMAGED FACILITIES AND CLEANUP OF SEDIMENT ACCUMULATIONS ON ADJACENT PROPERTIES AND IN PUBLIC FACILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR.
4. ALL EXPOSED EARTH SURFACES MUST BE PROTECTED FROM WIND AND WATER EROSION PRIOR TO FINAL (CITY) ACCEPTANCE OF ANY PROJECT.

EXHIBIT A FOR DRAINAGE COVENANT

CAUTION:
ALL EXISTING UTILITIES SHOWN WERE OBTAINED FROM RESEARCH, AS-BUILT, RECORDS OR VISUAL SURVEY. THE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH AND CHARACTERISTICS OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES DURING CONSTRUCTION.



- KEYED NOTE:
- A SINGLE 12" INLET PER COR STD DWS R2206, R2220
 - B 30 MANHOLE PER COA STD DWS #
 - C HEADWALL
 - D 2' CURB CUT
 - E CONCRETE FUNDOWN PER DETAIL ON SHEET C4
 - F STANDARD CURB & GUTTER PER COA STD DWS R245A
 - G 10'x10' RCP S&P PAD
 - H 6" PRIVATE CURB & GUTTER PER DETAIL ON SHEET C5
 - I GRAVEL WEIR CREST EL+5229.0; LENGTH=16.3'

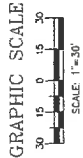


NOTICE TO CONTRACTORS

1. ALL WORK REQUIRED ON THIS CLAIM TO BE CONSIDERED, IN ACCORDANCE WITH CITY OF ALBUQUERQUE INTERIM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 1985.
2. TWO WORKING DAYS PRIOR TO ANY EXCAVATION, CONTRACTOR MUST CONTACT THE LOCATION SERVICE, 785-1334, FOR LOCATION OF EXISTING UTILITIES.
3. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL RELOCATE AND VERIFY THE LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES DURING CONSTRUCTION.
4. BACKFILL COMPACTION SHALL BE ACCORDING TO TRAFFIC/STREET USE.
5. MAINTENANCE OF HYDRA FACILITIES SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY SERVED. 7. WORK ON ARTERIAL STREETS SHALL BE PERFORMED ON A 24-HOUR BASIS.



- LEGEND
- CURB & GUTTER
 - BOUNDARY LINE
 - ASSESSMENT
 - BUILDING
 - ROADWALK
 - RETAINING WALL
 - CONTOUR MAJOR
 - CONTOUR MINOR
 - SPOT ELEVATION
 - FLOW ARROW
 - EXISTING CURB & GUTTER
 - EXISTING BOUNDARY LINE
 - EXISTING CONTOUR MAJOR
 - EXISTING CONTOUR MINOR
 - EXISTING SPOT ELEVATION
 - EXISTING CATCH BASIN
 - EXISTING MANHOLE
 - PELVIS/OUTLET



ENGINEER'S SEAL	DESIGNED BY	DATE	201805-OR	SHEET #	C2	JOB #	2018055
RONALD R. ROHANNAN	MISTER CAR WASH	3/27/19					
7888	98TH ST & VOLCANO RD						
3/27/2019	GRADING AND DRAINAGE PLAN						
RONALD R. ROHANNAN							
P.E. #7888							