



PRIVATE FACILITY DRAINAGE COVENANT

PROJECT NAME: Champion Xpress Carwash
HYDROTRANS NUMBER: K10D064

This Drainage Covenant ("Covenant"), between VIA Real Estate, LLC, a Wyoming Limited Liability ("Owner"), whose address is 13105 Dover Avenue, Lubbock, Texas, 79424 and whose telephone number is (806) 368-7843 and the City of Albuquerque, a New Mexico municipal corporation ("City"), 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 the City Engineer signs this Covenant.

1. Recital. Owner is the current owner of certain real property described as:

Tract Number Ten (10), of the Plat of Unser Crossing Sections 21 and 22, Township 10, Range 2 East, New Mexico Principal Meridian, City of Albuquerque, Bernalillo County New Mexico as the same are shown and designated on the Plat thereof, filed in the office of the County Clerk in Bernalillo County New Mexico on September 18, 2008 in Plat Book 2008C Page 209. Together with a non-exclusive appurtenant Easement for Access Drives and Ingress and Egress as described in the Easements, Covenants, Conditions and Restrictions, by and between Lowe's Home Centers, Inc., and Armstrong Central Unser Blvd, LLC, and Sandia Plaza Partners, LLC, Recorded September 18, 2008, as DOC. NO. 2008103534, and recorded September 18, 2008, as DOC. NO. 2008103560, records of Bernalillo County, New Mexico. (the "Property"). (Give legal description and filing information).

Pursuant to City ordinances, regulations and other applicable laws, the Owner is required to construct and maintain certain drainage facilities ("Drainage Facility") 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 Facilities. Owner shall construct the following "Drainage Facility" within the Property at Owner's sole expense in accordance with the standard plans and specifications approved by the City pursuant to Drainage File No.

K10D064

The Drainage Facility is more particularly described in the attached Exhibit A. The Owner will not permit the Drainage Facility to constitute a hazard to the health or safety of the general public.

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

4. City's Right of Entry. The City has the right to enter upon the Property at any time and perform whatever inspection, maintenance or repair of the Drainage Facility it deems appropriate, without liability to the Owner.

5. Demand for Construction or Repair. The City may send written notice (“Notice”) to the Owner requiring the Owner to construct or repair the Drainage Facility within thirty (30) days (“Deadline”) of receipt of the Notice, as provided in Section 11, and the Owner will comply 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:

VIA Real Estate, LLC. a Wyoming limited liability company
Attn: Contracts Manager
13105 Dover Avenue
Lubbock, Texas, 79424
(806) 368-7843

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.

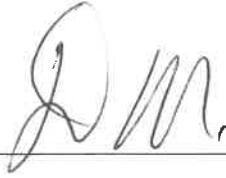
15. Changes to Agreement. Changes to this Covenant are not binding unless made in writing, signed by both parties.

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]: Derrick Manager

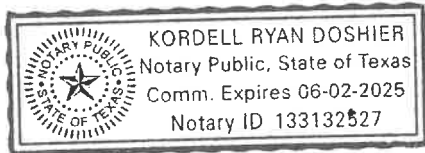
Title: Manager

Dated:

OWNER'S ACKNOWLEDGMENT

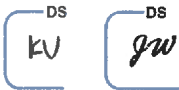
STATE OF ^{Texas} ~~NEW MEXICO~~)
COUNTY OF ^{Lubbock} ~~BERNALILLO~~)ss
)

This instrument was acknowledged before me on this 14th day of May, 2024, by Derrick Merchant, Manager of VIA Real Estate, LLC.



Notary Public

My Commission Expires: 06/02/2025



CITY OF ALBUQUERQUE:

By: Shahab Biazar
C7E1CB5481E9486...

Shahab Biazar, P.E., City Engineer

Dated: 5/23/2024 | 7:56 AM MDT

CITY'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 23rd day of May, 2024, by Shahab Biazar, P.E., City Engineer, of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

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

Rachael Miranda
Notary Public
My Commission Expires: 11-9-2025

(EXHIBIT A ATTACHED)



Item	Description
1	Storm Water Management Plan
2	Grading and Drainage Plan
3	Site Development Plans

CHAMPION XPRESS CAR WASH

211 UNSER BLVD SW

ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO



Design: ELM / Proj: 20146
Drawn: RLM / Date: 01.16.2023
Checked: ELM / Title: CH-1-02D
Scale: 1" = 20'

DATE: 01.16.2023
SHEET: 1
GRADING & DRAINAGE DETAILS
SHEET NO.: C-3.1



STORM WATER MANAGEMENT NOTES:
Existing Lot Coverage - 18% Impervious / 82% pervious
Proposed Lot Coverage - 60% Impervious / 40% pervious

Methodology:
Albuquerque Development Process Manual
Chapter 6, Section 2, Part A
The proposed Car Wash site is located in an area with a high potential for runoff. The site has been developed based on initial abstraction / uniform infiltration precipitation losses and Rational Method procedures.

The proposed Car Wash site is governed by a master drainage plan described within the Final Design Report, Amended Final Report, Storm Drainage Facilities, Trench Bay Phase II, Dated March 1998. A 50 acre portion of this area was further subdivided within the 'Unser Crossing Drainage Management Plan' dated 1998. The site is located within the 'Unser Crossing Drainage Management Plan' area. The site is located within the 'Unser Crossing Drainage Management Plan' area. The site is located within the 'Unser Crossing Drainage Management Plan' area.

Drainage Summary:
Area = 0.385 Acres (Existing SWOV)
Area = 0.385 Acres (Proposed SWOV) - 24% = 0.29 acres
Treatment C (Impervious Area) - 7% = 0.03 acres
100-year peak discharge rate = 3.83 cfs (Table 6.2.14)

Area = 0.316 Acres (Existing Shared Drains)
Treatment C (Desert Landscaping Area) - 65% = 0.04 acres
Treatment D (Impervious Area) - 35% = 0.03 acres
100-year peak discharge rate = 3.11 cfs (Table 6.2.14)

Q_p = 6.75 cfs (Total Proposed)

Provided Retention Storage Volume:
Elevation: 5,033.5
Concave Area: 1,300
Volume: 0

Storm Water Quality Volume (SWOV):
SWOV Required = 1,002 cu-ft
SWOV Provided = 1,712 cu-ft

Runoff Storage Volume (Runoff):
Elevation: 5,033.5
Concave Area: 1,300
Volume: 0

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Elevation: 5,033.5
Concave Area: 1,300
Volume: 0

Grading Legend:

W/E	Match Existing Pavement Grade
C/P	Edge-of-Pavement (No CURB)
S/P	SideWalk Pavement
T/P	Top-of-Curb
C/P	Concrete Pavement
G/P	Gravel Pavement
F/P	Finished Floor Grade
T/P	Flow Line of 3' Curb Out
F/P	Flow Line of 3' Curb Out
T/P	Flow Line of 3' Curb Out
F/P	Flow Line of 3' Curb Out

UTILITY CONTACT INFORMATION:

WATER / SANITARY SEWER:
Public Service Company of Albuquerque
Contact: Bob Neill
Telephone: 505-248-5700
Email: bob.neill@psca.org

GAS:
New Mexico Gas
Contact: Maria Medina
Telephone: 505-248-5700
Email: maria.medina@nmgas.com

TELECOM:
Century Link
Contact: Customer Service
Telephone: 877-777-3428
Email: nmlink@centurylink.com

SOLID WASTE:
City of Albuquerque - Waste Management
Contact: Herman Gallegos
Telephone: 505-761-1225
Email: hgallegos@cabq.gov

GRADING & DRAINAGE:
City of Albuquerque - Planning
Contact: Teresa Serrano
Telephone: 505-248-5700
Email: tserrano@cabq.gov

TAKE CAUTION DURING EXCAVATION:
UNSATURATED SOILS MAY BE PRESENT IN THE SUBGRADE. EXCAVATION MAY CAUSE COLLAPSE OF SUBGRADE. EXCAVATION MAY CAUSE COLLAPSE OF SUBGRADE.

VERTICAL & HORIZONTAL CONTROL:

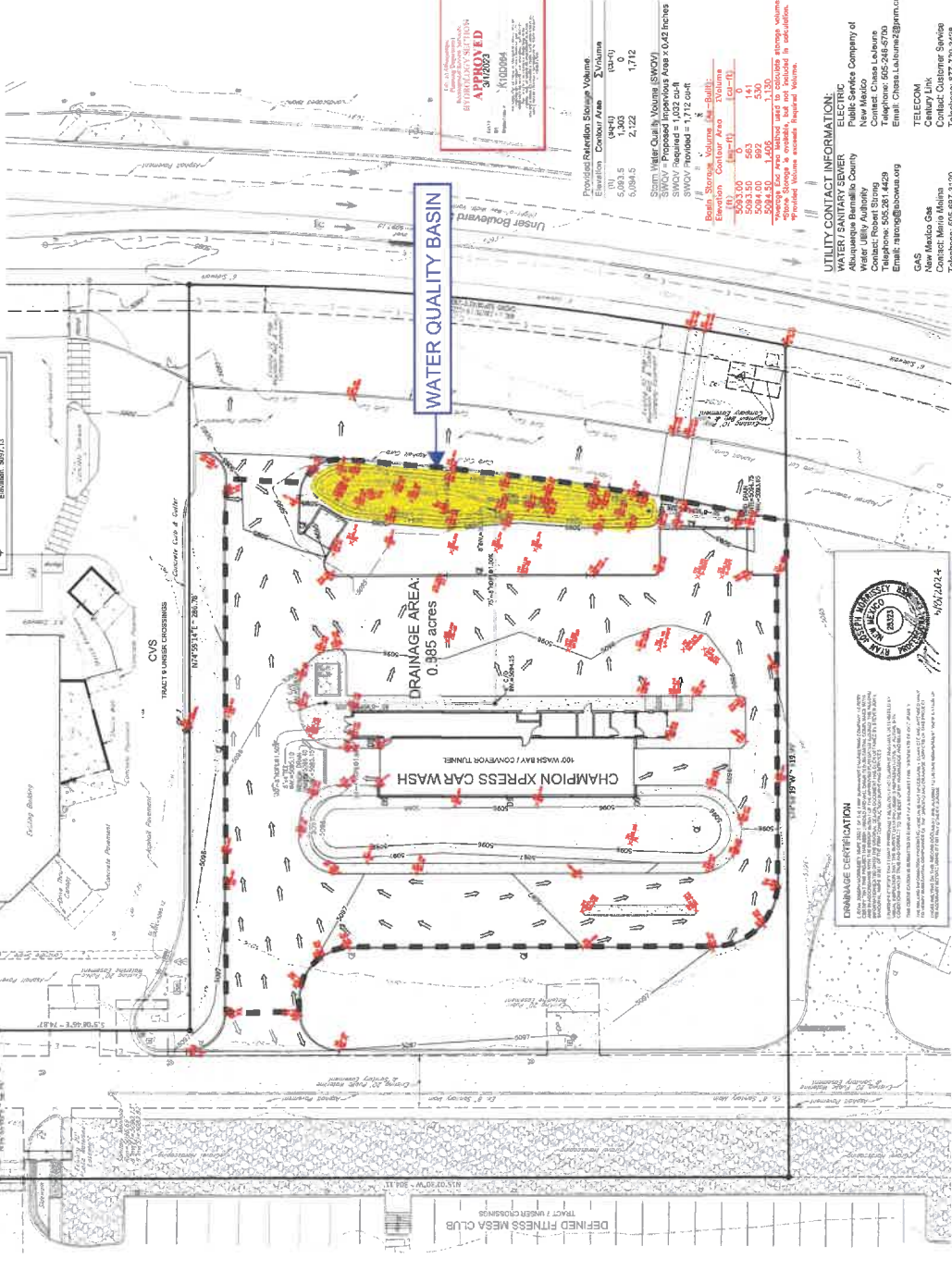
CP 1: Description: CH-1-02D-1-01
Elevation: 5033.50

CP 2: Description: CH-1-02D-1-02
Elevation: 5033.50

CP 3: Description: CH-1-02D-1-03
Elevation: 5033.50

TOTAL DISTURBED AREA
1.16 ± acres

UNDEVELOPED TRACT 3 UNSER CROSSING



PERMITTING CONTACT INFORMATION:

City of Albuquerque - Planning
Contact: Teresa Serrano
Telephone: 505-248-5700
Email: tserrano@cabq.gov

City of Albuquerque - Traffic Department
Contact: Maria Medina
Telephone: 505-248-5700
Email: maria.medina@nmgas.com

City of Albuquerque - Waste Management
Contact: Herman Gallegos
Telephone: 505-761-1225
Email: hgallegos@cabq.gov

City of Albuquerque - Solid Waste
Contact: Bob Neill
Telephone: 505-248-5700
Email: bob.neill@psca.org

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

Receipt: 1522989

Product	Name	Extended
COV	Covenant	\$25.00
	# Pages	6
	Document #	2024036726
	# Of Entries	0
Total		\$25.00

Tender (Check) \$25.00
Check# 5522
Paid By VIA REAL ESTATE LLC
Phone # 8063687843

Thank You!

5/30/24 4:09 PM MST msouchet

CONTRACT CONTROL FORM





PROJECT: K10D064 **CONTACT PERSON:** Aaron Choneska
CCN: 202401028
(New/Existing) Existing

Type of Paperwork Drainage Covenant
Project Name/Description
(From CTS): Champion Xpress Car Wash
Developer/Owner/Vendor VIA Real Estate, LLC

Contract Amount \$ _____ Contract Period: _____ - _____

FINAL CONTRACT REVIEW

APPROVALS REQUIRED:

	Approved By	Approval Date
DRC Manager		5/21/2024 11:31 AM MDT
Legal Department		5/21/2024 2:42 PM MDT
City Engineer		5/23/2024 7:56 AM MDT
Hydrology Engineer		5/21/2024 7:37 AM PDT
Transportation Engineer	_____	_____
Construction Engr.	_____	_____
OTHER: <u>CFO</u>	_____	_____

DISTRUBUTION:

_____ Date: _____ By: _____
Received by City clerk _____