

**PRIVATE FACILITY DRAINAGE COVENANT****PROJECT NAME:** Take 5 Car Wash**HYDROTRANS NUMBER:** L21D059B

This Drainage Covenant ("Covenant"), between Driven Brands, Inc. ("Owner"), whose address is 440 S Church St, Suite 700, Charlotte, NC 28202 and whose telephone number is (704) 377-8855 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 A-1-B, Bellemah's Central Addition, as shown on the Plat for Tracts A-1-A and A-1-B, Bellemah's Central Addition, being comprised of Tract A-1, Bellemah's Central Addition, City of Albuquerque, Bernalillo County, New Mexico, filed in the Office of the County Clerk on September 28, 2020 in Plat Book 2020C, Page 95 as Document No. 2020094534. in 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. HYDR-2025-00195

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:

Driven Brands, Inc. Attn: General Counsel

440 S. Church Street, Suite 700

Charlotte, NC 28202

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.

Driven Brands, Inc. By: Anthony Winchester,
OWNER: Vice President - Legal, Real Estate

By [signature]: _____

Name [print]: Anthony Winchester _____

Title: Vice President - Legal, Real Estate _____

Dated: 6/13/25 _____

NORTH CAROLINA **OWNER'S ACKNOWLEDGMENT**

STATE OF ~~NEW MEXICO~~)
 MECKLENBURG)ss
COUNTY OF ~~BERNALILLO~~)

This instrument was acknowledged before me on this 13th day of June,
2025, by Anthony Winchester (name of person signing permit),
Vice President - Legal, Real Estate (title of person signing permit) of
Driven Brands, Inc. (Owner).

CHERYL GOTTMANN
NOTARY PUBLIC
Mecklenburg County
North Carolina
My Commission Expires March 17, 2030

[Signature]
Notary Public
My Commission Expires: March 17, 2030

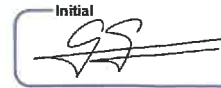
CITY OF ALBUQUERQUE:

By: _____

Shahab Biazar, P.E., City Engineer

Dated: _____

7/23/25

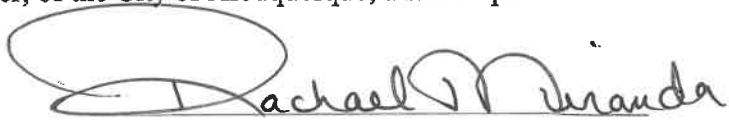


CITY'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on this 23rd day of July 2025, 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


Notary Public
My Commission Expires: 11-9-2025

(EXHIBIT A ATTACHED)

PROPOSED STORMWATER PIPE
PROPOSED TYPE 'C' INLET
SEE DETAIL ON SHEET C4.3
GEOTECH BORING LOCATION
SEE GEOTECH REPORT FOR DETAILS.
PROPOSED TYPE 'C' MANHOLE
SEE DETAIL ON SHEET C4.3

OPEN SPACE:	13,262 SF / 0.31 AC / 22%
TOTAL PERVIOUS AREA:	13,262 SF / 0.31 AC / 22%

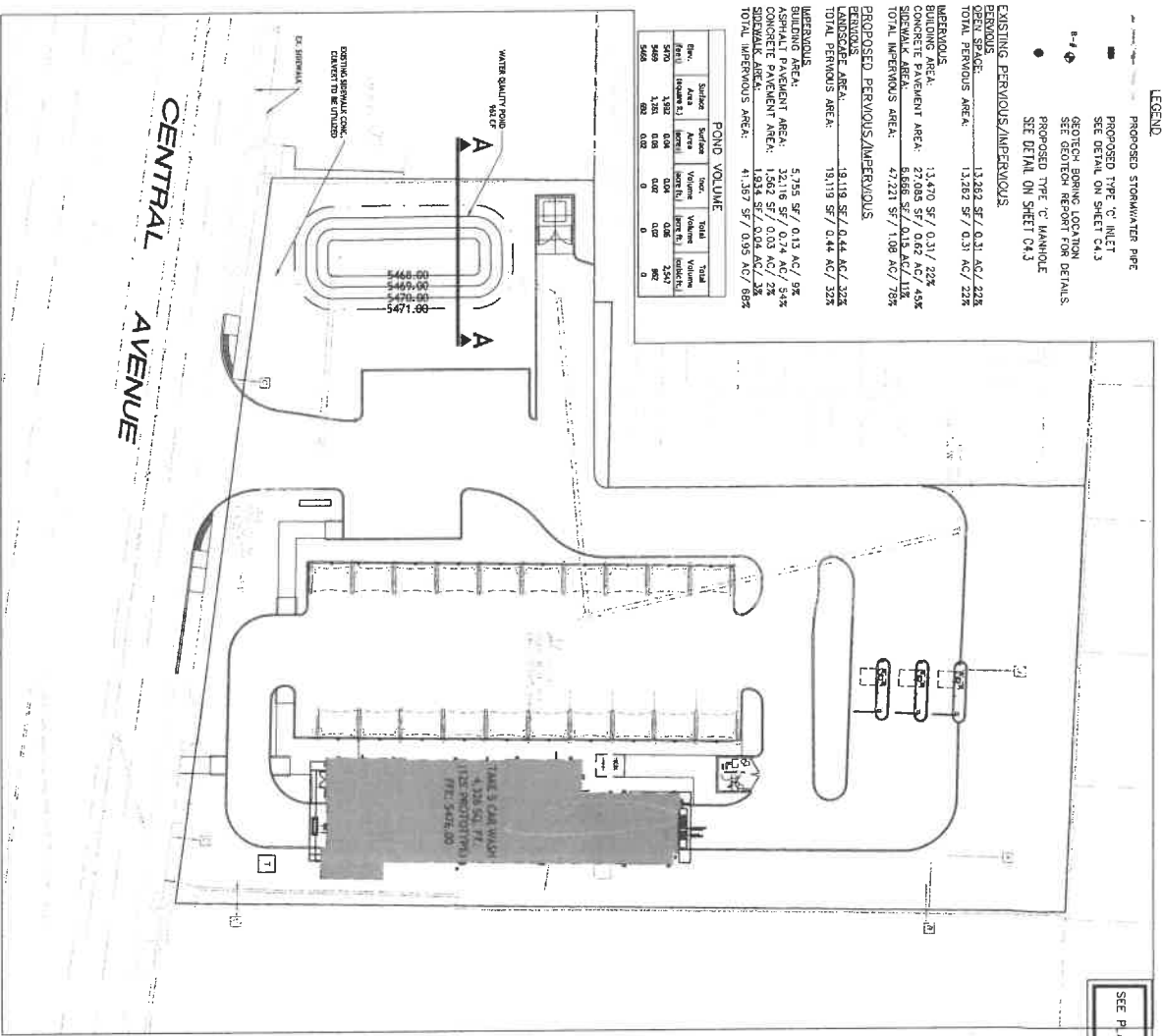
CONCRETE PAVEMENT AREA:	27.085 SF / 0.62 AC / 45%
SIDEWALK AREA:	6.666 SF / 0.15 AC / 11%
TOTAL IMPERVIOUS AREA:	47.221 SF / 1.08 AC / 78%

PERMIOUS.	
LANDSCAPE AREA:	19.119 SF/ 0.44 AC/ 32%
TOTAL PERMIOUS AREA:	19.119 SF/ 0.44 AC/ 32%

CONCRETE PAVEMENT AREA:	1,562 SF / 0.03 AC / 2%
SIDEWALK AREA:	1,934 SF / 0.04 AC / 3%
TOTAL PAVEMENT AREA:	3,496 SF / 0.07 AC / 5%

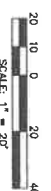
POND VOLUME

POND VOLUME					
Emp.	Surface Area (square ft.)	Surface Area (acre)	Depth (feet)	Total Volume (acre ft.)	Total Volume (cubic ft.)
5470	1,932	0.04	0.04	0.06	2,547
5469	1,261	0.03	0.07	0.07	962
5468	692	0.02	0	0	0



SEE PLAN SHEET C-4.2 FOR PROPOSED STORM
PIPE NETWORK PROFILE

GRADING & DRAINAGE NOTES



- [illegible]

DRAINAGE/NARRATIVE: EXISTING CONDITIONS: THE SITE HAS AN ISR OF 0.78. DRAINAGE AREA CURRENTLY DRAINS VIA SHEET FLOW INTO RIGHT OF WAY. PROPOSED CONDITIONS: THE PROPOSED SITE HAS AN ISR OF 0.68. DRAINAGE AREA BASIN WILL HAVE THE STORMWATER ROUTED TO THE ON-SITE INLETS FIRST AND OUTFALL VIA RCP PIPE INTO RIGHT OF WAY INLET.

PER ARTICLE 6.12 "STORM WATER QUALITY AND LOW IMPACT DEVELOPMENT," STORM WATER QUALITY VOLUME (SWQV) IS REQUIRED FOR THIS PREDEVELOPMENT BY MULTIPLYING 0.26 INCHES BY POST DEVELOPMENT IMPERVIOUS SURFACE. THEREFORE:

$$SWQV = (0.26/12) \times 41,367 = 897 \text{ CU.FT.}$$

PROVIDED VOLUME IN THE DETENTION AREA = 2,547 CU.FT.

FLOOD PLAIN
THE SITE IS LOCATED IN FLOOD ZONE "X" PER
FEMA FLOOD MAP NO. 35001C0359G, DATED 9/26/2002

VERTICAL DATUM
ELEVATIONS SHOWN HEREIN ARE BASED ON THE
(NAVD) 88 AND SAID ELEVATIONS ARE BASED
ON BENCHMARKS RESEARCHED BY THE
SURVEYOR

DRAINAGE PLAN

C-4.1

**WASH
CAR
TAKES**

10415 CENTRAL
AVE NE,
ALBUQUERQUE
NM

BEACON
CIVIL ENGINEERS

LAND DEVELOPMENT ENGINEERS
8345 GUNN HIGHWAY
TAMPA, FL 33626

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466
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**Know what's before.
Call before you dig.**

ISSUED FOR PERMITTING			
DESIGNED BY:	CS	DRAWN BY:	CS
CHECKED BY:	AN	APPROVED BY:	AN
ISSUE DATE:		04/2002	
JOB NO.:		12221	
NO.	REV	DATE	REVISION DESCRIPTION
1	NR	02/27/1993	CITY COMMENTS
2	CR	11/04/2004	SANITARY CONNECTION

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

Receipt: 1626179

Product	Name	Extended
COV	Covenant	\$25.00
	# Pages	6
	Document #	2025058924
	# Of Entries	0
Total		\$25.00

Tender (Check) \$25.00
Check# 1131
Paid By HESTER SPINOFF
CONSTRUCTION
Phone # +1 505-573-7085

Thank You!

7/23/25, 2:29 PM MST rzelada

CONTRACT CONTROL FORM

PROJECT: L21D059B **CONTACT PERSON:** David Jones

CCN: 2026-AGR-120861

(New/Existing) New

PNDCOV.2025-00015

Type of Paperwork Drainage Covenant

Project Name/Description
(From CTS): Take 5 Car Wash

Developer/Owner/Vendor Driven Brands, Inc.

Contract Amount \$ _____

Contract Period: 7/23/25 - 12/31/2099

FINAL CONTRACT REVIEW

APPROVALS REQUIRED:

	Approved By	Approval Date
DRC Manager	<u>KV</u> <small>Initial</small>	<u>7/21/2025 4:02 PM MDT</u>
Legal Department	<u>GS</u> <small>Initial</small>	<u>7/22/2025 9:18 AM MDT</u>
City Engineer	<u>SL</u> <small>Initial</small>	<u>7/23/25</u>
Hydrology Engineer	<u>TL</u> <small>Initial</small>	<u>7/17/2025 8:31 AM MDT</u>
Transportation Engineer	_____	_____
Construction Engineer	_____	_____
OTHER: <u>CAO</u>	_____	_____

DISTRUBUTION:

Date: _____ By: _____

Received by City clerk _____