



OFFICIAL NOTICE OF DECISION

CITY OF ALBUQUERQUE
PLANNING DEPARTMENT
DEVELOPMENT REVIEW BOARD

October 27, 2010

Project# 1003747

10DRB-70283 MAJOR – 1 YEAR EXTENSION OF SUBDIVISION
IMPROVEMENTS AGREEMENT (1YR SIA)

TIERRA WEST LLC agent(s) for WAL-MART STORES EAST LP request(s) the referenced/ above action(s) for all or a portion of Parcel 1-A, **WYOMING MALL** zoned C-2 (SC), located on the east side of WYOMING BLVD NE between MENUAL BLVD NE AND NORTHEASTERN ST NE containing approximately 22.2080 acre(s). (H-20)

At the October 27, 2010 Development Review Board meeting, a one year extension of the Subdivision Improvements Agreement was approved.

If you wish to appeal this decision, you must do so by November 11, 2010, in the manner described below.

Appeal is to the Land Use Hearing Officer. Any person aggrieved with any determination of the Development Review Board may file an appeal on the Planning Department form, to the Planning Department, within 15 days of the Development Review Board's decision. The date the determination in question is issued is not included in the 15-day period for filing an appeal.

If the fifteenth day falls on a Saturday, Sunday or holiday as listed in the Merit System Ordinance, the next working day is considered as the deadline for filing the appeal. Such appeal shall be heard within 60 days of its filing.

You will receive notice if any other person files an appeal. Successful applicants are reminded that other requirements of the City must be complied with, even after approval of the referenced application(s).

Jack Cloud, AICP, DRB Chair

Cc: Tierra West LLC – 5571 Midway Park Place NE – Albuquerque, NM 87109
Cc: Wal-Mart Stores East LP – 2001 SE 10th Street – Bentonville, AR 72716
Marilyn Maldonado
file

3. **Project# 1003747**
10DRB-70283 MAJOR – 1 YEAR
EXTENSION OF SUBDIVISION
IMPROVEMENTS AGREEMENT
(1YR SIA)
- TIERRA WEST LLC agent(s) for WAL-MART STORES EAST LP request(s) the referenced/ above action(s) for all or a portion of Parcel 1-A, **WYOMING MALL** zoned C-2 (SC), located on the east side of WYOMING BLVD NE between MENCIAL BLVD NE AND NORTHEASTERN ST NE containing approximately 22.2080 acre(s). (H-20) **A ONE YEAR EXTENSION OF THE SUBDIVISION IMPROVEMENT AGREEMENT (SIA) WAS APPROVED.**
4. **Project# 1008533**
10DRB-70284 MINOR - PRELIMINARY/
FINAL PLAT APPROVAL
10DRB-70285 VACATION OF PUBLIC
UTILITY EASEMENT
- ALPHA PROFESSIONAL SURVEYING INC agent(s) for MICHELLE & REMIJIO BARELA request(s) the referenced/ above action(s) for all or a portion of Lot(s) 22 & 23, Block(s) 29, **THE KNOLLS OF PARADISE HILLS Unit(s) 2**, zoned R-1, located on the north side of BUCKEYE ST NW east of CHANTILLY RD NW containing approximately .3105 acre(s). (B-13) **THE PRELIMINARY/FINAL PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO PLANNING FOR AMAFCA SIGNATURE AND UTILITY COMPANIES SIGNATURE. PLANNING MUST RECORD AND A COPY OF THE AGIS DXF FILE IS REQUIRED.**
5. **Project# 1003674**
10DRB-70260 VACATION OF PUBLIC
DRAINAGE EASEMENTS
- CARA HAMMOND request(s) the referenced/above action(s) for all or a portion Lot 9, **RICH COURT SUBDIVISION**, zoned RD, located on RICH CT NE north of ALAMEDA BLVD NE between BARSTOW ST NE and VENTURA ST NE containing approximately .168 acre(s). (C-20)[*Deferred from 9/29/10, 10-6-10, 10/13/10*]**DEFERRED TO 11/3/10 AT THE AGENT'S REQUEST.**
6. **Project# 1006516**
07DRB-70030 BULK LAND VARIANCE
07DRB-70031 MAJOR - PRELIMINARY
PLAT APPROVAL
07DRB-70032 MINOR - TEMP DEFR
SWDK CONST
07DRB-70033 SIDEWALK WAIVER
07DRB-70034 VACATION OF PUBLIC
EASEMENT
07DRB-70085 MINOR - PRELIMINARY/
FINAL PLAT APPROVAL
- BOHANNAN HUSTON INC agent(s) for MESA DEL SOL, LLC request(s) the above action(s) for all or a portion of Tract(s) PORTION OF TRACT 4A, **MESA DEL SOL**, zoned SU-2/PC, located on UNIVERSITY BLVD. SE BETWEEN SOLAR MESA AVE. SE AND BOBBY FOSTER SE containing approximately 114.7792 acre(s). (R15, R16, S15, AND S16) [*Deferred from 6/27/07, 7/25/07, 7/22/07, 8/22/07 & 9/26/07, 1/30/08, 3/5/08, 4/9/08, 5/14/08, 5/28/08, 6/4/08, 6/11/08, 6/25/08, 7/16/08, 8/6/08, 8/20/08, 9/3/08, 9/24/08, 11/5/08, 12/17/08, 1/21/09, 2/4/09, 3/11/09, 4/1/09, 6/3/09, 8/5/09, 10/7/09, 11/12/09, 2/3/10, 4/14/10, 5/26/10, 6/23/10, 7/21/10, 9/8/10, 10/13/10*]**THE BULK LAND VARIANCE WAS APPROVED. THE PRELIMINARY/FINAL PLAT WAS APPROVED WITH FINAL SIGN OFF DELEGATED TO TRANSPORTATION FOR DIMENSIONAL EXHIBIT AND TO PLANNING FOR AMAFCA SIGNATURE, UTILITY COMPANIES SIGNATURE, TO RECORD, AND FOR AGIS DXF FILE.**



CITY OF ALBUQUERQUE
 PLANNING DEPARTMENT
 DEVELOPMENT REVIEW BOARD

October 27, 2010

Project# 1003747
 10DRB-70283 MAJOR – 1 YEAR EXTENSION OF SUBDIVISION
 IMPROVEMENTS AGREEMENT
 (1YR SIA)

TIERRA WEST LLC agent(s) for WAL-MART STORES EAST LP request(s) the referenced/ above action(s) for all or a portion of Parcel 1-A, **WYOMING MALL** zoned C-2 (SC), located on the east side of WYOMING BLVD NE between MENUAL BLVD NE AND NORTHEASTERN ST NE containing approximately 22.2080 acre(s). (H-20)

AMAFCA No comments
COG Wyoming Blvd has been identified as an ITS Corridor. Please contact DMD at 291-6220 for ITS enhancement planning and programming information. For informational purposes, Wyoming Blvd has a functional classification of urban principal arterial.
TRANSIT No comments
ZONING ENFORCEMENT No comments
NEIGHBORHOOD COORDINATION Letters sent to: Inez NA (R), North Eastern Assoc. of Residents (R)
APS This action will have no adverse impacts to the APS district.
POLICE DEPARTMENT No comments
FIRE DEPARTMENT No comments
PNM ELECTRIC & GAS No comments
COMCAST No comments
QWEST Concerning the subject case number(s), Qwest has no adverse comments at this time provided all utility easement rights are maintained. Prior to any final plat approval, we will need a copy for review.

ENVIRONMENTAL HEALTH No comments
M.R.G.C.D No comments
OPEN SPACE DIVISION Open Space has no adverse comments
CITY ENGINEER
TRANSPORTATION DEVELOPMENT Additional information must be provided with this request. Clearly define what infrastructure has been built, what has not yet been built, and provide an approximate timeline. A shorter extension is preferred.
PARKS AND RECREATION No objection.
ABCWUA No objection.
PLANNING DEPARTMENT Refer to comments from affected agencies plus any public hearing comments regarding proposed extension.

IT IS REQUIRED THAT THE APPLICANT AND/OR AGENT BE PRESENT AT THE HEARING

**CITY OF ALBUQUERQUE
PLANNING DEPARTMENT
PROPERTY OWNERSHIP LIST**

Meeting Date: Wednesday, October 27, 2010
Zone Atlas Page: (H-20)
Notification Radius: 100 Ft.

Project# 1003747
App# 10DRB 70283

Cross Reference and Location: WYOMING BLVD NE BETWEEN MENAUL BLVD
NE AND NORTHEASTERN ST NE

Applicant: WAL-MART STORES EAST LP
2001 SE 10TH ST
BENTONVILLE AR, 72716

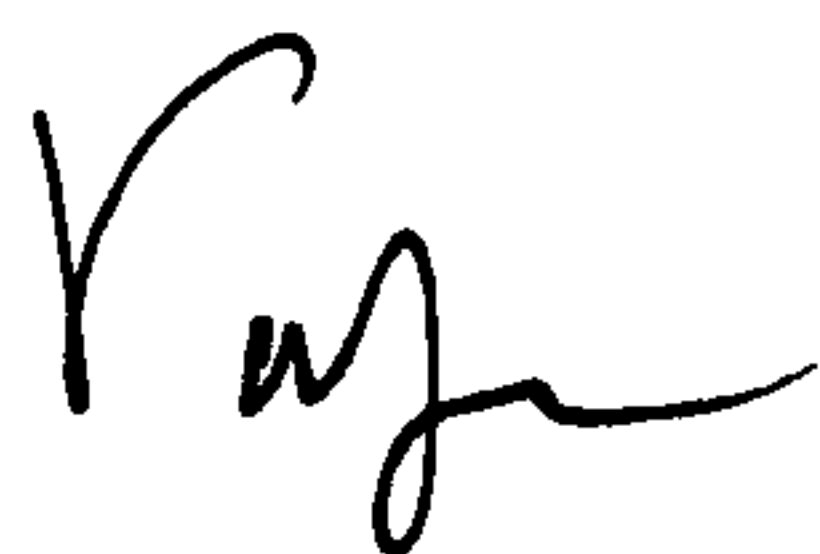
Agent: TIERRA WEST LLC
5571 MIDWAY PARK PLACE NE
ALBUQUERQUE NM 87109

Special Instructions:

**Notice must be mailed from the
City's 15 day's prior to the meeting.**

Date Mailed: October 8, 2010

Signature:

A handwritten signature in black ink, appearing to be 'R. W. ...', written over the signature label.



**PUBLIC HEARING--DEVELOPMENT REVIEW BOARD
CITY OF ALBUQUERQUE**

Notice is hereby given that the Development Review Board, City of Albuquerque, will hold a public hearing in the **Plaza del Sol Hearing Room, Basement, Plaza del Sol Building, 600 2nd St NW**, on **Wednesday, October 27, 2010**, beginning at **9:00 a.m.** for the purpose of considering the following:

Project# 1000762

10DRB-70281 MAJOR – 2 YEAR
EXTENSION OF SUBDIVISION
IMPROVEMENTS AGREEMENT
(2YR SIA)

BOHANNAN HUSTON INC agent(s) for FIRST BAPTIST CHURCH OF ALBUQUERQUE request(s) the referenced/ above action(s) for all or a portion of **TRACT I, FOUNTAIN HILLS PLAZA SUBDIVISION**, zoned SU-1 FOR IP USES W/ EXCEPTIONS, and located on the north side of PASEO DEL NORTE NW between RICHLAND HILLS RD NW and EAGLE RANCH RD NW containing approximately 13.8994 acre(s). (C-12)

Project# 1002848

10DRB-70282 MAJOR – 2 YEAR
EXTENSION OF SUBDIVISION
IMPROVEMENTS AGREEMENT
(2YR SIA)

TIERRA WEST LLC agent(s) for LARRY H. MILLER/ AMERICAN TOYOTA request(s) the referenced/ above action(s) for all or a portion of Tract(s) A1 & B1, **AMERICAN TOYOTA SUBDIVISION** zoned SU-2/ SU-1 AUTO SALES, located on the north side of ALAMEDA BLVD NE between I-25/ PAN AMERICAN FWY NE and SAN PEDRO DR NE containing approximately 6.9398 acre(s). (C-18)

Project# 1003747

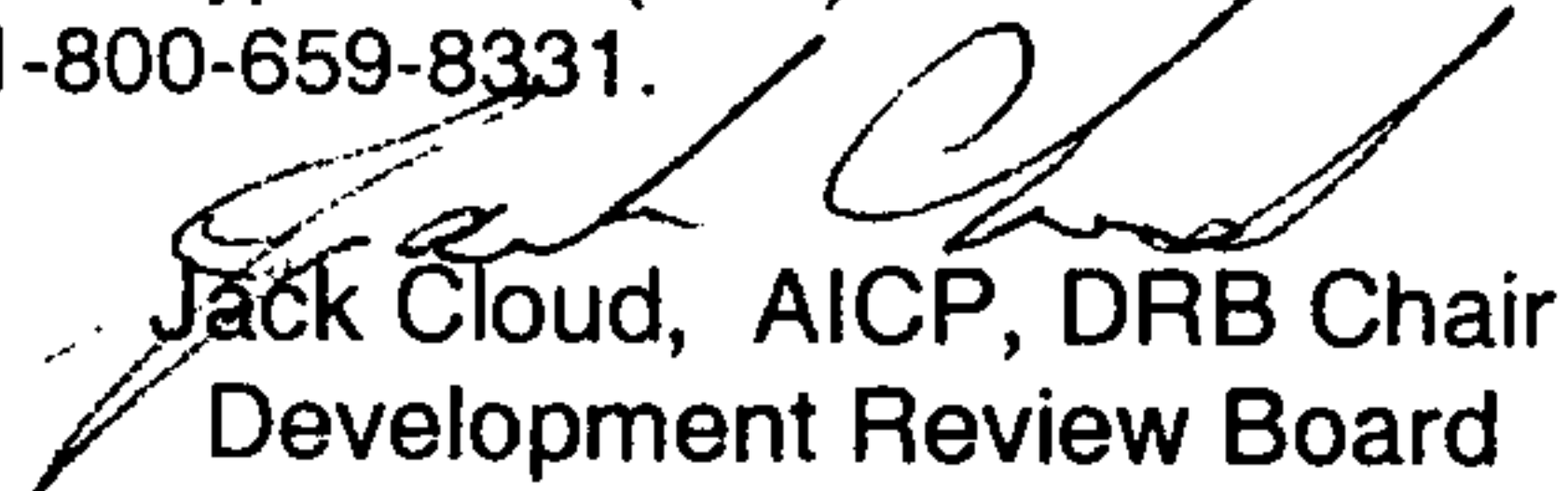
10DRB-70283 MAJOR – 1 YEAR
EXTENSION OF SUBDIVISION
IMPROVEMENTS AGREEMENT
(1YR SIA)

TIERRA WEST LLC agent(s) for WAL-MART STORES EAST LP request(s) the referenced/ above action(s) for all or a portion of Parcel 1-A, **WYOMING MALL** zoned C-2 (SC), located on the east side of WYOMING BLVD NE between MENCIAL BLVD NE AND NORTHEASTERN ST NE containing approximately 22.2080 acre(s). (H-20)


Project# 1008533
10DRB-70284 MINOR - PRELIMINARY/
FINAL PLAT APPROVAL
10DRB-70285 VACATION OF PUBLIC
UTILITY EASEMENT

ALPHA PROFESSIONAL SURVEYING INC agent(s) for
MICHELLE & REMIJIO BARELA request(s) the
referenced/ above action(s) for all or a portion of Lot(s) 22 &
23, Block(s) 29, **THE KNOLLS OF PARADISE HILLS**
Unit(s) 2, zoned R-1, located on the norths side of
BUCKEYE ST NW east of CHANTILLY RD NW
containing approximately .3105 acre(s). (B-13)

Details of the application(s) may be examined at the Development Services Center of the Planning Department, Second Floor, Plaza Del Sol Building, 600 2nd St NW, between 10:00 a.m. and 12:00 p.m. or 2:00 p.m. and 4:00 p.m. Monday through Friday except holidays INDIVIDUALS WITH DISABILITIES who need special assistance to participate at this hearing should contact Angela Gomez, Planning Department, at 924-3946 (VOICE) or teletypewriter (TTY) 924-3361 – TTY users may also access the Voice number via the New Mexico Relay Network by calling toll-free 1-800-659-8331.

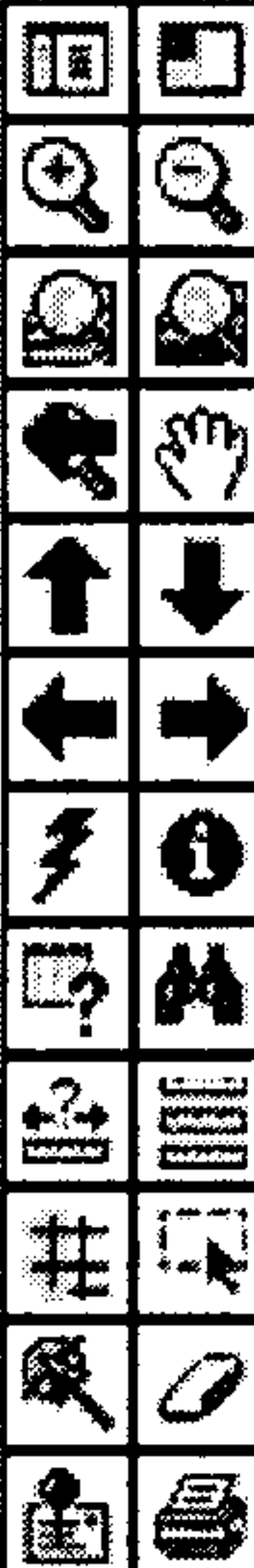

Jack Cloud, AICP, DRB Chair
Development Review Board

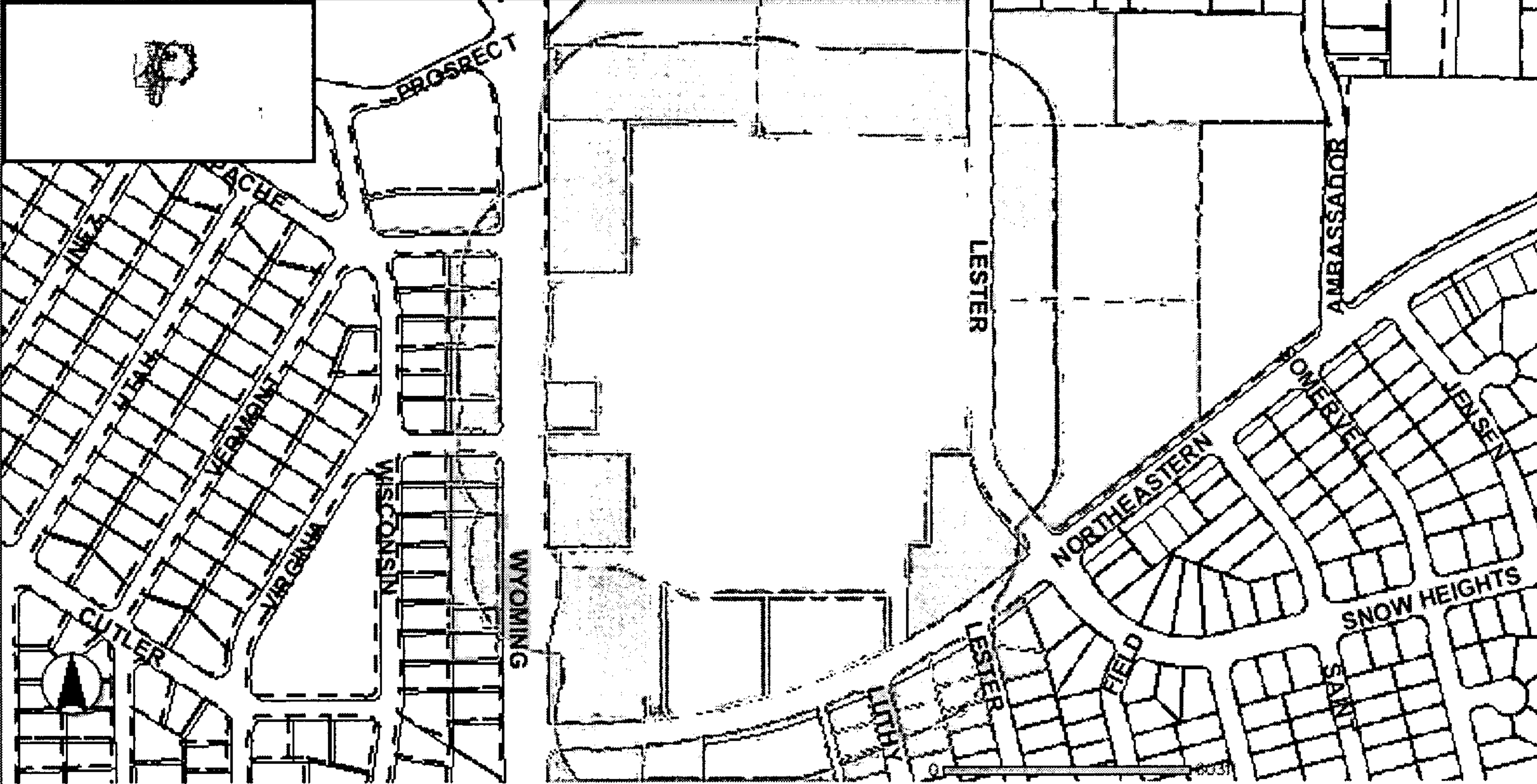
TO BE PUBLISHED IN THE ALBUQUERQUE JOURNAL MONDAY, OCTOBER 10, 2010.



CITY OF ALBUQUERQUE
www.cabq.gov

ALBUQUERQUE GIS DATA WEBSITE








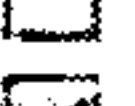

LAYERS

- STREETS
- BASEMAP
- PARCELS
- LOT NUMBERS
- METRO ADDRESS
- ZONING
- OWNERSHIP
- 2FT CONTOUR
- ADDRESS POINTS
- LANDUSE
- EASEMENTS
- INFRASTRUCTURE
- TRANSIT/SUNTRAN
- BOUNDARIES
- SITES
- ENVIRONMENT
- APS
- TRAFFIC ENG.
- AIR PHOTO
 - 2010 AIR PHOTO
 - 2008 AIR PHOTO
 - 2006 AIR PHOTO
 - 2004 AIR PHOTO
 - 2002 AIR PHOTO
 - 1999 AIR PHOTO

Refresh Map

Auto Refresh

Help:

-  Closed group, click to open.
-  Open group, click to close.
-  Map layer.
-  Hidden group/layer, click for visible.
- Visible group/layer, click to hide.
-  Layer not visible at this scale.
- Partially visible group, click for visible

OWNERSHIP

Rec	UPC CODE	OWNER	OWNER ADDRESS	OWNER CITY
26	101905952716142405	J & C LTD CO	2125 WYOMING BLVD NE	ALBUQUERQU
27	101905952716942406	J & C LTD CO	1515 CERROS DE MORADO SE	ALBUQUERQU
28	101905952810541510	RAIDERS STAR LLC	2033 WYOMING BLVD NE	ALBUQUERQU

Buffer
[SEARCH](#)
[REFRESH](#)
[HELP](#)
[MAIN PAGE](#)
[CONTACT GIS TEAM](#)

OR CURRENT OWNER
FOR 1031 ONE EXECUTIVE CENTER LLC &
ETAL C/O DDRS TAX DEPARTMENT
12426 W EXPLORER DR SUITE 100
BOISE, ID 83713

OR CURRENT OWNER
WESTERN COMMERCE BANK
127 SOUTH CANYON PO DRAWER 1358 RD
CARLSBAD, NM 88221

OR CURRENT OWNER
COLE WM ALBUQ NM LLC % WAL MART
STORES EAST LP PROP MGMT DEPT
1301 SE 10TH ST 5491
BENTONVILLE, AR 72716

OR CURRENT OWNER
ALVARADO ROLLIE JR & GLORIA
14815 BUOLONG C
GARDENA, CA 90247

OR CURRENT OWNER
J & C LTD CO
1515 CERROS DE MORADO SE
ALBUQUERQUE, NM 87123

OR CURRENT OWNER
SQUARE ONE PARTNERS LTD
1719 CHACOMA PL SW
ALBUQUERQUE, NM 87104

OR CURRENT OWNER
B R O MANAGEMENT LLC
1719 CHACOMA PL SW
ALBUQUERQUE, NM 87104

OR CURRENT OWNER
BRONSTEIN PAUL
1719 CHACOMA PL SW
ALBUQUERQUE, NM 87104

OR CURRENT OWNER
NARANJO ROSE C TRUSTEE NARANJO RVT
1835 LUTHY DR NE
ALBUQUERQUE, NM 87112

OR CURRENT OWNER
ONEAL M L
1836 LUTHY DR NE
ALBUQUERQUE, NM 87112

OR CURRENT OWNER
BRAZFIELD RICHARD ETAL
1840 LUTHY DR NE
ALBUQUERQUE, NM 87112

OR CURRENT OWNER
DOLAN JOHN J TRUSTEE UNDER THE JOHN J
DOLAN LIVING TRUST
1845 LESTER DR NE
ALBUQUERQUE, NM 87112

OR CURRENT OWNER
FECHTER LEONARD A
1848 LESTER DR NE
ALBUQUERQUE, NM 87112

OR CURRENT OWNER
MARTINEZ FILADELFIO C ETUX
1849 LESTER DR NE
ALBUQUERQUE, NM 87112

OR CURRENT OWNER
MARTINEZ PHIL C ETUX
1849 LESTER DR NE
ALBUQUERQUE, NM 87112

OR CURRENT OWNER
RODRIGUEZ MONICA
1852 LESTER DR NE
ALBUQUERQUE, NM 87112

OR CURRENT OWNER
RAIDERS STAR LLC
2033 WYOMING BLVD NE
ALBUQUERQUE, NM 87112

OR CURRENT OWNER
FROST W GREGORY SR & DEVON T
2051 WYOMING BLVD NE
ALBUQUERQUE, NM 87112

OR CURRENT OWNER
J & C LTD CO
2125 WYOMING BLVD NE
ALBUQUERQUE, NM 87112

OR CURRENT OWNER
GIANNINI MIKE & DARREN GORDON
2133 WYOMING NE
ALBUQUERQUE, NM 87110

OR CURRENT OWNER
3 FOUNTAINS CASA LIMITED PARTNERSHIP
22982 MILL CREEK DR
LAGUNA HILLS, CA 92653

OR CURRENT OWNER
ALBUQUERQUE REAL ESTATE INVESTMENTS
INC ATTN: LOAN SERVICING
31365 OAK CREST DR SUITE 200
WESTLAKE VILLAGE, CA 91361

OR CURRENT OWNER
BANK OF ALBUQUERQUE C/O FACILITIES
DEPT
3900 VASSAR DR NE
ALBUQUERQUE, NM 87107

OR CURRENT OWNER
TLR PALOMAS LLC
4106 RIO GRANDE BLVD NW
ALBUQUERQUE, NM 87107

OR CURRENT OWNER
DOUBLE CHEESE REALTY CORP
4810 HARDWARE DR NE
ALBUQUERQUE, NM 87109

OR CURRENT OWNER
CHALAMIDAS THOMAS & VASSO
5227 FOOTHILLS TRL NE
ALBUQUERQUE, NM 87111

OR CURRENT OWNER
TRI-NORTH PROPERTY LLC
6120 DUNGAN NE
ALBUQUERQUE, NM 87109

OR CURRENT OWNER
LENARD LIMITED PTNS C/O NORTHEASTERN
APARTMENTS LLC
8620 NORTHEASTERN BLVD NE
ALBUQUERQUE, NM 87112

OR CURRENT OWNER
LOVING WILLIAM B JR & JANICE K
8715 LA SALA GRANDE NE
ALBUQUERQUE, NM 87111

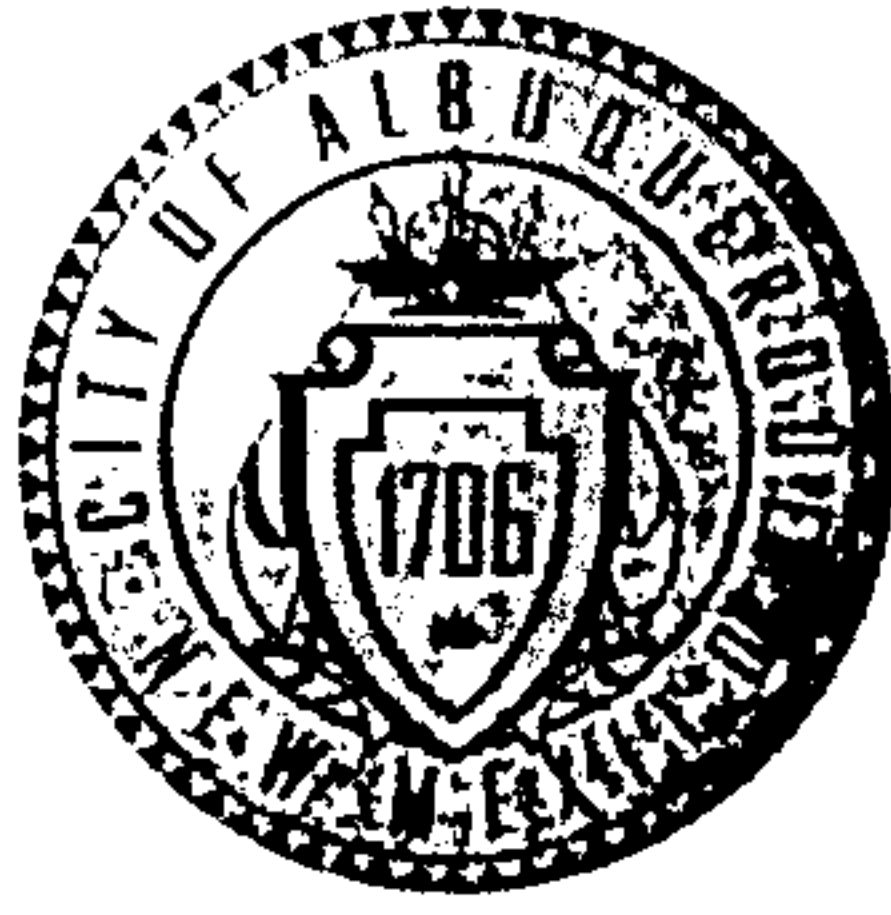
OR CURRENT OWNER
WEINGARTEN REALTY INVESTORS
PO BOX 3467
HOUSTON, TX 77253

OR CURRENT OWNER
DUKE CITY BRIDGE CLUB INC
PO BOX 16768
ALBUQUERQUE, NM 87191

OR CURRENT OWNER
BANK OF AMERICA NA TRUSTEE BELL RVT
ATTN: ELENA WYATT
PO BOX 26900
ALBUQUERQUE, NM 87125

OR CURRENT OWNER
WEINGARTEN REALTY INVESTORS
PO BOX 3467
HOUSTON, TX 77253

Rec	UPC CODE	OWNER	OWNER ADDRESS	OWNER CITY	OWNER STATE	OWNER ZIP	OWNR	PROP CLASS	TAX DISTRICT	LEGAL	ACRES
1	1.01908E+17	FROST W GREGORY SR & DEVON T	2051 WYOMING BLVD NE	ALBUQUERQUE	NM	87112	A1A		A1A	* 001 026INEZ ADDN	0.21542515
2	1.02008E+17	WEINGARTEN REALTY INVESTORS	PO BOX 3467	HOUSTON	TX	77253	C		A1A	PARCEL 1-B PLAT OF PARCELS 1-A, 1-B, 1-C, 4-A & 5-A WYOMINGMALL CONT 1.2641 AC +/-	1.26281552
3	1.02008E+17	ALBUQUERQUE REAL ESTATE INVESTMENTS INC ATTN: LD	31365 OAK CREST DR SUITE 200	WESTLAKE VILLAG E	CA	91361	C		A1A	POR BLOCK A SNOW HTS ADDN CONT 2.0655AC M/L	1.88773358
4	1.02008E+17	NARANJO ROSE C TRUSTEE NARANJO RVT	1835 LUTHY DR NE	ALBUQUERQUE	NM	87112	R		A1A	* 003 141SNOW HTS ADDN	0.14006286
5	1.02008E+17	WEINGARTEN REALTY INVESTORS	PO BOX 3467	HOUSTON	TX	77253	C		A1A	PARCEL 4-A PLAT OF PARCELS 1-A, 1-B, 1-C, 4-A & 5-A WYOMINGMALL CONT 1.1219 AC +/-	1.12193586
6	1.01908E+17	CHALAMIDAS THOMAS & VASSO	5227 FOOTHILLS TRL NE	ALBUQUERQUE	NM	87111	C		A1A	* 0A 6 INEZ ADDITION BEING A REPLAT OF LOTS 4&5 LOT B HOFFMANTOWN SQUARE A REPL OF LOTS 5A1 & 5A2 INEZ ADDN CONT 31,285 SQ FT M/L	0.36204942
7	1.01908E+17	DOUBLE CHEESE REALTY CORP	4810 HARDWARE DR NE	ALBUQUERQUE	NM	87109	C		A1A	* 027 139SNOW HTS ADDN	0.7178214
8	1.02008E+17	FECHTER LEONARD A	1848 LESTER DR NE	ALBUQUERQUE	NM	87112	R		A1A	* 006 006INEZ ADDN	0.17654478
9	1.01908E+17	CHALAMIDAS THOMAS & VASSO	5227 FOOTHILLS TRL NE	ALBUQUERQUE	NM	87111	C		A1A	* 006 006INEZ ADDN	0.23165472
10	1.02008E+17	DUKE CITY BRIDGE CLUB INC	PO BOX 16768	ALBUQUERQUE	NM	87191	C		A1A	LT 12-X-2 PLAT OF LT 12-X-1 & 12-X-2 BLK 141 SNOW HEIGHTS ADDN CONT 0.7769 AC +/-	0.77747271
11	1.02008E+17	MARTINEZ PHIL C ETUX	1849 LESTER DR NE	ALBUQUERQUE	NM	87112	R		A1A	* 003 140SNOW HTS ADDN	0.14032877
12	1.02008E+17	DOLAN JOHN J TRUSTEE UNDER THE JOHN J DOLAN LIVING TRUST	1845 LESTER DR NE	ALBUQUERQUE	NM	87112	R		A1A	* 002 140SNOW HTS ADDN	0.1466548
13	1.02008E+17	BRONSTEIN PAUL	1719 CHACOMA PL SW	ALBUQUERQUE	NM	87104	C		A1A	PARCEL 2 OF THE AMENDED SUMMARY PLAT OF THE WYOMING MALL PARCELS 1 THRU 6	1.66638998
14	1.01908E+17	FROST W GREGORY SR & DEVON T	2051 WYOMING BLVD NE	ALBUQUERQUE	NM	87112	C		A1A	* 002 026INEZ ADDN	0.20758454
15	1.02008E+17	ONEAL M L	1836 LUTHY DR NE	ALBUQUERQUE	NM	87112	R		A1A	* 023 140SNOW HTS ADDN	0.14332246
16	1.02008E+17	WESTERN COMMERCE BANK	127 SOUTH CANYON PO DRAWER 1358 RD	CARLSBAD	NM	88221	C		A1A	LT 12-X-1 PLAT OF LT 12-X-1 & 12-X-2 BLK 141 SNOW HEIGHTS ADDN CONT 0.8971 AC +/-	0.89697594
17	1.02008E+17	TRI-NORTH PROPERTY LLC	6120 DUNGAN NE	ALBUQUERQUE	NM	87109	R		A1A	* 001 141SNOW HEIGHTS ADDITION	0.17981188
18	1.02008E+17	BANK OF ALBUQUERQUE C/O FACILITIES DEPT	3900 VASSAR DR NE	ALBUQUERQUE	NM	87107	C		A1A	PARCEL 3 SUMMARY PLAT WYOMING MALL CONT 0.359 AC	0.35870022
19	1.02008E+17	ALVARADO ROLLIE JR & GLORIA	14815 BUOLONG C	GARDENA	CA	90247	R		A1A	* 025 140SNOW HEIGHTS ADDITION	0.23180076
20	1.01908E+17	BANK OF AMERICA NA TRUSTEE BELL RVT ATTN: ELENA W YATT	PO BOX 26900	ALBUQUERQUE	NM	87125	C		A1A	TRACT B TR 'A' & 'B' BLK 26 INEZ ADDITION A REPLAT OF LTS 3,4, 5 & 6 BLK 26 CONT 0.1538 AC	0.16515415
21	1.02008E+17	3 FOUNTAINS CASA LIMITED PARTNERSHIP	22982 MILL CREEK DR	LAGUNA HILLS	CA	92653	R		A1A	C M/L 6700 SQ FT	4.90313908
22	1.02008E+17	TLR PALOMAS LLC	4106 RIO GRANDE BLVD NW	ALBUQUERQUE	NM	87107	C		A1A	A OF SNOW HEIGHTS ADD CONT 4.717 AC	1.71520189
23	1.02008E+17	LENARD LIMITED PTNS C/O NORTHEASTERN APARTMENTS LLC	8620 NORTHEASTERN BLVD NE	ALBUQUERQUE	NM	87112	R		A1A	PARCEL 6 SUMMARY PLAT WYOMING MALL CONT 1.678 AC	2.23588803
24	1.02008E+17	SQUARE ONE PARTNERS LTD	1719 CHACOMA PL SW	ALBUQUERQUE	NM	87104	C		A1A	LT 12A BLK 141 REPL OF POR OF LT 12 SNOW HEIGHTS ADDITION	2.52713905
25	1.02008E+17	LOVING WILLIAM B JR & JANICE K	8715 LA SALA GRANDE NE	ALBUQUERQUE	NM	87111	R		A1A	* 2 UNCLE DOC ADD NO 1 LAND DIVISION OF TRACTS A & B OF UNCLE DOC ADD NO 1	0.1515252
26	1.01908E+17	J & C LTD CO	2125 WYOMING BLVD NE	ALBUQUERQUE	NM	87112	C		A1A	* 002 141SNOW HEIGHTS ADD	0.19441996
27	1.01908E+17	J & C LTD CO	1515 CERROS DE MORADO SE	ALBUQUERQUE	NM	87123	C		A1A	* 003 006INEZ ADDN	0.20795987
28	1.01908E+17	RAIDERS STAR LLC	2033 WYOMING BLVD NE	ALBUQUERQUE	NM	87112	C		A1A	TRACT A TR 'A' & 'B' BLK 26 INEZ ADDITION A REPLAT OF LTS 3,4, 5 & 6 BLK 26 CONT 0.6497 AC	0.64006719
29	1.02008E+17	MARTINEZ FILADELFO C ETUX	1849 LESTER DR NE	ALBUQUERQUE	NM	87112	R		A1A	C M/L	0.22108769
30	1.01908E+17	BANK OF AMERICA NA TRUSTEE BELL RVT ATTN: ELENA W YATT	PO BOX 26900	ALBUQUERQUE	NM	87125	C		A1A	* 001 140SNOW HTS ADDN	0.20382792
31	1.02008E+17	FOR 1031 ONE EXECUTIVE CENTER LLC & ETAL C/O DORS TAX DEPARTMENT	12426 W EXPLORER DR SUITE 100	BOISE	ID	83713	C		A1A	* 007 026INEZ ADDN	5.73682691
32	1.02008E+17	B R O MANAGEMENT LLC	1719 CHACOMA PL SW	ALBUQUERQUE	NM	87104	C		A1A	TRACT 1 SUMMARY PLAT OF TRACT ONE SNOW HEIGHTS ADDN A REPLAT OF A PORT OF BLK A SNOW HEIGHTS ADDN CONT 5.6981 AC	2.23649886
33	1.02008E+17	BRAZFIELD RICHARD ETAL	1840 LUTHY DR NE	ALBUQUERQUE	NM	87112	R		A1A	* 3 UNCLE DOC ADD NO 1 LAND DIVISION OF TRACTS A & B OF UNCLE DOC ADD NO 1	0.157817
34	1.01908E+17	GIANNINI MIKE & DARREN GORDON	2133 WYOMING NE	ALBUQUERQUE	NM	87110	C		A1A	* 024 140SNOW HTS ADDN	0.22775666
35	1.02008E+17	RODRIGUEZ MONICA	1852 LESTER DR NE	ALBUQUERQUE	NM	87112	R		A1A	* 001 006INEZ ADDN	0.236976
36	1.02008E+17	3 FOUNTAINS CASA LIMITED PARTNERSHIP	22982 MILL CREEK DR	LAGUNA HILLS	CA	92653	R		A1A	* 028 139SNOW HTS ADDN	5.11180663
37	1.02008E+17	WEINGARTEN REALTY INVESTORS	PO BOX 3467	HOUSTON	TX	77253	C		A1A	A SNOW HEIGHTS ADD X VACATED NLY 18FT OF NORTHEASTERN BLVD CONT 4.730	2.0235205
38	1.02008E+17	WEINGARTEN REALTY INVESTORS	PO BOX 3467	HOUSTON	TX	77253	C		A1A	PARCEL 5-A PLAT OF PARCELS 1-A, 1-B, 1-C, 4-A & 5-A WYOMINGMALL CONT 2.0241 AC +/-	1.6060226
39	1.02008E+17	COLE WM ALBUQ NM LLC % WAL MART STORES EAST LP PROP MGMT DEPT	1301 SE 10TH ST 5491	BENTONVILLE	AR	72716	C		A1A	PARCEL 1-C PLAT OF PARCELS 1-A, 1-B, 1-C, 4-A & 5-A WYOMINGMALL CONT 1.6071 AC +/-	22.26123894



**PUBLIC HEARING--DEVELOPMENT REVIEW BOARD
CITY OF ALBUQUERQUE**

Notice is hereby given that the Development Review Board, City of Albuquerque, will hold a public hearing in the **Plaza del Sol Hearing Room, Basement, Plaza del Sol Building, 600 2nd St NW**, on **Wednesday, October 27, 2010**, beginning at **9:00 a.m.** for the purpose of considering the following:

Project# 1000762

10DRB-70281 MAJOR – 2 YEAR
EXTENSION OF SUBDIVISION
IMPROVEMENTS AGREEMENT
(2YR SIA)

BOHANNAN HUSTON INC agent(s) for FIRST BAPTIST CHURCH OF ALBUQUERQUE request(s) the referenced/ above action(s) for all or a portion of **TRACT I, FOUNTAIN HILLS PLAZA SUBDIVISION**, zoned SU-1 FOR IP USES W/ EXCEPTIONS, and located on the north side of PASEO DEL NORTE NW between RICHLAND HILLS RD NW and EAGLE RANCH RD NW containing approximately 13.8994 acre(s). (C-12)

Project# 1002848

10DRB-70282 MAJOR – 2 YEAR
EXTENSION OF SUBDIVISION
IMPROVEMENTS AGREEMENT
(2YR SIA)

TIERRA WEST LLC agent(s) for LARRY H. MILLER/ AMERICAN TOYOTA request(s) the referenced/ above action(s) for all or a portion of Tract(s) A1 & B1, **AMERICAN TOYOTA SUBDIVISION** zoned SU-2/ SU-1 AUTO SALES, located on the north side of ALAMEDA BLVD NE bewteen I-25/ PAN AMERICAN FWY NE and SAN PEDRO DR NE containing approximately 6.9398 acre(s). (C-18)

Project# 1003747

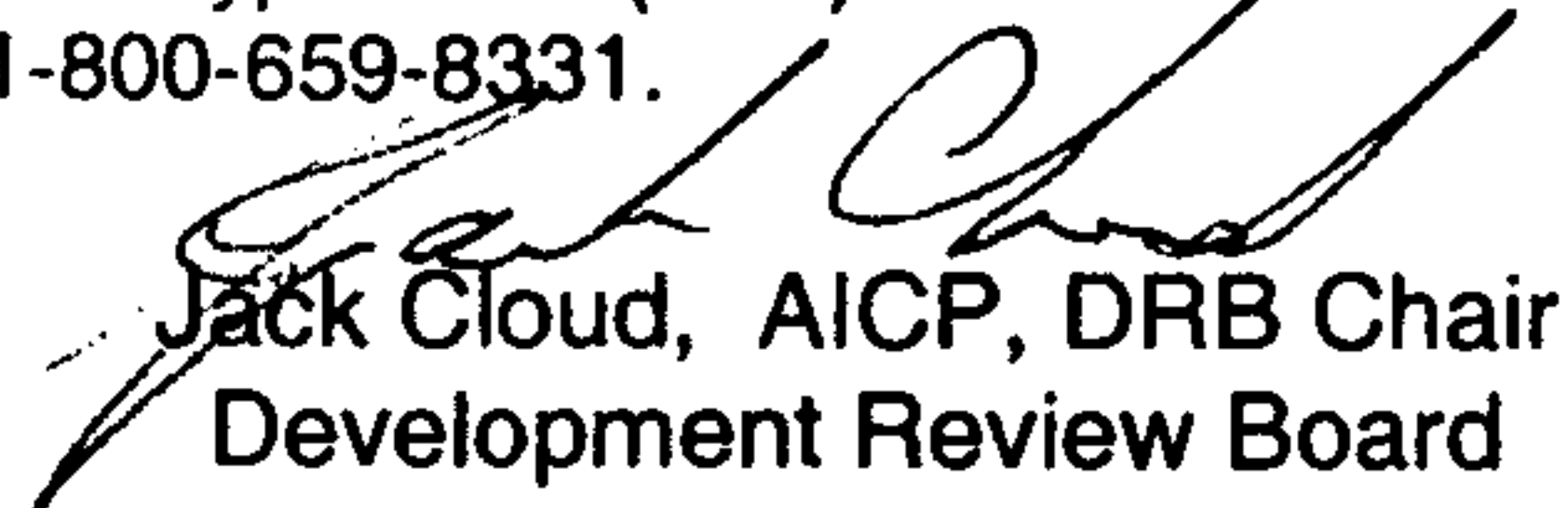
10DRB-70283 MAJOR – 1 YEAR
EXTENSION OF SUBDIVISION
IMPROVEMENTS AGREEMENT
(1YR SIA)

TIERRA WEST LLC agent(s) for WAL-MART STORES EAST LP request(s) the referenced/ above action(s) for all or a portion of Parcel 1-A, **WYOMING MALL** zoned C-2 (SC), located on the east side of WYOMING BLVD NE between MENUAL BLVD NE AND NORTHEASTERN ST NE containing approximately 22.2080 acre(s). (H-20)

Project# 1008533
10DRB-70284 MINOR - PRELIMINARY/
FINAL PLAT APPROVAL
10DRB-70285 VACATION OF PUBLIC
UTILITY EASEMENT

ALPHA PROFESSIONAL SURVEYING INC agent(s) for
MICHELLE & REMIJIO BARELA request(s) the
referenced/ above action(s) for all or a portion of Lot(s) 22 &
23, Block(s) 29, **THE KNOLLS OF PARADISE HILLS**
Unit(s) 2, zoned R-1, located on the norths side of
BUCKEYE ST NW east of CHANTILLY RD NW
containing approximately .3105 acre(s). (B-13)

Details of the application(s) may be examined at the Development Services Center of the Planning Department, Second Floor, Plaza Del Sol Building, 600 2nd St NW, between 10:00 a.m. and 12:00 p.m. or 2:00 p.m. and 4:00 p.m. Monday through Friday except holidays INDIVIDUALS WITH DISABILITIES who need special assistance to participate at this hearing should contact Angela Gomez, Planning Department, at 924-3946 (VOICE) or teletypewriter (TTY) 924-3361 – TTY users may also access the Voice number via the New Mexico Relay Network by calling toll-free 1-800-659-8331.


Jack Cloud, AICP, DRB Chair
Development Review Board

TO BE PUBLISHED IN THE ALBUQUERQUE JOURNAL MONDAY, OCTOBER 10, 2010.

HEARING DATE 10-27-10 (SIA)



Supplemental form

SUBDIVISION

- Major Subdivision action
- Minor Subdivision action
- Vacation
- Variance (Non-Zoning)

SITE DEVELOPMENT PLAN

- for Subdivision
- for Building Permit
- Administrative Amendment (AA)
- IP Master Development Plan
- Cert. of Appropriateness (LUCC)

STORM DRAINAGE (Form D)

- Storm Drainage Cost Allocation Plan

S Z ZONING & PLANNING

- Annexation
- County Submittal
- EPC Submittal
- Zone Map Amendment (Establish or Change Zoning)
- Sector Plan (Phase I, II, III)
- Amendment to Sector, Area, Facility or Comprehensive Plan
- Text Amendment (Zoning Code/Sub Regs)
- Street Name Change (Local & Collector)
- L A APPEAL / PROTEST of...**
 - Decision by: DRB, EPC, LUCC, Planning Director or Staff, ZHE, Zoning Board of Appeals

PRINT OR TYPE IN BLACK INK ONLY. The applicant or agent must submit the completed application in person to the Planning Department Development Services Center, 600 2nd Street NW, Albuquerque, NM 87102. Fees must be paid at the time of application. Refer to supplemental forms for submittal requirements.

APPLICATION INFORMATION:

Professional/Agent (if any): Tierra West LLC PHONE: 505-858-3100
 ADDRESS: 5571 Midway Park Place NE FAX: 505-858-1118
 CITY: Albuquerque STATE NM ZIP 87109 E-MAIL: _____

APPLICANT: Wal-Mart Stores East LP PHONE: 479-204-0039
 ADDRESS: 2001 SE 10th Street FAX: _____
 CITY: Bentonville STATE AR ZIP 72716 E-MAIL: _____
 Proprietary interest in site: Owner List all owners: _____

DESCRIPTION OF REQUEST: Extension of Subdivision Improvements Agreement

Is the applicant seeking incentives pursuant to the Family Housing Development Program? Yes. No.

SITE INFORMATION: ACCURACY OF THE EXISTING LEGAL DESCRIPTION IS CRUCIAL! ATTACH A SEPARATE SHEET IF NECESSARY.

Lot or Tract No. Lot 1-A Block: _____ Unit: _____
 Subdiv/Addn/TBKA: Wyoming Mall
 Existing Zoning: C-2 (SC) Proposed zoning: No Change MRGCD Map No _____
 Zone Atlas page(s): H-20 UPC Code: 102005906215531330

CASE HISTORY:

List any current or prior case number that may be relevant to your application (Proj., App., DRB-, AX_Z_, V_, S_, etc.): #1003747

CASE INFORMATION:

Within city limits? Yes Within 1000FT of a landfill? No
 No. of existing lots: 1 No. of proposed lots: 1 Total area of site (acres): 22.21+/-
 LOCATION OF PROPERTY BY STREETS: On or Near: Wyoming Blvd. NE
 Between: Menaul Blvd. NE and Northeastern Street NE

Check-off if project was previously reviewed by Sketch Plat/Plan , or Pre-application Review Team . Date of review: _____

SIGNATURE [Signature] DATE 10/1/10
 (Print) Ronald R. Bohannon, P.E. Applicant: Agent:

FOR OFFICIAL USE ONLY

Form revised 4/07

	Application case numbers	Action	S.F.	Fees
<input type="checkbox"/> INTERNAL ROUTING				
<input checked="" type="checkbox"/> All checklists are complete	<u>10DRB - 70283</u>	<u>SIA</u>		<u>\$50.00</u>
<input checked="" type="checkbox"/> All fees have been collected		<u>ADY</u>		<u>\$ 75.00</u>
<input checked="" type="checkbox"/> All case #s are assigned		<u>CMF</u>		<u>\$ 20.00</u>
<input checked="" type="checkbox"/> AGIS copy has been sent				\$
<input checked="" type="checkbox"/> Case history #s are listed				\$
<input type="checkbox"/> Site is within 1000ft of a landfill				\$
<input type="checkbox"/> F.H.D.P. density bonus				\$
<input type="checkbox"/> F.H.D.P. fee rebate				\$
	Hearing date <u>October 27, 2010</u>			Total <u>\$145.00</u>

[Signature]
 Planner signature / date 10-1-10

Project # 1003747

FORM S(2): SUBDIVISION - D.R.B. PUBLIC HEARING

A Bulk Land Variance requires application on FORM-V in addition to application for subdivision on FORM-S.

MAJOR SUBDIVISION PRELIMINARY PLAT APPROVAL (DRB13)

- 5 Acres or more: Certificate of No Effect or Approval
- Proposed Preliminary Plat including the Grading Plan (folded to fit into an 8.5" by 14" pocket) **24 copies**
- Proposed Infrastructure List
- Signed Preliminary Pre-Development Facilities Fee Agreement for **Residential** development only
- Design elevations & cross sections of perimeter walls **3 copies** (11" x 17" maximum)
- Zone Atlas map with the entire property(ies) clearly outlined
- Letter briefly describing, explaining, and justifying the request
- Property owner's and City Surveyor's signature on the proposed plat
- FORM DRWS Drainage Report, Water & Sewer availability statement filing information
- Office of Community & Neighborhood Coordination inquiry response, notifying letter, certified mail receipts
- Sign Posting Agreement
- Signed** Pre-Annexation Agreement if Annexation required.
- TIS/AQIA Traffic Impact Study / Air Quality Impact Assessment form
- Fee (see schedule)
- List any original and/or related file numbers on the cover application

Preliminary plat approval expires after one year.

DRB Public hearings are approximately 30 DAYS after the filing deadline. Your attendance is required.

MAJOR SUBDIVISION AMENDMENT TO PRELIMINARY PLAT (DRB11) (with significant changes)

PLEASE NOTE: There are no clear distinctions between significant and minor changes with regard to subdivision amendments. Significant changes are those deemed by the DRB to require public notice and public hearing.

- Proposed Amended Preliminary Plat, and/or Infrastructure List, and/or Grading Plan (folded to fit into an 8.5" by 14" pocket) **24 copies**
- Original Preliminary Plat, and/or Infrastructure List, and/or Grading Plan (folded to fit into an 8.5" by 14" pocket)
- Zone Atlas map with the entire property(ies) clearly outlined
- Letter briefly describing, explaining, and justifying the request
- Property owner's and City Surveyor's signature on the proposed amended plat, if applicable
- Office of Community & Neighborhood Coordination inquiry response, notifying letter, certified mail receipts
- Sign Posting Agreement
- List any original and/or related file numbers are listed on the cover application

Amended preliminary plat approval expires after one year.

DRB Public hearings are approximately 30 DAYS after the filing deadline. Your attendance is required.

MAJOR SUBDIVISION IMPROVEMENTS AGREEMENT (DRB09)

(Temporary sidewalk deferral extension use FORM-V)

- Zone Atlas map with the entire property(ies) clearly outlined ✓
- Letter briefly describing, explaining, and justifying the request
- Plat or plan reduced to 8.5" x 11" ✓
- Official D.R.B. Notice of the original approval ✓
- Approved Infrastructure List. If not applicable, please initial. _____ ✓
- Previous SIA extension notice, if one has been issued. If not applicable, please initial. _____ ✓
- Office of Community & Neighborhood Coordination inquiry response, notifying letter, certified mail receipts ✓
- Sign Posting Agreement ✓
- List any original and/or related file numbers on the cover application ✓
- Fee (see schedule) ✓

DRB Public hearings are approximately 30 DAYS after the filing deadline. Your attendance is required.

I, the applicant, acknowledge that any information required but not submitted with this application will likely result in deferral of actions.

Ronald R. Bohannon, P.E.

Applicant name (print)



Applicant signature / date

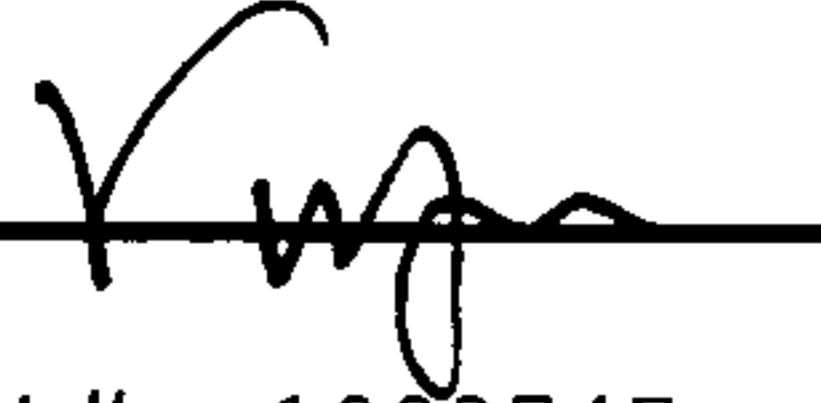
10/1/10



Form revised **October 2007**

- Checklists complete
- Fees collected
- Case #s assigned
- Related #s listed

Application case numbers
DRB - 70283

 10-1-10
 Planner signature / date

Project # 1003747

SIGN POSTING REQUIREMENTS

POSTING SIGNS ANNOUNCING PUBLIC HEARINGS

All persons making application to the City under the requirements and procedures established by the City Zoning Code or subdivision Ordinance are responsible for the posting and maintaining of one or more signs on the property, which the application describes. Vacations of public rights-of-way (if the way has been in use) also require signs. Waterproofed signs will be provided at the time of application. If the application is mailed, you must still stop at the Planning Division to pick up the sign.

The applicant is responsible for ensuring that the signs remain posted throughout the 15-day period prior to public hearing. Failure to maintain the signs during this entire period may be cause for deferral or denial of the application. Replacement signs for those lost or damaged are available from the Planning Division at a charge of \$3.00 each.

1. LOCATION

- A. The sign shall be conspicuously located. It shall be located within twenty feet of the public sidewalk (or edge of public street). Staff may indicate a specific location.
- B. The face of the sign shall be parallel to the street, and the bottom of the sign shall be two to seven feet from the ground.
- C. No barrier shall prevent a person from coming within five feet of the sign in order to read it.

2. NUMBER

- A. One sign shall be posted on each paved street frontage. Signs may be required on unpaved street frontages.
- B. If the land does not abut a public street, then in addition to a sign placed on the property a sign shall be placed on and at the edge of the public right-of-way of the nearest paved City street. Such a sign must direct readers toward the subject property by an arrow and an indication of distance.

3. PHYSICAL POSTING

- A. A heavy stake with two crossbars or full plywood backing works best to keep the sign in place, especially during high winds.
- B. Large headed nails or staples are best for attaching signs to a post or backing; the sign tears out less easily.

4. TIME

Signs must be posted from October 12, 2010 To October 27, 2010

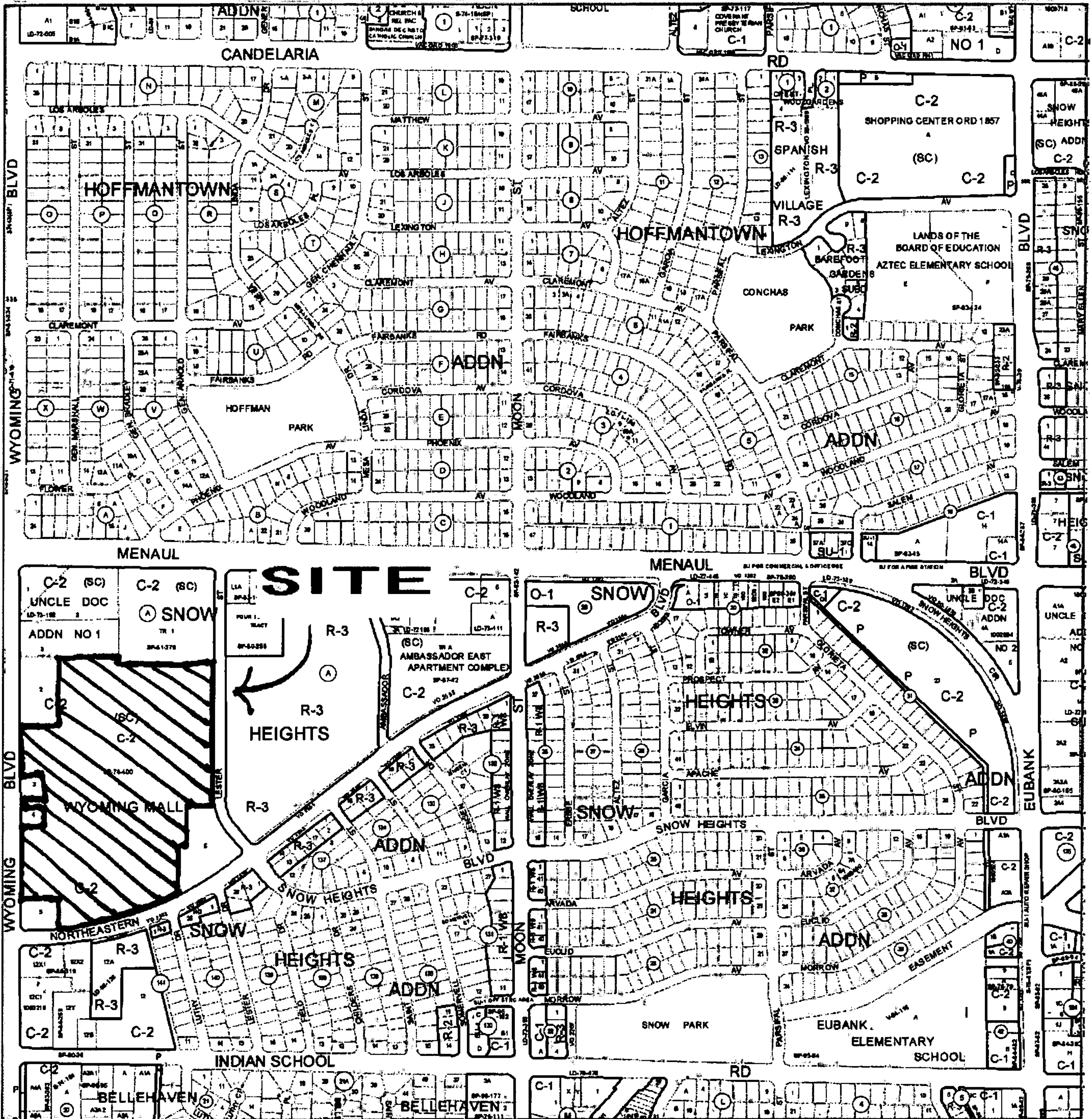
5. REMOVAL

- A. The sign is not to be removed before the initial hearing on the request.
- B. The sign should be removed within five (5) days after the initial hearing.

I have read this sheet and discussed it with the Planning Division staff. I understand (A) my obligation to keep the sign(s) posted for fifteen (15) days and (B) where the sign(s) are to be located. I am being given a copy of this sheet.

Keei D. Krueger, 10/1/10
(Applicant or Agent) (Date)

I issued 3 signs for this application, 10-1-10, [Signature]
(Date) (Staff Member)



For more current information and more details visit <http://www.cabq.gov/gis>

AGIS
Albuquerque Geographic Information System

Zone Atlas Page:
H-20-Z

Selected Symbols

- SECTOR PLANS
- Design Overlay Zones
- City Historic Zones
- H-1 Buffer Zone
- Petroglyph Mon.
- Escarpment
- 2 Mile Airport Zone
- Airport Noise Contours
- Wall Overlay Zone

Map amended through: 5/1/2006

gan

TIERRA WEST, LLC

October 1, 2010

Mr. Jack Cloud, Chair
Development Review Board
City of Albuquerque
P.O. Box 1293
Albuquerque, NM 87103

**RE: Extension of Subdivision Improvements Agreement
Wal-Mart Store # 5431 – Wyoming Mall
Project # 1003747
Zone Atlas Page H-20**

Dear Mr. Cloud:

Tierra West LLC, on behalf of Wal-Mart Stores East LP, requests a one-year extension of the Subdivision Improvements Agreement for the above-referenced store. The site is located on Wyoming Boulevard NE, between Menaul Boulevard NE and Northeastern Street NE. The construction of the improvements is complete. The close-out package has been submitted and comments have been addressed. There are some outstanding issues that will not be resolved prior to the expiration of the SIA extension currently in place.

If you have any questions or need additional information regarding this matter, please do not hesitate to contact me.

Sincerely,



Ronald R. Bohannon, P.E.

Enclosure/s

cc: Evelyn Feltner – Inez N.A.
Bette Weber – Inez N.A.
Edward Glenn – NEAR
Mike Gionfrido - NEAR

JN: 22092
RRB/kdk

5571 Midway Park Place NE Albuquerque, NM 87109
(505) 858-3100 Fax (505) 858-1118 1-800-245-3102
tierrawestllc.com

2007M5512
 Page 1 of 3
 04/02/2007 04:17
 8 17.00 Bt-500C P-58

Plat of
 Parcels 1-A, 1-B, 1-C, 8, 4-A & 5-A
Wyoming Mall
 Albuquerque, Bernalillo County, New Mexico
 October 2005

Project No. 1003747
 Application No. 05085-01605

Utility Approvals

Larry W. Medrano
 PNM ELECTRIC SERVICES
 DATE 11/10/05

Larry W. Medrano
 PNM GAS SERVICES
 DATE 11/10/05

Larry W. Medrano
 QUEST TELECOMMUNICATIONS
 DATE 11/10/05

Larry W. Medrano
 COMCAST
 DATE 11/10/05

City Approvals

Larry W. Medrano
 CITY SURVEYOR
 DATE 11/11/05

William J. Prater
 UTILITY DEVELOPMENT
 DATE 11/14/05

Christiane Dandrea
 PARKS AND RECREATION DEPARTMENT
 DATE 11/14/05

Bridley J. Bingham
 AMATCA
 DATE 11/9/05

Bridley J. Bingham
 CITY ENGINEER
 DATE 11/14/05

Larry W. Medrano
 DRB CHAIRPERSON, PLANNING DEPARTMENT
 DATE 11/14/05

TREASURER'S CERTIFICATE
 THIS IS TO CERTIFY THAT THE PLAT OF PARCELS 1-A, 1-B, 1-C, 8, 4-A & 5-A, WITHIN SECTION 5, TOWNSHIP 10 NORTH, RANGE 4 EAST, N.M.P.M., CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, HAS BEEN FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO, ON 11/13/05.
Larry W. Medrano
 TREASURER

Surveyor's Certificate

LARRY W. MEDRANO, A REGISTERED PROFESSIONAL SURVEYOR UNDER THE LAWS OF THE STATE OF NEW MEXICO, HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM FIELD NOTES OF AN ACTUAL SURVEY MEETING THE MINIMUM REQUIREMENTS FOR MONUMENTATION AND STANDARDS OF THE CITY OF ALBUQUERQUE SUBDIVISION ORDINANCE AND OF STANDARDS FOR LAND SURVEYS OF THE N.M. BOARD OF LICENSURE FOR ENGINEERS AND SURVEYORS AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT NO ENCROACHMENTS EXIST EXCEPT AS NOTED ABOVE AND THAT ALL IMPROVEMENTS ARE SHOWN IN THEIR CORRECT LOCATION RELATIVE TO RECORD BOUNDARIES AS LOCATED BY THIS SURVEY.



PRECISION SURVEYS, INC.

8414-D JEFFERSON ST., N.E. PHONE 505 856 6700
 ALBUQUERQUE, NEW MEXICO 87113 FAX 505 856 7800

Legal Description

A TRACT OF LAND LYING AND SITUATE WITHIN SECTION EIGHT, TOWNSHIP 10 NORTH, RANGE 4 EAST, NEW MEXICO, PARCELS ONE (1), FOUR (4) AND FIVE (5) OF THE PLAT OF PARCELS 1-A, 1-B, 1-C, 8, 4-A & 5-A, SHOWING AND DESIGNATED AS PARCELS 1-A, 1-B, 1-C, 8, 4-A & 5-A, BEING MORE PARTICULARLY DESCRIBED BY NEW MEXICO STATE PLANE COORDINATE SYSTEM GRID BEARINGS (CENTRAL ZONE-NORTH AMERICAN DATUM OF 1927) AND GROUND DISTANCES (US SURVEY FOOT) AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF DESCRIBED TRACT, FROM WHENCE A TIE TO ALBUQUERQUE CONTROL SURVEY MONUMENT "10-119" BEARS N 32°13'51" W, A DISTANCE OF 564.26 FEET, SAID MONUMENT HAVING NEW MEXICO STATE PLANE COORDINATES (CENTRAL ZONE, NORTH AMERICAN DATUM OF 1927) OF X=410,146.43, Y=1,495,067.04, (U.S. SURVEY FOOT), A GROUND TO GRID SCALE FACTOR OF 0.99865152, AND A DELTA ALPHA ANGLE OF -0°07'02.22";

THENCE FROM SAID TRUE POINT OF BEGINNING, S 88°46'21" E, A DISTANCE OF 318.72 FEET TO AN ANGLE POINT MARKED BY A SET NUMBER 5 REBAR WITH FLUORESCENT PINK PLASTIC CAP "PS 11993";

THENCE S 00°12'51" E, A DISTANCE OF 25.00 FEET TO AN ANGLE POINT MARKED BY A SET NUMBER 5 REBAR WITH FLUORESCENT PINK PLASTIC CAP "PS 11993";

THENCE S 88°46'21" E, A DISTANCE OF 505.09 FEET TO THE NORTHEAST CORNER OF DESCRIBED TRACT LYING ON THE WEST RIGHT OF WAY LINE OF JESSIE AVENUE, N.E., MARKED BY A SET NUMBER 5 REBAR WITH FLUORESCENT PINK PLASTIC CAP "PS 11993";

THENCE THE ALONG SAID WEST RIGHT OF WAY LINE FOR THE NEXT TWO COURSES, S 00°12'51" E, A DISTANCE OF 714.66 FEET TO POINT OF CURVATURE MARKED BY A SET NUMBER 5 REBAR WITH FLUORESCENT PINK PLASTIC CAP "PS 11993";

THENCE ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 38.28 FEET, A RADIUS OF 300.00 FEET, A CHORD BEARING OF S 03°57'53" E, A DISTANCE OF 39.25 FEET, AND A DELTA ANGLE OF 7°30'08", TO AN ANGLE POINT MARKED BY A SET NUMBER 5 REBAR WITH FLUORESCENT PINK PLASTIC CAP "PS 11993";

THENCE LEAVING SAID WEST RIGHT OF WAY LINE, S 89°47'09" W, A DISTANCE OF 97.00 FEET TO AN ANGLE POINT MARKED BY A SET NUMBER 5 REBAR WITH FLUORESCENT PINK PLASTIC CAP "PS 11993";

THENCE S 00°12'51" E, A DISTANCE OF 222.00 FEET TO AN ANGLE POINT MARKED BY A SET NUMBER 5 REBAR WITH FLUORESCENT PINK PLASTIC CAP "PS 11993";

THENCE S 89°47'09" W, A DISTANCE OF 57.00 FEET TO AN ANGLE POINT MARKED BY A SET NUMBER 5 REBAR WITH FLUORESCENT PINK PLASTIC CAP "PS 11993";

THENCE S 00°12'51" E, A DISTANCE OF 332.80 FEET TO THE SOUTHWEST CORNER OF DESCRIBED LEASE TRACT, SAID POINT LYING ON THE NORTH RIGHT OF WAY LINE OF NORTHEASTERN BOULEVARD, N.E., MARKED BY A SET NUMBER 5 REBAR WITH FLUORESCENT PINK PLASTIC CAP "PS 11993";

THENCE FOLLOWING SAID NORTH RIGHT OF WAY LINE, ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 827.54 FEET, A RADIUS OF 1,696.55 FEET, A CHORD BEARING OF S 75°48'44" W, A DISTANCE OF 819.36 FEET, AND A DELTA ANGLE OF 27°58'52" TO A POINT OF TANGENCY MARKED BY A SET NUMBER 5 REBAR WITH FLUORESCENT PINK PLASTIC CAP "PS 11993";

THENCE S 89°47'09" W, A DISTANCE OF 75.00 FEET TO THE SOUTHWEST CORNER OF DESCRIBED TRACT LYING ON THE INTERSECTION OF SAID NORTH RIGHT OF WAY LINE WITH THE EAST RIGHT OF WAY LINE OF WYOMING BOULEVARD, N.E., MARKED BY A SET NUMBER 5 REBAR WITH FLUORESCENT PINK PLASTIC CAP "PS 11993";

THENCE FOLLOWING SAID EAST RIGHT OF WAY LINE, N 00°12'51" W, A DISTANCE OF 702.56 FEET TO AN ANGLE POINT MARKED BY A SET NUMBER 5 REBAR WITH FLUORESCENT PINK PLASTIC CAP "PS 11993";

THENCE LEAVING SAID EAST RIGHT OF WAY LINE, N 89°47'09" E, A DISTANCE OF 125.00 FEET, TO AN ANGLE POINT MARKED BY A SET NUMBER 5 REBAR WITH FLUORESCENT PINK PLASTIC CAP "PS 11993";

THENCE N 00°12'51" W, A DISTANCE OF 125.00 FEET TO AN ANGLE POINT MARKED BY A SET NUMBER 5 REBAR WITH FLUORESCENT PINK PLASTIC CAP "PS 11993";

THENCE S 89°47'09" W, A DISTANCE OF 125.00 FEET TO AN ANGLE POINT LYING ON SAID EAST RIGHT OF WAY LINE OF WYOMING BOULEVARD, N.E., MARKED BY A SET NUMBER 5 REBAR WITH FLUORESCENT PINK PLASTIC CAP "PS 11993";

THENCE FOLLOWING SAID EAST RIGHT OF WAY LINE, N 00°12'51" W, A DISTANCE OF 258.00 FEET TO AN ANGLE POINT MARKED BY A SET NUMBER 5 REBAR WITH FLUORESCENT PINK PLASTIC CAP "PS 11993";

THENCE LEAVING SAID EAST RIGHT OF WAY LINE, N 89°47'09" E, A DISTANCE OF 198.00 FEET TO AN ANGLE POINT MARKED BY A SET NUMBER 5 REBAR WITH FLUORESCENT PINK PLASTIC CAP "PS 11993";

THENCE N 00°12'51" W, A DISTANCE OF 385.85 FEET TO THE POINT OF BEGINNING, DESCRIBED TRACT HAVING AN AREA OF 28,398.0 ACRES, (1,237,019 SQUARE FEET), MORE OR LESS, NOW COMPRISING PARCELS 1-A, 1-B, 1-C, 4-A AND 5-A, WYOMING MALL.

Free Consent and Dedication

THE REPLAT SHOWN HEREON IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER AND/OR PROPRIETOR, EXISTING PUBLIC UTILITY EASEMENTS SPONSORED FOR THE COMMON AND JOINT USE OF GAS, ELECTRIC, POWER AND COMMUNICATION SERVICES FOR BURIED AND/OR OVERHEAD DISTRIBUTION LINES, CONDUITS, PIPES, TUBES, INGRESS AND EGRESS FOR CONSTRUCTION AND MAINTENANCE, AND THE RIGHT TO TRIM INTERFERING TREES AND SHRUBS, SAID OWNER AND/OR PROPRIETOR DOES HEREBY CERTIFY THAT THIS SUBDIVISION IS THEIR FREE ACT AND DEED, SAID OWNERS WARRANT THAT THEY HOLD AMONG THEM COMPLETE AND INDEFEASIBLE TITLE IN FEE SIMPLE TO THE LAND SUBDIVIDED.

SAID OWNER AND/OR PROPRIETOR DOES HEREBY GRANT ALL EASEMENTS AS SHOWN HEREON WITH LISTED BENEFICIARIES AND STIPULATIONS.

SAID OWNER AND/OR PROPRIETOR DOES HEREBY DEDICATE ADDITIONAL STREET RIGHT OF WAY FOR WYOMING BOULEVARD, N.E. SHOWN HEREON TO THE CITY OF ALBUQUERQUE IN FEE SIMPLE WITH WARRANTY COVENANTS.



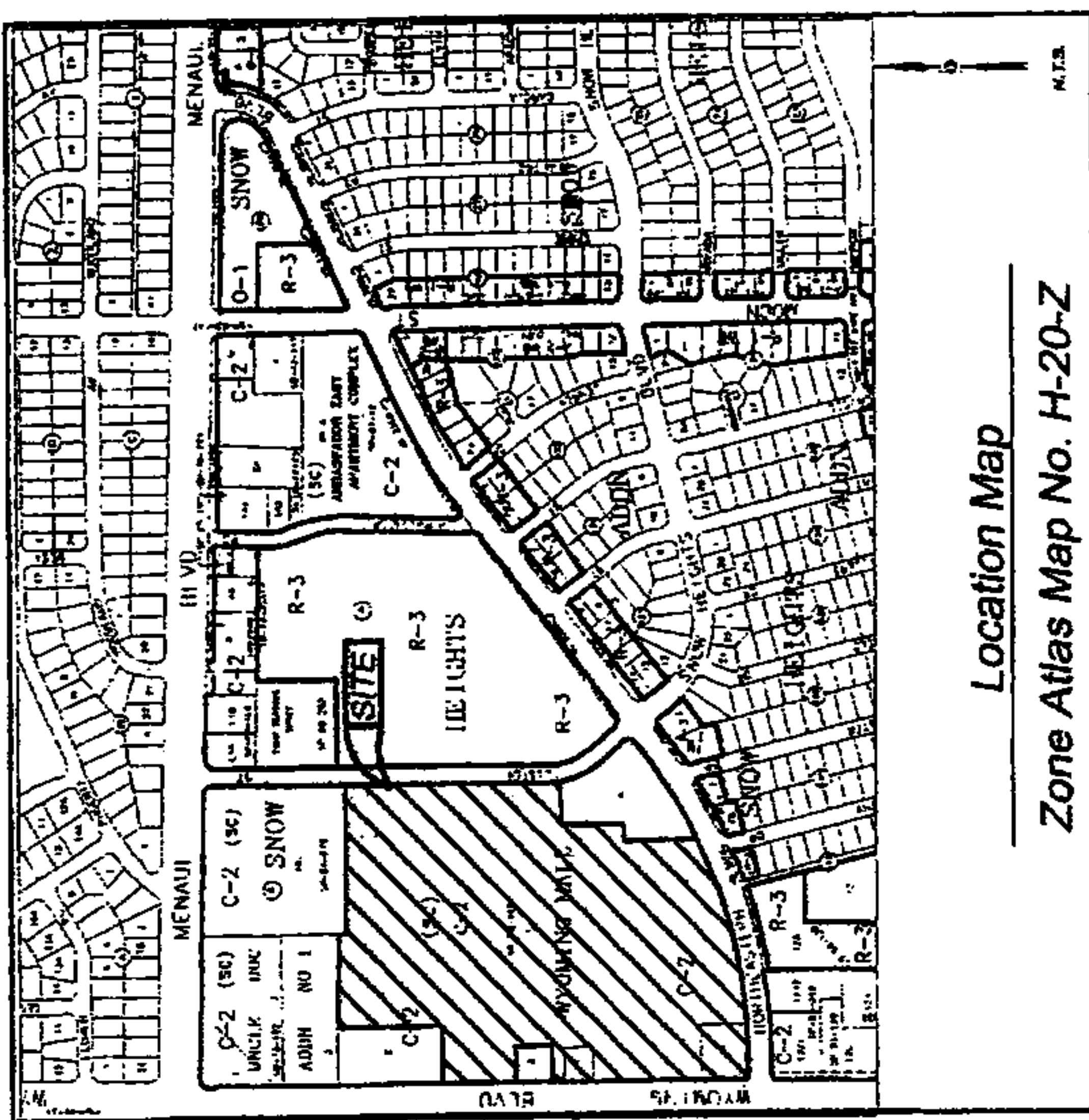
M. Candace Dufour
 M. CANDACE DUFOUR
 SR. VICE PRESIDENT
 WENGARTEN REALTY INVESTORS
 A TEXAS REAL ESTATE INVESTMENT TRUST

Acknowledgment

STATE OF TEXAS) SS
 COUNTY OF HARRIS)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 19 DAY OF Oct., 2005 BY
 M. CANDACE DUFOUR, SR. VICE PRESIDENT, WENGARTEN REALTY INVESTORS, A TEXAS REAL ESTATE INVESTMENT TRUST.

Jackie S. Spill
 NOTARY PUBLIC
 MY COMMISSION EXPIRES: 6-17-08



Location Map
 Zone Atlas Map No. H-20-Z

Subdivision Data:

GROSS SUBDIVISION ACREAGE: 28.3980 ACRES
 ZONE ATLAS INDEX NO.: H-20-Z
 NO. OF PARCELS CREATED: 5
 NO. OF LOTS CREATED: 0
 MILES OF FULL-WIDTH STREETS CREATED: 0
 DATE OF SURVEY: OCTOBER 2003, FIELD VERIFIED OCTOBER 2005.

Disclosure Statement:

THE PURPOSE OF THIS PLAT IS TO REPLAT EXISTING PARCELS 1, 4 AND 5 INTO 5 NEW PARCELS, TO DEDICATE ADDITIONAL ROAD RIGHT OF WAY FOR WYOMING BOULEVARD, N.E., TO VACATE EASEMENTS PER OSDRB-01410, AND TO GRANT NEW EASEMENTS.

Notes:

- MISC. DATA: ZONING C-2 (SC)
- BEARINGS SHOWN ARE GRID BEARINGS (NEW MEXICO STATE PLANE CENTRAL ZONE - MAD 1927).
- ALL DISTANCES ARE GROUND DISTANCES-US SURVEY FOOT.
- THIS PROPERTY LIES WITHIN SECTION 5, TOWNSHIP 10 NORTH, RANGE 4 EAST, N.M.P.M., CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO.
- PLAT SHOWS ALL EASEMENTS OF RECORD.
- TALOS LOG NO. 20054233003.

Easements

THIS PLAT SHOWS EXISTING RECORDED AND APPARENT EASEMENTS AS NOTED. PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT ARE GRANTED FOR THE COMMON AND JOINT USE OF:

- PNM ELECTRIC SERVICES FOR INSTALLATION, MAINTENANCE, AND SERVICE OF OVERHEAD AND UNDERGROUND ELECTRICAL LINES, COMMUNICATION FACILITIES, TRANSFORMERS, POLES AND ANY OTHER EQUIPMENT, FITTINGS, STRUCTURES AND RELATED FACILITIES REASONABLY NECESSARY TO PROVIDE ELECTRICAL SERVICE.
- PNM GAS SERVICES FOR INSTALLATION, MAINTENANCE, AND SERVICE OF NATURAL GAS LINES, VALVES AND OTHER EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE NATURAL GAS.
- QUEST CORPORATION FOR THE INSTALLATION, MAINTENANCE AND SERVICE OF ALL BURIED AND AERIAL COMMUNICATION LINES AND OTHER RELATED EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE COMMUNICATION SERVICES, INCLUDING BUT NOT LIMITED TO ABOVE GROUND PEDESTALS AND CLOSURES.
- COMCAST CABLE FOR THE INSTALLATION, MAINTENANCE, AND SERVICE OF SUCH LINES, CABLE, AND OTHER RELATED EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE CABLE TV SERVICE.

INCLUDED IS THE RIGHT TO BUILD, REBUILD, CONSTRUCT, RECONSTRUCT, LOCATE, RELOCATE, CHANGE, REMOVE, MODIFY, REPAIR, OPERATE, AND MAINTAIN FACILITIES FOR THE COMMON AND JOINT USE OF THE ABOVE LISTED UTILITIES, INCLUDING BUT NOT LIMITED TO: CONDUITS, PIPES, TUBES, INGRESS AND EGRESS ARE TO BE LOCATED TOGETHER WITH FREE ACCESS TO THE RIGHT AND PRIVILEGE TO TRIM AND REMOVE TREES, SHRUBS OR BUSHES WHICH INTERFERE WITH THE PURPOSES SET FORTH HEREIN, NO BUILDING, SIGN, POOL (ARBORESCULE OR SURFACE) HOT TUB, CONCRETE OR WOOD POOL DECKING, OR OTHER STRUCTURE SHALL BE ERECTED OR CONSTRUCTED ON SAID EASEMENTS, NOR SHALL ANY WELL BE DRILLED OR OPERATED THEREON. PROPERTY OWNERS SHALL BE SOLELY RESPONSIBLE FOR CORRECTING ANY VIOLATIONS OF NATIONAL ELECTRICAL SAFETY CODE CAUSED BY CONSTRUCTION OF POOLS, DECKING, OR ANY STRUCTURES ADJACENT TO WITHIN OR NEAR EASEMENTS SHOWN ON THIS PLAT.

EASEMENTS FOR ELECTRIC TRANSFORMERS/SWITCHGEARS, AS INSTALLED, SHALL EXTEND TEN FEET (10') IN FRONT OF TRANSFORMER/SWITCHGEAR DOOR AND FIVE FEET (5') ON EACH SIDE.

IN APPROVING THIS PLAT, PNM ELECTRIC SERVICES AND GAS SERVICES (PNM) DO NOT CONDUCT A TITLE SEARCH OF THE PROPERTIES HEREON. CONSEQUENTLY, PNM DOES NOT WAIVE NOR RELEASE ANY EASEMENT OR EASEMENT RIGHTS TO WHICH IT MAY BE ENTITLED.

200708012
 6625951
 Page 2 of 3
 84/02/2007 04:07
 R 17.00 Bl-2367C Pg-08

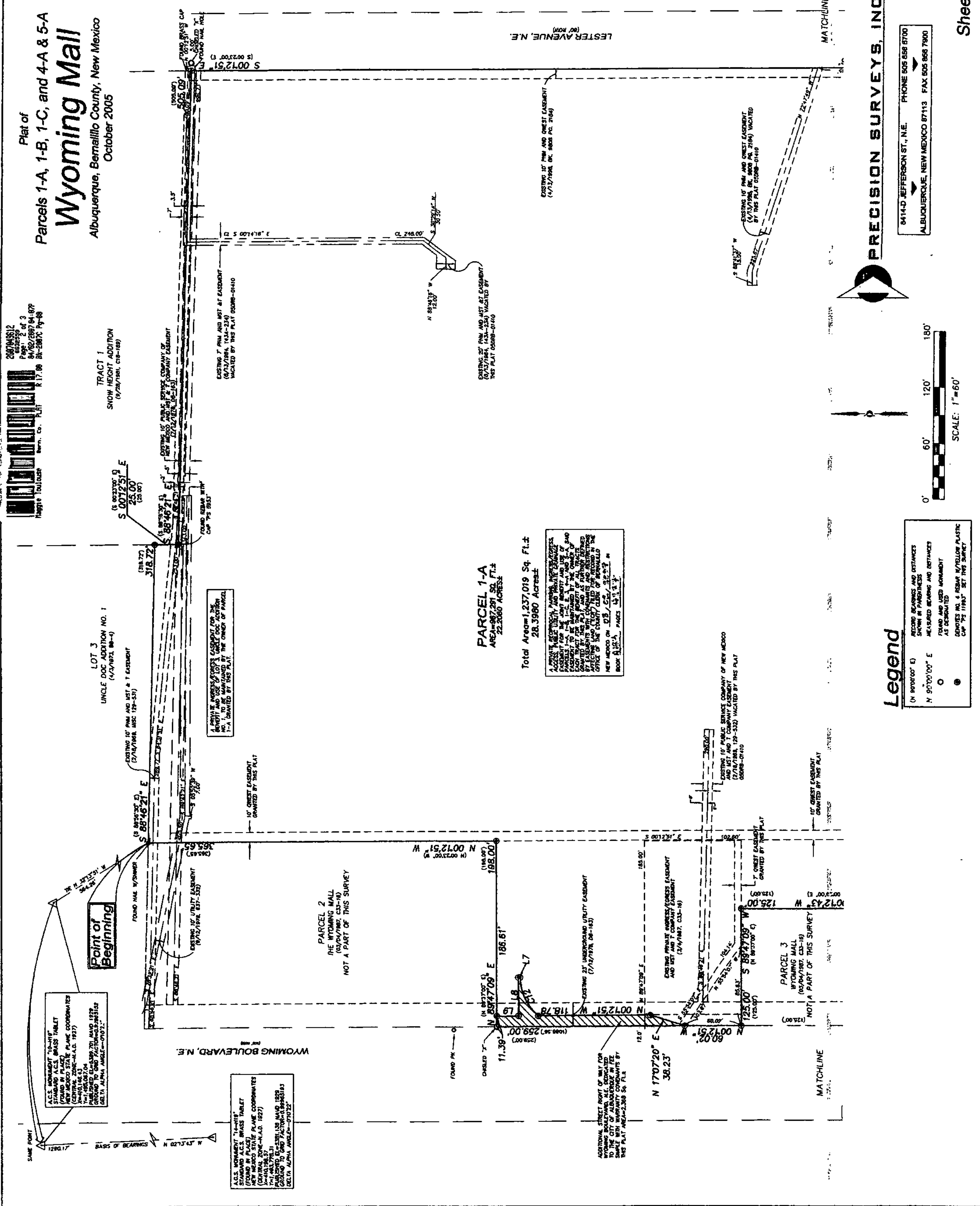
Plat of
Parcels 1-A, 1-B, 1-C, and 4-A & 5-A
Wyoming Mall
 Albuquerque, Bernalillo County, New Mexico
 October 2005

TRACT 1
 SHOW HEIGHT ADDITION
 (7/20/1984, 018-189)

LOT 3
 UNCLE DOC ADDITION NO. 1
 (1/17/1971, 88-4)

PARCEL 1-A
 AREA=887,291 SQ. FT.±
 20.2060 ACRES

Total Area=1,237,019 Sq. Ft.±
 28.3960 Acres



Legend

- (N 90°00'00\"/>

PRECISION SURVEYS, INC.

8414-D JEFFERSON ST., N.E. PHONE 505 866 6700
 ALBUQUERQUE, NEW MEXICO 87113 FAX 505 866 7900

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	TANGENT	CHORD BEARING	CHORD LENGTH
C1	300.00	38.28	07.5006	18.87	N 03.57.53" W	38.28
C2	1898.65	827.54	27.9652	422.18	S 79.48.44" W	819.36
C3	1898.65	52.73	01.4851	26.37	S 62.43.44" W	52.73
C4	1898.65	307.96	10.2313	154.20	S 69.48.48" W	307.14
C5	1898.65	243.79	08.1359	122.10	S 78.07.22" W	243.58
C6	1898.65	65.69	02.1307	32.85	S 31.20.56" W	65.69
C7	1898.65	157.77	05.1842	78.94	S 87.07.13" W	157.71
C8	1898.65	20.90	03.0207	11.85	N 31.20.50" W	19.86
C9	29.00	29.21	97.4252	15.98	S 29.01.35" W	27.89
C10	18.00	42.84	21.2338	21.72	N 29.08.02" W	42.89
C11	1698.55	127.10	04.1733	63.58	S 87.38.24" W	127.08
C12	54.91	45.93	47.5513	24.40	N 84.32.58" E	44.80

A.L.S. MONUMENT "B-200"
STANDARD A.C.S. MASS TABLE
(PLANNED IN PLACE)
(CENTRAL ZONE - N.A.D. 1983)
K=618.1148
X=418.1123
PUBLISHED AS 5332.119 NAVD 1983
DELTA ALPHA ANGLE=07.0131

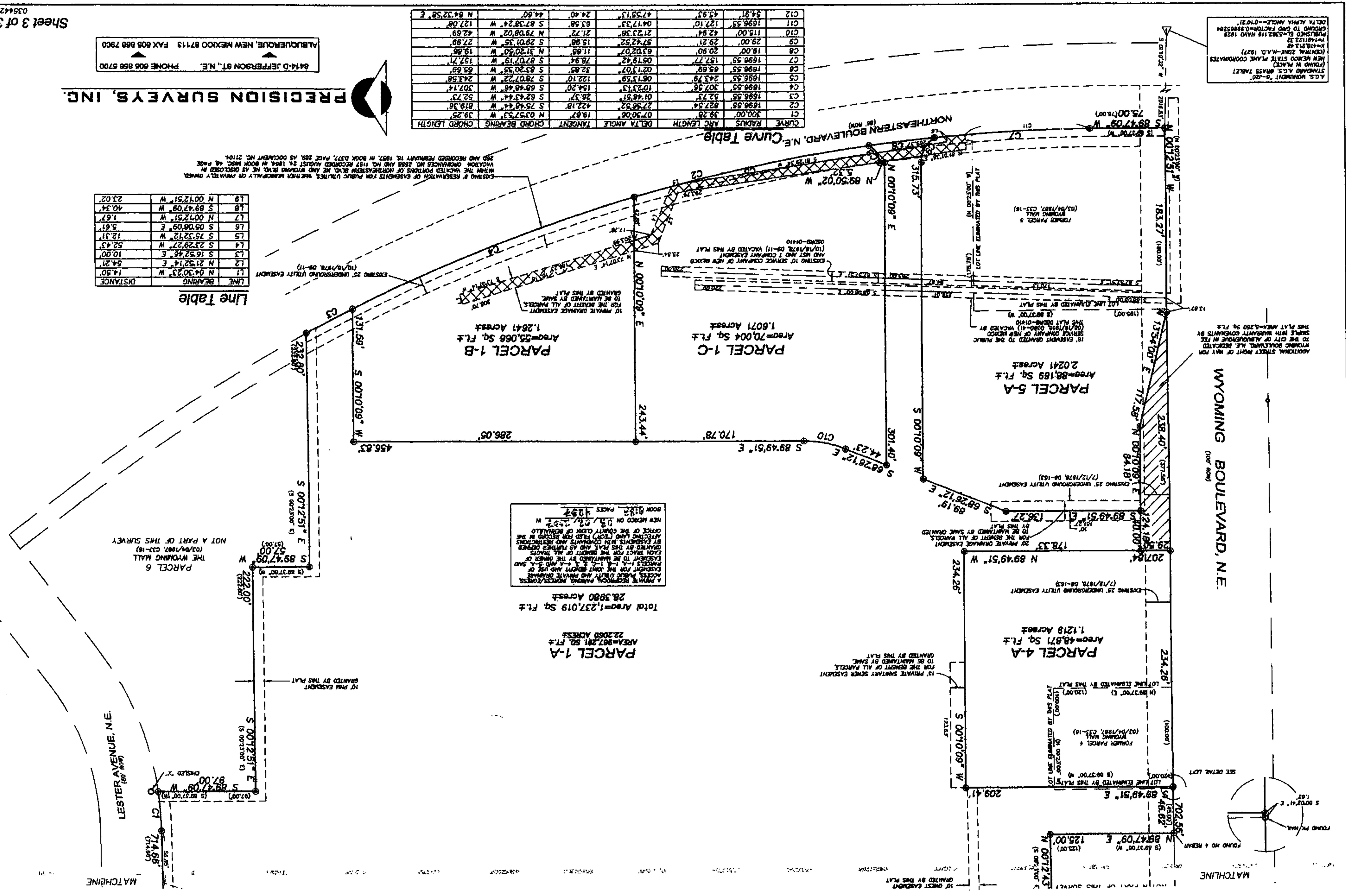
8414-D JEFFERSON ST., N.E.
PHONE 606 869 6700
FAX 606 869 7900
ALBUQUERQUE, NEW MEXICO 87113

PRECISION SURVEYS, INC.



Line Table

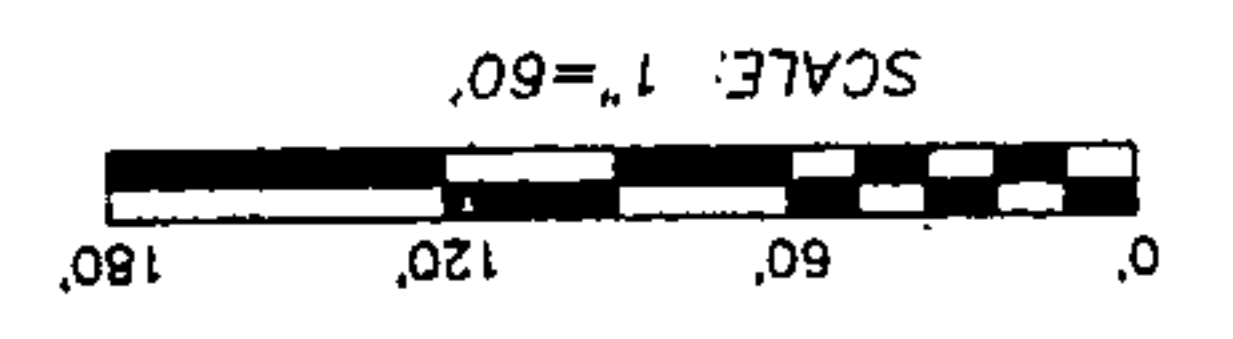
LINE	BEARING	DISTANCE
L1	N 04.30.23" W	14.50
L2	N 21.52.14" E	64.21
L3	S 18.52.48" E	10.00
L4	S 23.29.27" W	52.43
L5	S 75.32.12" W	12.31
L6	S 05.08.09" E	5.61
L7	N 00.72.51" W	1.67
L8	S 89.47.09" W	40.34
L9	N 00.12.51" W	23.02



A PRIVATE DRAINAGE EASEMENT FOR THE BENEFIT OF ALL PARCELS 1-A, 1-B, 1-C, 4-A, 5-A AND 6, IS GRANTED TO BE MAINTAINED BY SAID PARCELS 1-A, 1-B, 1-C, 4-A, 5-A AND 6. ACCESS SHALL BE EXERCISED BY THE OWNER OF ANY PARCEL TO THE DRAINAGE CANALS AND USE OF SAME SHALL BE AT THE DISCRETION OF THE CITY OF ALBUQUERQUE. THIS PLAT IS HEREBY GRANTED TO THE CITY OF ALBUQUERQUE IN FULL AND ENTIRETY. A REVISION OF THE CITY OF ALBUQUERQUE TO THIS PLAT IS HEREBY GRANTED TO THE CITY OF ALBUQUERQUE IN FULL AND ENTIRETY. THIS PLAT MEASURES 4200 SQ. FT. APPROXIMATE STREET RIGHT OF WAY FOR WYOMING BOULEVARD, N.E. DEICATED TO THE CITY OF ALBUQUERQUE IN FULL AND ENTIRETY. THIS PLAT MEASURES 250 SQ. FT. 10' PRIVATE DRAINAGE EASEMENT TO THE PUBLIC. THIS PLAT DRAINAGE (10/18/1978, 08-11) VACATED BY THIS PLAT. THIS PLAT DRAINAGE (10/18/1978, 08-11) VACATED BY THIS PLAT. THIS PLAT DRAINAGE (10/18/1978, 08-11) VACATED BY THIS PLAT.

NOT A PART OF THIS SURVEY THE WYOMING MALL (02/04/1987, 03-18)

Plat of
Wyoming Mall
Parcels 1-A, 1-B, 1-C, and 4-A & 5-A
Albuquerque, Bernalillo County, New Mexico
October 2006



Legend

- (N 90°00'00" E) RECORD BEARINGS AND DISTANCES SHOWN IN PARALLELS
- (N 90°00'00" E) MEASURED BEARINGS AND DISTANCES AS DEDICATED
- DENOTES NO. 4 REBAR W/ YELLOW PLASTER CAP 95 118937 SET THIS SURVEY

2987949512
84/82/2887 84-82P
Page 3 of 3
R 17.88 81-8987C P-88
BERRILL COUNTY PLAT



[Handwritten signature]
DRB ✓

OFFICIAL NOTICE OF DECISION

CITY OF ALBUQUERQUE
PLANNING DEPARTMENT
DEVELOPMENT REVIEW BOARD

November 9, 2005

11. **Project # 1003747**
05DRB-01550 Minor-SiteDev Plan Subd/EPC
05DRB-01551 Minor-SiteDev Plan BldPermit/EPC

TIERRA WEST LLC agent(s) for WAL-MART STORES EAST LP request(s) the above action(s) for all or a portion of Tract(s) 1, 4 & 5, WYOMING MALL (to be known as **WALMART**) zoned C-2 (SC), located on WYOMING BLVD NE, between MENAUL BLVD NE and NORTHEASTERN ST NE containing approximately 31 acre(s). [REF: ZA-99-017, ZA-79-214, ZA-78-225, ZA-84-226, ZA-78-143, ZA-14-95,, DRB-97-319, 05EPC-00024, 05EPC-00025] [**Carmen Marrone, EPC Case Planner**] [*Deferred from 10/12/05 & 10/26/05*] (H-20)

At the November 9, 2005, Development Review Board meeting, the site development plan for subdivision was approved and signed off by the Board.

With the signing of the infrastructure list dated 11/9/05 the site development plan for building permit was approved with final sign off delegated to City Engineer for the SIA and 3 copies of the site plans and Transportation Development for entrance at Black Angus and removal of qwik curb.

05DRB-01685 Minor-Prelim&Final Plat Approval

TIERRA WEST LLC agent(s) for WAL-MART STORES EAST LP request(s) the above action(s) for all or a portion of Tract(s) 1, 4 & 5, WYOMING MALL (to be known as **WALMART**) zoned C-2 (SC), located on WYOMING BLVD NE, between MENAUL BLVD NE and NORTHEASTERN ST NE containing approximately 31 acre(s). [REF: 05DRB-01550, 05DRB-01551] (H-20)

At the November 9, 2005, Development Review Board meeting, the preliminary and final plat was approved with final plat sign off delegated to Transportation Development for recording information for "ECR'S" and to Planning for AGIS dxf file.

If you wish to appeal this decision, you must do so by November 28, 2005 (due to the City observed Thanksgiving holiday) in the manner described below.

Appeal is to the Land Use Hearing Officer. Any person aggrieved with any determination of the Development Review Board may file an appeal on the Planning Department form, to the Planning Department, within 15 days of the Development Review Board's decision. The date the determination in question is issued is not included in the 15-day period for filing an appeal.

If the fifteenth day falls on a Saturday, Sunday or holiday as listed in the Merit System Ordinance, the next working day is considered as the deadline for filing the appeal. Such appeal shall be heard within 60 days of its filing.



OFFICIAL NOTICE OF DECISION
PAGE 2

You will receive notice if any other person files an appeal. Successful applicants are reminded that other requirements of the City must be complied with, even after approval of the referenced application(s).

Sheran Matson, AICP, DRB Chair

Cc: Tierra West LLC, 8509 Jefferson NE, 87113
Wal Mart Stores East LP, 2001 S. E. 10th Street, Bentonville, AR 72716
Myrtice Scabarozzi, 2114 Utah NE, 87110
Evelyn Feltner, 2014 Utah NE, 87110
Marilyn Maldonado, Planning Department, 4th Floor, Plaza del Sol Bldg.
File

ORIGINAL

INFRASTRUCTURE LIST

(Rev. 9-20-05)

EXHIBIT "A"

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

Date Submitted: 10/04/05
Date Site Plan Approved: 11/09/05
Date Preliminary Plat Approved: _____
Date Preliminary Plat Expires: _____
DRB Project No.: 1003747
DRB Application No: 05-01551

Wal-Mart, (Albuquerque East Central), Menaul & Wyoming, Store #5491-00 (Wyoming Mall)
PROPOSED NAME OF PLAT AND/OR SITE DEVELOPMENT PLAN

Parcels 1, 4, & 5 - Wyoming Mall & Summary Plat Portion of Block A - Snow Heights Addition
EXISTING LEGAL DESCRIPTION PRIOR TO FLATTING 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 guarantee. 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	
		105'	Wal-Mart Improvements							
			Deceleration Lane (including transition)	Wyoming Blvd.	Starting 560' N. of Northeastern Blvd.	Second entrance on Wyoming	/	/	/	
			Medians	Northeastern Blvd	Wyoming Blvd	Lester Avenue	/	/	/	
			Roundabout Median	Lester Avenue/Northeastern Blvd			/	/	/	
			Roundabout Median	Snow Heights/Ambassador			/	/	/	
			Traffic Circle	Hoffman/Prospect			/	/	/	
			Traffic Calming Improvements	5-way intersection of Apache/ Wisconsin/ Vermont			/	/	/	
			Curb Bump-outs	Indian School	Luthy, Lester, Field, Childers, Saint and Somervell Streets		/	/	/	
			6'	Sidewalks	Northeastern Blvd	380' East of Wyoming Blvd.	625' East of Wyoming Blvd	/	/	/
				Median to cut off thru movement from Wyoming Mall to Apache Ave	Wyoming Blvd	260' South of North Property Line		/	/	/
		Median Improvements to limit movement to left in only to shopping center and right out only at Wyoming Place		Wyoming Blvd	620' South of North Property Line		/	/	/	
		10"	Water Line	Lester Avenue	100' South of North Property Line	East Property Line	/	/	/	
			Water Service	Lester Avenue	105' South of North Property Line	East Property Line	/	/	/	
		2"								

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification		
							Private Inspector	P.E.	City Crst Engineer
		\$228,998.14	Off-site Traffic Mitigation - Requirement may be met with physical improvements				/	/	/
		\$128,711.72	Off-site Traffic Mitigation - Requirement may be met with physical improvements				/	/	/
			Cut-through traffic study after center is built and construct reasonable improvements that may be identified by study, up to \$40,000.						
<u>Weingarten Improvements</u>									
		200'	Deceleration Lane (including transition)	Wyoming Blvd.	Starting 180' N. of Northeastern Blvd	200' to first entrance on Wyoming			
		36"	RCP Storm Drain	Wyoming Blvd	390' North of Northeastern Blvd	Existing SD	/	/	/
		42"	RCP Storm Drain	Northeastern Blvd	230' East of Wyoming Blvd	Existing SD	/	/	/
		2"	Water Service	Wyoming Blvd	815' North of Northeastern Blvd	West Property Line	/	/	/
		6"	Water line	Northeastern Blvd	25' West of East Property Line	South Property Line	/	/	/
		2" and 8"	Water Line Connection	Northeastern Blvd	100' East of Wyoming Blvd	South Property Line	/	/	/
		6"	SAS Connection	Northeastern Blvd	80' East of Wyoming Blvd	South Property Line	/	/	/
		8"	SAS Connection	Northeastern Blvd	260' East of Wyoming Blvd	South Property Line	/	/	/
		10"	Water Line Connection	Northeastern Blvd	280' East of Wyoming Blvd	South Property Line	/	/	/
		2	Fire Hydrants	Northeastern Blvd			/	/	/
		2"	Water Service Connection	Northeastern Blvd	330' East of Wyoming Blvd	South Property Line	/	/	/
			Water Infrastructure to include Valves, Fittings, Valve Boxes and Fire Hydrants as required.				/	/	/
			Sanitary Sewer to include Manholes and Service Connections as required.				/	/	/
			Catch Basins and RCP connections included with Storm Sewer				/	/	/

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.

Financially Guaranteed DRC #	Constructed Under DRC #	Size	Type of Improvement	Location	From	To	Construction Certification		
							Private Inspector	P.E.	City Cnst Engineer
<input type="text"/>	<input type="text"/>						/	/	/
<input type="text"/>	<input type="text"/>						/	/	/
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

Sara Lavy, PE
 NAME (print)

Tierra West LLC
 FIRM

Sara Lavy 11/9/05
 SIGNATURE - date

DEVELOPMENT REVIEW BOARD MEMBER APPROVALS

[Signature] - 11/09/05
 DRB CHAIR - date

Christina Sandoval 11/9/05
 PARKS & RECREATION - date

[Signature] 11-9-05
 TRANSPORTATION DEVELOPMENT - date

William G. Balch 11/9/05
 UTILITY DEVELOPMENT - date

Bradley L. Bingham 11/9/05
 CITY ENGINEER - date

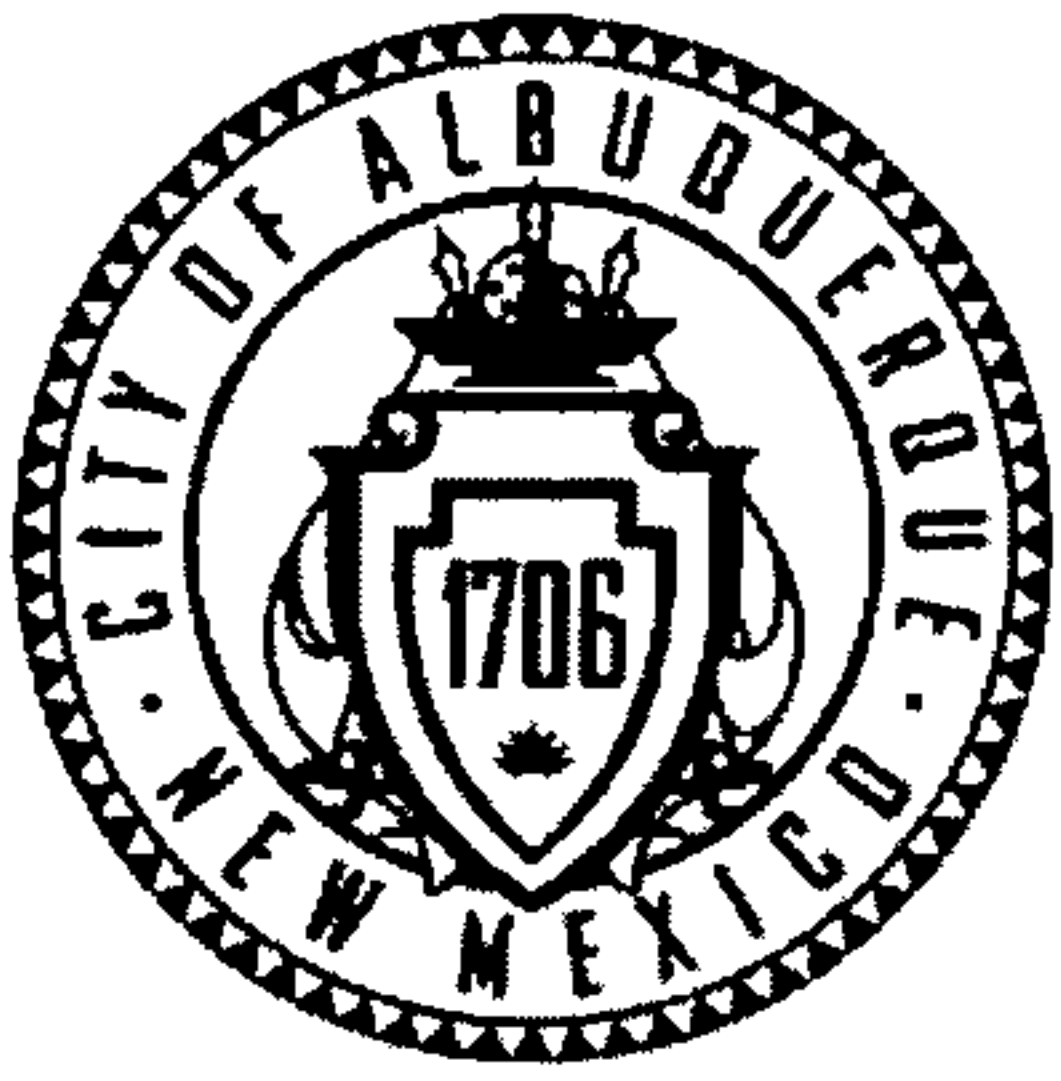
 AMAFCA - date

 - date

 - date

DESIGN REVIEW COMMITTEE REVISIONS

REVISION	DATE	DRC CHAIR	USER DEPARTMENT	AGENT / OWNER



DEVELOPER INQUIRY SHEET

(To be completed prior to application submittal)

The Office of Neighborhood Coordination (ONC) located in Room 120 (basement) of the Plaza Del Sol Building, 600 Second Street NW, Fax: (505) 924-3913 – will need the following information **BEFORE** neighborhood and/or homeowner association information will be released to the applicant/agent on any project being presented to the Planning Department of the City of Albuquerque. If you have any questions, please feel free to contact our office at (505) 924-3914. **Your Developer Inquiry is for the following:**

Cell Tower Submittal: Free-Standing Tower -OR- Concealed Tower
 EPC Submittal DRB Submittal LUCC Submittal Liquor Submittal
 Administrative Amendments (AA's) Submittal City Project Submittal

CONTACT NAME: Keli Krueger

COMPANY NAME: Tierra West LLC

ADDRESS/ZIP: 5571 Midway Park Place NE, Albuquerque, NM 87109

PHONE: 505-858-3100 FAX: 505-858-1118

LEGAL DESCRIPTION INFORMATION

PLEASE FORWARD INFORMATION ON ANY NEIGHBORHOOD AND/OR HOMEOWNER ASSOCIATION IN THE AREA OF THE PROPERTY DESCRIBED BELOW:

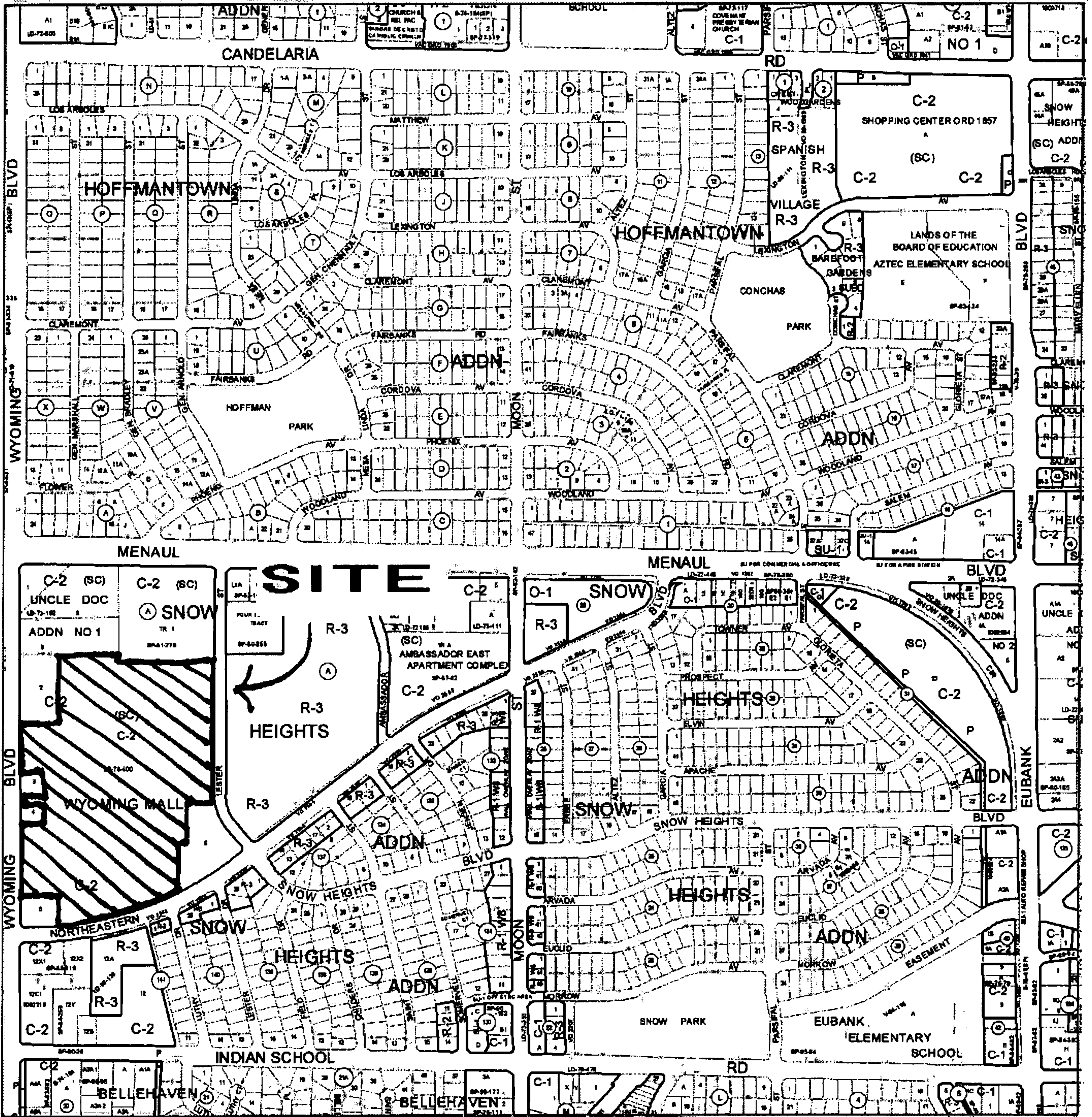
Lots 1-A, 1-B, 1-C, 4-A, & 5-A, Wyoming Mall

LOCATED ON Wyoming Boulevard NE LEGAL DESCRIPTION
STREET NAME OR OTHER IDENTIFYING LANDMARK

BETWEEN Menaul Boulevard NE AND
STREET NAME OR OTHER IDENTIFYING LANDMARK

Northeastern Street NE
STREET NAME OR OTHER IDENTIFYING LANDMARK

THE SITE IS INDICATED ON THE FOLLOWING ZONE ATLAS PAGE (H-20).
(PLEASE MARK/HATCH ZONE MAP WHERE PROPERTY IS LOCATED)
(Zone Map **MUST** be provided with request)



For more current information and more details visit: <http://www.cabq.gov/gis>

AGIS
Albuquerque Geographic Information System

Map amended through: 5/1/2006

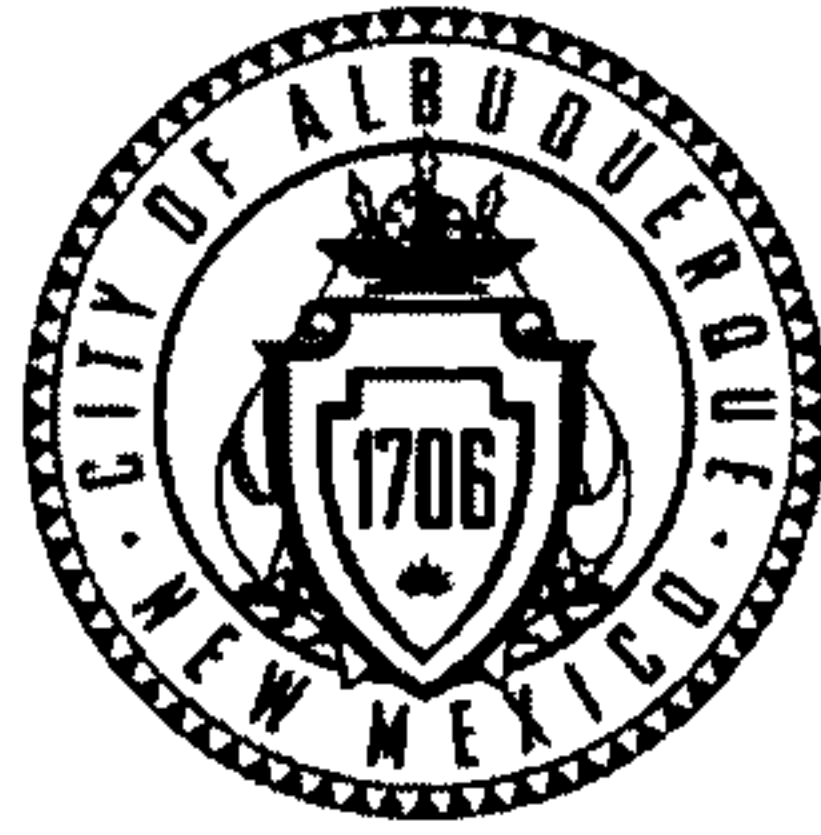
Note: Cross-hatching represents areas outside of the City Limits.

Zone Atlas Page:
H-20-Z

Selected Symbols

SECTOR PLANS	Escarpment
Design Overlay Zones	2 Mile Airport Zone
City Historic Zones	Airport Noise Contours
H-1 Buffer Zone	Wall Overlay Zone
Petroglyph Mon.	

0 750 1,500 Feet



City of Albuquerque

P.O. Box 1293, Albuquerque, NM 87103

September 29, 2010

Keli Krueger
Tierra West, LLC
5571 Midway Park Place NE/87109
Phone: 505-858-3100/Fax: 505-858-1118
E-mail: KKrueger@tierrawestllc.com

PLEASE NOTE: The Neighborhood and/or Homeowner Association information listed in this letter is valid for one (1) month. If you haven't filed your application within one (1) month of the date of this letter – you will need to get an updated letter from our office. It is your responsibility to provide current information – outdated information may result in a deferral of your case.

Dear Keli:

Thank you for your inquiry of September 29, 2010 requesting the names of **ALL Neighborhood and/or Homeowner Associations** who would be affected under the provisions of O-92 by your proposed project at **(DRB SUBMITTAL) – LOTS 1-A, 1-B, 1-C, 4-A AND 5-A, WYOMING MALL, LOCATED WYOMING BOULEVARD NE BETWEEN MENAUL BOULEVARD NE AND NORTHEASTERN STREET NE** zone map **H-20**.

Our records indicate that the **Neighborhood and/or Homeowner Associations** affected by this proposal and the contact names are as follows:

INEZ N.A. "R"

Evelyn B. Feltner, 2014 Utah St. NE/87110 271-9027 (h)
Bette Weber, 1927 Virginia St. NE/87110 292-1756 (h)

NORTH EASTERN ASSOC. OF RESIDENTS "R"

Edward Glenn, 2048 Moon NE/87112 293-2458 (h)
Mike Gionfriddo, 2602 General Arnold NE/87112 400-7591 (h)

Please note that according to O-92 you are required to notify each of these contact persons by **certified mail, return receipt requested, before** the Planning Department will accept your application filing. **IMPORTANT! Failure of adequate notification may result in your Application Hearing being deferred for 30 days.** If you have any questions about the information provided, please contact me at (505) 924-3902 or via an e-mail message at swinklepleck@cabq.gov or by fax at (505) 924-3913.

Sincerely,

Stephani Winklepleck

Stephani Winklepleck
Neighborhood Liaison
OFFICE OF NEIGHBORHOOD COORDINATION
Planning Department

LETTERS MUST BE SENT TO BOTH CONTACTS OF EACH NEIGHBORHOOD AND/OR HOMEOWNER ASSOCIATION.

!!!Notice to Applicants!!!

SUGGESTED INFORMATION FOR NEIGHBORHOOD NOTIFICATION LETTERS

Applicants for Zone Change, Site Plan, Sector Development Plan approval or an amendment to a Sector Development Plan by the EPC, DRB, etc. are required under Council Bill O-92 to notify all affected neighborhood and/or homeowner associations **PRIOR TO FILING THE APPLICATION TO THE PLANNING DEPARTMENT**. Because the purpose of the notification is to ensure communication as a means of identifying and resolving problems early, it is essential that the notification be fully informative.

WE RECOMMEND THAT THE NOTIFICATION LETTER INCLUDE THE FOLLOWING INFORMATION:

1. The street address of the subject property.
2. The legal description of the property, including lot or tract number (if any), block number (if any), and name of the subdivision.
3. A physical description of the location, referenced to streets and existing land uses.
4. A complete description of the actions requested of the EPC:
 - a) If a **ZONE CHANGE OR ANNEXATION**, the name of the existing zone category and primary uses and the name of the proposed category and primary uses (i.e., "from the R-T Townhouse zone, to the C-2 Community Commercial zone").
 - b) If a **SITE DEVELOPMENT OR MASTER DEVELOPMENT PLAN** approval or amendment describes the physical nature of the proposal (i.e., "an amendment to the approved plan to allow a drive-through restaurant to be located just east of the main shopping center entrance off Montgomery Blvd.").
 - c) If a **SECTOR DEVELOPMENT PLAN OR PLAN AMENDMENT** a general description of the plan area, plan concept, the mix of zoning and land use categories proposed and description of major features such as location of significant shopping centers, employment centers, parks and other public facilities.
 - d) The name, address and telephone number of the applicant and of the agent (if any). In particular the name of an individual contact person will be helpful so that neighborhood associations may contact someone with questions or comments.

Information from the Office of Neighborhood Coordination

The following information should always be in each application packet that you submit for an EPC or DRB application. Listed below is a "Checklist" of the items needed.

- ONC's "Official" Letter to the applicant (if there are associations). A copy must be submitted with application packet -OR-**
- The ONC "Official" Letter (if there are no associations). A copy must be submitted with application packet.
- Copies of Letters to Neighborhood and/or Homeowners Associations (if there are associations). A copy must be submitted with application packet.**
- Copies of the certified receipts to Neighborhood and/or Homeowners Associations (if there are associations). A copy must be submitted with application packet.**

Just a reminder - Our ONC "Official" Letter is only valid for a one (1) month period and if you haven't submitted your application by this date, you will need to get an updated letter from our office.

Any questions, please feel free to contact Stephani at 924-3902 or via an e-mail message at swinklepleck@cabq.gov.

Thank you for your cooperation on this matter.

(below this line for ONC use only)

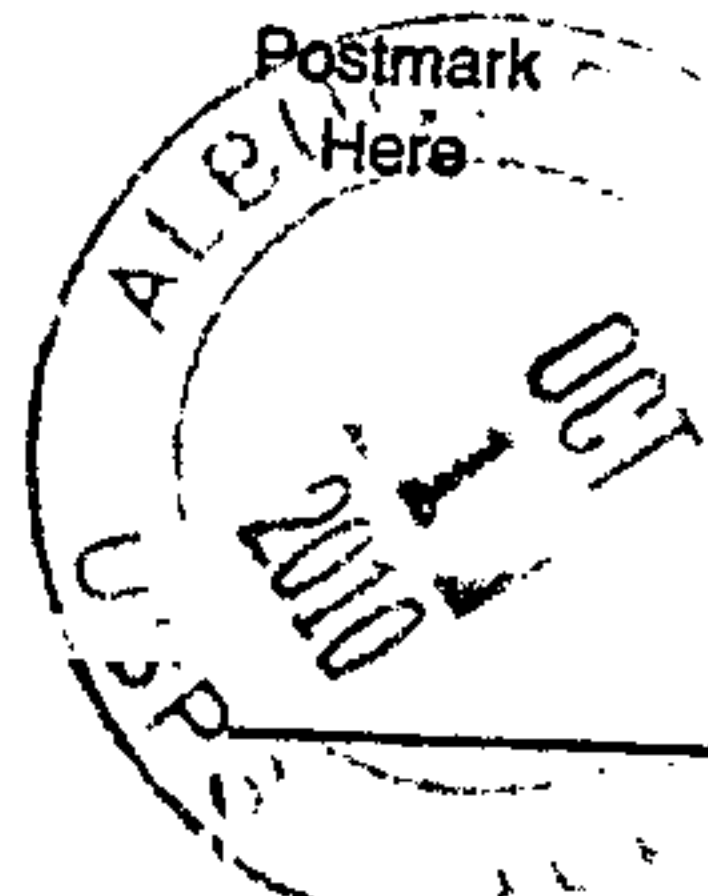
Date of Inquiry: **09/29/10** Time Entered: **2:25 p.m.** ONC Rep. Initials: **siw**

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	\$.44
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.54



Sent To
 Street, Apt. No.;
 or PO Box No. Mike Gionfrido
 NEAR
 City, State, ZIP+4 2602 General Arnold NE
 Albuquerque, NM 87112

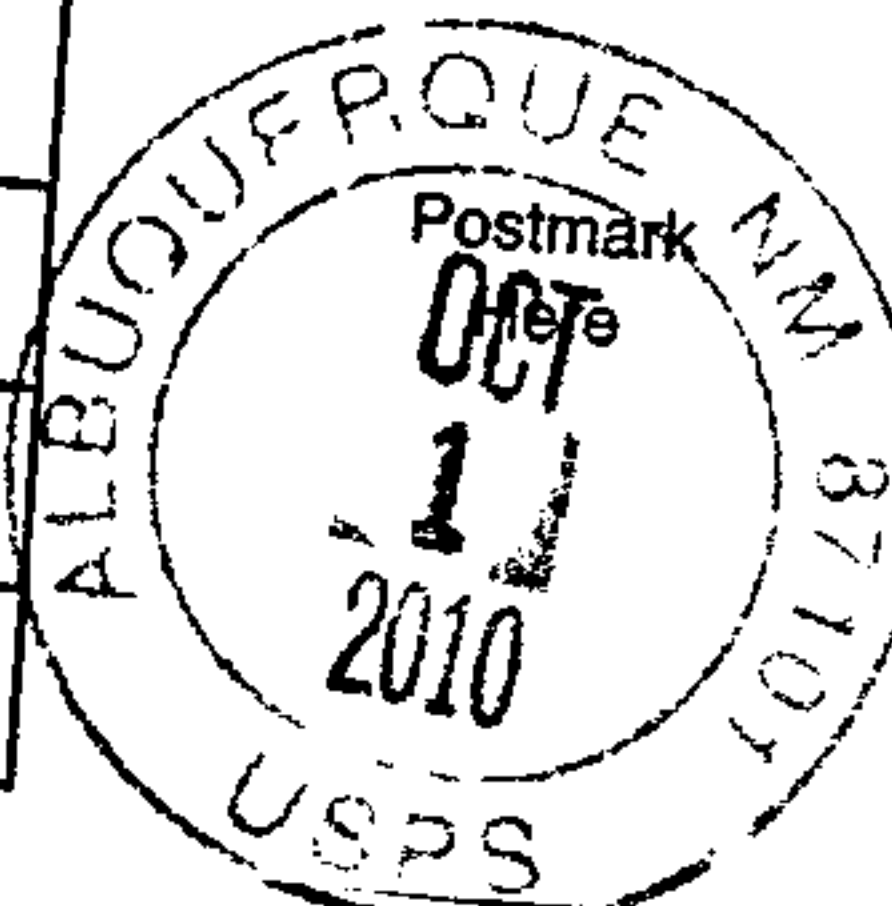
PS Form 3800, August 2009 See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	\$.44
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.54



Sent To
 Street, Apt. No.;
 or PO Box No. Evelyn B. Feltner
 Inez N.A.
 City, State, ZIP+4 2014 Utah St. NE
 Albuquerque, NM 87110

PS Form 3800, August 2009 for Instructions

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	\$.44
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.54



Sent To
 Street, Apt. No.;
 or PO Box No. Bette Weber
 Inez N.A.
 City, State, ZIP+4 1927 Virginia St. NE
 Albuquerque, NM 87110

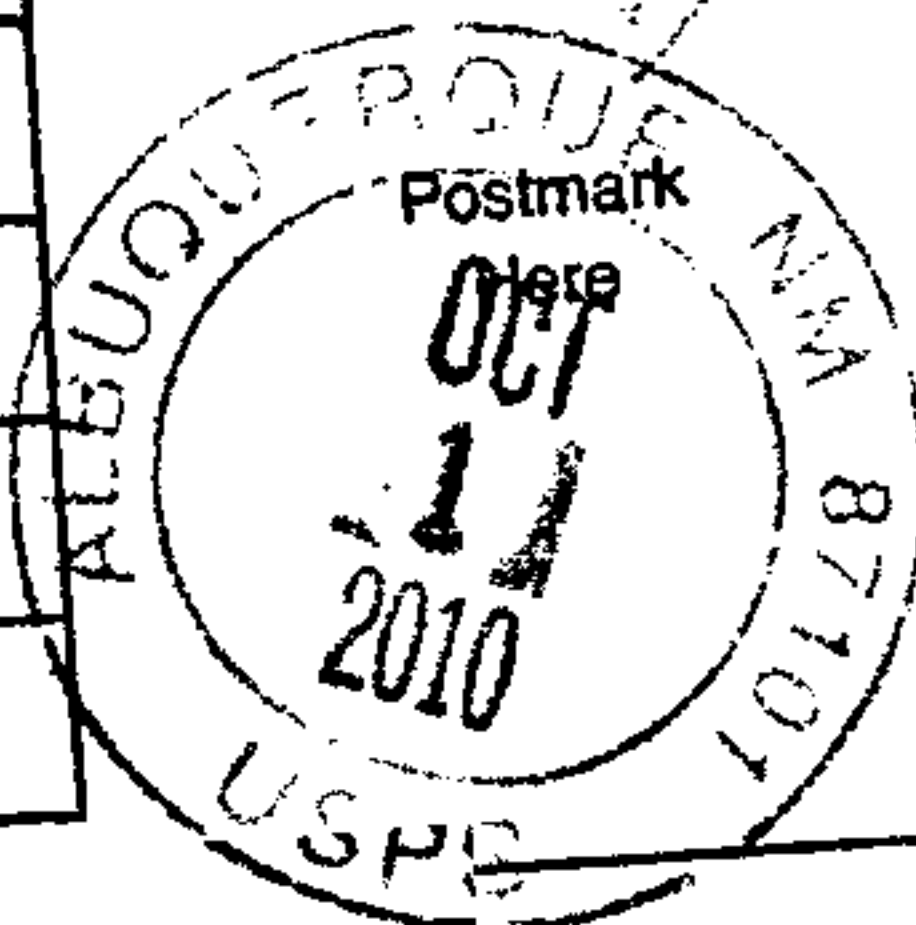
PS Form 3800, August 2009 See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	\$.44
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.54



Sent To
 Street, Apt. No.;
 or PO Box No. Edward Glenn
 NEAR
 City, State, ZIP+4 2048 Moon NE
 Albuquerque, NM 87112

PS Form 3800, August 2009 See Reverse for Instructions

in A
Keel 3/25/07

22092
SIA

No. Of Lots 5
Nearest Major Streets WYOMING BLVD NE

FIGURE 12
SUBDIVISION IMPROVEMENTS
AGREEMENT-PUBLIC AND/OR PRIVATE
(Procedure B)

AGREEMENT TO CONSTRUCT
PUBLIC AND/OR PRIVATE SUBDIVISION IMPROVEMENTS

THIS AGREEMENT is made this 14th day of March, 2007, by and between the City of Albuquerque, New Mexico ("City"), a municipal corporation, whose address is P. O. Box 1293 (One Civic Plaza), Albuquerque, New Mexico 87103, and WAL-MART STORES EAST, LP ("Subdivider"), a [state the type of business entity, for instance, "New Mexico corporation," "general partnership," "joint venture," "individual," etc.]: A DELAWARE CORPORATION, whose address is 2001 SE 10TH STREET, BENTONVILLE AR 72716-0550 and whose telephone number is 479.204.0425, is made in Albuquerque, New Mexico, and is entered into as of the date of final execution of this Agreement.

1. **Recital.** The Subdivider is developing certain lands within the City of Albuquerque, Bernalillo County, New Mexico, known as [describe:] Parcels One, Four, & Five of the Wyoming Mall, Portion of Block "A" Snow Heights Addition, recorded on MARCH 4, 1987 in the records of the Bernalillo County Clerk at Book C33, Folio 16 (the "Subdivision"). The Subdivider certifies that the Subdivision is owned by [state the name of the present real property owner exactly as shown on the real estate document conveying title in the Subdivision to the present owner:] WEINGARTEN REALTY INVESTORS ("Owner").

The Subdivider has submitted and the City has approved a preliminary plat or Site Development Plan identified as WYOMING MALL describing Subdivider's Property.

As a result of the development of the Subdivision, the Subdivision Ordinance ("S.O.") and/or the Zoning Code, Section 14-16-3-11, require the Subdivider, at no cost to the City, to install certain public and/or private Improvements, which are reasonably related to the development of the Subdivision, or to financially guarantee the construction of the public and/or private Improvements as a prerequisite to approval of the final plat of, or the Site Development Plan for the Subdivision.

2. **Improvements and Construction Deadline.** The Subdivider agrees to install and complete the public and/or private improvements described in Exhibit A, the required infrastructure listing ("Improvements"), to the satisfaction of the City, on or before the 9th day of NOVEMBER, 2007 ("Construction Completion Deadline"), at no cost to the City. The improvements are shown in greater detail on the Subdivider's proposed and approved plans, which have been filed with the City Engineer and are identified as Project No. 7726.81.

Note: To compute the Construction Completion Deadline: If a final plat will be filed after Subdivider meets the requirements of this Agreement, the Construction Completion Deadline can be no later than two years after execution of this Agreement. (See Subdivision Ordinance Section 14-14-3.) 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 Development Review Board (DRB), unless the DRB grants an extension, not to exceed one additional year per extension, and the Subdivider processes an amendment to the Agreement. (See Subdivision Ordinance Section 14-14-3.) If this Agreement, with any amendments does not utilize the maximum time allowed for completion of construction, the Subdivider may obtain an extension of the Construction Completion Deadline if Subdivider shows adequate reason for



the extension.

Work Order Requirements. The City agrees to issue a Work Order after:

A. The Subdivider causes to be submitted all documents, and meets all requirements listed in Development Process Manual, Volume 1, Chapter 5, Work Order Process, and figure 1, including submitting a Certificate of Insurance in a form acceptable to the City. The certificate must establish that the Subdivider has procured or has caused to be procured public liability insurance in the amount of not less than One Million Dollars (\$1,000,000) combined single limit for accidents or occurrences which cause bodily injury, death or property damage as a result of any condition of the Subdivision, the Improvements or the Subdivider's construction activities within, or related to the Subdivision. The insurance policy must name the City of Albuquerque, its employees and elected officials, as their interest may appear, as additional insured's. The Subdivider must maintain the insurance until the City accepts the public Improvements and/or approves the private Improvements. The cancellation provision must provide that, if the policy is either canceled prior to the expiration date of the policy or is materially changed or not renewed, the issuing company will mail 30 days written notice to the City, attention City Engineer.

B. The Subdivider 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:

<u>Type of Fee</u>	<u>Amount</u>
<u>Engineering Fee</u>	<u>3.25% of Actual Construction Cost</u>
<u>Excavation & Sidewalk Fees</u>	<u>As required per City-approved estimate</u>
<u>Street Restoration Fees</u>	<u>As required per City-approved estimate (Fig. 7)</u>

(Note: The Subdivider must pay the City all City fees which have been incurred during construction before the City will accept the Public Improvements.)

4. 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 Public Improvements shall be performed by PRECISION SURVEYS, and construction surveying of the Private Improvements shall be performed by PRECISION SURVEYS. If the construction surveying is performed by an entity other than the City, the City may monitor the construction surveying and the Subdivider 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. The Subdivider shall pay the City a reasonable fee for any construction surveying performed by the City.

B. Construction Inspection methods. Inspection of the construction of the Public Improvements shall be performed by TIERRA WEST LLC, and inspection of the Private Improvements shall be performed by TIERRA WEST LLC, both New Mexico Registered Professional Engineers. If the inspection is performed by an entity other than the City, the City may monitor the inspection and the Subdivider shall ensure that the inspecting entity provides all inspection results, reports and related data to the City, which the City requires for review. The City retains the right to perform its own general overall inspection of the construction project at any time prior to final acceptance of the Improvements, if deemed necessary or advisable by the City engineer. The Subdivider shall pay the City a reasonable fee for the level of inspection



performed by the City.

C. Field Testing. Field-testing of the construction of the Public Improvements shall be performed by TERRACON, and field testing of the Private Improvements shall be performed by TERRACON, both certified testing laboratories under the supervision of a New Mexico Registered Professional Engineer, in accordance with the current City of Albuquerque Standard Specifications for the Public Works Construction. If any field-testing is performed by an entity other than the City, the City may monitor the field testing and the Subdivider 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. The Subdivider shall pay the City a reasonable fee for any field-testing performed by the City.

D. Additional Testing. The City retains the right to perform all additional testing which the City Engineer deems is necessary or advisable and the Subdivider shall pay the City a reasonable fee therefore.

5. Financial Guaranty. If final plat approval is not requested prior to construction of the Subdivision, a financial guaranty is not required. If final plat approval is requested, the Subdivider 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 Subdivision Ordinance requirements, the Subdivider has acquired or is able to acquire the following "Financial Guarantee:"

Type of Financial Guaranty: SUBDIVISION BOND # 104622907

Amount: \$ 487,402.90

Name of Financial Institution or Surety providing Guaranty:

Travelers Casualty & Surety Company of America

Date City first able to call Guaranty: NOVEMBER 9, 2007

[Construction Completion Deadline]: NOVEMBER 9, 2007

If Guarantee other than a Bond, last day City able to call on Guaranty is:

JANUARY 9, 2008

Additional information: INFRASTRUCTURE

6. Notice of Start of Construction. Before construction begins, the Subdivider shall deliver an acceptable Notice to Proceed to the City and shall arrange or a preconstruction conference and all required inspections.

7. Completion, Acceptance and Termination. When the City receives Subdivider's final acceptance package, the City shall review it for completeness and accuracy. (See DPM Volume 1, Chapter 5, Work Order Process, Step 9.) 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 Subdivider's obligations to the City pursuant to this Agreement shall terminate, with the exception of the bond or other guarantee which the Subdivider has provided to assure the materials and workmanship, as required by the Subdivision Ordinance. After the City approves the final acceptance package, the City will promptly release this Agreement and the Financial Guaranty.



8. 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 Subdivider 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 of the Subdivision.

9. Reduction of Financial Guaranty Upon Partial Completion. The subdivider 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 Subdivider must follow the procedures and meet the requirements detailed in the Development Process Manual, Volume 1, Chapter 5.

B. Non-Loan Reserve Financial Guaranty. If a Financial Guaranty other than a loan reserve letter has been provided, the completed Improvements must be freestanding, 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 subdivider 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 Subdivision Ordinance.
- (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.

10. Indemnification. Until the Improvements are accepted by the City, the Subdivider shall be solely responsible for maintaining the premises upon which the Improvements are being constructed in a safe condition. The Subdivider agrees to defend, indemnify and hold harmless the City and 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 Subdivider, its agents, representatives, contractors or subcontractors or arising from the failure of the Subdivider, its agents, representatives, contractors or subcontractors to perform any act or duty required of the Subdivider herein; provided, however, to the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to this Agreement, this Agreement to indemnify will not extend to liability, claims, damages, losses or expenses, including attorney fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the indemnitee, or the agents or employees of the indemnitee; or (2) the giving of or the failure to give directions or instructions by the indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property. 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.

11. Assignment. This Agreement shall not be assigned without the prior written consent of the City and the Subdivider 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.

12. Release. If the Subdivision or any part thereof is sold, conveyed or assigned, the City will not release the Subdivider from its obligations under this Agreement and will continue to hold the Subdivider responsible for all Improvements until a successor in interest to the Subdivider has posted a suitable financial guaranty and entered into a Subdivision Improvements Agreement with the City. Thereafter, when the Subdivider'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.

13. Payment for Incomplete Improvements. If the Subdivider 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 Subdivider 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 Subdivider'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 Subdivider 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 the Financial Guaranty.

14. Binding on Subdivider's Property. The provisions of this Agreement constitute covenants running with Subdivider's Property for the benefit of the City and its successors and assigns until terminated, and are binding on the Subdivider and the Owner and their heirs, successors and assigns.

15. Notice. For purposes of giving formal written notice, including notice of change of address, the Subdivider'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 days after the notice is mailed if there is no actual evidence of receipt.

16. 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.

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

18. 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.

19. 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.

20. Form not Changed. Subdivider agrees that changes to this form are not binding



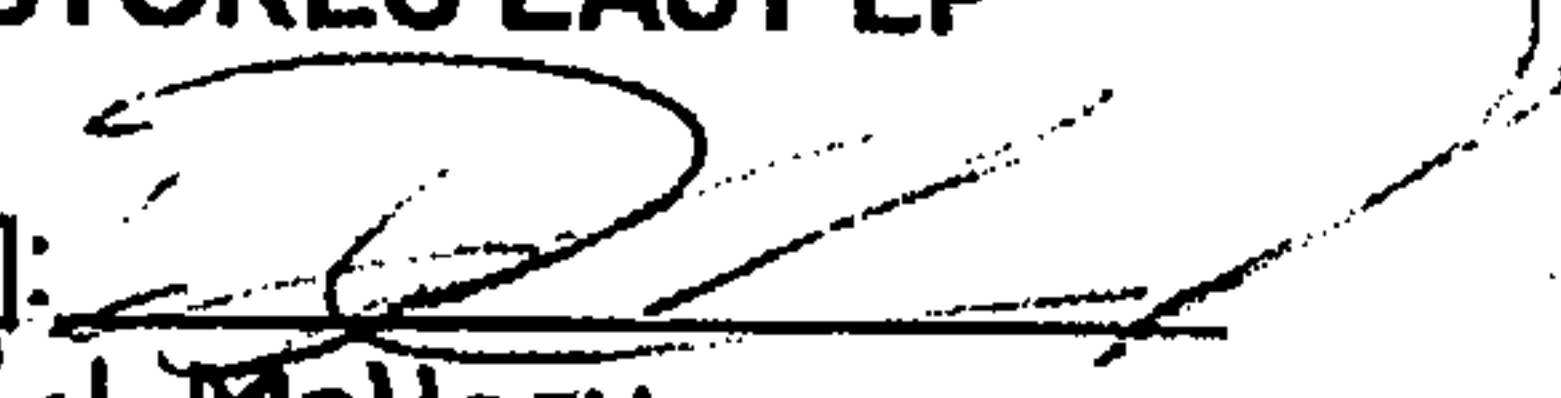
unless initialed by the Subdivider and signed by the City's Legal Department on this form.

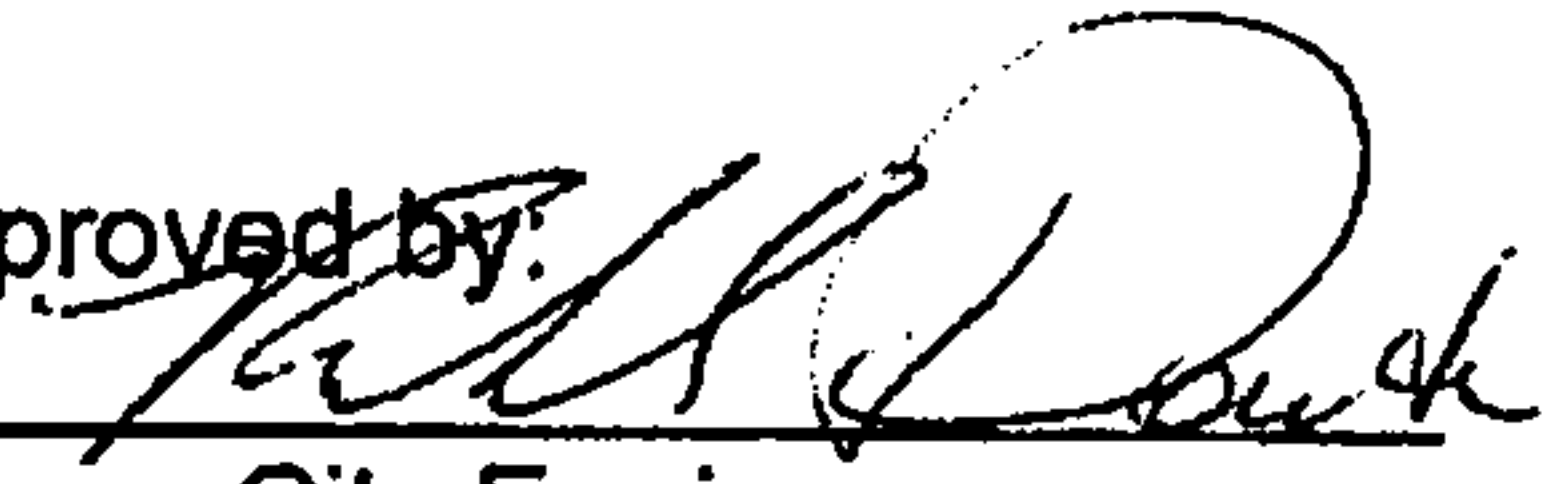
21. Authority to Execute. If the Subdivider signing below is not the Owner of the Subdivision, the Owner must execute the Power of Attorney below.

Executed on the date stated in the first paragraph of this Agreement.

SUBDIVIDER:
WAL-MART STORES EAST LP

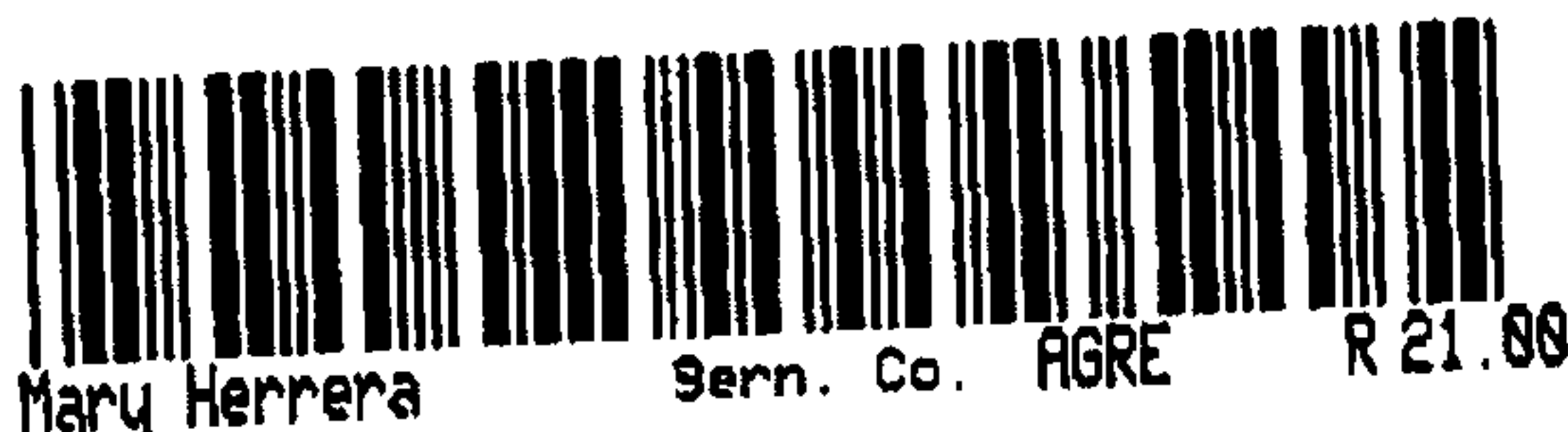
CITY OF ALBUQUERQUE

By [Signature]: 
Name: Daniel Mallory
Title: Assistant Vice President
Dated: December 14, 2005

Approved by: 
City Engineer
Dated: 3-14-06

vg 3/13/06

*JL
2-16-06*



2006038514
6426975
Page: 6 of 7
03/20/2006 10:17A
Bk-A113 Pg-8384

SUBDIVIDER'S NOTARY

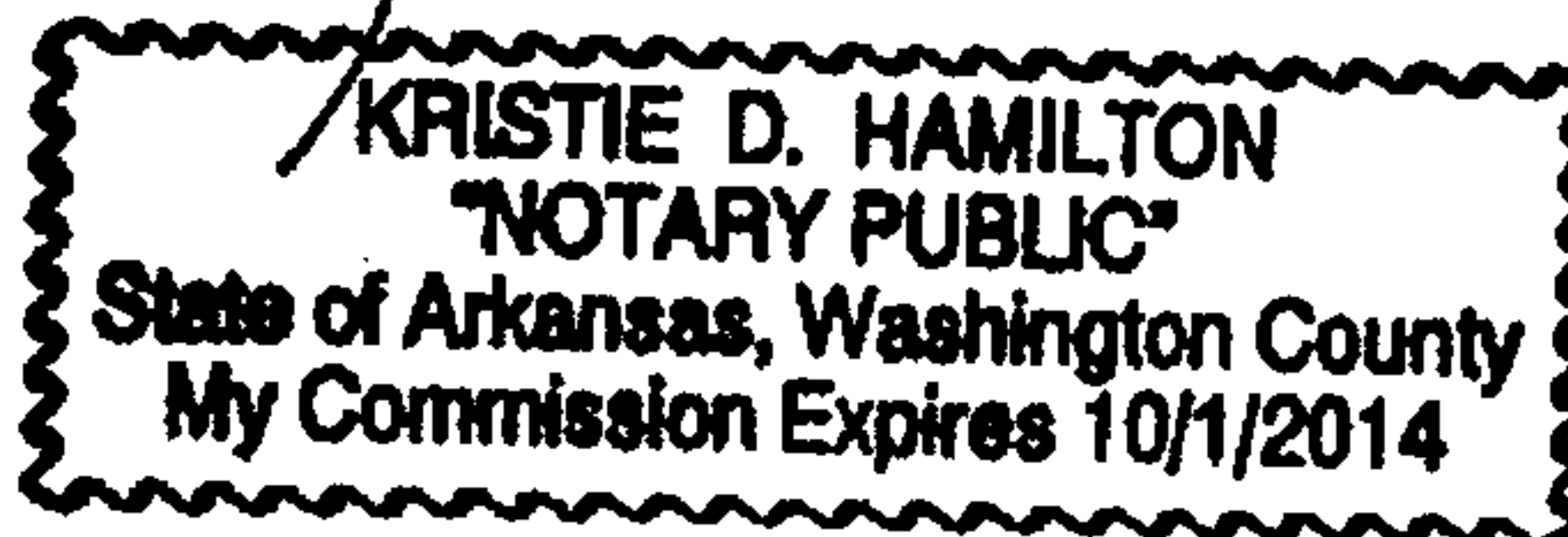
STATE OF Arkansas)
COUNTY OF Washington) ss.

This instrument was acknowledged before me on 14th day of December, 2005
by [name(s) of person(s):] David Mallory, [title or capacity, for instance, "President" or
"Owner":] Assistant Vice President of [Subdivider:] WAL-MART STORES EAST LP.

Kristie Hamilton
Notary Public

My Commission Expires:

October 1, 2014



CITY'S NOTARY

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) ss.

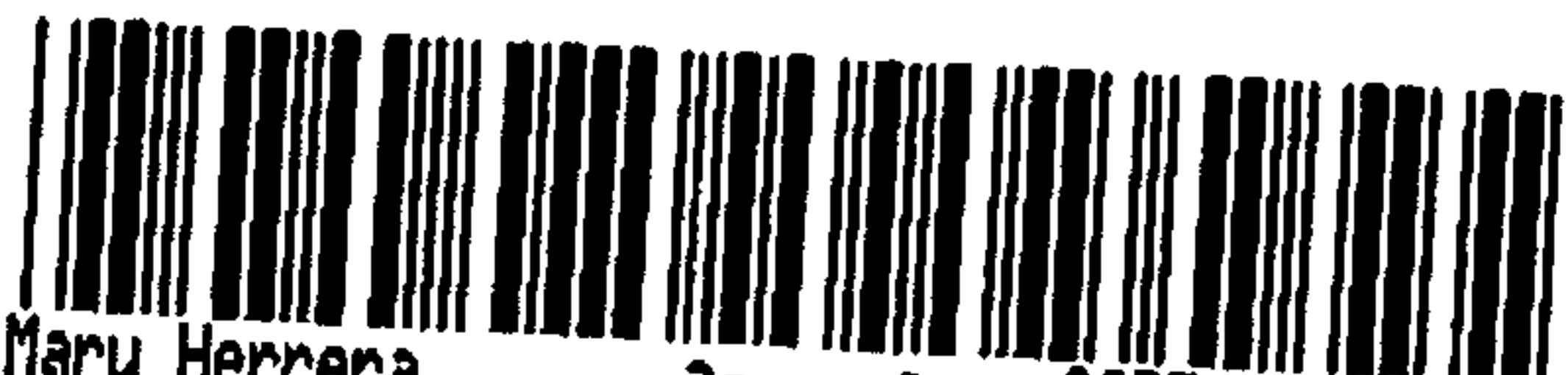
This instrument was acknowledged before me on 14th day of March, 2006 by
Richard Bourke, City Engineer, of the City of Albuquerque, a municipal corporation, on
behalf of said corporation.

Gloria D. Saavedra
Notary Public

My Commission Expires:

11-25-2007

EXHIBIT A AND POWER OF ATTORNEY ATTACHED



2006038514
6426075
Page: 7 of 7
03/20/2006 10:17A
Bk-A113 Pg-8384

FIGURE 16

CIRCLE ONE:
SUBDIVISION BOND FOR:
SIA, SW'S, SPCL.AGRMT.

BOND NO.(SURETYS NO.): 104622907 TR#6569
CONTACT PERSON'S NAME: Adele Holmes

SUBDIVISION IMPROVEMENTS BOND

KNOW ALL MEN BY THESE PRESENTS: That we, WAL-MART STORES EAST LP dba Store #5491 ("SUBDIVIDER") a [state type of business entity, for instance, "New Mexico corporation," "general partnership", "joint venture", "individual", etc.:] A DELAWARE CORPORATION as "Principal", and Travelers Casualty & Surety Company of America ("NAME OF SURETY"), 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," whose address* _____ and whose telephone number is * _____, are held and firmly bound unto the CITY OF ALBUQUERQUE in the penal sum of Four Hundred Eighty-seven Thousand Four Hundred Two Dollars AND 90/100 (WRITTEN AMOUNT) Dollars, \$ 487,402.90 (AMOUNT OF FIGURES), 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.

* 499 Thornall Street, Edison, NJ 08837 917-320-4421

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 Wal-Mart, (Albuquerque East Central), Menaul & Wyoming, Store #5491-00 ("NAME OF SUBDIVISION") and 7726.81 (CITY PROJECT NO.); and

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

WHEREAS, the Subdivision Ordinance also requires the Principal to install and construct the following improvements at the Subdivision: [list the improvements, e.g., water, sewer, pavement, sidewalks:] Paving/Water Service Connection ("IMPROVEMENTS")

All construction shall be performed in accordance with the Agreement to Construct Public and/or Private Subdivision Improvements Agreement entered into between WAL-MART STORES EAST LP dba Store #5491 ("NAME OF SUBDIVIDER") and the CITY OF ALBUQUERQUE, as recorded in the office of the Clerk of Bernalillo County, New Mexico, in Book Misc. (leave blank)____, pages ___ through ___, as amended by change orders or amendments to the Agreement.

NOW, THEREFORE, if the Principal completes construction of the Improvements and facilitates and performs the work herein above specified to be performed, all on or before [Construction Completion Deadline established in Agreement or as amended;] November 9, 20 07 ("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 this 9th day of December, 2005.

SUBDIVIDER: Wal-Mart Stores East, LP Store #5491

By [signature: *[Signature]*
Name: Daniel Mallory
Title: Real Estate Assistant Vice President
Dated: December 9, 2005

SURETY: Travelers Casualty & Surety Company of America

By [signature: *[Signature]*
Name: Hazel L. Prosser
Title: Attorney-in-Fact
Dated: December 9, 2005

STATE OF Arkansas)
) ss.
COUNTY OF Washington)

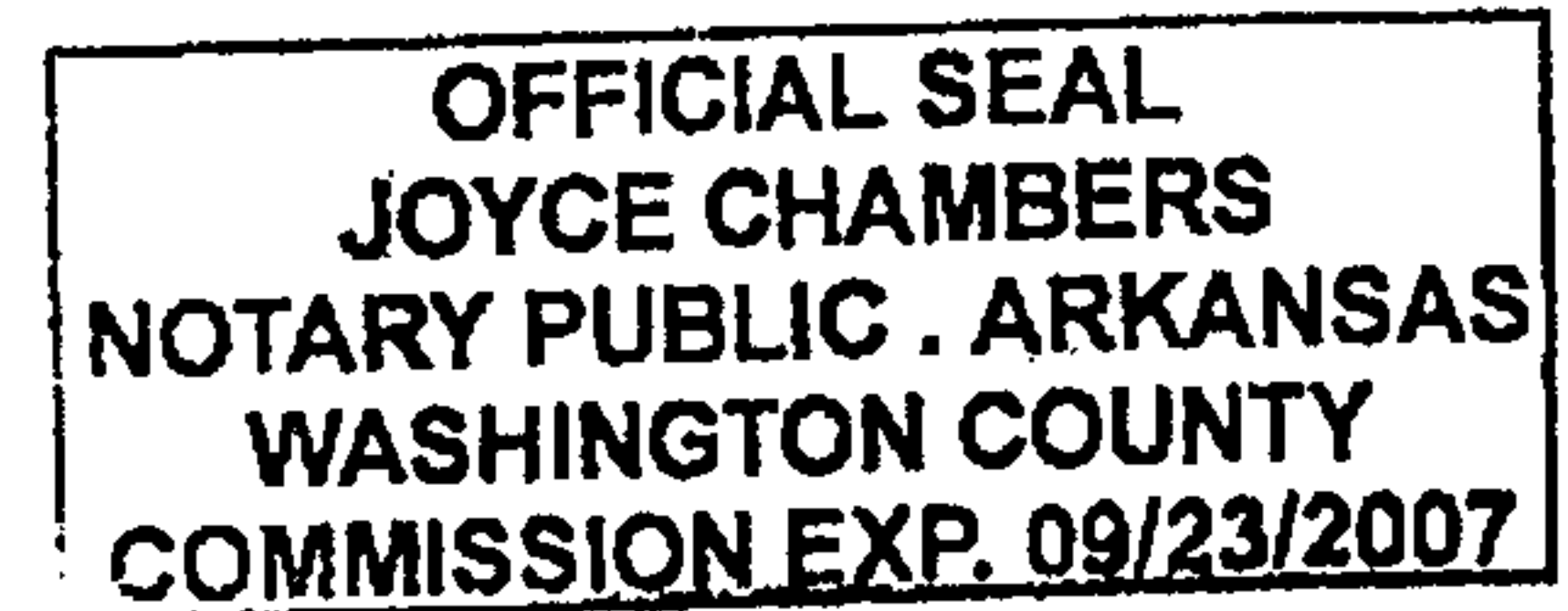
Subscribed and sworn to before me this 9th day of December, 2005.

[Signature]
Notary Public

My Commission Expires:

September 23, 2007

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



TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: **Hazel L. Prosser, of Bentonville, Arkansas**, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY have caused this instrument to be signed by their Senior Vice President and their corporate seals to be hereto affixed this 21st day of June, 2004.

STATE OF CONNECTICUT

)SS. Hartford

COUNTY OF HARTFORD

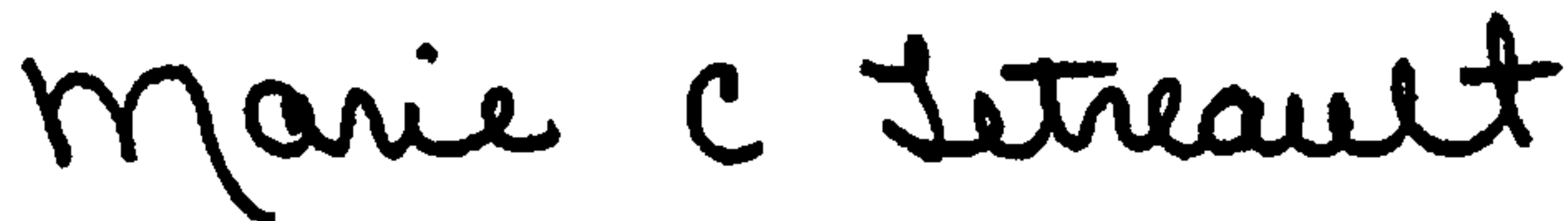
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY



By 
George W. Thompson
Senior Vice President

On this 21st day of June, 2004 before me personally came GEORGE W. THOMPSON to me known, who, being by me duly sworn, did depose and say: that he/she is Senior Vice President of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, the corporations described in and which executed the above instrument; that he/she knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; and that he/she executed the said instrument on behalf of the corporations by authority of his/her office under the Standing Resolutions thereof.

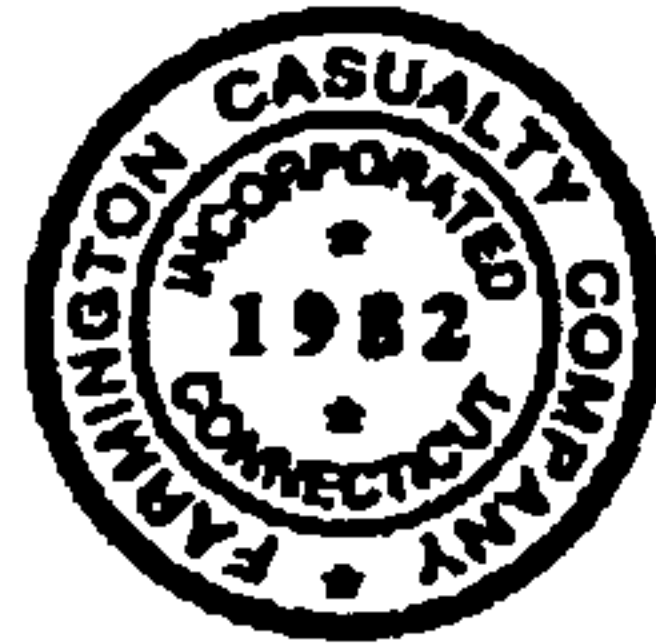




My commission expires June 30, 2006 Notary Public
Marie C. Tetreault

CERTIFICATE

I, the undersigned, Senior Vice President of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, stock corporations of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Boards of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this 9th day of December, 2005



By 
Peter Schwartz
Senior Vice President



IMPORTANT DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

On November 26, 2002, President Bush signed into law the Terrorism Risk Insurance Act of 2002 (the "Act"). The Act establishes a short-term program under which the Federal Government will share in the payment of covered losses caused by certain acts of international terrorism. We are providing you with this notice to inform you of the key features of the Act, and to let you know what effect, if any, the Act will have on your premium.

Under the Act, insurers are required to provide coverage for certain losses caused by international acts of terrorism as defined in the Act. The Act further provides that the Federal Government will pay a share of such losses. Specifically, the Federal Government will pay 90% of the amount of covered losses caused by certain acts of terrorism which is in excess of an insurer's statutorily established deductible for that year. The Act also caps the amount of terrorism-related losses for which the Federal Government or an insurer can be responsible at \$100,000,000.00, provided that the insurer has met its deductible.

Please note that passage of the Act does not result in any change in coverage under the attached policy or bond (or the policy or bond being quoted). Please also note that no separate additional premium charge has been made for the terrorism coverage required by the Act. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium, and is no more than one percent of your premium.

15
in A
Keli 9/27/06

Keli Sierra West
22092
SIA

FIGURE 12

**SUBDIVISION IMPROVEMENTS
AGREEMENT-PUBLIC AND/OR PRIVATE
(Procedure B Modified Non-Work Order)**

**AGREEMENT TO CONSTRUCT
PUBLIC AND/OR PRIVATE SUBDIVISION IMPROVEMENTS**

THIS AGREEMENT is made this 14th day of March, 2006, by and between the City of Albuquerque, New Mexico ("City"), a municipal corporation, whose address is PO Box 1293 (One Civic Plaza), Albuquerque, New Mexico 87103, and **WAL-MART STORES EAST, LP** ("Subdivider"), a [state the type of business entity, for instance, "New Mexico corporation," "general partnership," "joint venture," "individual," etc.:] **A DELAWARE CORPORATION**, whose address is **2001 SE 10TH STREET, BENTONVILLE AR 72716-0550** and whose telephone number is **479.204.0425**, is made in Albuquerque, New Mexico, and is entered into as of the date of final execution of this Agreement.

1. **Recital.** The Subdivider is developing certain lands within the City of Albuquerque, Bernalillo County, New Mexico, known as [describe:] **Parcels One, Four, & Five of the Wyoming Mall, Portion of Block "A" Snow Heights Addition**, recorded on **MARCH 4, 1987** in the records of the Bernalillo County Clerk at Book **C33**, Folio **16** (the "Subdivision"). The Subdivider certifies that the Subdivision is owned by [state the name of the present real property owner exactly as shown on the real estate document conveying title in the Subdivision to the present owner.] **WEINGARTEN REALTY INVESTORS** ("Owner").

The Subdivider has submitted and the City has approved a preliminary plat or Site Development Plan identified as **WYOMING MALL** describing Subdivider's Property.

As a result of the development of the Subdivision, the Subdivision Ordinance ("S.O.") and/or the Zoning Code, Section 14-16-3-11, require the Subdivider, at no cost to the City, to install certain public and/or private Improvements, which are reasonably related to the development of the Subdivision, or to financially guarantee the construction of the public and/or private improvements as a prerequisite to approval of the final plat of, or the Site Development Plan for the Subdivision.

2. **Improvements and Construction Deadline.** The Subdivider agrees to install and complete the public and/or private improvements described in Exhibit A, the required infrastructure listing ("Improvements"), to the satisfaction of the City, on or before the **9TH** day of **NOVEMBER**, 2007 ("Construction Completion Deadline"), at no cost to the City.

Note: To compute the Construction Completion Deadline: The Construction Completion Deadline can be no later than two years after execution of this Agreement. (See Subdivision Ordinance Section 14-14-3.) If this Agreement, with any amendments does not utilize the maximum time allowed for completion of construction, the Subdivider may obtain an extension of the Construction Completion Deadline if Subdivider shows adequate reason for the extension.

3. **Financial Guaranty.** the Subdivider 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 Subdivision Ordinance requirements, the Subdivider has acquired or is able to acquire the following AFinancial Guarantee:

Type of Financial Guaranty: SUBDIVISION BOND # 104622908
Amount: \$ 63,761.77
Name of Financial Institution or Surety providing Guaranty:
TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
Date City first able to call Guaranty: NOVEMBER 9, 2007
[Construction Completion Deadline]: NOVEMBER 9, 2007
If Guarantee other than a Bond, last day City able to call on Guaranty is:
JANUARY 9, 2008
Additional information: CUT-THROUGH TRAFFIC STUDY

4. Completion, Acceptance and Termination. Upon completion of the required infrastructure, the Subdivider shall notify the City Engineer and the Design Review Section of Public works Department. After the City Engineer approves the construction, the City will promptly release this Agreement and the Financial Guaranty.

5. 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 defend, indemnify and hold harmless the City and 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 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; provided, however, to the extent, if at all, Section 56-7-1 NMSA 1978 is applicable to this Agreement, this Agreement to indemnify will not extend to liability, claims, damages, losses or expenses, including attorney fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the indemnitee, or the agents or employees of the indemnitee; or (2) the giving of or the failure to give directions or instructions by the indemnitee, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property. 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.

6. Assignment. This Agreement shall not be assigned without the prior written consent of the City and the Subdivider 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.

7. Release. If the Subdivision or any part thereof is sold, conveyed or assigned, the City will not release the Subdivider from its obligations under this Agreement and will continue to hold the Subdivider responsible for all Improvements until a successor in interest to the Subdivider has entered into a Subdivision Improvements Agreement with the City. Thereafter, if the Subdivider'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.



2006038513
6426074
Page: 2 of 4
03/20/2006 10:17A
Bk-A113 Pg-8383

8. Payment for Incomplete Improvements. If the Subdivider 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 Subdivider 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 Subdivider'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 Subdivider 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.

9. Binding on Subdivider's Property. The provisions of this Agreement constitute covenants running with Subdivider's Property for the benefit of the City and its successors and assigns until terminated, and are binding on the Subdivider and the Owner and their heirs, successors and assigns.

10. Notice. For purposes of giving formal written notice, including notice of change of address, the Subdivider'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 days after the notice is mailed if there is no actual evidence of receipt.

11. 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.

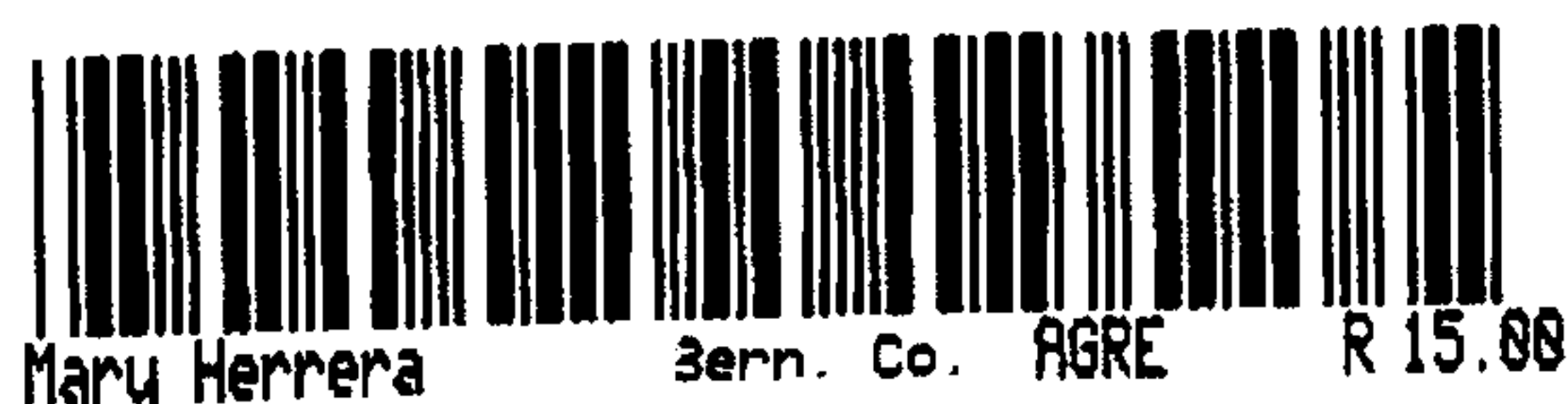
12. Changes to Agreement. Changes to this Agreement are not binding unless made in writing, signed by both parties.

13. 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.

14. 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.

15. Form not Changed. Subdivider agrees that changes to this form are not binding unless initialed by the subdivider and signed by the City's Legal Department on this form.

16. Authority to Execute. If the Subdivider signing below is not the Owner of the Subdivision, the Owner must execute the Power of Attorney below.



2006038513
6426074
Page: 3 of 4
03/20/2006 10:17A
Bk-A113 Pg-8383

Executed on the date stated in the first paragraph of this Agreement.

SUBDIVIDER:
~~WAL-MART STORES EAST LP~~
By [Signature]: [Signature]
Name: Daniel Mallory
Title: Assistant Vice President
Dated: December 14, 2005

CITY OF ALBUQUERQUE
[Signature]
City Engineer
Dated: 3-14-06

vjc 3/13/06

2-16-06

SUBDIVIDER'S NOTARY

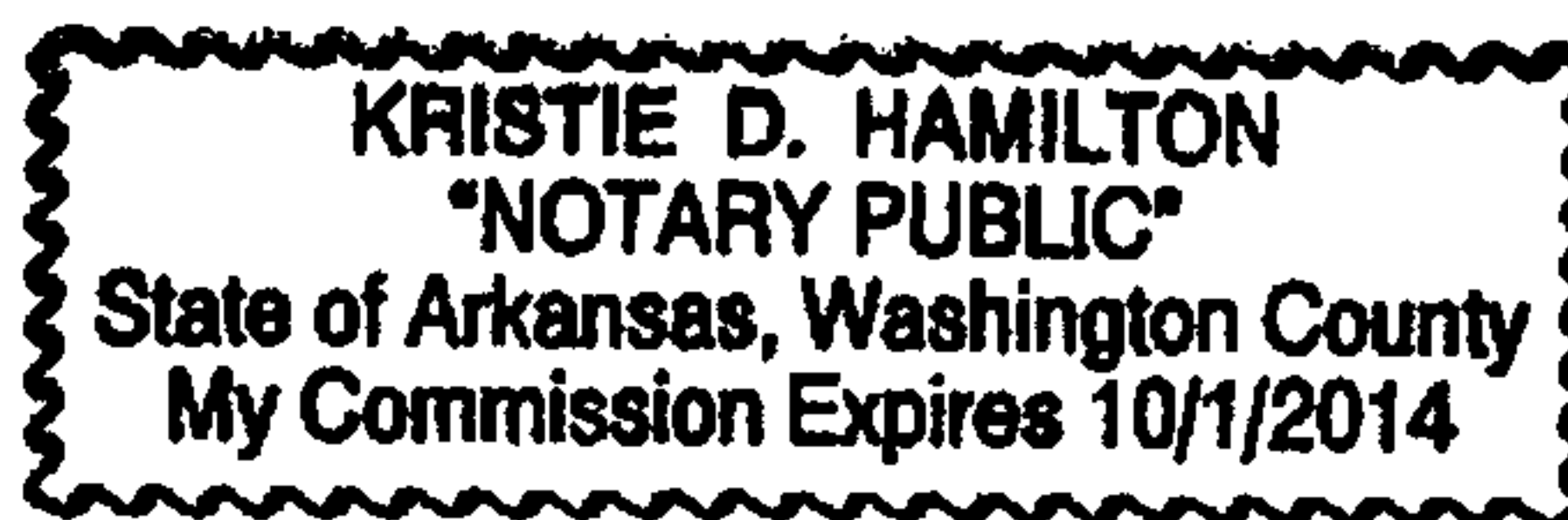
STATE OF Arkansas)
) ss.
COUNTY OF Washington)

This instrument was acknowledged before me on 14th day of December, 2005 by [name of person:] Daniel Mallory, [title or capacity, for instance, "President" or "Owner":] Assistant Vice President of [Subdivider:] WAL-MART STORES EAST LP.

[Signature]
Notary Public

My Commission Expires:

October 1, 2014



CITY'S NOTARY

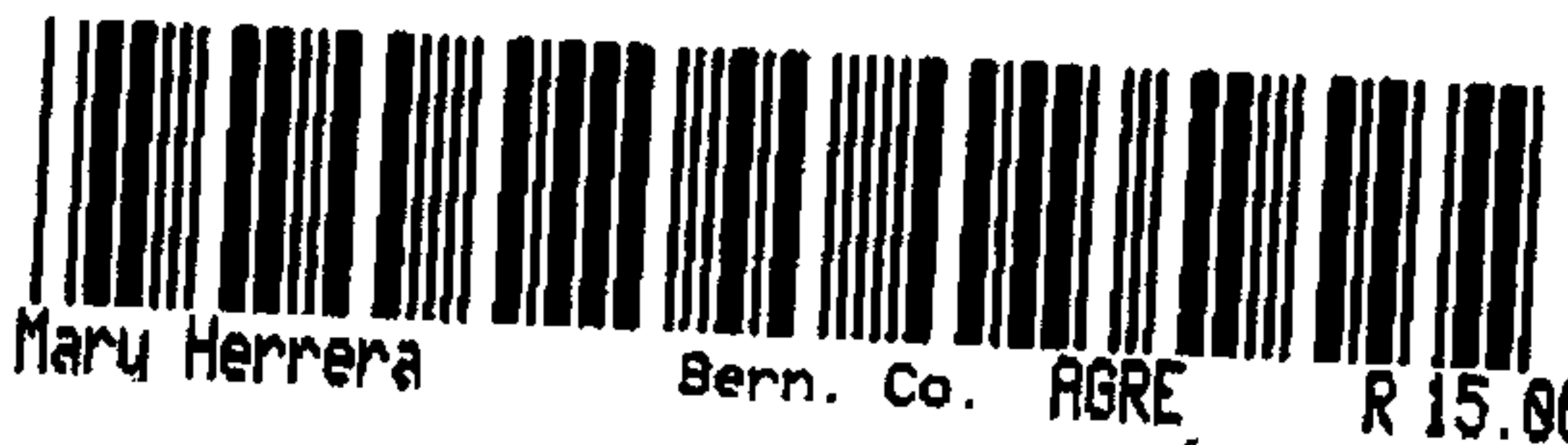
STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

Richard Nowitz City Engineer, Planning
This instrument was acknowledged before me on 14th day of March, 2006 by Richard Nowitz, Director, Public Works Department, of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

[Signature]
Notary Public

My Commission Expires:

11-25-2007



2006038513
6426074
Page: 4 of 4
03/20/2006 10:17A
Bk-R113 Pg-8383

FIGURE 16

CIRCLE ONE:
SUBDIVISION BOND FOR:
SIA, SW'S, SPCL.AGRMT.

BOND NO.(SURETYS NO.): 104622908 TR #6570
CONTACT PERSON'S NAME: Adele Holmes

SUBDIVISION IMPROVEMENTS BOND

KNOW ALL MEN BY THESE PRESENTS: That we, WAL-MART STORES EAST LP dba Store # 5491 ("SUBDIVIDER") a [state type of business entity, for instance, "New Mexico corporation," "general partnership", "joint venture", "individual", etc.]: A DELAWARE CORPORATION as "Principal", and Travelers Casualty & Surety Company of America ("NAME OF SURETY"), 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," whose address 499 Thornall Street Edison, NJ 08837 and whose telephone number is * , are held and firmly bound unto the CITY OF ALBUQUERQUE in the penal sum of Sixty-three Thousand Seven Hundred Sixty-one Dollars AND 77/100 (WRITTEN AMOUNT) Dollars, \$ 63,761.77 (AMOUNT OF FIGURES), 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. *917-320-4421

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 Wal-Mart, (Albuquerque East Central), Menaul & Wyoming, Store #5491-00 ("NAME OF SUBDIVISION") and 7726.81 (CITY PROJECT NO.); and

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

WHEREAS, the Subdivision Ordinance also requires the Principal to install and construct the following improvements at the Subdivision: [list the improvements, e.g., water, sewer, pavement, sidewalks:] Cut-through Traffic Study ("IMPROVEMENTS")

All construction shall be performed in accordance with the Agreement to Construct Public and/or Private Subdivision Improvements Agreement entered into between WAL-MART STORES EAST LP dba Store #5491 ("NAME OF SUBDIVIDER") and the CITY OF ALBUQUERQUE, as recorded in the office of the Clerk of Bernalillo County, New Mexico, in Book Misc. (leave blank) , pages through , as amended by change orders or amendments to the Agreement.

NOW, THEREFORE, if the Principal completes construction of the Improvements and facilitates and performs the work herein above specified to be performed, all on or before [Construction Completion Deadline established in Agreement or as amended;] November 9, 20 07 ("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 this 9th day of December, 2005.

SUBDIVIDER: ~~Wal-Mart Stores East, LP dba Store #5491~~

By [signature: *[Handwritten Signature]*
Name: Daniel Mallory
Title: Real Estate Assistant Vice President
Dated: December 9, 2005

SURETY: Travelers Casualty & Surety Company of America

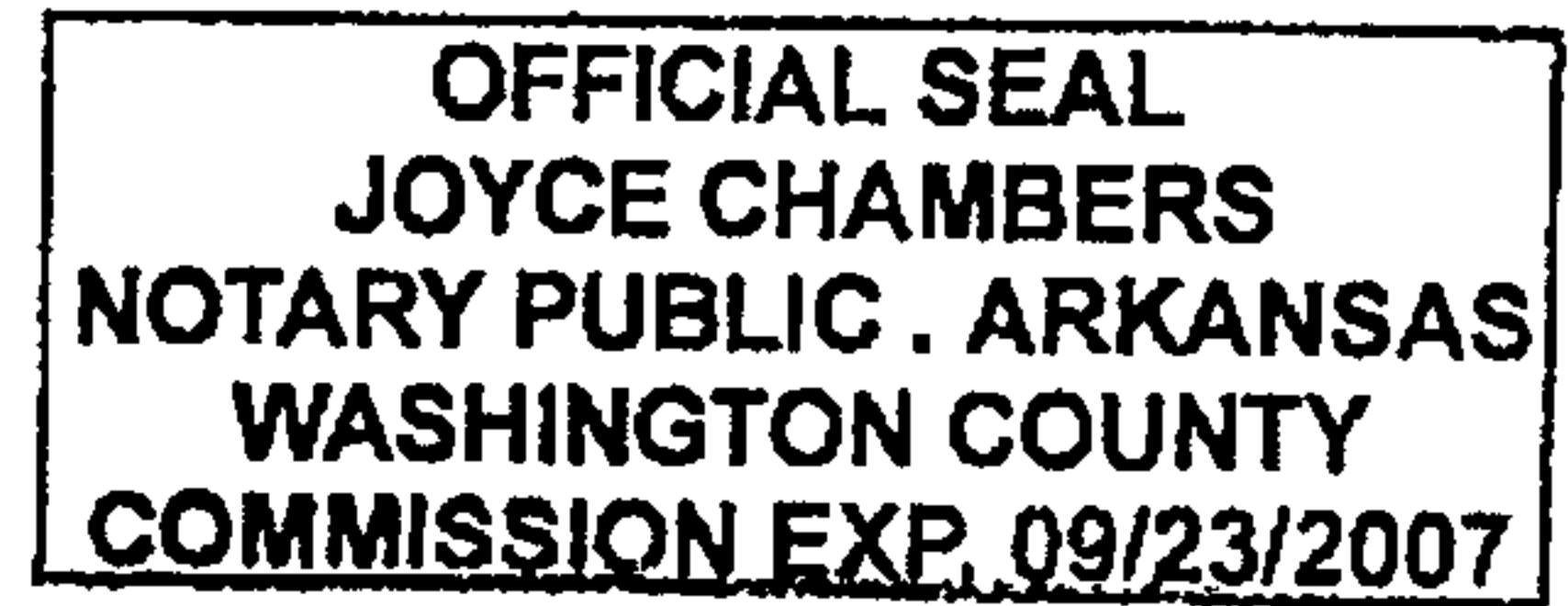
By [signature: *Hazel L. Prosser*
Name: Hazel L. Prosser
Title: Attorney-in-Fact
Dated: December 9, 2005

STATE OF Arkansas)
) ss.
COUNTY OF Washington)

Subscribed and sworn to before me this 9th day of December, 2005.

Joyce Chambers
Notary Public

My Commission Expires:
September 23, 2007



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

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062**

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: Hazel L. Prosser, of Bentonville, Arkansas, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY have caused this instrument to be signed by their Senior Vice President and their corporate seals to be hereto affixed this 21st day of June, 2004.

STATE OF CONNECTICUT

)SS. Hartford

COUNTY OF HARTFORD

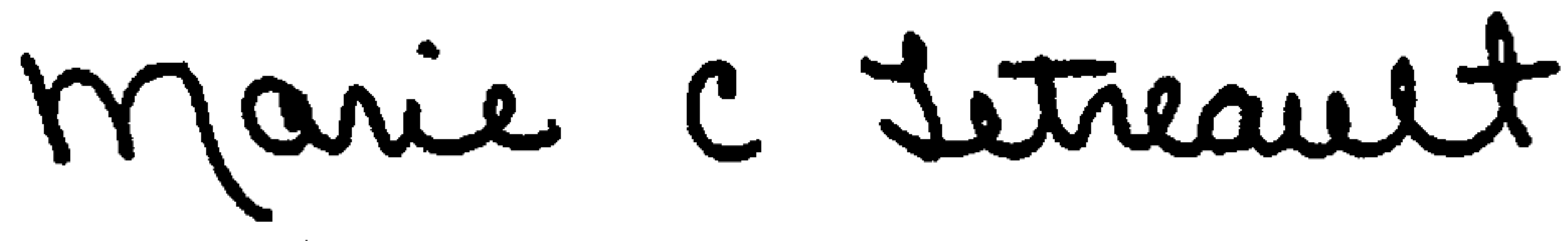
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY



By 
George W. Thompson
Senior Vice President

On this 21st day of June, 2004 before me personally came GEORGE W. THOMPSON to me known, who, being by me duly sworn, did depose and say: that he/she is Senior Vice President of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, the corporations described in and which executed the above instrument; that he/she knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; and that he/she executed the said instrument on behalf of the corporations by authority of his/her office under the Standing Resolutions thereof.

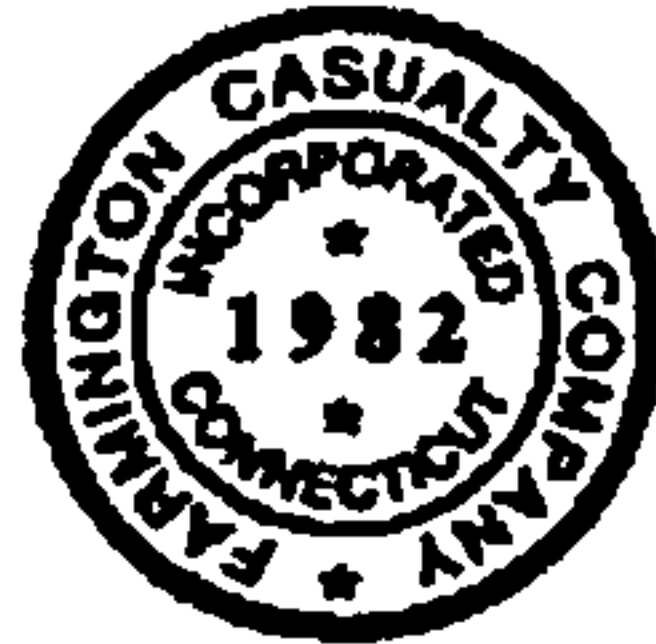




My commission expires June 30, 2006 Notary Public
Marie C. Tetreault

CERTIFICATE

I, the undersigned, Senior Vice President of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, stock corporations of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Boards of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this 9th day of December, 2005



By 
Peter Schwartz
Senior Vice President



IMPORTANT DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

On November 26, 2002, President Bush signed into law the Terrorism Risk Insurance Act of 2002 (the "Act"). The Act establishes a short-term program under which the Federal Government will share in the payment of covered losses caused by certain acts of international terrorism. We are providing you with this notice to inform you of the key features of the Act, and to let you know what effect, if any, the Act will have on your premium.

Under the Act, insurers are required to provide coverage for certain losses caused by international acts of terrorism as defined in the Act. The Act further provides that the Federal Government will pay a share of such losses. Specifically, the Federal Government will pay 90% of the amount of covered losses caused by certain acts of terrorism which is in excess of an insurer's statutorily established deductible for that year. The Act also caps the amount of terrorism-related losses for which the Federal Government or an insurer can be responsible at \$100,000,000,000.00, provided that the insurer has met its deductible.

Please note that passage of the Act does not result in any change in coverage under the attached policy or bond (or the policy or bond being quoted). Please also note that no separate additional premium charge has been made for the terrorism coverage required by the Act. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium, and is no more than one percent of your premium.

1700

FIGURE 18

2nd EXTENSION AGREEMENT
Procedure "B"
PROJECT NO. 772681

This Agreement made this 19th day of January, 2010, by and between the City of Albuquerque, New Mexico, a municipal corporation ("City") and (name of developer/subdivider:) Wal-Mart Stores East LP ("Subdivider"), whose address is 2001 SE 10th Street, Bentonville, AR 72716-0550 and whose telephone number is 479-204-0425 is made in Albuquerque, New Mexico and is entered into as of the date of final execution of this Agreement.

WHEREAS, the City and the Subdivider entered into an Agreement on the 14th day of March 2006, which was recorded in the office of the Clerk of Bernalillo County, New Mexico on March 20, 2006, at Book Misc. A 113, pages 8384 through -----, ("Earlier Agreement"), by which the Subdivider agreed to complete the construction of certain infrastructure improvements on or before the 9th day of November 2007; and

WHEREAS, the Earlier Agreement was amended by a First Extension Agreement dated December 10, 2007 recorded December 11, 2007, Document Number 2007166918, records of Bernalillo County, New Mexico, extending the construction deadline to November 9, 2009; and

WHEREAS, the Earlier Agreement was amended by an Amendment to Agreement dated June 12, 2008 recorded June 13, 2008, Document Number 2008067371, records of Bernalillo County, New Mexico, amending Exhibit A of the Original Agreement; and

WHEREAS, the Earlier Agreement was amended by a Second Amendment to Agreement dated October 24, 2008 recorded October 28, 2008, Document Number 2008117104, records of Bernalillo County, New Mexico, amending Exhibit A of the Original Agreement; and

WHEREAS, it appears that the Subdivider will be unable to complete construction of the improvements by the deadline specified in the Agreement; and

WHEREAS, the City is willing to grant Subdivider an extension of time in which to complete construction of all or part of the improvements, provided the Subdivider posts an acceptable financial guaranty, as required by the City's Subdivision Ordinance and the Development Process Manual; and

WHEREAS, the Subdivider is able to provide the required financial guaranty;

NOW THEREFORE in consideration of the above and the mutual promises contained herein, the parties agree:

1. The required completion date for construction of the improvements, as set forth in the

Doc# 2010005645

01/21/2010 03:43 PM Page: 1 of 5
AGRE R: \$17.00 M. Toulouse Oliver, Bernalillo County



attached Exhibit A, is extended (Complete either A or B:)

A. For all improvements, the 9th day of November, 2010 .

B. On portions of the improvements as follows:

<u>IMPROVEMENTS</u>	<u>COMPLETION DATE</u>
Infrastructure _____	_____
_____	_____
_____	_____

2. With this Extension Agreement, ^{Subdivider KDK} ~~Developer~~ has provided the City with the following financial guaranty:

Type of Financial Guaranty: Subdivision Bond # 104622907

Amount: \$487,402.90

Name of Financial Institution or Surety providing Guaranty: Travelers Casualty & Surety Company of America

Date City first able to call Guaranty (Construction Completion Deadline): November 9, 2010

If Guaranty other than a Bond, last day City able to call Guaranty s: January 9, 2011

Additional information: _____

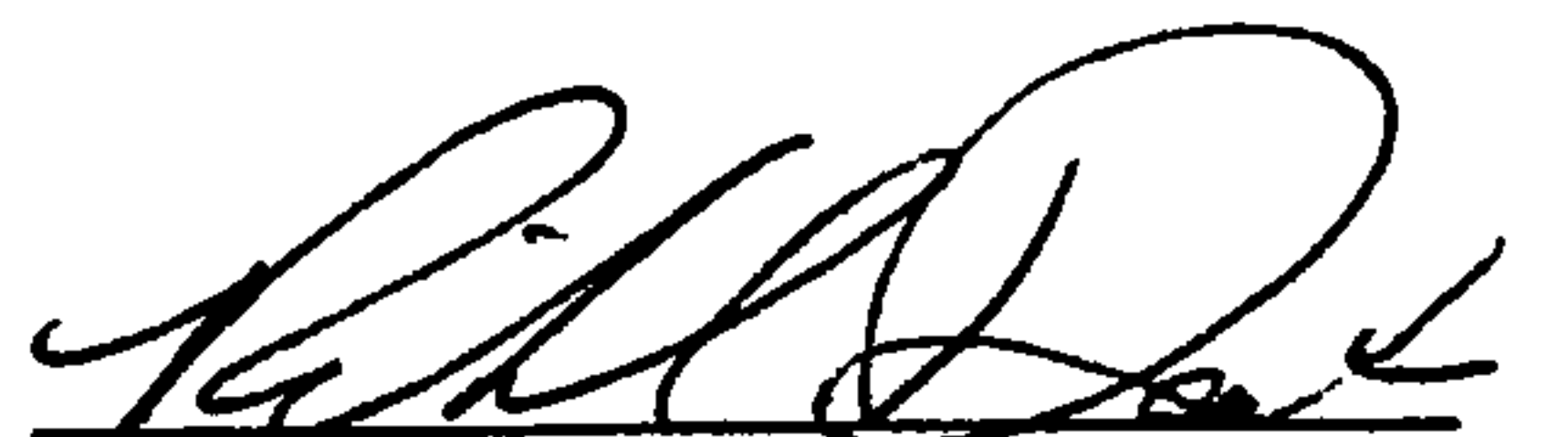
3. The parties agree that all terms and conditions of the Earlier Agreement not in conflict with this Extension Agreement shall remain valid, in force, and binding upon the parties. By executing this Agreement, the parties only intention is to extend the construction completion deadline established in the Earlier Agreement and establish a revised financial guaranty for the benefit of the City.


Executed on the date stated in the first paragraph of this Agreement.

SUBDIVIDER:
WAL-MART STORES EAST, LP
a Delaware limited partnership

City of Albuquerque

By: WSE Management LLC,
A Delaware limited liability company,
General Partner


Richard Dourte, City Engineer


Its Regional Vice President
Dated: 1-6-2010

Dated: 1-19-10

SUBDIVIDER'S NOTARY

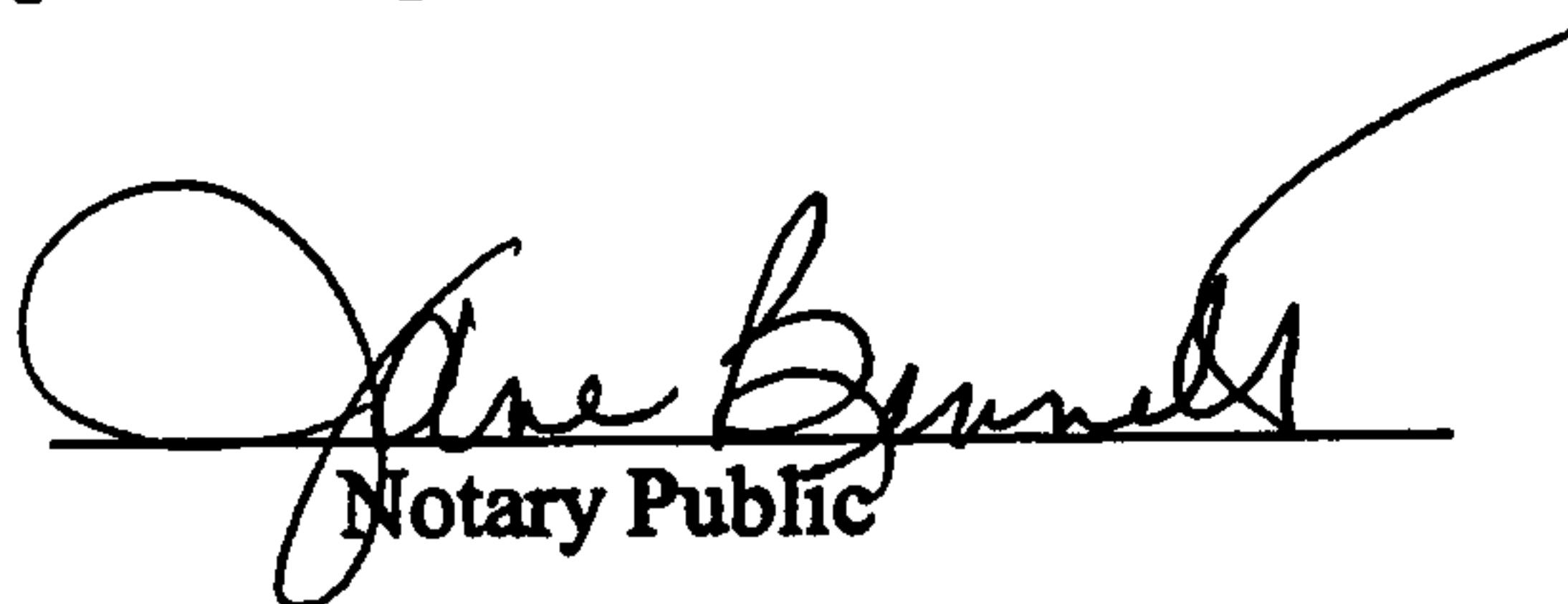
STATE OF ARKANSAS ___)

) ss.

COUNTY OF BENTON ___)

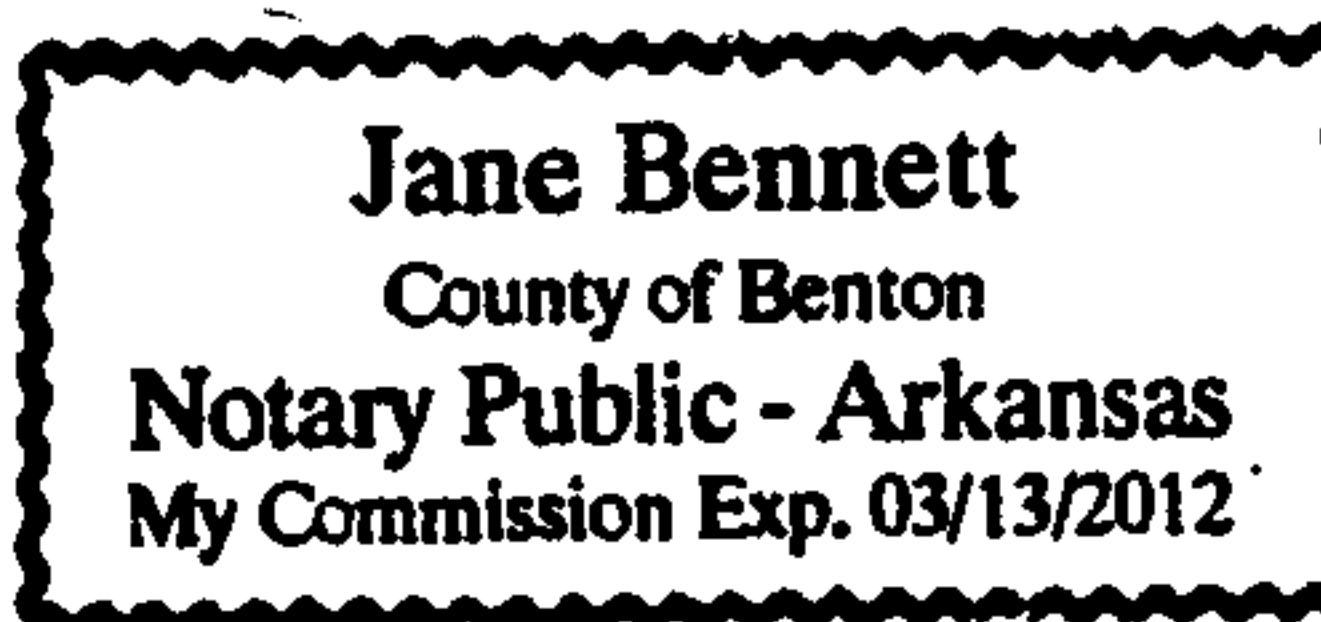
This instrument was acknowledged before me on 10th day of January 2010, by John E. Clarke, the Regional Vice President of WSE Management, LLC, a Delaware limited liability company, General Partner of Wal-Mart Stores East, LP, a Delaware limited partnership, on behalf of the limited partnership.

(Seal & Expiration Date)


Notary Public

My Commission Expires:

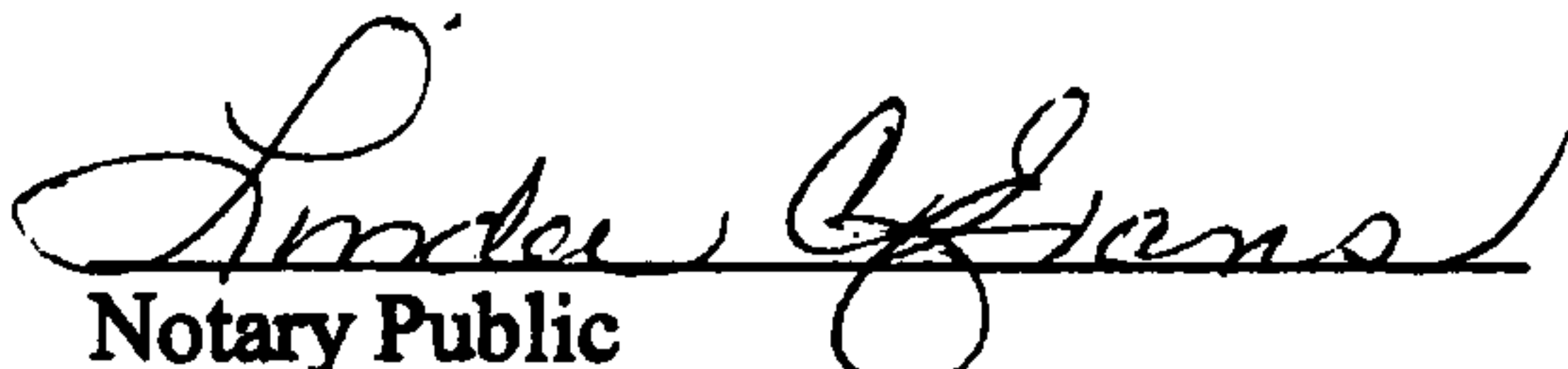
3-13-2012



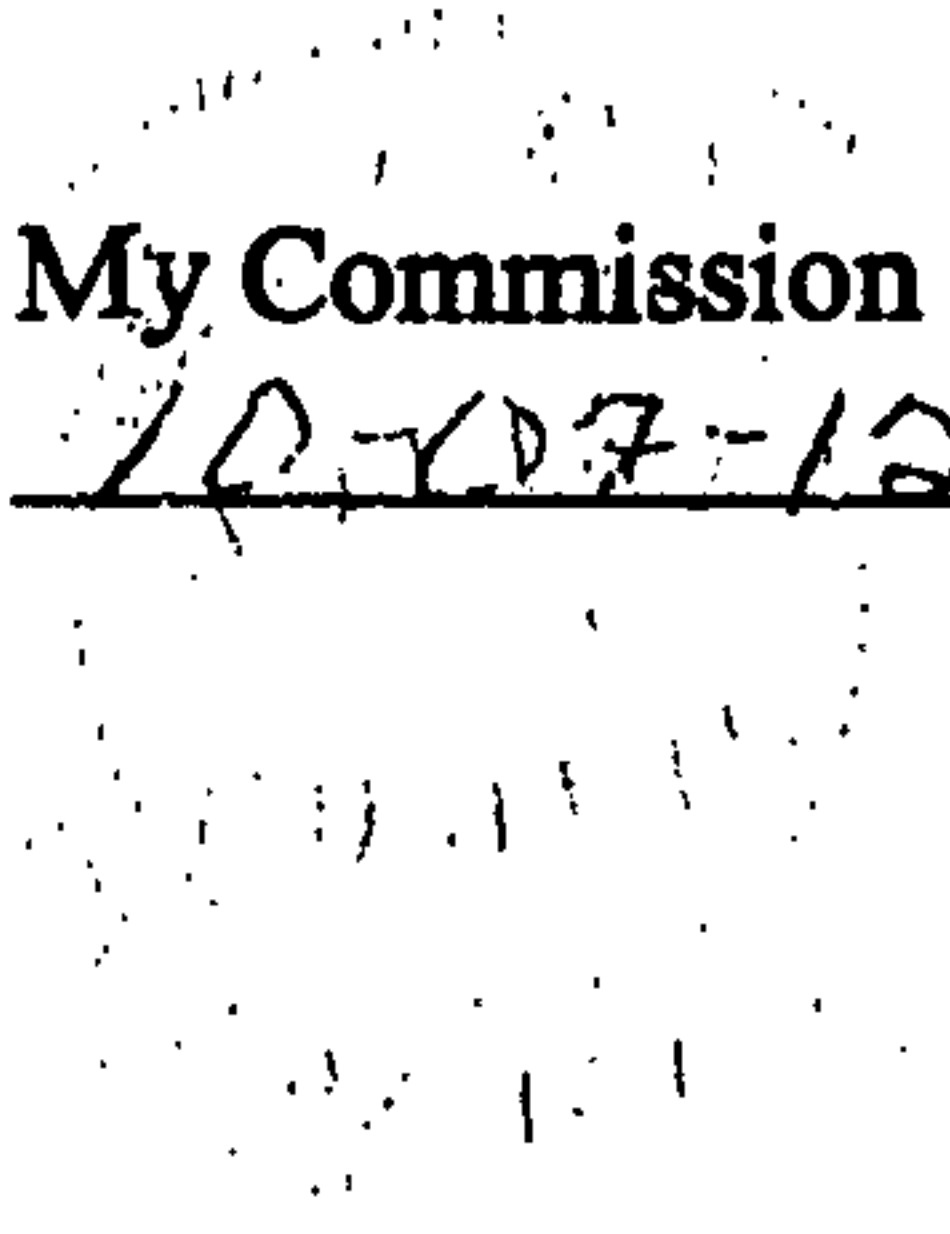
CITY'S NOTARY

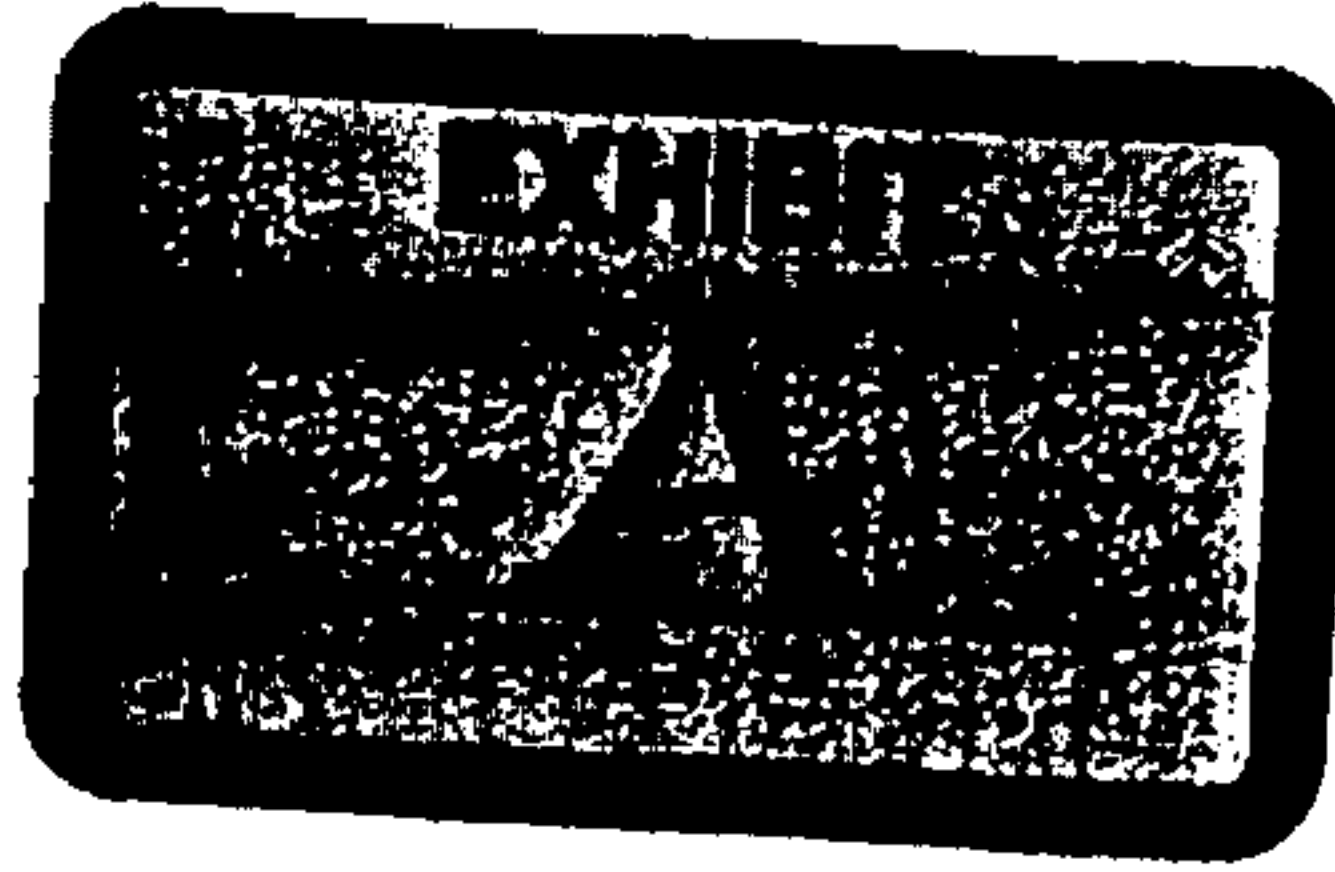
STATE OF NEW MEXICO)
)ss.
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on 19th day of January 2010 by Richard Parute (Name), City Engineer, of the City of Albuquerque, a municipal corporation, on behalf of said corporation.


Notary Public

My Commission Expires:
10-07-12





OFFICIAL NOTICE OF DECISION

**CITY OF ALBUQUERQUE
PLANNING DEPARTMENT
DEVELOPMENT REVIEW BOARD**

January 6, 2010

**Project# 1003747
09DRB-70374 MAJOR - 2YEAR EXTENSION OF SUBDIVISION IMPROVEMENTS
AGREEMENT (2YR SIA)**

**TIERRA WEST LLC agent(s) for WAL-MART STORES EAST LP request(s) the
referenced/ above action(s) for all or a portion of Parcel 1-A, WYOMING MALL
zoned C-2 (SC), located on the east side of WYOMING BLVD NE between MANUAL
BLVD NE AND NORTHEASTERN ST NE containing approximately 22.2080 acre(s).
(H-20)**


**At the January 6, 2010, Development Review Board meeting, a one year extension of
the Subdivision Improvements Agreement was approved.**

**If you wish to appeal this decision, you must do so by January 21, 2010, in the manner
described below.**

**Appeal is to the Land Use Hearing Officer. Any person aggrieved with any
determination of the Development Review Board may file an appeal on the
Planning Department form, to the Planning Department, within 15 days of the
Development Review Board's decision. The date the determination in question is
issued is not included in the 15-day period for filing an appeal.**

**If the fifteenth day falls on a Saturday, Sunday or holiday as listed in the Merit System
Ordinance, the next working day is considered as the deadline for filing the appeal. Such
appeal shall be heard within 60 days of its filing.**

**You will receive notice if any other person files an appeal. Successful applicants are
reminded that other requirements of the City must be complied with, even after approval
of the referenced application(s).**


Jack Cloud, AICP, DRB Chair

**Cc: Tierra West LLC – 5571 Midway Park Place NE – Albuquerque, NM 87109
Cc: Wal-Mart Stores East LP – 2001 SE 10th Street – Bentonville, AR 72716
Marilyn Maldonado
File**

Keli
Tierra West
858-3100

FIGURE 18

2nd EXTENSION AGREEMENT
Procedure "B" Modified Non-Work Order
PROJECT NO. 772681

This Agreement made this 19th day of January, 2010, by and between the City of Albuquerque, New Mexico, a municipal corporation ("City") and (name of developer/subdivider:) Wal-Mart Stores East LP ("Subdivider"), whose address is 2001 SE 10th Street, Bentonville, AR 72716-0550 and whose telephone number is 479-204-0425 is made in Albuquerque, New Mexico and is entered into as of the date of final execution of this Agreement.

WHEREAS, the City and the Subdivider entered into an Agreement on the 14th day of March, 2006, which was recorded in the office of the Clerk of Bernalillo County, New Mexico on March 20, 2006 at Book Misc. A 113, pages 8383 through -----, ("Earlier Agreement"), by which the Subdivider agreed to complete the construction of certain infrastructure improvements on or before the 9th day of November 2007; and

WHEREAS, the Earlier Agreement was amended by a First Extension Agreement dated December 10, 2007 recorded December 11, 2007, in Document Number 2007166919, records of Bernalillo County, New Mexico, extending the construction deadline to November 9, 2009; and

WHEREAS, it appears that the Subdivider will be unable to complete construction of the improvements by the deadline specified in the Agreement; and

WHEREAS, the City is willing to grant Subdivider an extension of time in which to complete construction of all or part of the improvements, provided the Subdivider posts an acceptable financial guaranty, as required by the City's Subdivision Ordinance and the Development Process Manual; and

WHEREAS, the Subdivider is able to provide the required financial guaranty;

NOW THEREFORE in consideration of the above and the mutual promises contained herein, the parties agree:

1. The required completion date for construction of the improvements, as set forth in the attached Exhibit A, is extended (Complete either A or B:)

- A. For all improvements, the 9th day of November, 2010.
- B. On portions of the improvements as follows:

<u>IMPROVEMENTS</u>	<u>COMPLETION DATE</u>
_____	_____
_____	_____
_____	_____

2. With this Extension Agreement, ^{Subdivider KDK} Developer has provided the City with the following financial guaranty:

Type of Financial Guaranty: Subdivision Bond # 104622908

Amount: \$63,761.77

Name of Financial Institution or Surety providing Guaranty: Travelers Casualty & Surety Company of America

Date City first able to call Guaranty (Construction Completion Deadline):
November 9, 2010

If Guaranty other than a Bond, last day City able to call Guaranty is: January 9, 2011

Additional information: _____


3. The parties agree that all terms and conditions of the Earlier Agreement not in conflict with this Extension Agreement shall remain valid, in force, and binding upon the parties. By executing this Agreement, the parties only intention is to extend the construction completion deadline established in the Earlier Agreement and establish a revised financial guaranty for the benefit of the City.

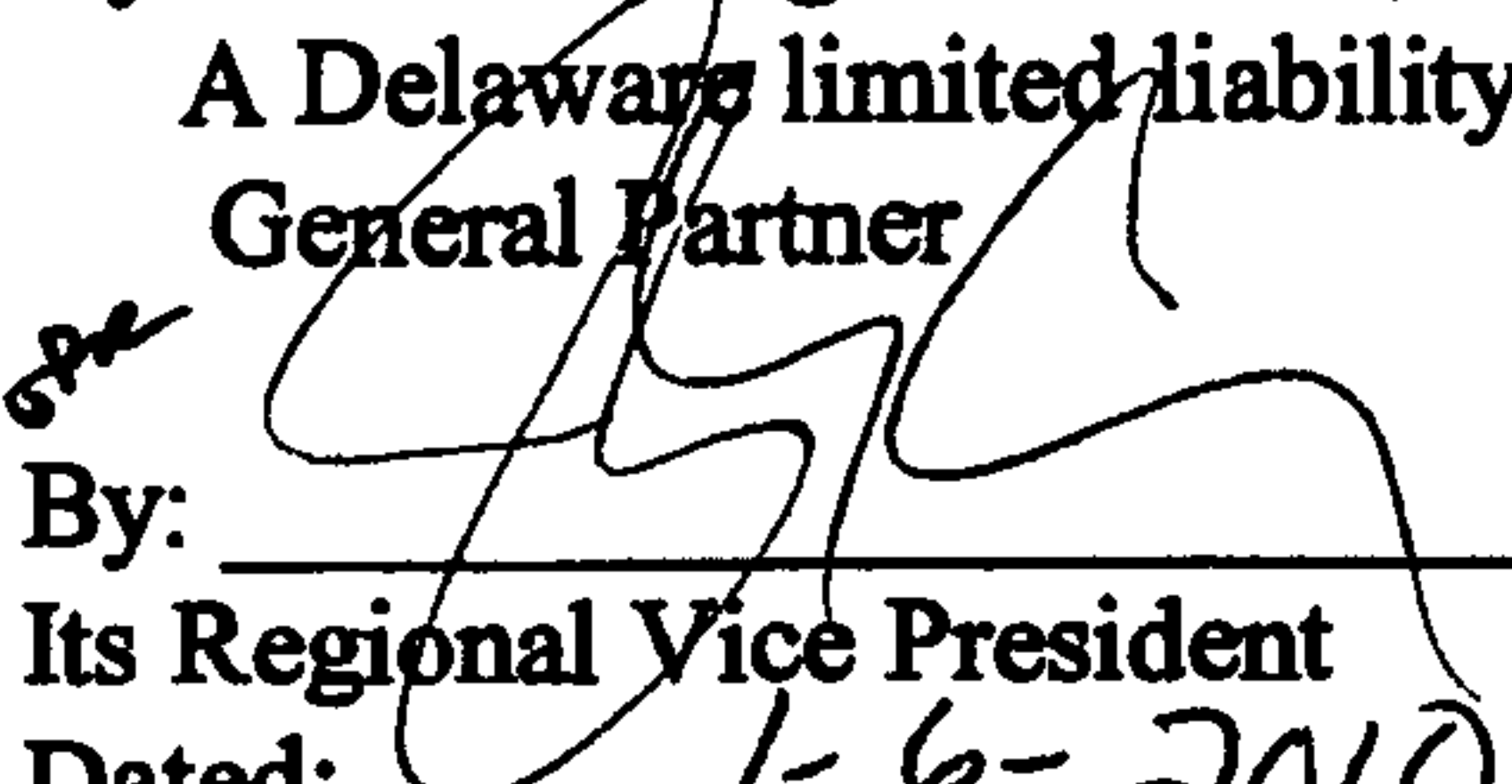
Executed on the date stated in the first paragraph of this Agreement.

SUBDIVIDER:
WAL-MART STORES EAST, LP
a Delaware limited partnership

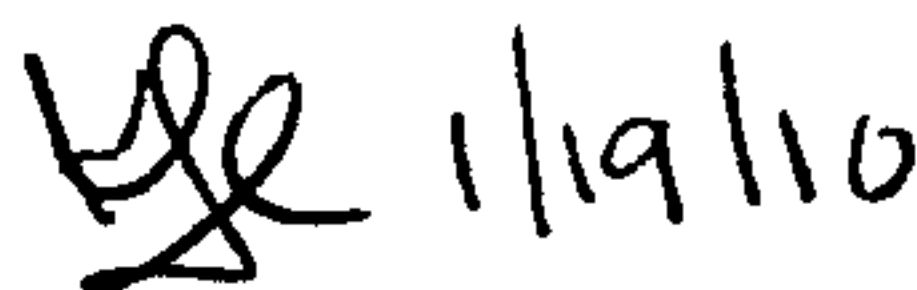
City of Albuquerque

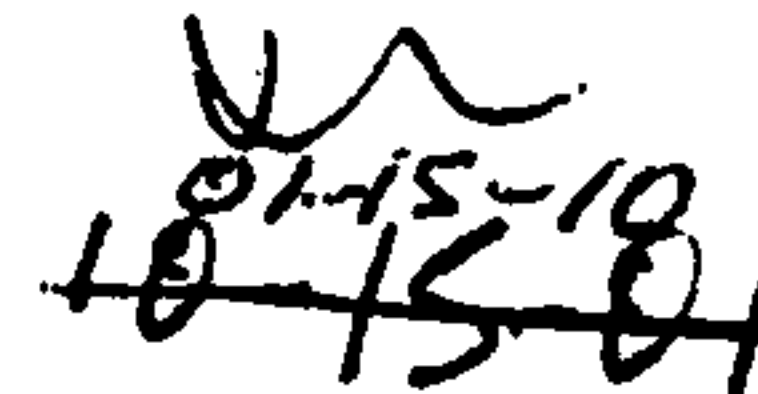
By: WSE Management LLC,
A Delaware limited liability company,
General Partner


Richard Dourte, City Engineer

By: 
Its Regional Vice President
Dated: 1-6-2010

Dated: 1-19-10

 1/19/10

 01-15-10
10-15-01

SUBDIVIDER'S NOTARY

STATE OF ARKANSAS _____)

) ss.

COUNTY OF BENTON _____)

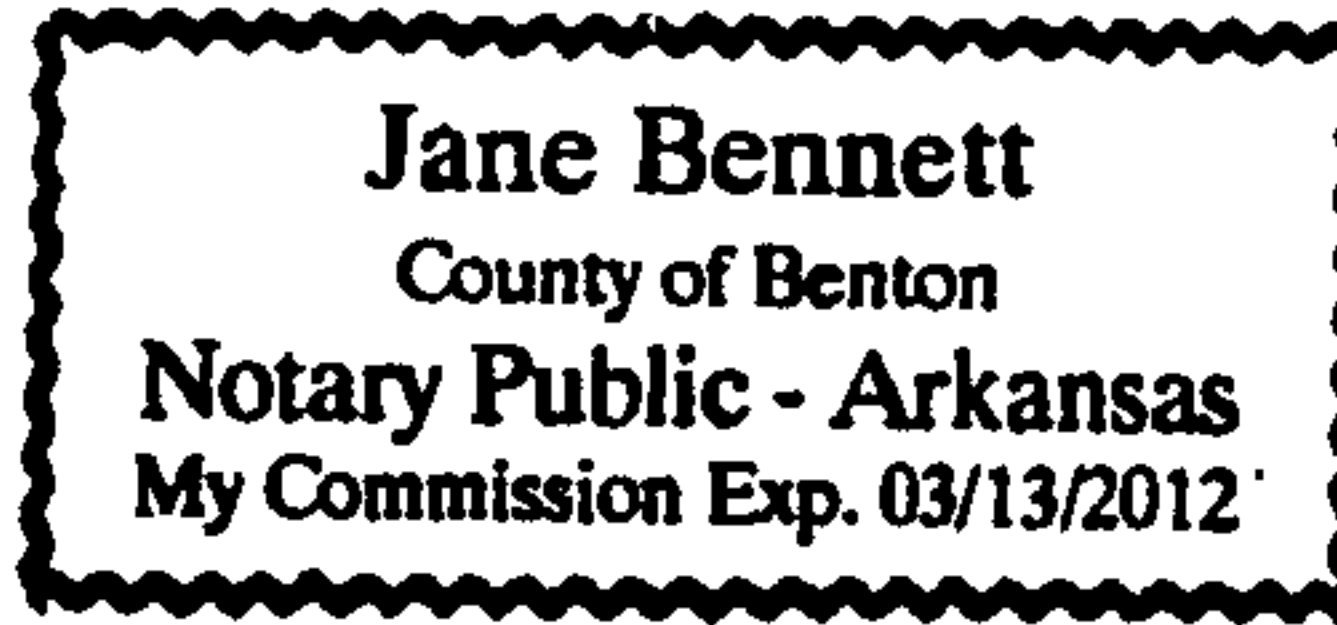
This instrument was acknowledged before me on 6th day of January, 2010, by John E. Clarke, the Regional Vice President of WSE Management, LLC, a Delaware limited liability company, General Partner of Wal-Mart Stores East, LP, a Delaware limited partnership, on behalf of the limited partnership.

(Seal & Expiration Date)

Jane Bennett
Notary Public

My Commission Expires:

3-13-2012



CITY'S NOTARY

STATE OF NEW MEXICO)

)ss.

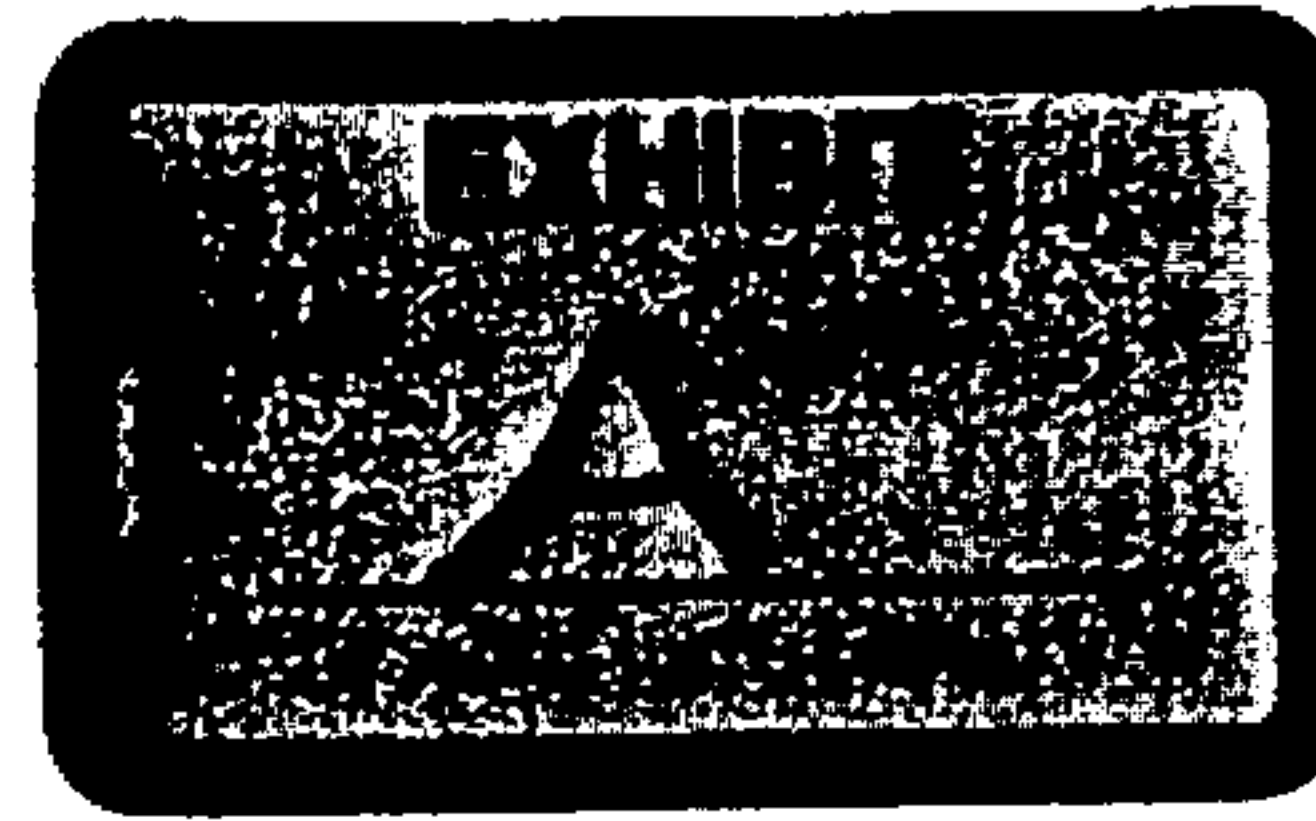
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on 19th day of January 2010 by Richard Navte (Name), City Engineer, of the City of Albuquerque, a municipal corporation, on behalf of said corporation.

Linda Gross
Notary Public

My Commission Expires:

12-07-12



OFFICIAL NOTICE OF DECISION

**CITY OF ALBUQUERQUE
PLANNING DEPARTMENT
DEVELOPMENT REVIEW BOARD**

January 6, 2010

**Project# 1003747
09DRB-70374 MAJOR - 2YEAR EXTENSION OF SUBDIVISION IMPROVEMENTS
AGREEMENT (2YR SIA)**

**TIERRA WEST LLC agent(s) for WAL-MART STORES EAST LP request(s) the
referenced/ above action(s) for all or a portion of Parcel 1-A, WYOMING MALL
zoned C-2 (SC), located on the east side of WYOMING BLVD NE between MANUAL
BLVD NE AND NORTHEASTERN ST NE containing approximately 22.2080 acre(s).
(H-20)**

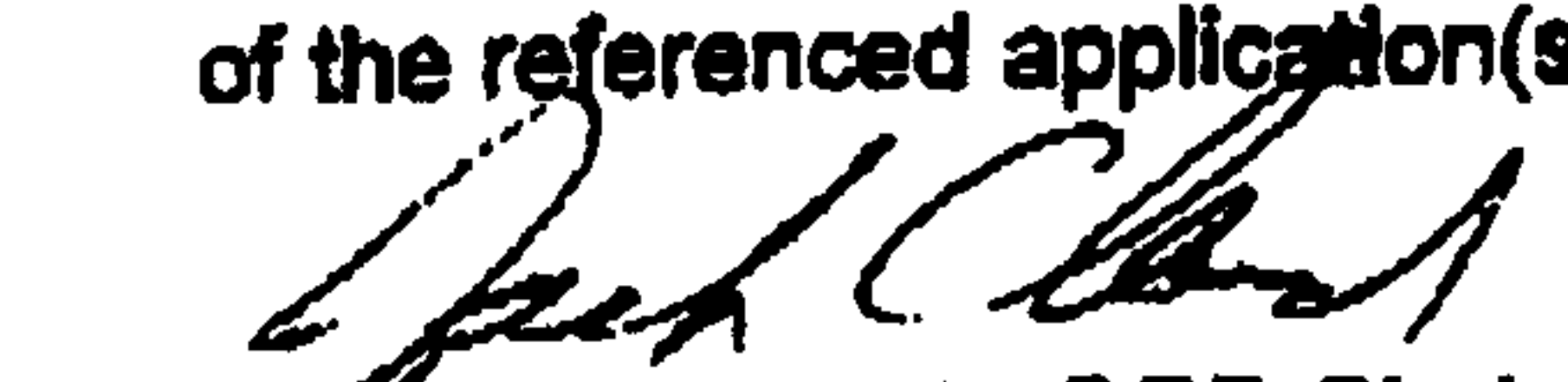
**At the January 6, 2010, Development Review Board meeting, a one year extension of
the Subdivision Improvements Agreement was approved.**

**If you wish to appeal this decision, you must do so by January 21, 2010, in the manner
described below.**

**Appeal is to the Land Use Hearing Officer. Any person aggrieved with any
determination of the Development Review Board may file an appeal on the
Planning Department form, to the Planning Department, within 15 days of the
Development Review Board's decision. The date the determination in question is
issued is not included in the 15-day period for filing an appeal.**

**If the fifteenth day falls on a Saturday, Sunday or holiday as listed in the Merit System
Ordinance, the next working day is considered as the deadline for filing the appeal. Such
appeal shall be heard within 60 days of its filing.**

**You will receive notice if any other person files an appeal. Successful applicants are
reminded that other requirements of the City must be complied with, even after approval
of the referenced application(s).**


Jack Cloud, AICP, DRB Chair

**Cc: Tierra West LLC – 5571 Midway Park Place NE – Albuquerque, NM 87109
Cc: Wal-Mart Stores East LP – 2001 SE 10th Street – Bentonville, AR 72716
Marilyn Maldonado
File**