

This instrument prepared by:

Wal-Mart Real Estate Business Trust
 Sam M. Walton Development Complex
 2001 S.E. 10th Street
 Bentonville, AR 72716-0550
 Attn: Brad Rogers
 (479) 277-1348

10190761

8/10/2007 4:45:00 PM \$24.00
 Book - 9502 Pg - 4694-4701
 Gary W. Ott
 Recorder, Salt Lake County, UT
 METRO NATIONAL TITLE
 BY: eCASH, DEPUTY - EF 8 P.

Return recorded document to:

Fidelity National Title Insurance Company
 717 North Harwood Street, Suite 800
 Dallas, TX 75201
 Attn: Rod Faris
 (866) 969-5300
 MNT 010049347
 # 20-73-224-004

SANITARY SEWER EASEMENT

This SANITARY SEWER EASEMENT is made effective August 6, 2007, between **MILLCREEK PARTNERS, LLC**, a Utah limited liability company ("Millcreek"), with an address of 1412 S. Legend Hills Drive, Suite 327, Clearfield, UT 84015, and **WAYNE A. BELLEAU**, an individual ("Mr. Belleau"), with an address of 1412 S. Legend Hills Drive, Suite 316, Clearfield, UT 84015 (together Millcreek and Mr. Belleau are referred to herein as "Grantor"); and **ERIC S. ZORN, AS MANAGING TRUSTEE FOR WAL-MART REAL ESTATE BUSINESS TRUST**, a Delaware statutory trust, whose address is 702 S.W. 8th Street, Bentonville, AR 72716 ("Grantee").

WITNESSETH

WHEREAS, Grantor is the owner of that certain 0.80 acre tract or parcel of land situated in the City of West Valley City, County of Salt Lake, State of Utah, identified as "Tract 1" on Exhibit A attached hereto and made a part hereof and more fully described on Exhibit B attached hereto and made a part hereof ("Tract 1"); and

WHEREAS, Grantee is the owner of that certain tract or parcel of land in the same city, county, and state, which tract lies adjacent to Tract 1 and is identified as "Tract 2" on Exhibit A ("Tract 2"); and

WHEREAS, Grantee has requested from Grantor, and Grantor is desirous of granting to Grantee, a non-exclusive sanitary sewer easement over and under certain portions of Tract 1 for the benefit of Tract 2 (the "Sanitary Sewer Easement") as explained herein.

NOW THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant to Grantee the following non-exclusive easement for the use and maintenance of the sanitary sewer lines located on the identified portion of Tract 1, referred to herein as the "Easement" and subject to the following terms and conditions to which the parties hereto do hereby agree:

1. **Sanitary Sewer Easement.** Grantor hereby grants to Grantee a perpetual non-exclusive easement for the construction, installation, replacement, maintenance and repair of sewer lines and the use of any lift station that may be necessary and needed for underground sanitary sewer connections across Tract 1 to Tract 2. Grantee shall repair any damage caused by Grantee on Tract 1 whenever any activities associated with such sanitary sewer easements cause damage. In the exercise of such rights, Grantee shall not take or cause to be taken any action which would constitute a material change to the original civil engineering plan for Tract 1, and Grantee shall use reasonable efforts to minimize to the extent reasonably practicable any damage to or interference with the use and enjoyment of Tract 1, or any nearby tract, or of any business conducted thereon.
2. **Permitted Use.** Grantee, through its officers, employees and agents, shall have the right to enter upon the Sanitary Sewer Easement in such a manner and at such times from the date hereof as may be reasonably necessary for the purpose of connecting to and for the normal use of said lines.

3. **Maintenance.**

(a) Grantee shall restore the surface of the Sanitary Sewer Easement area to its original condition immediately following any of Grantee's permitted activities within the easement area, so that Grantor, its successor and assigns shall have the free and unobstructed use thereof, subject to the rights of Grantee herein provided. Grantee will make no unreasonable interference with such use of the surface of said land by Grantor, its successor and assigns.

(b) Grantee, upon the initial installation, and upon each and every occasion that the same is repaired, renewed, added or removed, shall restore the premises of Tract 1, and any such buildings or improvements disturbed, to a condition as they were prior to any such installation or work, including the restoration of any topsoil.

(c) If, in an emergency, it shall become necessary for Grantor to promptly make any repairs or provide maintenance to that which would otherwise have been the responsibility of the Grantee, then Grantor, at its sole option, may proceed forthwith to have the repairs made and pay the cost thereof, and to receive reimbursement therefore from Grantee within thirty (30) days after a written request for same. In such instances, Grantor shall provide Grantee with a fifteen (15) day, or earlier in case of an emergency, prior oral notification of its intention to make such repairs or the occurrence of such repairs.

4. **Indemnification.** Grantor, its successors and assigns, will not be responsible for damages by others to said Easement. Grantee shall indemnify and hold harmless Grantor from any damages or liability to persons or property that might arise from the use, construction, operation or maintenance of the Easement and associated lines by Grantee, its agents, employees, contractors, or anyone authorized by Grantee.

5. **Public Grant.** Nothing contained herein shall be used or construed as a grant of any rights to any public or governmental authority or agency.

6. **Duration.** The agreements contained herein and the rights granted hereby shall run with the titles to Tract 1 and Tract 2, and the Easement and shall bind and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns; subject, however, to the provisions set forth herein.

7. **Relocation.**

(a) Grantor reserves the right to modify or relocate the Easement and associated utility lines and the storm water drainage system provided any such modification or relocation does not prevent adequate delivery of such utility services to Tract 2.

(b) In case of the opening of a public road or street to or upon Tract 1, then any portion of utility lines located on Tract 2 and associated with the Easement, interfering with the proper construction and maintenance of such road or street shall be adjusted accordingly by Grantee, at its expense, so as not to interfere with such road or street.

8. **Headings.** The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the agreements contained herein or the rights granted hereby.

9. **Counterparts.** This agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

10. **Hazardous Waste.** Grantee (hereafter the indemnifying party), its successors and assigns, shall indemnify and hold harmless Grantor from and against any and all losses, liabilities (including strict liability), damages, injuries, expenses, and costs including, without limitation, reasonable attorney's fees, of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, Grantor, its successors and assigns by any person or entity or governmental agency, for, with respect to, or as a direct or indirect result of the escape, seepage, leakage, spillage, emission,

discharge or release of any Hazardous Substance (as defined herein below) resulting from the operations of the Grantee upon or under any parcel of land owned by Grantor including without limitation, any losses, liabilities (including strict liability), damage, injuries, expenses, and costs, including, without limitation, reasonable attorney's fees, of any settlement or judgement or claims asserted or arising under, as amended, the comprehensive Environmental Response, compensation and Liability Act, the Superfund Amendment and Reauthorization Act, the Resource conservation Recovery Act, the Federal Water Pollution Control Act, the Federal Environmental Pesticides Act, the Clean Water Act, any so called federal, state or local "Superfund" or "Superlien" statute, or any other statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability (including strict liability), or standards of conduct concerning any Hazardous Substance.

[Signature pages follow]

EXHIBIT "A"

[Site Plan]

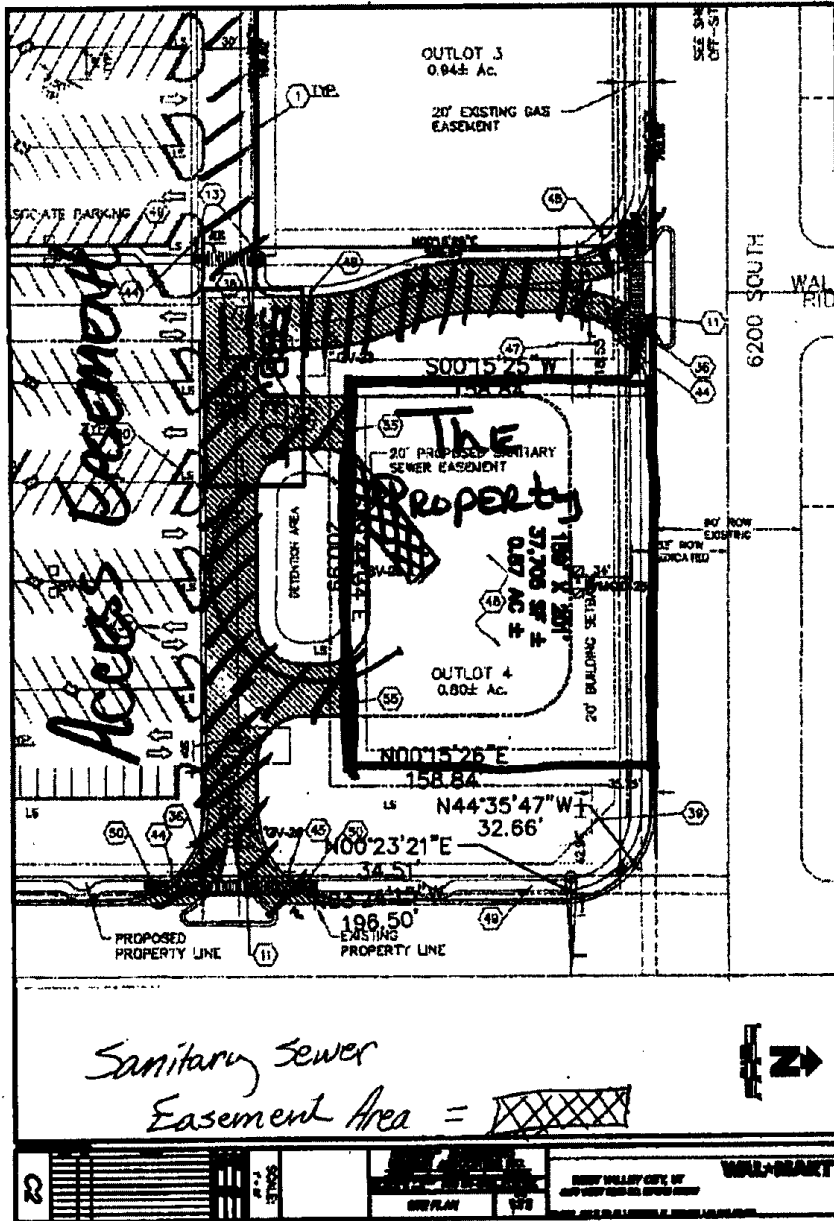


EXHIBIT "B"

(Tract 1 legal description)

Lot 4, WEST VALLEY COMMERCIAL RETAIL CENTER SUBDIVISION,
according to the official plat thereof, recorded in the office
of the Salt Lake County Recorder.