

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

10190762

8/10/2007 4:45:00 PM \$24.00
 Book - 9502 Pg - 4702-4709
 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
 WNT 06049347
 # 20-23-226-004

DRAINAGE AND DETENTION POND EASEMENT

This DRAINAGE AND DETENTION POND 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, with an address of 702 S.W. 8th Street, Bentonville, AR 72716 ("Grantee").

WITNESSETH

WHEREAS, Grantor is the owner of that certain tract(s) or parcel(s) of land situated in the city of West Valley City, county of Salt Lake, state of Utah, identified as "Tract 2" on Exhibit "A" attached hereto and made a part hereof ("Tract 2"); 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 2 and is identified as "Tract 1" on Exhibit "A" and more fully described on Exhibit "B", attached hereto and made a part hereof ("Tract 1"); and

WHEREAS, Grantor wishes to grant to Grantee a non-exclusive perpetual easement for drainage into the detention basin over that portion of Tract 2 identified as the "Drainage and Detention Pond Easement Area" on Exhibit "A"; and

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

1. **Easements.** Grantor hereby grants to Grantee the following easement for a Drainage and Detention Pond Easement, subject to the hereinafter stated terms and conditions: Grantor hereby grants to Grantee a non-exclusive perpetual easement for drainage on and under the Drainage and Detention Pond Easement Area, together with a non-exclusive right of ingress and egress with activities associated therewith, and the right to connect to and use Grantor's lines in the Drainage and Detention Pond Easement Area, and the right to use and impound storm water within any drains or retention facilities located within Tract 2, so long as such drainage shall not cause any material damage to Tract 2 across which storm water is being drained, or any improvements thereon. 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 2 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 2 or of any business conducted thereon. Said right shall be perpetual, but should Grantee cease to use said easement line(s) for a period of two years, except for commercially reasonable periods of time said easement may not be used due to casualty or condemnation, easements shall become null and void. Said Drainage and Detention Pond Easement is more fully described on Exhibit "C".

2. **Indemnification.** Grantee shall defend, indemnify and hold harmless Grantor for damages or liability to persons or property that might arise at any time during the construction, operation, or maintenance of the Drainage and Detention Pond Easement Area, by Grantee, its tenants, employees, invitees, or suppliers. Grantee further agrees that Grantee will at all times during the duration of these easements maintain and pay for Commercial General Liability

Insurance affording protection to Grantor and Grantee, and naming Grantor as an additional insured on the policy or policies, for a combined limit of liability of not less than Two Million Dollars (\$2,000,000.00) for each occurrence. Grantee further agrees, upon request to deliver to Grantor a certificate(s) from an insurance company or companies satisfactory to Grantor evidencing the existence of such insurance with Grantor named as an additional insured on such certificate(s). Grantee may self-insure for such risks provided that Grantee has a minimum net worth of at least One Hundred Million Dollars (\$100,000,000.00).

3. Maintenance and Repair. With respect to the maintenance, the parties agree to the following:

(a) Grantee shall maintain any portion of the Drainage and Detention Pond Easement Area or drainage facilities located on Tract 1 and up to Grantor's existing line system located on Tract 2 and Grantee shall bear the sole cost and responsibility of such maintenance.

(b) Grantor shall be responsible for the general maintenance and repair of the Drainage and Detention Pond Easement Area. In the event Grantor fails to maintain or repair the Drainage and Detention Pond Easement Area as granted to Grantee, then Grantee may have the repairs made and pay the cost thereof, and shall receive reimbursement therefore from Grantor within thirty (30) days after a written request for same, provided Grantee uses like or similar quality and type of materials originally installed on the Drainage and Detention Pond Easement Area. Any repair or maintenance performed by Grantee within the Drainage and Detention Pond Easement Area must be preceded by a thirty (30) day written notice to Grantor, or such right for Grantee to repair will be null and void. Grantee shall not, at any time, interfere with the operation of Grantor's business located on Tract 2.

(c) Grantee shall restore the Drainage and Detention Pond 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 lands by Grantor, its successor and assigns.

4. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid, or nationally recognized overnight courier, and shall be considered given upon receipt, addressed as follows:

If to Grantor:

Millcreek Partners, LLC
1412 S. Legend Hills Drive, Suite 327
Clearfield, UT 84015
Attn: Spencer Wright

If to Grantee:

Wal-Mart Real Estate Business Trust
Sam M. Walton Development Complex
2001 S.E. 10th Street
Bentonville, AR 72716-0550
Attn: Realty Management - Utah

5. No Public Grant. Nothing contained herein shall be construed or interpreted to mean a grant to any public agency or governmental authority.

6. Change of Ownership. In the event either Grantee conveys or transfers title to Tract 1 to another party, Grantor shall be notified thereof within thirty (30) days thereafter and shall be provided the name and address of such transferee.

7. Effective Date. This instrument shall become effective conditioned upon and subject to the conveyance of Tract 2 by Wal-Mart Stores, Inc., a Delaware corporation, to Grantor to be evidenced by the recording of a deed.

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. Attorney's Fees. Grantor and Grantee agree that if either party brings an action against the other party to enforce the terms hereof or to declare rights hereunder each party shall pay their own attorney's fees and costs incurred therein.

10. Final Dates; Days. If the final date of any period falls upon a Saturday, Sunday, or holiday recognized by the U. S. Postal Service, then in such event the time of such period shall be extended to the next day which is not a Saturday, Sunday, or holiday recognized by the U. S. Postal Service. Wherever in this document the word "days" is used, it shall be considered "calendar days" and not "business days".

11. Entire Agreement. This document contains the entire agreement between Grantor and Grantee, and there are no other terms, conditions, promises, undertakings, statements or representations, express or implied, concerning the matters contemplated by this document.

12. Runs With Land / Successors. The rights and obligations contained herein shall run with the titles to Tract 1 and Tract 2 and shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

13. Counterparts. This document may be executed in one or more counterparts, all parties need not be signatories to the same documents, and all counterpart-signed documents shall be deemed to be an original and one (1) instrument.

14. Governing Law. This document shall be governed by and interpreted under the laws of the State of Utah.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

WITNESS OR ATTEST:

[Signature]

MILLCREEK PARTNERS, LLC

By: [Signature]

Title: MANAGER

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah)
COUNTY OF DAVIS) §§

On this 6th day of August, 2007, before me, the undersigned notary public in and for said County and State, personally appeared before me Spencer H. Wright to me personally known, who, being by me duly sworn, did say that ~~he~~she is Manager of Millcreek Partners, LLC, and that the seal, if any, affixed to the foregoing instrument is the seal of said limited liability company, and that said instrument was signed, sealed and delivered by him/her on behalf of said limited liability company by authority of its Members/Managers, and said Manager acknowledged said instrument to be the free act and deed of said limited liability company.

WITNESS MY HAND and notarial seal subscribed and affixed in said County and State, the day and year in this certificate above written.

[Signature]
Name: _____
Notary Public

My Commission Expires: 12-18-2010



WITNESS:

Janet L. Pickart
Notary Public

WAYNE A. BELLEAU

By: Wayne A. Belleau
Wayne A. Belleau

PERSONAL ACKNOWLEDGMENT

STATE OF Utah)
COUNTY OF Davis) §§

On this 6th day of August, 2007, before me, the undersigned notary public in and for said County and State, personally appeared before me Wayne A. Belleau, an individual known or identified to me to be the person whose name is subscribed to the within instrument, and said Wayne A. Belleau acknowledged to me that he executed the same.

WITNESS MY HAND and notarial seal subscribed and affixed in said County and State, the day and year in this certificate above written.

Janet L. Pickart
Name: Janet L. Pickart
Notary Public

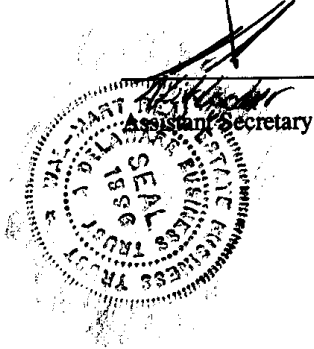
My Commission Expires: 12-18-2010



ERIC S. ZORN, AS MANAGING
TRUSTEE FOR WAL-MART REAL
ESTATE BUSINESS TRUST

ATTEST:

By: [Signature]
T. Latriece Watkins
Title: Director of Land Development



Approved as to legal terms only
by [Signature]
WAL-MART LEGAL DEPT.
Date: 7/25/07

TRUST ACKNOWLEDGMENT

STATE OF ARKANSAS)
) §§
COUNTY OF BENTON)

On this 21st day of July, 2007, before me, the undersigned notary public in and for said County and State, personally appeared before me T. Latriece Watkins to me personally known, who, being by me duly sworn, did say that she is Director of Land Development of Wal-Mart Real Estate Business Trust, and that the seal affixed to the foregoing instrument is the seal of said trust, and that said instrument was signed, sealed and delivered by her on behalf of said trust by authority of its Managing Trustee, and said T. Latriece Watkins acknowledged said instrument to be the free act and deed of said trust.

WITNESS MY HAND and notarial seal subscribed and affixed in said County and State, the day and year in this certificate above written.

Lorraine E. Dark
Name: _____
Notary Public

My Commission Expires: _____



EXHIBIT "A"

Site Plan

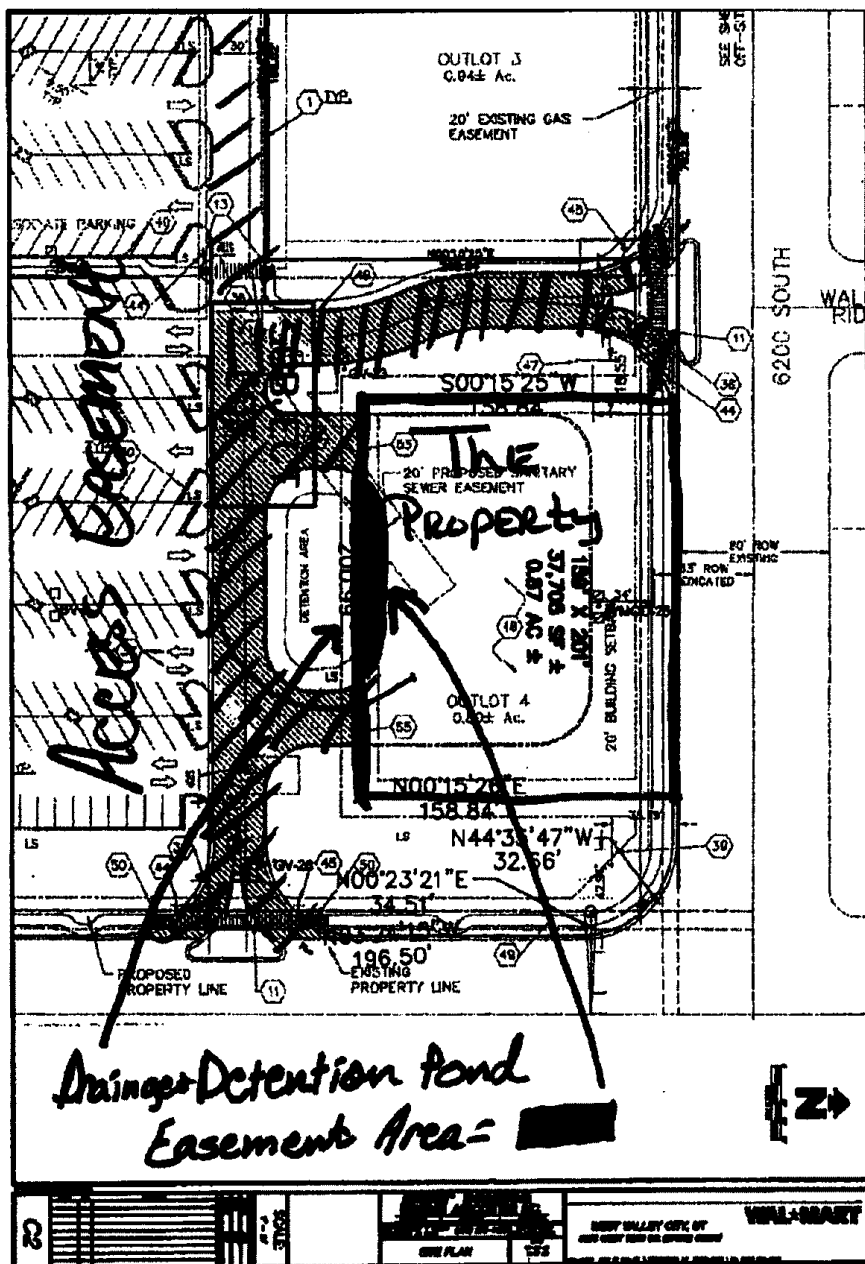


EXHIBIT "B"

Tract 1

(Legal description to be provided by Grantor)

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