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Ent 343444 Bk 0980 Pg 0760-0766
ELIZABETH M PALMIER, Recorder
WASATCH COUNTY CORPORATION
2009 JAN 07 12:08pm Fee 23.00 JP
FOR METRO NATIONAL TITLE
ELECTRONICALLY RECORDED

When recorded return to:
Thomas E. Halter
Gust Rosenfeld P.L.C.
201 East Washington, Suite 800
Phoenix, AZ 85004-2327

MNT 07051609
#00-0020-8251, 8253

Heber, UT (#4696)

Building Code Compliance Agreement

This Building Code Compliance Agreement (this "Agreement") is made this 6 day of January, 2008 by and between **BOYER HEBER CITY, L.C.**, a Utah limited liability company ("**Boyer**"), the owner(s) of the real property described in Exhibit A (hereinafter referred to as "Tract 1"), and **WAL-MART REAL ESTATE BUSINESS TRUST**, a Delaware statutory trust ("**Wal-Mart**"), the owners of the real property described in Exhibit B, (hereinafter referred to as "Tract 2").

Recitals

Whereas, Tract 1 and Tract 2 are adjoining properties that lie within the City of Heber, Utah ("City");

Whereas, the parties hereto desire to construct a single structure, or multiple structures under a single comprehensive development plan, which will be located on both of their properties (all improvements, irrespective of number, are hereinafter referred to as "Building") which Building is depicted on Exhibit C attached hereto;

Whereas, the property line dividing the properties intersects the Building or is separated from the Building with less distance than that required by the code enacted and adopted by the City that regulates the parties' construction (hereinafter referred to as the "Building Code"); and

Whereas, the parties understand that the approval of the City for construction of the Building is based on their representations that the parties intend for their properties to be used as if the property were in fact one single consolidated parcel and, therefore, this Agreement is intended to prevent either of the parties, their successors or assigns, from undertaking any construction upon these properties that would cause the Building to fail to comply with the Building Code as it would apply to a building constructed on a single parcel of land.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree that the real estate described herein shall be held, sold, transferred, and otherwise conveyed subject to the following covenants and restrictions, which

shall run with the land and bind all parties, their successors and assigns, and all those having any right, title, or interest therein:

1. The above recitals are incorporated into this Agreement.
2. Subject to the terms hereof, the City acknowledges that the Building complies with the setback requirements of the Building Code.
3. The area surrounding the Building shall be maintained, in accordance with the Building Code in a clear and open manner, free of any structure or building as required by the Building Code for a distance of sixty feet (60') from all exterior walls irrespective of any property lines.
4. The Building shall only be used for the uses allowed in (i) A-2, B, M and S-1 use classifications, as set forth in the International Building Code, and (ii) Section 507 of the International Building Code.
5. The City is a beneficiary of this Agreement and is granted the power to enforce this Agreement as if it were a party hereto.
6. The City is a beneficiary of this Agreement and, therefore, this Agreement shall not be revoked, modified, supplemented, amended, or altered in any fashion without the written consent of the City endorsed thereupon, which shall then be recorded in the Wasatch County Recorder's Office.
7. The parties warrant their understanding that any approval by the City with respect to the construction of the Building is contingent upon the proper execution of this document by duly authorized representatives of the parties and the recording of the document in the Wasatch County Recorder's Office with proper reference to all properties referred to herein.
8. Whenever the context shall require, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both genders.
9. This Agreement shall be governed by and construed in accordance with and interpreted under the laws of the State of Utah (without regard to its conflicts of law principles) and the laws of the United States.
10. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable or unenforceable, such void, voidable or unenforceable term or provision shall not affect any other term or provision of this Agreement.
11. Nothing contained in this Agreement shall be deemed to be a gift or a dedication of any portion of the Building to or for the general public or for any public purpose whatsoever.
12. The parties hereto do not, by this Agreement nor by any parties' acts, become principal and agent, limited or general partners, joint venturers or of any other similar relationship of each other in the conduct of their respective businesses, or otherwise.

13. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, but all such counterparts taken together shall constitute only one instrument.

BOYER HEBER CITY, L.C., a Utah limited liability company

By: [Signature]
Name: [Signature]
Its: [Signature]
Date: 1/6/09

WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware statutory trust

By: [Signature]
Name: Shannon Letts
Its: Regional Vice President
Date: December 17, 2008

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

9 SUBSCRIBED AND SWORN to before me this 6 day of January,
2008, by Deron M Glenn, the Manager, of Boyer Heber City, L.C.,
a Utah limited liability company, on behalf of the limited liability company.

Misty Landward
Notary Public

My Commission Expires:

May 12, 2010



STATE OF ARKANSAS)
) ss.
COUNTY of Benton)

SUBSCRIBED AND SWORN to before me this 17th day of December,
2008, by Shannon Letts, a Regional Vice President of Wal-Mart Real Estate
Business Trust, a Delaware statutory trust, on behalf of the trust.

Lauren J. Mitchell
Notary Public

My Commission Expires:

March 1, 2017

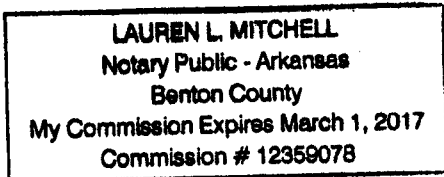
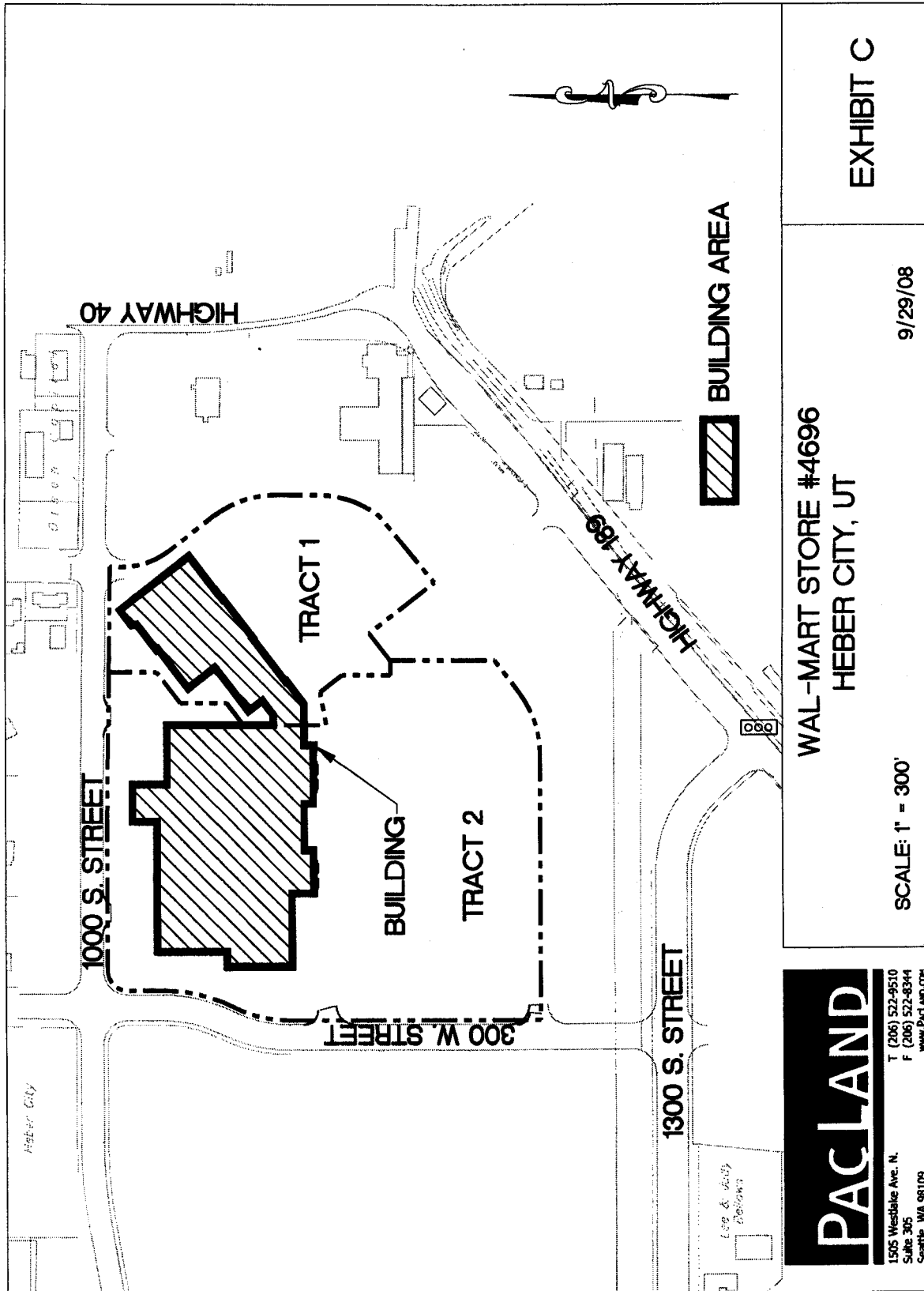


EXHIBIT A
Boyer Heber City, L.C. Tract (Tract 1)
Legal Descriptions

Lot 3 of the final Valley Station Subdivision, recorded on 8/20/08, as described in Record #339277 in Book 972 at Pages 2309-2320 Totaling 232,788 sq. ft. or 5.344 acres.

EXHIBIT B
Wal-Mart Real Estate Business Trust Tract (Tract 2)
Legal Description

Lot 1 of the Final Valley Station Subdivision recorded on 8/20/08 as described in Record #339277 in Book 972 at Pages 2309-2320 Totaling 617,661 sq. ft. or 14.180 acres.



WAL-MART STORE #4696
 HEBER CITY, UT

EXHIBIT C

9/29/08

SCALE: 1" = 300'

PACLAND

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