

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT ("Agreement") is entered into as of February 22, 2006, by and between T AND C, LLC, a Wyoming limited liability company ("Grantor"), and HOME DEPOT U.S.A., INC., a Delaware corporation ("Grantee"), with respect to the following:

Grantor is the owner of certain real property located in Sheridan County, Wyoming (the "Grantor Parcel"), more particularly described as follows:

Lots 1 through 6, inclusive, and Common Areas A through E inclusive, of T and C Subdivision, a subdivision in Sheridan County, Wyoming, as recorded April 19, 1990 in Drawer T of Plats at number 90.

Grantee owns (or will soon own) certain real property located in Sheridan County, Wyoming (the "Grantee Parcel") that is adjacent to the Grantor Parcel.

Grantor and Grantee desire to enter into an arrangement whereby Grantee is permitted to enter the Grantor Parcel for the purpose of completing the site work improvements on the Grantee Parcel (the "Project") as generally shown on the grading plan attached hereto as Exhibit A (the "Plan").

Grantor is willing to consent to such entry and work on the terms set forth herein.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

Grant of Easement. Grantor hereby grants unto Grantee and Grantee's employees, agents and independent contractors a non-exclusive construction easement ("Easement") on, over, across and through the Grantor Parcel for the purposes of completing the Project on Grantee Parcel. Grantee may use said easement for the purpose of surveying, laying out and construction of improvements on its own property. Grantee may not store any materials or construct any improvements on Grantor Parcel.

Location of Easement. The location of this easement is described as follows:

A strip of land twenty feet (20') wide lying immediately east of, adjacent to and parallel to the western boundary line of the T and C Subdivision EXCEPT that such easement shall only be sixteen feet (16') wide for the south 134.52 feet (along the east side of an existing building which is set back sixteen feet (16') from said boundary line).

ALSO, a strip of land twenty feet (20') wide lying immediately south of, adjacent to and parallel to the southern boundary of Lot 7 of the T and C Subdivision.

Duration of Easement. Said easement shall continue until January 11, 2007, and no longer unless extended by Grantor in writing. If Grantee records this Agreement then upon termination of the easement, Grantee shall, at its own expense, file in the office of the Sheridan County Clerk and Recorder a written instrument acknowledging termination of the easement.

Exercise of Care; Restoration and Repair. Grantee shall exercise reasonable care and comply with all laws and governmental regulations while on or about the Grantor Parcel. Grantee shall not create, permit, or at any time leave the Grantor Parcel in an unsafe condition. Grantee shall not materially interfere with Grantor's use of the Grantor Parcel and will not interfere with Grantor's

tenants use of their leased portions of Grantor Parcel. Grantee shall restore the Grantor Parcel to the condition that existed at the time that Grantee entered onto the Grantor Parcel.

Hold Harmless, Defend and Indemnify. Grantee agrees that it will, at its own expense, defend Grantor against any and all claims arising from Grantee's use of the easement, will indemnify Grantor for any loss which Grantor sustains as a result of Grantee's use of such easement and hold Grantor harmless from any and all claims arising from Grantee's use of such easement. Such claims include, but are not limited to, claims for injuries or death sustained by any of Grantee's employees, contractors, subcontractors, agents, customers, invitees, or any inspector or salesman who comes upon the easement.

Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication to or for the general public or for any public purposes whatsoever, it being the intention of the parties that this Agreement be strictly limited to and for the purposes expressed herein.

Notice. All notices shall be in writing and shall be sent by either personal delivery, a reputable overnight courier which keeps receipts of delivery (such as UPS or Federal Express), through the facilities of the United States Post Office, postage prepaid, certified or registered mail, return receipt requested. Any such notice shall be effective upon delivery, if delivered by personal delivery or overnight courier, and seventy-two (72) hours after dispatch, if sent by U.S. mail in accordance with the above. Notices to the respective parties shall be sent to the following addresses unless written notice of a change of address has been previously given pursuant to:

If to Grantor:

T and C, LLC
700 North Main Street
Sheridan, WY 82801
Atten: Kon Ho In

If to Home Depot:

Home Depot U.S.A., Inc.
370 Corporate Center Drive North
Tukwila, WA 98188
Atten: Real Estate Manager
Store No. SS-00722.2002

With copy to:

Home Depot U.S.A., Inc.
3800 West Chapman Avenue
Orange, CA 92868
Atten: Sr. Corporate Counsel - Real Estate
Store No. SS-00722.202

And copy to:

Parsons Behle & Latimer
201 South Main Street, Suite 1800
P. O. Box 458898
Salt Lake City, UT 84145-0898
Attn: Shawn C. Ferrin

Modification. This Agreement may be modified only by a written agreement signed by both parties.

Waiver. No waiver by either party of any right or obligation hereunder shall be effective unless in writing and signed by both parties. The waiver of any right under this Agreement as to a particular transaction or occurrence shall be deemed a waiver as to any future transaction or occurrence.

Severability. If any term or provision of this Agreement is to any extent invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be valid and enforceable to the fullest extent permissible by law.

Successors. This Agreement shall inure to the benefit of and be binding upon the parties' successors and assigns.

Relationship of Parties. The parties shall not, by this Agreement nor by any act of either party, be deemed principal and agent, limited or general partners, joint venturers, or of any other similar relationship to each other in the conduct of their respective businesses or otherwise.

Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights upon any person or entity other than the parties and Indemnities and their successors and assigns. No other party, including, without limitation, any real estate brokers, may enforce any term or provision of this Agreement.

Interpretation. The captions of the sections of this Agreement are for convenience only and shall govern or influence the interpretation hereof. This Agreement is the result of negotiations between the parties and accordingly shall not be construed for or against either party regardless of which party drafted this Agreement or any portion thereof.

Attorney's Fees. In the event of any litigation arising from or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs of litigation.

Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Wyoming.

Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.


Entire Agreement. This Agreement sets forth the entire understanding of the parties as to the matters set forth herein and cannot be altered or otherwise amended, except pursuant to the instrument in writing signed by each of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Temporary Construction Easement as of the date first set forth above.

GRANTEE:
HOME DEPOT U.S.A., Inc.,
a Delaware corporation

By: _____
its _____ (Print name)

GRANTOR:
T AND C, LLC,
a Wyoming liability company

By: 
Kon Ho In,
its Manager

STATE OF CALIFORNIA)
 : ss.
County of Orange)

The above and foregoing instrument was acknowledged before me this ____ day of _____, 2006, by _____, the _____ of HOME DEPOT U.S.A., INC., a Delaware corporation.

WITNESS my hand and official seal.

Notary Public

My Commission expires: _____

STATE OF WYOMING)
 : ss.
County of Sheridan)

The above and foregoing instrument was acknowledged before me this 17th day of February, 2006, by Kon Ho In, the Manager of T and C, LLC, a Wyoming limited liability company.

WITNESS my hand and official seal.

Carole A. Tarver
Notary Public

My Commission expires: March 10, 2009



Attorney's Fees. In the event of any litigation arising from or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs of litigation.

Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Wyoming.

Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the parties have executed this Temporary Construction Easement as of the date first set forth above.

GRANTEE:
HOME DEPOT U.S.A., Inc.,
a Delaware corporation

GRANTOR:
T AND C, LLC,
a Wyoming liability company

By: *Ann K. Jerhoff*
its Ann K. Jerhoff (print name)
Director - Legal

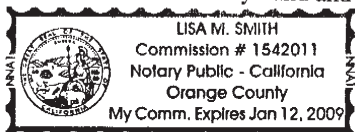
By: _____
Kon Ho In,
its Manager

SCF

STATE OF CALIFORNIA)
: ss.
County of Orange)

The above and foregoing instrument was acknowledged before me this 20 day of February, 2006, by Ann K. Jerhoff, the Director - Legal of HOME DEPOT U.S.A., INC., a Delaware corporation.

WITNESS my hand and official seal.



Lisa M. Smith
Notary Public

My Commission expires: _____

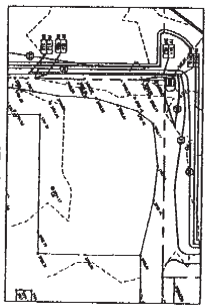
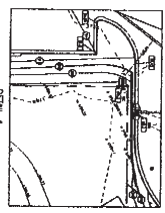
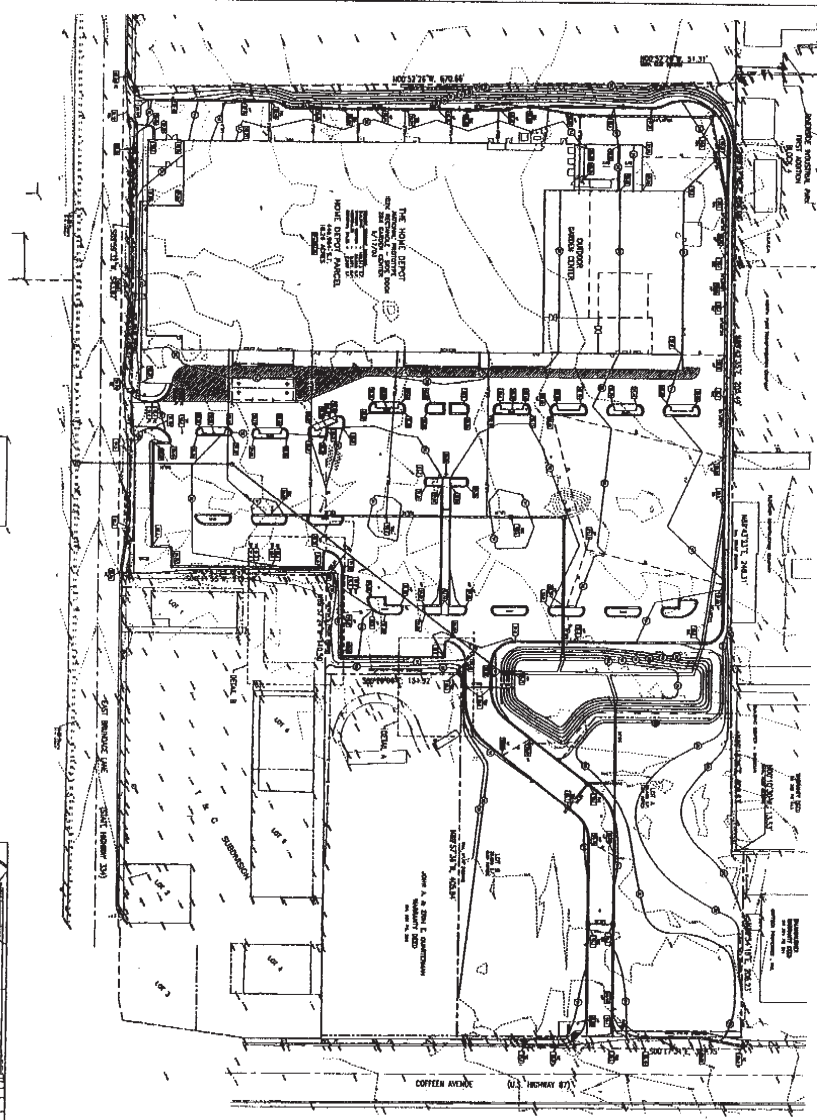
STATE OF WYOMING)
: ss.

EXHIBIT A
The Plan

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SCF



GENERAL NOTES:

1. THE HOME DEPOT HAS REVIEWED AND APPROVED THE CONSTRUCTION PLANS FOR THE PROPOSED SITE. THE HOME DEPOT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE PLANS OR THE RESULTS OF THE CONSTRUCTION.
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LEGEND:

- 1. CONCRETE PAVEMENT
- 2. ASPHALT PAVEMENT
- 3. GRAVEL
- 4. EXISTING PAVEMENT
- 5. EXISTING CURB
- 6. EXISTING DRIVEWAY
- 7. EXISTING SIDEWALK
- 8. EXISTING STREET LIGHT
- 9. EXISTING UTILITY
- 10. EXISTING TREE
- 11. EXISTING FENCE
- 12. EXISTING SIGN
- 13. EXISTING BUILDING
- 14. EXISTING ROAD
- 15. EXISTING RAILROAD
- 16. EXISTING AIRPORT
- 17. EXISTING WATERWAY
- 18. EXISTING WETLAND
- 19. EXISTING WOODLAND
- 20. EXISTING PRAIRIE
- 21. EXISTING CROPLAND
- 22. EXISTING BARREN LAND
- 23. EXISTING DESERT
- 24. EXISTING TUNDRA
- 25. EXISTING TROPICAL FOREST
- 26. EXISTING TEMPERATE FOREST
- 27. EXISTING BOREAL FOREST
- 28. EXISTING ALPINE TUNDRA
- 29. EXISTING MOUNTAIN
- 30. EXISTING HILL
- 31. EXISTING VALLEY
- 32. EXISTING PLAIN
- 33. EXISTING SANDHILL
- 34. EXISTING DUNE
- 35. EXISTING BEACH
- 36. EXISTING LAKE
- 37. EXISTING RIVER
- 38. EXISTING STREAM
- 39. EXISTING CREEK
- 40. EXISTING POND
- 41. EXISTING SWAMP
- 42. EXISTING MARSH
- 43. EXISTING WETLAND
- 44. EXISTING WOODLAND
- 45. EXISTING PRAIRIE
- 46. EXISTING CROPLAND
- 47. EXISTING BARREN LAND
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- 95. EXISTING PRAIRIE
- 96. EXISTING CROPLAND
- 97. EXISTING BARREN LAND
- 98. EXISTING DESERT
- 99. EXISTING TUNDRA
- 100. EXISTING TROPICAL FOREST

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THE HOME DEPOT
NWC EAST BRUNDAIGE LANE & COFFEEN AVE.
SHERIDAN, WYOMING

THE HOME DEPOT
1000 WEST BRUNDAIGE LANE
SHERIDAN, WYOMING 82801
307.633.1234

Safeway, Sprague & Associates
Design Engineering Planning
1000 WEST BRUNDAIGE LANE
SHERIDAN, WYOMING 82801
307.633.1234

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