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Book 2008 of Photos, Page 497

When Recorded Return To:

Parsons Behle & Latimer
One Utah Center
201 South Main Street, Suite 1800
Post Office Box 45898
Salt Lake City, Utah 84145-0898
Attention: Shawn C. Ferrin

**DECLARATION OF
RESTRICTIVE COVENANTS AND EASEMENTS**

THIS DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS (this "Declaration") is made as of September 22, 2004 by HOME DEPOT U.S.A., INC., a Delaware corporation ("Home Depot"), with reference to the following:

A. Home Depot is the owner of that certain parcel of real property (the "Shopping Center Property") located in Campbell County ("County"), State of Wyoming, and legally described as follows:

Lots 1 and 2, Home Depot Subdivision, Campbell County, Wyoming according to the official plat thereof filed for record August 20, 2004 in Book 7 of Plats, Page 270 of the records of Campbell County, Wyoming.

B. As used in this Declaration, the term "Outparcel" shall mean that certain parcel of real property consisting of approximately 1.05 acres of land legally described as follows:

Lot 2, Home Depot Subdivision, Campbell County, Wyoming according to the official plat thereof filed for record August 20, 2004 in Book 7 of Plats, Page 270 of the records of Campbell County, Wyoming.

C. As used in this Declaration, the term "Home Depot Property" shall mean that certain parcel of real property legally described as follows:

Lot 1, Home Depot Subdivision, Campbell County, Wyoming according to the official plat thereof filed for record August 20, 2004 in Book 7 of Plats, Page 270 of the records of Campbell County, Wyoming.

The Outparcel and the Home Depot Property are individually referred to as a "Parcel" and collectively as the "Parcels".

D. Home Depot plans to develop an integrated retail/commercial shopping center on the Shopping Center Property as shown on the site plan attached on Exhibit "A" ("Site Plan").

E. Home Depot desires to impose certain restrictions on the Outparcel for the benefit of the Home Depot Property and grant access and storm detention easements for the benefit of the Outparcel.

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F. The creation, use and maintenance of the easements and restrictions granted herein will be beneficial to all of the Shopping Center Property.

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Home Depot declares as follows:

ARTICLE I - EASEMENTS

1.1 Ingress and Egress. Home Depot, as grantor, hereby grants to the owner of the Outparcel, as grantee, for the benefit of the Outparcel, and for the use of the owner of the Outparcel and its officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, assignees, subtenants, and concessionaires ("Permittees"), a nonexclusive easement for ingress and egress by vehicular and pedestrian traffic upon, over and across that portion of the of the Shopping Center Property designated on the Site Plan as the "Access Easement Area" ("Access Easement"). To the extent any portion of the Access Easement is improved with sidewalks, landscape areas, traffic islands or other similar improvements evidencing that a portion of the Access Easement is to be utilized by pedestrians and not by automobiles, such portion of the Access Easement shall not be utilized by automobiles or other similar vehicles. No parking by the owner of the Outparcel or its Permittees shall be allowed on the Access Easement.

1.2 Storm Drainage and Detention Easements.

(a) Detention Pond Easement. Home Depot, as grantor, hereby grants and conveys to the owner of the Outparcel, as grantee, for the use and benefit of the owner of the Outparcel and its Permittees, a perpetual, non-exclusive right and easement to drain storm water run-off from the Outparcel onto the storm water detention facility located on the Shopping Center Property and designated on the Site Plan as the "Detention Pond" (the "Detention Pond") upon the following conditions and terms: (i) the grades and the surface water drainage systems for the Outparcel shall remain in strict conformance with the Grading, Drainage and Utility Plans for the Shopping Center Property prepared by Galloway Romero & Associates ("Approved Plans"), a copy of which is referenced on Exhibit "B", and (ii) the owner of the Outparcel shall not alter or permit to be altered the surface of the Outparcel if such alteration (A) is not in conformance with the Approved Plans, (B) would materially increase the flow of surface water into the Detention Pond, either in the aggregate or by directing the flow of surface water to a limited area, or (C) would violate any laws, statutes, ordinances, codes, decrees, rulings, regulations, writs, injunctions, orders, rules, or conditions of approval or authorization of any governmental entity, agency or political subdivision whether now in force or which may hereafter be in force (collectively "Governmental Regulation") or other governmental requirement connected with the maintenance in good standing of any governmental permit or approval held by the owner of the property where the Detention Pond is located.

(b) Tax: Construction. The owner of the Home Depot Property and the owner of the Outparcel agree to reasonably cooperate with each other and jointly pursue (i) if requested by owner of the Home Depot Property, the creation of a separate tax lot for the Detention Pond, and (ii) if appropriate (as reasonably determined by the owner of the Home Depot Property) an appeal of the valuation or classification of the Detention Property and real property taxes for the

same. In the course of any construction the owner of the Outparcel may undertake or cause to be undertaken on the Outparcel, the owner of the Outparcel shall conform with all applicable Governmental Regulations.

(c) Indemnity. The owner of the Outparcel shall indemnify, defend, protect and hold the owner of the Home Depot Property and its officers, directors, shareholders, employees, tenants, and agents (collectively, "Indemnities") harmless from and against any and all causes of action, claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and court costs) arising out of or related to a violation of the terms and conditions of storm water/water quality permits and/or an illegal discharge into the Detention Pond a result of activities by the owner of the Outparcel or its Permittees, unless such damage or destruction is caused solely by the negligent or willful act or omission of the Indemnities.

1.3 Dedication to Public Entities. Without the prior written consent of owner of the Home Depot Property, which consent may be granted or withheld in the sole and absolute discretion of owner of the Home Depot Property, the owner of the Outparcel shall not grant any easement across the Outparcel for the benefit of any property not within the Shopping Center Property; provided, however, that the foregoing shall not prohibit the granting or dedicating of easements by the owner of the Outparcel on the Outparcel to governmental or quasi-governmental authorities or to public utilities to service the Outparcel.

1.4 No Merger. Notwithstanding an owner's ownership of more than one Parcel, the easements granted hereunder shall burden the Home Depot Property and benefit the Outparcel, without merger as a result of such common ownership, and upon conveyance of a Parcel so that such Parcel ceases to be under common ownership, neither the owner conveying said Parcel nor the owner acquiring said Parcel shall need to execute additional documentation to evidence the existence of said easements, and said easements shall relate back to and shall be deemed to have been created as of the date this Declaration is recorded in the office of the recorder of the county in which the Shopping Center Property is located.

1.5 Modification. The owner of the Home Depot Property may modify or relocate the Easement Area and the Detention Pond; provided, however, that such modification or relocation does not materially impair the owner of the Outparcel's practical use of the Easement Area and the Detention Pond and said modification or relocation has been approved by the owner of the Outparcel, which approval will not be unreasonably withheld, conditioned or delayed.

ARTICLE II - MAINTENANCE RESPONSIBILITIES

2.1 Maintenance Fee. The Easement Area and the Detention Pond shall be kept and maintained by the owner of the Home Depot Property (i) in good condition and repair, and (ii) in compliance with Governmental Regulations. On or before first day of each calendar year beginning on January 1, 2005, the owner of the Outparcel shall deliver to the owner of the Home Depot Property \$750.00 (subject to adjustment as hereinafter provided), as the contribution of the owner of the Outparcel toward the cost of the maintenance by the owner of the Home Depot Property of the Easement Area and the Detention Pond (as the same may be increased from time to time, the "Maintenance Fee"). The initial Maintenance Fee shall be increased by five percent (5%) as of January 1, 2010 and the then current Maintenance Fee shall be increased by

five percent (5%) as of January 1st of each successive fifth anniversary thereafter. Notwithstanding any other provisions hereof, if the owner of the Outparcel or any of its successors or assigns or their respective agents, representatives, invitees, guests, tenants or licensees, damages the Easement Area or the Detention Pond, the owner of the Outparcel shall reimburse the owner of the Home Depot Property for the costs and expenses for the repair and restoration of such damage within thirty (30) days after receipt of an invoice from the Home Depot Property, and in the event the owner of the Outparcel fails to make such payment within such 30-day period, the owner of the Outparcel shall be required to pay interest on the amount due at the lesser of (a) the maximum rate allowed by law or (b) fifteen percent (15%) per annum until payment is made.

ARTICLE III - PROPERTY COVENANTS

3.1 Restrictions on Outparcel. The Outparcel shall be owned and used subject to the following restrictive covenants, which shall run with the land and be binding upon the owner of the Outparcel and each of its Permittees, and its and their respective successors and assigns:

(a) Parking. The parking area on the Outparcel shall contain sufficient ground level parking spaces in order to comply with the following minimum requirements, without reliance on parking spaces located on any other Parcel:

(i) five (5) parking spaces for each one thousand (1,000) square feet of floor area;

(ii) if a business use contains a drive-up or drive-thru unit (such as a remote banking teller or food ordering/dispensing facility), then there shall also be created space for stacking not less than five (5) automobiles (exclusive of any drive-aisle) for each drive-up unit;

(iii) ten (10) parking spaces for each one thousand (1,000) square feet of floor area for each single operation or business which requires a governmental permit, license and/or authorization to prepare and/or serve food for either on- or off-site consumption ("Restaurant").

(iv) twelve (12) parking spaces for each one thousand (1,000) square feet of Floor Area for each Restaurant which has at least five thousand (5,000) square feet of Floor Area, but less than seven thousand (7,000) square feet of floor area;

(v) twenty (20) parking spaces for each one thousand (1,000) square feet of Floor Area for each Restaurant which has seven thousand (7,000) square feet of floor area or more.

(vi) If the minimum number of parking spaces required by Governmental Regulations is greater than the minimum requirements set forth above, then the minimum number of parking spaces as required by Governmental Regulations shall control.

(vii) In no event shall any Permittees of the owner of the Outparcel or any business on the Outparcel park on the Home Depot Property.

(b) Home Improvement Store Restrictions. No portion of the Outparcel shall be used for a home improvement center or for any business which sells, displays, leases, rents or distributes the following items or materials, singly or in any combination: lumber, hardware, tools, plumbing supplies, pool supplies, electrical supplies, paint, wallpaper and other wallcoverings, window treatments (including draperies, curtains and blinds), kitchen or bathrooms or components thereof (including tubs, sinks, faucets, mirrors, cabinets, showers, vanities, countertops and related hardware), windows, hard and soft flooring (including tile, wood flooring, rugs and carpeting), siding, ceiling fans, gardening and garden nursery supplies, artificial and natural plants, outdoor cooking equipment and accessories, patio furniture and patio accessories, Christmas trees, indoor and outdoor lighting systems and light fixtures, cabinets and unfinished and finished furniture, kitchen and household appliances, closet organizing systems, pictures or picture framing, interior design services, or other products generally sold in a retail home improvement center, except for the incidental sale of such items.

(c) Shopping Center Restrictions.

(i) No portion of the Outparcel shall be used for any non-retail use or for any of the following purposes: a surplus store; gun range; the sale of guns as a primary use; car wash facility or gasoline station; a warehouse; an animal kennel; theater, auditorium, sports or other entertainment viewing facility (whether live, film, audio/visual or video); bowling alley; skating rink; fitness center, workout facility, gym, health spa or studio, or exercise facility; Restaurants which derive more than 35% of their gross sales from alcohol sales.

(ii) No portion of the Outparcel shall be used for any of the following purposes: a business selling so-called "second hand" goods (the term "second hand" shall mean stores which sell goods primarily as a service to the public rather than to a retail customer for a profit); mortuary; any establishment engaged in the business of selling, exhibiting or delivering pornographic or obscene materials; a so-called "head shop"; off-track betting parlor; junk yard; recycling facility or stockyard; motor vehicle or boat dealership, repair shop (including lubrication and/or service center) that stores vehicles outdoors overnight, body and fender shop, or motor vehicle or boat storage facility; a mini-storage or self-storage facility; a laundromat or dry-cleaning facility (but this shall not be deemed to prohibit nominal supportive facilities for on-site service oriented to pickup and delivery by the ultimate consumer); a bar, tavern or cocktail lounge; a discotheque, dance hall, comedy club, night club or adult entertainment facility; billiard or pool hall; massage parlor, game parlor or video arcade (which shall be defined as any store containing more than three (3) electronic games); a beauty school, barber college, reading room, place of instruction or any other operation catering primarily to students or trainees and not to customers (but shall specifically not prohibit a school which is incidental to a primary retail purpose); office usage other than incidental in connection with non-prohibited uses; industrial or manufacturing uses, school or house of worship.

(iii) Without the prior written consent of the owner of the Home Depot Property, the following shall not be allowed to operate on the Outparcel: traveling carnivals, fairs, auctions, shows, kiosks, booths for the sale of fireworks, sales by transient merchants utilizing vehicles or booths and other promotions of any nature.

(iv) No portion of the Outparcel shall be used for a business or use which creates strong, unusual or offensive odors, flames, dust or vapors; emits noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness; creates unusual fire, explosive or other hazards, or materially increases the rate of insurance for the Home Depot Property.

(v) No oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any portion of the Outparcel, nor shall oil wells, tanks, tunnels, or mineral excavation or shafts be permitted upon the surface of any portion of the Outparcel, or within five hundred (500) feet below the surface of any of the Parcels. No derrick or other structure designed for use in boring for water, oil, natural gas or other minerals shall be erected, maintained or permitted on the Outparcel.

(d) Development Restrictions. The total square footage of buildings on the Outparcel shall not exceed 6,500 square feet of floor area. All unimproved portions of the Outparcel shall be covered by decomposed granite, gravel, sod, hydroseed or as otherwise permitted by Governmental Regulations and kept weed free and clean at the sole cost and expense of the owner of the Outparcel until such time as buildings are constructed thereon. No building on the Outparcel shall be built in such a manner as to adversely affect the structural integrity of any other building on the Shopping Center Property. No Building on the Outparcel (including any landscaping located thereon) shall exceed one (1) story and twenty-four (24) feet in height, inclusive of all architectural embellishments, mechanical fixtures, signage and television equipment, and screening for same. No mezzanine or basement shall be used for the sale or display of merchandise or for the offer or provision of retail services to the public. The building to be constructed on the Home Depot Property may be built as Category V-NR (non-rated), as that category is defined pursuant to the Uniform Building Code 2000 Edition (UBC).

ARTICLE IV - MISCELLANEOUS PROVISIONS

4.1 Insurance/Indemnification.

(a) Liability Insurance. The owner of the Outparcel shall at all times during the duration of this Declaration maintain and pay for comprehensive general liability insurance naming the owner of the Home Depot Property as an additional insured on the policy or policies for a combined bodily injury and property damage limit of liability not less than \$1,000,000.00 for each occurrence. The owner of the Outparcel further shall, upon request to deliver a certificate or certificates from an insurance company or insurance companies evidencing the existence of such insurance and naming the owner of the Home Depot Property as an additional insured.

(b) Indemnification. The owner of the Outparcel shall defend, indemnify, protect and hold the owner of the Home Depot Property harmless for, from and against any and all causes of action, claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and court costs) in connection with the loss of life, personal injury and/or damage to property (i) arising from or out of any occurrence in or upon the Outparcel or the use of the Easement Area or the Detention Pond by the owner of the Outparcel or its Permittees, including their own negligence; (ii) occasioned wholly by any negligent or willful act or omission of the

owner of the Outparcel or its Permittees; or (iii) in connection with the failure to comply with the provisions of this Declaration.

4.2 Failure to Pay, Lien.

(a) Right to Lien. If the owner of the Outparcel fails to pay the Maintenance Fee or any other amounts due to the owner of the Home Depot Property within fifteen (15) days after such payment is due, then the owner of the Home Depot Property shall, in addition to any other rights or remedies available hereunder, have the right to record a lien on the Outparcel for the amount of the unpaid payment together with accrued interest at the rate of ten percent (10%) per annum from the date of default.

(b) Effectiveness of Lien. The liens provided for in Section 4.2(a) above shall only be effective when filed as a claim of lien against the Outparcel in the office of the Recorder for Campbell County, Wyoming, signed and verified by the owner of the Home Depot Property, which shall contain at least:

- (i) The name of the owner of the Outparcel;
- (ii) A description of the Outparcel; and
- (iii) An itemized statement of all amounts due and payable pursuant

hereto.

The lien shall attach from the date a claim of a lien is recorded and may be enforced in any manner allowed by law, including, but not limited to, by suit in the nature of an action to foreclose a mortgage or mechanic's lien under the applicable provisions of the laws of the State of Wyoming. The owner of the Home Depot Property shall release the claim of lien once the costs and expenses secured by the lien have been paid in full.

(c) Priority of Lien. The claim of lien, when so established against the real property described in the claim of lien, shall be prior and superior to any right, title, interest, lien or claim which may be or has been acquired or attached to such real property after the time of filing the claim of lien, and shall be subordinate to any others.

4.3 Time of the Essence. Time is of the essence of this Declaration.

4.4 Amendment. Extent otherwise set forth herein, only upon the written consent of the owners of the Outparcel and Home Depot Property may this Declaration be amended, modified or terminated.

4.5 Waiver. Each and every covenant and agreement contained herein shall be for any and all purposes hereof construed as separate and independent and the breach of any covenant by any party shall not release or discharge such party from its obligations hereunder. No delay or omission by any party to exercise its rights accruing upon any noncompliance or failure of performance by any party shall impair any such right or be construed to be a waiver thereof. A waiver by any party hereto of any of the covenants, conditions or agreements to be performed by

any other party shall not be construed to be a waiver of any succeeding breach or of any other covenants, conditions or agreements contained herein.

4.6 Severability. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any then applicable law and shall be limited to the extent necessary to render the covenants herein valid and enforceable. If any term, provision, covenant or agreement contained herein or the application thereof to any person, entity or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remaining terms, provisions, covenants or agreements or the application of such term, provision, covenant or agreement to persons, entities or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

4.7 Binding Effect; Appurtenance. This Declaration shall be binding upon and inure to the benefit of the owner of the Outparcel and the owner of the Home Depot Property and their respective successors and assigns, including successors in title. Notwithstanding the foregoing, each owner shall be responsible only for the obligations, indemnities, duties, liabilities and responsibilities set forth in this Declaration that accrue during the period of time during which such owner holds fee simple title to the Parcels or portion thereof. Upon conveyance of the Parcels or a portion thereof, the owner making such conveyance shall be relieved from the obligations, duties, indemnities and responsibilities hereunder arising from and after the date of such conveyance as to such Parcel, or portion thereof conveyed, and the successor owner shall become obligated hereunder for all matters arising from and after the date of conveyance. The rights and privileges and easements granted and conveyed hereunder shall exist for the benefit of, and be a burden upon, the Home Depot Property and the Outparcel and shall run with title to, and be appurtenant to, such Parcels.

4.8 Notices. All notices, requests, demands or other communications hereunder shall be in writing and shall be delivered by personal delivery, overnight mail or delivery service, facsimile (provided that a copy thereof shall be sent concurrently to the intended recipient by one of the other methods provided herein), or United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

| | |
|-------------------|---|
| If to Home Depot: | Home Depot U.S.A., Inc. 2455 Paces Ferry Road Atlanta, Georgia 30339 Attention: Vice President - Real Estate Law Telephone Number: (770) 433-8211 Facsimile Number: (770) 384-3042 HD Store #6005 |
|-------------------|---|

| | |
|--|---|
| If the notice is sent within 180 days following the date hereof, with a copy to: | Parsons Behle & Latimer One Utah Center 201 South Main Street, Suite 1800 Post Office Box 45898 Salt Lake City, Utah 84145-0898 Attention: Shawn C. Ferrin |
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Owner of the Outparcel:

To the address for mailing tax bills set forth in the latest real property tax rolls available at the time notice is given.

or to such other address as any party may from time to time designate by notice in writing to the other parties. Any such notice, request, demand or communication shall be deemed to have been given on the date of mailing. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section shall constitute delivery.

4.9 Remedies. In the event an owner fails to perform the maintenance, repair or other work required by this Declaration, or fails to perform the work in accordance with the requirements of this Declaration, or otherwise breaches the terms of this Declaration, the non-defaulting owner may notify the defaulting owner and shall specify the deficiencies in the work or the breach. If such deficiencies are not corrected, or the breach not cured, within thirty (30) days after receipt of such notice, or such longer period reasonably required to cure or correct such deficiencies, then such non-defaulting owner shall have the right to correct such deficiencies or perform the work (even if such work must be undertaken on the defaulting owner's Parcel) or cure the breach, and recover all actual costs and expenses related thereto from the defaulting owner. Notwithstanding the foregoing, in the event that the failure to perform the work, or failure to perform the work in the manner required in this Declaration, or the breach of this Declaration, creates an imminent danger of damage to persons or properties, or jeopardizes the continuance of business operations on any Parcel, no notice shall be required prior to the non-defaulting owner commencing such work or commencing a cure.

4.10 Covenants Run With the Land. All the covenants, conditions, restrictions, easements, terms and provisions hereof are and shall be deemed to be covenants running with the property described herein and shall burden and benefit such property as described herein and, with respect to such property, each owner, the holders or owners of any mortgage, indenture, deed of trust or deed to secure debt encumbering any of such property, any purchaser at a foreclosure sale, any other person or entity acquiring any right, title or interest in such property and their respective heirs, executors, administrators, representatives, successors and assigns. Each owner shall be released from its obligations hereunder following the conveyance of its interest in its respective Property.

4.11 Continuation Notwithstanding Breach. It is expressly agreed that no breach of this Declaration shall entitle any party hereto to cancel, rescind or otherwise terminate this Declaration. Such limitation, however, shall not affect in any manner any other rights or remedies which such party may have hereunder by reason of such breach.

4.12 Entire Agreement. This Declaration and the exhibits attached hereto contain the entire agreement between the parties hereto with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are superseded in total by this Declaration and exhibits hereto.

4.13 Construction. The provisions of this Declaration shall be construed as a whole according to their common meaning and not strictly for or against any party hereto.

4.14 Governing Law. This Declaration shall be construed in accordance with the laws of Wyoming, without regard to conflicts laws or choice of law rules thereof.

4.15 Estoppel Certificates. Upon the request of any owner, the other owners shall issue to any party designated by the requesting owner an appropriate certificate certifying whether the owner to whom the request is made knows of any default under this Declaration or of any assignment, modification or amendment to this Declaration (and the nature and extent of any such default or other known matter) and whether, to that owner's knowledge, this Declaration is in full force and effect. The certificate may be relied upon by a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary and shall constitute a waiver of any claim by the certifying party based upon facts contrary to the certificate of which that owner had knowledge at the time of making the certificate. The certificate shall not subject the owner furnishing the certificate to any liability for any inaccurate statement which such party in good faith believed was correct when made or any obligation to correct or disclose any change in the information certified.

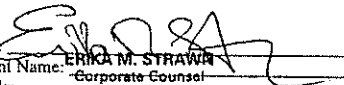
4.16 Term. This Declaration and the easements, rights, obligations and liabilities created hereby shall be perpetual to the extent permitted by applicable law, and if not permitted by applicable law to exist in perpetuity, shall exist for the longest duration permitted thereby.

4.17 Development Plan. The Outparcel shall be subject to the Development Plan attached hereto as Exhibit "C", which is incorporated herein by this reference. Home Depot agrees that it will not oppose an amendment to the Development Plan for the Outparcel provided that said amendment is in accordance with (i) Governmental Regulations, as amended, and (ii) the terms and conditions of this Declaration.

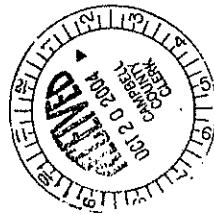
IN WITNESS WHEREOF, Home Depot has executed this Declaration as of the day and year first written above.

HOME DEPOT:

HOME DEPOT U.S.A., INC., a Delaware corporation

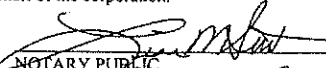
By: 
Print Name: ERICA M. STRAWN
Title: Corporate Counsel

SCF



STATE OF California
: ss.
COUNTY OF Orange

The foregoing instrument was acknowledged before me this ~~30~~ 1 day of October 2004, by Erica M Strawn Corporate Counsel of Home Depot U.S.A., Inc., a Delaware corporation, on behalf of the corporation.


NOTARY PUBLIC
Residing at: Pleasanton, Ca

My Commission Expires:
1-12-05



EXHIBIT "A"

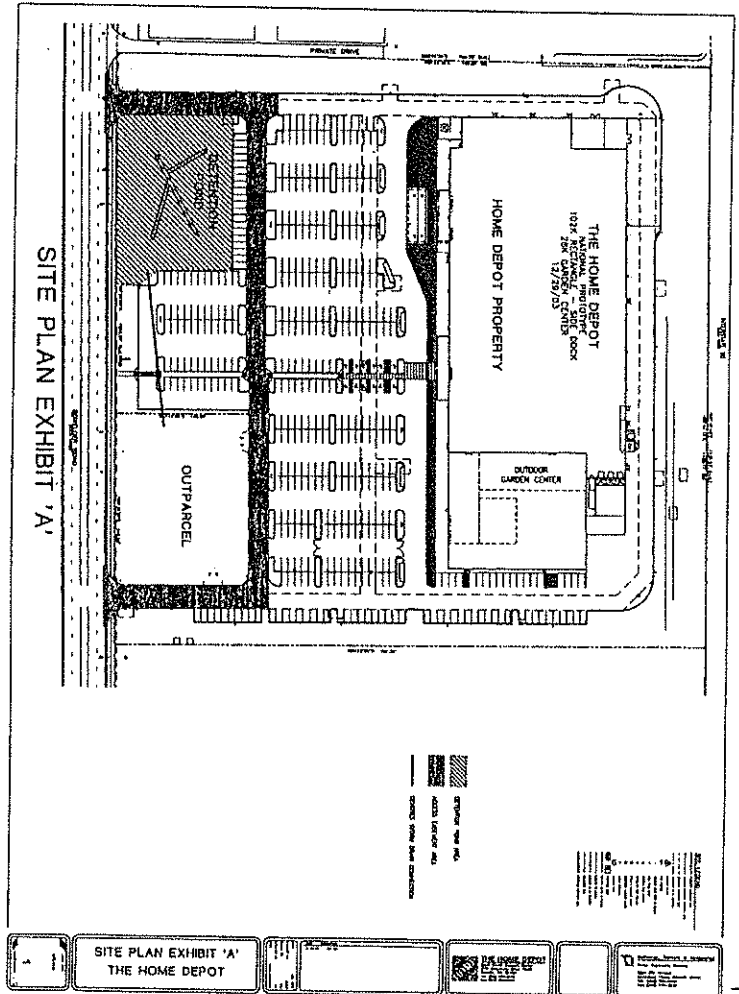
Site Plan

[See Attached.]

610827.3

SLP





NSJ

EXHIBIT "B"

Approved Plans

[See Attached.]

610827.3

SLP



EXHIBIT 'B'
LIST OF APPROVED PLANS
Permit No. 04EN26 dated September 17, 2004

| | |
|---|---------|
| COVER SHEET AND NOTES | G10.0 |
| ALTA/ACSM LAND TITLE SURVEY | 1 OF 2 |
| ALTA/ACSM LAND TITLE SURVEY | 2 OF 2 |
| SITE PLAN | CS1.1 |
| HORIZONTAL CONTROL PLAN | CS1.2 |
| SITE DETAILS | CS5.1 |
| SITE DETAILS | CS5.2 |
| GRADING PLAN OVERALL | CG1.0 |
| GRADING PLAN WEST | CG1.1 |
| GRADING PLAN EAST | CG1.2 |
| ALTERNATE GRADING PLAN | CG1.0a |
| SWPPP EROSION CONTROL NOTES AND DETAILS | CE0.0 |
| SWPPP EROSION CONTROL PLAN OVERALL | CE1.0 |
| SWPPP EROSION CONTROL PLAN WEST | CE1.1 |
| SWPPP EROSION CONTROL PLAN EAST | CE1.2 |
| SWPPP DRAINAGE PLAN OVERALL | CE1.3 |
| SWPPP DRAINAGE PLAN WEST | CE1.4 |
| SWPPP DRAINAGE PLAN EAST | CE1.5 |
| MASTER UTILITY PLAN | CU1.1 |
| LIGHTING PLAN | CU1.2 |
| STORM SEWER PLAN AND PROFILE | CST 1.1 |
| STORM SEWER PLAN AND PROFILE | CST 1.2 |
| STORM SEWER PLAN AND PROFILE | CST 1.3 |
| STORM SEWER PLAN AND PROFILE | CST 1.4 |
| STORM SEWER DETAILS AND NOTES | CST 5.1 |
| SANITARY SEWER PLAN AND PROFILE | CSS1.1 |
| SANITARY SEWER PLAN AND PROFILE | CSS1.2 |
| SANITARY SEWER DETAILS AND NOTES | CSS5.1 |
| WATER LINE PLAN AND PROFILE | CW1.1 |
| WATER LINE PLAN AND PROFILE | CW1.2 |
| WATER LINE PLAN AND PROFILE | CW1.3 |
| WATER LINE PLAN AND PROFILE | CW1.4 |
| WATER LINE DETAILS AND NOTES | CW5.1 |
| WATER LINE DETAILS AND NOTES | CW5.2 |
| STRIPING AND PAVEMENT PLAN | CP1.1 |
| LANDSCAPE PLAN | L1.1 |

48

Book 2008 of Photos, Page 512

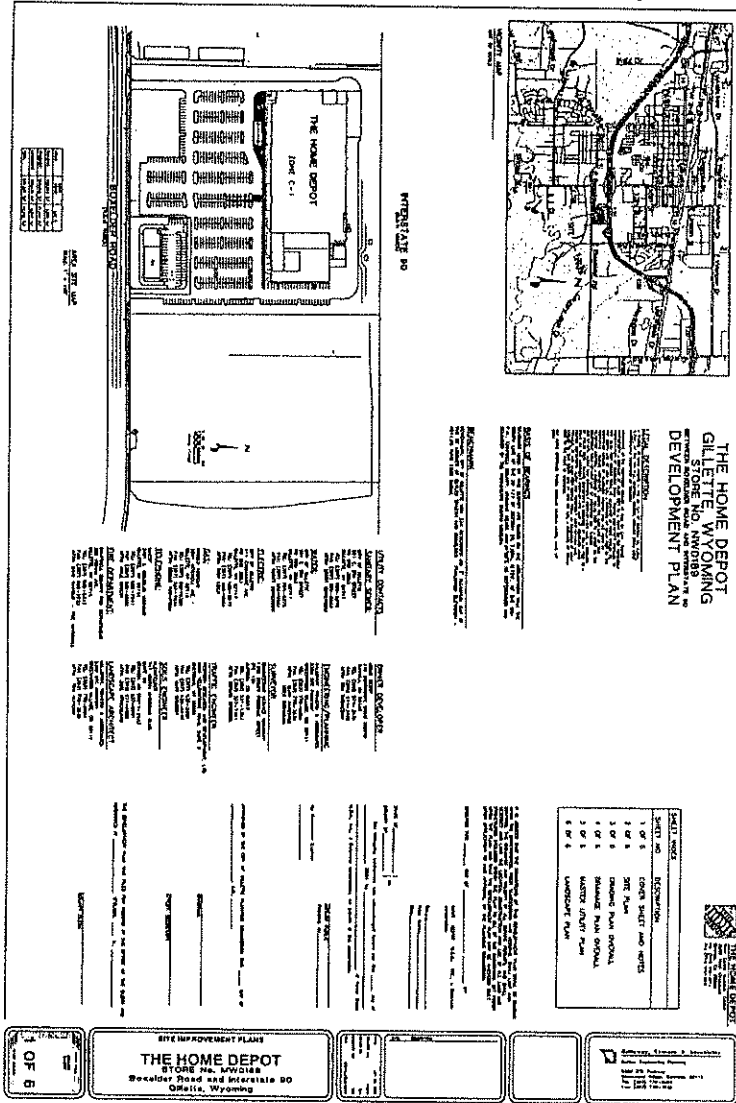
EXHIBIT "C"

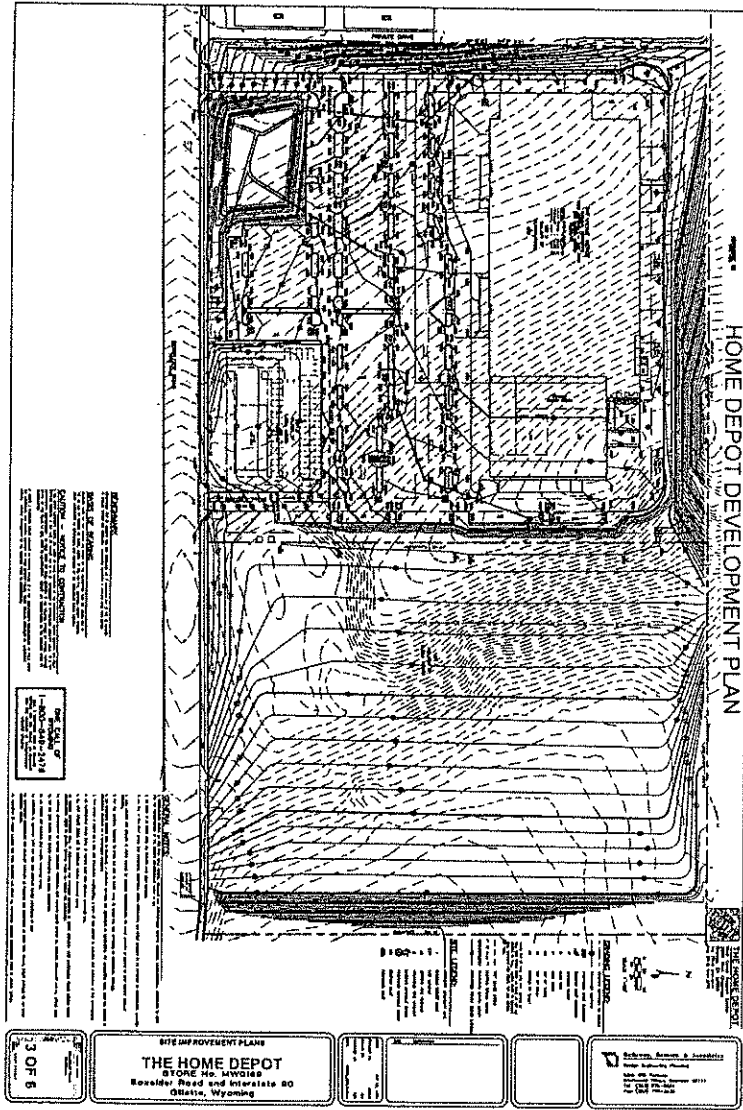
Development Plan

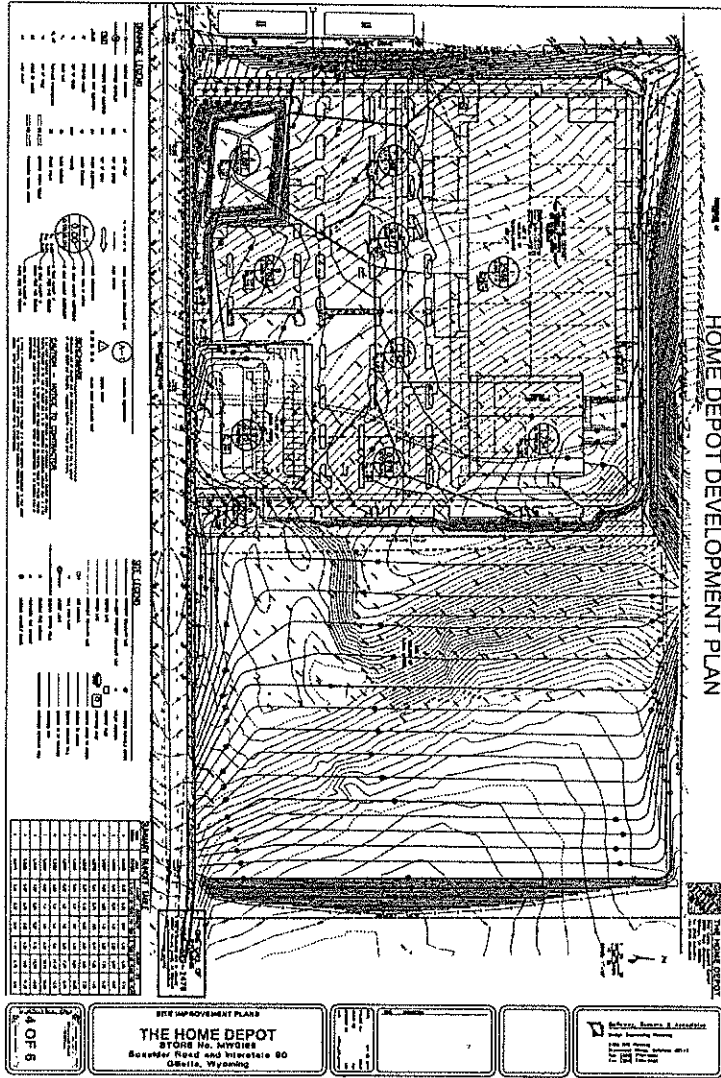
[To be attached by Title Company.]

6108273

SCF







HOME DEPOT DEVELOPMENT PLAN

PLANNING & ENGINEERING
 1470188 STORE
 1470188 STORE
 1470188 STORE
 1470188 STORE

THE HOME DEPOT
 STORE NO. 1470188
 BOONVILLE ROAD AND WILKINSON RD
 ORRIS, WYOMING

STATE OF WYOMING
 CAMPBELL COUNTY

STATE OF WYOMING } ss.
 Campbell County

Filed for record this 20th day of October A.D. 2004 at 1:30 o'clock P. M. and recorded in Book 2008
 of Photos on page 497-518 Fees \$ 71.00 841045

Quentin Henderson RECORDED ✓
 County Clerk and Ex-Officio Register of Deeds

INDEXED ✓
 CHECKED ✓

By Deputy Shirley A. Beckwith