

This instrument prepared
by & return to:
Phillip G. Kaminsky, Attorney
1755 Kirby Parkway, Suite 100
Memphis, TN 38120

HT 2811

THIS INSTRUMENT PREPARED BY:

John E. Taylor, Esq.
Altman, Kritzer & Levick, P.C.
Powers Ferry Landing, Suite 224
6400 Powers Ferry Road, N.W.
Atlanta, Georgia 30339

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COST SHARING AGREEMENT

THIS COST SHARING AGREEMENT (the "Agreement") dated as of this 4TH day of September, 1998, between **MARKET STREET PROPERTIES, LLC** ("Landowner") and **HOME DEPOT U.S.A., INC.** ("HD"), a Delaware corporation.

Preliminary Statement

HD has acquired from Landowner, or intends to acquire from Landowner, the real property (the "**HD Parcel**") consisting of approximately twelve (12) acres located in Collierville, Tennessee and described on **Schedule A** annexed hereto. HD intends to construct a store (the "**HD Store**") on HD Parcel. It is anticipated that the HD Store will contain approximately 107,500 square feet of floor area, plus an approximately 22,184 square foot garden center, mezzanines and other ancillary facilities.

Landowner remains the owner of the tracts of real property (collectively, the "**Landowner's Parcel**") containing, in the aggregate, approximately twenty-nine and 8/10ths (29.8) acres and more particularly described on **Schedule B** annexed hereto upon which Landowner may in the future construct or cause to be constructed other improvements. A portion of Landowner's Parcel (the "**Southerly Landowner Parcel**") is immediately adjacent to the HD Parcel to the south, between the HD Parcel and Poplar Avenue, and a portion (the "**Northerly Landowner Parcel**") of Landowner's Parcel is immediately adjacent to the HD Parcel to the North, between the HD Parcel and White Road (under construction).

HD and Landowner intend to develop or cause to be developed the Southerly Landowner's Parcel, the Northerly Landowner's Parcel and the HD Parcel (each a "**Parcel**" and collectively the "**Parcels**") with certain common roadways and parking areas as indicated on the site plan annexed hereto as **Schedule C** (the "**Site Plan**"). HD and Landowner intend herein to provide for certain initial preparation of the Parcels for development and the design and construction of certain of the roadways, parking area, common utilities and other common site improvements more particularly described herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, HD and Landowner agree as follows:

1. **Site Improvement Construction.**

(a) **Common Site Improvement Work.** HD shall perform or cause to be performed, the following site improvement work (collectively, the "**Common Site Improvement Work**"):

(i) Clearing and grubbing of the HD Parcel in accordance with the grading and drainage plans (collectively, the "**Grading and Drainage Plans**") annexed hereto as **Schedule D**;

(ii) clearing, grubbing and grassing of the Landowner's Parcel, contingent on Landowner's acquiring all necessary governmental approvals therefor;

(iii) construction of surface water drainage and detention facilities in accordance with the Grading and Drainage Plans;

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(iv) subject to the acquisition of all requisite governmental approvals, construction of a the "Poplar Avenue Shopping Center" pylon sign generally in the location shown on the Site Plan;

(v) construction of the roadways shown on the Site Plan providing access to the HD Parcel, two (2) of the roadways extending from the HD Parcel to Poplar Avenue, one (1) roadway extending from the HD Parcel to White Road and One (1) roadway extending from the HD Parcel to Market Boulevard, together with all curb cuts at the intersections of such roadways with the public rights-of-way to which they connect;

(vi) construction and installation of sanitary sewer line (the "Sanitary Sewer Line") running from the southerly boundary line of the HD Parcel, within the right-of-way of White Road and to the lift station off White Road, as shown on the Utility Plan (the "Utility Plan") attached hereto as Schedule E;

(vii) subject to acquisition of all requisite governmental approvals, construction of improvements and modifications to Market Boulevard as shown on Schedule F;

(viii) construction of improvements and modifications to Poplar Avenue as shown on Schedule G, subject to completion by Landowner of all plans and specifications and acquisition by Landowner of all requisite governmental approvals required therefor in time for HD to complete construction thereof prior to the opening of the HD Store, and in all events by December 31, 1998.

The Common Site Improvement Work shall be performed in accordance with the foregoing provisions of this Agreement; the plans for certain aspects of development of the Parcels prepared for HD by Greenberg Farrow Architecture, Inc., dated July 31, 1998 and bearing Job No. 980260; the plans for certain aspects of development of the Parcels prepared by Ashworth Vaughan, Inc. dated August, 1998 and designated "Project: The Collierville Market Place"; and the "Project Manual for the Home Depot [,] Collierville, Tennessee Site Scope of Work, bearing project number 598212 (collectively, the "Plans and Specifications").

(b) HD Site Improvement Work. In conformity with the Site Plan, in regard to the HD Parcel only, HD shall construct and install the parking areas and roadway lights, site lighting, curbcuts, access ways, walkways, landscaping, traffic and directional signing, all utility lines including, but not limited to, all telephone, gas, electrical, water and sewer lines, all of sufficient capacity to meet HD's intended use of the HD Store and all required soils tests and borings (collectively, the "HD Site Improvement Work").

(c) Landowner's Work. Landowner shall perform and complete the following work (collectively, "Landowner's Work"):

(i) Not later than September 1, 1998, demolition and removal of all existing structures and utility improvements and structures on or under the Parcels outside the HD Parcel, as required for HD to perform the Common Site Improvement Work; and

(ii) Not later than September 7, 1998, filing of the public dedication plat for, and design of, and acquisition of all approvals and permits for the construction of, all road improvements on Market Boulevard required by applicable governmental authority for the contemplated development of the Parcels, as approved by HD;

(iii) Not later than August 28, 1998, design of all road improvements to Poplar Avenue (including but not limited to curb cuts and all required traffic signalization) required by applicable governmental authority for the contemplated development of the Parcels, as approved by HD;

(iv) Not later than September 31, 1998, acquisition of all approvals and permits for the construction and installation of all road improvements to Poplar Avenue (including but not limited to curb cuts and required traffic signalization) required by

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applicable governmental authority for the contemplated development of the Parcels, as approved by HD;

(v) Not later than completion of White Road by the City of Collierville, and as required for the issuance of the certificate of occupancy for the HD Store, installation of such traffic signal at the intersection of White Road and Market Boulevard if and as required by applicable governmental authority, in accordance with all applicable laws, rules, ordinances and regulations; and

(vii) construction of improvements and modifications to Poplar Avenue as shown on **Schedule G**, if Landowner does not complete all plans and specifications and acquire all requisite governmental approvals required therefor in time for HD to complete construction thereof prior to the opening of the HD Store, and in any event by December 31, 1998, such construction by Landowner to be completed as required by applicable governmental authorities.

(d) **Schedule.** HD shall commence the Common Site Improvement Work not later than the date immediately following the date hereof and shall thereafter pursue performance and completion of the Common Site Improvement Work diligently and in good faith, in all events subject to timely performance and completion by Landowner of Landowner's Work and *force majeure*, which for purposes hereof shall mean and include delay in HD's reasonable performance hereunder due to act of God, fire, earthquake, flood, explosion, war, invasion, insurrection, riot, mob violence, sabotage, vandalism, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, litigation, condemnation, requisition, governmental restrictions including inability or delay in obtaining governmental consents or permits, laws or orders of governmental, civil, military or naval authorities, or any other cause, whether similar or dissimilar to the foregoing, not within HD's control, other than lack of or inability to procure monies to fulfill its commitments and obligations under this Agreement. HD shall provide Landowner with written notice upon the occurrence of an event that HD deems to be a *force majeure* event.

(e) **Breach by HD.** If HD fails to perform the Common Site Improvement Work in accordance with this Agreement and does not cure such default within thirty (30) days after written notice from Landowner specifying the default (or does not within said period commence and thereafter diligently proceed to cure such default), then Landowner, without waiver of or prejudice to any other right or remedy it may have, shall have the right, at any time thereafter, to cure such default for the account of HD, and HD shall pay Landowner upon invoice for any amount paid and any expense or contractual liability so incurred, together with interest thereon at the rate of twelve percent (12%) per annum from the date incurred or paid until the date reimbursed. If HD fails to pay Landowner such amount or expense within thirty (30) days after invoice Landowner, then Landowner shall be authorized to file and record a lien against the HD Parcel evidencing and securing the amount owed by HD, which lien may be foreclosed by Landowner pursuant to and in accordance with the laws of the State of Tennessee pertaining to the enforcement and foreclosure of mechanics' and materialmen's liens. In the event of emergencies, or where necessary to prevent injury to persons or damage to property, Landowner may cure a default by HD before the expiration of the waiting period, but only after giving such written or oral notice to HD as is practical under all of the circumstances. HD shall obtain from its general contractor in regard to the Common Site Improvement Work a written agreement to perform its obligations and services, upon Landowner's request, for Landowner's benefit upon any uncured default by HD, on the same terms and conditions as such services were to be performed for HD.

2. Easements.

(a) **Construction Easements.** Landowner grants to HD a temporary easement to enter upon Landowner's Parcel for the purpose of performing the Site Improvement Work and as reasonably necessary to facilitate the construction of the HD Store and related improvements on the HD Parcel. This easement to HD shall expire upon the completion of the Site Improvement Work and the completion of construction of the HD Store. HD grants to Landowner a temporary easement to enter upon the HD Parcel to the minimum extent reasonably required for the purpose of constructing improvements on Landowner's Parcel. This

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easement to Landowner shall expire upon the completion of improvements on Landowner's Parcel for which the easement is required. Under no circumstances shall the temporary construction easement herein granted to Landowner extend to any parking areas on the HD Parcel, authorize construction traffic to enter or cross the HD parcel or authorize any construction staking on the HD Parcel.

(b) Soil Relocation Easement. Landowner grants to HD the right and easement to stockpile permanently on the Northerly Landowner Parcel soil (free of vegetation and "grubbing material" such as tree stumps) removed from the HD Parcel as part of the Site Improvement Work. Such stockpiling shall be placed in such locations on the Northerly Landowner Parcel as shall be mutually agreed by HD and Landowner. If no such agreement is reached within two (2) days after HD's notifying Landowner of the need to agree upon a location, HD shall be entitled, without further notice to Landowner, to stockpile soil at such location as HD shall determine on the Northerly Landowner Parcel or on the additional property of Landowner north of White Street.

3. Indemnity. HD covenants and agrees to indemnify, defend and save Landowner and its agents, servants, employees, officers and directors harmless from any and all loss, damages, liability, costs or expenses including but not limited to attorney's fees reasonably and actually incurred, reasonable investigative discovery costs, court costs, and all other sums which Landowner, its agents, servants, employees, officers and directors may pay or become obligated to pay on account of any claim or assertion of liability arising or alleged to have arisen out of any act or omission of HD, its agents, contractors, subcontractors, servants, employees, officers or licensees in connection with any construction work performed by or at the direction of HD or other entry on Landowner's Parcel by or at the direction of HD; provided however that HD shall not be liable hereunder except in the case of HD's negligence or willful misconduct. Landowner covenants and agrees to indemnify, defend and save HD and its agents, servants, employees, officers and directors harmless from any and all loss, damages, liability, costs or expenses including but not limited to attorney's fees reasonably and actually incurred, reasonable investigative discovery costs, court costs, and all other sums which HD, its agents, servants, employees, officers and directors may pay or become obligated to pay on account of any claim or assertion of liability arising or alleged to have arisen out of any act or omission of Landowner, its agents, contractors, subcontractors, servants, employees, officers or licensees in connection with any construction work performed by or at the direction of Landowner or other entry on the HD Parcel by or at the direction of Landowner; provided however that Landowner shall not be liable hereunder except in the case of Landowner's negligence or willful misconduct.

4. Payment of Site Work Costs

(a) As used herein, the term "Site Work Costs" means and includes the costs of performing the Common Site Improvement Work and Landowner's Work, including but not limited to architectural and engineering costs and fees incurred in regard thereto, as set forth on Schedule H.

(b) Each of HD and Landowner will be responsible for payment of their respective portions of the Site Work Costs as set forth on Schedule H. If HD requests any change orders to the Plans and Specifications following execution of this Agreement, then HD shall be responsible for the payment of any additional costs resulting directly from such change order, except that any change orders required due to governmental requirements or the removal or relocation of utilities required by public utilities or governmental authorities shall be paid 30% by HD and 70% by Landowner. If Landowner requests any change orders to the Plans and Specifications following execution of this Agreement, then Landowner shall be responsible for the payment of any additional costs resulting directly from such change order, except that any change orders required due to governmental requirements or the removal or relocation of utilities required by public utilities or governmental authorities shall be paid 30% by HD and 70% by Landowner. Notwithstanding the foregoing provisions of this Section 4 (b), Landowner shall not be required to pay Landowner's Share of architectural and engineering costs and fees incurred by HD if HD fails to acquire the HD Parcel for a reason other than Landowner's default.

(c) Prior to the payment of the final installment of Site Costs by Landowner, HD shall deliver to Landowner a written statement certifying (i) that the Common Site Improvement

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Work has been completed in accordance with the plans and specifications pertaining thereto, (ii) that all costs due and payable in regard thereto have been or will be paid by HD and (iii) the final cost of the Common Site Improvement Work and Landowner's share thereof.

(d) HD shall keep and retain accounts for all materials and labor used in the performance of the Common Site Improvement Work. Landowner or its designated representatives will be provided with access at all reasonable times to HD's records, correspondence, construction drawings, receipts, vouchers, memoranda and other documents relating to the Common Site Improvement Work and the contracts and payment therefor.

(e) Upon HD's acquisition of the HD Parcel, HD, Landowner will deposit with Commonwealth Land Title Insurance Company ("Escrow Agent") a sum (the "Escrow Funds") equal to the net amount owed HD pursuant to Schedule H hereto, and HD, Landowner and Escrow Agent shall execute and deliver an escrow agreement (the "Escrow Agreement") reasonably acceptable to the parties thereto. The Escrow Funds will be disbursed in accordance with the Escrow Agreement. If Landowner defaults in making any payment required from Landowner hereunder or under the Escrow Agreement or defaults in performance of Landowner's Work or any aspect thereof and does not cure such default within twenty (20) days after written notice from HD, HD, without waiver of or prejudice to any other right or remedy it may have (provided that HD shall be entitled only to one recovery), shall also have the right to cure such default for the account of Landowner, whereupon Landowner shall reimburse HD upon invoice for any amount paid and any expense or contractual liability so incurred by HD, together with interest thereon at the rate of twelve percent (12%) per annum from the date incurred until the date recouped. Landowner shall obtain from all architects, engineers, consultants and contractors performing any work or services in regard to Landowner's Work written agreements to perform their respective obligations and services, upon HD's request, for HD's benefit upon any uncured default by Landowner, on the same terms and conditions as such services were to be performed for Landowner. The Escrow Agreement authorizes HD to impose a lien upon Landowner's Parcel under certain circumstances set forth in the Escrow Agreement.

5. Miscellaneous.

(a) HD shall be entitled to assign its interest in and to this Agreement, in its entirety, to any parent, subsidiary or affiliate corporation of HD acquiring the HD Parcel, or in connection with a sale-leaseback transaction or other financing, without the necessity of obtaining any consent from Landowner, provided HD shall not be released from liability hereunder.

(b) Any notice, report or demand required, permitted or desired to be given under this Agreement shall be in writing and addressed to the following applicable address (or transmitted to the following applicable facsimile transmission number) or to such other address (or other facsimile transmission number) as the respective parties may from time to time designate by like notice and shall be deemed to have been sufficiently given or served for all purposes (i) on the day after delivery to a reputable commercial courier service for receipted next-day delivery or (ii) on the day of facsimile transmission, provided that the facsimile transmission is telephonically confirmed with the recipient not later than 5:00 P.M. on the date of transmission and accompanied by immediate delivery to a reputable commercial courier service for receipted next-day delivery. Any notice to Landowner shall be in duplicate and addressed or transmitted and confirmed as follows:

If to Landowner:	Market Street Properties, LLC 3284 Shea Road Collierville, Tennessee 38017 Attn: David P. Halle, Jr. FAX: 901-861-3865 PHONE: 901-861-3815
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With a copy to:
Trezevant Realty Corporation
7514 Corporate Center Drive
Germantown, Tennessee 38138
Attn: Mr. John H. Trezevant
FAX: 901-755-6040
PHONE: 901-755-6243

Any notice to HD shall be in triplicate and addressed or transmitted and confirmed as follows:

Home Depot U.S.A., Inc.
2455 Paces Ferry Road
Atlanta, Georgia 30339
Attention: Legal Department
FAX: 770-431-2739
PHONE: 770-431-2739

with a copy to:

Mr. Ed Ogletree
Home Depot U.S.A., Inc.
2455 Paces Ferry Road, NW
Building C, 19th Floor
Atlanta, Ga. 30339-9998
FAX: 770-384-2917
PHONE: 770-384-2725

with a copy to:

John E. Taylor, Esq.
Altman, Kritzer & Levick, P.C.
6400 Powers Ferry Road, N.W.
Suite 224
Atlanta, Georgia 30339
FAX: (770) 303-1146
PHONE: (770) 951-6797

(c) The provisions of this Agreement are not intended to create, nor shall they in any way be interpreted to create, a joint venture, a partnership, or any other similar relationship between the parties.

(d) In the event that any party hereto brings or commences legal proceedings to enforce any of the terms of this Agreement, and a judgment or award shall determine the successful party in such action, such party shall be entitled to receive from the losing party in such action its attorneys' fees and court costs, to be fixed by the courts in such action.

(e) The captions heading the various sections of this Agreement are for convenience and identification only, and shall not be deemed to limit or define the contents of their respective sections.

(f) Time is of the essence of this Agreement.

(g) This Agreement shall be governed by and be construed and enforced in accordance with the laws of the State of Tennessee.

[SIGNATURES AND ACKNOWLEDGMENTS COMMENCE ON NEXT PAGE]

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IN WITNESS WHEREOF, Landowner and HD have executed this Agreement under seal as of the date first above written.

Landowner:

MARKET STREET PROPERTIES, LLC

By: [Signature]
Printed Name: David P. Halle, Jr.
Printed Title: Chief Manager

[SEAL]

STATE OF Tennessee
COUNTY OF Shelby

Personally appeared before me, the undersigned, a Notary Public in and for the aforesaid state and county, David P. Halle, Jr., with each of whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the ^{chief} ~~sole~~ manager of Market Street Properties, LLC, the within-named bargainor, a limited liability company, and that he as such ^{chief} ~~manager~~, being authorized to do so, executed the foregoing instrument for the purposes contained therein by signing the name of the company by himself as ^{chief} ~~manager~~.

WITNESS my hand and official seal this 4TH day of September, 1998.

[Signature]
Notary Public

My Commission Expires:

April 30, 2002

[NOTARIAL SEAL]



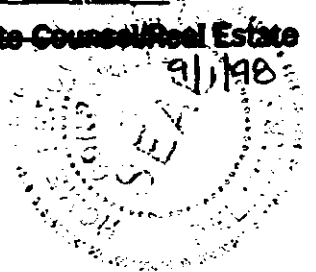
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HD:

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

By: *Kathryn E. Lee* *jm*
Printed Name: Kathryn E. Lee
Printed Title: Senior Corporate Counsel/Real Estate

[CORPORATE SEAL]



STATE OF GEORGIA
COUNTY OF COBB

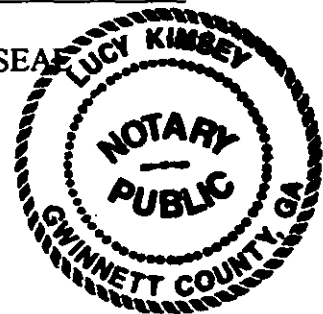
Personally appeared before me, the undersigned, a Notary Public in and for the aforesaid state and ^{Gwinnett} county, Kathryn E. Lee, with each of whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged herself/himself to be the Sr. Corp. Counsel-RE of Home Depot U.S.A., Inc., a corporation, the within-named bargainer, and that she/he as such Sr. Corp. Counsel-RE, being authorized to do so, executed the foregoing instrument for the purposes contained therein by signing the name of the corporation by herself/himself as Sr. Corp. Counsel-RE

WITNESS my hand and official seal this 1st day of September, 1998.

Lucy Kimsey
Notary Public

My Commission Expires:
Notary Public, Gwinnett County, Georgia
My Commission Expires July 9, 2002

[NOTARIAL SEAL]



SCHEDULES

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- A - HD Parcel
- B - Landowner's Parcel
- C - Site Plan
- D - Grading and Drainage Plans
- E - Utility Plan
- F - Market Boulevard Improvements
- G - Poplar Avenue Improvements
- H. - Schedule of Site Work Costs

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SCHEDULE A

HD Parcel

TO FIND THE TRUE POINT OF BEGINNING, begin at a 1/2-inch rebar set at the intersection of the northerly right-of-line of Poplar Avenue with the westerly right-of-way line of Market Boulevard;

Run thence in a westerly direction along the northerly right-of-way line of Poplar Avenue a distance of 845.09 feet to a 1/2-inch rebar located at the southeasterly corner of property now or formerly owned by Merrie Oldsmobile-GMC, Inc. (X9-7983);

Run thence North 03 degrees 21 minutes 20 seconds East a distance of 998.71 feet along the easterly line of the Merrie Oldsmobile-GMC, Inc. (X9-7983) property and the easterly line of property now or formerly owned by Poplar View Meadows P.D. Section "H" (GK3514 & Plat Book 148, page 55) to a 1/2-inch rebar set and **THE TRUE POINT OF BEGINNING**;

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, running thence along said easterly line of Poplar View Meadows P.D. Section "H" North 03 degrees 21 minutes 20 seconds east a distance of 625.07 feet to a 1/2-inch rebar set;

Running thence South 86 degrees 33 minutes 46 seconds East a distance of 758.47 feet to a 1/2-inch rebar set;

Running thence South 67 degrees 06 minutes 11 seconds East a distance of 47.51 feet to a 1/2-inch rebar set at a point of curvature;

Running thence along a curve to the left an arc distance of 13.77 feet to a 1/2-inch rebar set at a point of tangency, said curve having a radius of 40.50 feet, a central angle of 19 degrees 29 minutes 06 seconds, a chord bearing of South 76 degrees 50 minutes 44 seconds East and a length of 13.71 feet;

Running thence South 86 degrees 35 minutes 17 seconds East a distance of 30.60 feet to a 1/2-inch rebar set on the westerly right-of-way line of Market Boulevard;

Running thence in a southerly direction along said westerly right-of-way line of Market Boulevard South 03 degrees 26 minutes 14 seconds West a distance of 571.87 feet to a 1/2-inch rebar set;

Running thence North 86 degrees 33 minutes 46 seconds West a distance of 210 feet to a 1/2-inch rebar set;

Running thence South 03 degrees 26 minutes 14 seconds West a distance of 54.50 feet to a 1/2-inch rebar set;

Running thence North 86 degrees 33 minutes 46 seconds west a distance of 241.45 feet to a 1/2-inch rebar set;

Running thence North 03 degrees 21 minutes 20 seconds east a distance of 20 feet to a 1/2-inch rebar set;

Running thence North 86 degrees 38 minutes 40 seconds west a distance of 395 feet to a 1/2-inch rebar and the **TRUE POINT OF BEGINNING**.

As shown on ALTA Boundary Survey of a 12.06 acre part of the Market Street Properties, LLC 50.294 acre tract (HF-9950), Collierville, Shelby County, Tennessee, prepared by Ashworth-Vaughan, Inc., certified to Home Depot U.S.A., Inc. and Commonwealth Land Title Insurance Company, dated July 7, 1998, bearing Job No. 4250.30 and bearing the signature and seal of John Wesley Ashworth III, Tennessee Registered Land Surveyor No. 1344.

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SCHEDULE B
(page 1 of 2)**Southerly Landowner Parcel**

BEGINNING at a 1/2-inch rebar set at the intersection of the northerly right-of-line of Poplar Avenue with the westerly right-of-way line of Market Boulevard;

Running thence in a westerly direction along the northerly right-of-way line of Poplar Avenue a distance of 845.09 feet to a 1/2-inch rebar located at the southeasterly corner of property now or formerly owned by Merrie Oldsmobile-GMC, Inc. (X9-7983);

Running thence North 03 degrees 21 minutes 20 seconds East a distance of 998.71 feet along the easterly line of the Merrie Oldsmobile-GMC, Inc. (X9-7983) property and the easterly line of property now or formerly owned by Poplar View Meadows P.D. Section "H" (GK3514 & Plat Book 148, page 55) to a 1/2-inch rebar set;

Running thence South 86 degrees 38 minutes 40 seconds East a distance of 395 feet to a 1/2-inch rebar set;

Running thence South 03 degrees 21 minutes 20 seconds West a distance of 20 feet to a 1/2-inch rebar set;

Running thence South 86 degrees 33 minutes 46 seconds East a distance of 241.45 feet to a 1/2-inch rebar set;

Running thence North 03 degrees 26 minutes 14 seconds East a distance of 54.50 feet to a 1/2-inch rebar set;

Running thence South 86 degrees 33 minutes 46 seconds East a distance of 210 feet to a 1/2-inch rebar set on the westerly right-of-way line of Market Boulevard;

Running thence South 03 degrees 26 minutes 14 seconds West a distance of 1041.77 feet to a 1/2-inch rebar set at the intersection of the northerly right-of-line of Poplar Avenue with the westerly right-of-way line of Market Boulevard and **THE POINT OF BEGINNING**.

As shown on ALTA Boundary Survey of a 12.06 acre part of the Market Street Properties, LLC 50.294 acre tract (HF-9950), Collierville, Shelby County, Tennessee, prepared by Ashworth-Vaughan, Inc., certified to Home Depot U.S.A., Inc. and Commonwealth Land Title Insurance Company, dated July 7, 1998, bearing Job No. 4250.30 and bearing the signature and seal of John Wesley Ashworth III, Tennessee Registered Land Surveyor No. 1344.

SCHEDULE B
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Northerly Landowner Parcel

TO FIND THE TRUE POINT OF BEGINNING, begin at a 1/2-inch rebar set at the intersection of the northerly right-of-line of Poplar Avenue with the westerly right-of-way line of Market Boulevard;

Run thence in a Westerly direction along the northerly right-of-way line of Poplar Avenue a distance of 845.09 feet to a 1/2-inch rebar located at the southeasterly corner of property now or formerly owned by Merrie Oldsmobile-GMC, Inc. (X9-7983);

Run thence North 03 degrees 21 minutes 20 seconds East a distance of 1623.78 feet along the easterly line of the Merrie Oldsmobile-GMC, Inc. (X9-7983) property and the easterly line of property now or formerly owned by Poplar View Meadows P.D. Section "H" (GK3514 & Plat Book 148, page 55) to a 1/2-inch rebar set and **THE TRUE POINT OF BEGINNING**;

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, running thence North 03 degrees 21 minutes 20 seconds East a distance of 961.27 feet to a 1/2-inch rebar set at the southwesterly corner of property now or formerly owned by Standard Construction Company, Inc. (L3-2298);

Running thence along the southerly boundary line of said Standard Construction Company property South 86 degrees 16 minutes 10 seconds East a distance of 848.75 feet to a 1/2-inch rebar set;

Running thence South 03 degrees 26 minutes 14 seconds West a distance of 975.05 feet a 1/2-inch rebar set ;

Running thence North 86 degrees 35 minutes 17 seconds West a distance of 30.60 feet to a 1/2-inch rebar set at a point of tangency:

Running thence along a curve to the right an arc distance of 13.77 feet to a 1/2-inch rebar set, said curve having a radius of 40.50 feet, a central angle of 19 degrees 29 minutes 06 seconds, a chord bearing of North 76 degrees 50 minutes 44 seconds West and a length of 13.71 feet;

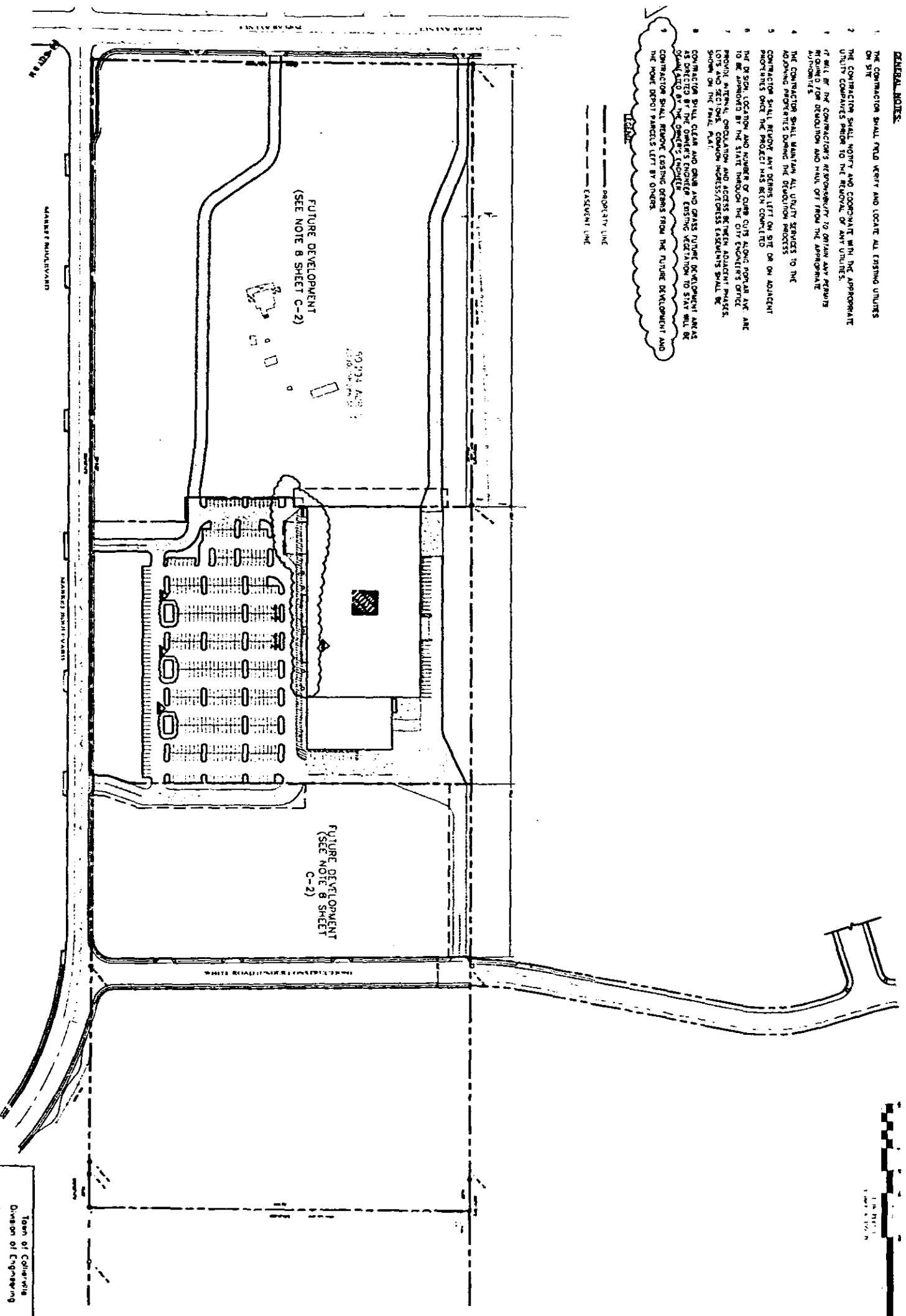
Running thence North 67 degrees 06 minutes 11 seconds West a distance of 47.51 feet to a 1/2-inch rebar set;

Running thence North 86 degrees 33 minutes 46 seconds West a distance of 758.47 feet to a 1/2-inch rebar set and **THE TRUE POINT OF BEGINNING**.

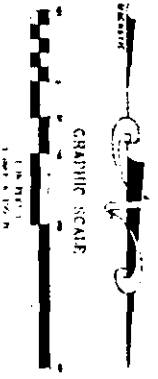
As shown on ALTA Boundary Survey of a 12.06 acre part of the Market Street Properties, LLC 50.294 acre tract (HF-9950), Collierville, Shelby County, Tennessee, prepared by Ashworth-Vaughan, Inc., certified to Home Depot U.S.A., Inc. and Commonwealth Land Title Insurance Company, dated July 7, 1998, bearing Job No. 4250.30 and bearing the signature and seal of John Wesley Ashworth III, Tennessee Registered Land Surveyor No. 1344.

SCHEDULE C

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- GENERAL NOTES:**
1. THE CONTRACTOR SHALL FIELD VERIFY AND LOCATE ALL EXISTING UTILITIES ON SITE.
 2. THE CONTRACTOR SHALL NOTIFY AND COORDINATE WITH THE APPROPRIATE UTILITY COMPANIES PRIOR TO THE REMOVAL OF ANY UTILITIES.
 3. IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ANY PERMITS REQUIRED FOR REMOVAL AND HULL OFF FROM THE APPROPRIATE AGENCIES.
 4. THE CONTRACTOR SHALL MAINTAIN ALL UTILITY SERVICES TO THE ADJOINING PROPERTIES DURING THE DEMOLITION PROCESS.
 5. CONTRACTOR SHALL REMOVE ANY DEBRIS LEFT ON SITE OR ON ADJACENT PROPERTIES ONCE THE PROJECT HAS BEEN COMPLETED.
 6. THE DESIGN, LOCATION AND NUMBER OF CURB CUTS ALONG MARKET AVE ARE TO BE APPROVED BY THE STATE THROUGH THE CITY ENGINEER'S OFFICE.
 7. PAVEMENT, ATTENUATION, GRADATION AND ACCESS BETWEEN ADJACENT PLOTS, LOTS AND SECTIONS, COMMON AREAS/STREETS/ESSENTIALS SHALL BE SHOWN ON THE FINAL PLAN.
 8. CONTRACTOR SHALL CLEAN AND GRUB AND GRASS PLANTING DEVELOPMENT AREAS AS DIRECTED BY THE OWNER'S ENGINEER. EXISTING VEGETATION TO STAY WILL BE SHOWN AND BY THE OWNER'S ENGINEER.
 9. CONTRACTOR SHALL REMOVE EXISTING DRENS FROM THE FUTURE DEVELOPMENT AND THE HOME DEPOT PARCELS LEFT BY OTHERS.



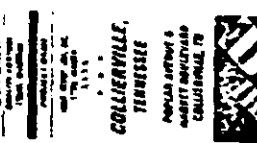
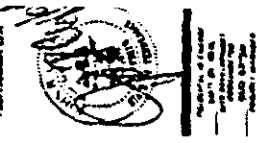
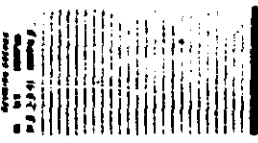
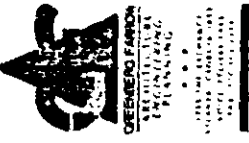
Town of Collierville
 Division of Engineering
 Harvey W. Matheny
 Town Engineer



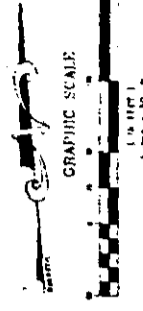
COLLIERVILLE, TENNESSEE
 HOME DEPOT
 1000 MARKET STREET
 COLLIERVILLE, TN 38017
 (615) 261-1234

MARKET STREET
 1000 MARKET STREET
 COLLIERVILLE, TN 38017
 (615) 261-1234

WHITE ROAD
 1000 WHITE ROAD
 COLLIERVILLE, TN 38017
 (615) 261-1234



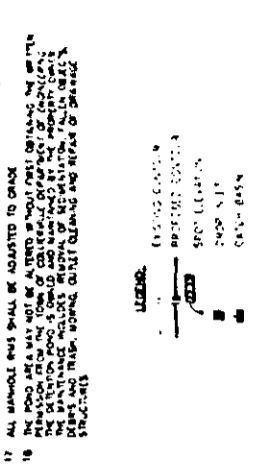
HT 2811



GROUND NOTES:
 1. THE CONTRACTOR, IN THE COURSE OF WORK, FINDS ANY DISCREPANCIES BETWEEN THE PLANS AND THE PHYSICAL CONDITION OF THE LOCALITY, OR ANY OTHER INFORMATION, SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING. SUCH A DISCREPANCY, UNLESS AUTHORIZED, SHALL BE AT THE CONTRACTOR'S RISK.
 2. THE EXISTING UTILITIES SHOWN ON THE PLANS HAVE BEEN PREPARED FROM THE INFORMATION AVAILABLE TO THE ENGINEER AND MAY NOT BE ACCURATE. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO ANY CONSTRUCTION.
 3. THE CONTRACTOR SHALL CAREFULLY PRESERVE EXISTING TREES, SHRUBS, AND FENCES AND SHALL BE RESPONSIBLE FOR REPLACING ANY REMOVED TREES AND FENCES.
 4. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND LICENSES FOR THE CONSTRUCTION OF ALL WORK, AND THE LOCATION OF THE WORK SHALL BE IN ACCORDANCE WITH THE STATE AND LOCAL CODES, RULES AND REGULATIONS.
 5. ADDITIONAL PROVISIONS CONCERNING STRUCTURES SHOULD BE ADDED, IF NEEDED, DURING CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR ANY CHANGE TO THE PLANS.
 6. ALL UTILITIES SHALL BE PROTECTED AND SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S RISK.
 7. ALL MATERIALS AND SITE CONSTRUCTION TO BE IN ACCORDANCE WITH THE TOWN OF COLLIERVILLE CONSTRUCTION SPECIFICATIONS.
 8. STORM WATER SYSTEMS TO BE INSTALLED COMPLETELY IN ACCORDANCE WITH THE TOWN OF COLLIERVILLE ENGINEERING DEPT.
 9. CONFORM WITH ALL EXISTING ZONING ORDINANCES AND SUBMITTAL SHEET REQUIREMENTS.
 10. NOTIFY TOWN INSPECTOR TWENTY-FOUR (24) HOURS BEFORE BEGINNING EACH PHASE OF CONSTRUCTION.
 11. SURVEYS SHALL BE DONE AS NECESSARY FOR PROTECTION OF THE WORK AND FOR THE MAINTENANCE OF RECORDS. SURVEYS SHALL BE IN ACCORDANCE WITH ALL LOCAL AND STATE REQUIREMENTS.
 12. INDICATED GRADES ARE FINISHED GRADES.
 13. STORM SEWER, AND SEWER BY THE GENERAL CONTRACTOR AS NECESSARY.
 14. NOTIFY EACH UTILITY PRIOR TO START OF UTILITY CONSTRUCTION.
 15. CONTRACTOR SHALL PROTECT EXISTING UTILITIES FROM DAMAGE.
 16. ALL MATERIALS SHALL BE ADJUSTED TO GRADE.
 17. THE ROAD AREA MAY NOT BE ALTERED WITHOUT THE WRITTEN PERMISSION OF THE TOWN OF COLLIERVILLE.
 18. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES, DRIVEWAYS AND TRAILS, WORKING, DRAINAGE AND RETAINMENT STRUCTURES.

- LEGEND:**
 EXISTING GRADES
 PROPOSED GRADES
 SPOT ELEVATIONS
 TYPED SITE
 CROWN BENCH
 MEASURED SPOT ELEVATIONS
 WATER
 SEWER MANHOLE
 60' RADIUS
 PROTECTIVE CANALS

NOTE:
 FOR STORM SEWER STRUCTURES THAT ARE NOT SHOWN ON THESE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND DEPTH OF ALL STRUCTURES AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.



(SEE NOTE 8 SHEET (C-2))

EXCESS SOIL FROM HOME DEPOT TO BE PLACED WITHIN LIMITS SHOWN. MAX HEIGHT 8.0

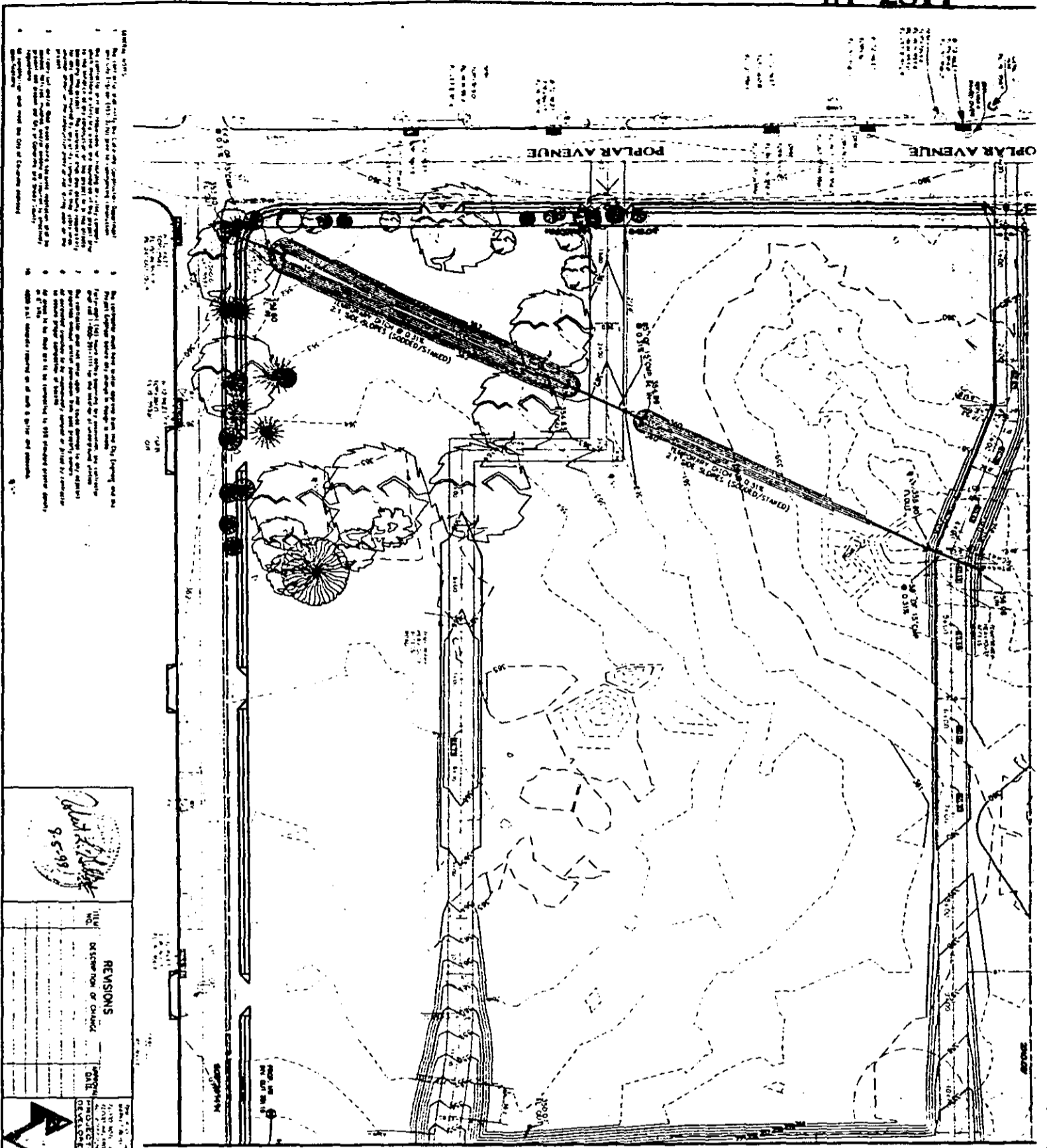
MARKET BOULEVARD

FRONT YARD 98 SPACES

GARDEN CENTER 22,184 SF

THE HOME DEPOT 107,500 SF F.F.E. - 355

WHITE ROAD UNDER CONSTRUCTION



MATCHLINE - SEE SHEET 2 OF 4

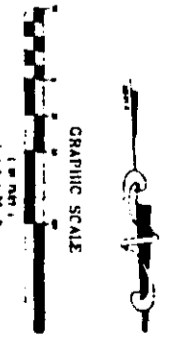
1. This plan is a preliminary plan of the proposed grading and drainage for the site shown on the attached plat and is subject to the approval of the City Engineer and the City Council.
2. The proposed grading and drainage is shown on the attached plat and is subject to the approval of the City Engineer and the City Council.
3. The proposed grading and drainage is shown on the attached plat and is subject to the approval of the City Engineer and the City Council.
4. The proposed grading and drainage is shown on the attached plat and is subject to the approval of the City Engineer and the City Council.
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8. The proposed grading and drainage is shown on the attached plat and is subject to the approval of the City Engineer and the City Council.
9. The proposed grading and drainage is shown on the attached plat and is subject to the approval of the City Engineer and the City Council.
10. The proposed grading and drainage is shown on the attached plat and is subject to the approval of the City Engineer and the City Council.

Robert L. Vaughan
 9-5-98

REVISIONS	DESCRIPTION OF CHANGE	DATE

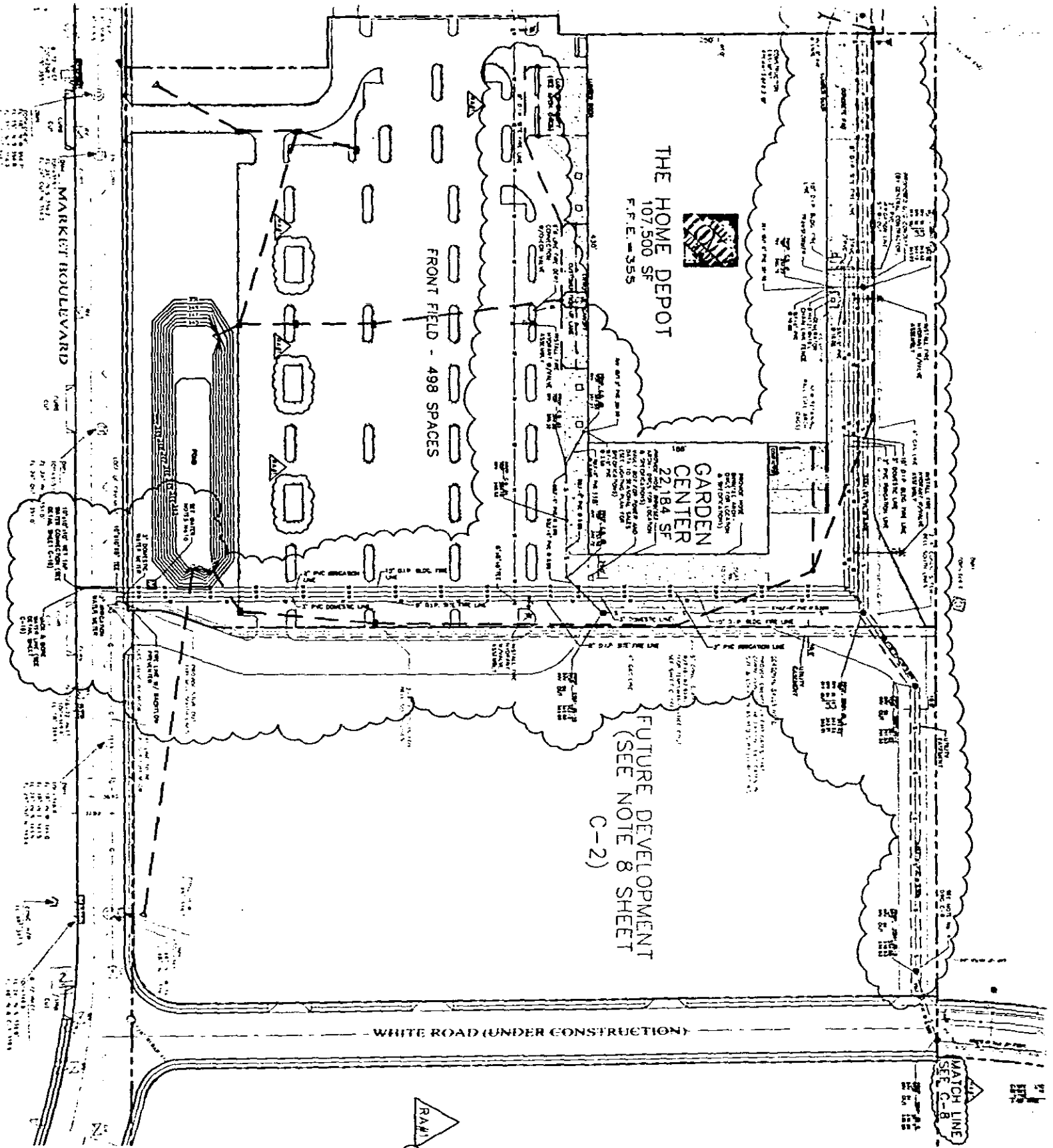
ASHWORTH VAUGHAN
 ARCHITECTS - ENGINEERS - PLANNERS - SURVEYORS
 1100 MARKET STREET, SUITE 1000
 MEMPHIS, TENNESSEE 38103
 TEL: 901.527.2200
 FAX: 901.527.2201
 WWW.AVVAUGHAN.COM

GRADING AND DRAINAGE
 COLLETSVILLE, TENNESSEE
 DATE: 11/10/97
 SCALE: 1/4" = 1'-0"



SCHEDULE E

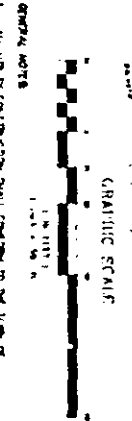
HT 2811



FUTURE DEVELOPMENT
(SEE NOTE 8 SHEET
C-2)

WHITE ROAD (UNDER CONSTRUCTION)

MATCH LINE
SEE C-8



- GENERAL NOTES**
- ALL UTILITY CONSTRUCTION SHALL COMPLY TO THE STANDARDS OF THE CITY OF COLLETSVILLE AND SHALL BE IN ACCORDANCE WITH THE CITY OF COLLETSVILLE STANDARDS AND SPECIFICATIONS.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF COLLETSVILLE AND THE STATE OF INDIANA.
 - ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF COLLETSVILLE STANDARDS AND SPECIFICATIONS.
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- BARBER NOTES**
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF COLLETSVILLE AND THE STATE OF INDIANA.
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- BARBER NOTES**
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF COLLETSVILLE AND THE STATE OF INDIANA.
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 - ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF COLLETSVILLE STANDARDS AND SPECIFICATIONS.

LEGEND

1	PROPOSED 50' x 100' SIGN
2	50' x 100' SIGN
3	CLEARANCE
4	RAIL
5	RAIL
6	RAIL
7	RAIL
8	RAIL
9	RAIL
10	RAIL
11	RAIL
12	RAIL
13	RAIL
14	RAIL
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39	RAIL
40	RAIL
41	RAIL
42	RAIL
43	RAIL
44	RAIL
45	RAIL
46	RAIL
47	RAIL
48	RAIL
49	RAIL
50	RAIL

Harvey W. Wadbery
Town of Collettsville
Division of Engineering

THE HOME DEPOT
COLLETSVILLE, TENNESSEE
OFFICE ADDRESS: 107500 SF
FUTURE DEVELOPMENT (SEE NOTE 8 SHEET C-2)

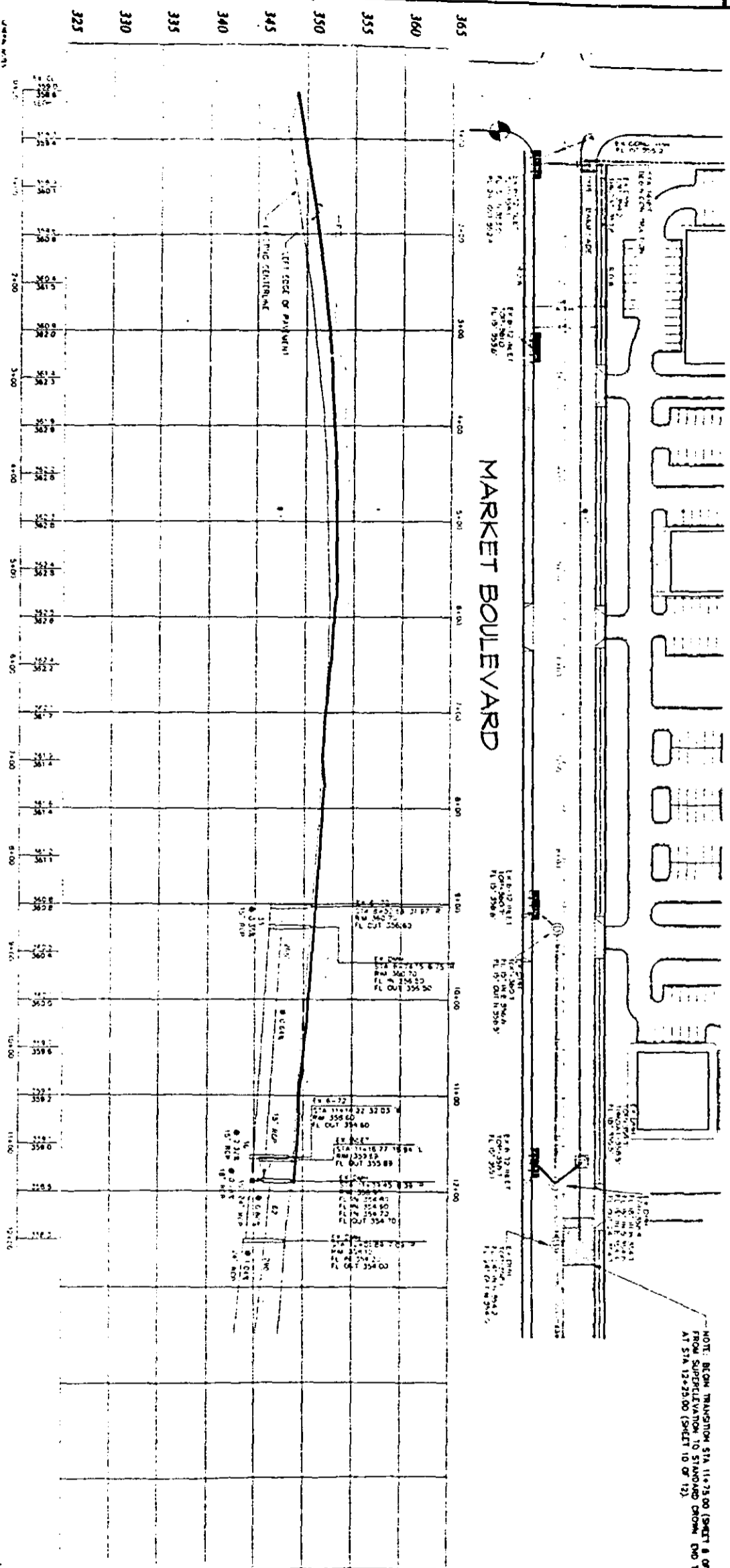
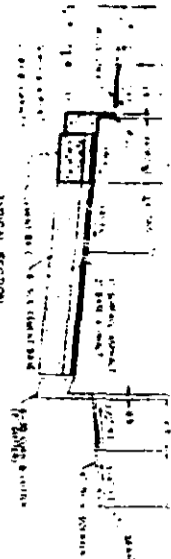
QUALITY PLAN

THE HOME DEPOT

QUALITY PLAN

HT 2811

TYNICAL SECTION
522 P.C.D. TO STA 12+00



NOTE: ROAD TRANSITION STA. 11+75.00 (SHEET 6 OF 7)
FROM SURFELEVATION TO STANDARD CROSSING AND TO
AT STA. 12+25.00 (SHEET 10 OF 12)



- 1. THE INFORMATION CONTAINED HEREIN IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A CONTRACT. THE CONTRACT IS THE DRAWING AND SPECIFICATIONS.
- 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
- 3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
- 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
- 5. THE CONTRACTOR SHALL MAINTAIN THE ACCURACY OF ALL RECORD DRAWINGS AND AS-BUILT DRAWINGS.
- 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE.
- 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL WORKERS AND THE PUBLIC.
- 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE ENVIRONMENT.
- 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL HISTORIC AND CULTURAL RESOURCES.
- 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES.

Project Signature
8-5-08

NO.	DESCRIPTION OF CHANGE	DATE
1
2

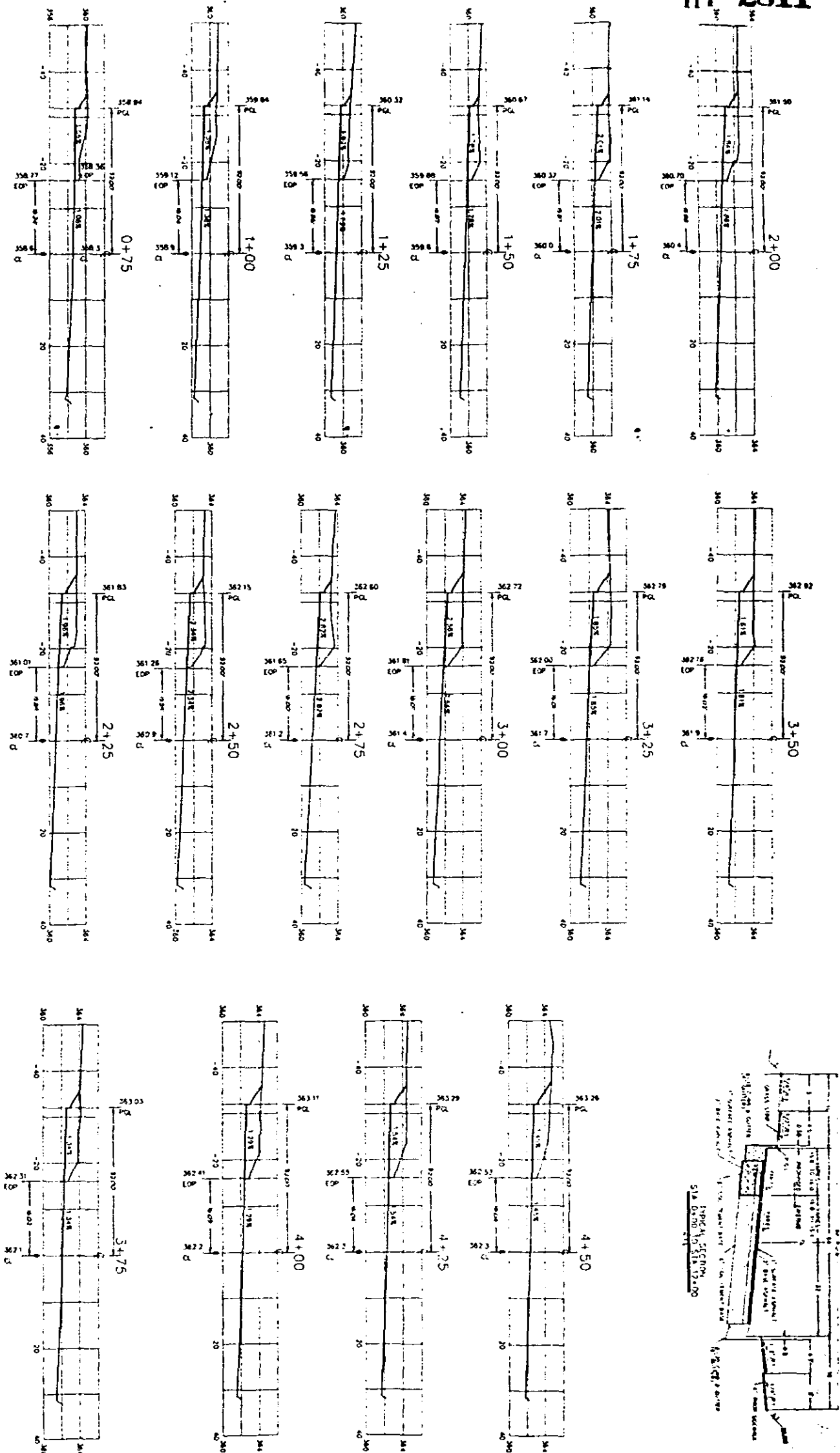
ASHWORTH VAUGHAN
ARCHITECTS, ENGINEERS, PLANNERS & INTERIORS

MARKET BOULEVA
COURT SQUARE, TENNESSEE

11-00
07-00
11-00

11-00
07-00
11-00

HT 2811



Signature
8-5-11

REVISIONS

NO.	DESCRIPTION OF CHANGE	DATE

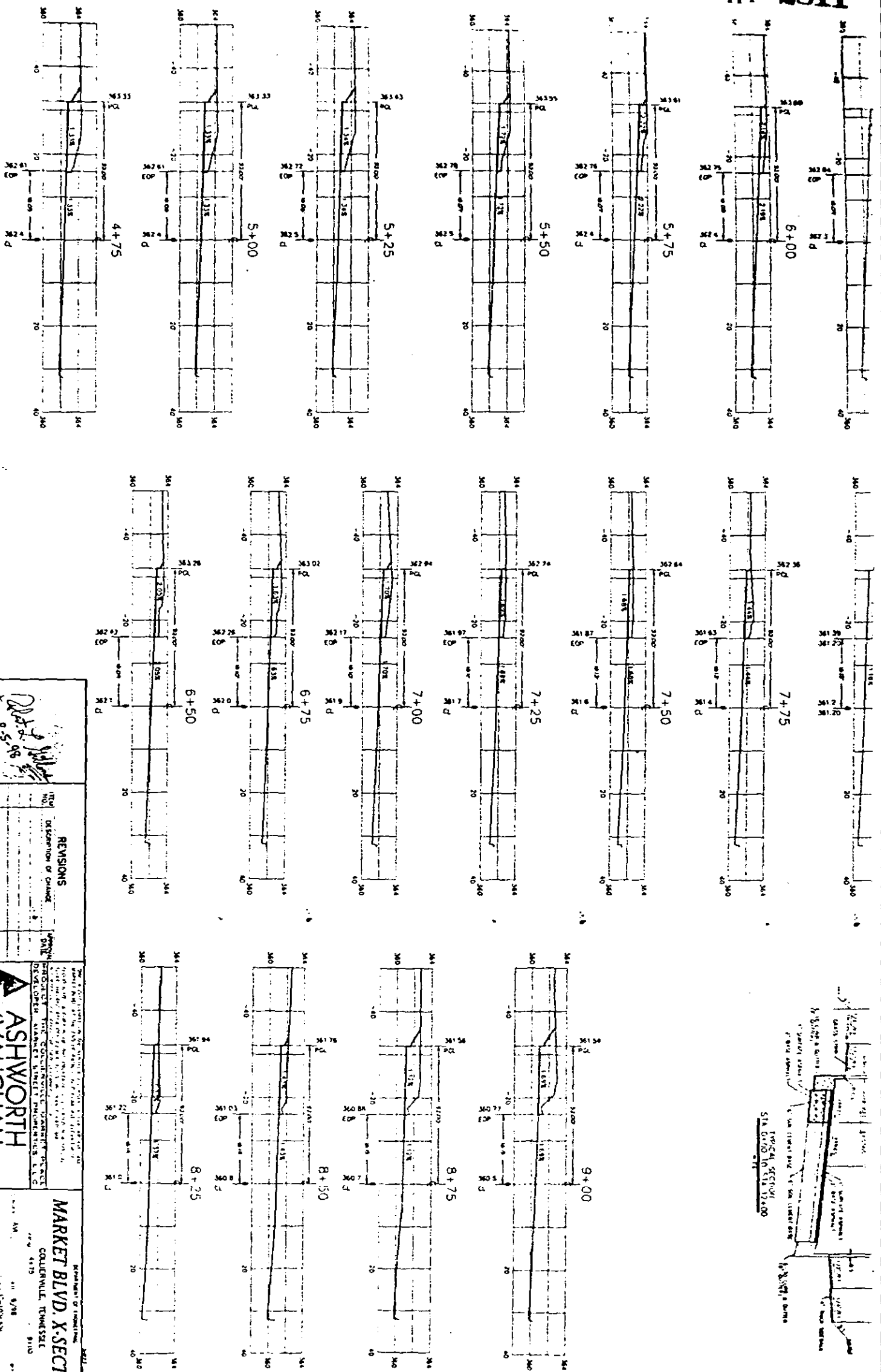
ASHWORTH VAUGHAN INC.
KNOXVILLE, TENNESSEE

PROJECT: MARKET BLVD. MARKET PLACE
DEVELOPER: WALKER VENTURE PARTNERS, LLC

MARKET BLVD. X-SECTION
COLUMBIANA, TENNESSEE

6 OF 7

HT 2811



[Handwritten signature and date]
 5-5-98

NO.	REVISIONS
1	DESCRIPTION OF CHANGE
2	DATE

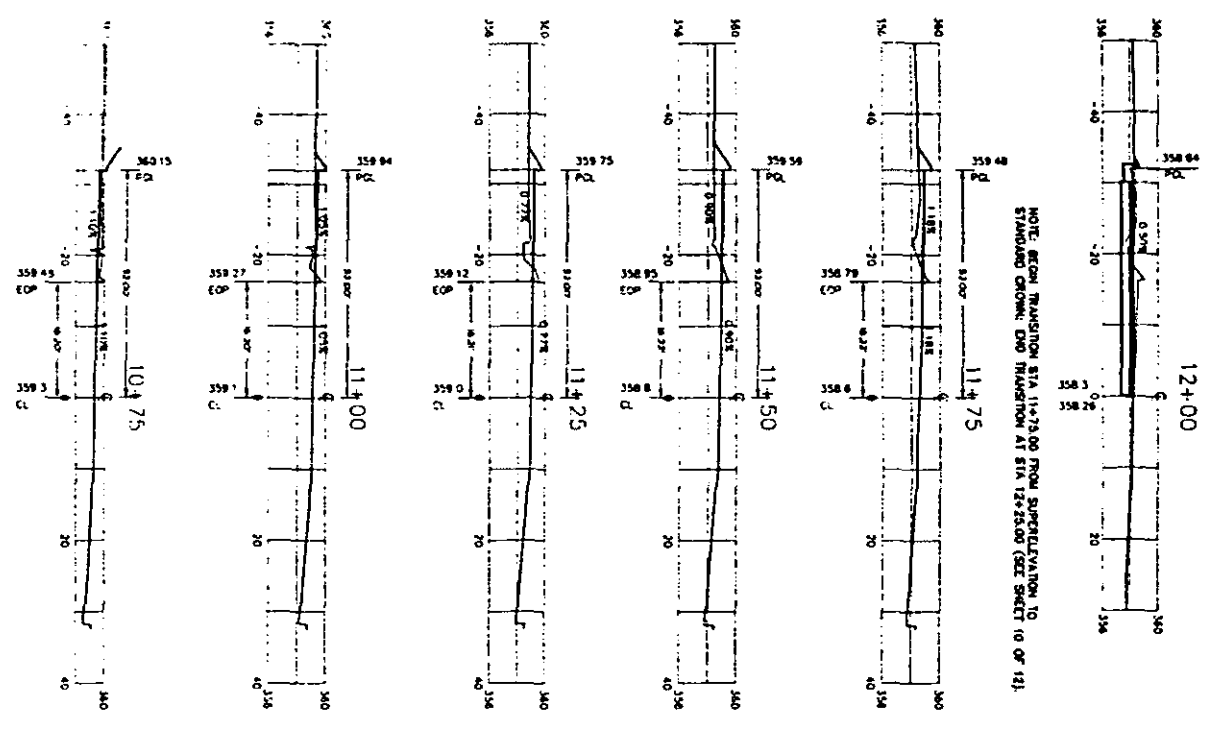
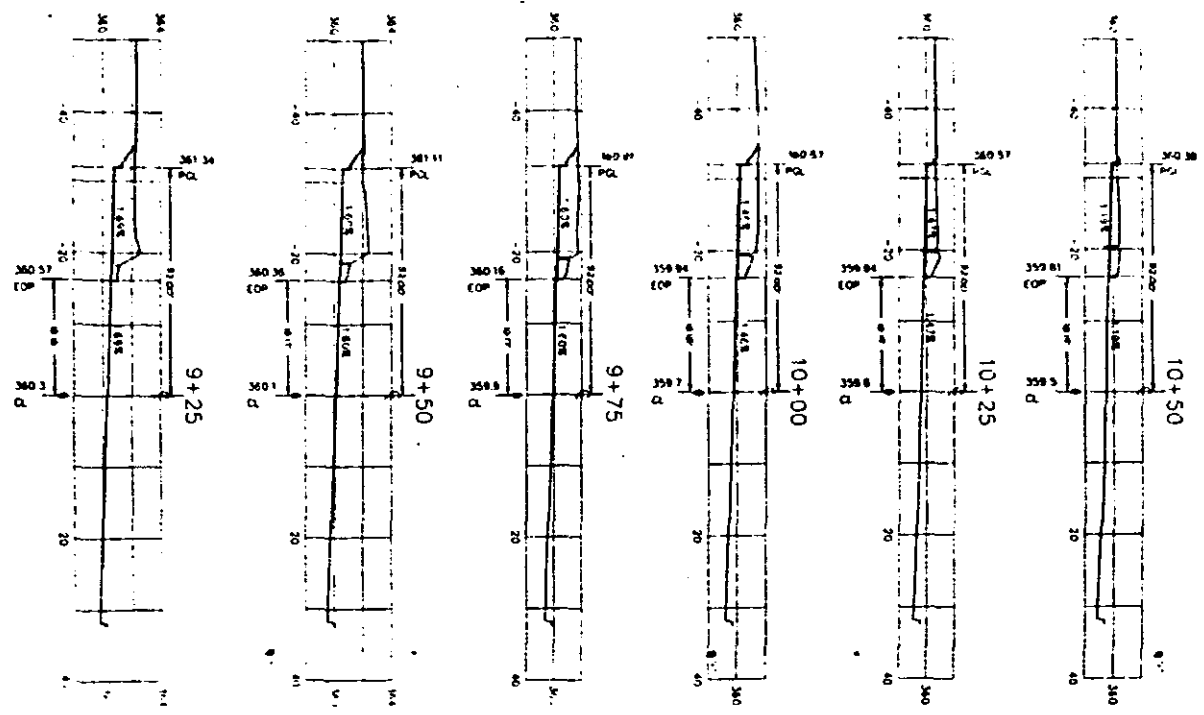
ASHWORTH VAUGHAN INC.
 ARCHITECTS, ENGINEERS, PLANNERS & INTERIORS
 1110 MARKET BLVD., SUITE 200
 COLLETTVILLE, TENNESSEE 37034
 PHONE: (615) 281-1000
 FAX: (615) 281-1001
 WWW.AVINC.COM

DEPARTMENT OF TRANSPORTATION
MARKET BLVD. X-SECTION
 COLLETTVILLE, TENNESSEE
 DATE: 5/5/98
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

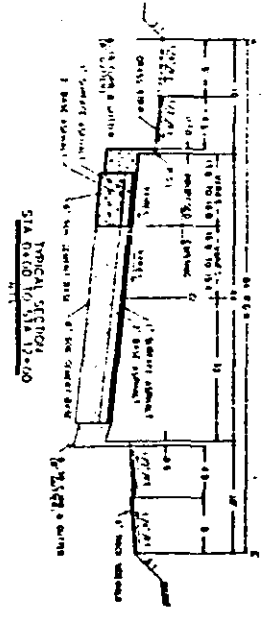
7 OF 1

SCHEDULE F (page 3 of 8)

HT 2811



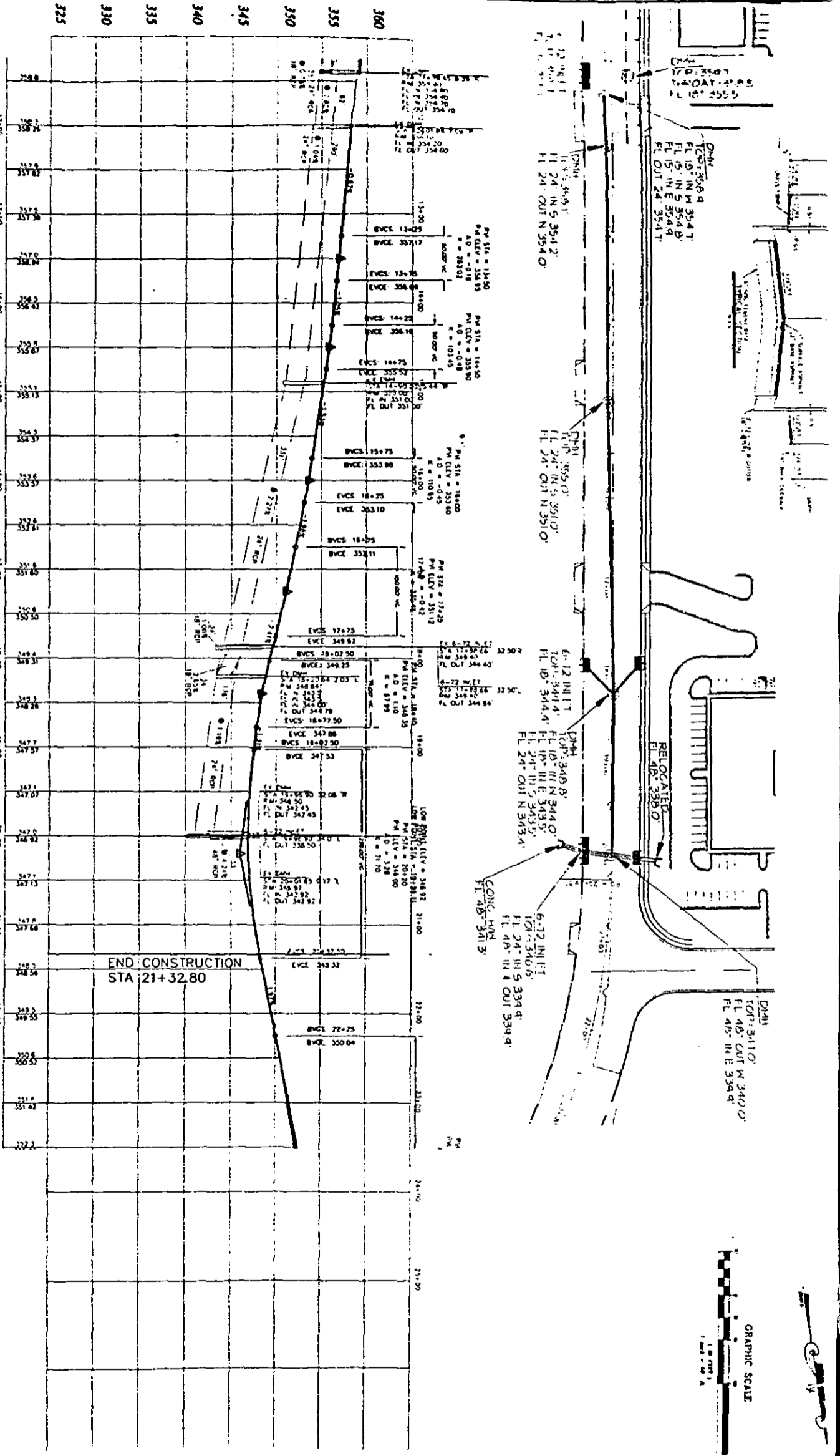
NOTE: BEGIN TRANSITION STA 11+75.00 FROM SUPERELEVATION TO STANDARD CROWN AND TRANSITION AT STA 12+25.00 (SEE SHEET 10 OF 12)



NO.	DESCRIPTION OF CHANGE	DATE
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

ASHWORTH VAUGHAN
 CONSULTING ENGINEERS, ARCHITECTS, SURVEYORS
 1000 MARKET BLVD., SUITE 1000
 COVINGTON, MISSISSIPPI 38901
 PHONE: (662) 343-1100
 FAX: (662) 343-1101

MARKET BLVD. X-SECTION
 COVINGTON, MISSISSIPPI
 SHEET 11 OF 12



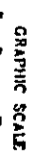
1. The engineer has reviewed the proposed project and finds it to be in compliance with all applicable codes and regulations.
2. The engineer has reviewed the proposed project and finds it to be in compliance with all applicable codes and regulations.
3. The engineer has reviewed the proposed project and finds it to be in compliance with all applicable codes and regulations.
4. The engineer has reviewed the proposed project and finds it to be in compliance with all applicable codes and regulations.
5. The engineer has reviewed the proposed project and finds it to be in compliance with all applicable codes and regulations.
6. The engineer has reviewed the proposed project and finds it to be in compliance with all applicable codes and regulations.
7. The engineer has reviewed the proposed project and finds it to be in compliance with all applicable codes and regulations.
8. The engineer has reviewed the proposed project and finds it to be in compliance with all applicable codes and regulations.
9. The engineer has reviewed the proposed project and finds it to be in compliance with all applicable codes and regulations.
10. The engineer has reviewed the proposed project and finds it to be in compliance with all applicable codes and regulations.

Robert J. ...
 8-5-98

NO.	DESCRIPTION OF CHANGE	DATE

ASHWORTH VAUGHAN
 ENGINEERING ARCHITECTURE INTERIORS
 1115 MARKET BOULEVARD
 MEMPHIS, TN 38103
 TEL: (901) 527-1111
 FAX: (901) 527-1112

DEPARTMENT OF TRANSPORTATION
MARKET BOULEVARD
 COLUMBIAN, TENNESSEE
 DATE: 8/10/00
 TIME: 12:10 PM
 DRAWN BY: ...

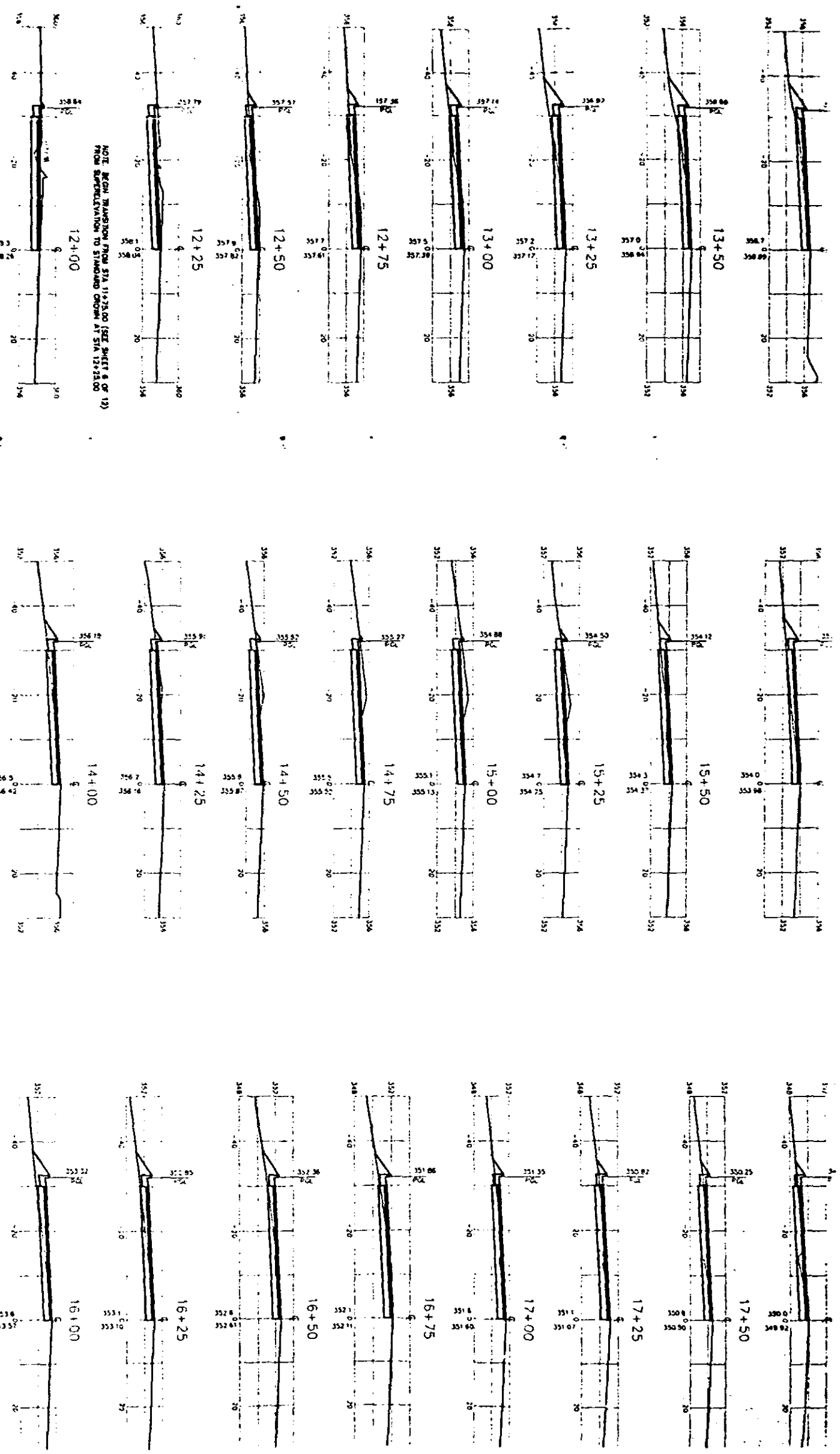


SCHEDULE F
 (page 5 of 8)

GENERAL NOTES:

1. The vertical profile and the horizontal plan are shown for the proposed project.
2. The vertical profile is shown for the proposed project.
3. The horizontal plan is shown for the proposed project.
4. The proposed project is shown for the proposed project.
5. The proposed project is shown for the proposed project.
6. The proposed project is shown for the proposed project.
7. The proposed project is shown for the proposed project.
8. The proposed project is shown for the proposed project.
9. The proposed project is shown for the proposed project.
10. The proposed project is shown for the proposed project.

NOTE: BELOW DIMENSIONS FROM STA. 11+25.00 (SEE SHEET 8 OF 13) FROM SUPERELEVATION TO STANDARD CROWN AT STA. 12+25.00



VERTICAL GRAPHIC SCALE

1 IN = 5 FT

HORIZONTAL GRAPHIC SCALE

1 IN = 20 FT

[Handwritten Signature]
8-5-98

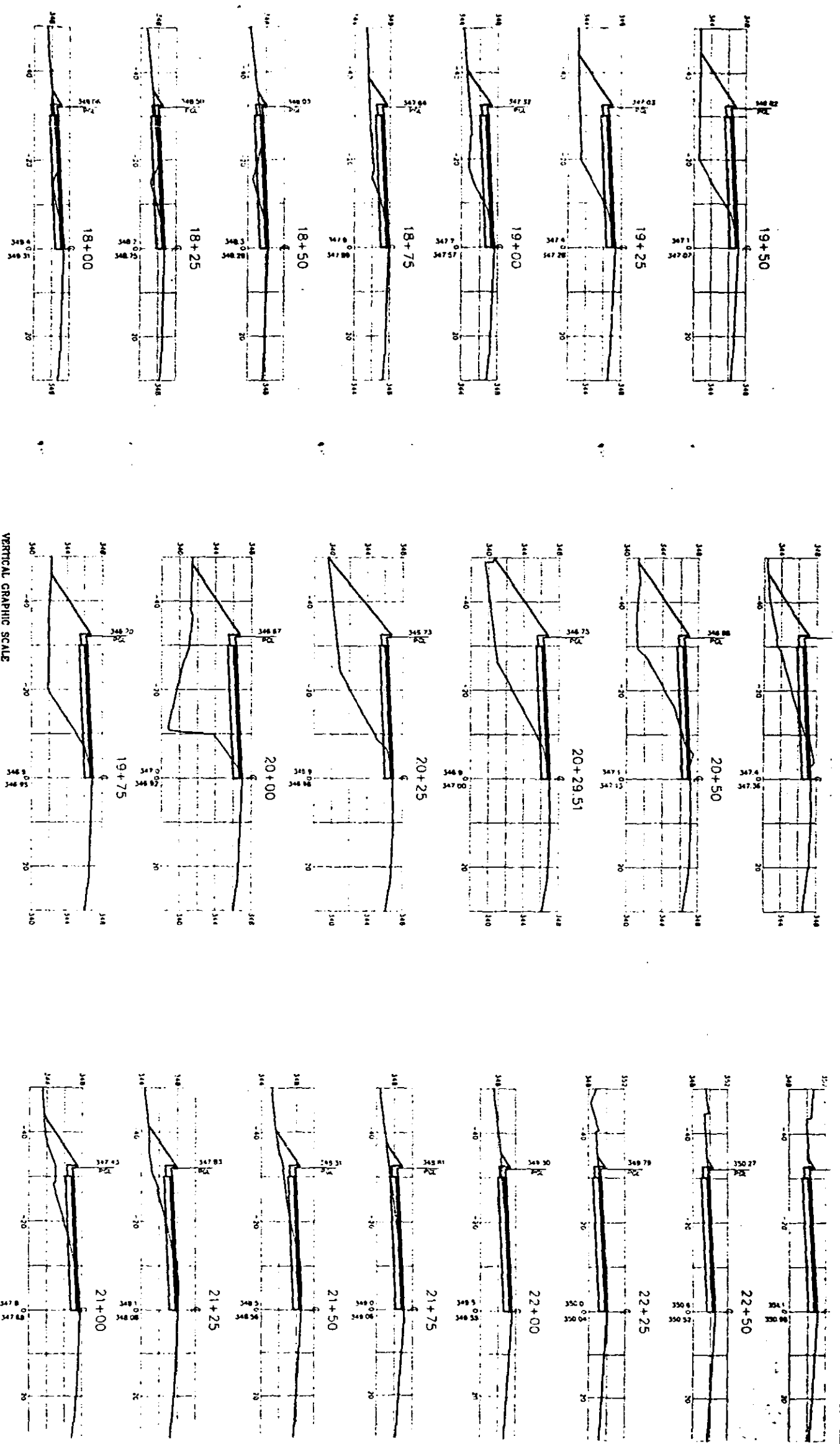
REVISIONS

DATE

PROJECT: THE COLLETTVILLE MARKETPLACE
DEVELOPER: MARKET STREET DEVELOPMENT, LLC

CROSS SECTION FOR MARKET BOULEVARD
COLLETTVILLE, TENNESSEE
DATE: 8-5-98

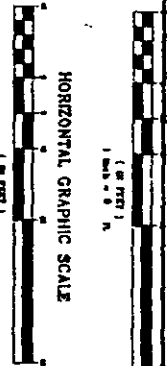
10 OF



VERTICAL GRAPHIC SCALE
1 inch = 8 ft

HORIZONTAL GRAPHIC SCALE
1 inch = 40 ft

- The contractor shall be responsible for obtaining all utility locations and depths for the project.
- The contractor shall be responsible for obtaining all utility locations and depths for the project.
- The contractor shall be responsible for obtaining all utility locations and depths for the project.
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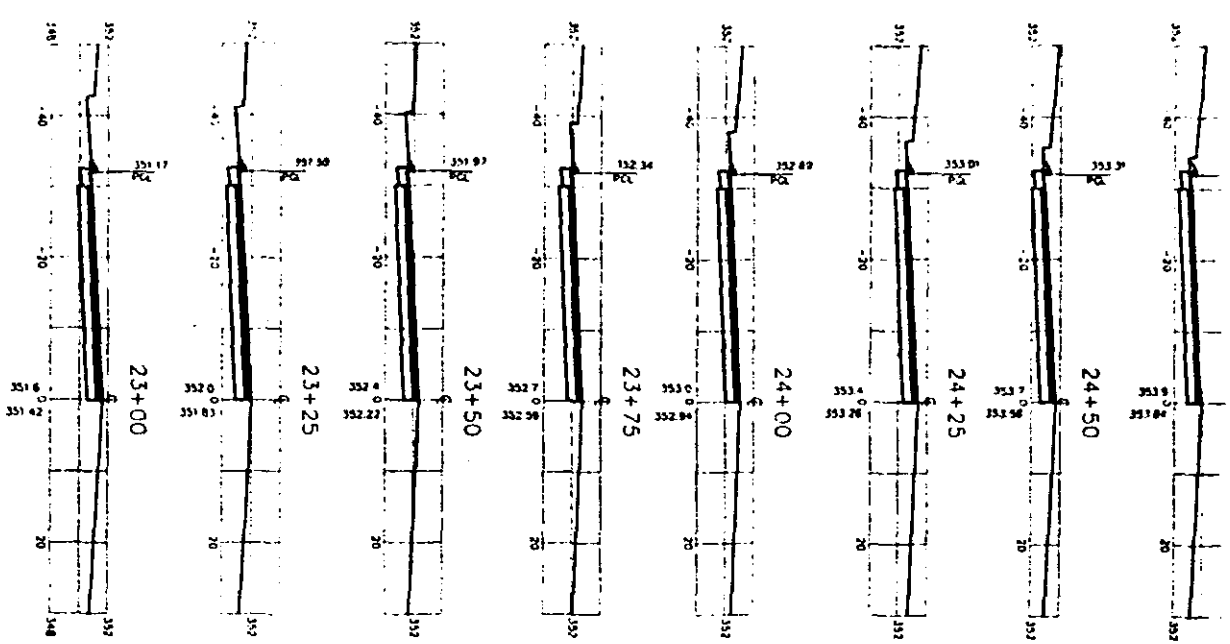
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8-5-98

NO.	DESCRIPTION OF CHANGE	DATE

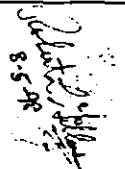
PROJECT: THE COLLETVILLE MARKETPLACE
DEVELOPER: MARKET STREET PROPERTIES, LLC

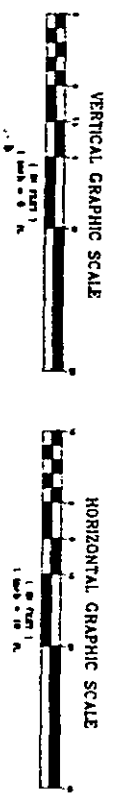
CROSS SECTION FOR MARKET BOULEVARD
COLUMBIA, TENNESSEE
DATE: 8/5/98
SCALE: 1"=40' H, 1"=8' V

HT 2811



1. The contractor shall maintain the existing ground surface within the boules and shall not remove any material therefrom.
2. The contractor shall maintain the existing ground surface within the boules and shall not remove any material therefrom.
3. The contractor shall maintain the existing ground surface within the boules and shall not remove any material therefrom.
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8. The contractor shall maintain the existing ground surface within the boules and shall not remove any material therefrom.
9. The contractor shall maintain the existing ground surface within the boules and shall not remove any material therefrom.
10. The contractor shall maintain the existing ground surface within the boules and shall not remove any material therefrom.

	
REASONS	DATE
DESCRIPTION OF CHANGE	
DEVELOPER	NAME
PROJECT	ADDRESS
CITY	STATE
COUNTY	
<p>CROSS SECTION FOR MARKET BOULES</p> <p>DEPARTMENT OF TRANSPORTATION</p> <p>COLUMBIANA, TENNESSEE</p> <p>2314 M</p> <p>11-23-00-00</p> <p>11-23-00-00</p> <p>11-23-00-00</p> <p>11-23-00-00</p>	



SCHEDULE G

HT 2811

Poplar Avenue Improvements

To be prepared by Landowner and approved by HD in accordance with and subject to the foregoing Development Agreement.

**This instrument prepared
by & return to:
Philip G. Kaminsky, Attorney
1755 Kirby Parkway, Suite 100
Memphis, TN 38120**

HT 2811

SCHEDULE H
SCHEDULE OF SITE COSTS

Cost Item	Total Cost	HD Share Due Seller for Work Done by Seller (30% unless otherwise indicated)	Seller Share due HD for Work done by HD (70% unless otherwise indicated)
1. Architectural and Engineering a. GFA b. Ashworth Vaughn	a. \$ 12,000.00 b. 6,500.00	b. 1,950.00	a. \$ 8,400.00
2. Foundations for Monument sign	5,000.00		3,500.00
3. Conduit fees to sign	1925.00		1,347.50
4. Clearing and grubbing	94,500.00		47,250.00 (50%)
5. Market Street Improvements a. Seller's engineering and permit costs b. Road construction costs (excluding Home Depot main entrance from Market Street) c. Northernmost curb cut and driveway	a. 8,000.00 b. 98,817.00 c. 10,000.00	a. 2,400.00	b. 69,171.90 c. 5,000.00 (50%)
6. Detention Pond	23,056.00		6,916.80 (30%)
7. Sanitary Sewer Line from White Road to southerly line of Home Depot property	10,120.00		5,060.00 (50%)
8. Sanitary Sewer Line in White Road and from White Road to Lift Station	20,000.00		10,000.00 (50%)
9. Temporary drainage ditch	20,900.00		14,630.00
10. North Access Drives	76,505.00		53,553.50
11. South Access Drives	130,779.44		91,545.61
12. Poplar Avenue Improvements a. Seller's engineering and permit costs b. Construction costs (allowance)	a. 4,400.00 b. 140,000.00	a. 1,320.00	b. 98,000.00
13. Acquisition of all permits for Market Boulevard Improvements	1,500.00	450.00	
14. Plans for Poplar Avenue Improvements	8,000.00	2,400.00	
15. Acquisition of all permits for Poplar Avenue Improvements	3,000.00	900.00	
16. Traffic signal at White Road and Market Boulevard	70,000.00		70,000.00 (100%)
17. Traffic signal on Poplar Avenue	30,000.00	9,000.00	
TOTALS	\$ 775,002.44	18,420.00	\$ 484,375.31

NET OWNED TO HOME DEPOT \$ 302,100

This instrument prepared by & return to:
Philip G. Kaminsky, Attorney
1755 Kirby Parkway, Suite 100
Memphis, TN 38120

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REGISTER

HT2811

SHELBY COUNTY
REGISTER OF DEEDS
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