

Prepared by and when recorded return to:

AutoZone Development Corporation
123 South Front Street
Memphis, Tennessee 38013
Attention: Legal Department


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Shelby Cnty Judge of Probate, AL
01/29/2013 03:49:00 PM FILED/CERT

SPACE ABOVE RESERVED FOR RECORDING

RESTRICTIVE COVENANTS AND EASEMENT AGREEMENT

THIS RESTRICTIVE COVENANTS AND EASEMENT AGREEMENT (this "**Agreement**") is made as of January 17, 2013, by and between **AUTOZONE DEVELOPMENT CORPORATION**, a Nevada corporation, whose mailing address is 123 South Front Street, Memphis, Tennessee 38103 ("**AutoZone**"), and **HOME DEPOT U.S.A., INC.**, a Delaware corporation, whose mailing address is 2455 Paces Ferry Road, Atlanta, Georgia 30339 ("**Home Depot**").

W I T N E S S E T H:

WHEREAS, by virtue of a conveyance from Home Depot of even date herewith, AutoZone is the owner of that certain tract of land described on **Exhibit A** attached hereto and made a part hereof and shown on the site plan attached hereto as **Exhibit C** and made a part hereof (the "**Site Plan**"), said property being referred to herein as the "**AutoZone Property**"; and

WHEREAS, Home Depot is the owner of that certain tract of land described on **Exhibit B** attached hereto and made a part hereof and shown on the Site Plan, said property being contiguous to the AutoZone Property, and being hereinafter referred to as the "**Home Depot Property**" (the AutoZone Property and the Home Depot Property are hereinafter sometimes referred to collectively as the "**Properties**" and each a "**Property**"); and

WHEREAS, Home Depot and AutoZone desire to impose certain restrictions on the AutoZone Property and the Home Depot Property for the benefit of Home Depot and AutoZone and their respective Properties (Home Depot and AutoZone are hereinafter sometimes referred to collectively as the "**Owners**" or each individually as an "**Owner**"); and

WHEREAS, the parties have agreed to grant certain easements for the benefit of their respective Properties; and

WHEREAS, the creation, use and maintenance of the easements and restrictions granted herein will be beneficial to the Properties.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by each party hereto to the other (including, with respect to AutoZone, Home Depot's conveyance to it of the AutoZone Property), the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE I - GRANT OF EASEMENTS

Section 1.01. Access Easements. The Owners of the Properties hereby grant and convey, each to the other, for the benefit of the Properties, a non-exclusive easement and right to the use during the term of this Agreement of the common curb cuts, roadways, driveways, aisles, walkways and sidewalks located on the Properties from time to time (the "**Common Areas**") for purposes of ingress, egress, passage and delivery, by vehicles and pedestrians, but not parking.

The easements granted hereby shall be for the benefit of, but not restricted solely to, the Owners of the Properties and each such Owner may grant the benefit of such easements to the tenants and other occupants of its Property for the duration of such occupancy, and to the customers, employees, agents and business invitees thereof; but the same is not intended nor shall it be construed as creating any rights in or for the benefit of the general public nor shall it affect any real property outside the Properties.

Section 1.02. Utility Easements.

The Owners of the Properties hereby grant and convey, each to the other, for the benefit of the Properties, an easement in, to, over, under and across the Properties for the purpose of installation, operation, maintenance, repair, replacements, removal and relocation of underground storm sewer lines, sanitary sewer pipes, water and gas lines and mains, electric power lines, telephone lines, and other underground utility lines ("**Utility Lines**") to serve the facilities located on the Properties. The installation of any Utility Lines shall be subject, as to location, to the approval of the granting Owner, which approval shall not be unreasonably withheld or delayed.

The Owners of the Properties or any designee served by such Utility Lines may operate, maintain and repair (and if it does not interfere with the use of the granting Owner's Property) relocate such Utility Lines, provided such repair and maintenance is performed expeditiously and only after five (5) business days' written notice to the granting Owner utilizing or serviced by said Utility Lines or the parking area to be affected by any construction work. The party performing the repair shall, at its cost and

expense, repair any damage to any improvements. Each Owner shall indemnify and hold the granting Owner and any occupant of the granting Owner's Property harmless from any claims, damage or loss which may result from the activities in making such repairs or relocating its facilities. In furtherance of the foregoing, any Utility Line serving only a single Property shall be constructed, maintained, repaired and replaced by the Owner of the Property served by such Utility Line in accordance with the requirements of this Section 1.02 at such Owner's sole cost and expense.

Section 1.03. Temporary Construction Easements. In connection with any construction work to be performed on the Properties, each Owner hereby grants every other Owner temporary easements for incidental encroachments upon its Property which may occur as a result of such construction, so long as such encroachments are kept within the reasonable requirements of construction work expeditiously pursued and so long as customary insurance is maintained protecting the other party from the risks involved. In no event shall an Owner stage any construction on the Property of another Owner.

Section 1.04 Storm Water Drainage Easement. Home Depot, as the Owner of the Home Depot Property, hereby grants and conveys to AutoZone, for the benefit of the AutoZone Property, a non-exclusive perpetual easement in, to, over, under and across the Home Depot Property for purposes of draining and impounding storm water from the AutoZone Property into the storm water drainage and detention facilities located on the Home Depot Property (the "**Storm Water Facilities**").

ARTICLE II - MAINTENANCE RESPONSIBILITIES

Section 2.01. Maintenance Obligations.

(A) Home Depot shall maintain the driveways on the Home Depot Property designated "**Access Drive**" on the Site Plan and the Storm Water Facilities in good condition and repair. On or before January 1st of each calendar year AutoZone shall deliver to Home Depot the sum of (i) One Thousand Five Hundred and No/100 Dollars (\$1,500.00) toward the cost of Home Depot's maintenance of the Access Drive and (ii) One Thousand and No/100 Dollars (\$1,000.00) toward Home Depot's maintenance of the Storm Water Facilities (collectively, as the same may be increased from time to time, the "**Maintenance Fee**"). The receipt of an invoice from Home Depot shall not be a condition to AutoZone's obligation to pay the Maintenance Fee on each January 1st as provided herein. The Maintenance Fee shall be due and payable in advance on January 1 of each year; provided, however, that the Maintenance Fee for the partial year between the date of this Agreement and the following January 1 shall be prorated and shall be due and payable upon the execution of this Agreement. The Maintenance Fee shall be increased, commencing on the second (2nd) anniversary of the first January 1st occurring after the date of this Agreement and each second (2nd) anniversary thereafter, to an amount equal to 103% of the annual contribution for the previous two-year period. Notwithstanding any other provisions hereof, if AutoZone, or any of its successors or assigns or their respective agents, representatives, invitees, guests, tenants or licensees, damages the Access Drive (normal wear and tear excepted)

or Storm Water Facilities, AutoZone shall reimburse Home Depot for the costs and expenses for the repair and restoration of such damage within thirty (30) days after receipt of an invoice from Home Depot, and in the event AutoZone fails to make such payment within such 30-day period, AutoZone 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. In addition to the foregoing, special assessments may be made for the cost of actual and necessary capital improvements or repairs to the Storm Water Facilities (the "**Capital Improvements**"). The cost of the Capital Improvements shall be shared pro rata between Home Depot and AutoZone based on the ratio that the total land square footage of the AutoZone Property bears to the total land square footage of the Properties.

The Maintenance Fee shall be sent to the following address:

P.O. Box 7247-7491
Philadelphia, Pennsylvania 19170-7491
Re Store No.: 0875

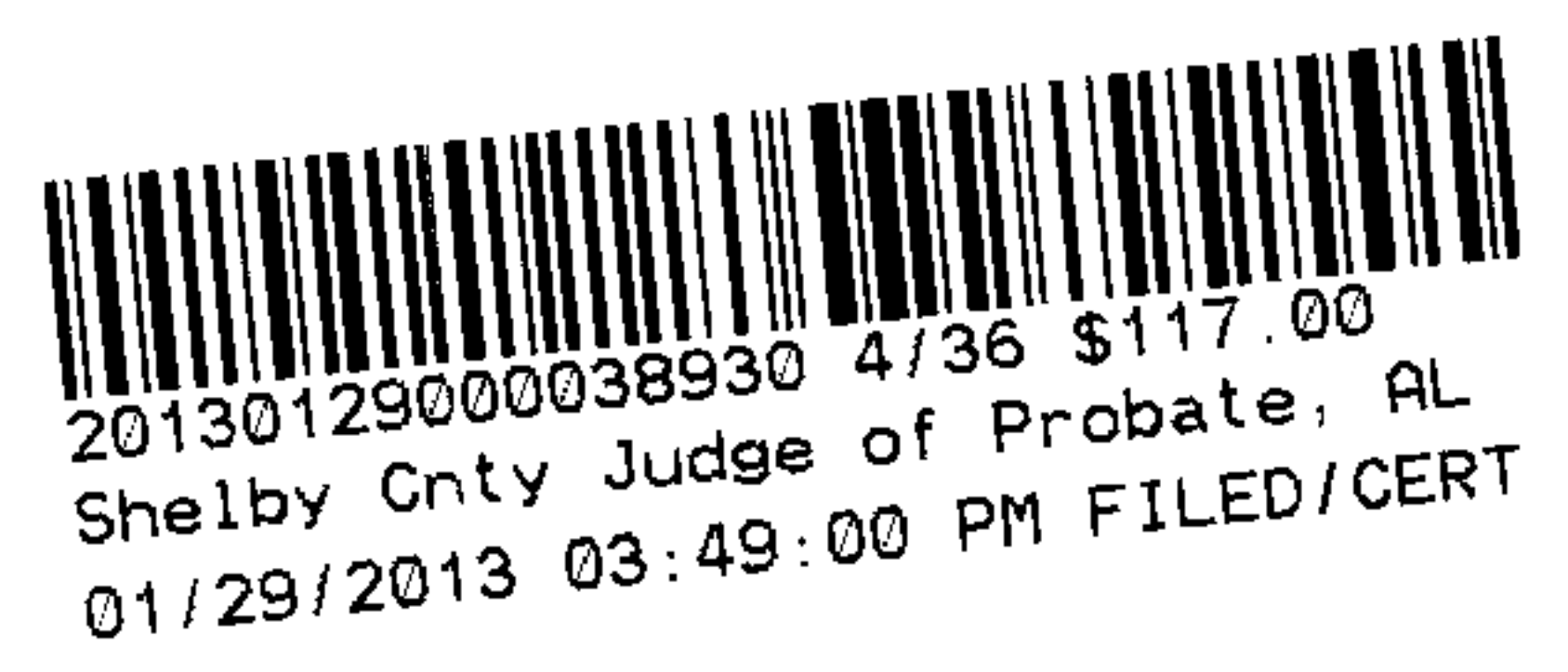
or to such other address as Home Depot may from time to time designate.

If the Owner of the AutoZone Property sells its interest in the AutoZone Property, then at the time of the sale of such interest, such Owner shall notify the Owner of the Home Depot Property of the name and address of the new Owner of the AutoZone Property and the effective date of the conveyance. Notwithstanding anything to the contrary contained in this Agreement, the Owner of the AutoZone Property shall continue to be liable for the payment of the Maintenance Fee for the AutoZone Property until such time that the transferring Owner has notified Home Depot of the transfer of its interest in the AutoZone Property as set forth above.

(B) AutoZone shall maintain, repair and replace the Common Areas on the AutoZone Property, so as to keep such areas at all times in a safe, sightly, good and functional condition to standards of comparable community shopping centers in the market area.

(C) AutoZone shall be responsible for keeping the Common Areas on the AutoZone Property clean and free from refuse and rubbish. Any landscaped areas on the AutoZone Property shall be mowed and otherwise tended to by AutoZone.

(D) AutoZone shall repave, re-stripe and replace markings on the surface of the parking areas and driveways in its Property from time to time as and when necessary so as to provide for the orderly parking of automobiles and shall place and maintain adequate exit and entrance and other traffic control signs to direct traffic in and out of said parking areas.



(E) AutoZone shall pay, prior to any penalty attaching thereto, all real estate taxes, assessments and personal property taxes, if any, imposed upon the land and improvements and equipment located on its Property.

(F) AutoZone shall cause the Common Areas and all buildings and improvements located on its Property to comply with all applicable requirements of law and governmental regulation applicable thereto.

ARTICLE III – AUTOZONE PROPERTY COVENANTS

Section 3.01. Restrictions on AutoZone Property. The AutoZone Property shall be owned and used subject to the following restrictive covenants, which shall run with the land and be binding upon AutoZone and each of AutoZone's tenants, subtenants and other occupants, and its and their respective successors and assigns (collectively, the "**Restrictions**"):

(A) No more than one (1) building or other structure (excluding a dumpster enclosure) shall be located on the AutoZone Property at any time. No building or other structure of any kind shall be permitted on the AutoZone Property except in the "**Building Area**" designated on the Site Plan, nor shall any building or structure within the Building Area exceed one (1) story and twenty-two feet (22') in height (from the building's approved finished floor elevation), exclusive of parapet walls and other projections which shall not exceed twenty-four feet (24') in height (from the building's approved finished floor elevation), or contain more than ten thousand (10,000) square feet in the aggregate. No building or structure on the AutoZone Property shall be located within sixty feet (60') of any building now located on the Home Depot Property. All exterior building signs shall be restricted to identification of the business or service located or provided therein. No exterior building or free-standing sign shall utilize flashing, moving or audible lights or appurtenances. The sizes and arrangements of the Common Areas on the AutoZone Property shall not be changed from that shown on the Site Plan without the prior written consent of Home Depot.

(B) No more than one (1) business shall be permitted to operate on the AutoZone Property at any time.

(C) Any building or structure on the AutoZone Property shall, where reasonably possible, orient its main entrance away from the parking areas located on the Home Depot Property.

(D) AutoZone shall have no obligation to construct any improvements on the AutoZone Property; provided, however, that if AutoZone elects to construct any improvements, once construction has commenced, AutoZone shall diligently and expeditiously pursue the construction of such improvements to completion, without any cessation of work.

(E) No building or other structure shall be permitted within the AutoZone Property if such building or other structure would reduce the parking ratio within the AutoZone Property to fewer than ten (10) parking spaces for every 1,000 square feet of improvements (including areas covered by canopies and other covered areas), or the number of parking spaces required under applicable governmental rules, regulations and ordinances without variance, whichever is greater, with respect to any restaurant use, and five (5) parking spaces for every 1,000 square feet of improvements located on the AutoZone Property (including areas covered by canopies and other covered areas), or below the number of parking spaces required under applicable governmental rules, regulations and ordinances without variance, whichever is greater, for any other use.

(F) No portion of the AutoZone Property or Home Depot Property shall be used for a business or use which creates strong, unusual or offensive odors, fumes, dust or vapors; is a public or private nuisance; emits noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness; or creates unusual fire, explosive or other hazards.

(G) No portion of the AutoZone Property may be leased, used or occupied as or for: a funeral parlor; flea market; discotheque; skating rink; restaurant (except for a fast food restaurant); the sale or distribution of alcoholic beverages (except as incidental to the business being operated on the AutoZone Property); bar (a bar being defined for purposes of this Agreement as an establishment offering the sale of alcoholic beverages for consumption on the premises where such sales are not incidental to the sale of food for on-premises consumption in a bona fide fast food restaurant); unsupervised game room or amusement arcade; movie theater; automobile dealership or repair shop; barbecue or gas grill retail store; billiard parlor; bowling alley; truck stop; adult bookstore or establishment selling, exhibiting or distributing pornographic or obscene materials; massage parlor; so-called "head shop"; body and fender shop; off-track betting parlor; health spa; "social encounter" type restaurant (which for purposes hereof shall mean a restaurant, the primary purpose of which is the mixing and mingling of its patrons rather than dining); industrial, manufacturing, residential or office use; or any promotion, entertainment, or amusement activities such as traveling carnivals, fairs, auctions, shows, kiosks, booths for the sale of fire works, sales by transient merchants utilizing vehicles or booths, or other promotions of any nature. The sale of alcoholic beverages shall be deemed incidental if the gross sales derived from such alcoholic beverages are less than ten percent (10%) of the total gross sales derived from the business operated on the AutoZone Property. Notwithstanding the foregoing, the parties recognize that AutoZone has a policy of "AutoZone Customer Assistance", which means assistance by AutoZone's employees with minor repairs or adjustments for customers such as, but not limited to, battery removal and installation, replacement of headlights, and the filling of windshield-washer reservoirs. So long as AutoZone Customer Assistance is done at no charge for labor and in compliance with all state, federal and local laws and ordinances, it shall not be a violation of the foregoing restriction. Notwithstanding the foregoing, AutoZone Customer Assistance shall not include changing of oil or replacement of engine parts.

(H) No portion of the Home Depot Property may be leased, used or occupied as or for: an adult bookstore or establishment selling, exhibiting or distributing pornographic or obscene materials; a so-called "head shop"; a body and fender shop; or any industrial or manufacturing use.

(I) No portion of the AutoZone Property shall be used for the sale, display, lease or distribution of lumber, hardware items, plumbing supplies, electrical supplies, paint, wallpaper and wall coverings, hard and soft flooring (including, without limitation, tile, wood flooring, rugs and carpeting), interior design services, kitchens or bathrooms or components thereof (including, without limitation, tubs, sinks, faucets, mirrors, cabinets, showers, vanities, countertops and related hardware), indoor and outdoor lighting, window treatments (including, without limitation, draperies, curtains and blinds), cabinets, siding, ceiling fans, gardening supplies, nursery products, pool supplies, patio furniture and patio accessories, non-patio furniture, kitchen appliances, closet organizing systems, pictures or picture framing, or Christmas trees.

(J) Home Depot shall have the right to review and approve the plans and specifications for all improvements contemplated on the AutoZone Property, including but not limited to, approval of elevations, landscaping, signs, design criteria, plans and specifications (including, without limitation, civil drawings and architectural plans and specifications), building material specifications, exterior color schemes and site plans (collectively, the "**Plans**"). Home Depot's approval rights contained herein include the right to approve the location of improvements on the AutoZone Property. Home Depot also reserves the right to review and approve Plans for all structural alterations to improvements and changes to elevations, signage and landscaping. In connection with its review of any Plans, Home Depot shall have the right to request the submission of samples of proposed construction materials. Any disapproval of the Plans by Home Depot shall be delivered in writing to AutoZone and shall specify in reasonable detail the reasons for disapproval of the Plans, and the specific revisions required by Home Depot to make the Plans acceptable. Home Depot shall not be liable in damages or otherwise for any reason, including any mistake in judgment, negligence or nonfeasance, arising out of or in connection with the approval or disapproval or failure to approve or disapprove any Plans submitted pursuant to this Section 3.01(I). No approval shall be considered an approval of the Plans from an engineering perspective or a determination that the Plans meet building, environmental or engineering design standards, or that any improvements have been built in accordance with such Plans. Home Depot shall be entitled to assign its rights hereunder to any successor Owner of the Home Depot Property; provided, however, such rights shall only be assigned to and exercised by one successor Owner of the Home Depot Property at a time. The Plans shall also be subject to the prior approval of any other necessary approving parties as set forth in a recorded instrument or otherwise.

(K) With respect to any plans, drawings or like submissions required to be made by AutoZone to Home Depot for Home Depot's approval in accordance with the provisions of this Agreement, AutoZone agrees that it will, absent Home Depot's consent to the contrary, cause such plans, drawings and submissions to be delivered to Home

Depot by virtue of electronic transmittal of a .pdf file containing the plans, drawings and/or submissions at issue or, if reasonably requested by Home Depot, by electronic transmittal of CAD files containing such materials.

(L) AutoZone's development and use of the AutoZone Property shall in no way adversely effect the use or operation of the Home Depot Property.

(M) Prior to constructing any improvement on the AutoZone Property, AutoZone shall construct and install on the Home Depot Property, at AutoZone's sole cost and expense, the improvements shown and described on **Exhibit E** attached hereto and made a part hereof (the "**Improvements**"). The Improvements shall be constructed in accordance with the Plans approved by Home Depot pursuant to Section 3.01(J) above (it being specifically understood and agreed that the Plans shall include the Improvements). After the completion of the Improvements, AutoZone shall immediately restore the Home Depot Property to a good condition, order and repair at AutoZone's sole cost and expense.

Section 3.02. Security Services for AutoZone Property.

AutoZone acknowledges and agrees that Home Depot shall have no responsibility or obligation whatsoever to provide any security or crime prevention services for the benefit of the AutoZone Property and AutoZone hereby releases and agrees to hold harmless Home Depot from and against any and all liability or loss to AutoZone, its agents, employees, contractors or invitees arising out of or in any way connected with any trespass, criminal activity, damage or injury to persons or property at the AutoZone Property or the Home Depot Property AutoZone shall, at AutoZone's sole cost and expense maintain at the AutoZone Property security services comparable as to coverage, control and responsiveness to that which would be obtained by prudent owners or operators of like enterprises in the general locale of Birmingham, Alabama.

Section 3.03. Special Restrictions Regarding Construction. The AutoZone Property shall be subject to the following additional Restrictions, which shall be binding on AutoZone and each of its tenants, occupants, employees, agents and invitees:

(A) All construction shall be performed in compliance with all applicable laws, rules, regulations, orders, and ordinances of the city, county, state, and federal government, or any department or agency thereof, and shall not: (i) interfere with the use, occupancy or enjoyment of any part of the Home Depot Property; or (ii) cause any building or other improvements located on the Home Depot Property to be in violation of any law, rule, regulation, order or ordinance authorized by any city, county, state, federal government, or any department or agency thereof. Any work to be performed by AutoZone on the Home Depot Property shall comply with the specifications attached hereto as **Exhibit D** and made a part hereof.

(B) AutoZone shall be responsible for obtaining all necessary Storm Water Discharge Approvals (as hereinafter defined) in connection with any construction

on the AutoZone Property. All construction shall be performed in such a manner so as to be in compliance with the requirements of all applicable Environmental Permits and Approvals, including, without limitation, Storm Water Discharge Laws (as hereinafter defined); and shall not cause or threaten to cause, or increase the severity or duration of, any instance of non-compliance by Home Depot with respect to the Home Depot Property. For purposes hereof, "Environmental Permits and Approvals" shall mean all necessary approvals from applicable governmental or quasi-governmental authorities associated with soil erosion and sedimentation and construction storm water management and discharge, including all permits and plans related thereto required under the Storm Water Discharge Laws (including, without limitation, any NPDES (as hereinafter defined) permit required to authorize the discharge of construction storm water and any SWPPP (as hereinafter defined) required pursuant to any Storm Water Discharge Laws); the term "Storm Water Discharge Laws" shall mean the Federal Clean Water Act (33 U.S.C. § 1251 *et seq.*) and any State statute or regulation in reliance upon which the United States Environmental Protection Agency has authorized the State in which the Properties are located to operate a permitting program in lieu of federal implementation of the NPDES program in such State; the term "NPDES" shall mean the National Pollutant Discharge Elimination System as established under 33 U.S.C. § 1342; the term "SWPPP" shall mean any storm water pollution prevention plan required pursuant to any permits and approvals from any governmental or quasi-governmental authorities; the term "**Storm Water Discharge Approvals**" shall mean all approvals for the discharge of construction storm water pursuant to the Storm Water Discharge Laws.

(C) AutoZone shall give Home Depot at least ten (10) business days prior written notice (the "**Work Notice**") of any construction, reconstruction or exterior remodeling of any building or other improvements (to the extent permitted under this Agreement). The Work Notice shall include the name and contact information of the construction manager or other accountable construction person for AutoZone or its contractor, proposed dates for a pre-construction meeting with AutoZone's contractor, which representatives of Home Depot shall have the right to attend (and AutoZone shall cooperate with Home Depot to agree upon a mutually convenient date and time for such pre-construction meeting), a construction schedule for the work to be performed and a site plan designating an area on the AutoZone Property to be used as a staging and storage area. Any portion of the construction schedule pertaining to work to be performed on the Home Depot Property and the staging and storage area on the AutoZone Property shall be subject to Home Depot's prior written approval. All storage of materials and parking of construction vehicles shall occur only within the staging and storage areas located upon the AutoZone Property. AutoZone shall, upon the written request of Home Depot, erect such fences or other devices which Home Depot may reasonably require to ensure the safety of Home Depot and its employees, agents, licensees, customers, invitees, tenants, sublessees, concessionaires, successors and assigns, or as may be otherwise required by applicable law, regulation, ordinance, order or decree. Home Depot shall have the right to hire an independent contractor or testing company to observe all work to be performed on the Home Depot Property and, in such event, AutoZone shall give such contractor or testing company at least twenty-four (24) hours' prior written notice before performing any such work. During the course of

construction Home Depot or its independent contractor or testing company shall have the right, at Home Depot's expense, to conduct tests and inspections of any work performed on the Home Depot Property. Upon completion of all work to be performed on the Home Depot Property, AutoZone's construction representatives and contractor and Home Depot's representatives shall meet and examine the same and any deficiencies shall be promptly corrected to Home Depot's commercially reasonable satisfaction at AutoZone's sole cost and expense. Further, all work performed on the Home Depot Property shall again be examined eleven (11) months after completion of construction and any deficiencies shall be promptly corrected to Home Depot's commercially reasonable satisfaction at AutoZone's sole cost and expense.

(D) Upon completion of any construction, AutoZone shall at its cost restore any affected access ways, parking areas and other Common Areas to a condition equal to or better than the condition thereof existing prior to the commencement of such construction. Any other provision of this Agreement to the contrary notwithstanding, there shall be no access for construction or any related purpose on or across any portion of the Home Depot Property other than in the areas otherwise denoted on the Site Plan.

(E) If a mechanic's or materialmen's lien is recorded against or becomes an encumbrance on the Home Depot Property as a result of any construction work performed by AutoZone or otherwise due to any act or omission of AutoZone or its agents or contractors, AutoZone shall, within thirty (30) days of the recording of such lien, obtain by discharge, bond or otherwise, the release of any such lien as an encumbrance on the Home Depot Property. AutoZone shall indemnify and hold Home Depot harmless against any such liens and from any and all expense and liability in connection therewith including, but not limited to, attorneys' fees and court costs resulting therefrom. If AutoZone fails to obtain the release of any such lien within said thirty (30) day period, Home Depot may, at its option, bond for and/or otherwise obtain the release of any such lien, in which event AutoZone shall, within ten (10) days of its receipt of a written request therefor, reimburse Home Depot for all costs and expenses incurred by Home Depot in obtaining such bond or release.

(F) Prior to commencing any construction activities within the AutoZone Property, AutoZone shall obtain or require its contractor to obtain and thereafter maintain, so long as such construction activity is occurring, at least the minimum insurance coverages set forth below:

(i) Workers' compensation insurance as required by applicable law or regulation and employer's liability insurance in the amount of Three Million and No/100 Dollars (\$3,000,000.00) for each accident for bodily injury, Three Million and No/100 Dollars (\$3,000,000.00) for bodily injury by disease, and Three Million and No/100 Dollars (\$3,000,000.00) for each employee for bodily injury by disease.

(ii) Commercial general liability insurance covering all operations by or on behalf of the general contractor, including, without limitation, coverage for premises and operations, products and completed

operations, contractual liability, property damage (including completed operations), explosion, collapse and underground hazards, personal injury and builder's risk, with minimum limits of liability in the amount of One Million and No/100 Dollars (\$1,000,000.00), except with respect to (x) products and completed operations, which shall have minimum limits of Three Million and No/100 Dollars (\$3,000,000.00) in the aggregate (and which shall be maintained for a three (3) year period following final completion of the work) and (y) general aggregate, which shall have a minimum limit of Three Million and No/100 Dollars (\$3,000,000.00) applied separately to the AutoZone Property.

(iii) Automobile liability insurance (bodily injury and property damage liability) including coverage for owned, hired, and non-owned automobiles, with limits of liability of not less than One Million and No/100 Dollars (\$1,000,000.00) combined single limit each accident for bodily injury and property damage combined. The general contractor shall require each of its subcontractors to include in their liability insurance policies coverage for automobile contractual liability.

(iv) The general contractor shall also carry umbrella/excess liability insurance in the amount of Three Million and No/100 Dollars (\$3,000,000.00). If there is no per project aggregate under the contractor's commercial general liability policy, the limit shall be Five Million and No/100 Dollars (\$5,000,000.00).

Home Depot shall be named as an additional insured and such insurance shall provide that the insurance shall not be canceled, or reduced in amount or coverage below the requirements of this Agreement without at least thirty (30) days' prior written notice to Home Depot. AutoZone shall supply Home Depot with certificate(s) of insurance with respect to the insurance required by this subsection (F) thirty (30) days prior to the commencement of construction.

(G) AutoZone shall deliver to Home Depot an as-built survey showing all improvements and platting all title exceptions within thirty (30) days following AutoZone's completion of any improvements.

ARTICLE IV – LIABILITY INSURANCE; INDEMNIFICATION

Section 4.01 Indemnification; Liability Insurance.

(a) Subject to the provisions of Section 5.03 below regarding waiver of subrogation with respect to damage to property, each Owner shall defend, indemnify, protect and hold the other 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) (collectively, "**Claims**") 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

Property of the indemnifying Owner, including the indemnifying Owner's own negligence; provided that nothing herein contained shall require either Owner to indemnify the other Owner with respect to such other Owner's own negligence or willful misconduct; (ii) occasioned wholly by any negligent or willful act or omission of the indemnifying Owner or the tenants or occupants of the indemnifying Owner's Property or their respective its agents, contractors, servants or employees; or (iii) in connection with the indemnifying Owner's failure to comply with the provisions of this Agreement.

(b) Each Owner shall maintain or cause to be maintained commercial general liability insurance insuring against claims on account of loss of life, bodily injury or property damage that may arise from, or be occasioned by the negligence of such Owner anywhere upon the Properties or that may arise from, or be occasioned by the condition, use or occupancy of the Common Areas on the Property of such Owner and its tenants, agents, contractors, employees, licensees, customers and invitees or other occupants of such Owner's Property. Each such policy shall name the other Owner as an additional insured and shall have limits of not less than Five Million Dollars (\$5,000,000) combined single limit per occurrence/aggregate, with such coverage to be on an "occurrence" rather than a "claims made" basis. Such policies shall provide for severability of interests and shall provide that any act or omission of one of the insureds that would void or otherwise reduce coverage shall not reduce or void the coverage as to the other insureds. Such insurance shall also include an endorsement providing for blanket contractual liability coverage.

All insurance required hereunder shall be carried by a reputable insurance company or companies qualified to do business in the State in which the Properties are located with a financial rating of VIII or better and policyholder's rating of A- or better in the latest edition of Best's Rating Guide on Property and Casualty Insurance Companies (or a comparable rating in any comparable international ratings guide) and such insurance shall provide that each insured and any additional insureds shall be given a minimum of ten (10) days' written notice prior to the cancellation, termination or alteration of the terms or limits of such coverage. The foregoing provisions to the contrary notwithstanding, any Owner having a net worth in excess of \$100,000,000.00 or annual operating cash flow in excess of \$500,000,000.00 may (i) "self-insure" or (ii) provide for a deductible from such coverage related to its Property, to the extent of one percent (1%) of the net worth of such Owner (or in the case of Home Depot, its ultimate parent) in its last annual or fiscal year as certified by an independent certified public accountant or sworn to by an authorized officer of such Owner (if audited financial statements are not available) and computed in accordance with generally accepted accounting principles consistently applied. Such insurance may be carried under a "blanket" policy or policies covering other properties of the Owner and its subsidiaries and controlling or affiliated corporations, provided that such blanket policy provides coverage applicable to the Property equal to or in excess of the minimum limits of coverage established hereby. Each Owner shall, upon written request from the other Owner, furnish to the requesting Owner certificates of insurance evidencing the existence of the insurance required to be carried pursuant to this Section 4.01 or evidence of a self-insurance capacity as provided in this Section 4.01, as the case may be, and evidencing the necessary designation of the other Owner as an additional insured. An Owner electing to "self-insure" shall give

notice of such election to the other Owner; provided that failure to give, or delay in giving, any such notice shall not constitute a default under this Agreement. As an alternative to delivering a certificate or certificates of insurance, an Owner may provide the other Owner with a website address maintained by such Owner's insurance consultant which shall enable the "recipient" Owner to electronically review all insurance maintained by the "delivering" Owner from time to time to confirm such Owner's compliance with the terms of Section 4.01 related to insurance.

ARTICLE V - PROPERTY DAMAGE AND EMINENT DOMAIN

Section 5.01. Damage to Building. If the building or any other improvements located on the AutoZone Property are damaged or destroyed by fire or other cause, AutoZone shall promptly cause either (i) the repair, restoration, or rebuilding of such improvements to a condition and an architectural style existing immediately prior to the damage or destruction, (ii) the rebuilding or a completely new building (subject to the approval process set forth in this Agreement), or (iii) the razing of the building, the filling of any excavation, and performance of any other work necessary to put the AutoZone Property in a clean, sightly and safe condition. All portions of the AutoZone Property on which the building is not reconstructed following a casualty shall be (i) graded or caused to be graded by AutoZone to the level of the Home Depot Property and in such a manner as not to adversely affect the drainage of the Home Depot Property or any portion thereof, (ii) covered by decomposed granite, gravel, sod, hydroseed or as otherwise permitted by governmental authorities, and (iii) kept weed free and clean at AutoZone's sole cost and expense until such time as a building is reconstructed thereon.

Section 5.02 Property Insurance. To assure performance of its obligations under Section 5.01 above, AutoZone shall cause to be carried fire and extended coverage insurance on all buildings and improvements on the AutoZone Property in the amount of the replacement cost of such improvements. Any such insurance shall otherwise conform to the provisions regarding insurance set forth in Article IV above, including rights of self-insurance.

Section 5.03 Waiver of Subrogation. Each Owner hereby waives any rights it may have against the other Owner on account of any loss or damage occurring to the waiving Owner or the tenants or occupants of such waiving Owner's Property, either real or personal, arising from any risk generally covered by fire and extended coverage insurance to be carried by an Owner pursuant to the provisions of Section 5.02 or otherwise covered by property insurance or self-insurance of the waiving Owner then in effect. In addition, each Owner, for itself and on behalf of its insurance companies, waives any right of subrogation that its insurance company or companies may have against the other Owner or the tenants or occupants of the Property of such other Owner. It is the intent of the parties that, with respect to any loss from a named peril required to be covered under a policy of property insurance or otherwise actually covered by a policy or self-insured by an Owner, such Owner shall look solely to its insurance company or plan of self-insurance for recovery.

ARTICLE VI - MISCELLANEOUS PROVISIONS

Section 6.01. Time of the Essence. Time is of the essence of this Agreement.

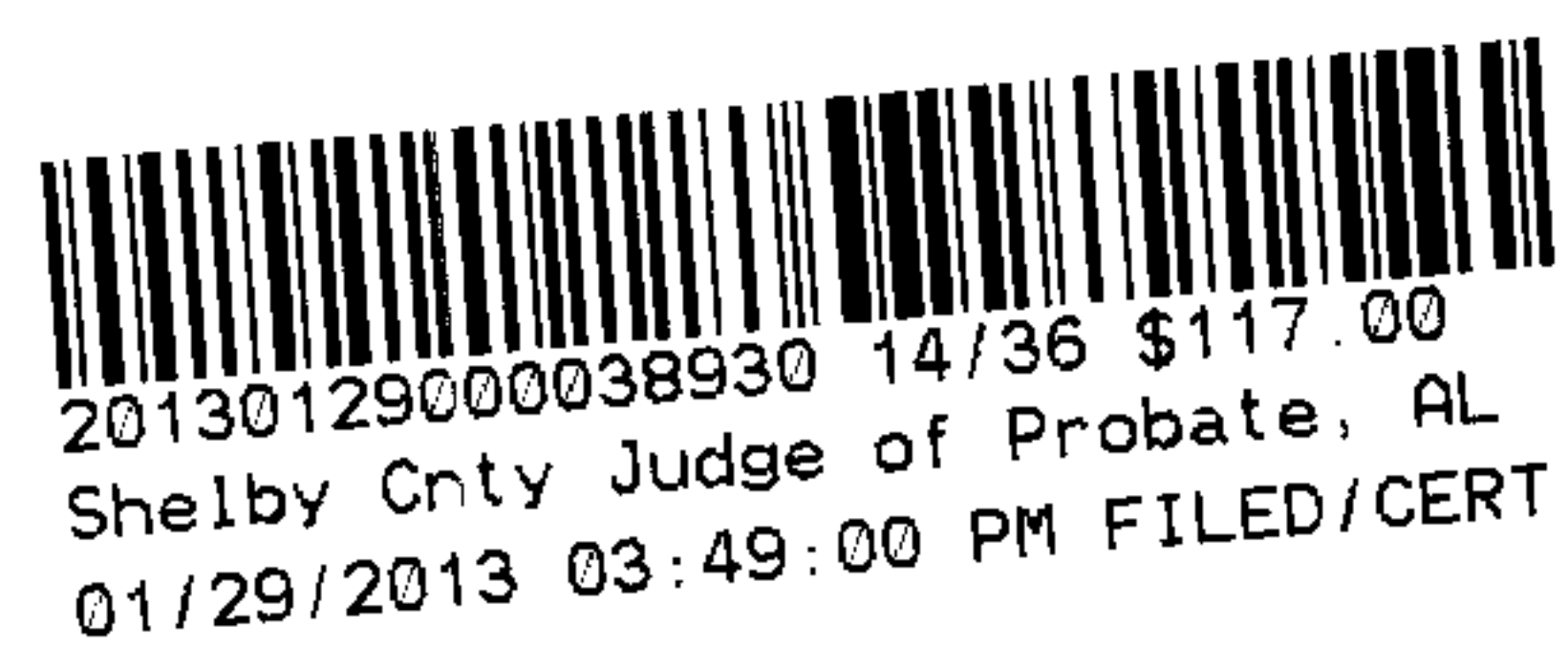
Section 6.02. Amendment. AutoZone and Home Depot hereby agree that this Agreement may be amended, modified or terminated only upon the written agreement of the parties hereto or their respective successors or assigns.

Section 6.03. 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.

Section 6.04. 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 real 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.

Section 6.05. Binding Effect; Appurtenance. This Agreement shall be binding upon and inure to the benefit of AutoZone and Home Depot 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 Agreement that accrue during the period of time during which such Owner holds fee simple title to the Properties or portion thereof. Upon conveyance of the Properties 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 Property, 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, privileges and easements granted and conveyed hereunder shall exist for the benefit of, and be a burden upon, the Home Depot Property and the AutoZone Property and shall run with title to, and be appurtenant to, such Properties.

Section 6.06. 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 AutoZone: AutoZone Development Corporation
123 South Front Street, Dept. 8700
Memphis, Tennessee 38103
Attention: Property Management
Telephone Number: (901) 495-6500
Facsimile Number: (901) 495-8969

If to Home Depot: Home Depot U.S.A., Inc.
2455 Paces Ferry Road, C-9
Atlanta, Georgia 30339
Attn: Property Management
Store No.: 0875
Telephone Number: (770) 433-8211
Facsimile Number: (770) 384-3643

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.

Section 6.07. Self Help. In the event an Owner fails to perform the maintenance, repair or other work required by this Agreement, or fails to perform the work in accordance with the requirements of this Agreement, or otherwise breaches the terms of this Agreement, 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, 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 Property) 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 Agreement, or the breach of this Agreement, creates an imminent danger of damage to persons or properties, or jeopardizes the continuance of business operations on any Property, no notice shall be required prior to the non-defaulting Owner commencing such work or commencing a cure. Any monetary amounts due and payable to the non-defaulting Owner pursuant to this Agreement shall be paid within ten (10) days from the date the defaulting Owner is notified of the amounts due. The failure to pay any amounts due pursuant to this Agreement shall not entitle such non-defaulting Owner to file a lien or claim of lien against the Property owned by the defaulting Owner.

Section 6.08. Injunctive Relief. In the event of a breach by any Owner of any obligation of this Agreement, the other Owner(s) shall be entitled to obtain an injunction

specifically enforcing the performance of such obligation; the Owners hereby acknowledge the inadequacy of legal remedies and the irreparable harm which would be caused by any such breach, and/or to relief by other available legal and equitable remedies from the consequences of such breach. Any action taken or document executed in violation of this Agreement shall be void and may be set aside upon the petition of the other Owner(s) of the Properties. Any costs and expenses of any such proceeding, including attorneys' fees in a reasonable amount, shall be paid by defaulting Owner and, if recorded, shall constitute a lien against the land, and improvements thereon, or the interests therein, until paid.

Section 6.09. Remedies Cumulative. In addition to the remedies set forth in this Agreement, each party shall be entitled to exercise all other remedies provided by law or in equity to the same extent as if fully set forth herein word for word. No remedy herein conferred upon, or reserved to any party shall exclude any other remedy herein, by law or in equity, but each shall be cumulative.

Section 6.10. Covenants Run With the Land. This Agreement and the easements, rights, obligations and liabilities created hereby shall be perpetual to the extent permitted by law. 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 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.

Section 6.11. Responsibility. Notwithstanding anything to the contrary contained in this instrument, each party to this Agreement shall be liable and responsible for the obligations, covenants, agreements and responsibilities created by this Agreement and for any judgment rendered hereon only to the extent of its respective interest in the land and improvements on its Property.

Section 6.12. Continuation Notwithstanding Breach. It is expressly agreed that no breach of this Agreement shall entitle any party hereto to cancel, rescind or otherwise terminate this Agreement. 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.

Section 6.13. Entire Agreement. This Agreement 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 Agreement and exhibits hereto.

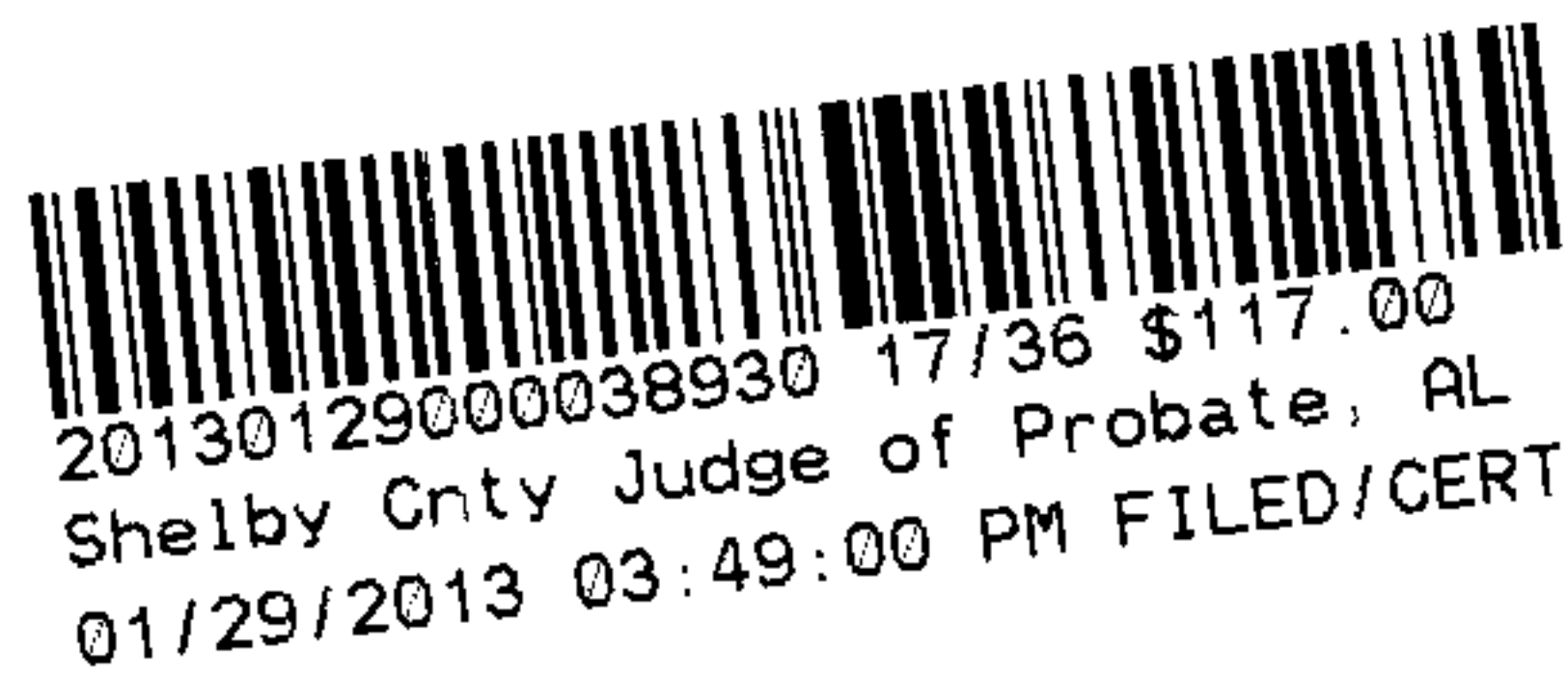
Section 6.14. Construction. The provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any party hereto.

Section 6.15. Governing Law. This Agreement shall be construed in accordance with the laws of the State in which the Properties are located, without regard to conflicts laws or choice of law rules thereof.

Section 6.16. Estoppel Certificates. Upon the request of any party hereto, the other parties shall issue to any party designated by the requesting party an appropriate certificate certifying whether the party to whom the request is made knows of any default under this Agreement or of any assignment, modification or amendment to this Agreement (and the nature and extent of any such default or other known matter) and whether, to that party's knowledge, this Agreement 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 party had knowledge at the time of making the certificate. The certificate shall not subject the party 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.

Section 6.17. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

[The remainder of this page is intentionally left blank.]



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

AUTOZONE:

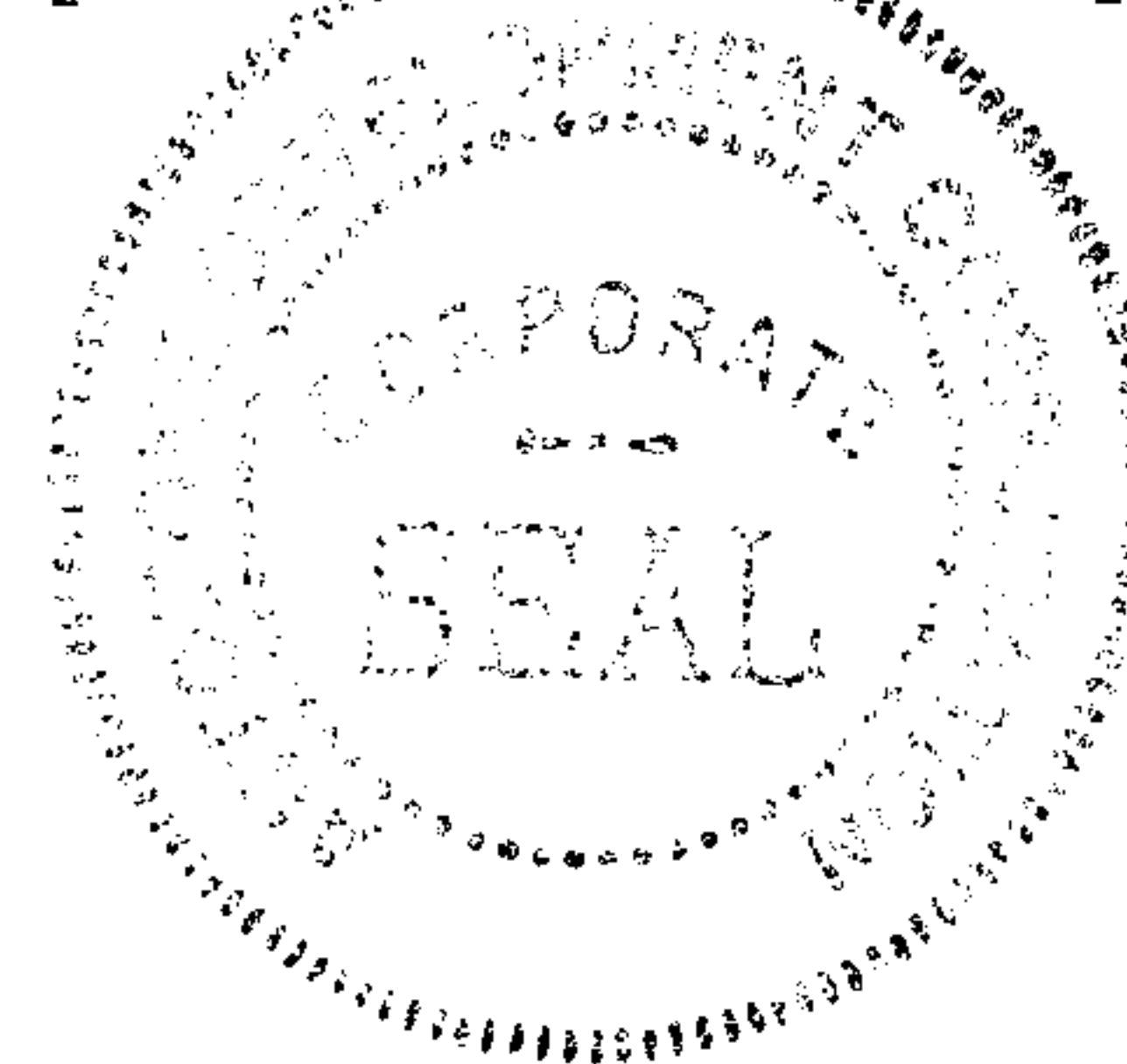
**AUTOZONE DEVELOPMENT
CORPORATION, a Nevada corporation**

By: [Signature]
Name: James C. Griffith
Title: Vice President

By: [Signature]
Name: Rebecca W. Ballou
Title: Vice President

APPROVED, VERIFIED AND
PASSED FOR SIGNING
[Signature]

[CORPORATE SEAL]



STATE OF TENNESSEE)
) SS.:
COUNTY OF SHELBY)

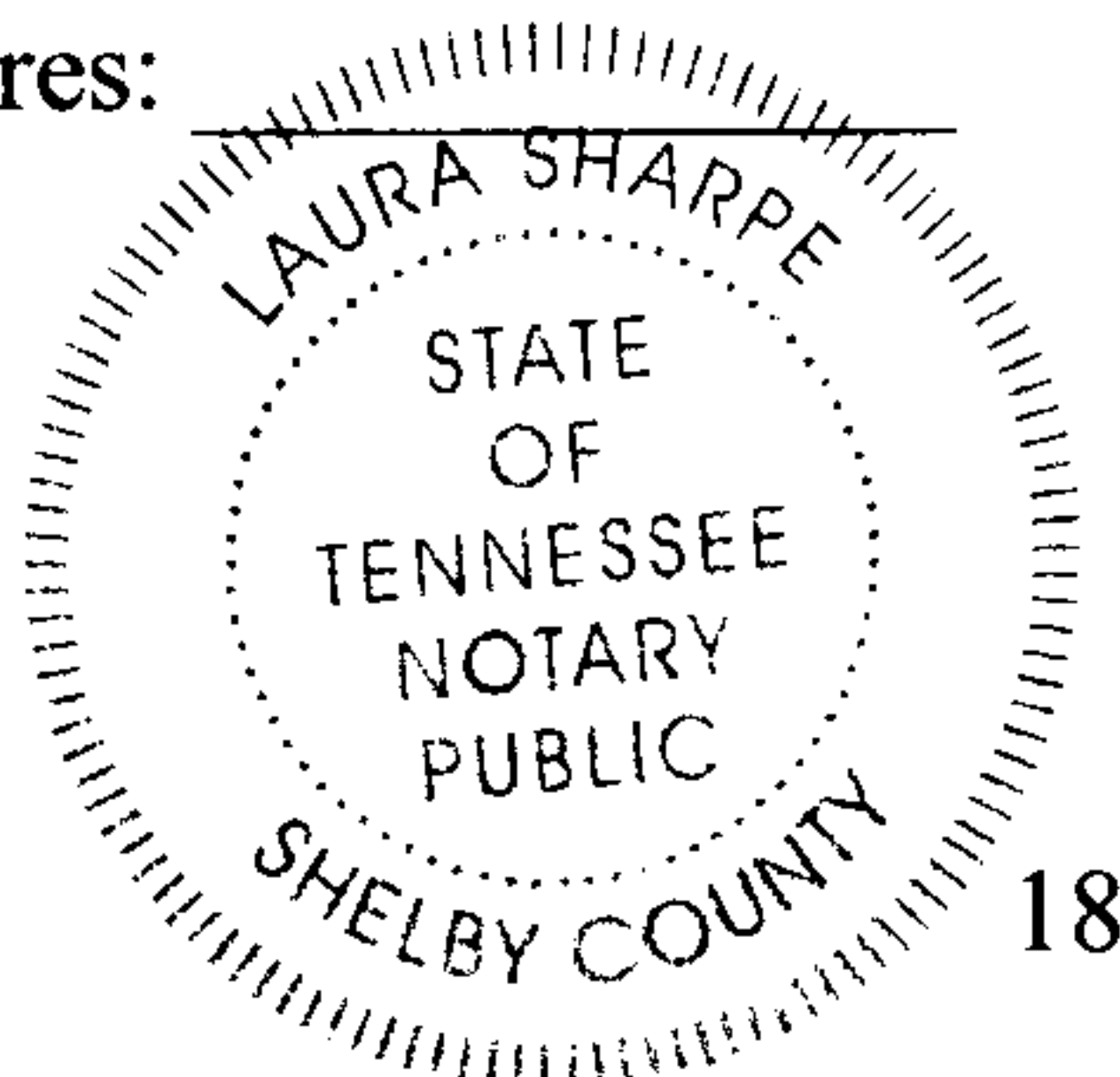
I, Laura Sharpe, a Notary Public of the aforesaid County and State, do hereby certify that James C. Griffith and Rebecca W. Ballou, the Vice President and Vice President, respectively, of AutoZone Development Corporation, a Nevada corporation, whose names are signed to the foregoing instrument as representatives of such corporation, and who are known to me, acknowledged before me on this date that after having been duly informed of the contents of the instrument, they executed the same voluntarily and with full authority as the representatives of the corporation.

Given under my hand this 16th day of January, 2013.

My Commission Expires:

[Signature]
Notary Public

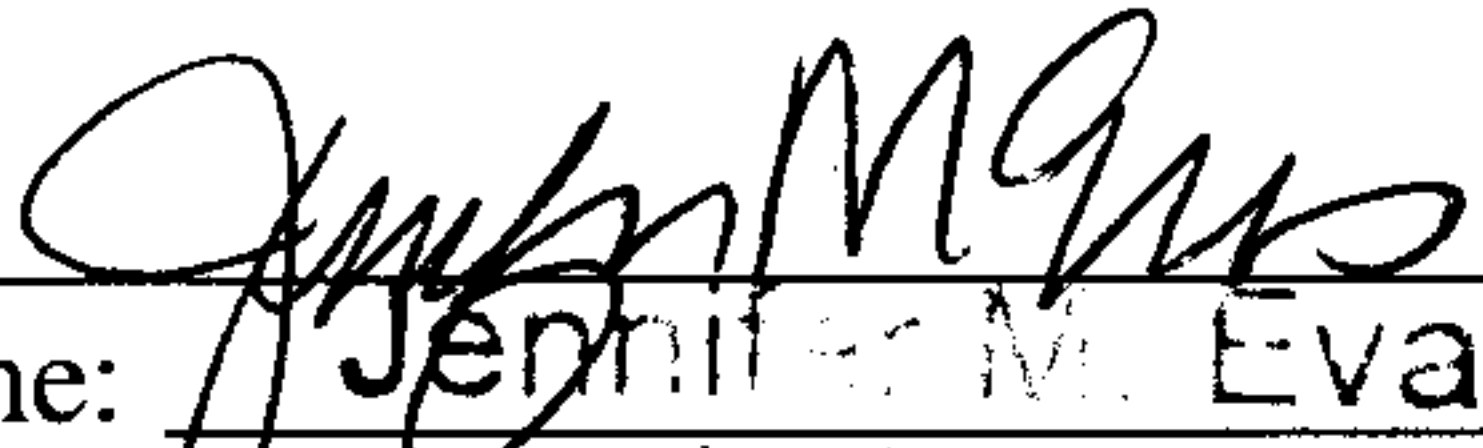
[notarial stamp/seal]

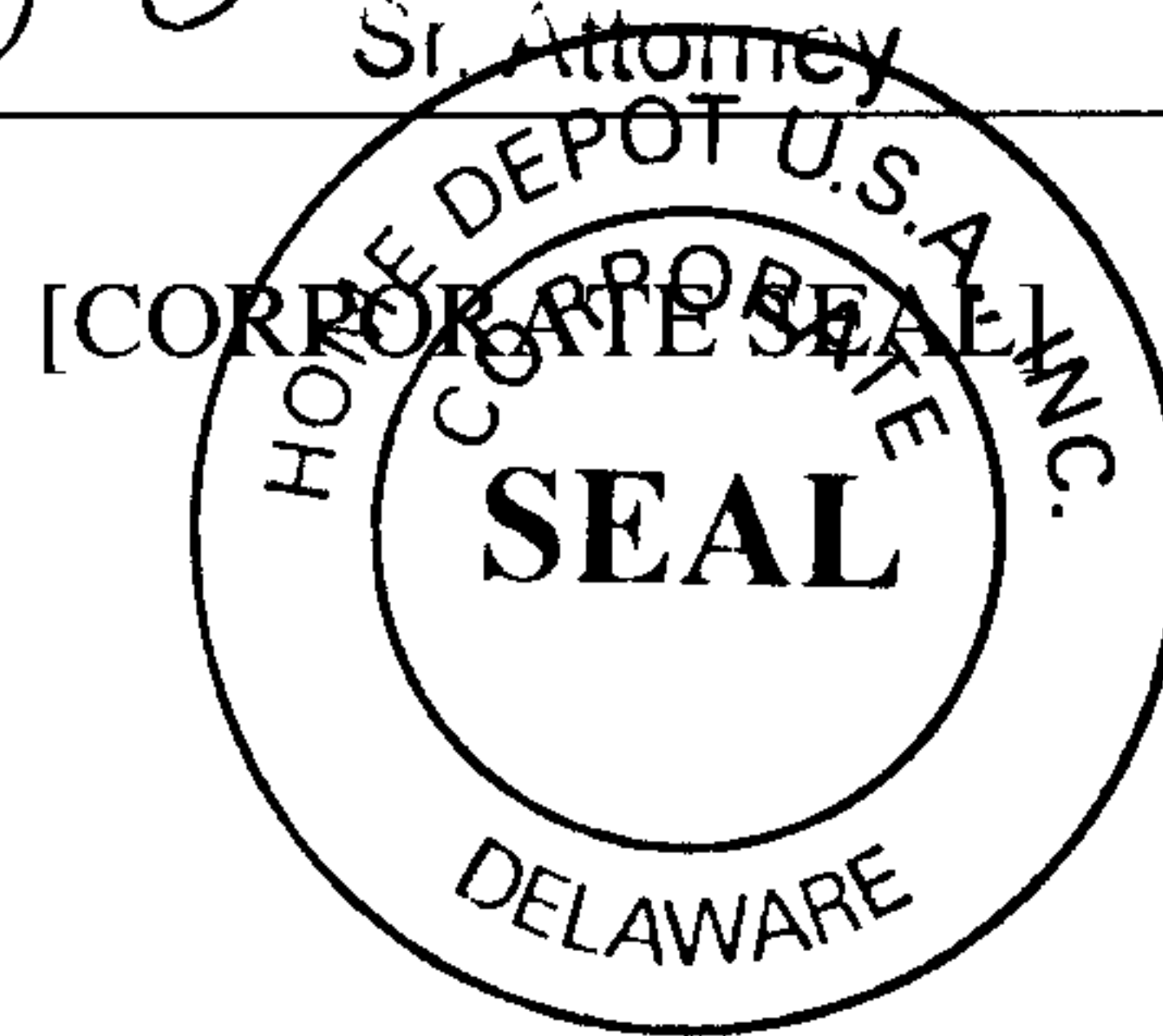


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Shelby Cnty Judge of Probate, AL
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HOME DEPOT:

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

By: 
Name: Jennifer M. Evans
Title: Sr. Attorney



STATE OF GEORGIA

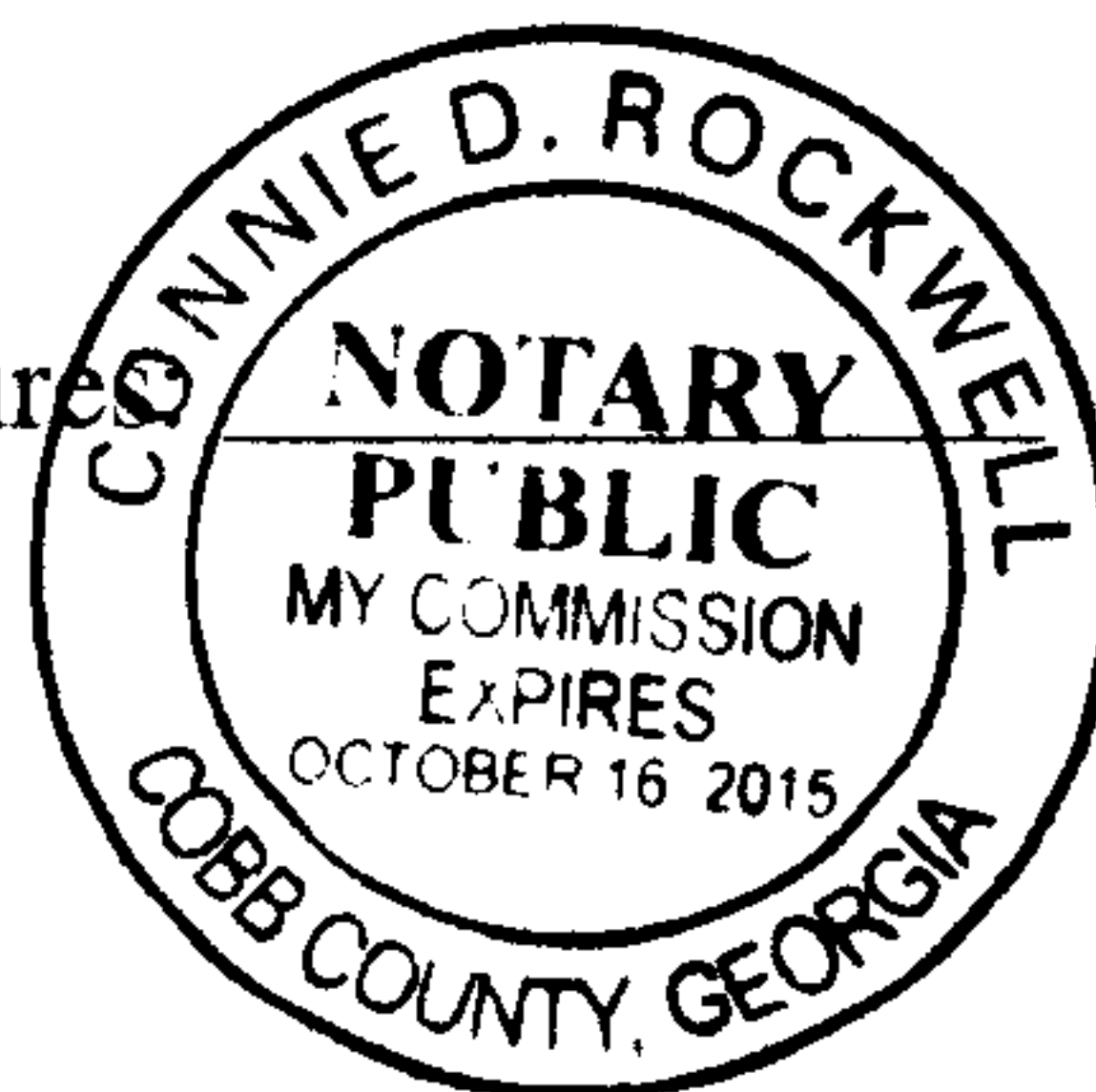
COUNTY OF COBB

I, Connie D. Rockwell, a notary public in and for the
County and State, do hereby certify that Jennifer M. Evans, the
Sr. Attorney of HOME DEPOT U.S.A., INC., a Delaware
corporation, whose name is signed to the foregoing instrument as representative of such
corporation, and who is known to me, acknowledged before me on this date that after
having been duly informed of the contents of the instrument, (s)he executed the same
voluntarily and with full authority as the representative of the corporation.

Given under my hand this 16 day of January, 2013.

My Commission Expires

[notarial stamp/seal]



Connie D. Rockwell
Notary Public


20130129000038930 19/36 \$117.00
Shelby Cnty Judge of Probate, AL
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EXHIBIT A

AutoZone Property

A lot or parcel of land being located in the City of Hoover, Shelby County, Alabama, and being more particularly described as follows: Commence at an Iron Rod Set at the Southeast corner of Inverness Site 34 as per plat recorded in the Office of Judge of Probate in Map Book 34, Page 59, and said Iron Rod being on the Northerly Right-of-Way of U.S. Highway 280 (260'); thence along the Northerly Right-of-Way of U.S. Highway 280 (260') N61°23'09"W, a distance of 49.43' to an Iron Rod Set and the Point of Beginning of the Lot or Parcel described herein; thence continue along said Northerly Right-of-Way of U.S. Highway 280 (260'), N61°23'09"W, a distance of 235.44' to an Iron Rod Set; thence leaving said Northerly Right-of-Way of U.S. Highway 280 (260'), N28°36'51"E, a distance of 35.41' to an iron Rod Set; thence N12°42'55"E, a distance of 30.61' to an Iron Rod Set; thence N01°35'09"E, a distance of 94.27' to an Iron Rod Set; thence S86°08'32"E, a distance of 105.11' to an Iron Rod Set; thence S01°53'08"W, a distance of 19.38' to an Iron Rod Set; thence S62°14'36"E, a distance of 30.62' to an Iron Rod Set; thence S88°01'17"E, a distance of 36.50' to an Iron Rod Set; thence S01°58'12"W, a distance of 17.63' to an Iron Rod Set; thence S62°14'36"E, a distance of 28.43' to an Iron Rod Set; thence S88°26'51"E, a distance of 18.24' to an Iron Rod Set; thence S01°36'06"W, a distance of 99.10' to an Iron Rod Set; thence S02°13'27"E, a distance of 22.83' to an Iron Rod Set; thence S00°21'09"W, a distance of 21.06' to an Iron Rod Set; thence S28°36'51"W, a distance of 58.89' to the Point of Beginning. Said parcel of land being located in the NE 1/4 of the SE 1/4 of Section 36, Township 18 South, Range 2 West, and containing 0.96 acres, more or less.


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EXHIBIT B

Home Depot Property

A part of the Southeast Quarter of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama; being more particularly described as follows:

COMMENCE at the Northeast corner of the Northeast quarter of the Southeast Quarter of said section and run West along the North line of said Quarter-Quarter section 310.27 feet to the point of beginning; thence continue along last described course 1,273.93 feet; thence backsighting last course turn an interior angle right of 117° 02' 01" and run Southwesterly 400.74 feet to the Northerly Right of Way line of U.S. Highway No. 280; thence backsighting last course turn an interior angle right of 89° 59' 37" and run Southeasterly along said Right of Way line 960.19 feet to the Westerly Right of Way line of Cahaba Beach Road; thence backsighting last course turn an interior angle right of 134° 00' 00" and run Northeasterly 138.93 feet along said Right of Way line; thence backsighting last course turn an interior angle right of 134° 00' 00" and run Northeasterly 201.49 feet along said Right of Way line to a point of curve to the right, running thence Northeasterly along the arc of said curve having a chord of 274.88 feet that forms an interior angle right of 186° 09' 50" to the chord and an arc distance of 275.41 feet (said curve having a radius of 1,280.03 feet and a central angle of 12° 19' 40"); thence backsighting last chord turn an interior angle right of 186° 09' 50" and run Northeasterly 290.50 feet along said Right of Way line to a point of curve to the left; running thence Northeasterly to the North line of said Quarter-Quarter section along the arc of said curve to the point of beginning, said curve having a chord of 119.09 feet that forms an interior angle right of 176° 00' 38" to the chord and an arc distance of 119.19 feet, (said curve having a radius of 855.84 feet and a central angle of 7° 58' 45").

LESS AND EXCEPT:

A parcel of land located in the Northwest quarter of the Southeast quarter of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Outparcel 34-A as shown on Inverness Site 34 plat recorded in Map Book 26, page 67 in the Office of the Judge of Probate of Shelby County, Alabama.

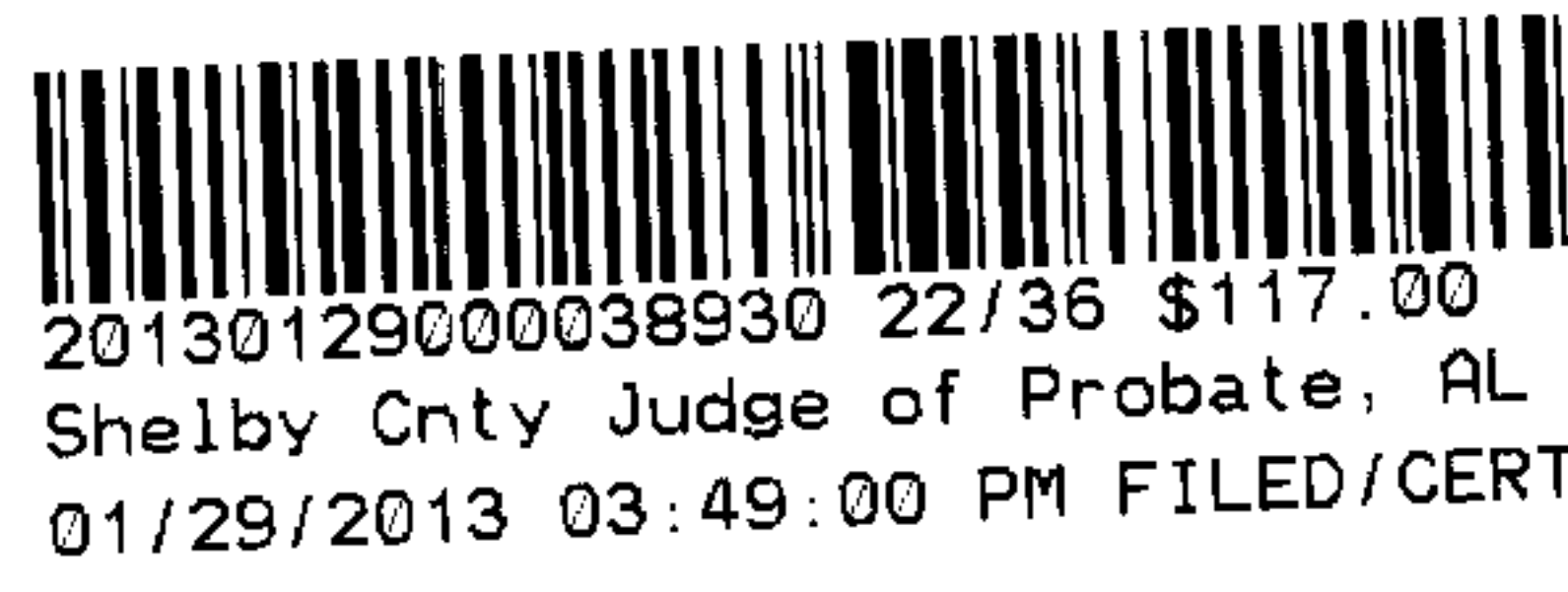
LESS AND EXCEPT:

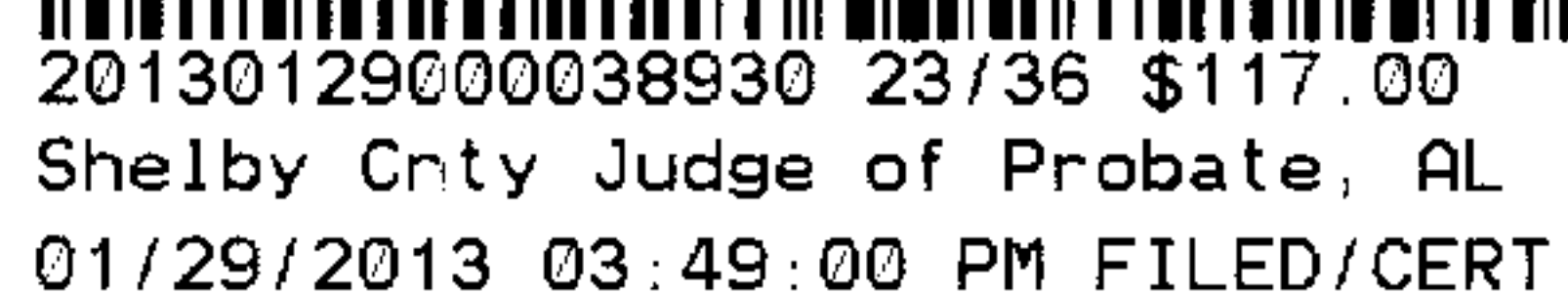
THE AUTOZONE PROPERTY DESCRIBED IN EXHIBIT A TO THIS AGREEMENT


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EXHIBIT C

Site Plan
(See Attached)





NOTE: CONDITION AND ORIENTATION OF THE FOUNDATION WAS NOT CORROBORATED BY A SECOND SURVEYOR.

DATE OF SURVEY: MAY 11, 2012

PROJECT LOCATION: 1075 SOUTH PAUL AVENUE, NORTHWEST ST. CLEVELAND, OHIO 44115

CLIENT: VULCAN MATERIALS INC.

DATE OF REPORT: MAY 11, 2012

REPORT PREPARED BY: JAMES J. HANCOCK

PROJECT NO.: 12-001

SCALE: 1" = 10'-0"

NOTES: SEE ATTACHED DRAWINGS FOR DETAILS.

DATE OF SURVEY: MAY 11, 2012

PROJECT LOCATION: 1075 SOUTH PAUL AVENUE, NORTHWEST ST. CLEVELAND, OHIO 44115

CLIENT: VULCAN MATERIALS INC.

DATE OF REPORT: MAY 11, 2012

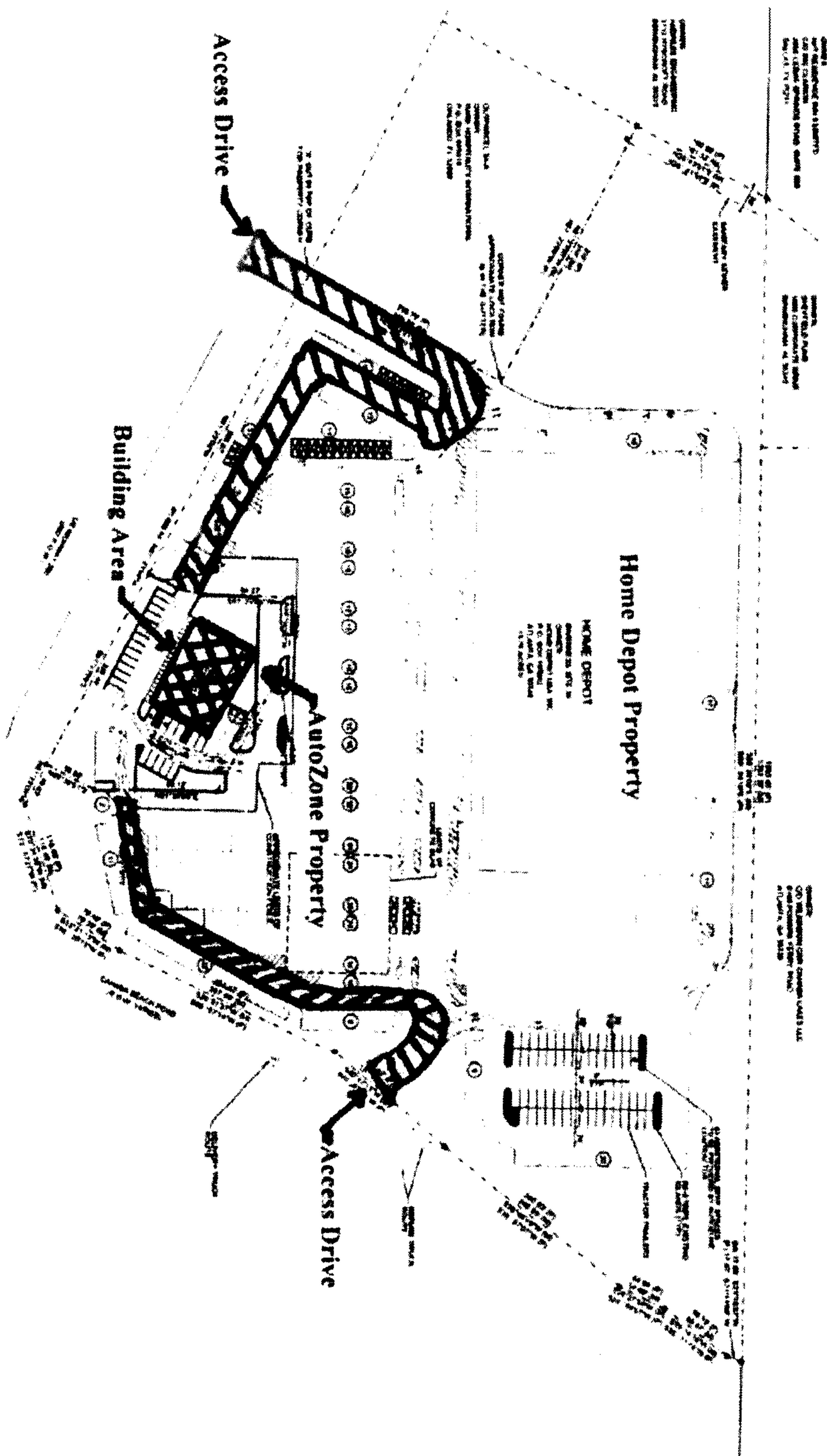
REPORT PREPARED BY: JAMES J. HANCOCK

PROJECT NO.: 12-001

SCALE: 1" = 10'-0"

NOTES: SEE ATTACHED DRAWINGS FOR DETAILS.

SURVEY NOTES

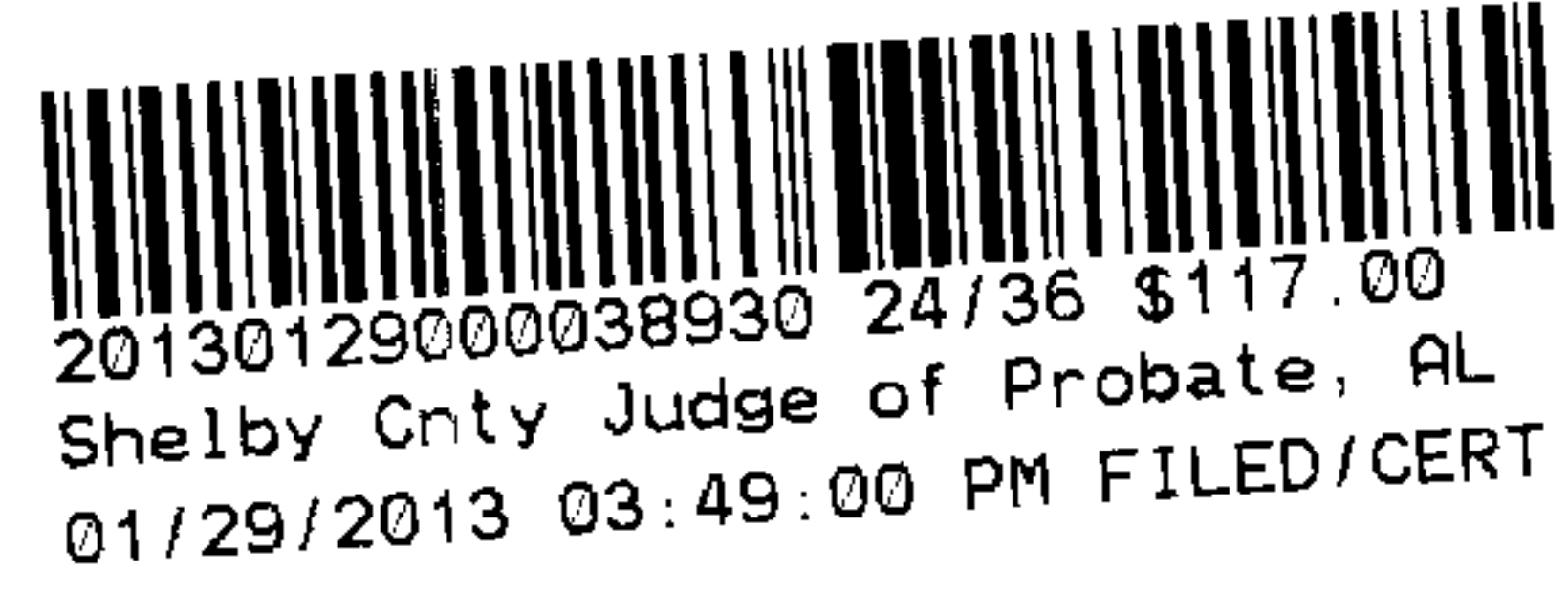
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C1.1 FILED AND INDEXED-2	REVISIONS 1 2 3 4 5 6 7	AutoZone, Inc. STORE DEVELOPMENT 123 S. FRONT STREET, 3rd FLOOR MEMPHIS, TENNESSEE 38103	OVERALL SITE PLAN AutoZone JUNE 1992 HWY 28 AND CAMDEN BEACH ROAD HOOPER, ALABAMA	BWSC BARRY WAGGONER JENNIFER A. CAMDEN, INC. 11000 W. 11th Ave., Suite 100, Denver, Colorado 80202 303.755.3000 FAX 303.755.3001
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EXHIBIT D

Construction Specifications
(See Attached)



HOME DEPOT SITE SPECIFICATION REFERENCES for CARVE OUT'S

This document reflects typical Home Depot specifications for areas that may be affected by work abutting a Carve Out parcel. Said work may occur on The Home Depot property and it is expected that when complete will comply with The Home Depot specifications. The sections are as follows:

02200 EARTHWORK

- A. Fill materials shall conform to the following requirements, except as specifically indicated otherwise.
1. Fill shall be earth, free of debris, cinders, combustibles, frost, ice, roots, sod, wood, cellulose, organic materials, rock larger than 6 inches, and materials that may be subject to termite attack.
 2. Top 18" of fills under topsoil of lawn and planted areas shall be earth, free of debris, cinders, frost, ice, sod, wood and roots over 1/4" in diameter. Fill shall be free of any toxic materials that will interfere with plant root development.
 3. Fill, within ten feet from buildings and other structures, shall be soil free of debris, cinders, combustibles, frost, ice, roots, sod, wood, cellulose, and organic materials.
- B. Topsoil: Relatively free of decomposed organic material, including roots, sticks, leaves, paper and other undesirable trash (glass, plastic or metal fragments) that could interfere with soil drainage and plant growth. Topsoil shall be free of any toxic materials that will interfere with plant root development.
- C. Provide the required minimum density and moisture content of compacted fill.
- D. The subgrade for lawn and planting areas shall be not less than 6" inches below final finish grade. Keep ditches free of an accumulation of leaves, sticks and other debris until final acceptance of the work.

02513 ASPHALT PAVING

APPLICATION OF BASE

- A. The base course shall be constructed in accordance with local jurisdictional requirements. All base shall have minimum compaction of 95% of the maximum density obtained by the test procedure presented to ASTM D-698- 70 Method D (Standard Proctor) at moisture content of not less than 1 percent below and not more than 3 percent above optimum content.. Maximum permissible lift thickness shall be 6" (compacted). A soils engineer selected and paid for by Developer shall make soil and compaction tests on the subgrade and base courses. Test results to be reviewed by The Home Depot ITC and Home Depot PM.
- B. The asphaltic paving material specified shall be placed at a temperature of 275°F. to 350° F. at the time of application, then the material must be mechanically rolled to compact topping to depths herein specified, after compaction which must not further settle or compact under the weight of a ten ton loaded truck when outside temperature is 90°F. The surface must be smooth, true to contours and elevations shown on the drawings and impervious to water.
- C. Light duty shall be used in all areas of SITE except where heavy-duty asphalt or concrete paving is required. Asphalt paving thickness shall match the existing pavement section and shall not be less than 2 1/2" and asphalt shall be placed in 2 lifts.
- D. Heavy Duty shall be used in all drive aisles, excluding adjacent parking areas. Asphalt paving thickness shall match the existing pavement section and shall not be less than 3" and shall be placed in 2 equal lifts.
- E. Curb and Gutter shall at a minimum match the existing curbing used on-site.
- F. When trenching through the parking field for a utility tie in it is preferred to use a concrete cap as the first lift vs. 2 lifts of asphalt. The concrete lift shall be completed immediately after the trench meets sub-grade elevation.
- G. When adjoining new pavement areas a straight sawcut line shall be made to butt pavement together. Sawcut line shall not be located on a drainage flow line.

02520 CONCRETE PAVING

ENVIRONMENTAL CONDITIONS

- A. Concreting in Hot, Dry and/or Windy Weather:
1. Conform to ACI 305R when any combination of high air or concrete temperature, low relative humidity, and wind velocity tend to impair quality of concrete.

2. Employ special precautions when evaporation rate as obtained from ACI 305R is expected to reach 0.2 pound per square foot per hour or more.

3. Unless otherwise allowed, reject concrete if its temperature before placement is over 90°F.

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Page 2 of 10

4. Unless otherwise allowed, during hot weather mixing and delivery (discharge) time to be shorter than specified in ASTM C 94 as follows:

a. When air temperature is between 85°F and 90°F, reduce allowable mixing and delivery time from 90 minutes to 75 minutes.

b. When air temperature is over 90°F, reduce allowable mixing and delivery time to 60 minutes.

5. Do not place concrete when forms, subgrade, base, or reinforcing bars are more than 120°F or more than 10°F hotter than ambient air temperature.

6. Cool with water or water-soaked burlap as necessary, but allow no standing water on surface on which concrete is placed.

B. Concreting in Cold Weather:

1. Conform to ACI 306.1 when temperature and other environmental conditions are as noted therein and following additional requirements.

2. Frozen base and subgrade soils shall be thawed immediately before placing concrete.

3. Do not place concrete on subgrade, or base that is more than 20°F cooler than concrete. Warm subgrade, or base to decrease temperature differential to 20°F or less.

MATERIALS FOR CEMENT

A. Type I, II, or V

Use type appropriate for the sulphate exposure from subgrade or base materials in contact with concrete.

Reference ACI 318 Building Code Requirements for Structural Concrete.

1. Aggregate base materials must meet the minimum requirements of the State Department of Transportation.

2. Base materials shall have negligible sulfate content with less than 0.1% soluble concentration by weight or less than 150 ppm in water.

B. Joint Reinforcing - Heavy Duty Pavement.

C. Applicable to primary drive lanes used by semi-trucks, delivery trucks and/or emergency vehicles.

Doweled for vertical load transfer. Use smooth plate dowels, smooth round bar dowels, or square bar dowels of ASTM A 36 material. Do not shear. Remove burrs. Locate dowels at mid-depth of pavement unless noted otherwise.

CONTRACTION JOINTS

A. Use pre-assembled wire baskets to support dowels at mid-depth of pavement. ASTM 108 wire proportions.

B. Minimum 28-day compressive strength shall be 4,500 psi for pavement, curbs, or sidewalks subject to freezing, thawing and deicing salts/chemicals. Pavement, curbs, or sidewalks subject to periodic freezing and thawing but not exposed to deicing salts/chemicals shall have a 28-day compressive strength of 4,000 psi. All other pavements, curbs or sidewalks shall have a 28-day compressive strength of 3,500 psi.

C. Workability: Must have proper consistency to be worked readily into forms and around reinforcement without segregation, voids or, excessive bleeding.

PAVEMENT JOINTS

A. Construction and contraction joints shall match the joint layout provided on the existing site. No exceptions.

02550 SITE UTILITIES

EXISTING IMPROVEMENTS

A. Maintain in operating condition all active utilities that serve The Home Depot and areas adjacent to this project. Repair to the approval of the utility or authority having jurisdiction any surface or subsurface improvement damaged during the course of the work, unless such improvement is shown to be abandoned or removed. Repairs to utilities shall be done immediately.

B. All utilities shall be located and marked prior to construction.

PROPOSED CONNECTIONS

A. Jack and bore of utilities is preferred unless approved otherwise by The Home Depot Project Manager*. If

open cut connections are approved then the following specifications shall be followed:

B. Grade the bottom of the trenches evenly to insure uniform bearing for full length of all pipes. Excavate all rock, cemented gravel, old masonry, or other hard material to at least 4 inches below the pipe at all points. Refill such space and all other cuts below grade with sand or fine gravel firmly compacted.

C. Should soil conditions necessitate special supports for piping and/or appurtenances, including the removal of unsuitable material and refilling with gravel or other material such work shall be performed as necessary.

D. Backfill trenches only after piping has been inspected, tested and the locations of pipe and appurtenances have been recorded. Backfill by hand around pipe and for a depth of 1 foot above the pipe. Use earth without rock fragments or large stones and tamps as specified in layers not exceeding 6 inches in thickness, taking care not to disturb the pipe or injure the pipe coating. Compact the remainder of the backfill as specified with a rammer of suitable weight or with an approved mechanical tamper, provided that under pavements, walks and other surfacing, the backfill shall be tamped as specified. Exclude all cinders, rubbish

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and scrap metal from trenches in which metal pipes are laid. Special care shall be used to properly tamp backfill under lower half of sewer pipe.

E. Provide 6 inch wide locator tape 2 foot over each utility use APWA Color Standards.

F. Provide steel plates to cover open trenches when construction has stopped for the day.

SITE LIGHTING

A. Removal of site lighting shall be done where the same photometric levels are kept on the Home Depot property. Carve out to supply new foot-candle layout.

B. Provide re-circuiting and routing of electrical service so remaining lighting fixtures and signs remain in operation with the Home Depot Circuit. Re-routing in pavement areas shall be done by Jack and Bore.

02580 PAVEMENT MARKINGS

ACCEPTABLE MANUFACTURERS

A. Provide ready-mixed one component waterborne traffic line paint. Materials shall be 4800 Series Traffic Paint Water Reducible Acrylic from ICI Paints or equal*.

a. Colors:

i. Yellow: 1 Gallon 20087 & 5 Gallon 20088

ii. White: 1 Gallon 25524 & 5 Gallon 22683

iii. Blue : 1 Gallon 20089 & 5 Gallon 20090

iv. Red: 1 Gallon 43613 & 5 Gallon 43614

v. Black: 1 Gallon 26565 & 5 Gallon 26566

INSTALLATION

A. Install pavement markings to match existing layout or revised site plan.

B. Traffic paint shall be installed in two coats. First Coat shall be installed at the recommended DFT after paving is in place. Minimum 24 Hr cure time between coats.

PAINTING

A. The Minimum Required total Dry Film Thickness (DFT): The DFT shall be the minimum required dry film thickness as measured in mils.

System Coverage Requirements:

1st Coat - 3.0 mils DFT

2nd Coat - 6.0 mils DFT

B. Exterior Paint Systems: Provide the following paint systems as indicated:

1. Parking stall, division and limit lines shall be 4" in width, true and straight. Color: White – DFT 6.0 mils.

2. Pavement lettering "NO PARKING" shall be 2'-0" in height. Color: Red – DFT 6.0 mils.

3. Compact lettering "COMPACT" shall be 1'-0" in height. Color: White – DFT 6.0 mils.

4. Stop legends shall be as detailed on Drawing. Color: White - DFT 6.0 mils.

5. Wheelchair legends shall be as detailed on Drawing. Color: Blue background with white symbols.

Parking stall striping shall be Blue at Handicapped stalls only - DFT 6.0 mils.

6. Diagonal striping Handicapped. Color: Blue - DFT 6.0 mils.

7. Diagonal striping Loading Zone. Color: Yellow - DFT 6.0 mils.

8. Directional signage shall be as detailed on Drawing. Color: White - DFT 6.0 mils.

9. Centerline striping shall be 4" in width as detailed on Drawings. Color: White - DFT 6.0 mils.
10. Concrete wheel stops. Color: Yellow - DFT 6.0 mils.
11. Fire Lane striping as required by code. Color Red Lines, White Letters – DFR 6.0 mils.

02721 STORM DRAINAGE SYSTEM AND EROSION CONTROLS

TAP CONNECTIONS

- A. Make connections to existing conduits and underground structures, so that finished work will conform as nearly as practicable to requirements specified for new work.
- B. Take care while making tap connections to prevent concrete or debris from entering existing conduit or structure. Remove debris, sediment, concrete or other extraneous material, which may accumulate.
- C. Before de-commissioning existing storm lines new storm line shall be installed and in full operation.

BACKFILLING

- A. Conduct backfill operations of open-cut trenches closely following laying, jointing and bedding of pipe, and after initial inspection and testing are completed.

TESTING

- A. Perform testing of completed conduit lines in accordance with local authorities having jurisdiction. Provide testing results to The Home Depot ITC and The Home Depot Project Manager.

EROSION AND SEDIMENTATION CONTROLS

- A. Follow the governing agency standards of erosion and sediment control with the added requirement that no hay bales are allowed as a BMP control.
- B. Existing inlets that receive above ground runoff from the carve out parcel shall have inlet protection, i.e.

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dandy bags or equivalent.

- C. Conduct daily sweeping of sediment and debris, inspection of BMPS, and repairs. Area is not limited to the surrounding area of the carve out and may need to be inspected on a larger scale of area affected by the construction activities as indicated by the Home Depot Project Manager.

02810 FINE GRADING and GRASSING

TOPSOIL

- A. Topsoil shall be free from tree roots, stones, and other materials that hinder grading, planting, and maintenance operations, and free from noxious and other objectionable weed seeds and toxic substances.

MULCH

- A. Mulch shall be baled wheat, oat, rye, or hay or other grasses and be applied on all areas to be seeded unless they are hydro seeded. Mulch shall be applied at a rate of 1-1/2 to 2 tons per acre and shall be anchored to the soil to prevent it from being blown around on the site during periods of high winds. Asphalt emulsion application will not be acceptable. At any time the mulch becomes bunched it shall be re-spread and re-anchored.

HYDROMULCH

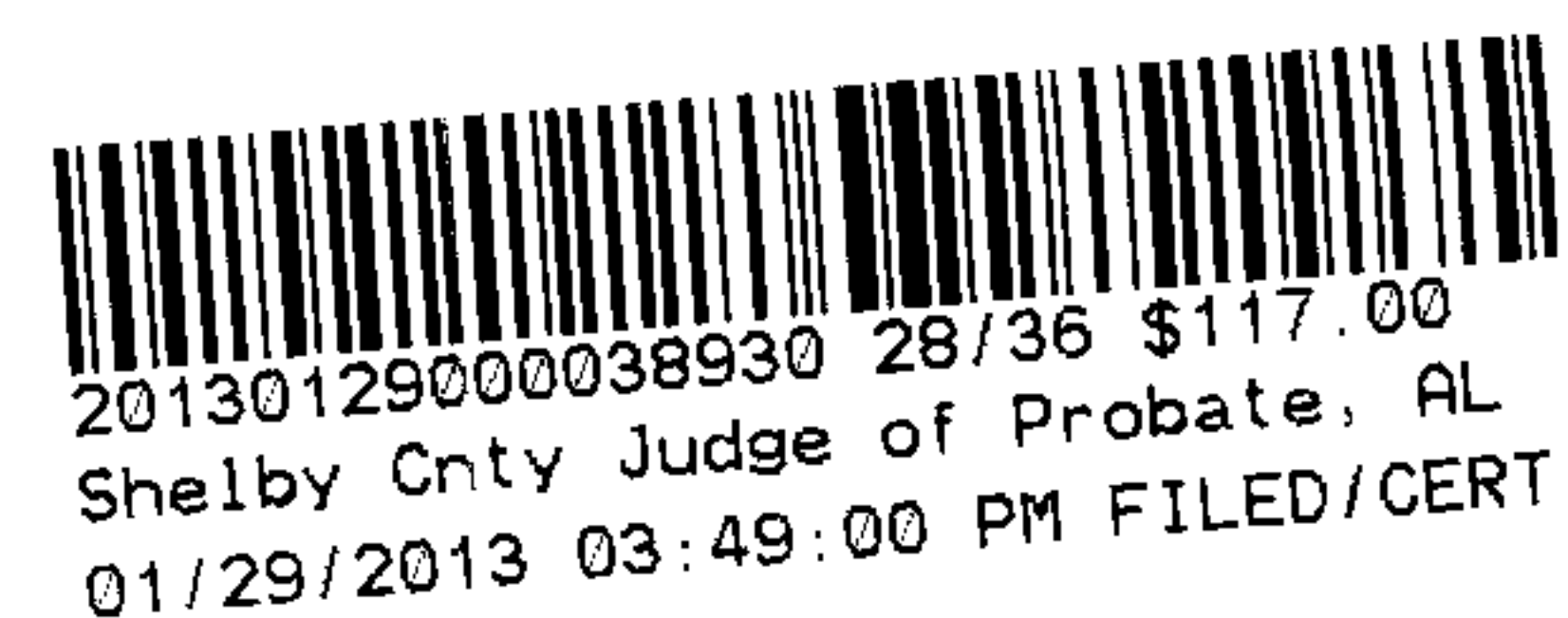
- A. Hydromulch shall be composed of wood cellulose fiber and contain no germination- or growth inhibiting factors. It shall be colored green to allow visual metering in its application and have the property of being evenly dispersed and suspended when agitated in water.

PREP

- A. Topsoil shall be uniformly distributed and evenly spread to a minimum thickness of 4 inches. Topsoil shall be spread so that planting can proceed with little additional soil preparation or tillage.
- B. Any finished grade that is not free from lumps and foreign material as described.

SLOPE PROTECTION AND STABILIZATION

- A. Slopes steeper than 3H: 1V shall be considered engineered slopes.
- B. Acceptable methods for protection shall be as follows:
 1. Sod Grass is preferred unless The Home Depot Project Manager approves alternate*. Vegetative controls (if soil conditions are appropriate) with deep rooting grasses or plant materials to protect from erosion and slope failures.
 2. Geofabric or Geosynthetic matting.
 3. Stone and/or rip-rap with Geofabric or Geogrid underlayment.



4. Structural slope protection measures such as anchored shot-crete, engineered block networks, or Geoweb structures.

C. Crown vetch shall be planted on slope in excess of one vertical to tree horizontal. Seed mix shall be K-31 tall fescue at 40 pounds per acre and crown vetch at 20 pound per acre. Inoculate seed with fresh inoculants as directed on package. Insure that crown vetch inoculants contains sticker supplement. Maintain temperature of between 50° and 75° during inoculation. When hydro seeding, use five times inoculants rate.

HYDROSEEDING

A. Hydroseed shall be applied with hydraulic equipment at the rate of: 2,500 pounds on 5:1 slope or less, 3,500 pounds on grades greater than 5:1 slopes, of hydromulch per acre with the exception of any drainage swales. Hydromulch shall be added to the water slurry in the hydraulic seeder after the proportionate quantities of seed, fertilizer and other accepted materials have been added.

B. The slurry shall be sprayed uniformly on the surface of the soil.

C. Bare or thin spots in excess of 5 percent of any area will not be acceptable.

02920 SOIL PREPARATION

OFFSITE IMPORTED TOPSOIL:

A. Composition: Fertile, friable, well drained soil, of uniform quality, free of stones over 1 in. diameter, sticks, oils, chemicals, plaster, concrete and other deleterious materials.

Analysis: Suggested to obtain an agricultural suitability analysis of the proposed topsoil from an approved Soils Testing Laboratory. Provide copy of analysis to The Home Depot ITC and The Home Depot Project Manager.

B. Imported topsoil for the trees, shrubs, groundcovers, and perennials, as noted on the drawings and for the lawns.

PREPARATION OF AREAS TO RECEIVE TOPSOIL

Verifications: Verify that subgrades for installation of topsoil have been established. Provide copy of verification to The Home Depot ITC and The Home Depot Project Manager.

A. Depth: Verify that subgrades are 6 in. minimum below finished grades, +/- 1 in., allowing for topsoil and soil amendments.

B. Cultivation: Cross rip to 8" depth subgrade in planting areas prior to spreading topsoil.

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C. Clearing of Debris: Clear all planting areas of stones 2 in. diameter and larger, weeds, debris and other extraneous materials prior to amending existing soil and prior to spreading topsoil.

02930 LAWNS AND SOD

PROJECT/SITE CONDITIONS

A. Existing Conditions: For protection of existing plants to remain, refer to plans.

TYPES OF GRASSES

A. Italian Rye (*Lolium Multiflorum*) Seed: Fresh, clean seed testing 90% for purity and 70% for germination, 0.5 maximum weed content.

B. Bermuda (*Cynodon Dactylon*) Seed: Fresh, clean hulled, new seed crop; 90% minimum purity, 70% minimum germination, 1% maximum weed content.

C. Bermuda (*Cynodon Dactylon*) Sprigs: Stolongs, healthy and vigorous without weeds or other foreign material.

D. Bermuda (*Cynodon Dactylon*) Sod: Nursery grown, certified, approved sod furnished in supplier's standard size square or rectangular pads, ½" in. thickness (+1/4" -), excluding growth and thatch.

1. Mowing Height: 3/4" maximum

2. Thatch: ½" uncompressed

3. Inspected and free of diseases, nematodes, pests and pest larvae by an entomologist of the State Department of Agriculture.

4. Free of common Bermuda grass, quack grass, Johnson grass, poison ivy, nutsedge, nimblewill, Canadian thistle, bindweed, bent grass, wild garlic, ground ivy, perennial sorrel and broom grass.

5. Having not more than five jimsonweed, mustard, lambs' quarter, chickweed, cress or crabgrass per 100 sq. ft.

E. Red Fescue (*Festuca Rubra* Var.) Seed: Fresh, clean, new seed testing 90% for purity and 70% for

germination.

F. Straw Bales: Clean bales of straw of hay, wheat, rye, oats or barley.

G. Hydro mulch: Wood cellulose fiber containing no germination inhibiting or growth inhibiting agents.

Characteristics shall be as follows:

1. Percent moisture content: 9.0% (+3.0%).
2. Percent organic matter: 99.2% (+0.8).
3. Percent ash content: 0.8% (+0.2%).
4. pH: 4.8 (+0.5).
5. Water Holding Capacity: 1150 grams water/100 grams fiber, minimum.

H. Mulch: Clean, seed free stray of hay, wheat, rye, oats or barley.

I. Staking Pegs: 3/4" diameter by 8" long softwood.

J. Water: Clean, potable.

EXAMINATION

Verification of Conditions:

A. Stones, Weeds, Debris: Verify that all areas to receive hydro seeding and sodding are clear of stones larger than 1/2 in. diameter, weeds, debris and other extraneous materials.

B. Grades: Verify that grades are within 1 in. plus or minus of the required finished grades. Verify that fertilization have been installed in another section. Report all variations in writing.

CLEANING

A. Hydroseed Overspray: Immediately after application, thoroughly wash off any plant materials, planting areas, or paved areas not intended to receive slurry mix.

B. Erosion: Immediately restore eroded areas. Keep all adjacent paved surfaces cleaned of dirt, mud or stains and organic debris.

SODDED LAWN INSTALLATION

A. Sod Bed Preparation:

1. Rolling: Roll amended soil with 200 pound water ballast roller.
2. Moistening: After all unevenness in the soil surface has been corrected, lightly moisten the soil immediately prior to laying the sod.
3. Timing: Sod immediately thereafter, provided the sod bed has remained in friable condition.

B. Sodding Operations:

1. Starter Strip: Lay the first row of sod in a straight line, with subsequent rows parallel to and tightly against each other, with no spaces between strips. Stagger lateral joints. Do not stretch or overlap sod. Butt all joints tightly to eliminate all voids.
2. Cutting: Use a sharp knife to cut sod to fit curves and paving.
3. Tamping and Rolling: Thoroughly tamp and roll sod to make contact with sod bed. Roll each entire section of completed sod.

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4. Watering: Thoroughly water sod immediately after installation to wet the underside of the new sod pad and the soil immediately below to a depth of 6 in.

5. Top-Dress Fertilizer: Apply at the rate of six (6) pounds per 1,000 square feet at 25 days and at 50 days after sodding.

02940 LANDSCAPING PLANTING

QUANTITIES AND TYPES:

A. Furnish plants in the quantities and/or spacing as shown or noted for each location, and of the species kinds and sizes as indicated on the drawings, or matching and replacing existing materials currently on the site.

B. Verification of dimensions and quantities: Scaled dimensions are approximate. Before proceeding with any work, carefully check and verify dimensions and quantities look for any discrepancy between the drawings and/or specifications and actual conditions.

INERT GROUNDCOVER MATERIALS

A. "Walk-On-Bark", as supplied by Sequoia Forest Products.

1. Shall be a shredded wood and bark residual from pine and/or fir.
2. Grading: Sieve Size Percent Passing

1" 95%

3/8" 50%

6 mesh 25%

3. Shall be acid in relation with PH percent based on dry weight.

4. Ash content not exceed 7 percent based on dry weight.

5. Moisture shall vary from 12 percent to 35 percent based on fresh material.

6. Shall be free of soluble salts such that the saturation extract conductivity shall not exceed 1.5.

GUYING AND STAKING MATERIALS

A. Wood Tree Stakes: Pressure-treated pine, 2" x 2" diameter, and ±18" long.

B. Steel Pipe Tree Stakes: Schedule 40 steel pipe, 1" diameter x approximately 18" long with cap, vinyl coated and pre-drilled with three holes near end as manufactured by Calsak Corporation, 15001 S. Main, Gardena, CA 90248, or approved equal.

C. Ties: Cinch-Ties or ½" new rubber wire hose with 10 gauge or approved equal.

D. Steel Guy Anchor: ¾" diameter x 36" steel vane as manufactured by Maxwell Steel Company, (213)944-6619, or approved equal.

E. Guying Hardware:

1. Wire: Pliable 3/32" galvanized braided cable.

2. Wire Guard: ½" diameter white PVC tubing, full length of wire.

3. Turnbuckles: Galvanized, or dip-painted, ½" x 6" long.

4. Cable Clamps: Galvanized, size as required.

CLEANUP

A. After planting operations have been completed, remove trash, excess soil, empty plant containers and rubbish from the property. Scars, ruts, or other marks in the ground caused by this work shall be repaired and the ground left in a neat and orderly condition throughout the site.

B. Leave the site broom-clean and wash down paved areas within the contract area, leaving the premises in a clean condition. Walks shall be left in a clean and safe condition.

C. Plants shall be vigorous, of normal growth, free from disease, insects, insect eggs and larvae. Plants shall equal or exceed the measurements specified in plant list.

PLANTING SEASON

A. Contractor to use discretion based on current weather conditions.

B. Deciduous Trees and Shrubs: In the fall after leaf drop occurs but before soil freezes, in the spring before growth begins.

C. Evergreen Trees, Shrubs and Vines: Early Fall or late spring.

PROJECT/SITE CONDITIONS

A. Protection of Existing Plants to Remain:

1. Operations: Do not store materials or equipment, permit burning, or operate or park equipment under the branches of all existing plants to remain.

2. Barriers: Provide temporary fences at the drip line to protect existing plants to remain from damage during construction.

B. Correct Species: Warrant that all plant materials are true to species and variety.

EXAMINATION

A. Verification of Conditions:

1. Soil Preparation: Do not commence planting work prior to completion and acceptance of soil preparation.

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2. Finish Grades: Finish grades for planting areas shall have been established in another section. Verify that all grades are within 1 in. plus or minus of required finish grade and that all soil amendments have been installed as specified under Section on Soil Preparation.

3. Irrigation: Verify that irrigation system has been installed and accepted.

MULCHING

A. Install a 2 in. deep layer of mulch over all tree pits.

B. Install a 2 in. deep layer of mulch over all shrub areas including tree and shrub watering basins.

C. Install a 2 in. deep layer of mulch over groundcover areas prior to planting groundcover.

02960 LANDSCAPE IRRIGATION

Locating and identifying existing irrigation system. The Contractor shall create a drawing of the existing system mark any changes made to original layout.

The Contractor shall use materials consistent with the existing system or match with approved equal*.

A. If, within one year from the date of completion, settlement occurs, and adjustments in pipes, valves, and sprinkler heads, lawn areas or paving are necessary to bring the system, grade, or paving to the proper level of the permanent grades, the Contractor, as part of the work under this Contract, shall make all adjustments without extra cost to The Home Depot, including restoration of all damaged planting, paving, or other improvements of any kind.

B. All control valves, controller and related controller accessories shall be of like manufacturer to ensure full compatibility.

C. All piping shall be from virgin parent material. The pipe shall be homogenous throughout and free from visible cracks, holes, foreign materials, blisters, deleterious wrinkles, and dents. All pipe shall be National Sanitation Foundation (NSF) approved.

Trenching

A. When two (2) pipes are to be placed in the same trench, a six-inch (6") space is to be maintained between the pipes. The Contractor shall not install two pipes with one directly above the other.

B. Jack and bore under pavement is preferred unless The Home Depot Project Manager approves exception*. Trenches located under paving shall be backfilled with sand (a layer six inches (6") below the pipe and three inches (3") above the pipe) and compacted in layers of 95% compaction. Depth of trenches shall be sufficient to provide the minimum cover above the top of the pipe as follows:

1. 12" over non-pressure lateral lines
2. 18" over non-pressure lateral lines under paving
3. 18" over control wires
4. 18" over sprinkler main line
5. 24" over sprinkler main line under paving

C. The Contractor shall cut trenches for pipe to required grade lines and compact trench bottom to prove accurate grade and uniform bearing for the full length of the line.

BACKFILL AND COMPACTING

A. After system is operating and required tests and inspections have been made, backfill excavations and trenches.

1. Backfill for all trenches, regardless of the type of pipe covered, shall be compacted to minimum 95% density under pavements, 85% under planted areas.
2. Backfill material shall be approved soil. Unsuitable materials, including clods and rocks over two inches (2") in size shall be removed from the site.
3. A fine granular material shall be placed initially on all lines with a minimum of three inches (3") cover. No foreign matter.
4. Larger than one-half inch ($\frac{1}{2}$ ") in size shall be permitted in the initial backfill.
5. Compact trenches in areas to be planted, by thoroughly flooding the backfill.
6. Within all planting and lawn areas the existing six-inch (6") layer of topsoil shall be restored to its original condition and finish grade.
7. The Contractor shall dispose of surplus earth remaining after backfilling off-site.

***SUBSTITUTIONS/EXCEPTIONS**

THE HOME DEPOT PROJECT MANAGER WILL DETERMINE IF CHANGE IS APPROVED *.

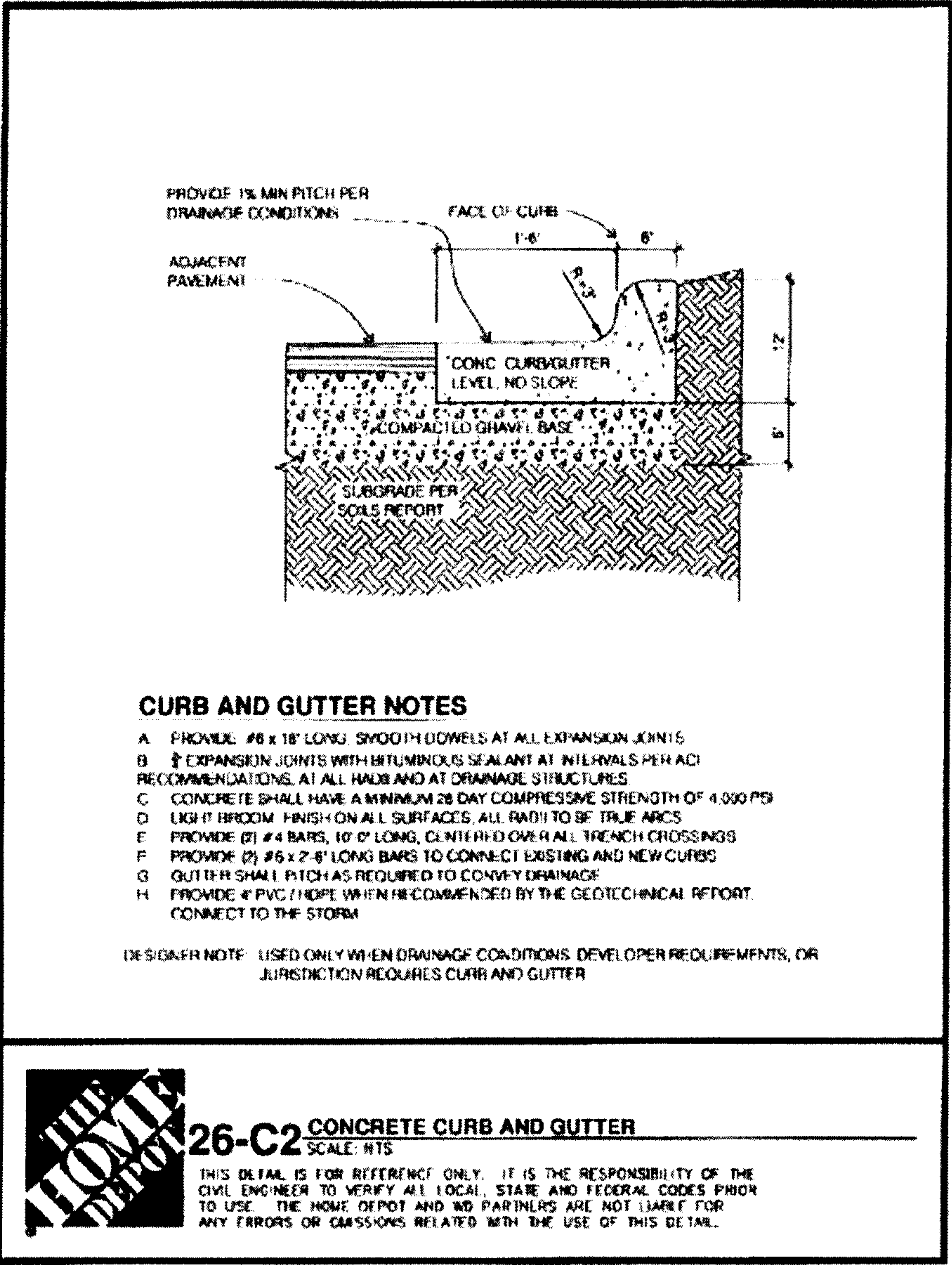
A. Making formal request for substitution represents that Contractor

1. Has investigated proposed product and had determined that it is equal to or superior in all respects to that what was specified or existing.
2. Will produce the same warranties for substituted products as product specified.
3. Will coordinate installation of accepted substitution into the work.
4. Provide an itemized comparison of the proposed substitution with product specified or existing and list significant variations.
5. Provide samples if applicable, and manufactures information and specifications, or data.

The following detail sheets depict typical sections for curbs, valve boxes, and pipe trenching:

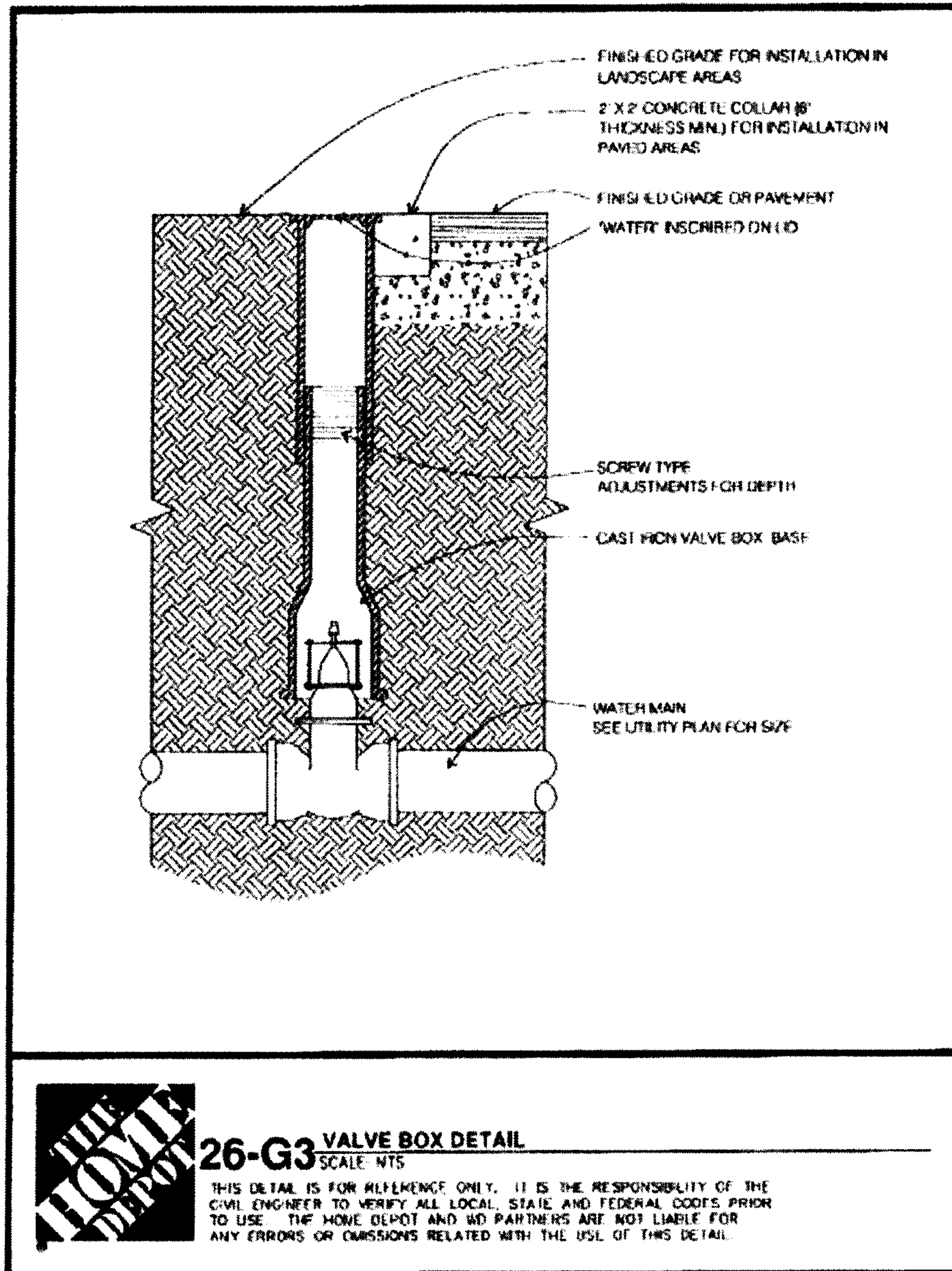
Section 7: CIVIL DRAWING REQUIREMENTS

Figure 26-C2



Section 7: CIVIL DRAWING REQUIREMENTS

Figure 26-G3



SECTION 7
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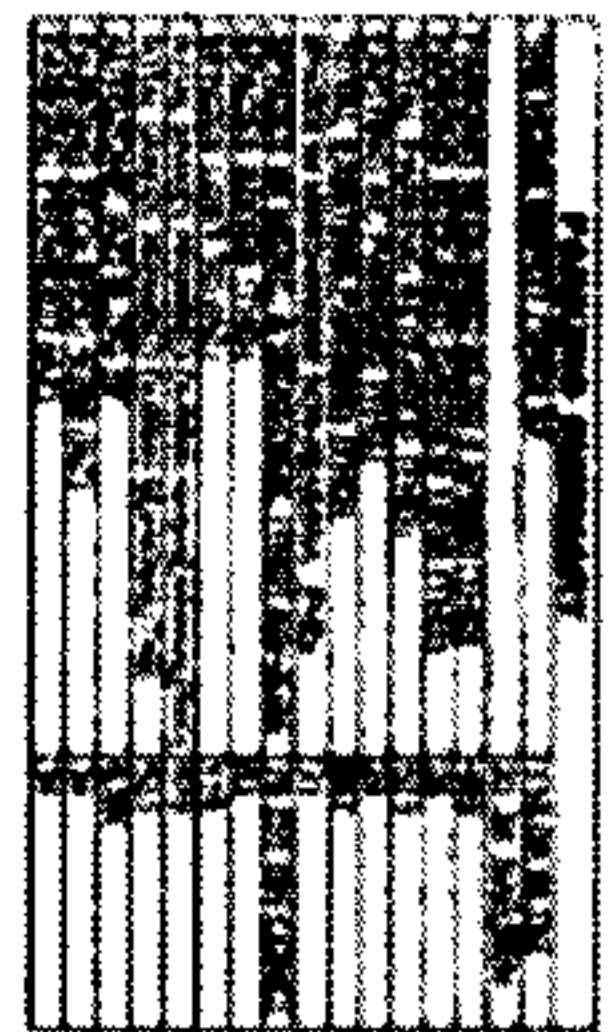
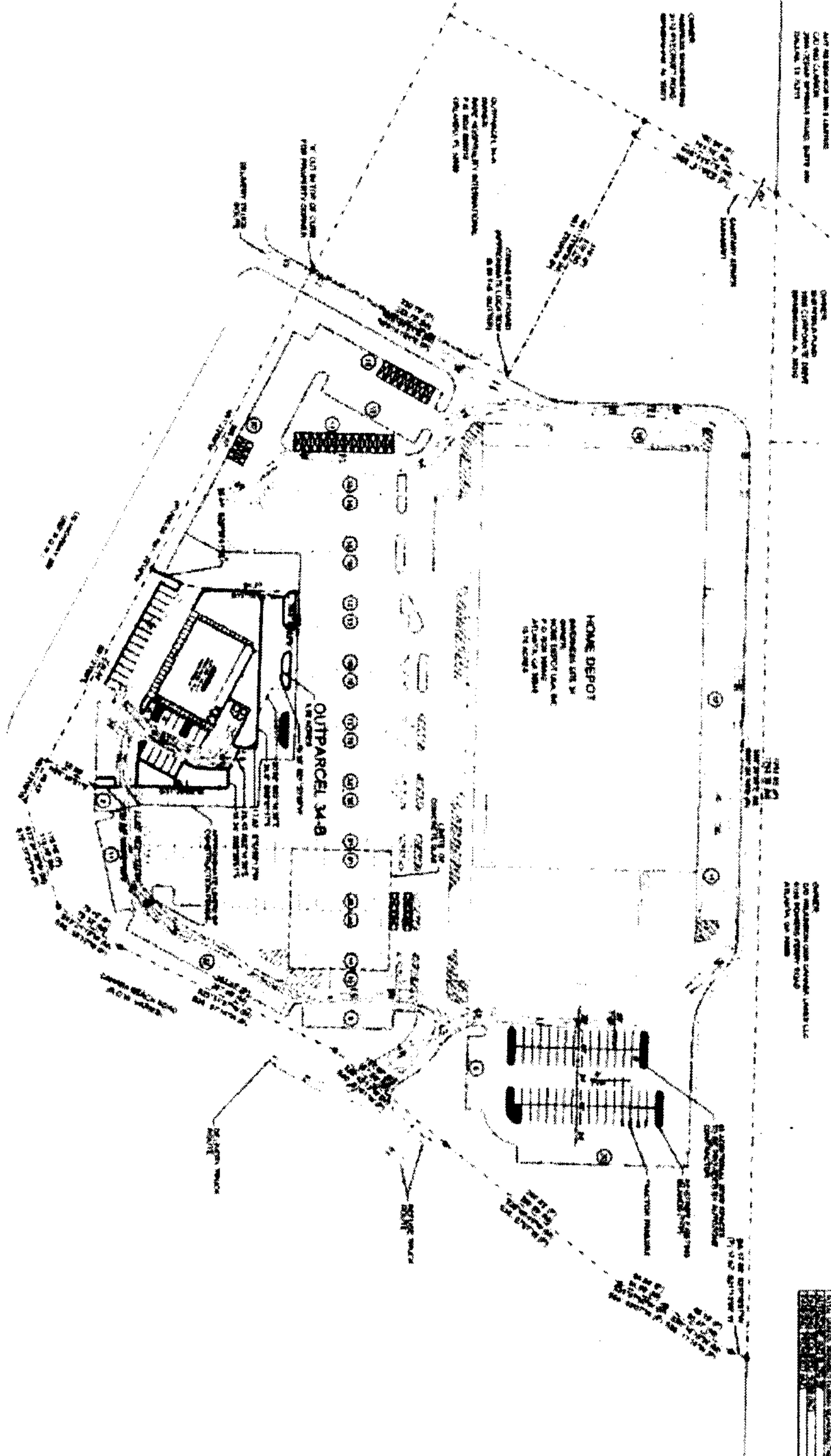
EXHIBIT E

Improvements
(See Attached)


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20130129000038930 36/36 \$117.00
 Shelby Cnty Judge of Probate, AL
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SURVEY NOTES
 SURVEY PROVIDED BY
 BARRY WADSWORTH, CLARKE & CANNON, INC.
 1805 GARDENVIEW AVENUE, SUITE 100
 HOOPER, ALABAMA 36043
 PHONE: 205-966-8800
 FAX: 205-966-8801
 DATE OF SURVEY
 MAY 11, 2012
 PROPERTY CORNER
 123 S. FRONT ST. N.E.
 123 S. FRONT ST. N.E.
 123 S. FRONT ST. N.E.



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C1.1	REVISIONS 1 2 3 4 5 6 7 8 9 10	AutoZone, Inc. STORE DEVELOPMENT 123 S. FRONT STREET, 3rd FLOOR MEMPHIS, TENNESSEE 38103	OVERALL SITE PLAN AutoZone 9000 N. 40TH HWY 90 AND CANASA BEACH ROAD HOOPER, ALABAMA	BWSC BARRY WADSWORTH CLARKE & CANNON, INC.
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