

BK 0460 PG 0606

STATE MS. - DESOTO CO. *bc*

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BK 460 PG 606  
CHANCERY CLERK.

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Holcomb Dunbar, P.A.  
P.O. Box 190  
Southaven, MS 38671  
601.349.0664

File No. 903-054 Initials SDH

Prepared by and return to after recording:  
Robert A. Chubb, Esq.  
Hartman, Simons, Spielman & Wood, LLP  
6400 Powers Ferry Road, N.W., Suite 400  
Atlanta, Georgia 30339  
Telephone: 770-955-3555

To the Chancery Clerk of DeSoto County, Mississippi:  
The real property described herein is situated in the  
Southeast ¼ of Section 29, Township 1 South, Range 6 West,  
Judicial District of DeSoto County, Mississippi.

### JOINT DRIVEWAY, PYLON AND RESTRICTIVE COVENANT AGREEMENT

**THIS JOINT DRIVEWAY, PYLON AND RESTRICTIVE COVENANT AGREEMENT** (the "**Agreement**") is made and entered into this 17<sup>th</sup> day of December, 2003, between BOLTON PROPERTIES, LLC, a Tennessee limited liability company having an office at 775 Ridge Lake Boulevard, Suite 100, Memphis, Tennessee 38120 ("**Bolton**"), HOME DEPOT U.S.A., INC., a Delaware corporation, having an office at 2455 Paces Ferry Road, Atlanta, Georgia 30339, Attention: Vice President-Real Estate Law Group ("**HD**").

#### WITNESSETH:

**WHEREAS**, Bolton is the owner in fee simple of certain real property located in Olive Branch, DeSoto County, Mississippi more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (the "**Bolton Parcel**"); and

**WHEREAS**, HD is the owner in fee simple of certain real property immediately adjacent to the Bolton Property and more particularly described on Exhibit "B" attached hereto and by reference made a part hereof ("**HD Parcel**"). The Bolton Parcel and the HD Parcel are herein collectively referred to as the "**Parcels**" and each individually as a "**Parcel**"; and

**WHEREAS**, HD intends on installing a common driveway (the "**Main Driveway**") for the benefit of the HD Parcel and the Bolton Parcel in the area shown as the "Main Driveway" on the site plan attached hereto as Exhibit "C" and by this reference made a part hereof (the "**Site Plan**").

WHEREAS, HD and Bolton desire to grant each other certain easements and place certain restrictions on the Bolton Parcel on the further terms set forth herein. Such easements and restrictions shall run to the benefit of, and bind the respective Parcels, and the owners thereof from time to time, in accordance with the terms and provisions hereof. The terms Bolton and HD shall be deemed to refer to such parties and the respective heirs, successors, grantees and assigns of such parties (individually "**Owner**" or collectively "**Owners**").

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, Bolton and HD hereby agree as follows:

1. **Reciprocal Access Easement.** The Owners of the Parcels hereby grant and convey, each to the other, for the benefit of the Parcels, a non-exclusive perpetual easement for ingress and egress by vehicular and pedestrian traffic (but not parking) upon, over and across the curb cuts, roadways, driveways, aisles, walkways and sidewalks located on the Parcels from time to time. The easements granted hereby shall be for the benefit of, but not restricted solely to, the Owners of the Parcels and each such Owner may grant the benefit of such easement to the tenants and other occupants of its Parcel for the duration of such occupancy, and to the customers, employees, agents and/or business invitees thereof. The Owner of the Bolton Parcel shall have no right to park in any parking lot or field as may be installed from time to time on the HD Parcel and the Owner of the HD Parcel shall have no right to park in any parking lot or field as may be installed from time to time on the Bolton Parcel, and each Owner hereby releases any such rights it may have had to so park on the other Owner's Parcel.

2. **Construction Easements.** In connection with any construction work to be performed in the development of the HD Parcel and the construction, installation, repair, replacement and maintenance of the Main Driveway ("**HD Work**"), the Owner of the Bolton Parcel hereby grants to HD, for the benefit of the HD Parcel, such temporary, non-exclusive easements for incidental encroachments upon the Bolton Parcel which may occur as a result of such HD Work, so long as such encroachments are kept within the reasonable requirements of such HD Work expeditiously pursued, and so long as customary insurance is maintained protecting the Owner of the Bolton Parcel from the risks involved (with evidence thereof being provided to the Owner of the Bolton Parcel upon written request), and provided that the Owner performing such HD Work shall, at its cost and expense, repair any damage to any improvements, landscaping or property resulting from such construction work promptly upon completion of such construction. In connection with any construction work to be performed in the development of the Bolton Parcel and, as the case may be, the construction, installation, repair, replacement and maintenance of the Main Driveway ("**Bolton Work**"), the Owner of the HD Parcel hereby grants to Bolton, for the benefit of the Bolton Parcel, such temporary, non-exclusive easements for incidental encroachments upon the HD Parcel which may occur as a result of such Bolton Work, so long as such encroachments are kept within the reasonable requirements of such Bolton Work expeditiously pursued, and so long as customary insurance is maintained protecting the Owner of the HD Parcel from the risks involved (with evidence thereof being provided to the Owner of the HD Parcel upon written request), and provided that the Owner performing such Bolton Work shall, at its cost and expense, repair any damage to any

improvements, landscaping or property resulting from such construction work promptly upon completion of such construction.

3. **Main Driveway.** (a) The Owner of the Bolton Parcel hereby grants and conveys to the Owner of the HD Parcel, for the benefit of the HD Parcel, a non-exclusive perpetual easement over the portion of the Bolton Parcel upon which the driveway shown on the Site Plan as the "Main Driveway" sits for the purpose to construct, install, repair, replace, maintain and use the Main Driveway (and any appurtenant lighting). In the event that the Owner of the Bolton Parcel elects to install the Main Driveway in accordance with Section 3(b) below, then the Owner of the HD Parcel shall and does hereby grant and convey to the Owner of the Bolton Parcel, for the benefit of the Bolton Parcel, a non-exclusive perpetual easement over the portion of the HD Parcel upon which the Main Driveway sits for the purpose to construct, install, repair, replace, maintain and use the Main Driveway (and any appurtenant lighting).

(b) The Owner of the HD Parcel shall maintain, repair and replace the Main Driveway and shall pay for such maintenance, repair and replacement subject to reimbursement by the Owner of the Bolton Parcel as provided below. Upon the initial development of the Bolton Parcel, the Owner of the Bolton Parcel shall reimburse the Owner of the HD Parcel for its Share (as hereinafter defined) of the reasonable and customary costs of maintaining, lighting (including electricity), repairing and replacing the Main Driveway in keeping with first class shopping centers in the area of the HD parcel attributable for any time from and after the date of such development ("**Main Driveway Costs**"); provided, however, such Main Driveway Costs shall not include any costs incurred by HD in the initial construction and installation of the Main Driveway. The Owner of the Bolton Parcel shall pay HD such Share within thirty (30) days of the receipt of an invoice (with reasonable documentation supporting the calculation of such costs of the same) from HD for such costs. The Owner of the Bolton Parcel's "**Share**" of the Main Driveway Costs shall be the percentage obtained by dividing the Floor Area (as hereinafter defined) of the buildings actually constructed on the Bolton Parcel by the total Floor Area of all buildings on the Parcels (excluding the Floor Area of any buildings on any outparcel which fronts Craft Goodman Frontage Road (Hwy. 78)). As used herein "Floor Area" shall mean the total number of square feet of floor space on each floor in a building, including basement, subterranean, balcony and mezzanine space, irrespective of whether actually occupied, and including any outdoor seating area used exclusively by an Owner or occupant for its permittees. Floor Area shall be measured from the exterior line of the exterior walls and from the center line of any party or common interior walls without deduction for columns, walls or other structural or non-structural components; provided, however, in no event shall the following be included in such calculations: (i) an outside sales area, (ii) the garden center located on the HD Parcel, or (iii) any sidewalks, trash compactors, drive-thru customer service facilities directly adjacent or in close proximity to a Building, side yards and rear yards used for outdoor storage (provided such outdoor storage does not interfere with the flow of vehicular traffic), loading docks, electrical facilities and transformers, truck ramps and other similar exclusive service facilities and outward extensions, and customer pickup areas directly adjacent or in close proximity to a building, whether or not described, labeled or depicted as such on the Site Plan. As used herein this Section 3, the Bolton Parcel (or the HD Parcel as the case may be) shall be considered developed upon the first issuance of a certificate of occupancy or its equivalent by the appropriate governmental authorities for any improvements to be constructed thereon.

(c) HD shall, on or before the date hereof, deliver to Bolton a letter of credit in the amount of \$100,000.00 naming Bolton as the beneficiary thereunder (the "LOC"). In the event HD has not installed the Main Driveway by the date which is one (1) year from the date hereof, Bolton shall, upon thirty (30) days prior written notice to HD, have the right to construct and install the Main Driveway in accordance with plans and specifications prepared by HD or, if no plans have been prepared by HD, then plans and specifications prepared by Bolton and reasonably approved by HD. Notwithstanding the foregoing, Bolton shall only install the Main Driveway in the location shown on the Site Plan unless otherwise consented to by HD. Such construction of the Main Driveway by Bolton and any related "soft" costs shall be at Bolton's sole cost and expense, except that Bolton shall have the right to call upon the LOC and apply the proceeds thereof to costs to install the Main Driveway, with any excess funds to be returned to HD. Bolton shall maintain and provide HD with an accounting of the costs it incurs to construct the Main Driveway upon completion of such work. Further, in the event Bolton so installs the Main Driveway (and provided that HD has not yet developed the HD Parcel), Bolton shall maintain, repair and replace the Main Driveway (at its sole cost and expense) until HD develops the HD Parcel at which time HD shall take over such obligations in accordance with Section 3(a) above.

(d) Once installed neither the Owner of the HD Parcel nor the Owner of the Bolton Parcel may use the Main Driveway for ingress and egress of construction vehicles. Notwithstanding the foregoing, until the date which is sixty (60) days prior to the intended opening of the first store on either of the Parcels, either Owner may use the Main Driveway for construction vehicles provided that such using Owner promptly cleans up any debris or repairs any damage to said Main Driveway caused by such use before the opening of such first store.

(e) The Owner of the Bolton Parcel shall have no right to materially modify or alter any portion of the Main Driveway on the Bolton Parcel without the prior written consent of the Owner of the HD Parcel, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, the Owner of the Bolton Parcel shall have the right to tie into the Main Driveway in the locations shown on the Site Plan or as otherwise reasonably agreed to by the Owner of the HD Parcel as set forth above.

4. **Pylon Sign.** (a) Provided that the Owner of the HD Parcel's right to display at least 175 s.f. of panel space (per side) of the pylon to be constructed by HD at the location on the HD Parcel indicated on the Site Plan (the "Pylon") is not adversely affected thereby, the Owner of the HD Parcel hereby grants and conveys to the Owner of the Bolton Parcel, for the benefit of the Bolton Parcel, an exclusive easement to install, maintain, repair, replace and use one (1) or more sign panel(s) in the bottommost position of the Pylon for the purpose of advertising business or businesses on the Bolton Parcel in accordance with the further terms hereof. The Owner of the HD Parcel reserves the right to install one (1) or more sign panels on the Pylon in the topmost position for the purpose of advertising business or businesses on the HD Parcel.

(b) The Owner of the Bolton Parcel shall be entitled to 100 s.f. of panel space (per side) all in the bottommost position on the Pylon. The Owner of the HD

Parcel shall be entitled to the remaining panel space on the Pylon to be not less than 175 s.f. (per side) all in the

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topmost position on the Pylon. The Pylon shall be configured substantially as set forth in the sign exhibit attached hereto as **Exhibit "D"** and incorporated herein by reference unless otherwise expressly agreed to by all Owners in a written agreement. The design, color and size of such sign panels placed on the Pylon by Bolton shall be subject to the approval of HD, which approval shall not be unreasonably withheld, conditioned, or delayed and shall be in keeping with first class shopping centers in the region where the Parcels are located.

(c) The cost of constructing, installing, maintaining, insuring, repairing and replacing the Pylon structure (including electrical hookup to a common meter) shall first be paid by the Owner of the HD Parcel, which Owner shall then be reimbursed for such costs by the Owner of the Bolton Parcel in the proportion that the total square footage of the Owner of the Bolton Parcel's panel space it is entitled to display thereon bears to the total square footage of all panel space entitled to be displayed thereon. The Owner of the Bolton Parcel shall reimburse the Owner of the HD Parcel such costs within thirty (30) days of receipt of an invoice (with reasonable documentation supporting the calculation of such costs of the same). Each Owner displaying a panel on the Pylon shall (at the sole expense of such Owner) supply and maintain in good repair its own panel fascia and can. The Owner of the Bolton Parcel shall have reasonable access to the Pylon for purposes of installing, maintaining, repairing and/or replacing its sign panels on the Pylon. The Owner of the HD Parcel shall maintain in good condition and repair the structure of the Pylon and shall illuminate the Pylon. The Pylon shall be illuminated seven days a week from dusk until one (1) hour after the last store to close on either of the Parcels.

(d) So long as the Owner of the Bolton Property has a panel on the Pylon as set forth above, no free-standing, permanent sign structures other than the Pylon may be erected or maintained on the Bolton Parcel by any party.

**5. Records; Estoppel.** (a) The Owner of the HD Parcel (or the Owner of the Bolton Parcel, in the event it exercises its right to install the Main Driveway) shall retain its records relating to (i) the Main Driveway Costs and/or (ii) the Pylon Costs for not less than twenty-four (24) months. Upon reasonable prior written notice to the Owner of the HD Parcel, the Owner of the Bolton Parcel shall have the right, during the twenty-four (24) month period following the end of the calendar (or fiscal) year for which such costs are in question, to inspect (at such requesting Owner's cost and expense) the Owner of the HD Parcel's records relating to such costs. Appropriate adjustments, with corresponding reimbursements or additional payments of an Owner's share of such adjustments, as the case may be, shall be made with respect to errors in the computation of such costs revealed by such inspection. If such inspecting Owner has been overcharged by more than five percent (5%) for any calendar (or fiscal) year, the Owner of the HD Parcel shall pay the reasonable cost of such inspection of its records.

(b) The Owner of the HD Parcel shall, within a reasonable time after a request therefor, but not more often than three (3) times within any twelve (12) month period, furnish a certificate signed by an officer or authorized agent of the Owner of the HD Parcel, setting forth whether the share of the Main Driveway Costs and/or the Pylon Costs attributable to the Bolton Parcel has been paid, the date of last payment and, if any such amounts have not been paid, the amount due and payable with respect to such Bolton Parcel.

6. **Home Improvement Restriction.** From and after the date hereof and so long as there is a home improvement store being operated on the HD Parcel, Bolton agrees not to lease, rent, sell, transfer, use or permit to be leased, rented, sold, transferred or used, any part of the Bolton Parcel as a big box home improvement store such as that being operated on the date hereof by Home Depot U.S.A., Inc., or its subsidiaries or affiliated companies ("**Home Improvement Restriction**"). It is understood and agreed that the foregoing Home Improvement Store Restriction shall not prohibit use on the Bolton Parcel for a typical operation of a Wal-Mart, K-Mart, Target or other similar general discount department store, generally as same are being operated on the date hereof. As used herein this Section 6, "operated" shall mean open to the general public during normal and customary business hours at least five (5) days a week, but excluding any temporary closures due to remodeling, repair or rebuilding, provided such closing is for not longer than three hundred sixty (360) days, unless such remodeling, repair or rebuilding cannot be completed within such three hundred sixty (360) day period, then such three hundred sixty (360) day period shall be extended so long as such remodeling, repair or rebuilding is diligently pursued and completed and home improvement center operations are commenced promptly after completion thereof. The foregoing covenant shall run with the land and shall exist for the maximum period permitted by applicable law.

7. **Self Help: Lien Rights: Disputes.** (a) If the Owner of any Parcel shall not keep or perform any of the respective terms, covenants or conditions imposed upon it pursuant to the terms hereof, including, without limitation, any performance and payment obligations arising hereunder and such default shall continue for a period of thirty (30) days after written notice thereof from an Owner of any of the other Parcels (or in the case of a non-monetary default which cannot with due diligence be cured within a period of thirty (30) days, such period of time as is reasonably necessary to complete the same in good faith with due diligence, provided that the cure of such default is promptly commenced and diligently pursued), then, in addition to any other remedies which the Owner of a Parcel may have at law or in equity or as otherwise provided in this Agreement, the Owner of any of the other Parcels, may, but shall not be obligated to, enter upon the Parcels of such defaulting Owner, if necessary, to cure or prosecute the curing of such default at reasonable expense, and the expense of such cure and prosecution shall be paid by such defaulting Owner to such curing Owner within ten (10) days after written demand thereof. The curing Owner shall be entitled to offset the expenses of such cure and prosecution if the payment of any sums payable hereunder is due by the curing Owner to the defaulting Owner. Any sums not paid within said time period shall bear interest computed from the date of expenditure to the date of payment at a rate equal to the lesser of (i) eighteen percent (18%) per annum or (ii) the maximum rate permitted by law. Notwithstanding anything herein this Section 7 to the contrary, in the case of an emergency or hazardous condition, then if the defaulting Owner fails to proceed promptly to cure the same after service of such notice as is reasonable under the circumstances, the Owner of any of the other Parcels, may, but shall not be obligated to, enter upon the Parcels of such defaulting Owner, if necessary, to cure or prosecute the curing of such default at reasonable expense, and the expense of such cure and prosecution shall be paid by such defaulting Owner to such curing Owner within ten (10) days after written demand thereof.

(b) Any such claim for reimbursement, together with interest thereon as aforesaid, shall be secured by a lien on the defaulting Owner's Parcel and the buildings and

improvements thereon owned by the defaulting Owner, which lien shall be effective upon the recording of a notice thereof in the appropriate county office and such lien shall be enforceable in the same manner as a judgment lien. Notwithstanding the foregoing, the lien shall be subordinate to any first priority mortgage or deed of trust or similar instrument now or hereafter affecting the subject Parcel and to the interest of any ground lessor, and any purchaser at any foreclosure or trustee's sale (as well as any grantee by deed in lieu of foreclosure or trustee's sale) under any such mortgage or assignee of such ground lease shall take title subject only to liens thereafter accruing pursuant to this Section 7.

(c) No breach of the provisions of this Agreement shall entitle any Owner or party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Agreement.

(d) In the event any Owner or any other party shall be delayed or hindered in or prevented from the performance of any act required to be performed by such party by reason of an event beyond the reasonable control of such Owner, including, but not limited to, Acts of God, failure of power, riots, insurrections, strikes, embargoes, adverse weather conditions preventing the performance of work, then the time for performance of such act shall be extended for a period equivalent to the period of such delay. Lack of adequate funds or financial inability to perform shall not be deemed to be a cause beyond the control of such party.

**8. Notices.** Any notice by either party hereto shall be in writing and shall be sent by personal delivery, by receipted express courier service, sender paid, or by United States Certified Mail, Return Receipt Requested, postage prepaid, addressed to the party being notified at the address set forth below or at any other address which a party may from time to time hereafter designate to the other in writing:

If to HD: Home Depot U.S.A., Inc.  
2455 Paces Ferry Road  
Building C, 20th Floor  
Atlanta, Georgia 30339  
Attn: Vice President-Real Estate Law Group  
Store No. 8469

With a copy to: Home Depot U.S.A., Inc.  
877 Franklin Road, Suite 205  
Marietta, Georgia 30067  
Attn: Real Estate Manager  
Store No. 8469

With an additional copy to: Hartman, Simons, Spielman & Wood, LLP  
6400 Powers Ferry Road, N.W., Suite 400  
Atlanta, Georgia 30339  
Attn: Robert A. Chubb, Esq.

If to Bolton: Bolton Properties, LLC  
775 Ridge Lake Boulevard, Suite 100  
Memphis, Tennessee 38120  
Attn: \_\_\_\_\_

With a copy to: Walker Commercial Properties  
871 Ridgeway Loop Road, Suite 107  
Memphis, Tennessee 38120  
Attn: John B. Walker

With an additional copy to: Wyatt, Tarrant & Combs, LLC  
1715 Aaron Brenner Drive, Suite 800  
Memphis, Tennessee 38120  
Attn: Boyd L. Rhodes, Jr., Esq.

Notice shall be deemed to be given as of the date postmarked on the letter when mailed, the date of deposit with the receipted express courier service or on the date of the personal delivery, as the case may be. The period in which a response to a notice must be given or taken, however, shall run from the date of receipt. Rejection, refusal to accept delivery or inability to deliver due to changed address of which no notice has been given shall be deemed receipt.

9. **Non-Dedication.** Nothing contained in this Agreement shall be deemed to be a gift or dedication of the easements or of any portion of the Parcels to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto that nothing in this Agreement, expressed or implied, shall confer upon any person, other than the parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

10. **Term.** This Agreement and the easements, rights, obligations and liabilities created hereby shall be perpetual to the extent permitted by law.

11. **Miscellaneous.** This Agreement and the easements, rights and restrictions created hereby shall be perpetual to the extent permitted by law. This Agreement may not be changed orally, but only by an agreement in writing signed by the parties hereto. The provisions of this Agreement shall run with the land and shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, successors, assigns, and the legal representatives of their estates and the easements, rights and restrictions granted herein shall be burdens upon and appurtenances to each of the Parcels in accordance with the provisions hereof and shall run with the title to the Parcels. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. This Agreement is to be governed by and construed in accordance with the laws of the State of Mississippi.

(Signatures Commence on Next Page)

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

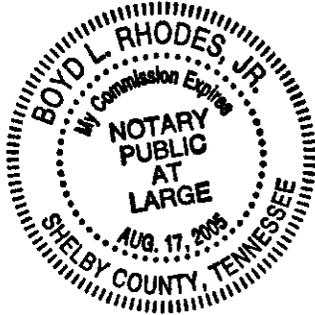
**BOLTON:**

BOLTON PROPERTIES, LLC,  
a Tennessee limited liability company

By: *[Signature]*  
Print Name: Charles E. Bolton  
Title: Ch. of Manager

STATE OF TENNESSEE )  
 ) S.S.  
COUNTY OF SHELBY )

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 16 day of DECEMBER, 2003, within my jurisdiction, the within named CHARLES E. BOLTON, who acknowledged that he/she is a CHIEF MANAGER of BOLTON PROPERTIES, LLC, a Tennessee limited liability company and that for an on behalf of said limited liability company, and as its act and deed, he/she executed the above and foregoing instrument, after having been duly authorized by said limited liability company so to do.



*[Signature]*  
Notary Public  
My Commission Expires: 8/17/05  
[Notarial Seal]

(Signatures Continued on Following Page)



Exhibit "A"**Bolton Parcel**

A parcel of land being located in the Southeast 1/4 of Section 29, Township 1 South, Range 6 West, Desoto County, Mississippi, said parcel being a part of that property described in Deed Book 0437 page 0054 on file in the Desoto County Chancery Clerk's Office and located within a parcel shown as Future Development on the recorded plat of The Crossings at Olive Branch on file in the Chancery Clerk's Office of said county and state, said parcel being more particularly described as follows:

Commence at a found iron rod at the northeast corner of Lot 6 of The Crossings at Olive Branch as per recorded plat in the Chancery Clerk's Office of said county and state, said point being the POINT OF BEGINNING, and run along the north line of said Lot 6 N87°45'30"W for 291.77 feet; thence run along the west line of said Lot 6 S41°14'19"W for 161.03 feet to a found chiseled 'x' in an existing sidewalk, said point being located on the east right-of-way of Craft-Goodman Frontage Road; thence run along the east right-of-way of Craft-Goodman Frontage Road along a curve to the right to the southernmost corner of Lot 7 of the Crossings at Olive Branch, as per recorded plat in the Chancery Clerk's Office of said county and state, said curve having a radius of 4990.00 feet, an arc length of 46.13 feet, and included angle of 00°31'47", a chord length of 46.13 feet, and a chord bearing of N47°00'58"W; thence run along the south line of said Lot 7 N41°14'22"E (N38°59'28"E per recorded plat for Lot 7) for 103.48 feet; thence continue along the south line of said Lot 7 N41°51'23"E (N39°36'29"E per recorded plat for Lot 7) for 51.13 feet; thence continue along the south line of said Lot 7 along a curve to the right, said curve having a radius of 91.00 feet, an arc length of 32.68 feet, an included angle of 20°34'44", a chord length of 32.51 feet, and a chord bearing of N57°50'15"E (N55°35'21"E per recorded plat for Lot 7); thence continue along the south line of said Lot 7 N09°08'15"W (N11°23'09"W per recorded plat for Lot 7) for 49.06 feet; thence run along the east line of said Lot 7 N43°04'18"W (N45°19'12"W per recorded plat for Lot 7) for 274.29 feet; thence run along the north line of said Lot 7 S46°58'21"W (S44°43'27"W per recorded plat for Lot 7) for 223.49 feet to a found iron rod on the east right-of-way of Craft-Goodman Frontage Road; thence run along the east right-of-way of Craft-Goodman Frontage Road along a curve to the right to a set iron rod, said curve having a radius of 4990.00 feet, an arc length of 131.68 feet, an included angle of 01°30'43", a chord length of 131.67 feet, and a chord bearing of N42°16'30"W; thence run N46°45'16"E for 93.89 feet; thence run N37°24'03"E for 72.11 feet; thence run N24°38'21"E for 63.05 feet; thence run N16°59'47"E for 75.17 feet; thence run N08°01'38"E for 44.80 feet; thence run N19°29'34"E for 61.56 feet; thence run N02°13'16"E for 66.48 feet to a set iron rod; thence run N89°54'15"E for 469.13 feet to a set iron rod; thence run N00°05'45"W for 21.01 feet to a set iron rod on the north line of said Future Development parcel on the recorded plat of The Crossings of Olive Branch; thence run along the north line of said Future Development Parcel S87°58'48"E for 100.75 feet to a found concrete monument at the northeast corner of said Future Development parcel; thence run along the east line of said Future Development parcel, said east line also being the west line of Lot 1 of The Crossings at Olive Branch for the following three (3) calls: run S02°14'52"W for 319.22 feet to a chiseled crow's foot in a concrete slab; thence run S87°45'08"E for 16.00 feet to a chiseled crow's foot in a concrete slab; thence run S02°14'52"W for 367.26 feet back to the POINT OF BEGINNING. Said parcel contains 363,533 square feet or 8.35 acres, more or less.

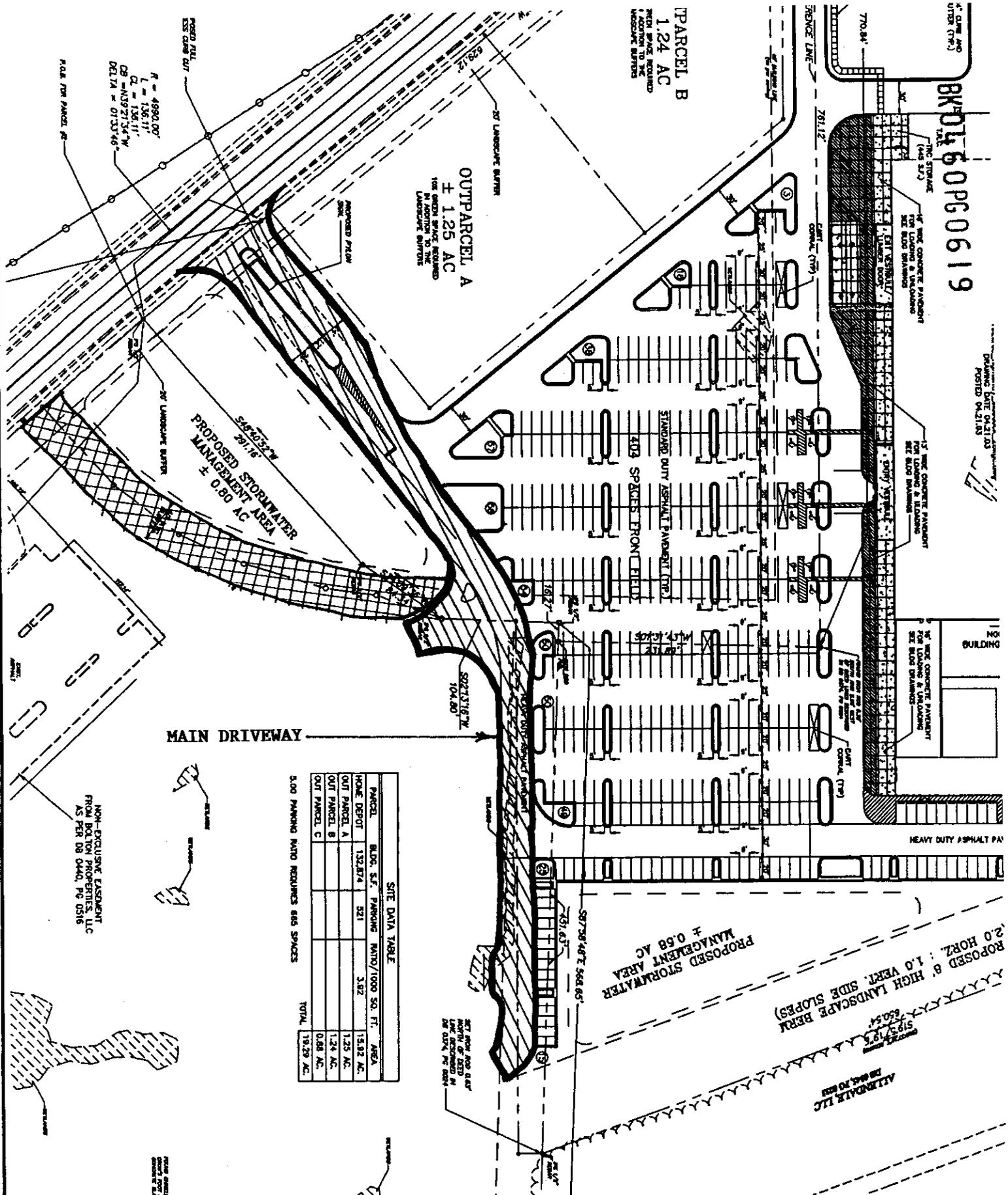
**Exhibit "B"****HD Parcel**

A parcel of land being located in the southeast  $\frac{1}{4}$  of Section 29, Township 1 South, Range 6 West, Desoto County, Mississippi, said parcel being part of that property conveyed to Bolton Properties, LLC, described in Deed Book 0437, Page 0054 on file in the Desoto County Chancery Clerk's Office and located within a parcel shown as Future Development on the recorded plat of The Crossings at Olive Branch on file in the Chancery Clerk's Office of said county and state, said parcel being more particularly described as follows:

Commence at a found iron rod at the northeast corner of Lot 6 of The Crossings at Olive Branch as per recorded plat on file in the Chancery Clerk's Office of said county and state and run along the north line of said Lot 6 N  $87^{\circ} 45' 30''$  W for 291.77 feet; thence run along the west line of said Lot 6 S  $41' 14' 19''$  W for 161.03 feet to a found chiseled "x" in an existing sidewalk, said point being located on the east right-of-way of Craft-Goodman Frontage Road; thence run along the east right-of-way of Craft-Goodman Frontage Road along a curve to the right to a set iron rod to and for the POINT OF BEGINNING, said curve having a radius of 4990.00 feet, an arc length of 501.82 feet, a chord length of 501.61 feet, a chord bearing of N  $44^{\circ} 24' 00''$  W, and an included angle of  $05^{\circ} 45' 43''$ . Thence continue along the east right-of-way of Craft-Goodman Frontage Road along a curve to the right to a found chiseled "x" in an existing sidewalk, said curve having a radius 4990.00 feet, an arc length of 256.13 feet, a chord length of 256.10 feet, a chord bearing of N  $40^{\circ} 02' 55''$  W, and an included angle of  $02^{\circ} 56' 27''$ ; thence continue along the east right-of-way of Craft-Goodman Frontage Road N  $38^{\circ} 34' 41''$  W for 629.12 feet to a found iron rod at the northwest corner of a parcel shown as Future Development on the recorded plat of The Crossings at Olive Branch; thence run along the north line of said Future Development parcel N  $89^{\circ} 54' 15''$  E for 770.84 feet to a found iron rod; thence continue along the boundary line of said Future Development parcel S  $01^{\circ} 31' 43''$  W for 231.89 feet to a found iron rod; thence continue along the north line of said Future Development parcel S  $87^{\circ} 58' 48''$  E for 451.63 feet to a set iron rod; thence leaving the north line of said Future Development parcel run S  $00^{\circ} 05' 45''$  E for 21.01 feet to a set iron rod; thence run S  $89^{\circ} 54' 15''$  W for 469.13 feet to a set iron rod; thence run S  $02^{\circ} 13' 16''$  W for 66.48 feet; thence run S  $19^{\circ} 29' 34''$  W for 61.56 feet; thence run S  $08^{\circ} 01' 38''$  W for 44.80 feet; thence run S  $16^{\circ} 59' 47''$  W for 75.17 feet; thence run S  $24^{\circ} 38' 21''$  W for 63.05 feet; thence run S  $37^{\circ} 24' 03''$  W for 72.11 feet; thence run S  $46^{\circ} 45' 16''$  W for 93.89 feet back to the POINT OF BEGINNING. Said parcel contains 319,423 square feet or 7.33 acres, more or less.

BK 04 60 PG 06 19

DRAWING DATE 04-21-03  
POSTED 04-21-03



5.00 PARKING RATIO REQUIRES 888 SPACES

PARCEL	BLDG. S.F.	PARKING RATIO/1000 SQ. FT.	AREA
HOME DEPOT	132,874	521	15.92 AC.
OUT PARCEL A			1.25 AC.
OUT PARCEL B			1.24 AC.
OUT PARCEL C			0.88 AC.
TOTAL			19.29 AC.

NON-EXCLUSIVE EASEMENT FROM BOLTON PROPERTIES, LLC AS PER DB 044, PG 0316

C-1

DATE: 09/10/2003  
SHEET NUMBER

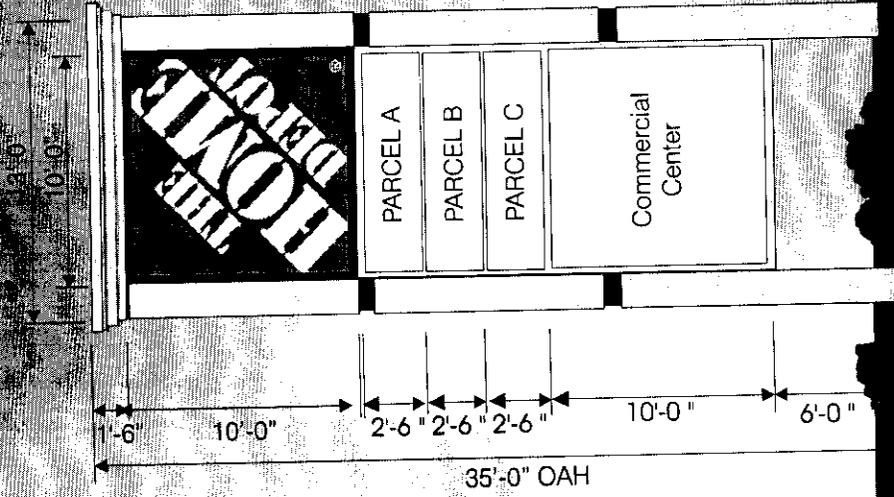
OLIVE BRANCH, MS HOME DEPOT  
NWQ U.S. HIGHWAY 78 & NEW GOODMAN ROAD  
CITY OF OLIVE BRANCH MISSISSIPPI



**HAINES, GIPSON & ASSOCIATES, INC.**  
CONSULTING ENGINEERS  
1550 NORTH BROWN ROAD, SUITE 100  
LAWRENCEVILLE GEORGIA 30043  
770-491-7530 FAX 770-491-7750

NO.	BY

EXHIBIT "C"  
MAIN DRIVEWAY



CLIENT: THE HOME DEPOT	REVISED: 09/22/2003	REVISED: 10/09/2003
LOCATION: OLIVE BRANCH, MS	REVISED: 11/25/2003	REVISED:
SCALE: 1/8" = 1'-0"	REVISED:	REVISED:
DATE: 7-7-03	REVISED:	REVISED:
DWG. NO.: THD-MS-OLIVE BRANCH-2	REVISED:	REVISED:
DRAWN BY: JEF		

THIS DRAWING IS FOR PRESENTATION PURPOSES ONLY AND SHALL NOT BE USED TO MANUFACTURE SIGN



**I.D. ASSOCIATES**

EXHIBIT "D"  
SIGN EXHIBIT