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DOCUMENT COVER SHEET

TITLE OF DOCUMENT: RESTRICTIVE COVENANTS AND EASEMENT AGREEMENT

DATE OF DOCUMENT: As of December 29, 2022

GRANTOR: HD DEVELOPMENT OF MARYLAND, INC.

Mailing Address: 2455 Paces Ferry Road NW
Atlanta, Georgia 30339

GRANTEE: LION PETROLEUM, INC.

Mailing Address: 4251 Lindell Boulevard
St. Louis, Missouri 63108

LEGAL DESCRIPTION: See Exhibits A and B attached hereto

This cover page is attached solely for the purpose of complying with the requirements stated in §§59.310.2; 59.313.2 RSMo 2001 of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached Restrictive Covenants and Easement Agreement. In the event of any conflict between the provisions of the attached Restrictive Covenants and Easement Agreement and the provisions of this cover page, the attached Restrictive Covenants and Easement Agreement shall prevail and control.

When recorded return to:

Debra M. Thompson, Esq.
Kutak Rock LLP
3424 Peachtree Road NE, Suite 900
Atlanta, GA 30326

RESTRICTIVE COVENANTS AND EASEMENT AGREEMENT

THIS RESTRICTIVE COVENANTS AND EASEMENT AGREEMENT (this "**Agreement**") is made as of December 29, 2022 (the "**Effective Date**"), by and between **LION PETROLEUM, INC.**, a Missouri corporation, whose mailing address is 4251 Lindell Blvd., St. Louis, Missouri 63108 ("**Landholder**"), and **HD DEVELOPMENT OF MARYLAND, INC.**, a Maryland corporation, whose mailing address is 2455 Paces Ferry Road, Atlanta, Georgia 30339 ("**Home Depot**").

RECITALS:

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

B. Home Depot is the owner of that certain tract of land described on **Exhibit B** attached hereto and shown on the Site Plan, said property being contiguous to the Landholder Property, and referred to herein as the "**Home Depot Property**" (the Landholder Property and the Home Depot Property are sometimes referred to herein collectively as the "**Properties**" and each a "**Property**").

C. Home Depot and Landholder desire to impose certain restrictions on the Landholder Property for the benefit of the Home Depot Property. As used in this Agreement, the term "**Owner**" means the record fee simple title owner of a Property and the Owner of the Home Depot Property and Landholder Property are collectively referred to herein as the "**Owners**". All references to Home Depot as set forth in this Agreement (i) shall mean Home Depot if Home Depot owns or leases any portion of the Home Depot Property, or (ii) the Owner of the Home Depot Property if Home Depot does not own or lease any portion of the Home Depot Property, as applicable, for any particular time. All references to Landholder as set forth in this Agreement shall mean the Owner of the Landholder Property, as applicable, for any particular time.

D. The parties have agreed to grant certain easements for the benefit of their respective Properties.

E. 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 Landholder, Home Depot's conveyance of the Landholder Property to Landholder), the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I - GRANT OF EASEMENT

Section 1.01. Existing Easements. The parties acknowledge that the Properties are encumbered by certain documents and matters of record, including, without limitation, that certain Restrictive Covenants and Easement Agreement dated July 31, 2002, recorded as Document Number 2002I0065606 of the real property records of Jackson County, Missouri and that certain Restrictive Covenant Agreement dated March 4, 2015, recorded as Document Number 2015E0019143 of the real property records of Jackson County, Missouri (collectively, the "**Existing Restrictions**"). Notwithstanding anything to the contrary contained in the Existing Restrictions, the parties recognize that (i) all easement rights for the benefit of the Landholder Property, the Owners, tenants and occupants thereof and the customers, employees, agents and business invitees of such parties in, to, over or otherwise pertaining to the Home Depot Property shall be granted solely pursuant to this Agreement, (ii) that the Existing Restrictions do not purport to and shall not be deemed to provide the Landholder Property or the Owner, tenants or occupants thereof or the customers, employees, agents and business invitees of such parties with any easement rights for the use of any portion of the Home Depot Property notwithstanding anything to the contrary contained in the Existing Restrictions, and (iii) to the extent any such easement rights with respect to the use of any portion of the Home Depot Property may exist (expressly or by implication) or otherwise be deemed to exist by virtue of the Existing Restrictions, Landholder hereby disclaims, waives and releases all such easements and rights to the use of the Home Depot Property and acknowledges that it will in no event have the right to use any such easement rights under the Existing Restrictions. Nothing herein is intended to limit or modify any easement rights established under the Existing Restrictions which inure to the benefit of the Landholder Property with respect to the use of all or any portion of any other property within the retail development of which the Properties are a part.

Section 1.02. 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 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. Notwithstanding anything to the contrary contained herein, Landholder and the tenants and occupants of the Landholder Property shall at no time (i) permit tractor trailer delivery trucks accessing the Landholder Property to use any portion of the Home Depot Property, (ii) block the curb cuts, entrances or exits to the Home Depot Property and/or store equipment or trucks on the Home Depot Property, or (iii) park, or permit their customers, employees, agents or invitees to park, on any portion of the Home Depot Property. The easements granted herein 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 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 1.03. 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 purposes of the installation, operation, maintenance, repair, replacement, removal and relocation of underground storm sewer lines, sanitary sewer pipes, water and gas lines and

mains, electric power lines, telephone, data, and communication 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' prior written notice to the granting Owner utilizing or serviced by said Utility Lines or the parking area to be affected by any construction work, except for emergency repairs (defined as any situation where there is an imminent threat of harm to persons or property) when such notice shall be given a reasonable period in advance of such emergency repair as is practicable and may include notice by telephone or electronic mail provided that written notice is thereafter provided in accordance with Section 6.06 below. 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 tenant or 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.

In addition to the foregoing, each Owner agrees (at no cost, liability or expense to the granting Owner and to the minimum extent required) to grant such additional utility easements as may be reasonably required by any public utility for the purpose of providing underground Utility Lines to provide necessary utility services to the other Owner's Property for the benefit of the other Owner; provided that such easements do not unreasonably interfere with any buildings or other improvements on the granting Owner's Property and are not otherwise inconsistent with this Agreement or any other easements, restrictions, agreements or other matters affecting the granting Owner's Property. The requesting Owner (whose Property will be served by such utility easement and applicable service) shall indemnify, defend and hold the granting Owner(s) harmless from and against any and all loss, cost, damage, claim, liability or expense (including court costs and attorneys' fee) arising out of the execution or existence of such utility easement and any activities on the granting Owner's Property arising thereunder.

Without the prior written consent of Home Depot, which consent may be granted or withheld in Home Depot's sole and absolute discretion, Landholder shall not grant any easement for the benefit of any property located outside the Properties; provided, however, that the foregoing shall not prohibit the granting or dedicating of easements by Landholder to governmental or quasi-governmental authorities or to public utilities, subject to the terms hereof.

Section 1.04. Temporary Construction Easement. Each Owner hereby grants to the other Owner a temporary easement for access and passage over and across the Common Area located on the granting Owner's Property to the extent reasonably necessary for such Owner to construct and/or maintain improvements upon its Property; provided, however, that such easement shall be in effect only during periods when actual construction and/or maintenance is being performed, and provided further that the use of such easement shall not unreasonably interfere with the use and operation of the Common Area on the granting Owner's Property. Prior to exercising the rights granted herein, an Owner shall provide each granting Owner with a written

statement describing the need for such easement and shall furnish or have furnished a certificate of insurance showing that its contractor has obtained the minimum insurance coverage required to be carried by such Owner by this Agreement. The Owner shall promptly pay all costs and expenses associated with such work, shall complete such work as quickly as possible, and shall promptly clean and restore the affected portion of the Common Area on the granting Owner's Property to a condition which is equal to or better than the condition which existed prior to the commencement of such work.

Section 1.05. Easement to Maintain Sign. Landholder and Home Depot acknowledge that Home Depot has retained a flag lot along S.E. Hamblen Road adjacent to the Landholder "Home Depot Sign" on the Site Plan (the "**Home Depot Sign**"), which flag lot includes a strip of land approximately six inches (6") in width along S.E. Hamblen Road connecting the remainder of the Home Depot Property to the Home Depot Sign area as shown on the Site Plan (the "**Flag Lot**") . The Flag Lot is part of the Home Depot Property for purposes of this Agreement. Landholder, as the Owner of the Landholder Property, hereby grants and conveys to Home Depot, for the benefit of the Home Depot Property, a non-exclusive easement in, to, under, through and across the Landholder Property for the installation, operation, maintenance, repair and replacement of the Home Depot Sign and the sign panels located thereon from time to time, including, without limitation, an easement in, to, over, under and across the Landholder Property for any Utility Lines appurtenant to the Home Depot Sign. Except for Home Depot's obligation to maintain the Home Depot Sign, Landholder will otherwise be responsible for maintaining the Flag Lot at its sole cost and expense.

In furtherance of the foregoing and in recognition of the narrow strip of land retained by Home Depot along S.E. Hamblen Road, in the event of a right-of-way taking or dedication in lieu thereof of any portion of the Flag Lot which would result in the loss of the Home Depot Sign either because of the amount of property taken or because there is no longer a strip of land connecting the remainder of the Home Depot Property and the Home Depot Sign area, Landholder, as the Owner of the Landholder Property, covenants and agrees to convey to the Owner of the Home Depot Property fee simple title to so much land within the Landholder Property as shall be necessary in order for Home Depot to maintain the Home Depot Sign in the approximate location shown on the Site Plan, which conveyance shall be at no cost or expense to the Owner of the Home Depot Property, other than the cost to record the deed of conveyance.

ARTICLE II - MAINTENANCE RESPONSIBILITIES

Section 2.01. Maintenance Obligations.

(A) On or before January 1st of each calendar year Landholder shall deliver to Home Depot the sum of \$3,000.00, plus applicable sales tax (if any), as Landholder's contribution toward the cost of Home Depot's maintenance of the access drives on the Home Depot Property to be used by or which otherwise benefit the Landholder and the tenants and occupants of the Landholder Property (the "**Maintenance Fee**"). The receipt of an invoice from Home Depot shall not be a condition to Landholder'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 1st of each year; provided, however, that the Maintenance Fee for the time between the date of this Agreement

and the following January 1st 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 105% of the annual contribution for the previous two-year period. Notwithstanding any other provisions hereof, if Landholder or any of its tenants, agents, representatives, invitees, customers, guests or licensees, damages the access drives on the Home Depot Property to be used by or which otherwise benefit the Landholder and the tenants and occupants of the Landholder Property or any other portion of the Home Depot Property, Landholder 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 Landholder fails to make such payment within such 30-day period, Landholder 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.

The Maintenance Fee shall be sent to the following address:

The Home Depot
Attn: Lockbox 7491
400 White Clay Center Drive
Newark, Delaware 19711
Re Store No.: 3026

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

If the Landholder Property is sold or otherwise conveyed to a third party, then at the time of the conveyance of the Landholder Property, the Owner thereof shall notify Home Depot of the name and address of the new Owner of the Landholder Property and the effective date of the conveyance. Notwithstanding anything to the contrary contained in this Agreement, the transferring Owner of the Landholder Property shall continue to be liable for the payment of the Maintenance Fee for the Landholder Property until such time that the transferring Owner has notified Home Depot of the transfer of its interest in the Landholder Property as set forth above.

(B) To the extent that the Properties are billed for any shared cost, utility, maintenance or use assessment or imposition (including, without limitation, with respect to any shared detention areas) under any separate agreements, including, without limitation, any Existing Restrictions, whether of record or otherwise (collectively, the "**Existing Reimbursables**"), the Owners of the Properties shall cooperate with each other to cause each Property to be separately allocated and assessed by the billing party or entity therefor. During any time that the Properties are not separately allocated and assessed with respect to any Existing Reimbursable, Landholder shall reimburse Home Depot for its pro rata share of any Existing Reimbursable from time to time within thirty (30) days after request therefor from Home Depot, which pro rata share shall be equal to the ratio that the total land square footage of the Landholder Property bears to the total land square footage of the Properties. In addition, to the extent Home Depot is obligated under any existing agreements, including, without limitation, any Existing Restrictions, to maintain and repair (including any necessary replacements) any portion of the Properties or any other property, then Landholder will reimburse Home Depot for its share of such costs, which share shall be determined as provided above.

(C) Landholder shall maintain or cause to be maintained the Common Areas on the Landholder Property at all times in a good and clean condition and repair in compliance with all applicable requirements of law and governmental regulations applicable thereto and to a level comparable to the standard of maintenance generally maintained at first class shopping centers in the market area, including, without limitation, the following:

(i) Maintaining, repairing and resurfacing, when necessary, all paved surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal or superior in quality, use and durability, and restriping when necessary, to maintain clearly visible parking stall and traffic control lines;

(ii) Removing all papers, debris, filth and refuse from the Common Areas on the Landholder Property and washing or thoroughly sweeping the Common Areas to the extent reasonably necessary to keep the Common Areas on the Landholder Property in a clean and orderly condition, unobstructed and free of snow and ice;

(iii) Placing, painting, maintaining, repairing, replacing and repainting, as and when necessary, all directional and informational signs, markers, striping and pedestrian crossings upon or within the Common Areas of the Landholder Property;

(iv) Operating, maintaining, repairing and replacing, when necessary, the lighting facilities on the Landholder Property, including, but not limited to, poles, pole bases, wiring, lamps, ballasts, lenses, photocells, time clocks and contacts;

(v) Maintaining, repairing and replacing all landscaped areas, including maintaining, repairing and replacing, when necessary, automatic sprinkler systems and water lines and replacing shrubs and other landscaping as necessary;

(vi) Maintaining, repairing and replacing, when necessary, all Common Area walls, including, without limitation, any screening walls or retaining walls located on or serving the Landholder Property or any improvements thereon;

(vii) Maintaining, repairing and replacing, when necessary, all storm drains, sewers, lift stations and other Utility Lines not dedicated to the public or conveyed to any public or private utility which are either located on or otherwise serving the Landholder Property, including any Utility Line permitted to be installed on the Home Depot Property pursuant to Section 1.02 above;

(viii) Supervising traffic at entrances and exits to the Landholder Property if necessary as conditions reasonably require in order to maintain a safe and orderly traffic flow that will not interfere with the free flow of traffic on the Home Depot Property;

(ix) Keeping the Common Areas on the Landholder Property and all common Utility Lines free from any obstructions including those caused by the sale or

display of merchandise, unless such obstruction is permitted under the provisions of this Agreement; and

(x) Maintaining, repairing, cleaning and replacing, when necessary, any monument sign on the Landholder Property.

Notwithstanding anything to the contrary contained herein, prior to performing any repairs during the months of March, April, May and/or June or which may otherwise interrupt or interfere with the operation of the Home Depot Property, including, without limitation, any business operated thereon, Landholder shall provide Home Depot with a minimum of sixty (60) days' prior written notice before starting such repairs so as to obtain Home Depot's consent to the timing of such repairs, which consent may be granted or withheld in Home Depot's sole and absolute discretion.

(D) Landholder shall maintain the exterior of any building on the Landholder Property in a good, safe and first-class order, condition and repair and otherwise in compliance with the terms of this Agreement, any applicable covenants, easements, restrictions and other matters of record encumbering the Landholder Property, including, without limitation, the Existing Restrictions, and all applicable requirements of law and governmental regulation applicable thereto.

(E) Landholder 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 the Landholder Property.

ARTICLE III – LANDHOLDER PROPERTY COVENANTS

Section 3.01. Restrictions on the Landholder Property. The Landholder Property shall be owned and used subject to the following restrictive covenants, which shall run with the land and be binding upon Landholder and each of Landholder's tenants, subtenants and other occupants of the Landholder Property, 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 and, if the Property is operated as an LP Mart convenience store, a fuel canopy) shall be located on the Landholder Property at any time. No building or other structure of any kind shall exceed one (1) story and twenty-two feet (22') in height (from the building's approved finished floor elevation), plus, if applicable, twenty-two feet (22') in height for a fuel canopy, or contain more than six thousand two hundred fifty (6,250) square feet of floor area in the aggregate, and, if applicable, no more than eight (8) fuel pump stations. The height of any building shall be measured perpendicular from the finished floor elevation to the top of the roof structure, including any screening, parapet, penthouse, mechanical equipment or similar appurtenance or projection located on the roof of such building. No building or structure on the Landholder Property shall be located within sixty feet (60') of any building 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. Landholder shall have the right to construct one (1) three-product monument sign along S.E. Hamblen Road in the location shown on the Site Plan and no more than six feet (6') in width and eight feet (8') in height, which shall be the only freestanding sign on the Landholder Property. The sizes and arrangements of the Common Areas on the Landholder Property shall not be changed from that shown on the Site Plan without the prior written consent of the Owner of the Home Depot Property, which consent may be granted or withheld in Home Depot's sole and absolute discretion.

(B) No more than one (1) business shall be permitted to operate on the Landholder Property at any time. The Landholder Property shall be initially used for the operation of a LP Mart convenience store with no more than eight (8) fuel pump stations selling a major fuel brand such as BP, Valero, Conoco, or Phillips 66. Landholder shall install and maintain a landscape buffer along S.E. Hamblen Road and S.E. Oldham Parkway, as approved by the Owner of the Home Depot Property. No more than ten percent (10%) of the annual gross sales of such convenience store shall be derived from the sale of alcohol. In no event shall a so-called quick service restaurant be allowed to operate on the Landholder Property in connection with the operation of a convenience store. For so long as a convenience store with a fueling facility or any similar user operates on the Landholder Property, such operator shall be required to carry pollution liability insurance in accordance with Missouri law.

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

(D) Landholder shall have no obligation to construct any improvements on the Landholder Property; provided, however, that if Landholder elects to construct any improvements, once construction has commenced, Landholder 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 Landholder Property if such building or other structure would reduce the number of parking spaces within the Landholder Property to fewer than (i) fifteen (15) parking spaces for every 1,000 square feet of improvements (including outdoor dining and seating 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 (ii) five (5) parking spaces for every 1,000 square feet of improvements located on the Landholder Property, or the number of parking spaces required under applicable governmental rules, regulations and ordinances without variance, whichever is greater, for any other use. In the event of a condemnation of part of the Landholder Property or sale or transfer in lieu thereof that reduces the number of usable parking spaces below that which is required in this Section 3.01(E), Landholder shall use its best efforts (including, without limitation, using proceeds from the condemnation award or settlement) to restore and/or substitute parking spaces in order to comply with the parking requirements set forth herein. If such compliance is not possible, Landholder shall not be deemed in default hereunder, but Landholder shall not be permitted to expand the square footage of the improvements located on the Landholder Property. If the square footage of the improvements on the Landholder Property is thereafter

reduced other than by casualty, it may not subsequently be increased unless the parking requirements set forth herein are satisfied.

(F) If a business use on the Landholder Property contains a drive-up or drive-thru unit (such as a remote banking teller or a permissible restaurant), then there shall also be created space for stacking not less than ten (10) automobiles (exclusive of any drive aisle) for each drive-up or drive-thru unit.

(G) No portion of the Landholder 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; provided, however, that the foregoing shall not be deemed to prohibit the operation of a first class fueling facility which is operated in a good, clean and slightly condition in accordance with applicable laws, rules, regulations and ordinance.

(H) No portion of the Common Areas on the Landholder Property shall be used for the sale, storage or display of merchandise or food or for any promotion, entertainment, or amusement activities such as traveling carnivals, fairs, auctions, shows, kiosks, booths for the sale of fireworks, sales by transient merchants utilizing vehicles or booths, or other promotions of any nature.

(I) No portion of the Landholder Property may be leased, used or occupied as or for: a non-retail use; flea market or a business selling so called "second hand" goods (the term "second-hand" shall mean stores which sell goods primarily as a service to the public rather than to a retail customer for a profit); skating rink, bowling alley, billiard parlor, game room, video or amusement arcade or other place of amusement or recreation; any restaurant deriving more than ten percent (10%) of its annual gross sales from the sale of alcohol; bar or tavern (a bar or tavern 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 restaurant otherwise permitted hereunder); night club or discotheque, dance hall, comedy club, night club or adult entertainment facility; theater (including a movie theater), auditorium, sports or other entertainment viewing facility (whether live, film, audio/visual or video); barbeque or gas grill retail store; industrial, manufacturing or warehouse use; truck stop; adult bookstore or establishment selling, exhibiting or distributing pornographic or obscene materials; massage parlor; drug treatment or rehabilitation center; so-called "head shop" or any business or facility selling, supplying, dispensing (which shall be deemed to include vending machines or other self-service facilities) or distributing marijuana or products or by-products derived therefrom, whether by prescription, medical recommendation or otherwise; automobile (or other motor vehicle or boat) dealership, storage facility or repair shop (including lubrication and/or service center); body and fender shop; mini-storage or self-storage facility; laundromat or dry-cleaning facility (but this shall not be deemed to prohibit an on-site service provided solely for pick-up and delivery by the ultimate consumer); gaming, wagering or betting parlor or facility or equipment of any kind; junk yard; recycling facility or stockyard; tattoo parlor or body piercing establishment; funeral parlor, cemetery, mortuary or any business selling caskets and other funerary products; beauty school, barber college, reading room, place of instruction or

any other operation catering primarily to students or trainees and not to customers; office usage other than incidental in connection with non-prohibited uses; residential or hotel uses; any place of religious worship; pawn shop or any business offering cash for gold, silver and other valuables; payday loan or check cashing provider; surplus store; gun range; the sale of guns as a primary use; animal kennel; fitness center, workout facility, gym, health spa or studio; any state, local or federal governmental facility, including, without limitation, department of motor vehicles and military recruiting facilities; any store selling electronic cigarettes or similar devices as its primary business; or any business or space within the Landholder Property, including, without limitation, any facilities such as lockers, outposts, pods, dedicated floor or parking spaces or similar drop off/pick up locations or facilities, whose primary purpose is to display goods and merchandise that may be purchased via catalogue or an internet website or other electronic means and/or to fulfill, store, deliver, transfer, convey or otherwise distribute or receive goods and merchandise that have been purchased via catalogue or an internet website or other electronic means.

(J) No portion of the Landholder Property shall be used (i) in violation of the Existing Restrictions, including, without limitation, any building or use restrictions contained therein, or (ii) as a home improvement center or hardware store or for any business which sells, displays, leases, rents or distributes the following items or materials, individually or in any combination: lumber, hardware, tools, roofing materials, plumbing supplies, pool supplies, electrical supplies, paint, wallpaper and other wallcoverings, window treatments (including, without limitation, draperies, curtains and blinds), kitchens or bathrooms or components thereof (including, without limitation, tubs, sinks, faucets, mirrors, cabinets, showers, vanities, countertops and related hardware), doors, windows, hard and soft flooring (including, without limitation, tile, wood flooring, rugs and carpeting), siding, ceiling fans, lawn and gardening and garden nursery supplies, natural plants, equipment (including, without limitation, lawnmowers) and products, outdoor cooking equipment and accessories, patio furniture and patio accessories, Christmas trees (both live and artificial), holiday décor and accessories, home automation systems and smart home devices; indoor and outdoor lighting systems and light fixtures, cabinets, kitchen and other household appliances, cleaning supplies, closet organizing systems, interior design services, automotive parts, products and accessories, or other products generally sold in a retail home improvement center. Incidental sales of cleaning supplies may be permitted in connection with the operation of a drug store, convenience store or other business which typically sells cleaning supplies as an incidental part of its business.

(K) Prior to the construction, expansion, reconstruction, replacement or modification of any improvements on the Landholder Property, Landholder shall submit to Home Depot, for Home Depot's review and approval, (i) a complete set of plans and specifications (which may be delivered electronically), including, without limitation, a schematic site plan, building elevation drawings, and civil engineering plans and specifications showing all proposed improvements on the Landholder Property, including, without limitation: (a) ingress and egress, curb cuts and traffic flow to and within the Landholder Property; (b) a utility plan showing the location of all intended Utility Lines, facilities and improvements to the Landholder Property and any anticipated connection of the Utility Lines on the Landholder Property with the Home Depot Property; (c) grading and drainage plans; (d) landscape drawings; (e) lighting plans; and (f) signage plans, which plans, drawings and specifications shall show, among other things, exterior architectural design and decor, elevations, aesthetic treatments and other like pertinent data, and

shall outline specifications for all such facilities and improvements to the Landholder Property (all of the foregoing are collectively referred to herein as the "**Plans**"), and (ii) a report prepared by a civil engineer and/or an architect approved by Home Depot, at Landholder's sole cost and expense, which shall, among other things, include an impact analysis reflecting whether any construction, improvements or Utility Lines to be performed, built, installed and located on the Landholder Property will adversely affect the Home Depot Property including, without limitation, any Utility Lines and improvements located thereon, provided that such report shall only be required with respect to the initial construction of improvements on the Landholder Property or any subsequent construction affecting the grading or drainage of the Landholder Property or any Utility Lines located on or serving the Landholder Property. Home Depot's approval rights contained herein include the right to approve the location of improvements on the Landholder Property. In connection with its review of any Plans, Home Depot shall have the right to request the submission of samples of proposed construction materials. No improvements upon the Landholder Property for which Plans have not been approved by Home Depot as required hereunder may be constructed. Home Depot's approval of any Plans may be granted or withheld in its sole and absolute discretion. Notwithstanding the foregoing, Home Depot's approval of Plans is not required to the extent Home Depot previously approved the Plans in connection with Landholder's purchase of the Landholder Property from Home Depot; provided, however, any changes to the Plans previously approved by Home Depot shall be subject to the prior written approval of Home Depot, which approval may be granted or withheld in Home Depot's sole and absolute discretion. Any disapproval of Plans by Home Depot shall be delivered in writing to Landholder 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(K). 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 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, including, without limitation, the Existing Restrictions.

(L) After the completion of the initial improvements to the Landholder Property, Landholder hereby covenants and agrees to keep the Landholder Property fully illuminated each day from dusk to at least 11:00 p.m., unless Home Depot agrees upon a different time schedule. Landholder further agrees to keep any exterior building security lights on from dusk until dawn. During the term of this Agreement, each Owner grants an irrevocable license to each other Owner for the purpose of permitting the lighting from one Property to incidentally shine on the adjoining Property.

(M) The development and use of the Landholder Property shall in no way adversely affect the use or operation of the Home Depot Property.

Section 3.02. Security Services for the Landholder Property. Landholder 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 Landholder Property and Landholder hereby releases and agrees to hold harmless Home Depot from and against any and all liability or loss to Landholder, its tenants, agents, representatives, invitees, customers, guests or licensees arising out of or in any way connected with any trespass, criminal activity, damage or injury to persons or property at the Landholder Property or the Home Depot Property. Landholder shall, at Landholder's sole cost and expense, maintain at the Landholder 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 Lee's Summit, Missouri.

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

(A) All construction shall be performed in a good and workmanlike manner in accordance with the plans approved by Home Depot and 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 the Existing Restrictions and shall not: (i) interfere with the use, occupancy or enjoyment of any part of the Home Depot Property (including, without limitation, customer and truck access, parking, loading, unloading, deliveries, outdoor sales or storage); 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 or federal government, or any department or agency thereof. No construction materials, signage, motor vehicle or equipment used in connection with the construction of improvements on the Landholder Property shall advertise or otherwise display or contain the name of any competitor of Home Depot (such as, by way of example, Lowe's, 84 Lumber, Ace Hardware or Orchard Supply Hardware). Any work to be performed by Landholder on the Home Depot Property shall comply with the specifications attached hereto as **Exhibit D** and made a part hereof.

(B) Landholder shall be responsible for obtaining all necessary Storm Water Discharge Approvals (as hereinafter defined) in connection with any construction on the Landholder 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 (as hereinafter defined), 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 city, county, state or federal 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 city, county, state or federal 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) Landholder shall give Home Depot at least thirty (30) 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 Landholder or its contractor, proposed dates for a pre-construction meeting with Landholder's contractor, which representatives of Home Depot shall have the right to attend (and Landholder 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 Landholder Property to be used as a staging and storage area. For clarity, the pre-construction meeting with Home Depot is mandatory and a condition precedent to any construction on the Landholder Property. 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 Landholder Property shall be subject to Home Depot's prior written approval. In all events, any work performed on the Home Depot Property in connection with the initial construction of improvements on the Landholder Property shall be completed prior to the date a business opens on the Landholder Property. All storage of materials and parking of construction vehicles shall occur only within the staging and storage areas located upon the Landholder Property. Landholder shall, upon the written request of Home Depot, erect such fences or other devices which Home Depot may 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, Landholder 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, Landholder'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 satisfaction at Landholder'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 satisfaction at Landholder's sole cost and expense.

(D) All work shall be performed as expeditiously as possible. In addition, Landholder shall keep or cause to be kept the construction site and surrounding areas on the Landholder Property clean and free of construction materials, trash and debris, and shall take all appropriate precautions to protect against personal injury and property damage. With regard to excavation, and without limiting any other provision of this Agreement, no excavation shall be

made on, and no sand, gravel, soil or other material shall be removed from, the Landholder Property, except in connection with the construction or alteration of a building or other improvements approved in the manner set forth in this Agreement, and upon completion of any such operations, exposed openings shall be backfilled and disturbed ground shall be graded, leveled and paved or landscaped in accordance with the Plans approved by Home Depot. Further, Landholder shall undertake and implement or cause to be undertaken and implemented all dust control measures which may be required by applicable governmental regulations in order to prevent claims from or arising in connection with blowing dust. In the event any building or other improvements on the Home Depot Property require cleaning (such a pressure washing) as a result of blowing dust during any construction on the Landholder Property, Landholder shall reimburse Home Depot for such costs within thirty (30) days after receipt of an invoice therefor.

(E) Upon completion of any construction, Landholder shall at its cost clean, repair, replace and restore any affected accessways, 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.

(F) 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 or on behalf of any Owner, tenant or occupant of the Landholder Property, Landholder 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. Landholder 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 Landholder 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 Landholder 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.

(G) Prior to the commencement of any construction activities within the Landholder Property, Landholder shall obtain or require its contractor, tenant or occupant 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 One Million Dollars (\$1,000,000.00) for each accident for bodily injury, One Million Dollars (\$1,000,000.00) for bodily injury by disease, and One Million Dollars (\$1,000,000.00) 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 Dollars (\$1,000,000.00) per occurrence, except with respect to (x) products and completed operations, which shall have minimum limits of Two Million Dollars (\$2,000,000.00) 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 Two Million Dollars (\$2,000,000.00) applied separately to the Landholder 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 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 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 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. Landholder shall supply Home Depot with certificate(s) of insurance with respect to the insurance required by this subsection (G) thirty (30) days prior to the commencement of construction.

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

(I) IF ANY CONSTRUCTION ACTIVITIES PERFORMED BY OR ON BEHALF OF LANDHOLDER ADVERSELY IMPACT BUSINESS ACTIVITIES ON THE HOME DEPOT PROPERTY IN ANY WAY, IN THE SOLE AND SUBJECTIVE OPINION OF HOME DEPOT (TAKING INTO ACCOUNT THE NATURE OF THE BUSINESS ON THE HOME DEPOT PROPERTY AND ITS MANNER OF OPERATION WHICH LANDHOLDER ACKNOWLEDGES IS UNIQUE FROM THAT OF OTHER RETAILERS), INCLUDING, BUT NOT LIMITED TO (I) INTERRUPTING INGRESS AND EGRESS TO AND FROM THE HOME DEPOT PROPERTY, (II) DISRUPTING UTILITIES THAT SERVICE THE BUILDING AND COMMON AREAS ON THE HOME DEPOT PROPERTY, (III) PREVENTING VEHICLES FROM PARKING IN DESIGNATED PARKING AREAS ON THE HOME DEPOT PROPERTY, (IV) INTERFERING WITH OR PREVENTING DELIVERIES OF GOODS AND MERCHANDISE TO THE HOME DEPOT PROPERTY OR CUSTOMER PICK-UP SERVICES; OR (V) INTERFERING WITH CUSTOMERS' ABILITY TO CONVENIENTLY ENTER THE BUILDING ON THE HOME DEPOT PROPERTY, LANDHOLDER WILL BE IN DEFAULT OF THIS AGREEMENT (ANY OF ITEMS IDENTIFIED IN (I) – (V) BEING A "DEFAULT"). ANY SUCH DEFAULT SHALL CAUSE HOME DEPOT IRREPARABLE HARM. LANDHOLDER AND HOME DEPOT AGREE THAT IT WOULD BE

IMPRACTICAL, OR EXTREMELY DIFFICULT, TO ESTABLISH DAMAGES TO HOME DEPOT BY REASON OF A DEFAULT IN CONNECTION WITH THIS SUBPARAGRAPH (I). ACCORDINGLY, IN THE EVENT OF A DEFAULT UNDER THIS AGREEMENT WITH RESPECT TO THIS SUBPARAGRAPH (I) THAT CONTINUES BEYOND TWENTY-FOUR (24) HOURS AFTER HOME DEPOT PROVIDES LANDHOLDER WITH WRITTEN NOTICE OF SUCH DEFAULT (THE "CURE PERIOD"), HOME DEPOT'S REMEDY SHALL BE TO BE PAID "LIQUIDATED DAMAGES" EQUAL TO THE SUM OF SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00) FOR EACH TWENTY-FOUR (24) HOUR PERIOD THAT SUCH DEFAULT CONTINUES. SUCH WRITTEN NOTICE FROM HOME DEPOT TO LANDHOLDER WILL SPECIFY IN REASONABLE DETAIL THE ADVERSE EFFECT AND, IN ADDITION TO BEING DELIVERED IN ACCORDANCE WITH THE NOTICE REQUIREMENTS OF SECTION 6.06 BELOW, MAY ALSO BE TRANSMITTED BY E-MAIL TO THE RECIPIENTS IDENTIFIED BY LANDHOLDER DURING THE PRE-CONSTRUCTION MEETING DESCRIBED IN SECTION 3.03(C) ABOVE (IF ANY). IF LANDHOLDER FAILS TO CURE THE DEFAULT DURING THE CURE PERIOD, THEN, IN ADDITION TO, AND WITHOUT REDUCING, THE LIQUIDATED DAMAGES OWING FROM LANDHOLDER TO HOME DEPOT ARISING FROM THE DEFAULT, HOME DEPOT RESERVES THE RIGHT TO TAKE SUCH STEPS AS HOME DEPOT DETERMINES IN ITS REASONABLE DISCRETION ARE NECESSARY TO REMEDIATE AND/OR TERMINATE THE INTERFERENCE OR VIOLATION, AS PROVIDED IN SECTION 6.07 BELOW. LANDHOLDER SHALL INDEMNIFY HOME DEPOT AGAINST ANY ALL CLAIMS BROUGHT BY THIRD PARTIES FOR ANY DAMAGES SUSTAINED AS A RESULT OF HOME DEPOT'S EXERCISE OF ITS REMEDIES UNDER THIS SUBPARAGRAPH (I). LANDHOLDER SHALL PAY THE LIQUIDATED DAMAGES TO HOME DEPOT WITHIN TEN (10) DAYS OF WRITTEN NOTICE THEREFOR.



Home Depot's Initials

Landholder's Initials

Section 3.04. No Obligation to Operate; Construction by Home Depot. This Agreement is not intended to, and does not create or impose, any obligation on Home Depot or any tenant or occupant of the Home Depot Property, to operate, continuously operate, or cause to be operated, a business or any particular business on the Home Depot Property. Subject to the provisions of Section 1.02 above, nothing in this Agreement shall limit the right of Home Depot to alter or reconfigure all or any portion of the Home Depot Property or to construct such additional improvements as Home Depot deems necessary or desirable.

ARTICLE IV – LIABILITY INSURANCE; INDEMNIFICATION

Section 4.01. Indemnification. Subject to the provisions of Section 5.03 below regarding waiver of subrogation with respect to damage to property, each Owner (an "Indemnifying Owner") shall defend, indemnify, protect and hold each other Owner 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

IMPRACTICAL, OR EXTREMELY DIFFICULT, TO ESTABLISH DAMAGES TO HOME DEPOT BY REASON OF A DEFAULT IN CONNECTION WITH THIS SUBPARAGRAPH (I). ACCORDINGLY, IN THE EVENT OF A DEFAULT UNDER THIS AGREEMENT WITH RESPECT TO THIS SUBPARAGRAPH (I) THAT CONTINUES BEYOND TWENTY-FOUR (24) HOURS AFTER HOME DEPOT PROVIDES LANDHOLDER WITH WRITTEN NOTICE OF SUCH DEFAULT (THE "CURE PERIOD"), HOME DEPOT'S REMEDY SHALL BE TO BE PAID "LIQUIDATED DAMAGES" EQUAL TO THE SUM OF SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00) FOR EACH TWENTY-FOUR (24) HOUR PERIOD THAT SUCH DEFAULT CONTINUES. SUCH WRITTEN NOTICE FROM HOME DEPOT TO LANDHOLDER WILL SPECIFY IN REASONABLE DETAIL THE ADVERSE EFFECT AND, IN ADDITION TO BEING DELIVERED IN ACCORDANCE WITH THE NOTICE REQUIREMENTS OF SECTION 6.06 BELOW, MAY ALSO BE TRANSMITTED BY E-MAIL TO THE RECIPIENTS IDENTIFIED BY LANDHOLDER DURING THE PRE-CONSTRUCTION MEETING DESCRIBED IN SECTION 3.03(C) ABOVE (IF ANY). IF LANDHOLDER FAILS TO CURE THE DEFAULT DURING THE CURE PERIOD, THEN, IN ADDITION TO, AND WITHOUT REDUCING, THE LIQUIDATED DAMAGES OWING FROM LANDHOLDER TO HOME DEPOT ARISING FROM THE DEFAULT, HOME DEPOT RESERVES THE RIGHT TO TAKE SUCH STEPS AS HOME DEPOT DETERMINES IN ITS REASONABLE DISCRETION ARE NECESSARY TO REMEDIATE AND/OR TERMINATE THE INTERFERENCE OR VIOLATION, AS PROVIDED IN SECTION 6.07 BELOW. LANDHOLDER SHALL INDEMNIFY HOME DEPOT AGAINST ANY ALL CLAIMS BROUGHT BY THIRD PARTIES FOR ANY DAMAGES SUSTAINED AS A RESULT OF HOME DEPOT'S EXERCISE OF ITS REMEDIES UNDER THIS SUBPARAGRAPH (I). LANDHOLDER SHALL PAY THE LIQUIDATED DAMAGES TO HOME DEPOT WITHIN TEN (10) DAYS OF WRITTEN NOTICE THEREFOR.



Home Depot's Initials

Landholder's Initials

Section 3.04. No Obligation to Operate; Construction by Home Depot. This Agreement is not intended to, and does not create or impose, any obligation on Home Depot or any tenant or occupant of the Home Depot Property, to operate, continuously operate, or cause to be operated, a business or any particular business on the Home Depot Property. Subject to the provisions of Section 1.02 above, nothing in this Agreement shall limit the right of Home Depot to alter or reconfigure all or any portion of the Home Depot Property or to construct such additional improvements as Home Depot deems necessary or desirable.

ARTICLE IV – LIABILITY INSURANCE; INDEMNIFICATION

Section 4.01. Indemnification. Subject to the provisions of Section 5.03 below regarding waiver of subrogation with respect to damage to property, each Owner (an "**Indemnifying Owner**") shall defend, indemnify, protect and hold each other Owner 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 Indemnifying Owner's Property, including another Owner's own negligence; (ii) occasioned wholly by any negligent or willful act or omission of an Indemnifying Owner, its tenants or occupants of the Indemnifying Owner's Property or their respective its agents, contractors, servants or employees; or (iii) in connection with the failure to comply with the provisions of this Agreement.

Section 4.02. Liability Insurance. Landholder shall maintain or cause to be maintained comprehensive general commercial 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 condition, use or occupancy of the Common Areas in the Properties by Landholder and its tenants, agents, contractors, employees, licensees, customers and invitees, or the occupants of the Landholder Property. Such policy shall name Home Depot as an additional insured and shall have limits of not less than Five Million Dollars (\$5,000,000) 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, which coverage shall include Landholder's indemnity as set forth in Section 4.01 above.

All insurance required hereunder shall be carried by a reputable insurance company or companies qualified to do business in the State in which the Landholder Property is 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). Any deductible under any insurance policy carried by Landholder pursuant to this Article IV shall not exceed Ten Thousand Dollars (\$10,000.00) unless Landholder's net worth exceeds One Hundred Million Dollars (\$100,000,000.00). Further, for so long as Landholder's net worth exceeds One Hundred Million Dollars (\$100,000,000.00), any insurance required to be maintained by Landholder hereunder may be maintained in whole or in part under a plan of self-insurance or self-insured retention.

ARTICLE V - PROPERTY DAMAGE AND EMINENT DOMAIN

Section 5.01. Damage to Building. If the building or any other improvements located on the Landholder Property are damaged or destroyed by fire or other cause, Landholder 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 of 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 Landholder Property in a clean, sightly and safe condition. All portions of the Landholder Property on which the building is not reconstructed following a casualty shall be (i) graded or caused to be graded by Landholder 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 Landholder'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, Landholder shall cause to be carried fire and extended coverage insurance on all buildings and improvements on the Landholder 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.

Section 5.03 Waiver of Subrogation. Landholder hereby waives any rights it may have against Home Depot on account of any loss or damage occurring to Landholder or the tenants or occupants of the Landholder Property, either real or personal, arising from any risk generally covered by fire and extended coverage insurance to be carried by Landholder pursuant to the provisions of Section 5.02 and from any risk covered by property insurance then in effect. In addition, Landholder, for itself and on behalf of its insurance companies, waive any right of subrogation that any insurance company may have against Home Depot or the tenants or occupants of the Home Depot Property. 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, Landholder shall look solely to its insurance company for recovery.

Section 5.04. Eminent Domain. In the event the whole or any part of a Property shall be taken by right of eminent domain or any similar authority of law (a "**Taking**"), the entire award for the value of the land and improvements so taken shall belong to the Owner of the property so taken or to such Owner's mortgagees or tenants, as their interest may appear, and no other Owner shall have a right to claim any portion of such award by virtue of any interest created by this Agreement. Any Owner of a Property which is not the subject of a taking may, however, file a collateral claim with the condemning authority over and above the value of the land being so taken to the extent of any damage suffered by such Owner resulting from the severance of the land or improvements so taken if such claim shall not operate to reduce the award allocable to the Property taken. In the event of a partial Taking of the Landholder Property, Landholder shall restore the improvements located on its Property as nearly as practically possible to the condition existing prior to the Taking without contribution from any other Owner.

ARTICLE VI - MISCELLANEOUS PROVISIONS

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

Section 6.02. Amendment. Landholder 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 Landholder 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 its Property or portion thereof. Upon conveyance of its Property 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 Landholder Property in accordance with the terms hereof 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 sent by personal delivery, a reputable overnight courier which keeps receipts of delivery (such as UPS or FedEx), through the facilities of the United States Post Office, postage prepaid, certified or registered mail, return receipt requested, or by electronic transmission, addressed as follows:

If to Landholder: Lion Petroleum
4251 Lindell Blvd
St. Louis, MO 63108
Attention: Bobby Lodhi
Email: Bobby@lionpetro.com
Telephone Number: (314) 652-1113

If to Home Depot: Home Depot U.S.A., Inc.
2455 Paces Ferry Road, C-19
Atlanta, GA 30339
Attn: Property Management
Email: HD_Propmgmt@homedepot.com
Store No.: 3026
Telephone Number: (770) 433-8211

or to such other address as any party may from time to time designate by notice in writing to the other parties. Notices by an Owner may be given by legal counsel to or the authorized agent of such Owner. Any such notice, request, demand or communication shall be deemed to have been

given upon delivery if delivered by personal delivery or overnight courier, three (3) business days after the date of the postmark, if sent by U.S. mail in accordance with the above, or on the date of transmission if sent by electronic transmission provided that a copy of such notice, request, demand or communication is given in any other manner permitted hereunder within three (3) days after the date of such electronic transmission. 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 Landholder fails to perform any maintenance, repair or other work required of Landholder under this Agreement or fails to perform the work in accordance with the requirements of this Agreement, or otherwise breaches the terms of this Agreement, Home Depot may notify Landholder of the same 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 Home Depot shall have the right to correct such deficiencies or perform the work (even if such work must be undertaken on the Landholder Property) or cure the breach, and recover all actual costs and expenses related thereto from Landholder. 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, is related to any work performed on the Home Depot Property pursuant to Sections 1.02, 1.03 or 3.03 above, creates an imminent danger of damage to persons or properties or jeopardizes the continuance of business operations on the Home Depot Property, no notice shall be required prior to Home Depot commencing such work or commencing a cure. Any monetary amounts due and payable to Home Depot pursuant to this Agreement, including, without limitation any amounts owed pursuant to this Section 6.07 or Section 2.01(A) above, shall be paid within thirty (30) days from the date Landholder is notified of the amounts due. Any such claim for reimbursement, together with interest thereon at the lesser of (i) fifteen percent (15%) per annum or (ii) the maximum rate allowed by law, shall be secured by a lien on the Landholder Property and improvements thereon, which lien shall be effective upon the recording of a notice thereof in the Office of the Clerk or Registrar of the County in which the Properties are located.

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. In such event, each party shall be responsible for any costs and expenses of any such proceeding.

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. Within thirty (30) days following receipt of the written 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. Exhibits. All exhibits attached to this Agreement are incorporated herein by reference.

Section 6.18. Hazardous Materials.

(A) Landholder agrees to (i) comply with all governmental laws, rules or regulations related to the use, storage, treatment, transportation, removal or disposal of Hazardous Materials (as hereinafter defined); (ii) give notice to Home Depot immediately upon Landholder acquiring knowledge of the Hazardous Materials Contamination (as hereinafter defined) with a full description thereof; and (iii) promptly, at Landholder's sole cost and expense, to comply with the requirements of any governmental laws, rules or regulations requiring the removal, treatment or disposal of such Hazardous Materials or Hazardous Materials Contamination and provide Home Depot with satisfactory evidence of such compliance.

(B) Landholder shall defend, indemnify and hold Home Depot harmless from and against any and all liabilities (including strict liability), suits, actions, claims, demands, penalties, damages (including, without limitation, interest, penalties, fines and monetary sanctions), losses, costs or expenses (including, without limitation, consultants' fees, investigation and laboratory fees, reasonable attorneys' fees and remedial costs) the foregoing are hereinafter collectively referred to as "**Liabilities**") which may now or in the future be incurred or suffered by Home Depot by reason of, resulting from, in connection with, or arising in any manner whatsoever out of the breach of any covenant of Landholder contained in or referred to in this Section 6.18 or which may be asserted as a direct or indirect result of the presence on or under, or escape, seepage, leakage, spillage, discharge, emission or release from the Landholder Property of any Hazardous Materials or any Hazardous Materials Contamination or arise out of or result from the environmental condition of the Landholder Property, whether or not occasioned wholly or in part by any condition, accident or event caused by an act or omission of Landholder or any tenants, occupants or invitees of the Landholder Property.

(C) The term "**Hazardous Materials**" shall be interpreted broadly to include, but not be limited to, any material or substance that is defined, regulated or classified under any applicable federal, state or local laws and the regulations promulgated thereunder as (i) a "hazardous substance" pursuant to section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. section 9601(14) or the Federal Water Pollution Control Act, 33 U.S.C., section 1321(14), as now or hereafter amended; (ii) a "hazardous waste" pursuant to section 1004 or section 3001 of the Resource Conservation and Recovery Act, 42 U.S.C., sections 6902(5), 6921, as now or hereafter amended; (iii) toxic pollutant under section 307(a)(1) of the Federal Water Pollution Control Act, 33 U.S.C., section 1317(a)(1), as now or hereafter amended; (iv) a "hazardous air pollutant" under section 112 of the Clean Air Act, 42 U.S.C., section 7412(a)(6), as now or hereafter amended; (v) a "hazardous material" under the Hazardous Materials Transportation Uniform Safety Act of 1990, 49 U.S.C., section 5102(2), as now or hereafter amended; (vi) toxic or hazardous pursuant to regulations promulgated now or hereafter under the aforementioned laws, or any state or local counterpart to any of the aforementioned laws; or (vii) presenting a risk to human health or the environment under any other applicable federal, state or local laws, ordinances or regulations, as now existing or as may be passed or promulgated in the future. Hazardous Materials shall also mean any substance that after release into the environment or upon exposure, ingestion, inhalation or assimilation, either directly from the environment or directly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer or genetic abnormalities and specifically

includes, but it not limited to, asbestos, polychlorinated biphenyls ("PCBs"), radioactive materials, including radon and naturally occurring radio nuclides, natural gas, natural gas liquids, liquefied natural gas, synthetic gas, oil, petroleum and petroleum based derivatives and urea formaldehyde.

(D) The term "**Hazardous Materials Contamination**" shall mean the contamination (whether presently existing or hereafter occurring) of the Landholder Property or the Home Depot Property (including, without limitation, the buildings, facilities, soil, ground water, air or other elements in, on or under any of them) which arise out of any handling, release or remediation of Hazardous Materials in, on, under or from the Landholder Property.

Section 16.19. Mortgage Subordination. Any mortgage, deed to secure debt or deed of trust affecting any portion of the Properties shall at all times be subject and subordinate to the terms of this Agreement, except to the extent expressly otherwise provided herein, and any party foreclosing any such mortgage, deed to secure debt or deed of trust, or acquiring title by deed in lieu of foreclosure or trustee's sale, shall acquire title subject to all of the terms and provisions of this Agreement. Each party hereto represents and warrants to the other party that there is no presently existing mortgage or deed of trust lien on its Property, other than mortgage, deed to secure debt or deed of trust liens that are expressly subordinate to this Agreement.

Section 6.20. 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 Effective Date.

LANDHOLDER:

LION PETROLEUM, INC., a Missouri corporation



By: _____
Zarar Lodhi
President

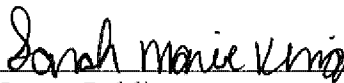
[CORPORATE SEAL]

STATE OF MISSOURI

COUNTY OF St. Louis

On this 29 day of December, 2022, before me, a notary public in and for said state, personally appeared Zarar Lodhi, known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within agreement in his/her authorized capacity, and acknowledged to me that he/she executed the same for the purposes therein stated.

WITNESS my hand and official seal.

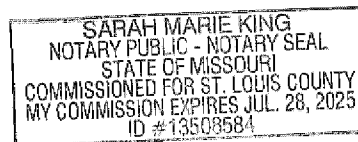


Notary Public

Print Name Sarah Marie King


My commission expires: July 28, 2025

[NOTARIAL SEAL]



HOME DEPOT:

**HD DEVELOPMENT OF
MARYLAND, INC.**, a Maryland
corporation

By: 
Name: John Chescauge
Title: M. Corporate Counsel

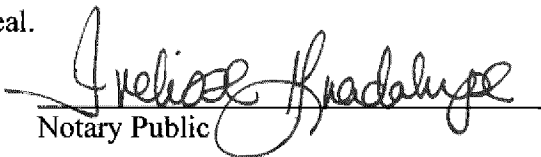


STATE OF GEORGIA

COUNTY OF COBB

On this 29th day of December, 2022, before me, a notary public in and for said state, personally appeared John Chescauge, known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within agreement in his/her authorized capacity, and acknowledged to me that he/she executed the same for the purposes therein stated.

WITNESS my hand and official seal.


Notary Public

Print Name: Ivelisse Guadalupe

My commission expires: 03/06/2023

[NOTARIAL SEAL]

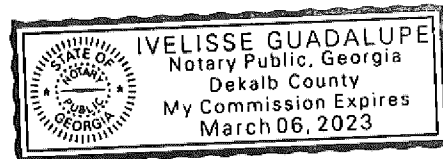


Exhibit A

Description of Landholder Property

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN TOWNSHIP 47 NORTH, COUNTY OF JACKSON, MISSOURI, BEING LOT 3A, HAMBLLEN PLAZA A REPLAT OF HAMBLLEN PLAZA, LOTS 1 THRU 3 OF THE FINAL MINOR PLAT RECORDED IN THE OFFICE OF THE RECORDER IN JACKSON COUNTY, MISSOURI IN DEED BOOK 208, PAGE 20, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A tract of land being located in the Northeast 1/4 of the Southeast 1/4 of Section 8, Township 47 North, Range 31 W, being all that part of Lot 2 and 3, Hamblen Plaza, Lot 1 thru 3, a subdivision as recorded in the Office of the Recorder, Jackson County, Missouri and a tract of land being located in the Northeast 1/4 of the southeast 1/4 of said Section 8, being more particularly described as follows:

Beginning at the Northeast corner of Lot 3, Hamblen Plaza, Lots 1 thru 3, a subdivision as recorded in the Office of the Recorder, Jackson County, Missouri; thence South $01^{\circ} 28' 40''$ West, a distance of 52.09 feet; thence along a curve to the left, having an initial tangent bearing South $64^{\circ} 10' 56''$ W, a radius 32.97 feet, an arc distance of 35.22 feet; thence along a curve to the right, having an initial tangent bearing South $10^{\circ} 52' 21''$ West, a radius 36.34 feet, an arc distance 46.97 feet; thence North $88^{\circ} 31' 20''$ West, a distance of 102.84 feet; thence South $01^{\circ} 28' 40''$ West, a distance of 226.69 feet; thence South $51^{\circ} 52' 13''$ West, a distance of 47.66 feet; thence North $87^{\circ} 41' 25''$ West, a distance of 181.82 feet; thence North $02^{\circ} 18' 35''$ East, a distance of 240.00 feet; thence South $88^{\circ} 31' 20''$ East, a distance of 41.79 feet; thence North $01^{\circ} 28' 40''$ East, a distance of 9.00 feet; thence North $88^{\circ} 31' 20''$ West, a distance of 39.41 feet; thence North $47^{\circ} 02' 20''$ East, a distance of 165.88 feet; thence South $88^{\circ} 31' 20''$ East, a distance of 246.60 feet, returning to the point of beginning.

Containing 87,011.44 sf (2.00 Acres)

Exhibit B

Description of Home Depot Property

Lots 1, 2 and 3 of the Plat of Hamblen Plaza, Lots 1 thru 3, being a subdivision in Lee's Summit, Jackson County, Missouri, according to the plat thereof recorded on June 12, 2001, as Document No. 2001143516 in Plat Book 169, Page 41.

Less and except:

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN TOWNSHIP 47 NORTH, COUNTY OF JACKSON, MISSOURI, BEING LOT 3A, HAMBLLEN PLAZA A REPLAT OF HAMBLLEN PLAZA, LOTS 1 THRU 3 OF THE FINAL MINOR PLAT RECORDED IN THE OFFICE OF THE RECORDER IN JACKSON COUNTY, MISSOURI IN DEED BOOK 208, PAGE 20, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A tract of land being located in the Northeast 1/4 of the Southeast 1/4 of Section 8, Township 47 North, Range 31 W, being all that part of Lot 2 and 3, Hamblen Plaza, Lot 1 thru 3, a subdivision as recorded in the Office of the Recorder, Jackson County, Missouri and a tract of land being located in the Northeast 1/4 of the southeast 1/4 of said Section 8, being more particularly described as follows:

Beginning at the Northeast corner of Lot 3, Hamblen Plaza, Lots 1 thru 3, a subdivision as recorded in the Office of the Recorder, Jackson County, Missouri; thence South 01° 28' 40" West, a distance of 52.09 feet; thence along a curve to the left, having an initial tangent bearing South 64° 10' 56" W, a radius 32.97 feet, an arc distance of 35.22 feet; thence along a curve to the right, having an initial tangent bearing South 10° 52' 21" West, a radius 36.34 feet, an arc distance 46.97 feet; thence North 88° 31' 20" West, a distance of 102.84 feet; thence South 01° 28' 40" West, a distance of 226.69 feet; thence South 51° 52' 13" West, a distance of 47.66 feet; thence North 87° 41' 25" West, a distance of 181.82 feet; thence North 02° 18' 35" East, a distance of 240.00 feet; thence South 88° 31' 20" East, a distance of 41.79 feet; thence North 01° 28' 40" East, a distance of 9.00 feet; thence North 88° 31' 20" West, a distance of 39.41 feet; thence North 47° 02' 20" East, a distance of 165.88 feet; thence South 88° 31' 20" East, a distance of 246.60 feet, returning to the point of beginning.

Containing 87,011.44 sf (2.00 Acres)

Exhibit C

Site Plan

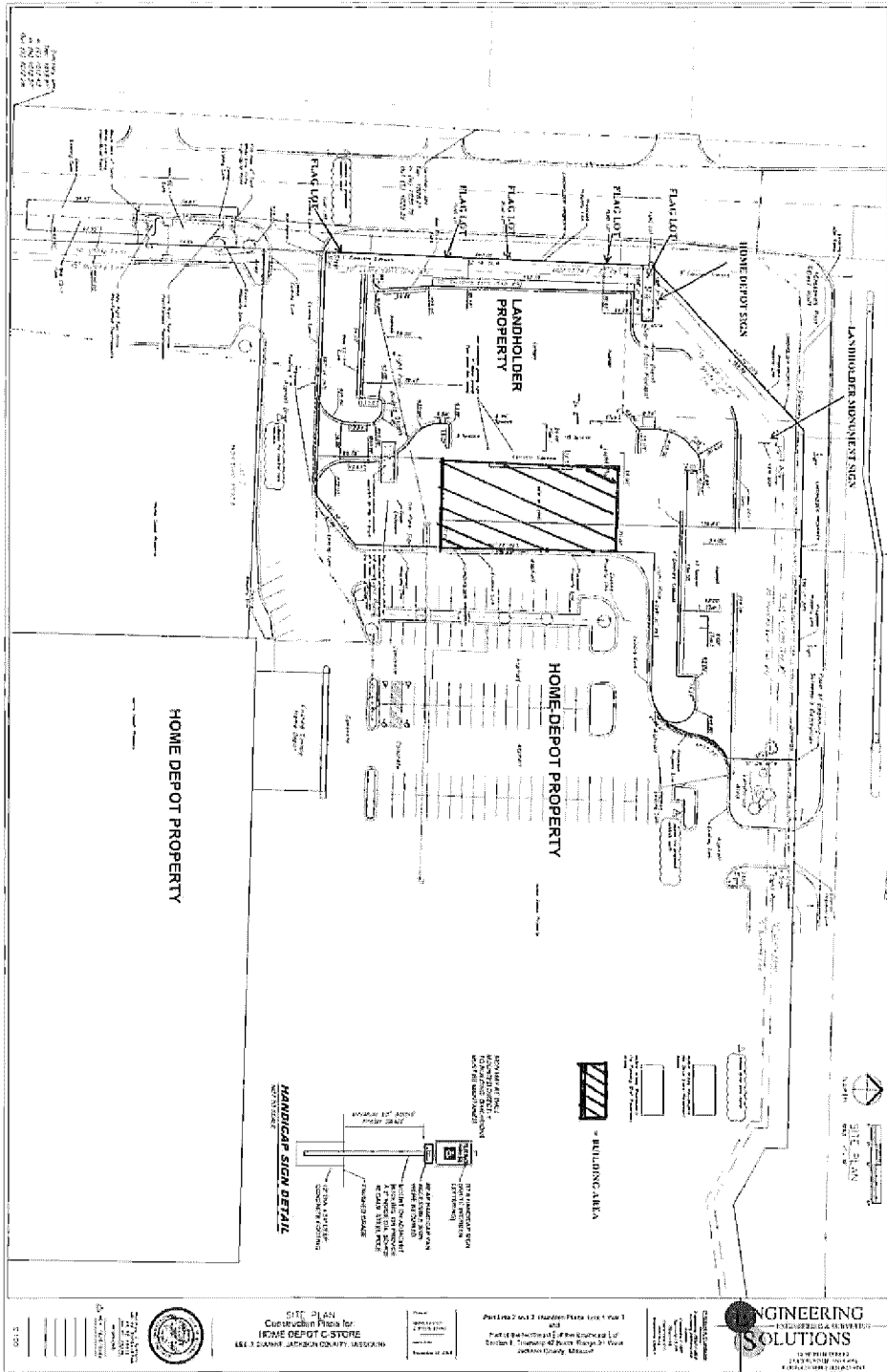


Exhibit D

Home Depot Specifications

Specifications for Carve Outs

Rev-01-06-2010

Page 1 of 10

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.
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 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 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. 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 three 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.

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.
- 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 GROUND COVER 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 of 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.

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 provide 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 (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**

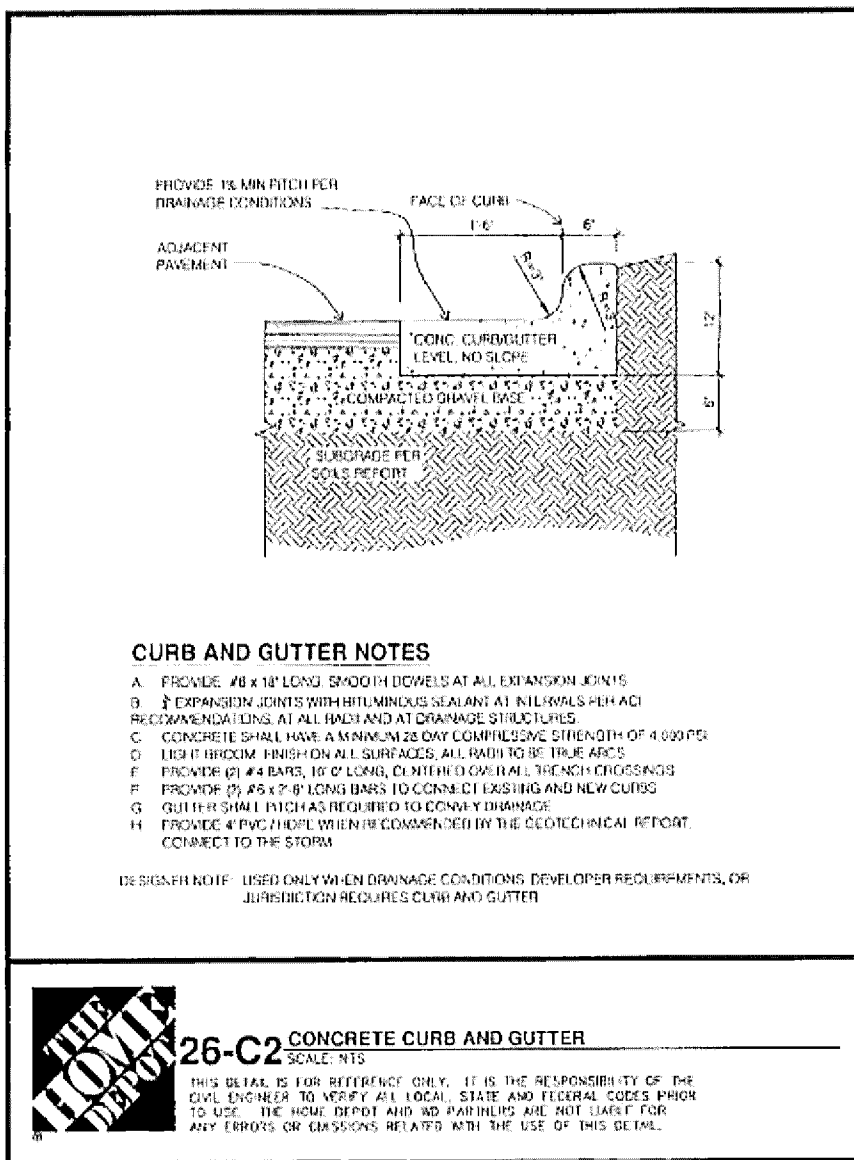
THE HOME DEPOT PROJECT MANAGER WILL DETERMINE IF CHANGE IS APPROVED*.

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.

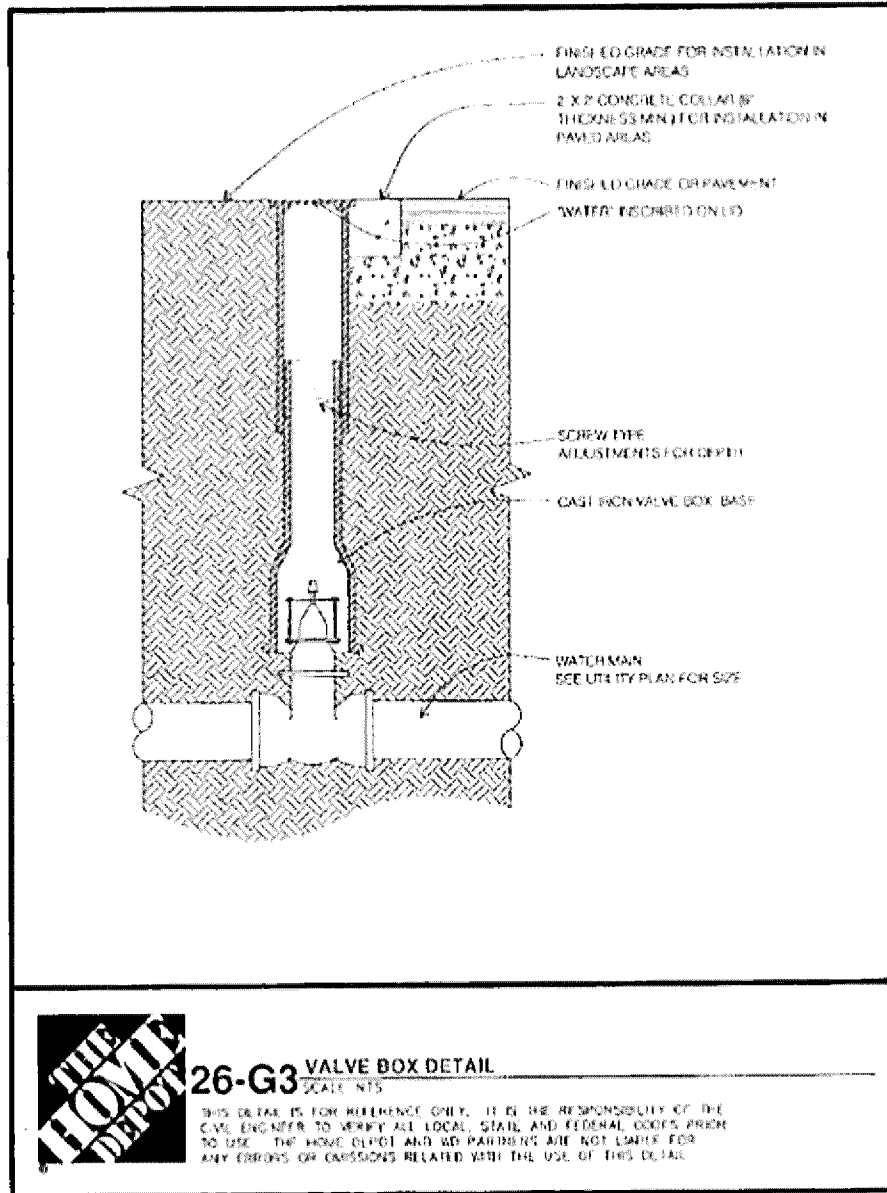
The following detail sheets depict typical sections for curbs, valve boxes, and pipe trenching:

Figure 26-C2



Section 7: CIVIL DRAWING REQUIREMENTS

Figure 26-G3



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Section 7: CIVIL DRAWING REQUIREMENTS

Figure 26-K

