

FIRST AMENDMENT TO
 RECIPROCAL EASEMENT AND OPERATION AGREEMENT

038059

THIS FIRST AMENDMENT TO RECIPROCAL EASEMENT AND OPERATION AGREEMENT (this "Amendment") is made as of this 13th day of December, 1995, between HOWARD D. WALL and SALLY S. WALL, INDIVIDUALLY and d/b/a W. and O. INVESTMENTS, having an office at 1980 Old Fort Parkway, Murfreesboro, Tennessee 37129 ("Landholder") and HOME DEPOT U.S.A., INC., a Delaware corporation, having an office at 2455 Paces Ferry Road, Atlanta, Georgia 30339-9998 ("HD").

WHEREAS, Landholder and HD entered into that certain Reciprocal Easement and Operation Agreement dated as of June 30, 1995, which was subsequently recorded on July 10, 1995, in Book 552, Page 257, Office of the Register of Rutherford County, Tennessee ("REA"); and

WHEREAS, Landholder and HD desire to amend the REA for the purpose of removing certain real property from the benefits and burden thereof.

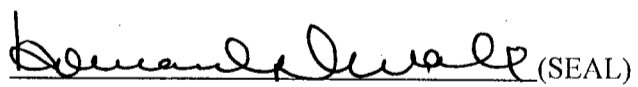
NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration and in consideration of the mutual benefits to be arrived by the parties hereto, Landholder and HD hereby covenant and agree as follows:


1. The description of the Landholder Parcel, consisting of 7.5 acres and described in Schedule A annexed to the REA is hereby amended to delete therefrom that portion of Lot 5 of the Landholder Parcel described as follows: Reserve Parcel 1 according to that certain final plat, the resubdivision of Lots 3, 5, 6 and 7, Home Depot Subdivision according to the plat recorded in Plat Book 17, Page 137 of the Register's Office of Rutherford County, Tennessee.
2. The term "Center" (as defined in the Paragraph 3 of the Preliminary Statement of the REA) is hereby amended to remove therefrom Reserve Parcel 1.
3. Except as otherwise expressly provided for hereinabove, the terms and provisions of the REA shall remain the same.

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

LANDHOLDER:

HOWARD D. WALL and SALLY S. WALL,
 individually, d/b/a W. and O. Investments

 (SEAL)
 HOWARD D. WALL, individually

 (SEAL)
 SALLY S. WALL, individually

(SIGNATURES CONTINUED ON FOLLOWING PAGE)

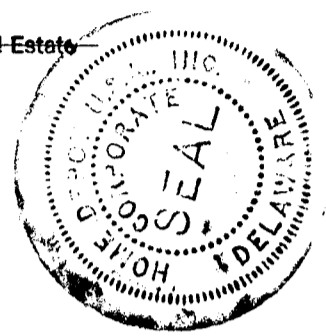
HD:

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

By: K. E. Lee

Its: KATHRYN E. LEE
~~Senior Corporate Counsel - Real Estate~~

(CORPORATE SEAL)



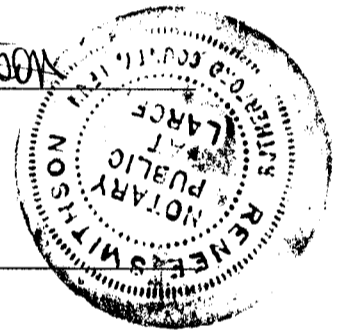
STATE OF TENNESSEE
COUNTY OF Butterfield

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Howard D. Wall, whom I am personally acquainted and who upon oath, acknowledged himself to be the individual in the foregoing instrument, and that he executed the foregoing instrument for the purposes contained therein.

Witness my hand and official seal this 13 day of December 1995.

Renee Sweetman
Notary Public

My Commission Expires:
1-16-99



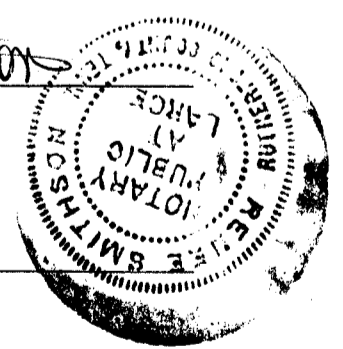
STATE OF TENNESSEE
COUNTY Butterfield

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Sally S. Wall, with whom I am personally acquainted and who upon oath, acknowledged herself to be the individual in the foregoing instrument, and that she executed the foregoing instrument for the purposes contained therein.

Witness my hand and official seal this 13 day of December, 1995.

Renee Sweetman
Notary Public

My Commission Expires:
1-16-99



STATE OF GEORGIA
COUNTY OF COBB

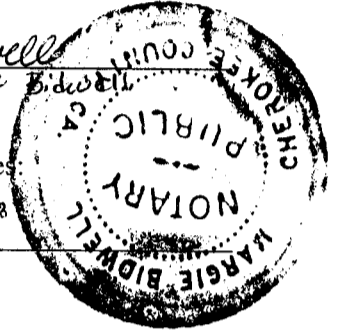
Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Kathryn E. Lee, with whom I am personally acquainted and who upon oath, acknowledged ~~himself~~ ^{herself} to be the Sr. Corporate Counsel - R.E. of Home Depot U.S.A., a Delaware corporation, in the foregoing instrument, and that as such officer being duly authorized so to do executed the foregoing instrument for the purposes contained therein by signing in the name of Home Depot, U.S.A., Inc. as such officer.

Witness my hand and official seal this 14th day of December, 1995.

Margie Bidwell
Notary Public Margie Bidwell

My Commission Expires:

MY COMMISSION EXPIRES AUG. 14, 1998



RECORDING FEE 12.00
STATE TAX _____
REGISTER'S FEE -
TOTAL PAID 12.00
RECEIPT NO. 47500

State of Tennessee, Rutherford County

I, Mark H. Moshea, Register of said county and state do certify that the foregoing instrument is registered in said office in book 563 page 158 that it was received Dec 13 1995 at 10:47 o'clock A M and entered in notebook 47 page 364 Mark H. Moshea, Reg. Jean Bentley Deputy