

Luanne L. Dunn
Paralegal

512-404-2210
lld@lawdsw.com

June 24, 2002

James Fisher
Village of Bee Cave
13333-A Hwy. 71 West
Austin, Texas 78738

Re: First Amendment to Development Agreement by and between the
Village of Bee Cave, Texas, and Home Depot U.S.A., Inc.

Dear Mr. Fisher:

Enclosed for your records is an originally executed counterpart of the First
Amendment to Development Agreement.

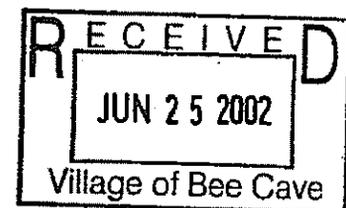
Sincerely,

A handwritten signature in cursive script that reads 'Luanne Dunn'.

Luanne Dunn
Paralegal

Enclosure

cc: Jeff Israel
Dave Cassman (w/encl.)
Debra Thompson (w/encl.)
David Wolff (w/encl.)
Steve Metcalfe





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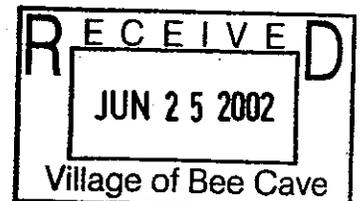
Sincerely,

A handwritten signature in cursive script that reads "Luanne Dunn".

Luanne Dunn
Paralegal

Enclosure

cc: Jeff Israel
Dave Cassman (w/encl.)
Debra Thompson (w/encl.)
David Wolff (w/encl.)
Steve Metcalfe



The undersigned parties have executed this Agreement on the dates indicated below.

VILLAGE OF BEE CAVE,
a Texas general law municipality

By: Caroline Murphy
Caroline Murphy, Mayor
Date: 8-25-2000

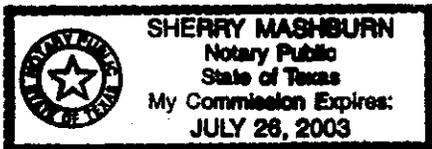
ATTEST:

By: Sherry Mashburn
Sherry Mashburn, City Secretary

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 25th day of August, 2000, by Caroline Murphy, Mayor of the Village of Bee Cave, Texas, a general law municipality, on behalf of the Village.



Sherry Mashburn
Notary Public, State of Texas

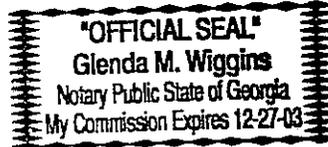
HOME DEPOT U.S.A., INC.,
a Delaware corporation

By: *Kathy Lee* *SM*
Name: **KATHRYNE LEE**
Title: **V.P. REAL ESTATE LAW GROUP**
Date:

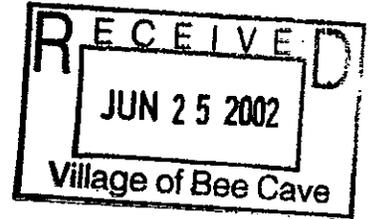
STATE OF Georgia §
COUNTY OF Cobb §

This instrument was acknowledged before me the 13th day of September 2000, by Kathryn E. Lee, V.P.R.E. Law Group of Home Depot, Inc., a Delaware corporation, on behalf of said corporation. Home Depot U.S.A., Inc

Glenda M. Wiggins
Notary Public, State of Georgia



**FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT**



STATE OF TEXAS

COUNTY OF TRAVIS

This First Amendment to Development Agreement (this "Amendment") is made and entered into by and between the Village of Bee Cave, Texas (the "Village"), a general law municipality located in Travis County, Texas, and Home Depot U.S.A., Inc., a Delaware corporation, ("Home Depot"), hereinafter collectively referred to as the "Parties", upon the premises and for the purposes set out herein.

I. INTRODUCTION

1.01. Home Depot owns an approximately 106.558-acre tract of land (the "Original Tract") which is the subject of a Development Agreement between the Parties dated September 13, 2000 (the "Agreement"), which Original Tract is more particularly described in Exhibits A and B to the Agreement.

1.02. Home Depot has developed a Home Depot store, with associated parking, drives, water quality pond, and other improvements, on approximately 44 acres of the Original Tract (the "Home Depot Parcel"), and currently intends to sell the balance of the Original Tract, being approximately 62.5 acres (the "Developer Parcel"). The Developer Parcel is further described or depicted on Exhibit A to this Amendment, and is comprised generally of "Phase Two" referred to in the Agreement (including the three outparcels located there on), together with the two outparcels located on the "Phase One" referred to in the Agreement.

1.03. On February 12, 2002, by action of its Board, the Village authorized an alternative for the development of the Developer Parcel (the "Village Action"), such alternative to be chosen or not by Home Depot, in its sole discretion, which alternative would require certain amendments to the Agreement.

1.04. The Parties want to memorialize in this Amendment the alternatives authorized by the Village Action.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

II. ELECTION FOR ALTERNATIVE DEVELOPMENT

2.01. Home Depot may develop the Developer Parcel in accordance with the Agreement without the amendments described in Part III of this amendment (herein referred to as "Alternative I"). In the alternative, Home Depot may develop the Developer Parcel in accordance with those amendments to the Agreement described in Part III of this Amendment (herein referred to as "Alternative II").

2.02. Home Depot may make the election between Alternative I and Alternative II by delivering written notice to the Village on or before commencement of construction on the Developer Parcel (the "Election Deadline"). If Home Depot fails to deliver written notice making such election on or before the Election Deadline, Home Depot shall be deemed to have elected Alternative I.

III. TERMS OF ALTERNATIVE DEVELOPMENT

3.01. If, but only if, Home Depot elects to develop the Developer Parcel in accordance with Alternative II (pursuant to Part II above), then upon such election the following amendments shall be considered made to the Agreement:

a. Notwithstanding the provisions of the Agreement that would have allowed a maximum number of five pad sites in the aggregate on Phase One and Phase Two, a maximum of only four pad sites in the aggregate may be built on the Outparcels shown on Exhibit "B" to the Agreement.

b. Of the four pad sites allowed on the Outparcels, and described in the immediately preceding subpart a, no more than two (2) of such pad sites may be improved with drive-through restaurants, neither of which may employ a speaker system for ordering food.

c. Section 3.03 of the Agreement shall be deleted, and the following substituted in its place, with capitalized terms as defined in the original Agreement or in this Amendment, as appropriate:

Section 3.03 Building Square Footage. The maximum gross square footage of buildings to be constructed on the Home Depot Parcel shall be limited to 108,000 square foot non-pad site building(s), a 22,000 square foot garden center, and up to 7,000 square feet of additional seasonal sales area. The maximum gross square footage of buildings to be constructed on the Developer Parcel shall be limited as follows: (a) initially, non-pad site building(s) not exceeding 125,000 square feet with the option after such building(s) have opened for business of either (i) increasing such building(s) by up to 50,000 square feet or (ii) constructing up to 50,000 square feet of other non-pad site buildings (i.e. for an aggregate total of 175,000 square feet of non-pad site buildings), and (b) 28,000 square feet (in the aggregate) on a maximum of four pad sites to be located on the Outparcels shown on Exhibit "B".

d. Section 3.06 of the Agreement shall be deleted, and the following substituted in its place:

Section 3.06 Impervious Cover. The total Impervious Cover (as hereinafter defined) on the Land shall not exceed 1,500,000 square feet. Storm water detention, filtration, and water quality ponds shall be deemed to be pervious. The term "Impervious Cover", as used herein, shall mean roads, parking areas, buildings, and other impermeable construction covering the natural land surface, except those portions of the Boulevard (herein so called) crosshatched on Exhibit "H" shall not be counted as impervious cover.

e. Section 3.12 of the Agreement shall be deleted, and the following substituted in its place:

Section 3.12 Water Quality Ponds. Home Depot agrees to install water quality features for the Property (including the Outparcels) designed to achieve a 95% pollutant level removal using either a retention/irrigation system or another approved method. The owner of each parcel shall maintain the water quality features located on its parcel (except for the water quality features which serve the Boulevard, which shall be maintained by the Village).

f. Notwithstanding anything to the contrary contained in Section 3.14 of the Agreement, prior to the issuance of a certificate of occupancy for all or any portion of Phase Two, Home Depot shall construct that portion of the Boulevard necessary to complete it as a four-lane road between Highway 620 and a point even with the back of the southernmost driveway on Phase Two. The construction shall be in accordance with the standards set forth in the Agreement.

3.02. In the event that Home Depot elects Alternative II, then the Concept Plan attached to the Agreement shall be deemed to be revised in order to reflect the provisions contained in Section 3.01 above.

IV. MISCELLANEOUS

4.01. This Amendment does not and will not contravene the benefit of the Agreement to the Village, as such benefits are described in the Agreement.

4.02. Except as defined differently herein or where the context clearly requires otherwise, all capitalized terms used in this Amendment shall have the meanings ascribed to them under the Agreement.

4.03. If there is any inconsistency between the Agreement and this Amendment, the terms of this Amendment shall control.

4.04. Except as expressly amended hereby, the Agreement shall remain unchanged and in full force and effect.

The First Amendment to Development Agreement between the Home Depot and the Village of Bee Cave was approved by the Board of Alderman at their regular meeting on Tuesday, May 28, 2002.

The undersigned parties have executed this Amendment on the dates indicated below.

VILLAGE OF BEE CAVE,
a Texas general law municipality

By: *Caroline Murphy*
Caroline Murphy, Mayor

Date: 5-28-02

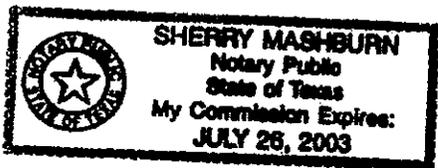
ATTEST:

By: *Sherry Mashburn*
Sherry Mashburn, City Secretary

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 28th day of May, 2002, by Caroline Murphy, Mayor of the Village of Bee Cave, Texas, a general law municipality, on behalf of the Village.

Sherry Mashburn
Notary Public, State of Texas



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

Done

By: _____
Name: Jeff Israel
Title: Senior Corporate Counsel - Real Estate
Date: JUN 19 2002

STATE OF Georgia 3
COUNTY OF Cobb 3

This instrument was acknowledged before me the 19th day of JUNE, 2002, by JEFF ISRAEL, Sr. Corp. Counsel - R.E. of Home Depot, Inc., a Delaware corporation, on behalf of said corporation.

Glenda M. Wiggins
Notary Public, State of Georgia



SMC
SM

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

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me the _____ day of _____, 2002, by _____ of Home Depot, Inc., a Delaware corporation, on behalf of said corporation.

Notary Public, State of _____

Exhibit A

TRACT 1: Lot 1, Block "B", THE HOME DEPOT ADDITION, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200100004 of the Official Public Records of Travis County, Texas.

TRACT 2: Being all of that certain tract or parcel of land containing 4.340 acres, more or less, out of Lot 1, Block "A", THE HOME DEPOT ADDITION, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200100004 of the Official Public Records of Travis County, Texas, said tract being more particularly described by metes and bounds shown on Exhibit "1" attached hereto and made a part hereof.

4.340 ACRES
PORTION OF LOT 1, BLK. "A"
THE HOME DEPOT ADDITION

FN.NO. 02-066(MM)
FEBRUARY 25, 2002
BPI JOB NO. 874-06.92

DESCRIPTION

OF A 4.340 ACRE TRACT OR PARCEL OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF LOT 1, BLOCK "A", THE HOME DEPOT ADDITION, A SUBDIVISION OF RECORD IN DOCUMENT NO. 200100004 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 4.340 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod with cap found at the intersection of the westerly right-of-way line of R.M 620 (R.O.W. varies) with the northerly right-of-way line of Home Depot Boulevard (86' R.O.W.), being the southeasterly corner of said Lot 1, for the southeasterly corner hereof;

THENCE, leaving the westerly line of R.M. 620, along the northerly line of Home Depot Boulevard, being a portion of the southerly line of said Lot 1 and the southerly line hereof, the following two (2) courses and distances:

- 1) Along a curve to the right having a radius of 20.00 feet, a central angle of $89^{\circ}49'17''$, an arc distance of 31.35 feet and a chord which bears $S05^{\circ}14'53''E$, a distance of 28.24 feet to a 1/2 inch iron rod with cap found at the point of tangency of said curve;
- 2) $S39^{\circ}39'45''W$, a distance of 391.32 feet to a 1/2 inch iron rod with cap set for the southwesterly corner hereof;

THENCE, leaving the northerly line of Home Depot Boulevard, over and across said Lot 1, generally along the centerline of a creek, being the westerly line hereof, the following fifteen (15) courses and distances:

- 1) $N44^{\circ}24'15''W$, a distance of 61.44 feet to a 1/2 inch iron rod with cap set for an angle point;
- 2) $N50^{\circ}19'37''W$, a distance of 73.67 feet to a 1/2 inch iron rod with cap set for an angle point;
- 3) $N33^{\circ}30'39''W$, a distance of 90.61 feet to a 1/2 inch iron rod with cap set for an angle point;
- 4) $N26^{\circ}19'23''W$, a distance of 51.07 feet to a 1/2 inch iron rod with cap set for an angle point;

EXHIBIT 1

FN. NO. 02-066(MM)
FEBRUARY 25, 2002
PAGE 2 of 3

- 5) N13°29'12"W, a distance of 68.21 feet to a 1/2 inch iron rod with cap set for an angle point;
- 6) N34°50'04"W, a distance of 49.12 feet to a 1/2 inch iron rod with cap set for an angle point;
- 7) N38°59'11"E, a distance of 43.68 feet to a 1/2 inch iron rod with cap set for an angle point;
- 8) N01°52'50"E, a distance of 48.34 feet to a 1/2 inch iron rod with cap set for an angle point;
- 9) N28°52'05"W, a distance of 31.67 feet to a 1/2 inch iron rod with cap set for an angle point;
- 10) N79°40'42"W, a distance of 13.45 feet to a 1/2 inch iron rod with cap set for an angle point;
- 11) N75°18'08"W, a distance of 16.96 feet to a 1/2 inch iron rod with cap set for an angle point;
- 12) N51°44'54"W, a distance of 40.30 feet to a 1/2 inch iron rod with cap set for an angle point;
- 13) N43°16'50"W, a distance of 31.26 feet to a 1/2 inch iron rod with cap set for an angle point;
- 14) N27°06'20"W, a distance of 36.95 feet to a 1/2 inch iron rod with cap set for an angle point;
- 15) N49°53'45"W, a distance of 38.76 feet to a cut "X" set in concrete at or near the center of a concrete drive, for the northwesterly corner hereof;

THENCE, N38°56'43"E, continuing over and across said Lot 1, along a line at or near the center of said concrete drive, being the northerly line hereof, a distance of 198.72 feet to a cut "X" set in concrete in the westerly line of R.M. 620, being the easterly line of said Lot 1, for the northeasterly corner hereof;

THENCE, along the westerly right-of-way line of R.M. 620, being a portion of the easterly line of said Lot 1, same being the easterly line hereof, the following two (2) courses and distances:

- 1) S51°52'06"E, a distance of 320.76 feet to a Texas Department of Transportation Brass Disc found for an angle point;

FN. NO. 02-066(MM)
FEBRUARY 25, 2002
PAGE 3 of 3

- 2) S50°09'32"E, a distance of 262.70 feet to the POINT OF BEGINNING, containing an area of 4.340 acres (189,040 sq. ft.) of land, more or less, within these metes and bounds.

I, MARK J. JEZISEK, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION WAS DETERMINED BY A SURVEY MADE ON THE GROUND BY ME OR UNDER MY DIRECTION AND SUPERVISION. A LAND TITLE SURVEY WAS PREPARED TO ACCOMPANY THIS DESCRIPTION.

BURY & PARTNERS, INC.
ENGINEERS-SURVEYORS
3345 BEE CAVE ROAD, STE. 200
AUSTIN, TEXAS 78746

Mark J. Jezisek / *2/25/02*
 MARK J. JEZISEK DATE
 R.P.L.S. NO. 5267
 STATE OF TEXAS





STEVEN C. METCALFE

512-404-2209
scm@lawdsw.com

September 14, 2000

Via Hand Delivery

Mr. James Fisher
Village at Bee Caves
13333-A Hwy. 71 West
Austin, TX 78738

Re: Home Depot U.S.A. Inc./Project in Bee Cave

Dear Mr. Fisher:

Enclosed please find an original fully executed Development Agreement for Home Depot with the Village of Bee Cave. Please do not hesitate to call me should you have any questions.

Yours very truly,

Steven C. Metcalfe by jal
Steven C. Metcalfe

DEVELOPMENT AGREEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This Development Agreement ("Agreement") is made and entered into by and between the Village of Bee Cave, Texas (the "Village"), a general law municipality located in Travis County, Texas, and Home Depot U.S.A., Inc., a Delaware corporation, ("Home Depot"), hereinafter collectively referred to as the "Parties", upon the premises and for the purposes set out herein.

INTRODUCTION

Home Depot is presently under contract to purchase approximately 106.558 acres of land located within the extra territorial jurisdiction ("ETJ") of the Village (the "Land"). The Land is more particularly described in attached Exhibit "A" and is depicted on the conceptual site plan attached as Exhibit "B" (the "Conceptual Plan"). Home Depot intends to develop the Land as a retail shopping center project (the "Project").

Home Depot has advised the Village that a contributing factor to its decision to construct the Project would be an agreement by the Village to provide an Economic Development Grant to Home Depot to defray a portion of the costs to be incurred by Home Depot as a consequence of developing the Project in accordance with the Development Standards set forth below.

Home Depot and the Village desire to enter into this Agreement in order to contribute to the economic development of the Village by generating sales tax and employment. The Agreement will also provide an alternative to the Village's typical development approval process, will encourage innovative and comprehensive land planning, will provide for regulatory certainty throughout the term of this Agreement, and will provide a high-quality Project for the present and future benefit of the Village. Land development in the Village is presently subject to a development moratorium, however, with knowledge of the pending Project, the Village desires to grant a variance to the moratorium and annex the Land into its corporate limits, subject to the terms and conditions of this Agreement.

The Village has adopted a program for economic development pursuant to Chapter 380 of the Texas Local Government Code and desires to make a conditional Economic Development Grant to Home Depot in accordance with this Agreement in order to further the objectives of the Village and benefit the Village and the Village inhabitants.

Home Depot and the Village desire to work together in good faith to enhance and preserve the general area of the Project for the benefit of the citizens of the Village and surrounding areas.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

ARTICLE I MORATORIUM

Section 1.01 Variance. The Village hereby finds that the Project, as evidenced by the submission of a Preliminary Plan for the Land, constitutes an application previously pending for approval which is consistent with existing uses and the proposed comprehensive plan and that no purpose would be served by delaying approval. Therefore, concurrently with the approval of this Agreement, the Village will grant a variance to the development moratorium established by Ordinance No. 99-11-16-A on November 16, 1999, with respect to the Land, subject to the terms and provisions hereof.

ARTICLE II DEVELOPMENT PLAN

Section 2.01 Phased Development. Home Depot intends to develop the Land in phases and the Village acknowledges that portions of the Land not under active development may be used for agricultural or ranching purposes. For purposes of this Agreement, "Phase One" refers to the portion of the Property which is north of the Boulevard and "Phase Two" refers to the portion of the Property located south of the Boulevard, although different portions of each of Phase One and Phase Two may be developed at different times.

Section 2.02 Conceptual Plan. The Village hereby approves the Conceptual Plan and approves the land uses, densities, exceptions, and roadway alignments and sizes and other matters set forth on the Conceptual Plan. In addition, the Village agrees that the Conceptual Plan complies with the Village's General Plan and Comprehensive Plan, as amended.

Section 2.03 Site Development Plan and Final Plat. The Village hereby confirms that a preliminary plan of the Land (the "Preliminary Plan") has been approved by the Village. Home Depot intends to submit for approval by the Village a final subdivision plat (the "Final Plat") of the Land and site development plans (the "Site Plans") for portions of the Land. The Village represents and warrants that it will take such actions as may be required and necessary to adopt such ordinances as may be necessary to approve the Site Plan(s) and Final Plat so that the Land can be developed and used in the manner described in this Agreement. Any proposed future Site Plan of the Land, which substantially complies with the Conceptual Plan and the terms of this Agreement, will be approved by the Administrator (as said term is hereinafter defined).

Section 2.04 Review Process. The Village agrees to accommodate Home Depot's expedited development schedule for the Project by reviewing and approving (or responding with substantive comments to) any construction and development applications or other requests for approvals within the shorter of sixty (60) days or any other time frame established by Texas law or Village regulations for development reviews. If the Village fails to respond to an application within such time frame, the application shall be deemed approved as submitted. The Village further agrees that, if Home Depot believes an impasse has been reached with Village staff regarding any issue affecting the Land or Project, Home Depot may immediately appeal such issue to the Village Administrator (the "Administrator") and that the Administrator's decision is immediately appealable to the Village Board of Aldermen (the "Board of Aldermen") at its next regularly scheduled meeting. The Village

shall post the necessary agenda items for any such appeal to the Board of Aldermen in a timely manner and in accordance with the requirements of the Texas Open Meetings Act.

Section 2.05 Amendments.

(1) Conceptual Plan. Home Depot may make minor changes to the Conceptual Plan upon notification to the Administrator. Such minor changes shall include minor adjustments to street alignments, changes in building size and location, driveway location, parking, or adjustments or any other changes in land use, which do not result in overall increases to traffic or density as set forth in the Conceptual Plan and which do not otherwise contradict the express terms of this Agreement. The foregoing minor changes do not include any change to the provisions of Section 3.03 of this Agreement, nor to any decrease in the set back distance of the buildings from RM 620.

(2) Site Plan(s). Any approved Site Plan(s) may be amended by Home Depot and the Administrator without action of the Board of Aldermen or the Planning & Zoning Commission or any similar Village board or commission, if it is determined that:

(a) the amount of impervious cover on the Land (as defined in Section 3.06) is not increased by the amendment;

(b) the building height does not exceed that approved on the applicable Site Plan by more than six feet (6');

(c) the total caliper inches of trees to be preserved is not less than that approved on the applicable Site Plan;

(d) the use of the Project is not more intense than permitted in the applicable Site Plan;

(e) there is no change in a condition of approval of the applicable Site Plan; and

(f) the total square footage in the Project is not increased over the amount shown on the applicable Site Plan or permitted in Section 3.03 of this Agreement.

(3) Approval by Board of Aldermen. To the extent that a proposed amendment to the Conceptual Plan or a Site Plan does not meet the requirements of subsections 2.05(1) or 2.05(2) above, the matter will be referred to the Board of Aldermen, in which case, approval will require the affirmative vote of a majority of the Board of Aldermen, and consideration of such approval will not be unreasonably delayed.

Section 2.06 Review/Submittal Fees. Home Depot shall pay the Village's standard application, review and development fees which are applicable to all other development applicants. The Village's current fees are set forth in Exhibit "C", and shall apply to Phase One of the Project (as shown on Exhibit "B." Home Depot acknowledges that the standard application, review and

development fees applicable to subsequent phases of the Project may be increased based upon reasonable application processing costs incurred by the Village.

Section 2.07 Building Code Compliance. Permanent structures constructed on the Land shall comply with the building code adopted by the Village. Such code as it applies to the Land shall be limited to health and safety issues and shall apply uniformly to all other property within the corporate limits of the Village. The Village shall provide timely inspections and shall provide adequate staff and resources so as not to unreasonably delay any construction activities on the Land.

ARTICLE III DEVELOPMENT STANDARDS

Section 3.01 Development Standards. Notwithstanding any provisions in the Village's ordinances, rules and regulations to the contrary and except as provided in Section 6.01, Home Depot agrees to comply with the applicable ordinances, rules and regulations of the Village, that were in force and effect as of the Origination Date (as defined in Section 7.02 below) as amended or supplemented by this Agreement, including the development standards specified below in Sections 3.02 - 3.12.

Section 3.02 Landscaping. A landscape buffer, as shown on the Conceptual Plan, shall be maintained along the RM 620 right-of-way on the Land and no improvements shall be permitted within such buffer other than the following: landscaping (to consist of existing natural vegetation and plantings of native species); irrigation lines and facilities; utility lines and facilities; driveways, driveway aprons, turn-lanes and associated regulatory signage, directional signage, and curb and gutter; and project signage. Notwithstanding any provisions to the contrary contained in the Village's landscape ordinances, on Phase One of the Project (other than pad sites and the landscape buffer) Home Depot shall be required to install only that landscaping shown on the Drawings attached as Exhibit "J" and; provided, further, that Home Depot shall not be required to install trees in such areas of Phase One which exceed one and one-half (1 ½) caliper inches. Phase Two and the pad sites on Phase One shall comply with the Village's landscape ordinances (as contained in the Original Regulations), except as provided in Exhibit G.

Section 3.03 Building Square Footage. The maximum gross square footage of buildings to be constructed on Phase One of the Project shall be limited as follows: (i) a 108,000 square foot store building, a 22,000 square foot garden center, and 7,000 square feet of additional seasonal sales area, and (ii) 10,500 square feet in the aggregate on the pad sites. The maximum gross square footage of buildings to be constructed on Phase Two of the Project shall be limited as follows: (a) 215,000 square feet for non-pad site buildings (provided that no one user in Phase Two may own or occupy a premises of greater than 116,000 gross square feet) plus an additional 7,000 square feet of additional seasonal sales area, and (b) 13,700 square feet in the aggregate for pad sites.

Section 3.04 Screening. Any garden sales and outdoor sales areas located on the Project will be adequately screened with appropriate materials to limit their visibility in accordance with standards for such screening customarily utilized in shopping centers in the greater Austin area as of the date of this Agreement; provided, however, that unscreened outside sales can occur in front of a store under canopies, awnings or other overhangs.

Section 3.05 Signage. All monument signs located on the Land and the building sign on the 108,000 square foot building on Phase One of the of the Project shall be designed and installed substantially in accordance with the signage drawings set forth on Exhibit "D" (the "Signage Drawings"), which requirements shall control in the event of a conflict with Village ordinances, rules or regulations. Home Depot shall have the absolute and unconditional right to erect the following: (i) one (1) single-tenant monument sign on Phase One in the approximate location shown on Exhibit "B", (ii) one (1) multi-tenant monument sign on Phase Two in the approximate location shown on Exhibit "B"; and (iii) one (1) monument sign for each Project pad site in locations to be determined by Home Depot. All other signs on the Project shall comply with the Village's sign ordinance in effect on the Origination Date.

Section 3.06 Impervious Cover. The total Impervious Cover (as hereinafter defined) on the Land shall not exceed 1,744,400 square feet. Storm water detention, filtration, and water quality ponds shall be deemed to be pervious. The term "Impervious Cover", as used herein, shall mean roads, parking areas, buildings, and other impermeable construction covering the natural land surface, except those portions of the Boulevard (herein so called) shown on Exhibit "H" which are to be constructed or funded by the Village shall not be counted as impervious cover.

Section 3.07 Wastewater. Building construction shall not be allowed to proceed past the plumbing rough inspection and no certificate of occupancy shall be granted for any portion of the Project until such time as Home Depot has obtained a Travis County Private Sewerage Facility Construction Permit or a commitment for off-site wastewater treatment in sufficient capacity to meet the needs of such portion of the Project.

Section 3.08 Curb Cuts. The Village hereby approves those curb cuts for the Project shown on the Conceptual Plan. No other curb cuts shall be permitted unless an amendment to the Conceptual Plan is approved by the Board of Aldermen in accordance with subsection 2.05(3).

Section 3.09 Construction Quality and Compatibility. The exterior of any buildings to be constructed on the Land shall include front and side facade treatments of local or indigenous limestone, with the exception of columns, windows, doors, awning, overhangs, parapets, roofs and other similar features. The colors of the buildings shall be earthen tones, reasonably acceptable to the Village. The appearance of the Home Depot store shall be substantially in accordance with the building elevations shown on Exhibit "E" attached hereto. Massing of buildings for the in-line buildings (i.e., not the Outparcels) on Phase Two of the Project shall be varied to provide both horizontal and vertical relief. Horizontal variation shall be provided by use of setbacks along the front facade spaced a maximum of 150 feet apart, prohibition of building blocks in excess of 600 feet in length and providing at least one change in angle from 15 degrees to 90 degrees in building blocks in excess of 400 feet in length. Vertical variation shall be provided by varying roof lines, in particular to emphasize major building entrances.

Section 3.10 Building Height. No building constructed on the Property shall exceed forty-five (45) feet in height.

Section 3.11 Building Setback. A twenty-five foot (25') building set back (corresponding to the landscape buffer as shown on the Conceptual Plan) shall be maintained along the RM 620 right-of-way. Those improvements permitted in the landscape buffer described in Section 3.02 shall also be permitted in the building set back. Notwithstanding the foregoing, if any parking areas are located within seventy-five feet (75') of the RM 620 right-of-way, Home Depot shall use landscaping or berms to reasonably screen such parking areas from the RM 620 right-of-way.

Section 3.12 Water Quality Ponds. Home Depot agrees to install water quality features for those portion of the Property containing the in-line buildings and related site improvements on both Phase One and Phase Two (but not the Outparcels on either Phase) designed to achieve a 95% pollutant level removal using either a retention/irrigation system or another approved method. The Outparcels will be developed in accordance with the water quality regulations contained in the Original Regulations requiring 70% removal. The owner of each parcel shall maintain the water quality features located on its parcel (except for the water quality features which serve the Boulevard, which shall be maintained by the Village).

Section 3.13 Hiking and Jogging Trail. The Village's comprehensive master plan, now in the process of planning and adoption, provides for a hiking and jogging trail through the Project, as shown on Exhibit "F". When the Village is ready to construct the hiking and jogging trail Home Depot will provide a non-exclusive easement to the Village, in the approximate location shown on Exhibit "F" in a form reasonably satisfactory to the Village's attorney. The cost of preparing the easement (including its metes and bounds description), and all design and construction costs and any liability for such construction and use shall be borne by the Village.

Section 3.14 Construction of Boulevard and Boulevard Extension. Home Depot shall dedicate the right-of-way for the shaded portion of the Boulevard as shown on Exhibit "H" to the Village on the Final Plat. Notwithstanding anything to the contrary contained herein, the width of such right-of-way to be dedicated on the Final Plat shall be eighty-six feet (86'). Prior to issuance of a certificate of occupancy for Phase One of the Project, Home Depot shall construct a public entry road within the shaded portion of the Boulevard in compliance with all laws, codes, regulations and other governmental requirements, provided, however, Home Depot shall not be required to install any sidewalks or medians pursuant to the terms of Exhibit "I". The Village shall have the option of constructing the cross-hatched portion of the Boulevard as shown on Exhibit "H" (the "Boulevard Extension"). Home Depot shall dedicate the right-of-way for the Boulevard Extension to the Village on the Final Plat. Notwithstanding anything to the contrary contained herein, the width of such right-of-way to be dedicated on the Final Plat shall be eighty-six feet (86'). It is contemplated that the Boulevard will continue off the Land and eventually connect to Highway 71. The Village shall be solely responsible for constructing and maintaining the Boulevard Extension and any adjacent median. The Village shall construct the Boulevard Extension and appurtenances thereto at its sole cost and expense (and the Project shall not be subject to assessment for such cost) and in full compliance with all laws, codes, regulations and other governmental requirements and so as to be to the same standards as, and compatible with, the shaded portion to be constructed by Home Depot. Construction of the Boulevard Extension shall be performed in a neat, safe and workmanlike manner and the Village shall use commercially reasonable efforts to accomplish the same in the most expeditious manner possible. The Village shall take all reasonable measures to minimize any

disruption or inconvenience caused by such work to Home Depot or other owners and occupants of the Land, their employees and invitees, and shall make adequate provisions for the safety and convenience of all parties and in furtherance of the above, the Village agrees that during construction of the Boulevard Extension the shaded portion of the Boulevard (and any temporary driveways providing access to Phase Two as provided below) will remain open during those hours which the businesses operating within the Project are open for business. The Village shall construct the Boulevard Extension in such a manner so as to minimize any damage or adverse effect to the Project (including dust and noise) and to create the least amount of interference with the use of, access to, or general operations at the Project. The Village shall repair at its own cost and expense any and all damage to the Project caused by its work and shall restore the affected portion of the Project to a condition equal to or better than the condition existing prior to the commencement of such work. In addition, the Village shall indemnify, defend and hold Home Depot harmless from all damages, losses or claims attributable to the performance of the work. Before commencing its work on the Boulevard Extension, the Village shall give thirty (30) days' prior written notice to Home Depot (which notice shall include a copy of the plans and specifications therefor). Notwithstanding anything to the contrary contained herein, in the event that Home Depot desires to develop Phase Two of the Project prior to completion of the Boulevard Extension by the Village, then Home Depot shall have the right to construct temporary driveways across the Boulevard Extension right-of-way in order to provide access from Phase Two to the completed portion of the Boulevard. Upon Home Depot's reasonable request, the Village agrees to grant to Home Depot any temporary ingress and egress easements necessary to effectuate the forgoing sentence.

ARTICLE IV ANNEXATION

Section 4.01 Consent to Annexation. Home Depot consents to the annexation of the Land and the Village agrees to annex the Land within ninety (90) days from the date of this Agreement. Simultaneously with such annexation and pursuant to the authority of the Planning and Zoning Commission and the Board of Aldermen, the Land shall be zoned "Community Commercial - CC", as defined in the current Village Code (or its equivalent successor category, if applicable, which category shall not be materially more restrictive than "Community Commercial - CC"), by modification or amendment to the Village's zoning ordinance and comprehensive plan by this Agreement, with the exception that the following specified land uses shall not be allowed:

- (1) Automotive Sales;
- (2) Convenience Store;
- (3) Cocktail Lounge;
- (4) Exterminating Service;
- (5) Funeral Service;
- (6) Hotel - Motel;
- (7) Monument Retail Sales;
- (8) Off-site Accessory parking;
- (9) Research Services; and
- (10) Service Station.

Notwithstanding the foregoing, it is hereby specifically agreed that the permitted and prohibited uses contained in the proposed "C-Commercial District" attached as Exhibit "K" hereto, meet the foregoing requirements for an "equivalent successor category", and is appropriate zoning for the Property. It is agreed that the submission of the Preliminary Plan and this Agreement to the Village constitutes a petition for annexation in compliance with Texas Local Government Code Section 43.028(c). The Village represents and warrants that it will take such actions in accordance with Texas law as may be required and necessary to adopt such ordinances as may be necessary to annex the Property and to zone and classify the Property so that it can be developed and used in the manner described in this Agreement. If for any reason the annexation or zoning is ruled invalid, in whole or part, the Village shall expeditiously take such actions, including the giving of such notices, the holding of public hearings, and the adoption of such ordinances and resolutions as may be necessary to give effect to the spirit of this Agreement. It is acknowledged and agreed that the approval of this Agreement will result in the zoning of the Property pursuant to the modification and/or amendment of the Village's zoning ordinance and comprehensive plan by the terms of this Agreement.

Section 4.02 Amendment to Zoning Classification. The Village shall not alter or amend such zoning as it applies to the Land during the term of this Agreement, without the written consent of Home Depot or its successors or assigns.

ARTICLE V ECONOMIC DEVELOPMENT GRANT

Section 5.01 Recognition of Excess Development Costs. Home Depot has consented to annexation of the Land as an accommodation to the Village in order to enable the Village to capture sales tax revenues from the Land under current law and subject the Land to additional taxation in the form of Village ad valorem taxes. The Village acknowledges that the development standards set out in Article III of this Agreement will significantly increase the costs of developing the 108,000 square foot building on Phase One of the Project above the costs otherwise required to develop the 108,000 square foot building on Phase One of the Project with Home Depot's prototypical national shell building and signage. The parties hereby agree that the amount of such increased costs is \$452,000.00 (the "Phase One Costs"). In addition, if Home Depot is required (pursuant to Exhibit "G") to take the tree protection measures described in Exhibit "I" attached hereto, Home Depot will incur additional costs in designing and constructing the tree protection measures. The parties hereto agree that the amount of such increased costs is \$146,034.00 (the "Tree Protection Costs"). The sum of the Phase One costs and Tree Protection Costs is \$598,034.00 and is hereinafter referred to as the "Excess Development Costs"; provided, however, if Home Depot is not required to take the tree protection measures, then the "Excess Development Costs" shall only include the Phase One Costs (i.e., \$452,00.00). The Village acknowledges and agrees that the development standards set forth in this Agreement have the public purpose of enhancing the development standards for the Project beyond what could otherwise be legally required and are independent of the public purpose of achieving additional economic development for the Village and its inhabitants and that the other provisions of this Agreement provide a set of sufficient controls to ensure the realization of these public purposes.

Section 5.02 Payment by Village of Economic Development Grant. Beginning on the first day of

the month that is one (1) year after the date of the opening for business of all or any portion of the Project, and continuing on the first day of the same month for each year thereafter, until such time as Home Depot has been fully reimbursed for its Excess Development Costs, the Village shall make an economic development grant (the "Annual Grant") to Home Depot from lawfully available funds available out of tax revenue that the Village has received from Taxable Sales (as hereinafter defined) at the Project during the 12-month period preceding the payment. The Annual Grant made by the Village to Home Depot shall be equal to sixty percent (60%) of the tax revenue received by the Village out of Taxable Sales from the Project for the 12-month period preceding the payment.

For the purposes hereof, "Taxable Sales" shall mean sales which are subject to the local sales and use tax imposed by the Village pursuant to the Texas Tax Code. The Annual Grant to be made hereunder shall be paid solely from lawfully available funds appropriated by the Village for use during each budget year or from some other source. Under no circumstances shall the Village's obligations hereunder be deemed to create any "debt" within the meaning of any constitutional or statutory provision, but rather the Village's obligations are contingent on receipt of tax revenue. Consequently, notwithstanding any other provision of this Agreement, the Village shall have no obligation or liability to pay any portion of any Annual Grant to be made to Home Depot unless the Village appropriates funds to make such payment during the budget year in which the Annual Grant is payable. Notwithstanding the forgoing, in the event the Village fails to appropriate any portion of an Annual Grant (provided that there was sufficient tax revenue received by the Village from Taxable Sales at the Project in the preceding 12-months), then such unappropriated sum shall bear interest from the date due until the date paid at the lesser of eight percent (8%) per annum or the maximum lawful rate. In the event the Village fails to appropriate sufficient funds to fully reimburse Home Depot for its Excess Development Costs within five (5) years after the date the first Annual Grant was due (provided that there has been sufficient tax revenue received by the Village from Taxable Sales at the Project to do so), then Home Depot may deduct any such unreimbursed Excess Development Costs (plus any accrued interest) from subsequent taxes due to the Village until Home Depot has been reimbursed in full.

ARTICLE VI EXCEPTIONS

Section 6.01 Exceptions. Home Depot has applied for, and the Village hereby approves, the exceptions, waivers and credits to the Village's existing development regulations, ordinances and requirements described on the attached Exhibit "G".

ARTICLE VII INTENT AND VESTING OF RIGHTS

Section 7.01 Intent. The Parties intend that this Agreement authorize certain land uses and development on the Land; provide for the uniform review and approval of plats and development plans for the Land; provide exceptions to certain ordinances; and provide other terms and consideration, including the continuation of agreed upon land uses and zoning after annexation of the Land. It is the intent of the Village and Home Depot that these vested development rights

include the character of land uses and the development of the Land in accordance with the standards and criteria set forth in this Agreement and applicable Village ordinances in existence on the date set forth below in Section 7.02 of this Agreement, as modified in accordance with the exceptions set forth in this Agreement.

Section 7.02 Vesting of Rights. The Village acknowledges that the original submission of an application for the approval of the Preliminary Plan occurred on October 26, 1999 (the "Origination Date"), and that, therefore, Home Depot has vested authority to develop the Land under the Village ordinances, rules and regulations in effect for property within the Village's City limits on the Origination Date. Each application for a Village Permit (as hereinafter defined) that may be filed with the Village for the development, construction or operation of the Project shall only be required to comply with, and shall be reviewed, processed and approved, only in accordance with the terms hereof and the Original Regulations (as hereinafter defined), subject to the exceptions set forth below. For purposes of this Agreement, "Village Permit" means a Village license, certificate, approval, registration, consent, permit, or other form of authorization required by a Village ordinance, regulation or rule in order to develop, construct and operate the Project (including, without limitation, the Final Plat and any Site Plan). The term "Original Regulations" means those ordinances, rules, and regulations contained in the Village Code or adopted pursuant thereto relating to the development and construction of a project that were in effect on the Origination Date. The provisions of this Section 7.02 shall not apply to the following types of Village ordinances, rules and regulations:

- (1) Uniform building, fire, electrical, plumbing or mechanical codes of the type typically found in the Village Code;
- (2) Ordinances and regulations for utility connections; and
- (3) Ordinances and regulations to prevent the imminent destruction of property or injury to persons.

However, Home Depot, at its option, shall have the right to have the applicable submission for a permit or approval approved or disapproved in accordance with the requirements of a subsequent Village ordinance, regulation or rule.

Section 7.03 Landowner's Right to Continue Development. In consideration of Home Depot's agreements hereunder, the Village agrees that it will not, during the term of this Agreement, impose or attempt to impose: (a) any moratorium on building or development within the Project or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plats, final plats, site plans, building permits, certificates of occupancy or other necessary approvals, within the Project. The preceding sentence does not apply to temporary moratoriums uniformly imposed throughout the Village due to an emergency constituting imminent threat to the public health or safety, provided that such moratorium will continue only during the duration of the emergency.

ARTICLE VIII

TERM, ASSIGNMENT AND AMENDMENT

Section 8.01 Term. The term of this Agreement will commence on the Effective Date (as defined below) and continue in perpetuity, unless terminated on an earlier date under other provisions of this Agreement or by written agreement of the Village and Home Depot. The Effective Date of this Agreement shall be the date of full execution by the Parties, provided that the obligations of the Parties shall be subject to the acquisition of the Land by Home Depot. In the event that Home Depot fails to acquire the Land within one (1) year after the date of this Agreement, this Agreement shall terminate and be of no further force and effect. In the event that Home Depot acquires the Land, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, notwithstanding the fact that it may actually be the successors or assigns of Home Depot that construct the improvements on the Land contemplated hereunder.

Section 8.02 Amendment by Agreement. This Agreement may be amended as to all or part of the Land at any time by mutual written consent of the Village and all owners of the Land at the time of such amendment.

Section 8.03 Assignment.

(1) This Agreement, and the rights of Home Depot, in whole or in part, may be assigned to any subsequent developer or owner of all or a portion of the Land, upon thirty (30) days prior written notice to the Village. Any assignment shall be in writing, shall specifically set forth the assigned rights and obligations and shall be executed by the proposed assignee. As used herein, the term "Home Depot" shall be deemed to include Home Depot, its affiliates and all other successors and assigns of Home Depot.

(2) If Home Depot assigns its rights and obligations as to a portion of the Land, then the rights and obligations of any assignee and Home Depot will be severable, and Home Depot will not be liable for the nonperformance of the assignee and vice versa. In the case of nonperformance by one developer, the Village may pursue all remedies against that nonperforming developer, but will not impede development activities of any performing developer as a result of that nonperformance.

Section 8.04 Cooperation.

(1) The Village and Home Depot shall cooperate with each other as reasonable and necessary to carry out the intent of this Agreement, including but not limited to the execution of such further documents as may be reasonably required.

(2) The Village agrees to cooperate with Home Depot at Home Depot's expense, in connection with any waivers, permits or approvals Home Depot may need or desire from the City of Austin, Travis County, the Lower Colorado River Authority, the Texas Natural Resource and Conservation Commission, the Texas Department of Transportation, the United States Fish & Wildlife Service, the U.S. Army Corps of Engineers, or any other regulatory authority in order to develop the Project in accordance with the Conceptual Plan.

(3) In the event of any third party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, Home Depot and the Village agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement. Each party agrees to pay its own legal fees in connection with any such third party claim.

ARTICLE IX
MISCELLANEOUS PROVISIONS

Section 9.01 Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the party to be notified and with all charges prepaid; (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement; or (iv) by facsimile with confirming copy sent by one of the other described methods of notice set forth. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of the parties will, until changed as provided below, be as follows:

Village: Village of Bee Cave
13333-A Hwy. 71 West
Bee Cave, Texas 78738
Attn: Village Administrator

With Required Copy to: Mike Willatt
Village Attorney
2001 N. Lamar
Austin, Texas 78705

Home Depot: Home Depot U.S.A., Inc.
2800 Forest Lane
Dallas, Texas 75234
Attention: Legal Department

With Required Copy to: Altman, Kritzer & Levick
6400 Powers Ferry Road, N.W. Suite 225
Atlanta, Georgia 30339
Attention: Debra M. Thompson

and to: Drenner Stuart Wolff Metcalfe von Kreisler, LLP
301 Congress Avenue, Suite 2100
Austin, Texas 78701
Attention: Steven C. Metcalfe

The parties may change their respective addresses to any other address within the United States of America by giving at least five (5) days' written notice to the other party. Home Depot may, by giving at least five (5) days' written notice to the Village, designate additional parties to receive copies of notices under this Agreement.

Section 9.02 Severability; Waiver. If any provision of this agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not be deemed a waiver of such provision or of any other provision, and such party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 9.03 Applicable Law and Venue. The interpretation, performance, enforcement and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Travis County, Texas.

Section 9.04 Entire Agreement. With the exception of the permits and approvals to be issued in connection with this Agreement, this Agreement contains the entire agreement of the Parties and there are no other agreements or promises, oral or written between the Parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the Parties. This Agreement supersedes all other agreements between the Parties concerning the subject matter hereof.

Section 9.05 Exhibits, Headings, Construction and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The section headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the sections. The Parties acknowledge that each of them have been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. If there is any conflict or inconsistency between the provisions of this Agreement and otherwise applicable Village ordinances, the terms of this Agreement will control. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts bear the signatures of all the parties.

Section 9.06 Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

Section 9.07 Authority for Execution. The Village certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with Village ordinances.

Home Depot hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of each entity executing on behalf of Home Depot.

Section 9.08 Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

- Exhibit A - Description of the Land (106.558 acres)
- Exhibit B - Conceptual Plan
- Exhibit C - Bee Cave Fee Schedule for Development Permits
- Exhibit D - Signage Requirements
- Exhibit E - Building Elevations
- Exhibit F - Hiking and Jogging Trail
- Exhibit G - Development Exceptions and Waivers
- Exhibit H - Boulevard
- Exhibit I - Tree Protection Measures
- Exhibit J - Phase One Landscape Plan
- Exhibit K - New Commercial Zoning District

The undersigned parties have executed this Agreement on the dates indicated below.

VILLAGE OF BEE CAVE,
a Texas general law municipality

By: Caroline Murphy
Caroline Murphy, Mayor
Date: 8-25-2000

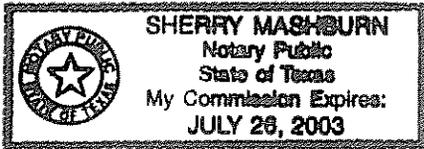
ATTEST:

By: Sherry Mashburn
Sherry Mashburn, City Secretary

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 25th day of August, 2000, by Caroline Murphy, Mayor of the Village of Bee Cave, Texas, a general law municipality, on behalf of the Village.



Sherry Mashburn
Notary Public, State of Texas

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

By: *Kathy Lee* SM
Name: KATHRYN E. LEE
Title: V.P. REAL ESTATE LAW GROUP
Date: _____

STATE OF Georgia §
COUNTY OF Cobb §

This instrument was acknowledged before me the 13th day of September 2000, by KATHRYN E. LEE, V.P.R.E. LAW GROUP of Home Depot, Inc., a Delaware corporation, on behalf of said corporation. Home Depot U.S.A., Inc.

Glenda M. Wiggins
Notary Public, State of Georgia



106.558 ACRES
A. STRAHLE SURVEY NO. 594
HOME DEPOT-BEE CAVES

FN. NO. 99-298(MJJ)
OCTOBER 5, 1999
BPI JOB NO. 948-04.92

DESCRIPTION

OF 106.558 ACRES OF LAND OUT OF THE ANDREW STRAHLE SURVEY NO. 594, ABSTRACT NO. 760, SITUATED IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 107.10 ACRE TRACT OF LAND CONVEYED TO LEE BLOCKER, ET AL. BY DEED OF RECORD IN VOLUME 2683, PAGE 11 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS AND ALSO BEING A PORTION OF THAT CERTAIN 35.5 ACRE TRACT OF LAND CONVEYED TO LEE BLOCKER ET. AL. BY DEED OF RECORD IN VOLUME 2682, PAGE 599 OF SAID DEED RECORDS; SAID 106.558 ACRES ALSO BEING THAT CERTAIN 108.512 ACRE TRACT OF LAND CALLED TRACT TWO IN A PARTITION DEED OF RECORD IN VOLUME 8514, PAGE 437 OF SAID DEED RECORDS, SAVE AND EXCEPT THAT CERTAIN 1.937 ACRE TRACT OF LAND AND THAT CERTAIN 0.012 ACRE TRACT OF LAND CONVEYED TO THE STATE OF TEXAS FOR RIGHT-OF-WAY PURPOSES OF RECORD IN VOLUME 9652, PAGE 556 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; SAID 106.558 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found in the curving westerly line of R.M. 620 (R.O.W. varies), same being the southeasterly corner of a 36.171 acre tract of land conveyed to Kenneth C. Margolis by deed of record in Volume 8730, Page 729 of said Deed Records, the northwesterly corner of said 1.937 acres and the northeasterly corner hereof;

THENCE, leaving the southerly line of said 36.171 acres, along the westerly line of said 1.937 acres, being the westerly line of R.M. 620 and the easterly line hereof, the following four (4) courses and distances:

- 1) Along a curve to the right having a radius of 1225.92 feet, a central angle of $00^{\circ}30'30''$, an arc length of 10.88 feet and a chord which bears $S50^{\circ}04'29''E$, a distance of 10.88 feet to a Texas Department of Transportation brass disc found in concrete for the end of said curve;
- 2) $S51^{\circ}52'06''E$, a distance of 673.99 feet to a Texas Department of Transportation brass disc found in concrete for an angle point;
- 3) $S50^{\circ}09'32''E$, a distance of 764.17 feet to a Texas Department of Transportation brass disc found in concrete for an angle point;
- 4) $S42^{\circ}06'36''E$, a distance of 71.68 feet to a 1/2 inch iron rod found at the northeasterly corner of that certain 2.997 acre tract of land conveyed to John H. Carrel by deed of record in Volume 13181, Page 165 of said Real Property Records for an angle point hereof;

EXHIBIT A

THENCE, leaving the westerly line of R.M. 620, along the northerly, westerly and southerly lines of said 2.997 acres, being in part along the irregular easterly line hereof, the following three (3) courses and distances:

- 1) S60°13'48"W, a distance of 361.63 feet to a 1/2 inch iron rod found at the northwesterly corner of said 2.997 acres and an interior "ell" corner hereof;
- 2) S51°06'28"E, a distance of 429.31 feet to a 1/2 inch iron rod found at the southwest corner of said 2.997 acres and an interior "ell" corner hereof;
- 3) N60°18'28"E, a distance of 287.60 feet to a 1/2 inch iron rod found in the westerly line of R.M. 620, same being the most northerly corner of said 0.012 acres, the southeasterly corner of said 2.997 acres and an angle point hereof;

THENCE, S26°07'11"E, leaving the southerly line of said 2.997 acres, along the westerly line of R.M. 620, same being the westerly line of said 0.012 acres, a distance of 91.13 feet to a 1/2 inch iron rod with cap set for the most northerly corner of a 1.015 acre tract of land conveyed to Jesse R. Blann and Richard W. Pearce by deed of record in Volume 12867, Page 732 of said Real Property Records, being the most southerly corner of said 1.937 acres and an angle point hereof, from which a Texas Department of Transportation brass disc found in concrete bears S40°45'57"E, a distance of 10.94 feet;

THENCE, leaving the westerly line of R.M. 620, along the westerly line of said 1.015 acres, being a portion of the easterly line hereof, the following three (3) courses and distances:

- 1) S06°48'01"W, a distance of 92.17 feet to a 10 inch cedar fence post found for an angle point;
- 2) S01°53'30"E, a distance of 153.48 feet to a 1/2 inch iron rod found for an angle point;
- 3) S08°28'33"E, a distance of 261.09 feet to a 1/2 inch iron rod found at the northwesterly corner of a 0.837 acre tract of land conveyed to T.G. Thurman by deed of record in Volume 686, Page 104 of said Deed Records, same being the southwest corner of said 1.015 acres, the northeasterly corner of a 51.510 acre tract of land conveyed to Baldwin Investment Company by deed of record in Volume 10538, Page 145 of said Real Property Records, for the southeasterly corner hereof;

THENCE, along the northerly line of said 51.510 acres, being a portion of the southerly line hereof, the following two (2) courses and distances:

- 1) N74°17'25"W, a distance of 637.17 feet to a 1/2 inch iron rod found being the most northerly corner of said 51.510 acres and an angle point hereof;
- 2) S15°00'45"W, a distance of 521.07 feet to a 1/2 inch iron rod with cap set being an angle point in the westerly line of said 51.510 acres, being the northeasterly corner of a 56.628 acre tract of land conveyed to Pamela W. and Michael S. Reese by deed of record in Volume 12467, Page 1535 of said Real Property Records and an angle point hereof, from which a 2 inch axle found bears S85°02'44"E, a distance of 7.06 feet;

THENCE, along the northerly line of said 56.628 acres, being a portion of the southerly line hereof, the following three (3) courses and distances:

- 1) S63°58'31"W, a distance of 1116.80 feet to a 1/2 inch iron rod found for an angle point;
- 2) S65°37'30"W, a distance of 58.71 feet to a 1/2 inch iron rod with cap set for an angle point;
- 3) S65°19'20"W, a distance of 273.26 feet to a 1/2 inch iron rod found at the northeasterly corner of a 44.611 acre tract of land conveyed to Tim and Brenda Skaggs by deed of record in Volume 12007, Page 1764 of said Real Property Records, for an angle point hereof;

THENCE, S66°05'47"W, along a portion of the northerly line of said 44.611 acres, being a portion of the southerly line hereof, a distance of 281.99 feet to a 3/4 inch iron pipe found at the southeasterly corner of a 52.77 acre tract of land conveyed to Edward A. Morgan by deed of record in Volume 12361, Page 1004 of said Real Property Records, for the southwesterly corner hereof;

THENCE, leaving the northerly line of said 44.611 acres, along the easterly line of said 52.77 acres, being the westerly line hereof, the following five (5) courses and distances:

- 1) N23°15'07"W, a distance of 620.34 feet to a 1/2 inch iron pipe found for an angle point;
- 2) N24°45'53"W, a distance of 519.88 feet to a 1/2 inch iron rod found for an angle point;
- 3) N25°03'07"W, a distance of 358.83 feet to a 1/2 inch iron pipe found for an angle point;
- 4) N22°36'11"W, a distance of 181.05 feet to a 1/2 inch iron rod found for an angle point;

FN. NO. 99-298 (MJJ)
OCTOBER 5, 1999
PAGE 4 of 4

- 5) N22°45'00"W, a distance of 177.83 feet to a 5/8 inch iron rod found at the southwesterly corner of said 36.171 acres, for the northwesterly corner hereof;

THENCE, leaving the easterly line of said 52.77 acres, along the irregular southerly line of said 36.171 acres, being the irregular northerly line hereof, the following three (3) courses and distances:

- 1) N66°09'45"E, a distance of 1426.45 feet to a 5/8 inch iron rod found for an angle point;
- 2) N23°50'23"W, a distance of 502.05 feet to a 1/2 inch iron rod found for an angle point;
- 3) N66°11'51"E, a distance of 487.96 feet to the **POINT OF BEGINNING**, containing an area of 106.558 acres (4,641,672 sq. ft.) of land, more or less, within these metes and bounds.

I, MARK J. JEZISEK, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION. A LAND TITLE SURVEY WAS PREPARED TO ACCOMPANY THIS DESCRIPTION.

BURY & PITTMAN, INC.
ENGINEERS-SURVEYORS
3345 BEE CAVE ROAD, SUITE 200
AUSTIN, TEXAS 78746

Mark J. Jezisek 10/5/99
MARK J. JEZISEK DATE
R.P.L.S. NO. 5267
STATE OF TEXAS



**Village of Bee Caves Fee List
For
106.6 Ac. Blocker Tract**

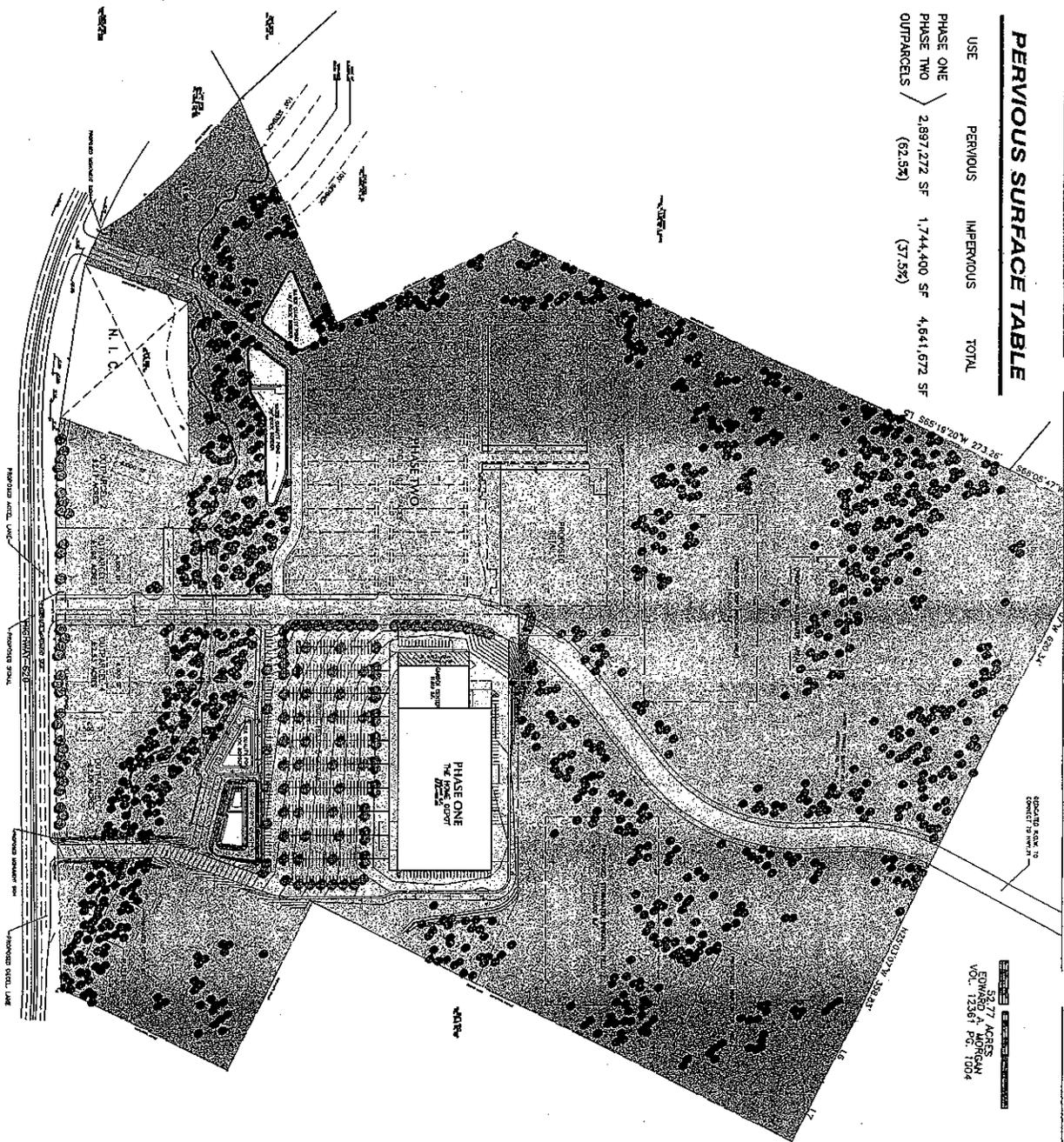
● Zoning Change	\$1,000
● Flat Fee (0.05/sq.ft of driveways and sidewalks - public)	TBD
● Engineering Fees (80/hr for subdivision plats, site plans, septic and construction review)	TBD
● Final Plat (\$500 + \$100/lot)	\$600
● Commercial reinspection and issuance of licensing of private sewage system.	\$500
● Site Development Plan Fee (\$50/ac.)	\$5,330
● Non-Point Source Pollution Fees (Large: > 100 Ac)**	
Preliminary Plat	\$1,500
Final Plat	\$1,000
Construction Permit	\$1,500
Construction Inspection	\$4,000
● Variance Request (to moratorium)	\$250

** \$8,000 NPS fee to be paid before preliminary plat will be processed

Fees are based on a single lot subdivision with no proposed right-of-way

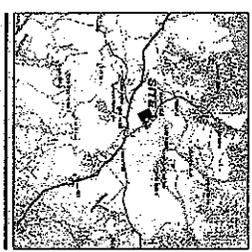
PERVIOUS SURFACE TABLE

USE	PERVIOUS	IMPERVIOUS	TOTAL
PHASE ONE	2,897,272 SF	1,744,400 SF	4,641,672 SF
PHASE TWO	(92.5%)	(37.5%)	
OUTPARCELS			



8277 ACRES
EDWARD A. HOFFMAN
VOL. 12361 PG. 1004

GREENBERG FARROW ARCHITECTURE
ARCHITECTURE ENGINEERING DEVELOPMENT
19515E DOWNSIDE AVENUE, SUITE 200
DALLAS, TEXAS 75245



LOCATION MAP

NOTE:
PHASE II BUILDING AREA NOT TO EXCEED 215,000 SF.

DRAWING REVISION RECORD

NO.	DATE	BY	REVISION
01	07/10/08	MM	ISSUE FOR PERMITS
02	07/10/08	MM	ADD WORK TO BE DONE FOR PERMITS
03	07/10/08	MM	ADD WORK TO BE DONE FOR PERMITS
04	07/10/08	MM	ADD WORK TO BE DONE FOR PERMITS
05	07/10/08	MM	ADD WORK TO BE DONE FOR PERMITS
06	07/10/08	MM	ADD WORK TO BE DONE FOR PERMITS
07	07/10/08	MM	ADD WORK TO BE DONE FOR PERMITS
08	07/10/08	MM	ADD WORK TO BE DONE FOR PERMITS
09	07/10/08	MM	ADD WORK TO BE DONE FOR PERMITS
10	07/10/08	MM	ADD WORK TO BE DONE FOR PERMITS

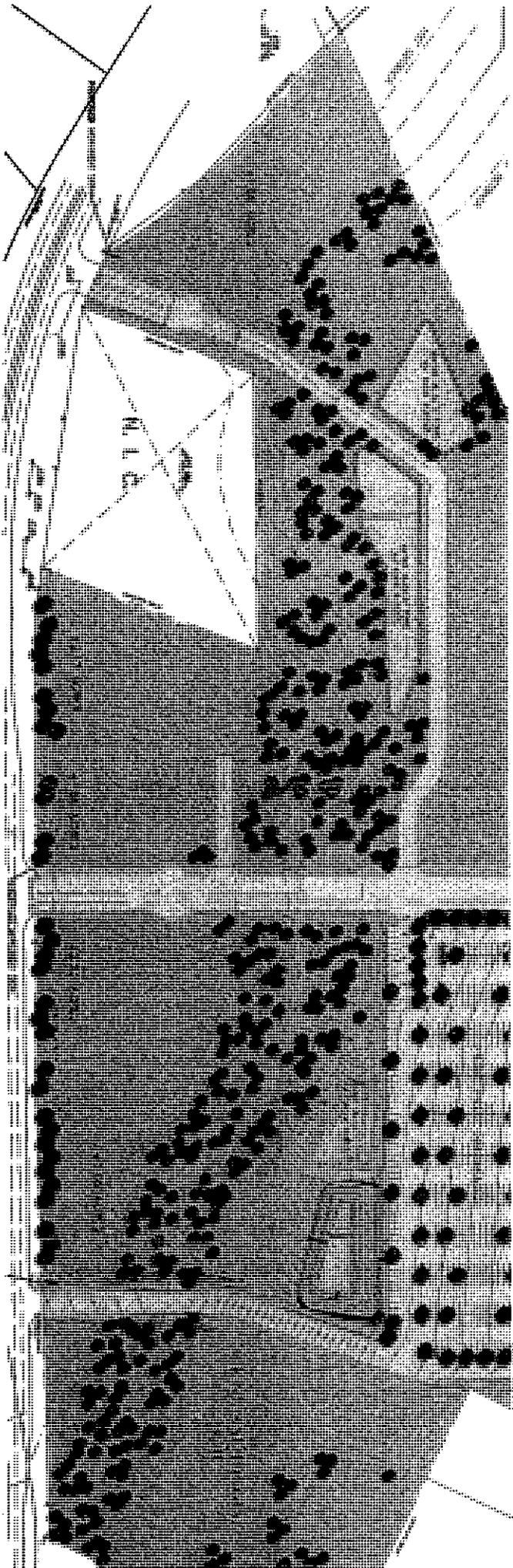
PROJECT INFORMATION

PROJECT NUMBER: 99081402

DATE: 07/10/08

SCALE: 1"=100'

EXHIBIT B



BEE CAVE
TX
41100 FM 1520
& HIGHWAY 11
50001402

GVA PROJECT NUMBER

EXHIBIT F

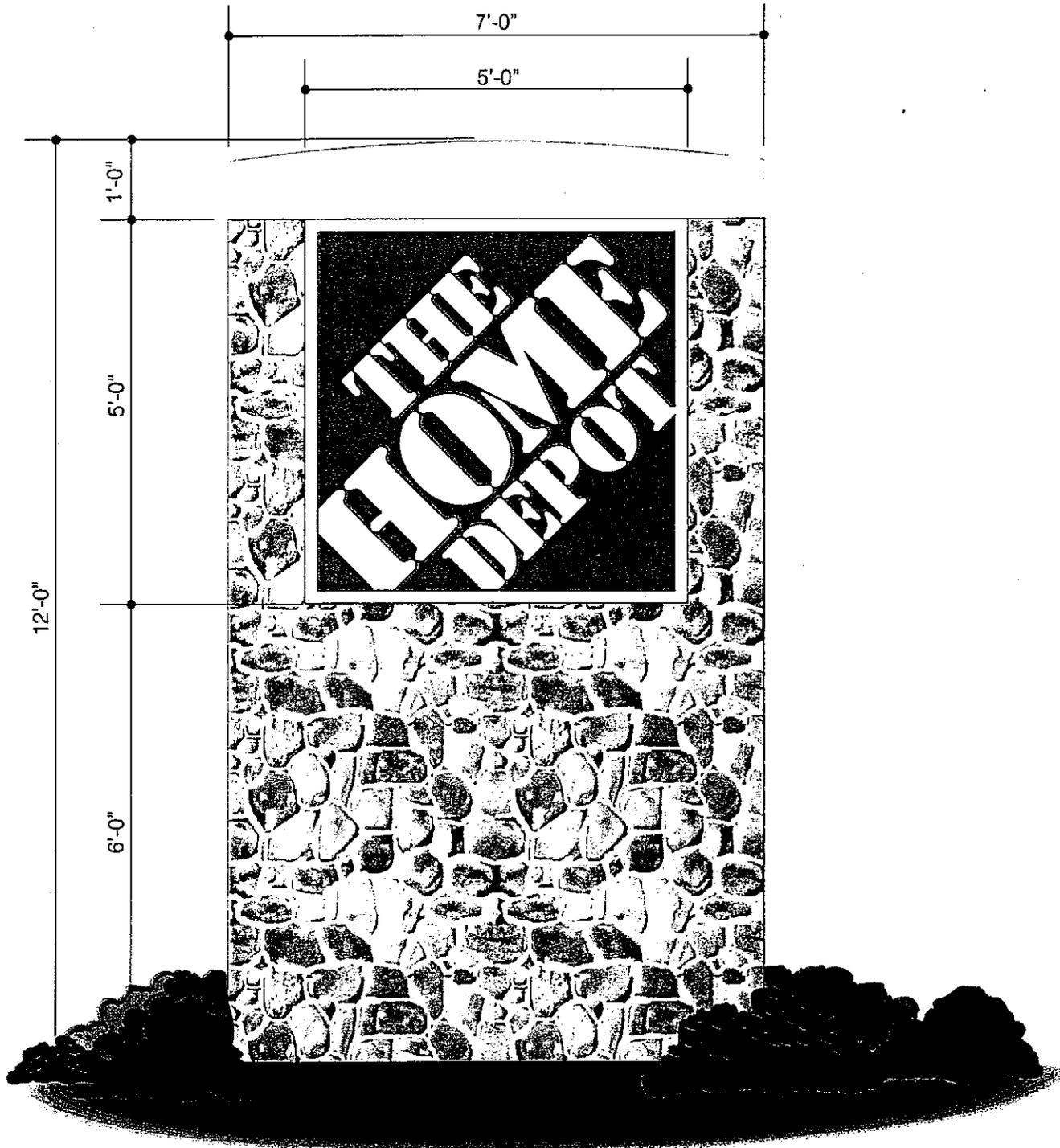


EXHIBIT D

Phase I

1/2" = 1'-0"

COLLINS SIGNS



4255 Napier Field Road
 Dothan, Alabama 36303
 334.983-8000 Telephone
 334.983-1379 Fax



The Home Depot
 Bee Caves, TX

1003.CDR
 Created: 01/25/2000
 Revised: 01/31/2000

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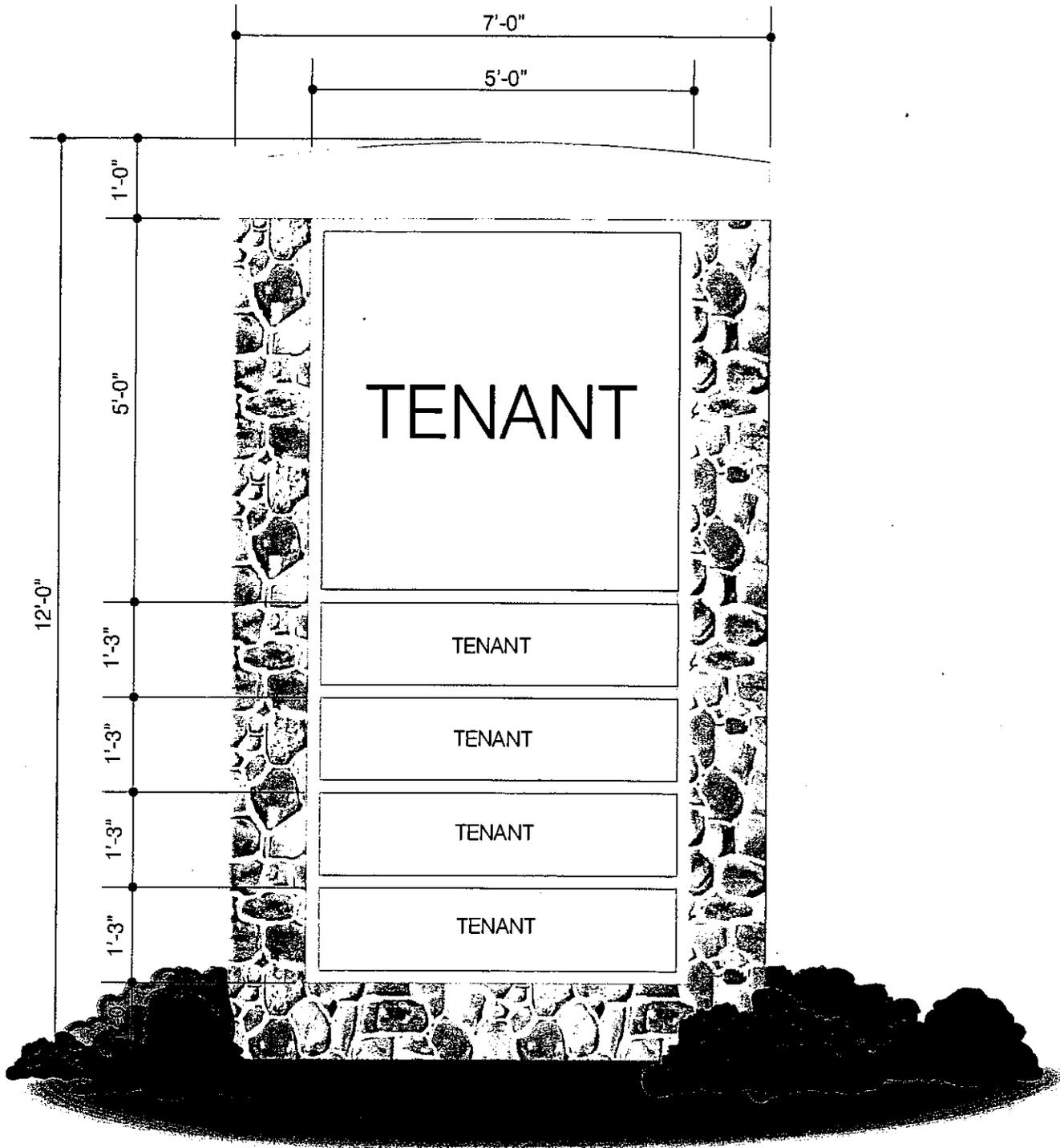


EXHIBIT D

Phase II

1/2" = 1'-0"

COLLINS SIGNS



4255 Napier Field Road
 Dothan, Alabama 36303
 334.983-8000 Telephone
 334.983-1379 Fax



The Home Depot
 Bee Caves, TX

1003a.CDR

Created: 01/25/2000

Revised: 01/31/2000

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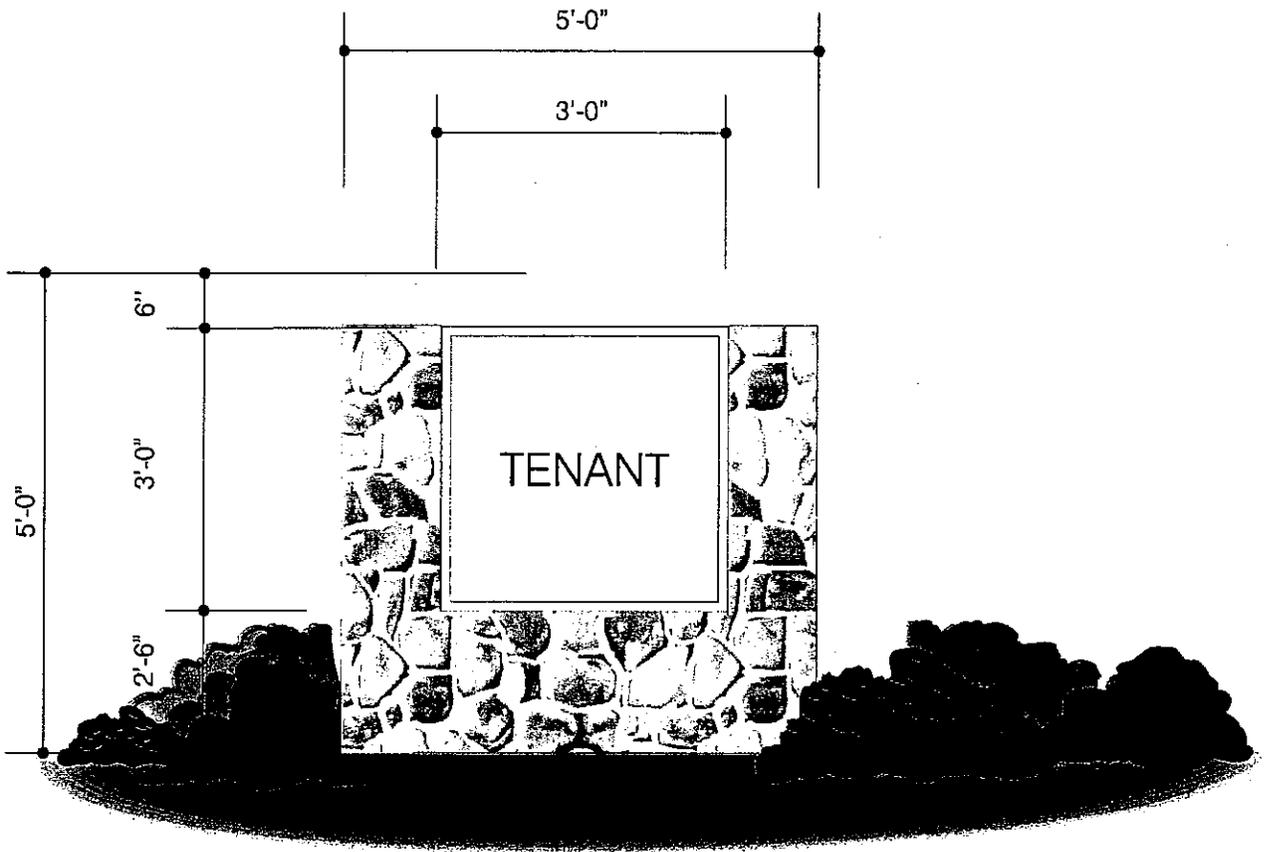


EXHIBIT D

Pad Sites

1/2" = 1'-0"

COLLINS SIGNS



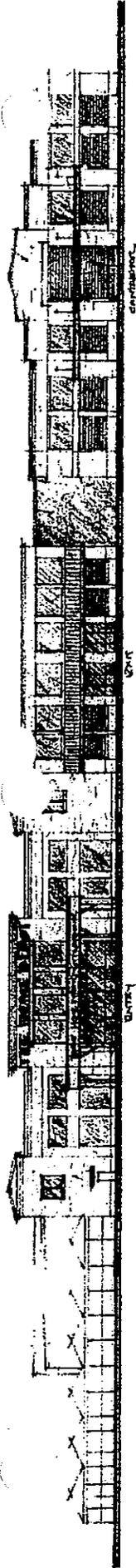
4255 Napier Field Road
 Dothan, Alabama 36303
 334.983-8000 Telephone
 334.983-1379 Fax



The Home Depot
 Bee Caves, TX

1003.CDR
 Created: 01/25/2000
 Revised: 01/31/2000

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Storefront Elevation

58'-0"

THE HOME DEPOT

TEXAS' HOME IMPROVEMENT WAREHOUSE

5'-0" Channel Letters (290 Total Sq. Ft.)

- returns and backs to be black
- black Jewelite trim
- #2119 orange Lexan faces
- internally illuminated

3'-0" Single Face Tagline (174 Total Sq. Ft.)

- cabinet and retainers to be black
- panned and embossed Lexan faces
- background to match #2119 orange, copy white with black outline
- internally illuminated

25'-6"

CONTRACTOR PICK-UP

2'-0" Flat Aluminum Panel with vinyl graphics, single faced (51 Total Sq. Ft.)

14'-8"

NURSERY

2'-0" Inset Fabric Graphics; white (29.33 Total Sq. Ft.)

EXHIBIT D

Client
The Home Depot

Design Number
THD-SOUTHWEST-PROTO-20000

Location
X

Date of Design
00/00/99

Representative
X

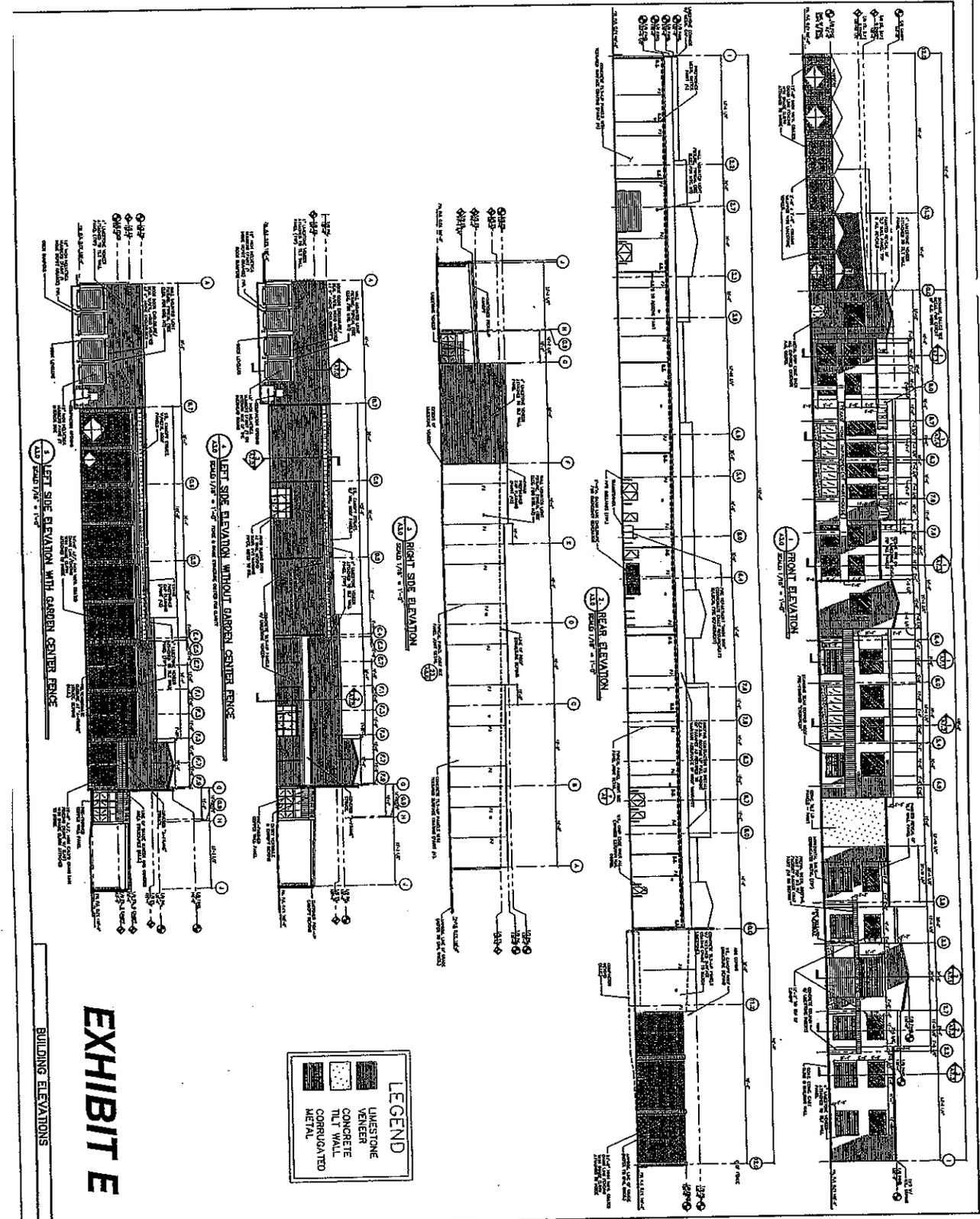
Revision Date(s)
00/00/00

COLLINS SIGNS



4255 Napier Field Road
Dothan, Alabama 36103
334-983-8000 Telephone
334-983-1379 Fax

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LEGEND

[Pattern]	LIMESTONE VENER
[Pattern]	CONCRETE TILT WALL
[Pattern]	CORRUGATED METAL

EXHIBIT E

BUILDING ELEVATIONS

THE HOME DEPOT 1877 WALKER ROAD BEE CAVE, TEXAS STORE # ---	CASCO 1877 WALKER ROAD BEE CAVE, TEXAS PROJECT # ---	DATE	BY
		REVISION	BY

SCALE: 1/8" = 1'-0"

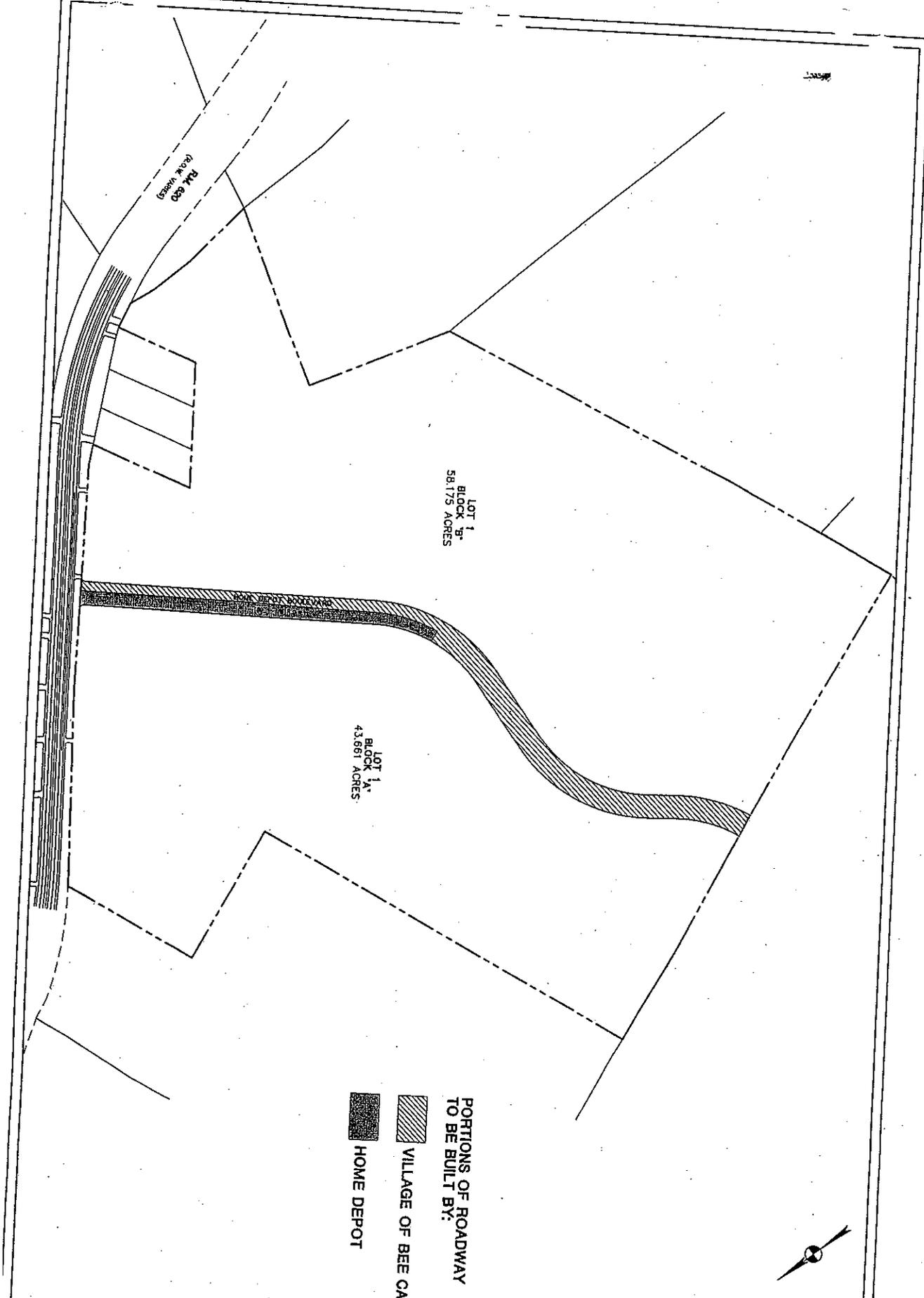
A3.0

EXHIBIT G

1. Section 4B(2) Preservation of Existing Landscape and Section 4B (3) Protected Trees of the Village's Landscape Ordinance (Ordinance No. 99-08-11-A) is hereby waived as to development which occurs within the limits of construction of the Project. Notwithstanding the forgoing, Section 4B (2) and (3) shall apply within the 100 foot set back as shown on the Concept Plan attached as Exhibit "B" to this Development Agreement, except such sections shall not apply within rights-of-way, driveways, water quality ponds, and utility crossings within such set back. Furthermore, in the event that the Village Administrator determines that it is practical to do so based on the report of an arborist, Home Depot shall be required to take the Tree Protection Measures described on Exhibit "I".
2. Section 10A of the Village's Off Street Parking Ordinance (Ordinance No. 97-03-11-A) is hereby waived as to the Project.
3. Section 10B (1) of the Village's Off Street Parking Ordinance (Ordinance No. 97-03-11-A) is hereby waived as to the Project.

EXHIBIT I

There are a number of large specimen trees located adjacent to the right-of-way for the Boulevard. Home Depot has agreed to take certain steps generally described below in order to protect these trees. The tree numbers in question are 1467, 1468, 1469, 2458 and 2459 as shown on the tree survey prepared by Bury + Partners, Inc. on file with the Village. Home Depot will construct permanent vertical retaining walls around those trees located on the north side of the right-of-way for the Boulevard (i.e., that portion of the Boulevard which Home Depot is required to construct). Home Depot will also construct temporary retaining structures around those trees located on the south side of the right-of-way for the Boulevard (i.e., that portion of the Boulevard which the Village is required to construct). The Village will be required to construct any permanent retaining walls on the south side at such time as it constructs the Boulevard Extension. In order to facilitate preservation of the above described trees, the Village hereby agrees that the design criteria for the Boulevard will be modified such that neither sidewalks nor a median will be required in the area necessary for protection of the trees.



LOT 1
BLOCK "B"
58.175 ACRES

LOT 1
BLOCK "A"
43.661 ACRES

PORTIONS OF ROADWAY
TO BE BUILT BY:

-  VILLAGE OF BEE CAVE
-  HOME DEPOT

SCALE: N.T.S. DATE: 07/24/00
 FILE: G:\946\07\07EDM1.DWG
 DRAWN BY: J.C.
 DESIGNED BY: J.C.
 REVIEWED BY: J.M.S.
 PROJECT NO.: 946-07.30

THE HOME DEPOT
 R.M. 620
 GREENBERG FARROW

EXHIBIT "H"

Bury+Partners
 Consulting Engineers and Surveyors
 Austin, Texas Tel 512/222-0011 Fax 512/222-0323
 Bury+Partners, Inc. ©Copyright 2000

1
 OF 1

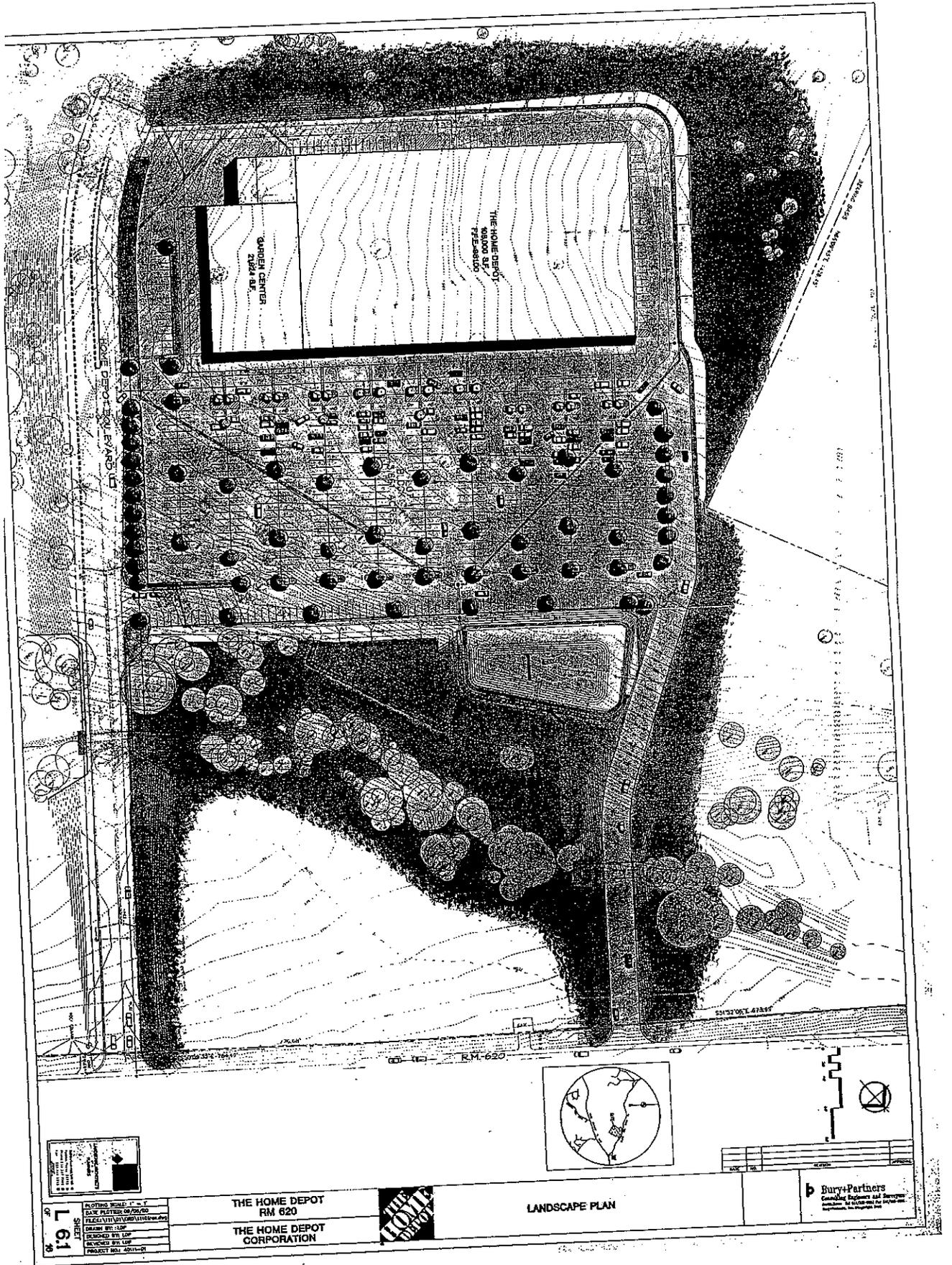


EXHIBIT J

SECTION 24 C -- COMMERCIAL DISTRICT

24.1 GENERAL PURPOSE AND DESCRIPTION:

The C, Commercial, district is intended to provide a location for commercial and service-related establishments, such as wholesale product sales, welding/contractors shops, automotive repair services, upholstery shops, and other similar commercial uses. Uses in this district may utilize open storage areas that are screened from public view (see Section__). Some light manufacturing may also be allowed with certain conditions. The uses envisioned for the district will typically utilize smaller sites and have operation characteristics which are generally not compatible with residential uses and some nonresidential uses. Convenient access to thoroughfares and collector streets is also a primary consideration.

24.2 PERMITTED USES:

- A. 1. Those uses listed for the C - Commercial District in Section 30 as "P" or "C" are authorized uses permitted by right or conditionally permitted uses, respectively. Conditional uses must be approved utilizing procedures set forth in Section 29.

ARTICLE IV

USE REGULATIONS

SECTION 31.2

USE CHARTS

Permitted Uses	Residential Districts						Nonresidential Districts							
	A	SF-RR	SF-20	SF-P11	SFA	MF-1	O	NS	R	TC	C	MU	P	DR
AGRICULTURE														
Bulk Grain and/or Feed Storage	P										P			
Farms, General (Crops)	P	P	C	C	C	C	C	C	C	C	C	C	C	C
Farms, General (Livestock/Ranch)	P	P	C	C	C	C	C	C	C	C	C	C	C	C
Greenhouse (Non-Retail/Hobby)	P	P	P								P	P		
Hay, Grain, and/or Feed Sales	P										P			
Livestock Sales	P													
Orchard/Crop Propagation	P	P	C	C	C	C	C	C	C	C	C	C	C	C
Plant Nursery (Growing for commercial purposes)	P										P			C
Stables (As A Business)	P	C									P			C
Stables (Private, Accessory Use)	P	P	C											C
Stables (Private, Principal Use)	P	C												C
RESIDENTIAL														
Accessory Building/Structure (Residential)	P	P	P	P	P	P								
Accessory Building/Structure (Non-residential)							P	P	P	P	P	P		
Accessory Dwelling	P	P												
Caretaker's/Guard's Residence	P	P	P		C	C	C	C	C	C	C	C		C
Community Home	P	P	P	P	P	P								
Duplex / Two-Family												C		
Family Home Adult Care	P	P	P	P	P	P								
Family Home Child Care	P	P	P	P	P	P								
Four Family (Quadraplex)						C				P		C		
Garage Conversion (See Definitions)				C	C									
Home Occupation	P	P	P	P	P	P				P		P		
Multi-Family (Apartments)						P				C		C		
Private Street Subdivision	C	C	C	C	C	C				C		C		
Rooming/Boarding House						P								
Single Family Detached	P	P	P	P	P	P							C	
HUD code-Manufactured Home														
P - Designates use permitted in District indicated - Designates use prohibited in District indicated C - Designates use may be approved as Conditional Use														

Permitted Uses	Residential Districts						Nonresidential Districts							
	A	SF-RR	SF-20	SF-PH	SFA	MF-1	O	NS	R	TC	C	MU	P	DR
RESIDENTIAL														
Single Family Industrialized Home	P	P	P	P	P	P								
Single Family Townhouse (Attached)					P	P				P		P		
Single Family Zero Lot Line / Patio Homes				P	P					P		P		
Swimming Pool (Private)	P	P	P	P	P	P				P		P		
Three Family (Triplex)						P					C	C		
OFFICE														
Armed Services Recruiting Center							P	P	P	P	P	P		
Check Cashing Service							C	C	C	C	C	C		
Credit Agency							P	P	P	P	P	P		
Insurance Agency Offices							P	P	P	P	P	P		
Offices (Brokerage Services)							P	P	P	P	P	P		
Offices (Health Services)							P	P	P	P	P	P		
Offices (Legal Services)							P	P	P	P	P	P		
Offices (Medical Office)							P	P	P	P	P	P		
Offices (Professional)							P	P	P	P	P	P		
Offices (Parole-Probation)							P	P	P	P	P	P		
Real Estate Offices							P	P	P	P	P	P		
Telemarketing Agency							C	C	C	C	C	C		
Bank							P	C	P	P	P	P		
Savings and Loan							P	C	P	P	P	P		
PERSONAL AND BUSINESS SERVICES														
Appliance Repair								C	P		P	P		
Artist Studio							P	P	P	P	P	P		
Ambulance Service (Private)											C			
Automobile Driving School							C	C	P	C	P	P		
Automatic Teller Machines (ATM's)							P	P	P	P	P	P		
P - Designates use permitted in District indicated - Designates use prohibited in District indicated C - Designates use may be approved as Conditional Use														

Permitted Uses	Residential Districts						Nonresidential Districts							
	^	SF-RR	SF-20	SF-PH	SFA	MF-1	O	NS	R	TC	C	MU	P	DR
PERSONAL AND BUSINESS SERVICES														
Barber Shop (Non-College)							P	P	P	P	P	P		
Beauty Shop (Non-College)							P	P	P	P	P	P		
Bed & Breakfast Inn	C	C	C	C	C	C	P	P	P	P	P	P		
Communication Equipment (Installation and/or Repair – No outdoor sales or storage)											P	P		
Computer Sales							C	P	P	P	P	P		
Credit Unions							P	C	P	P	P	P		
Dance/Drama/Music Schools (Performing Arts)							P	P	P	P	P	P		
Extended Stay Hotels / Motels (Residence hotels)							C		C	C	P	C		
Exterminator Service (No outdoor sales or storage)											C			
Financial Services (Advice/Invest)							P	P	P	P	P	P		
Funeral Home											P	C		
Hotel/Motel									C	P	P	P		
Martial Arts School							P	P	P	P	P	P		
Kiosk (Providing A Service)							C	C	C	C	C	C		
Laundry/Dry Cleaning (Drop Off/Pick Up)							C	P	P	P	P	P		
Locksmith							C	P	P	C	P	P		
Mini-Warehouse/Self Storage											C			
Photo Studio							P	P	P	P	P	P		
Photocopying/Duplicating							P	P	P	P	P	P		
Security Quarters as Associated with a Business (Live-In)							C	C	C	C	C	C		
Sexually Oriented Business											C			
Shoe Repair							P	P	P	P	P	P		
Studio for Radio or Television (without tower)							P	P	P	P	P	P		
Tailor Shop							P	P	P	P	P	P		
Tool Rental (Indoor Storage)											C			
Tool Rental (Outdoor Storage)											C			
Travel Agency							P	P	P	P	P	P		
P - Designates use permitted in District indicated - Designates use prohibited in District indicated C - Designates use may be approved as Conditional Use														

Permitted Uses	Residential Districts						Nonresidential Districts							
	A	SF-RR	SF-20	SF-PH	SFA	MF-1	O	NS	R	TC	C	MU	P	DR
RETAIL														
Alcoholic Beverage Retail Sales								C	P	P				
All Terrain Vehicle (go-carts) Dealer / Sales Only									C		P			
Art Dealer / Gallery							P	P	P	P	P	P		
Auto Dealer (Primarily New/Used)									C		C			
Auto Supply Store for New & Rebuilt Parts									P		P			
Bakery (Retail)							C	P	P	P	P	P		
Bike Sales and/or Repair								P	P	C	P	P		
Book Store							C	P	P	P	P	P		
Building Material Sales									C		P	C		
Cabinet Shop (Manufacturing)											C			
Cafeteria							C	C	P	P	P	P		
Confectionery Store (Retail)							C	C	P	P	P	P		
Consignment Shop							C	C	P	P	P	P		
Convenience Store without gas sales								C	P	P	P	P		
Department Store									P	C	P			
Drapery Shop / Blind Shop									C		P			
Florist							C	P	P	P	P	P		
Food or Grocery Store								C	P	C	P	C		
Furniture Sales (Indoor)								C	P	P	P	P		
Garden Shop (Inside Storage)								C	P	C	P	P		
Gravestone/Tombstone Sales											P			
Handicraft Shop								P	P	P	P	P		
Hardware Store								P	P	P	P	P		
Home Improvement Center									C	C	P			
Lawnmower Sales and/or Repair									C		P			
Major Appliance Sales (Indoor)									P	P	P	P		
Market (Public)										C	P	C		
Motorcycle Dealer (Primarily New / Repair)									C		P			
Personal Watercraft Sales (Primarily New/Repair)									C		P			
Needlework Shop									P	P	P	P	P	
Pet Shop / Supplies										P	P	P	P	
Pharmacy							C	C	P	C	P	P		
Plant Nursery (Retail Sales / outdoors)							C	C	P	C	P	P		

P - Designates use permitted in District indicated
 - Designates use prohibited in District indicated
 C - Designates use may be approved as Conditional Use

Permitted Uses	Residential Districts						Nonresidential Districts							
	A	SF-RR	SF-20	SF-PH	SFA	MF-1	O	NS	R	TC	C	MU	P	DR
RETAIL														
Recycling Kiosk							C	C	C	C	P	C		
Restaurant							C	C	P	P	P	P		
Restaurant (Drive-In)							C	C	C	C	P	P		
Retail Store (Misc.)								C	P	C	P	P		
Security Systems Installation Company								C	C		P	C		
Studio Tattoo or Body Piercing											C			
Temporary Outdoor Retail Sales / Commercial Promotion								C	C	C	C	C		
Upholstery Shop (Non-Auto)											C			
Used merchandise; Furniture, Antique Shop Store								C	C	C	P	C		
Vacuum Cleaner Sales and Repair								C	P	C	P	C		
Veterinarian (Indoor Kennels)								C	P	C	P	P		
Woodworking Shop (Ornamental)									P	C	P			
TRANSPORTATION AND AUTO SERVICES														
Auto Body Repair											C			
Auto Financing & Leasing (Indoor)							C	P	P	C	P	P		
Auto Glass Repair/Tinting											C			
Auto Interior Shop / Upholstery											C			
Auto Muffler Shop											C			
Auto Paint Shop											C			
Auto Repair (General)									C		C			
Auto Repair as an Associated Use to Retail Sales									C		C			
Auto Tire Repair /Sales (Indoor)									C		C			
Auto Wrecker Service											C			
Car Wash (Self Service)									C		P			
Full Service Car Wash (Detail Shop)								C	P	C	P	P		
Limousine / Taxi Service											C			
Public Garage / Parking Structure							C		C	C	P	C		
Quick Lube/Oil Change/Minor Inspection									P	C	P	C		
Tire Sales (Outdoors)											C			
P - Designates use permitted in District indicated - Designates use prohibited in District indicated C - Designates use may be approved as Conditional Use														

Permitted Uses	Residential Districts						Nonresidential Districts							
	A	SF-RR	SF-20	SF-PH	SFA	MF-1	O	NS	R	TC	C	MU	P	DR
AMUSEMENT & RECREATION SERVICE														
Amusement Devices/Arcade (Four or More Devices)									C	C	P	C		
Amusement Services (Indoors)									C	C	P	C		
Amusement Services (Outdoors)										C	C	C		
Billiard / Pool Facility (Three or More Tables)									C		C			
Bingo Facility									C		C			
Bowling Center									C		C			
Broadcast Station (with Tower)	C										C	C		
Country Club (Private)	C	C	C	C	C	C	C	C	C					C
Dance Hall / Dancing Facility									C	C	P	C		
Day Camp	C						C	C	C	C	C	C		C
Dinner Theatre							C	C	P	P	P	P		
Driving Range	C										P	C		C
Earth Satellite Dish (Private, less than 3' in diameter)	P	P	P	P	P	P	P	P	P	P	P	P		P
Exhibition Hall									C	C				
Fair Ground	C													C
Golf Course (Miniature)											C			
Golf Course (Public/Private)	C	C	C	C	C	C	C	C	C	C	C	C		C
Health Club (Physical Fitness)							C	C	P	P	P	P		
Membership Sports							C	C	P	P	P	P		
Motion Picture Theater (Indoors)									C	P	P	P		
Motion Picture Studio, Commercial Film									C	C	P	C		
Museum							C	C	P	P	P	P		
Park and/or Playground	P	P	P	P	P	P	P	P	P	P	P	P		P
Travel Trailers / R.V.'s (Short Term Stays)	C										C			C
Rodeo grounds	C													
Skating Rink											C			
Swimming Pool (Public / Private)	P	P	P	P	P	P	P	P	P	P	P	P		P
Tennis Court (Lighted)	C	C	C	P	P	P	C	C	C	C	C	C		C
Tennis Court (Private / Not Lighted)	P	P	P	P	P	P	P	P	P	P	P	P		P
Theater (Non-Motion Picture)							C	C	C	P	P	P		
Video Rental / Sales									P	P	P	P		
P - Designates use permitted in District indicated - Designates use prohibited in District indicated C - Designates use may be approved as Conditional Use														

Permitted Uses	Residential Districts						Nonresidential Districts							
	A	SF-RR	SF-20	SF-PH	SFA	MF-1	O	NS	R	TC	C	MU	P	DR
INSTITUTIONAL / GOVERNMENTAL														
Antenna (Non-Commercial)	P	P	P	P	P	P	P	P	P	P	P	P		P
Antenna (Commercial)	SEE SECTION 31.4													
Assisted Living Facility						C		C	C	C	P	C		
Broadcast Towers (Commercial)	SEE SECTION 31.4													
Cellular Communications Tower / PCS	SEE SECTION 31.4													
Cemetery and/or Mausoleum	C	C	C	C	C	C	C	C	C	C	C	C	P	C
Child Day Care (Business)							C	C	P	C	P	P		
Church/Place of Worship	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Civic Club							P	P	P	P	P	P	P	
Clinic (Medical)							P	P	P	P	P	P		
Community Center (Municipal)	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Electrical Generating Plant	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Electrical Substation	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Electrical Transmission Line	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Emergency Care Clinic							P	P	P	P	P	P		
Fire Station	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Franchised Private Utility (not listed)	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Fraternal Organization							P	C	P		P	P	C	
Gas Transmission Line (Regulating Station)	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Governmental Building (Municipal, State or Federal)		P	P	P	P	P	P	P	P	P	P	P	P	P
Group Day Care Home						P		C			P	P		
Heliport											C	C	C	C
Helistop										C	C	C	C	C
Hospice									C	C	P	P		
Hospital (Acute care / Chronic Care)							C		C	C	P	P		
Library (Public)	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Mailing Service (Private)							P	P	P	P	P	P	P	P
Maternity Homes						C						C		
Non-Profit Activities by Church	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Nursing/Convalescent Home							P	C	C	P		P	P	
Orphanage							C							
Philanthropic organization								C	C	C	C	P	C	C
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Permitted Uses	Residential Districts						Nonresidential Districts							
	A	SF-RR	SF-20	SF-PH	SFA	MF-1	C	NS	R	TC	C	MU	P	DR
INSTITUTIONAL / GOVERNMENTAL														
Phone Exchange/Switching Station							C		C	C	P	P	P	P
Police Station	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Post Office (Governmental)	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Radio/Television Tower (Commercial)							C	C	C	C	C	C	C	C
Rectory/Parsonage	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Retirement Home/Home for the Aged						P						P		
School, Driving/Defensive Driving								C	P		P	P		
School, K through 12 (Private)	P	P	P	P	P	P	P	P	P	P	P	P	P	P
School, K through 12 (Public)	P	P	P	P	P	P	P	P	P	P	P	P	P	P
School, Vocational (Business/Commercial Trade)									P	C	P	P		
Sewage Pumping Station	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Utility Distribution Line	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Wastewater Treatment Plant (Public)	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Water Supply Facility (Private)	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Water Supply Facility (Elevated Water Storage)	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Water Treatment Plant (Public)	P	P	P	P	P	P	P	P	P	P	P	P	P	P
COMMERCIAL AND WHOLESALE TRADE														
Book Binding												P		
Feed & Grain Store	C								C		P			
Furniture Manufacture											C			
Heating & Air-conditioning Sales / Services									C		P			
Livestock - Wholesale	C										C			
Pawn Shop											P			
Propane Sales (Retail)											P			
Taxidermist	C										P			
Transfer Station (Refuse/Pick-up)											C			
Veterinarian (Outdoor Kennels or Pens)	C													
Warehouse / Office											P			
Welding Shop											C			
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