

County Division Code: AL040  
Inst. # 2024014774 Pages: 1 of 8  
I certify this instrument filed on  
2/21/2024 10:35 AM Doc: LEASE  
Judge of Probate  
Jefferson County, AL. Rec: \$37.00  
DeedTx: \$3,136.50  
Clerk: LSBHAM

**PREPARED BY & RETURN TO:**

Carol E. Sorensen, Esq.  
Hobby Lobby Stores, Inc.  
7707 Southwest 44th Street  
Oklahoma City, Oklahoma 73179  
Attention: Real Estate Department  
(405) 745-1100

Tax Parcel #s: 39-00-24-1-000-001-012, 39-00-24-1-000-001.002 and  
11-6-24-0-001-002.000

**MEMORANDUM OF LEASE**

*Taxable Amount  
\$ 3,136,158.93*

This Memorandum of Lease dated February 15, 2024 (the "**Memo**"), by and between Hendon Urban Riverchase LLC, a Georgia limited liability company, as successor-in-interest to Wal-Mart Stores East, L.P. (the "**Landlord**"), and Hobby Lobby Stores, Inc., an Oklahoma corporation (the "**Tenant**").

1. Lease Agreement. Landlord and Tenant are parties to an agreement titled "Amended And Restated Lease Agreement" dated February 15, 2024 (the "**Lease**"), which is a continuation of Tenant's leasehold interest from the Original Lease (as defined in the Lease), originally December 9, 2002, as amended, wherein Landlord leases to Tenant fifty-nine thousand four hundred seventy (59,470) square feet square feet of improved retail space, as further defined in the Lease (the "**Leased Premises**"), located at 1855 Montgomery Hwy/US 31, City of Hoover, County of Jefferson, State of Alabama, which is legally described on **Exhibit A** of this Memo (the "**Shopping Center**").

2. Primary Lease Term. The primary term of the Lease is ten (10) years beginning on the Commencement Date (as defined in the Lease).

3. Renewal Terms. The Lease provides Tenant the right to extend the term of the Lease for two (2) additional successive periods of five (5) years.

4. Shopping Center Changes. The following shall be prohibited within the Shopping Center (collectively the "**Shopping Center Change Restrictions**"):

- (i) the construction of a new building or demolition of any existing building, except for within Permitted Outlot Area as set forth in Section 5 below;

- (ii) the obstruction or modification, in any material respect, of parking, aisles, walks, drives, entrances, exits, and service areas within the Tenant Protected Area (as defined in the Lease) (excluding within the Permitted Outlot Area); and
- (iii) the grant of entrances, cross easements, or parking rights of the Shopping Center to adjacent property owners or other third parties.

5 Permitted Outlot Development. Landlord shall have the right to develop an outparcel consisting on the “**Permitted Outlot Area**” as depicted on Exhibit B to the Lease, subject to the following restrictions: (a) any building constructed within the Permitted Outlot Area shall not exceed 4,500 square feet in size and twenty-five (25) feet in height from the grade, including architectural elements and parapets; (b) such outparcel shall contain sufficient parking in accordance with the Law to self-serve the proposed outparcel and any drive-through service drive and vehicle stacking area for pick-up service for any such use to be located within the Permitted Outlot Area shall be located entirely within such developed Permitted Outlot Area; and (c) Landlord shall use commercially reasonable efforts to have such outparcel, once developed, separately assessed on its own tax parcel, and the Taxes applicable to such Permitted Outlot Area, once developed as an outparcel, shall not be included in Tenant’s Pro Rata Taxes. Landlord and Tenant further agree that the provisions of this Section shall (i) be covenants running with the land; and (ii) be binding upon the Landlord, its successors and assigns.

6. Prohibited Uses. As set forth in the Lease, except for the Existing Permitted Uses (as defined in the Lease), the following uses are prohibited in the Shopping Center:

- (i) store selling liquor, beer, or wine, excluding Permitted Restaurants (as defined in the Lease) and incidental sales by a full-line grocery store;
- (ii) bowling alley, billiard parlor, arcade, or other place of amusement or recreation;
- (iii) second-hand store whose principal business is selling used or donated merchandise such as Goodwill, but not to prohibit an upscale used goods store such as GameStop, Plato’s Closet or Play-it-Again Sports;
- (iv) pawn shop;
- (v) head shop, electronic cigarette shop, store primarily selling cannabidiol, or store selling marijuana, provided that the foregoing uses shall be permitted within the area of the Shopping Center cross-hatched on Exhibit B to the Lease;
- (vi) payday loan or check cashing provider;
- (vii) child care center;
- (viii) funeral home or mortuary;
- (ix) school;
- (x) church, or other place of worship;
- (xi) flea market;
- (xii) tattoo parlor or body piercing establishment;
- (xiii) theater;
- (xiv) adult video store and adult book store;
- (xv) adult entertainment club;
- (xvi) night club;
- (xvii) health club, gym, or exercise studio, except that a health club, gym, or exercise studio shall be permitted provided that the premises used for such a business is located at least two hundred fifty feet (250’) from the nearest exterior wall of the Leased Premises;
- (xviii) spa, or massage parlor, except that a licensed therapeutic day spa or massage parlor, such as Massage Envy, shall be permitted;
- (xix) place of betting, gambling, bingo, or other gaming;

- (xx) self-service laundry facility;
- (xxi) on-site dry cleaner, provided that the operation of a pick-up/drop-off dry cleaner and/or environmentally safe dry-cleaning business shall be permitted;
- (xxii) hotel, motel, or other place of residence;
- (xxiii) car wash, auto body shop, auto repair shop, auto tire shop, auto rental business, or junk yard;
- (xxiv) animal facility, except that veterinary clinics and national or regional pet stores, such as Petco or PetSmart, are permitted;
- (xxv) manufacturing operation;
- (xxvi) a blood plasma donation center, with the exception of the existing tenant, DaVita, operating in its current location as of the Effective Date;
- (xxvii) a government owned or operated healthcare clinic;
- (xxviii) abortion clinic, including Planned Parenthood;
- (xxix) self-storage facility;
- (xxx) any use that emanates obnoxious odors, noise, vibrations or sound which can be smelled, heard or felt in the Leased Premises; or
- (xxxi) anything constituting a public or private nuisance.

7. Hobby Lobby Exclusive Use. Subject only to the Existing Permitted Uses, no portion of the Shopping Center, except the Leased Premises, shall be used for the sale of art supplies, craft supplies, fabrics, photo frames, frames, framed art, wall art, and wall decor (the “**Tenant’s Exclusive**”). Notwithstanding the preceding sentence, the incidental sale by other tenants of the Shopping Center of items included within the Tenant’s Exclusive shall be permitted, so long as such incidental sales do not exceed the lesser of: (a) five percent (5%) of any such tenant’s gross sales area (measured from the center of the aisles); or (b) five hundred (500) square feet of such tenant’s gross sales area (measured from the center of the aisles). Further, the operation of the following retailers, as such are operated as of the Effective Date of this Lease, shall be allowed in the Shopping Center: (i) Dollar Tree; (ii) Family Dollar; (iii) Five Below; or (iv) similar national dollar store tenant.

8. Further Information. Persons requiring additional information concerning the Lease may contact Landlord or Tenant at the following addresses:

Landlord: Hendon Urban Riverchase LLC  
c/o Hendon Properties  
3445 Peachtree Road, N.E., Suite 465  
Atlanta, GA 30326  
Attention: J. Charles Hendon, Jr.

Tenant: Hobby Lobby Stores, Inc.  
7707 SW 44th Street  
Oklahoma City, Oklahoma 73179  
Attention: Real Estate Department

9. Termination, Release, and Conflicts. This Memo shall automatically terminate without any further action upon the expiration or earlier termination of the Lease. Tenant acknowledges that Landlord shall have the right and authority to execute and record a release of this Memo upon the expiration or termination of the Lease. In the event of any conflict between the terms and conditions of this Memo and the terms and conditions of the Lease, the terms and conditions of the Lease shall supersede and control.



The parties accept this Memo by their respective signatures below.

**Landlord:**

Hendon Urban Riverchase LLC

By:

[Signature]  
Signature

J. Charles Hendon Jr. Mgr  
Print Name & Title

2/14/24  
Date

Witness:

[Signature]  
Signature

Kathleen Campbell  
Print Name

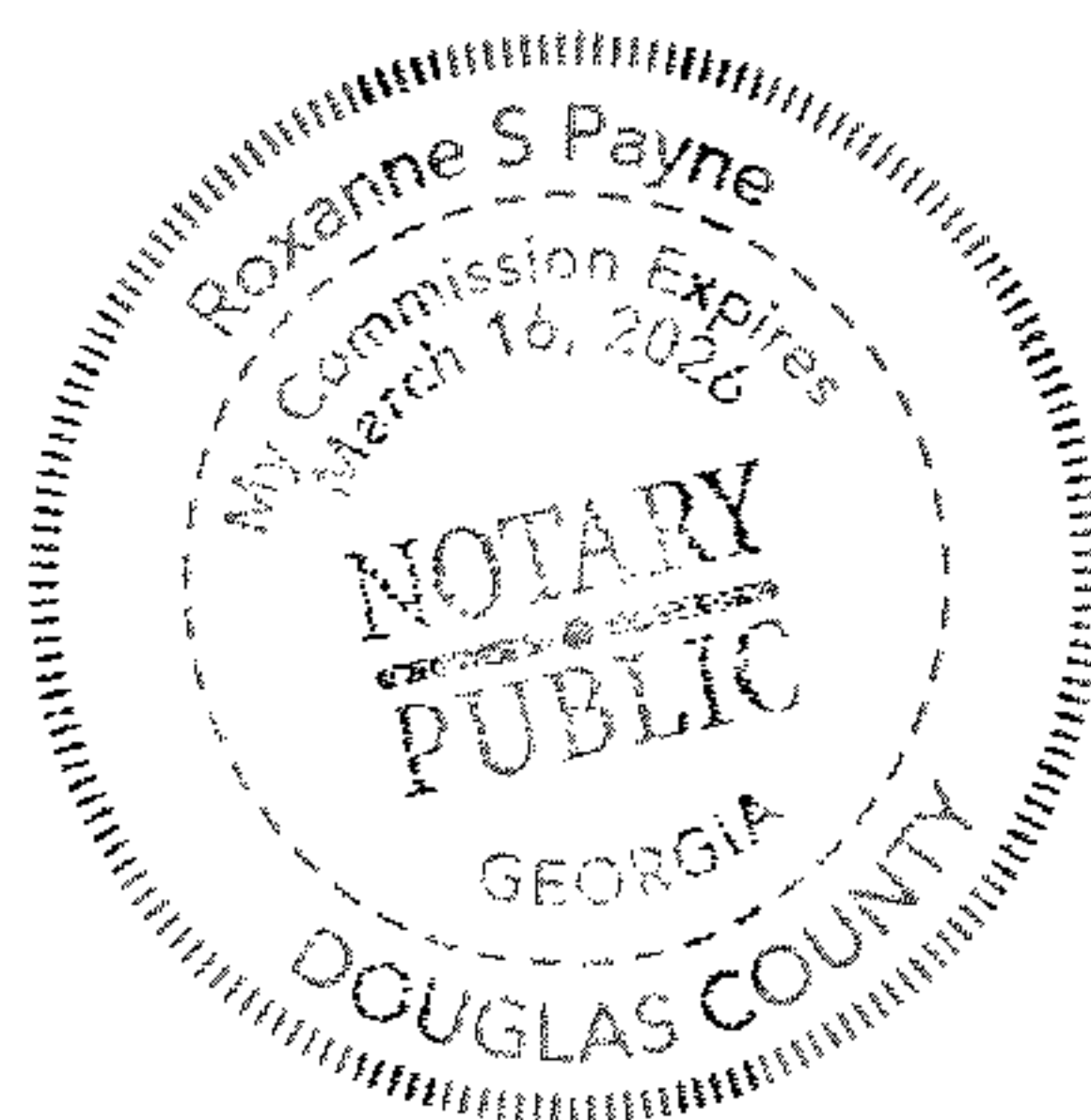
**Landlord Acknowledgement**

Fulton County )  
State of Georgia ) SS.

This Memo was acknowledged before me on February 14th, 2024, by J. Charles Hendon Jr in his/her capacity as Manager of Hendon Urban Riverchase LLC


Roxanne S Payne  
Notary Public


(seal)



**Tenant:**

Hobby Lobby Stores, Inc.

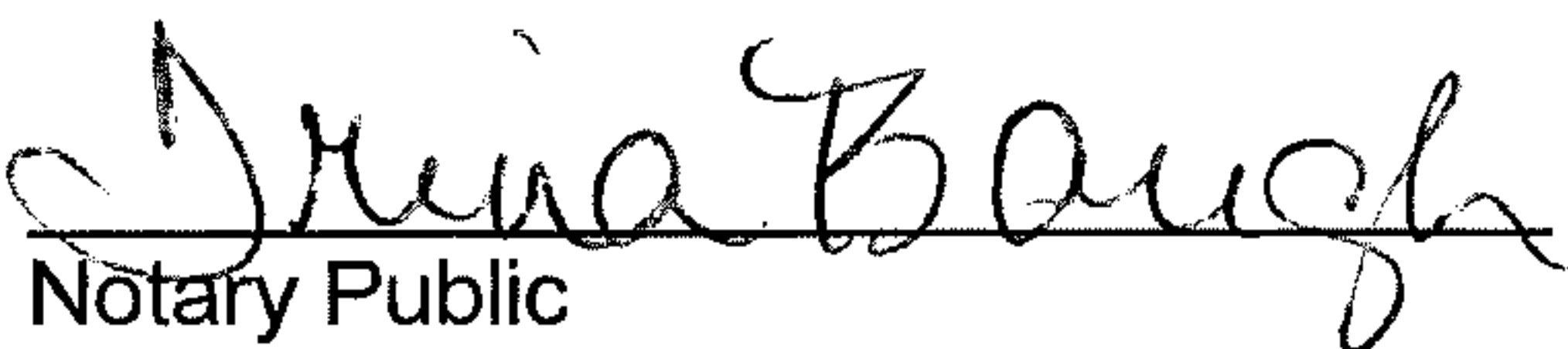
By:   
Signature  
Randy Childers, Sr. Vice President  
Print Name & Title  
02/14/2024  
Date

Witness:  
  
Signature  
Sheryl McCullough  
Print Name

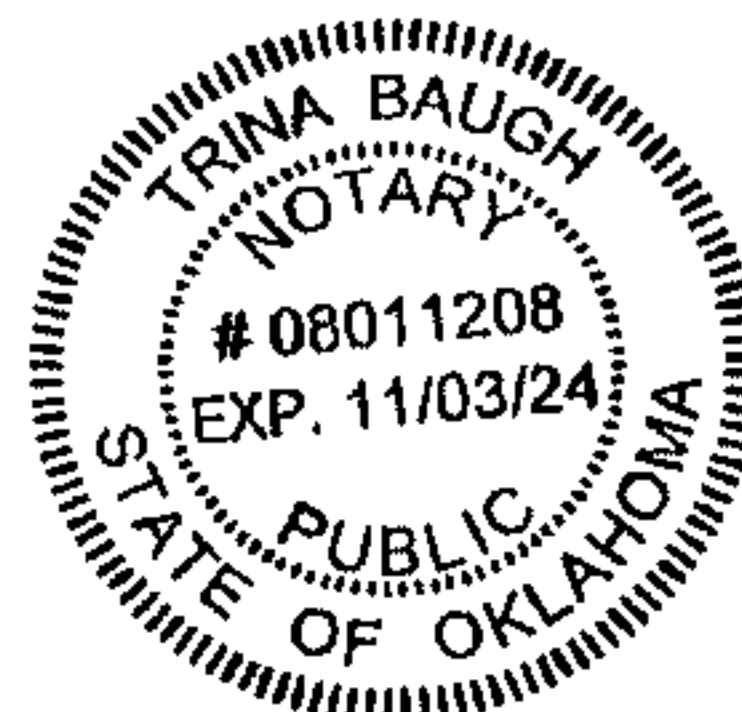
**Tenant Acknowledgement**

Oklahoma County )  
State of Oklahoma ) SS.

This Memo was acknowledged before me on this 14th day of February, 2024, by Randy Childers in his capacity as Sr. Vice President of Hobby Lobby Stores, Inc.

  
Notary Public

(seal)



**EXHIBIT A**  
**Shopping Center Legal Description**

The Plaza at Riverchase as recorded in Map Book 13, Page 70 in the Office of the Judge of Probate of Shelby County, Alabama, being more particularly described as follows:

A parcel of land situated in the Northeast Quarter of Section 24, Township 19 South, Range 3 West, and the West Half of Section 19, Township 19 South, Range 2 West, Jefferson County, Alabama, and in the Southeast Quarter of Section 24, Township 19 South, Range 3 West, in Shelby County, Alabama, and being more particularly described as follows:

Commence at the Northeast corner of Section 24, Township 19 South, Range 3 West, thence North 88°58'25" West along the North line of said Section 24, 618.94 feet to a point; thence South 20°02'58" East, 1059.79 feet to a point 25 feet southerly of the centerline of Data Center Drive, said point also being the POINT OF BEGINNING; thence continue along the previously described course, 433.66 feet to the approximate centerline of the Cahaba River; thence along said centerline of the Cahaba River, the following courses: South 33°20'32" West, 37.15 feet; thence South 16°23'24" West, 43.61 feet; South 15°04'56" East, 541.33 feet; South 23°08'00" East, 222.85 feet; South 01°07'08" East, 216.30 feet; South 39°34'01" West, 236.88 feet; and South 45°24'27" West, 416.19 feet to a point on the Easterly right-of-way margin of US. Highway 31, said point being 150 feet easterly of the centerline of said US. Highway 31; thence North 26°23'50" West along said Easterly right-of-way margin, 201.95 feet to a point; thence leaving said right-of-way margin, proceed North 62°07'44" East, 239.50 feet to a point; thence North 26°23'50" West and parallel to said right-of-way margin, 147.00 feet to a point; thence North 72°08'03" West, 73.98 feet to a point; thence South 62°07'44" West, 186.50 feet to a point on the Easterly right-of-way margin of U. S. Highway 31, said point being 150.00 feet easterly of the centerline of said U. S. Highway 31; thence North 26°23'50" West along said Easterly right-of-way margin, 582.72 feet to a point; thence South 63°36'10" West along said Easterly right-of-way margin, 50.00 feet to a point, said point being 100.00 feet easterly of the centerline of said US. Highway 31; thence North 26°23'50" West along said easterly right-of-margin 416.79 feet to a point; thence leaving said Easterly right-of-way margin, proceed North 63°52'22" East, 271.98 feet to a point; thence North 25°27'37" West, 20.00 feet to the beginning of a curve to the left, said curve having a central angle of 10°07'14", a radius of 310.00 feet, an arc of 54.76 feet and a chord which bears North 30°31'13" West for 54.69 feet; thence proceed northwesterly along the arc of said curve, 54.76 feet to the end of said curve; thence North 35°34'51" West, 121.67 feet to the beginning of a curve to the left, said curve having a central angle of 82°11'28", a radius of 25.00 feet, an arc distance of 35.86 feet and a chord which bears North 77°29'33" West for 32.87 feet; thence proceed northwesterly along the arc of said curve, 35.86 feet to a point; thence North 28°35'17" West, 5.00 feet to a point on the Southerly right-of-way margin of Data Center Drive, said point being 25.00 feet southerly of the centerline of said Data Center Drive, said point also being on a curve to the left, said curve having a central angle of 11°56'21", a radius of 429.69 feet, an arc of 89.54 feet, and a chord which bears North 55°26'33" East for 89.38 feet; thence proceed northeasterly along said Southerly right of-way margin and along the arc of said curve, 89.54 feet to the end of said curve; thence North 49°28'23" East along said Southerly right-of-way margin, 290.58 feet to the beginning of a curve to the right, said curve having a central angle of 28°47'56", a radius of 382.42 feet, an arc of 192.22 feet and a chord which bears North 63°52'19" East for 190.20



feet; thence proceed northeasterly along said Southerly right-of-way margin and along the arc of said curve, 192.22 feet to the end of said curve; thence North  $78^{\circ}16'17''$  East, along said Southerly right-of-way margin, 125.18 feet to the beginning of a curve to the left, said curve having a central angle of  $8^{\circ}19'15''$ , a radius of 546.00 feet, an arc of 79.29 feet and a chord which bears North  $74^{\circ}06'40''$  East for 79.22 feet; thence proceed northeasterly along said Southerly right-of-way margin and along the arc of said curve, 79.29 feet to the POINT OF BEGINNING.

The above described property being the same as that shown by survey prepared by Robert W. Easley, IV, PLS 38795, dated 2/1/2024, and designated File Name Southlake lot 3 Alta sheet.dgn, being more particularly described as follows:

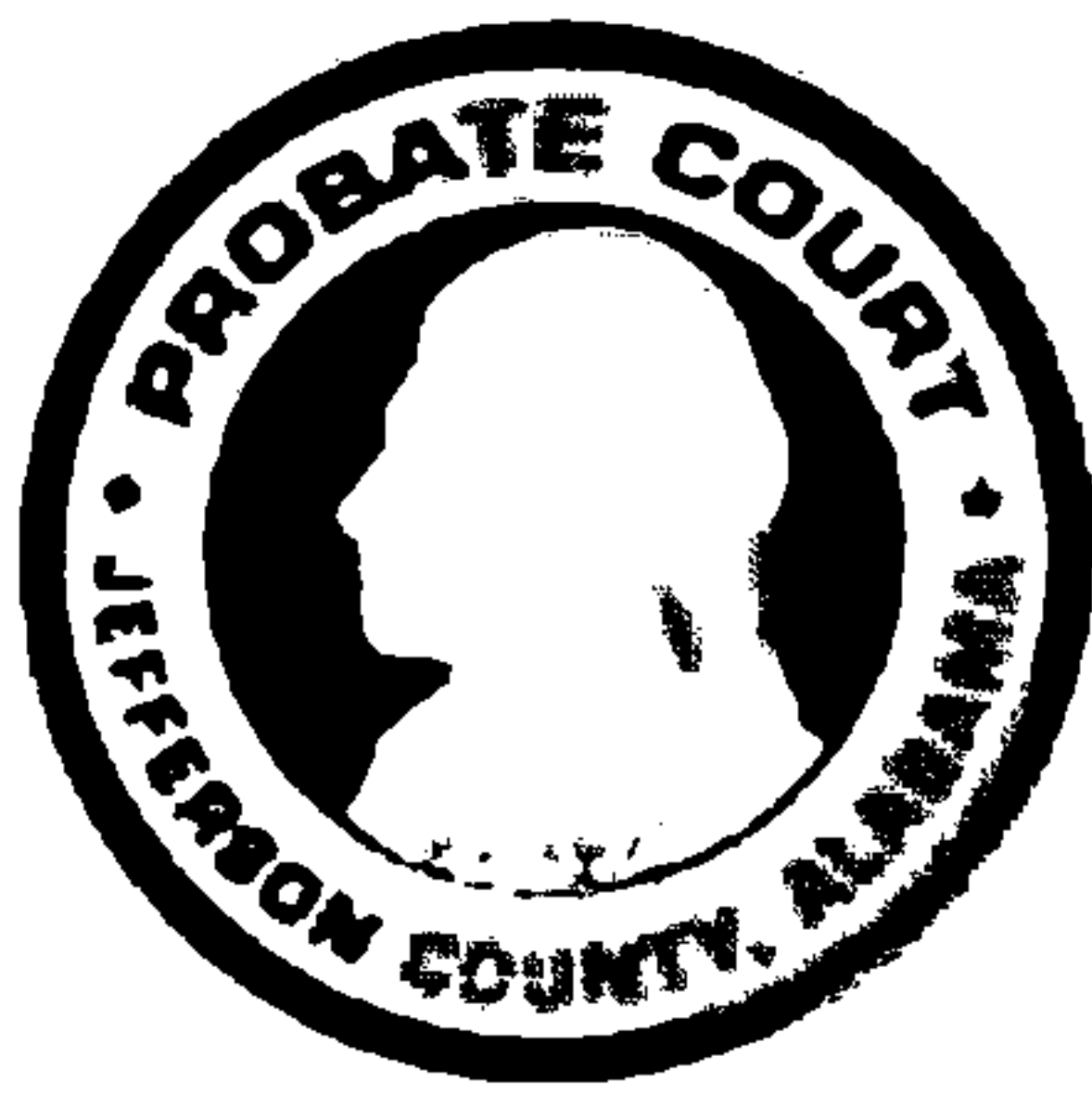
The Plaza At Riverchase as recorded in Map Book 13, Page 70 in the Office of the Judge of Probate of Shelby County, Alabama being more particularly described as follows:

A parcel of land situated in the East 1/2 of the Northeast 1/4 of Section 24, Township 19 South, Range 3 West, and the Southwest 1/4 of the Northwest 1/4 of Section 19, Township 19 South, Range 2 West, Jefferson County, Alabama, and in the Northeast 1/4 of the Southeast 1/4 of Section 24, Township 19 South, Range 3 West, in Shelby County, Alabama, and being more particularly described as follows:

BEGIN at an ALA-ENG capped iron at the Northernmost corner of The Plaza At Riverchase as recorded in Map Book 13, Page 70 in the Office of the Judge of Probate of Shelby County and run  $S20^{\circ}2'58''E$  for a distance of 308.29 feet to an ALA-ENG capped iron; thence continue along the last described course for a distance of 125 feet, more or less, to the centerline of the Cahaba River; thence run in a Southwesterly, then Southerly, then Southeasterly, then Southerly, then Southwesterly direction, for a distance of 1711 feet, more or less, along said centerline, to a point on the to a point on the Easterly right-of-way margin of US. Highway 31, said point being 150 feet Easterly of the centerline of said US. Highway 31; thence North  $26^{\circ}25'47''$  West along said Easterly right-of-way margin, for a distance of 76 feet, more or less, to an ALA-ENG capped iron; thence continue along the last described course, and along said Easterly right-of-way margin, for a distance of 130.46 feet to an ALA-ENG capped iron at the Southernmost corner of the Jefferson County Sewer Lift Station parcel as shown on said plat of The Plaza at Riverchase; thence leaving said right-of-way margin, run North  $63^{\circ}40'47''$  East for a distance of 243.52 feet to a capped iron; thence run North  $27^{\circ}42'21''$  West for a distance of 147.40 feet to a DA capped iron; thence run North  $73^{\circ}08'26''$  West for a distance of 73.02 feet to an uncapped 1/2 inch rebar; thence run South  $64^{\circ}29'52''$  West for a distance of 187.11 feet to a GSA capped iron on the Easterly right-of-way margin of U. S. Highway 31, said GSA capped iron being 150.00 feet Easterly of the centerline of said U. S. Highway 31; thence run North  $26^{\circ}25'47''$  West, along said Easterly right-of-way margin, for a distance of 582.67 feet to GSA capped iron; thence run South  $63^{\circ}34'13''$  West along said Easterly right-of-way margin, for a distance of 50.00 feet to a GSA capped iron, said GSA capped iron being 100.00 feet Easterly of the centerline of said US. Highway 31; thence run North  $26^{\circ}25'18''$  West, along said easterly right-of-margin, for a distance of 416.77 feet to a Weygand capped iron at the Southernmost corner of the AmSouth Bank Property as shown on said plat of The Plaza at Riverchase; thence leaving said Easterly right-of-way margin, run North  $63^{\circ}57'52''$  East for a distance of 272.10 feet to a 1/2 inch rebar; thence run North  $25^{\circ}14'49''$  West for a distance of 20.00 feet to a nail in the asphalt at the beginning of a curve to the left, said curve having a central angle of  $10^{\circ}09'42''$ , a radius of 310.00 feet and a chord which bears North  $30^{\circ}19'40''$  West for a distance of 54.91 feet; thence run Northwesterly along the arc of said curve for

a distance of 54.98 feet to a Weygand capped iron; thence run North  $35^{\circ}30'01''$  West for a distance of 121.83 feet to the beginning of a curve to the left, said curve having a central angle of  $80^{\circ}28'22''$ , a radius of 25.00 feet, and a chord which bears North  $78^{\circ}42'00''$  West for a distance of 32.30 feet; thence proceed Northwesterly along the arc of said curve for a distance of 35.11 feet to a GSA capped iron; thence run North  $28^{\circ}45'34''$  West for a distance of 5.00 feet to an ALA-ENG capped iron on the Southerly right-of-way margin of Data Center Drive (also called Data Drive), said point being 25.00 feet Southerly of the centerline of said Data Center Drive, said point also being on a curve to the left, said curve having a central angle of  $11^{\circ}57'48''$ , a radius of 429.69 feet and a chord which bears North  $55^{\circ}15'32''$  East for a distance of 89.56 feet; thence run Northeasterly along said Southerly right-of-way margin and along the arc of said curve for a distance of 89.72 feet to a nail in the asphalt ; thence North  $49^{\circ}18'57''$  East along said Southerly right-of-way margin for a distance of 290.55 feet to a GSA capped iron at the beginning of a curve to the right, said curve having a central angle of  $28^{\circ}47'50''$ , a radius of 382.42 feet, and a chord which bears North  $63^{\circ}42'10''$  East for a distance of 190.19 feet; thence run Northeasterly along said Southerly right of-way margin and along the arc of said curve for a distance of 192.21 feet to a GSA capped iron; thence North  $78^{\circ}04'34''$  East, along said Southerly right-of-way margin, for a distance of 125.15 feet to a nail in the asphalt at the beginning of a curve to the left, said curve having a central angle of  $8^{\circ}20'22''$ , a radius of 546.00 feet, and a chord which bears North  $74^{\circ}59'08''$  East for a distance of 79.40 feet; thence run Northeasterly along said Southerly right-of-way margin and along the arc of said curve for a distance of 79.47 feet to the POINT OF BEGINNING.





JEFFERSON COUNTY PROBATE COURT  
BIRMINGHAM DIVISION


JAMES P. NAFTEL II, PROBATE JUDGE  
716 RICHARD ARRINGTON BLVD NORTH  
BIRMINGHAM, AL 35203  
(205) 325-5411

To: The Judge of Probate  
of

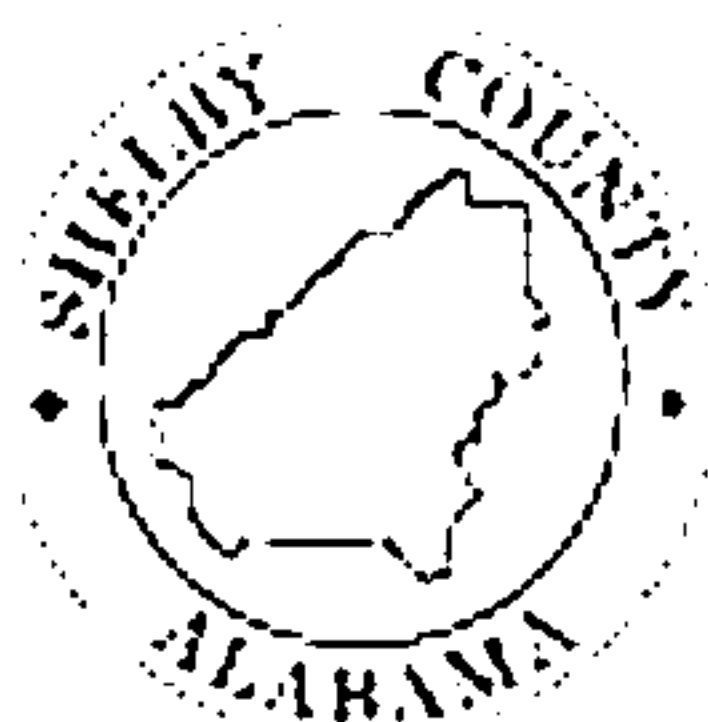
SHELBY County

I, James P. Naftel II, Judge of Probate of Jefferson County, Alabama, do hereby certify that on the 21st day of February, 2024 this office collected a total tax of \$ 3,136.50 on a deed / mortgage lease from Hendon Urban Riverchase LLC to Hobby Lobby Stores Inc. and recorded as Instrument No. 2024014774.

If you have questions or need additional information, please do not hesitate to contact my office.

  
\_\_\_\_\_  
James P. Naftel, II  
Judge of Probate

NOTE: Portion of Property located in Jefferson County is 25.4 acres or 97%  
Portion of Property located in Shelby County is 0.8 acres or 3%



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
02/29/2024 09:00:28 AM  
\$47.00 BRITTANI  
20240229000052830

*Alvin S. Bayl*