

Requested By,  
Prepared By,  
After Recording, Return to:  
Dana H. Hay, Esq.  
Dollar Tree (No. 1881, Calera, AL)  
Attention: Lease Admin – Erika Stolte  
500 Volvo Parkway  
Chesapeake, VA 23320

Deed Book: 347, Page: 221  
Parcel No. 28 2 04 0 001 010.005  
Written Renewal

**FILE 2ND**

---

(The Above Space for Recorder's Use Only)

**AMENDED AND RESTATED  
MEMORANDUM OF LEASE**

THIS AMENDED AND RESTATED MEMORANDUM OF LEASE ("Memorandum"), made as of August 23<sup>rd</sup>, 2024, by and between **LANDWORKZ, INC.**, an Alabama corporation, having an office at 99 Lake Circle, Wilsonville, Alabama 35186 ("Landlord"), and **DOLLAR TREE STORES, INC.**, a Virginia corporation, having an office at Attention: Lease Administration Department, 500 Volvo Parkway, Chesapeake, Virginia 23320 ("Tenant").

Preliminary Statement

Landlord is the fee owner of certain real property and improvements situated in the City of Calera, County of Shelby, State of Alabama, and more particularly described on **Exhibit A** attached hereto (the "Land") on which is situated a shopping center (the "Shopping Center"), known generally as Eagles Landing, located at 5075 US Highway 31, Calera, AL 35040.

Landlord and Tenant are parties to that certain Lease Agreement dated November 3, 2016, (the "Lease Agreement"), pursuant to which Landlord has leased to Tenant a portion of the Shopping Center containing approximately 11,585 square feet of leasable space (the "Demised Premises") more particularly described therein and identified by Dollar Tree as Store No. #1881.

A Memorandum of Lease dated November 3, 2016, was previously executed by Landlord and Tenant but not recorded.

In connection with the Lease, Landlord and Tenant have entered into this Memorandum of Lease (this "Memorandum") to confirm the demise of the Demised Premises, and to provide notice to any interested party of such demise and of the terms and provisions of the Lease.

NOW, THEREFORE, the parties state as follows:

1. All capitalized terms used in this Memorandum and not otherwise defined herein shall have the meanings ascribed to them in the Lease.

2. The terms and conditions of the Lease are incorporated herein as though set forth in full, whereby Tenant may have and hold the Demised Premises together with any and all licenses, rights, privileges and easements appurtenant thereto, at the rental and upon the terms and conditions therein stated, for term expiring January 31, 2027 (the "Current Term"). Under the terms of the Lease, Tenant has the right to extend the term of the Lease for three (3) additional periods of five (5) years each after the expiration of the Current Term.

3. This Memorandum is executed for the purpose of recordation in order to give notice of all of the terms, provisions and conditions of the Lease, including, without limitation:

- a. Provisions set forth therein regarding exclusive use rights with respect to its business in the Shopping Center;
- b. provisions set forth therein regarding Tenant's right to install and maintain signage upon the Demised Premises and upon certain pylon signs;
- c. provisions set forth therein regarding certain areas of the Shopping Center in which no improvements are to be constructed and no alterations are to be made; and
- d. provisions set forth therein regarding certain paved, marked and lighted parking, service or access areas and restrictions on certain parking intensive users.

4. In addition to those terms set forth above, the Lease contains numerous other terms, covenants and conditions which likewise affect the Demised Premises and the Shopping Center and notice is hereby given that reference should be had to the Lease directly with respect to the details of such terms, covenants and conditions. The Lease and exhibits thereto are hereby incorporated by reference in this Memorandum and the parties hereby ratify and confirm the Lease as if said Lease were being re-executed by them and recorded. In the event of any conflict between the provisions of this instrument and the Lease, the provisions of the Lease shall control.

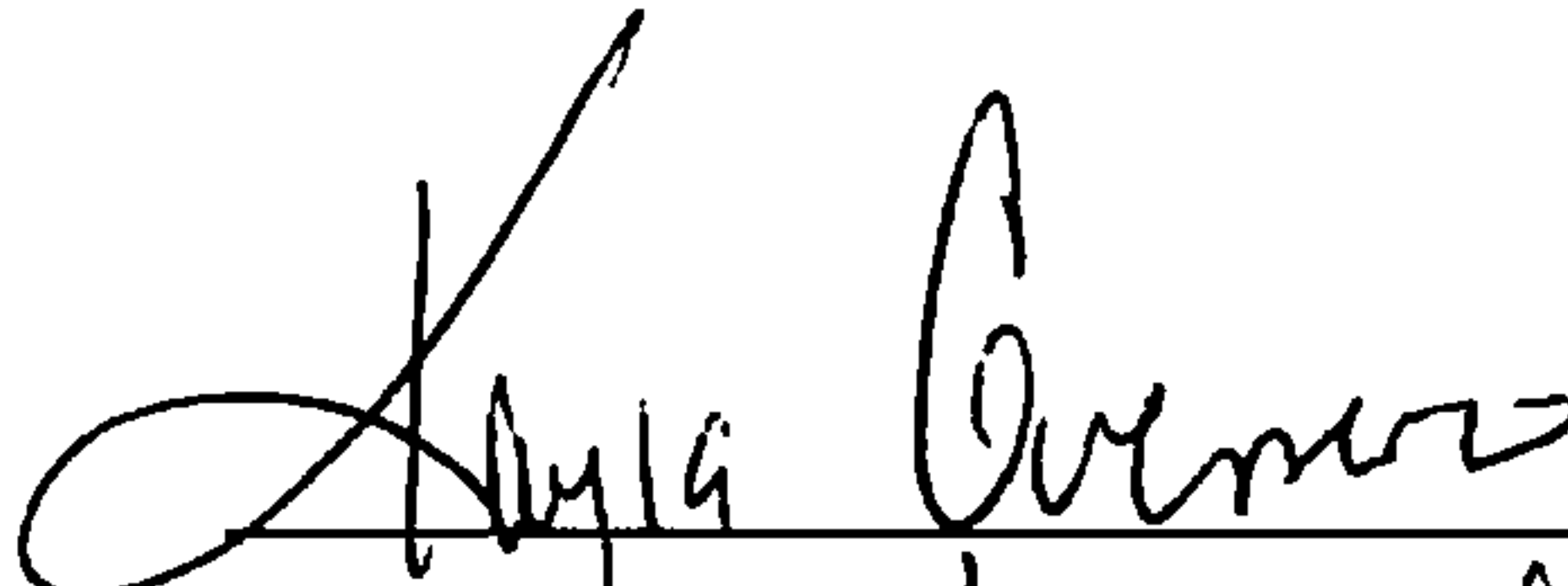
[Remainder of page intentionally left blank; signature pages to follow]


IN WITNESS WHEREOF, Landlord and Tenant have caused this Amended and Restated Memorandum of Lease to be signed as of the date and year first above written.

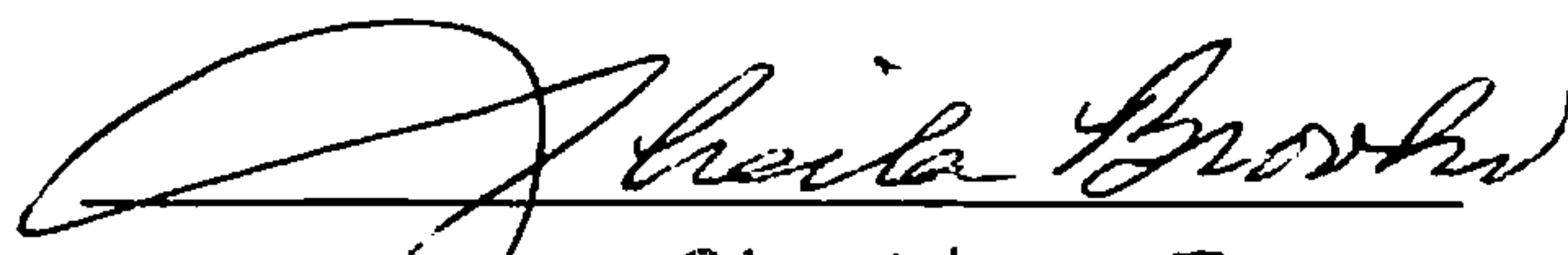
**WITNESS**

**LANDLORD**

**LANDWORKZ, INC.,**  
an Alabama corporation

  
Print Name: Kayla Guerrero

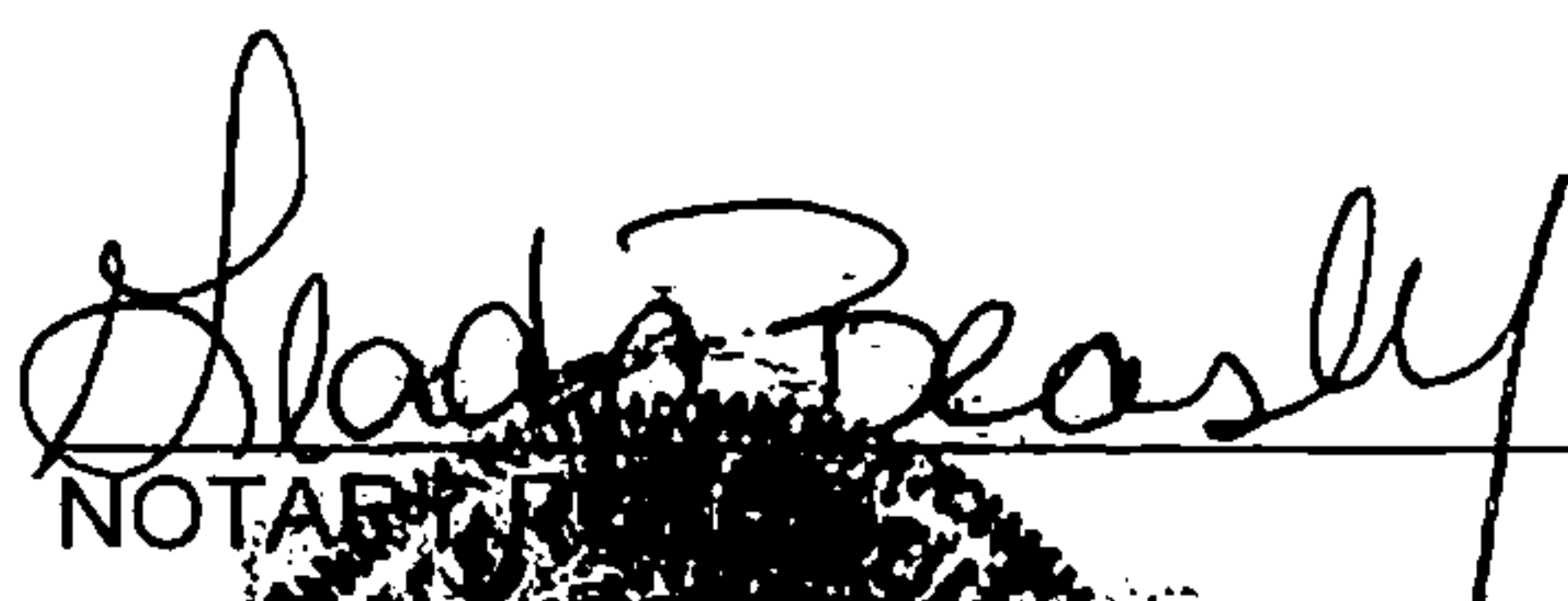

By:   
Name: Richard Wann  
Title: President

  
Print Name: Sheila Brooks

Landlord's Acknowledgment

STATE OF Al )  
 ) SS.  
COUNTY Shelby )

The foregoing instrument was acknowledged before me, a Notary Public, this 23  
day of August, 2024, by Richard Wann,  
the \_\_\_\_\_ of LANDWORKZ, INC., an Alabama corporation.

  
NOTARY PUBLIC  
My Comm. Expires May 11, 2025  




**EXHIBIT A****LEGAL DESCRIPTION**

A parcel of land situated in the Northeast Quarter of Section 4, Township 22 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Southeast corner of the Southeast Quarter of the Northeast Quarter of Section 4, Township 22 South, Range 2 West, Shelby County, Alabama and run thence Northerly along the East line of said Quarter-Quarter Section a distance of 113.74 feet to a point; thence turn 88 degrees 25 minutes 30 seconds left and run Westerly a distance of 619.11 feet to a point; thence turn 01 degrees 02 minutes 30 seconds left and continue Westerly a distance of 30.01 feet to a point; thence turn 91 degrees 23 minutes 20 seconds right and run Northerly a distance of 30.01 feet to a point on the Northerly margin of a paved road; thence turn 91 degrees 36 minutes 25 seconds left and run Westerly along said margin of said road a distance of 567.45 feet to a point; thence turn 89 degrees 59 minutes 41 seconds right and run North 01 degrees 32 minutes 27 seconds West a distance of 338.45 feet to a found capped rebar corner (stamped HWW #11375) and the point of beginning of the property being described; thence continue last described course North 01 degrees 32 minutes 27 seconds West a distance of 200.16 feet to a found 2 inch capped pipe corner; thence run South 89 degrees 49 minutes 53 seconds West a distance of 443.07 feet to a found rebar corner on the East margin of U.S. Highway No. 31; thence run South 15 degrees 09 minutes 51 seconds East along said margin of said Highway a distance of 207.11 feet to a set rebar corner; thence run North 89 degrees 50 minutes 14 seconds East a distance of 394.27 feet to the point of beginning.



Filed and Recorded  
 Official Public Records  
 Judge of Probate, Shelby County Alabama, County  
 Clerk  
 Shelby County, AL  
 08/29/2024 01:16:07 PM  
 \$34.00 JOANN  
 20240829000270380

*Allie S. Bayl*