

THIS INSTRUMENT WAS PREPARED BY:

Dana H. Hay, Esq.
Dollar Tree (Store No. 3382 - Birmingham, AL)
Attention: Erika Stolte – Real Estate Legal
500 Volvo Parkway
Chesapeake, VA 23320

FILE 1st

STATE OF ALABAMA)

)

RATIFICATION OF LEASE AGREEMENT

COUNTY OF SHELBY)

)

THIS RATIFICATION OF LEASE AGREEMENT (this "Ratification") is made effective as of the 4 day of November, 2024, by and between **MIDLAND VALLEYDALE, LLC**, a Delaware limited liability company ("Landlord"), and **DOLLAR TREE STORES, INC.**, a Virginia corporation, ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated December 4, 2007 (as amended and renewed, the "Lease"), for the lease of approximately 9,100 square feet in Landlord's shopping center known as Valleydale Marketplace located at 2661 Valleydale Road, Birmingham, AL 35244 (the "Premises") which is located on the land described on attached Exhibit A (the "Property");

WHEREAS, Landlord and Tenant desire to ratify and affirm the terms and conditions of the Lease, and reinstate the Lease for all purposes, and agree to execute this Ratification for the purpose of ratifying the execution, and for the purpose of ratifying and renewing the terms and provisions of, and confirming their respective obligations under the Lease.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the parties, intending to be legally bound hereby, agree as follows:

1. **Capitalized Terms**. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to such terms in the Lease.

2. **Ratification**. All of the terms and provisions of the Lease are hereby ratified, reinstated, and confirmed and are incorporated herein by reference in the same manner and to the same extent as if all of such terms and provisions were expressly set forth herein. Nothing contained in this Ratification shall be deemed, construed or implied to alter, modify or amend in any manner whatsoever any of the terms or provisions of the Lease.

3. **Counterpart Execution**. This Ratification may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereunto set their seals and cause this Ratification to be duly executed by their respective authorized officers, all as of the day and year first above written.

LANDLORD:

MIDLAND VALLEYDALE, LLC,

A Delaware limited liability company

By: _____

Name: **John I. Silverman**

Its: **Executive Manager**

STATE OF OHIO)

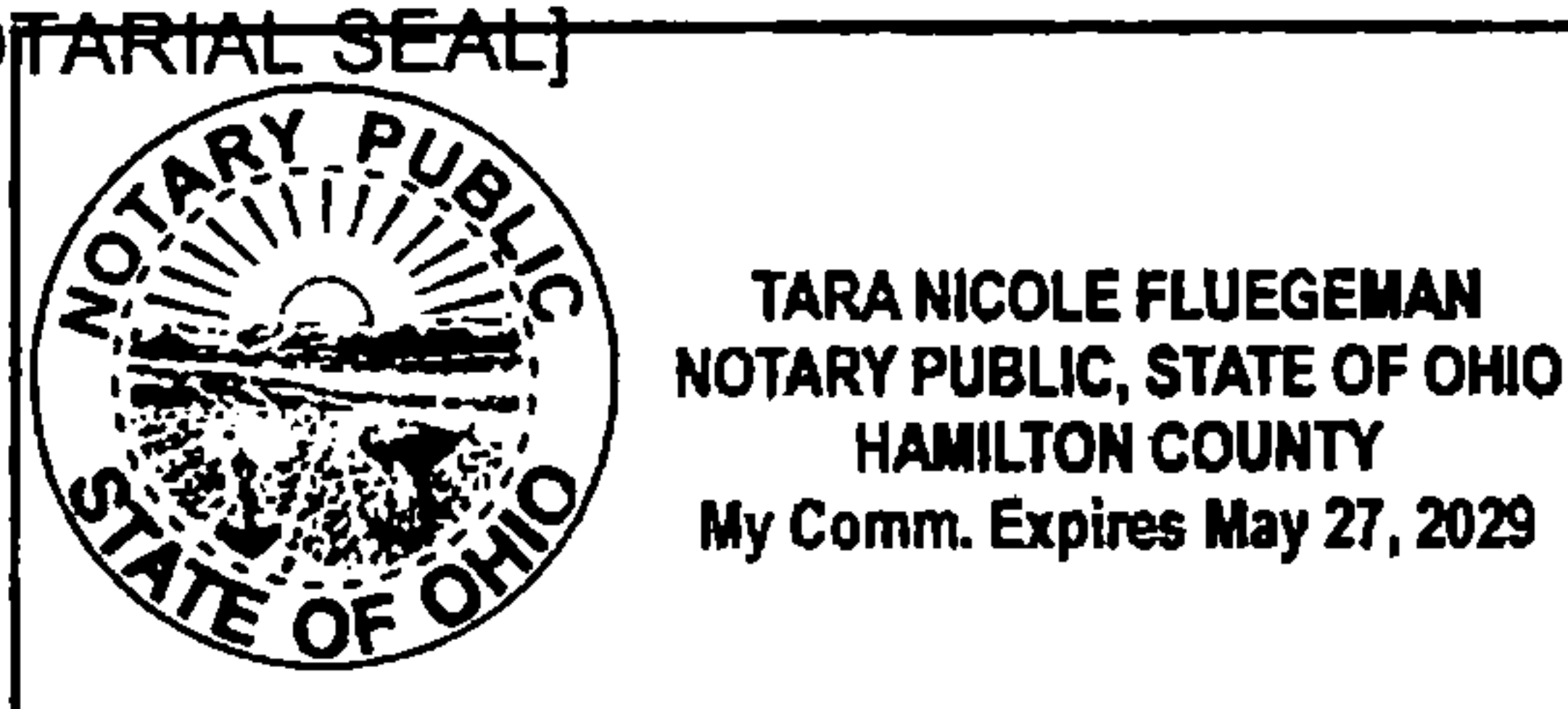
COUNTY OF HAMILTON)

I, the undersigned Notary Public in and for said County in said State or for the State at Large, hereby certify that John I. Silverman, whose name as Executive Manager of MIDLAND VALLEYDALE, LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of the said MIDLAND VALLEYDALE, LLC.

Given under my hand this the 4 day of November, 2024.

[Signature]
Notary Public
My commission expires: 5/27/29

[NOTARIAL SEAL]



TENANT:

DOLLAR TREE STORES, INC.,
a Virginia corporation

By: 

Name: Deborah E. Miller

Its: Vice President

COMMONWEALTH OF VIRGINIA)

CITY OF CHESAPEAKE)

I, the undersigned Notary Public in and for said City in said Commonwealth, hereby certify that **DEBORAH E. MILLER**, whose name as **VICE PRESIDENT** of **DOLLAR TREE STORES, INC.**, a Virginia corporation is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of the said **DOLLAR TREE STORES, INC.**

Given under my hand this the 16th day of September, 2024.


Notary Public

Name: Erika L. Stolte

My commission expires: June 30, 2027

[NOTARIAL SEAL]

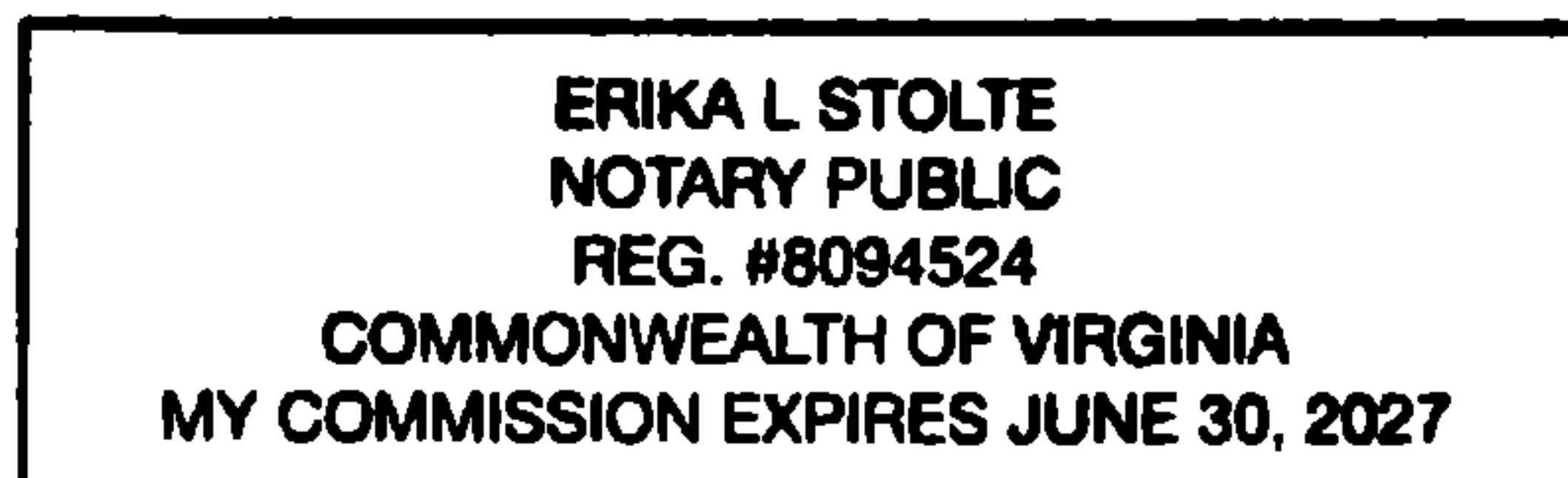


Exhibit A

Legal Description

The following described property located in Shelby County, Alabama, to-wit:

Lot 2, according to the Survey of Valleydale Market Place, as recorded in Map Book 16, page 117 in the Probate Office of Shelby County, Alabama.

SLOPE EASEMENT NUMBER 1:

Commence at the Northwest corner of the South 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 15, Township 19 South, Range 2 West; thence run South 0°04'46" West along the West line of the Southeast 1/4 of the Northwest 1/4 of said Section 15 for a distance of 100 feet to the point of beginning; thence run North 89°10'56" West for a distance of 120.11 feet; thence run South 34°39'01" East for a distance of 30.71 feet; thence run South 78°48'57" East for a distance of 83.36 feet; thence run North 88°44'07" East for a distance of 20.81 feet; thence run North 0°04'46" East along the West line of the Southeast 1/4 of the Northwest 1/4 of said Section 15 for a distance of 39.28 feet to the point of beginning.

Being recorded in Instrument 1992-09484 in the Probate Office of Shelby County, Alabama.

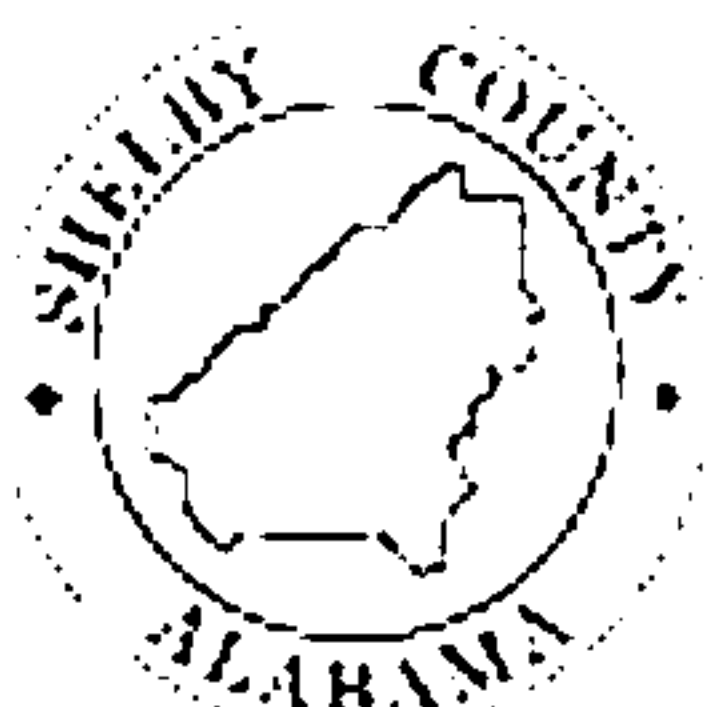
SLOPE EASEMENT NUMBER 3:

Commence at the Northwest corner of the South 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 15, Township 19 South, Range 2 West; thence run South 0°04'46" West along the West line of the Southeast 1/4 of the Northwest 1/4 of said Section 15 for a distance of 100 feet; thence run North 89°10'56" West for a distance of 120.11 feet; thence run North 44°19'31" West for a distance of 74.56 feet; thence run North 16°58'37" East for a distance of 52.89 feet to the point of beginning, from the point of beginning thus obtained; thence run North 9°02'51" West for a distance of 155.91 feet; thence run North 19°02'51" West for a distance of 75.39 feet; thence run North 55°12'48" West for a distance of 84.65 feet; thence run North 78°30'34" West for a distance of 79.64 feet to a point on the Southeasterly right of way line of Valleydale Road, said right of way being situated in the curve, said curve curving to the left in a Northeasterly direction having a central angle of 1°33'12" and a radius of 2913.72 feet and a chord bearing of North 54°56'14" East and a chord distance of 78.99 feet; thence run along arc of said curve in a Northeasterly direction along the Southeasterly right of way line of Valleydale Road for a distance of 79.00 feet; thence run South 40°50'56" East for a distance of 113.48 feet to a point of commencement of a curve to the right, said curve having a central angle of 41°40' and a radius of 254.91 feet; thence run along the arc of said curve in a Southeasterly direction for a distance of 185.38 feet to the end of said curve; thence run South 0°49'04" West for a distance of 40.00 feet to a point of commencement of a curve to the right, said curve having a central angle of 9°35'56" and a radius of 231.50 feet; thence run along the arc of said curve to the right in a Southwesterly direction for a distance of 38.78 feet to the point of beginning.

Being recorded in Instrument 1992-09484 in the Probate Office of Shelby County, Alabama.

ALSO, TOGETHER WITH those certain beneficial cross-access easement rights granted to the Property pursuant to the Declaration of Covenants Regarding Ingress and Egress Easements recorded in Instrument No. 1992-09745.

PARCEL I.D. No.: 10-5-15-0-001-052.002



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 11/13/2024 09:37:57 AM
 \$31.00 PAYGE
 20241113000352180

Allen S. Bevil