

Requested By,  
Prepared By,  
After Recording, Return to:  
Dana H. Hay, Esq.  
Dollar Tree (No. 3382, Birmingham, AL)  
Attention: Lease Admin – Erika Stolte  
500 Volvo Parkway  
Chesapeake, VA 23320

Deed Source: 20120705000237250  
Written Renewal

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(The Above Space for Recorder's Use Only)

**FILE 2<sup>ND</sup>**

**MEMORANDUM OF LEASE**

*November 4* THIS MEMORANDUM OF LEASE ("Memorandum"), made as of *November 4*, 2024, by and between **MIDLAND VALLEYDALE, LLC**, a Delaware limited liability company, having an office at 8044 Montgomery Road, Suite 710, Cincinnati, Ohio 45236 ("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 Birmingham, 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 Valleydale Marketplace, located at 2661 Valleydale Road, Valleydale, AL 35244.

Landlord and Tenant are parties to that certain Lease Agreement dated December 4, 2007, as amended by that certain (i) First Amendment to Lease Agreement dated December 3, 2012, (ii) Second Amendment to Lease Agreement dated November 6, 2015, (iii) Third Amendment to Lease Agreement dated November 15, 2017, and (iv) Fourth Amendment to Lease Agreement dated November 16, 2022, (collectively, the "Lease"), pursuant to which Landlord has leased to Tenant a portion of the Shopping Center containing approximately 9,100 square feet of leasable space (the "Demised Premises") more particularly described therein and identified by Dollar Tree as Store No. #3382.

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 February 29, 2028 (the "Current Term"). Under the terms of the Lease, Tenant has the right to extend the term of the Lease for one (1) 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 paved, marked and lighted parking, service or access areas.

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 Memorandum of Lease to be signed as of the date and year first above written.

**WITNESS**

**LANDLORD**

**MIDLAND VALLEYDALE, LLC,**  
a Delaware limited liability company

Melenna Ritchie  
Print Name: Melenna Ritchie

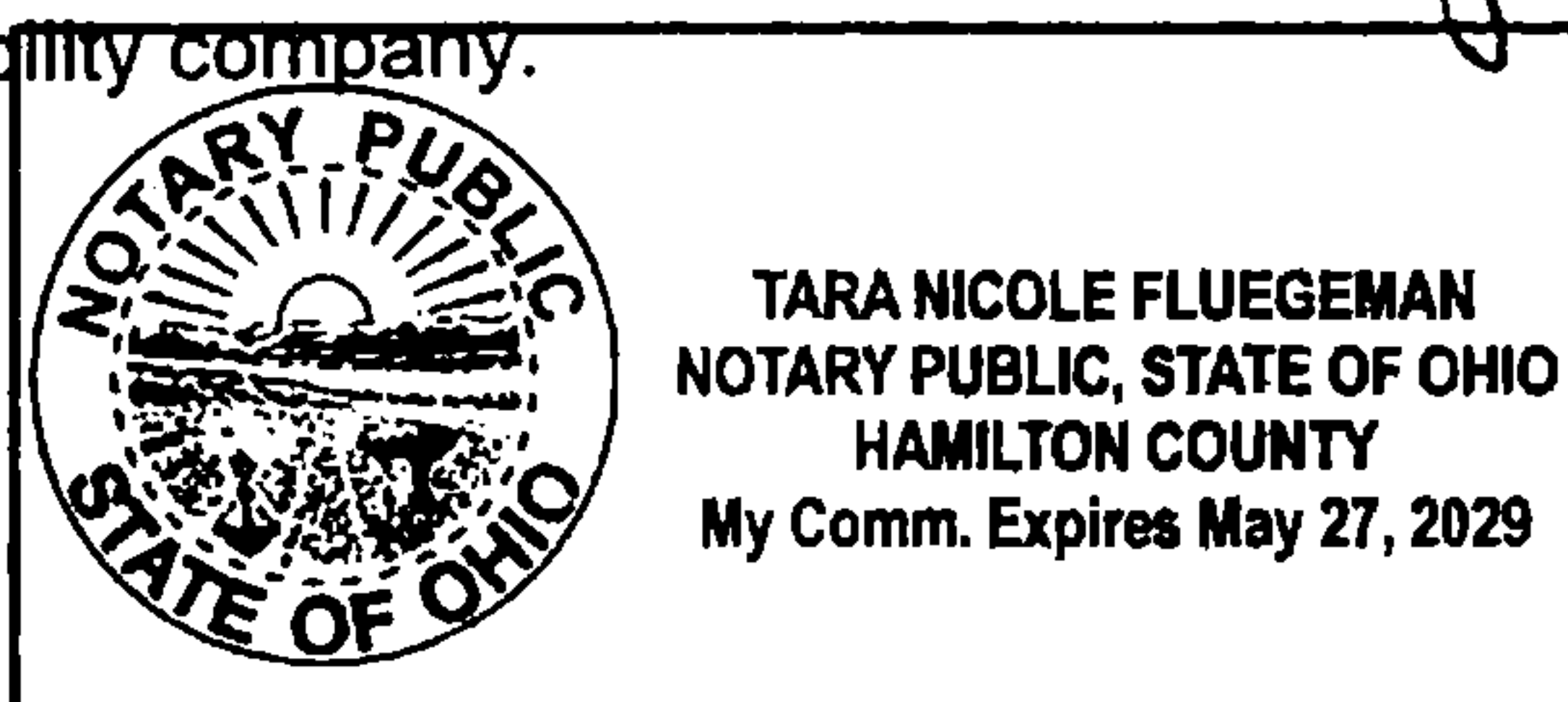
By: [Signature]  
Name: John I. Silverman  
Title: Executive Manager

Hannah VanHoost  
Print Name: Hannah VanHoost


Landlord's Acknowledgment

STATE OF Ohio  
COUNTY Hamilton ) SS.

The foregoing instrument was acknowledged before me, a Notary Public, this 4 day of November, 2024, by John Silverman, the Executive Manager of MIDLAND VALLEYDALE, LLC, a Delaware limited liability company.



[Signature]  
NOTARY PUBLIC

  
NOTARY PUBLIC  
Name: Erika L. Stolte  
My commission expires: June 30, 2027



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

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 16 for a distance of 100 feet to the point of beginning; thence run North 89°10'58" 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 83.38 feet; thence run North 88°44'07" East for a distance of 20.81 feet; thence run North 0°04'48" East along the West line of the Southeast 1/4 of the Northwest 1/4 of said Section 15 for a distance of 38.28 feet to the point of beginning.

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

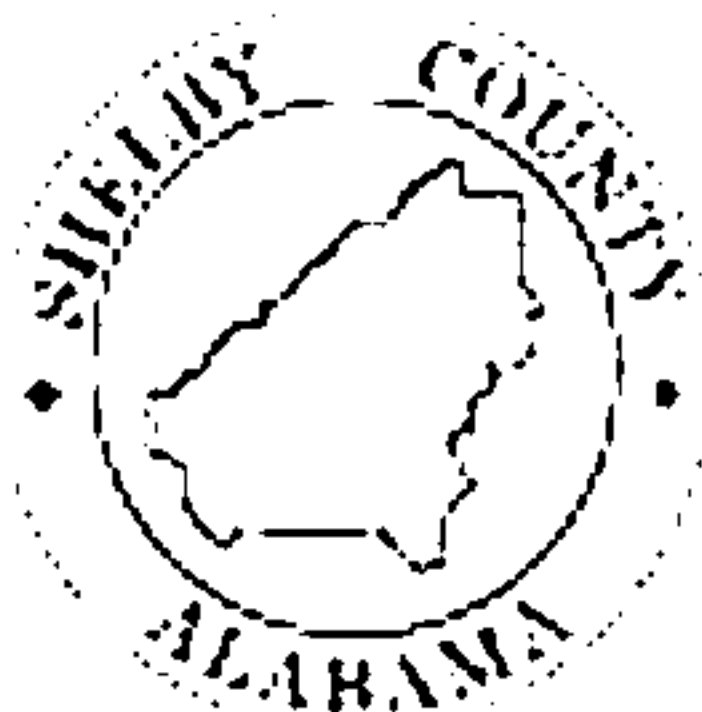
**SLOPE EASEMENT NUMBER 3:**

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°10'58" 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 79.54 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 2813.72 feet and a chord bearing of North 54°58'14" 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 78.00 feet; thence run South 40°50'58" 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 09:43:34 AM  
 \$1025.00 BRITTANI  
 20241113000352200

*Allen S. Bayl*