THIS INSTRUMENT WAS PREPARED BY:
Dana H. Hay, Esq.
Dollar Tree (Store No. 7929 - Columbiana, AL)
Attention: Erika Stolte – Real Estate Legal
500 Volvo Parkway
Chesapeake, VA 23320

STATE OF ALABAMA	)	
	•	RATIFICATION OF LEASE AGREEMENT
COUNTY OF SHELBY	)	

THIS RATIFICATION OF LEASE AGREEMENT (this "Ratification") is made effective as of the 12th day of November, 2024, by and between CRAYTON-COLUMBIANA VENTURES, LLC, a North Carolina 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 May 3, 2019 (as amended and renewed, the "Lease"), for the lease of approximately 9,349 square feet in Landlord's shopping center known as Columbiana Square located at 325 Columbiana Square, Columbiana, AL 35051 (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.

A Memorandum of Lease dated May 6, 2019 was previously executed by Landlord and Tenant but not recorded.

**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. <u>Capitalized Terms</u>. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to such terms in the Lease.
- 2. <u>Ratification</u>. 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. <u>Counterpart Execution</u>. 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:

CRAYTON-COLUMBIANA VENTURES, LLC,

a North Carolina limited liability company

	By: Marie F. () Its: Marager	ruyton, In
STATE OF NC )		
COUNTY OF Croves )		
I, the undersigned Notary Public in	and for said County in sa	id State or for the State at
Large, hereby certify that\underset \lambda \la	Crayton, Ja	, whose name as
Manage	of CRAYTON-COLUM	BIANA VENTURES, LLC,
is signed to the foregoing instrument and w	ho is known to me, ackno	wledged before me on this
day that, being informed of the contents of	f such instrument, s/he, as	s such officer and with full
authority, executed the same voluntarily for	and as the act of the said (	CRAYTON-COLUMBIANA
VENTURES, LLC.		
Given under my hand this the $12^{\frac{1}{2}}$	- day of November	, 2024.
	Patty D.	3 Weathougton
[NOTARIAL SEAL]	Notary Public	xpires: 06/22/2025

TENANT:

DOLLAR TREE STORES, INC.

a Virginia corporation

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 20 day of October, 2024.

Notary Public

Name: Erika L. Stolte

[NOTARIAL SEAL] My commission expires: June 30, 2027

ERIKA L STOLTE
NOTARY PUBLIC
REG. #8094524
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES JUNE 30, 2027

**Poor Quality** 

## **Exhibit A**

## Legal Description

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

A parcel of land located in the NE 1/4 of the NW 1/4 and the NW 1/4 of the NE 1/4 of Section 28, Township 21 South, Range 1 West, more particularly described as follows:

Commence at the NE corner of the NW 1/4 of said Section 26; thence in a Northerly direction along the projection of the Easterty line of said Section 26, a distance of 2.82 feet to a point on the Westerly right of way line of Joiner Town Road said point also being an old rebar comer which is also the SE corner of the Elliot Lot described in Deed Book 12, page 496; thence 137"14'28" right in a Southeasterly direction along said right of way line, a distance of 30.08 feet to the point of beginning; thence continue along last described course and said right of way line, a distance of 40.09 feet; thence 93°46°21" right in a Southwesterly direction a distance of 200.73 feet; thence 93\*46'21" left in a Southeasterly direction a distance of 77,68 feet; thence 21°21'23" left in a Southeasterty direction a distance of 171.48 feet to a point on the Westerly right of way line of Alabama Highway No. 25; thence 60° right in a Southwesterly direction and along said right of way line, a distance of 497.95 feet; thence 90° right in a Northwesterly direction a distance of 328.00 feet; thence 90° left in a Southwesterly direction a distance of 20.00 feet; thence 90° right in a Northwesterty direction a distance of 325.09 feet; thence 90° right in a Northoasterty direction a distance of 467.05 feet to a point on the Southeesterly right of way line of Southern Railway; thence 30°06'20" right in a Northeasterly direction a distance of 235.48 feet to a point on the West line of said Elliot Lot; thence 81°15'03" right in a Southeasterly direction along said West line of the Elliot Lot, and parallel with the Westerly right of way line of Joiner Town Road, a distance of 148.98 feet; thence 93°46'21" right in # Southwesterly direction a distance of 10.02 feet; thence 93°46'21" left, in a Southeasterly direction a distance of 130.06 feet; thence 88°13'39" left in a Northeasterly direction a distance of 200.73 feet to the Point of Beginning; being situated in Shelby County, Alabama.

Less and except any portion of subject property lying within a road right of way.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
11/19/2024 10:26:57 AM
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