

Requested By,  
Prepared By,  
After Recording, Return to:  
Dana H. Hay, esq.

Dollar Tree (No. 10454 - Hoover, AL)  
Attention: Erika Stolte- Legal Real Estate  
500 Volvo Parkway  
Chesapeake, VA 23320  
PIN: 39 00 24 1 000 001.002  
Written Renewal

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(The Above Space for Recorder's Use Only)

**MEMORANDUM  
OF  
LEASE**

THIS MEMORANDUM OF LEASE ("Memorandum"), made as of November 4, 2024, by and between **HENDON URBAN RIVERCHASE LLC**, a Georgia limited liability company, having an office at 3445 Peachtree Rd., NE, Ste. 465, Atlanta, GA 30326, Attn: J. Charles Hendon, Jr., (collectively, "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 Hoover, County of Shelby, State of Alabama, located at 1845 Montgomery Hwy (the "Land") on which is situated a shopping center (the "Shopping Center"), all as more particularly described on Exhibit A attached hereto.

Landlord and Tenant's predecessor in interest, are parties to that certain Lease Agreement dated November 4, 2024 (collectively, the "Lease"), pursuant to which Landlord has leased to Tenant a portion of the Shopping Center (the "Premises") more particularly described therein. In connection with the Lease, Landlord and Tenant entered into a memorandum to confirm the demise of the Leased Premises and to provide notice to any interested party of such demise and of the terms and provisions of the Lease.

In connection with the Lease, Landlord and Tenant have entered into this Memorandum of Lease (this "Memorandum") with the intent of confirming the demise of the 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 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 an initial term of approximately ten (10) years commencing on the Commencement Date (the "Original Lease Term"). Under the terms of the Lease, Tenant has the right to extend the Original Lease Term for four (4) separate and additional periods of five (5) years each after the expiration of the Original Lease Term.

3. This Memorandum of Lease 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 Landlord's agreement not to lease, rent or occupy, or permit to be leased, rented or occupied, any portion of the Shopping Center other than the Premises, owned by Landlord, its successors, assigns, representatives, heirs or any person or entity having a direct or indirect interest in Landlord, for the operation of a variety store, variety discount store, discount department store (except Dollar Tree), liquidation or close-out store, thrift store, any store selling used clothing, or any store similar to Tenant in operation or merchandising;
- b. Provisions set forth therein regarding Landlord's agreement not to permit any occupant of land owned by Landlord, its successors, assigns, representatives, heirs of any person or entity having a direct or indirect interest in Landlord, other than Tenant to operate their premises for any of the following uses:
  - i. Variety retail operation with the word "Dollar" or any derivation abbreviation, slang, symbol or combination thereof (or their respective equivalents in any other language) in their trade name (except Dollar Tree); or
  - ii. Big Lots, or its successor, assigns, or affiliates even if by a name change only; or
  - iii. Party City, Hallmark, or their successors, assigns, or affiliates even if by a name change only; or
  - iv. Michael's, or its successors, assigns, or affiliates even if by a name change only; or
  - v. Uses which are typically considered noxious or unacceptable in a typical retail shopping center, a list of which are attached as Exhibit F to the Lease.

As used in the Lease, with regard to any premises, a business is a "Principal Business" if the merchandise or categories of merchandise in question are

sold in the aggregate in twenty-five percent (25%) or more of the sales floor area of the premises (including one-half [1/2] of the adjacent aisle space);

- c. Provisions set forth therein regarding Tenant's right to install and maintain signage upon the Premises and upon certain pylon signs of the Shopping Center; and
- d. 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
- e. Except for emergency repairs or repairs required by Applicable Laws, provisions prohibiting construction or alterations to any exterior portion of the Shopping Center during the months of October, November and December.

4. In addition to those terms set forth above, the Lease contains numerous other terms, covenants and conditions which likewise affect the 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

HENDON URBAN RIVERCHASE LLC,  
a Georgia limited liability company

Kathleen Campbell

Print Name: Kathleen Campbell

By: [Signature]

Name: J. Charles Hendon Jr.

Title: Manager

Jerry D. Pascual

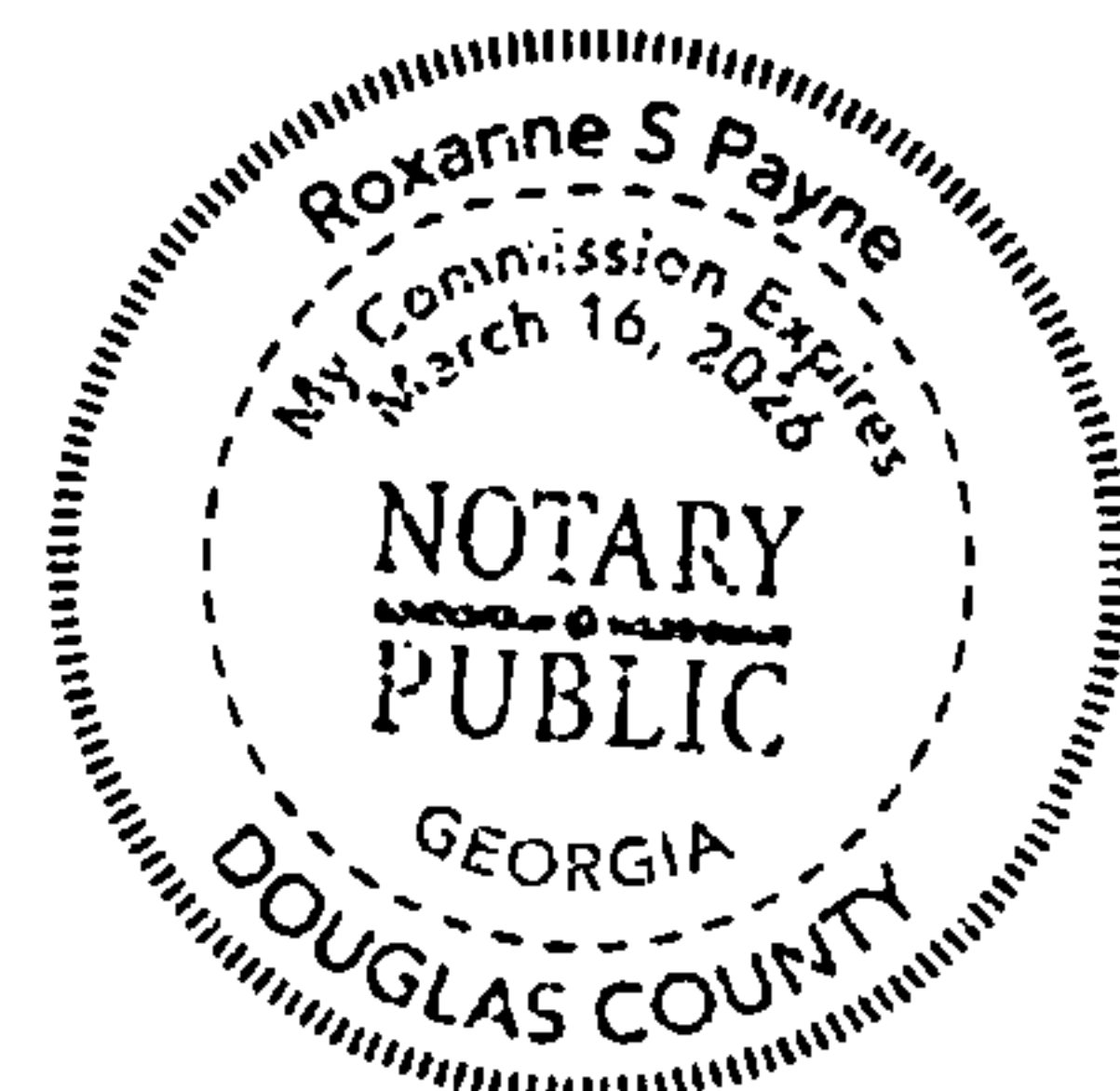
Print Name: JERRY D. PASCUAL

Landlord's Acknowledgment

STATE OF ( Georgia )  
 ) SS.  
COUNTY ( Fulton )

The foregoing instrument was acknowledged before me, a Notary Public, this  
day 8th of October, 2024, by  
J. Charles Hendon Jr., the Manager of  
Hendon Urban Riverchase, a limited liability company

Roxanne S Payne  
NOTARY PUBLIC



WITNESS

*Lydia Ryan*  
Print Name: Lydia Ryan

*Zoe Johnson*  
Print Name: Zoe Johnson

TENANT

DOLLAR TREE STORES, INC,  
a Virginia corporation

By: *[Signature]*  
Name: Jason Brothers  
Title: Vice President  
Real Estate Leasing

Tenant's Acknowledgment

COMMONWEALTH OF VIRGINIA  
) SS.  
CITY OF CHESAPEAKE

The foregoing instrument was acknowledged before me, a Notary Public, this  
day of October 2nd, 2024 by Jason Brothers, Vice President of  
Dollar Tree Stores, Inc.

*[Signature]*  
NOTARY PUBLIC

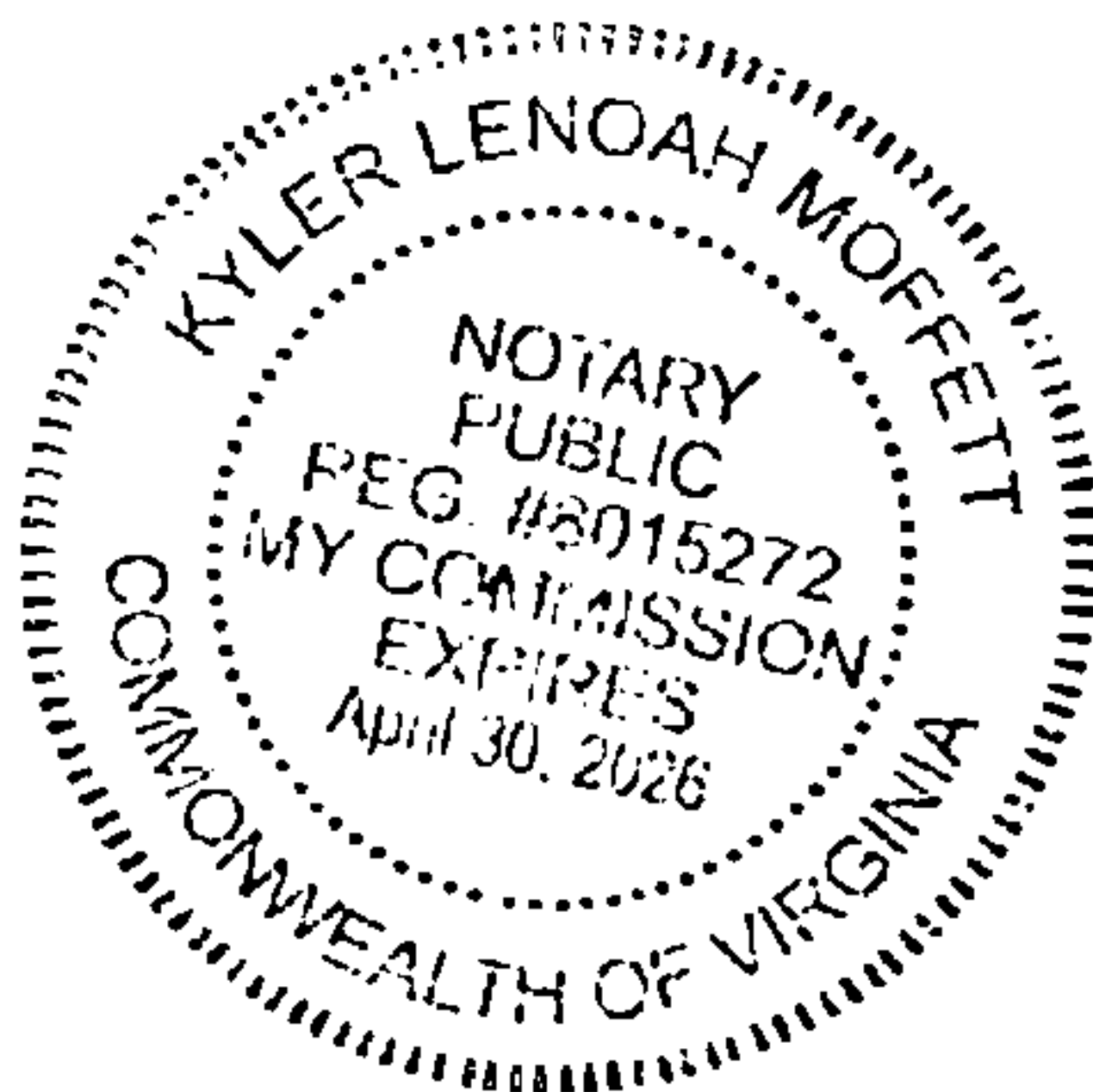




EXHIBIT A

## 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 East  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of Section 24, Township 19 South, Range 3 West, and the Southwest  $\frac{1}{4}$  of the Northwest' of Section 19, Township 19 South, Range 2 West, Jefferson County, Alabama, and in the Northeast  $\frac{1}{4}$  of the Southeast' 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°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 U.S. Highway 31, said point being 150 feet Easterly of the centerline of said U.S. Highway 31; thence North 26°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°40'47" East for a distance of 243.52 feet to a capped iron; thence run North 27°42'21" West for a distance of 147.40 feet to a DA capped iron; thence run North 73°08'26" West for a distance of 73.02 feet to an uncapped  $\frac{1}{2}$  inch rebar; thence run South 64°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°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°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 U.S. Highway 31; thence run North 26°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°57'52" East for a distance of 272.10 feet to a  $\frac{1}{2}$  inch rebar; thence run North 25°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°09'42", a radius of 310.00 feet and a chord which bears North 30°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°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°28'22", a radius of 25.00 feet, and a chord which bears North 78°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°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°57'48", a radius of 429.69 feet and a chord which bears North 55°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°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°47'50", a radius of 382.42 feet, and a chord which bears North 63°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°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°20'22", a radius of 546.00 feet, and a chord which bears North 74°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.

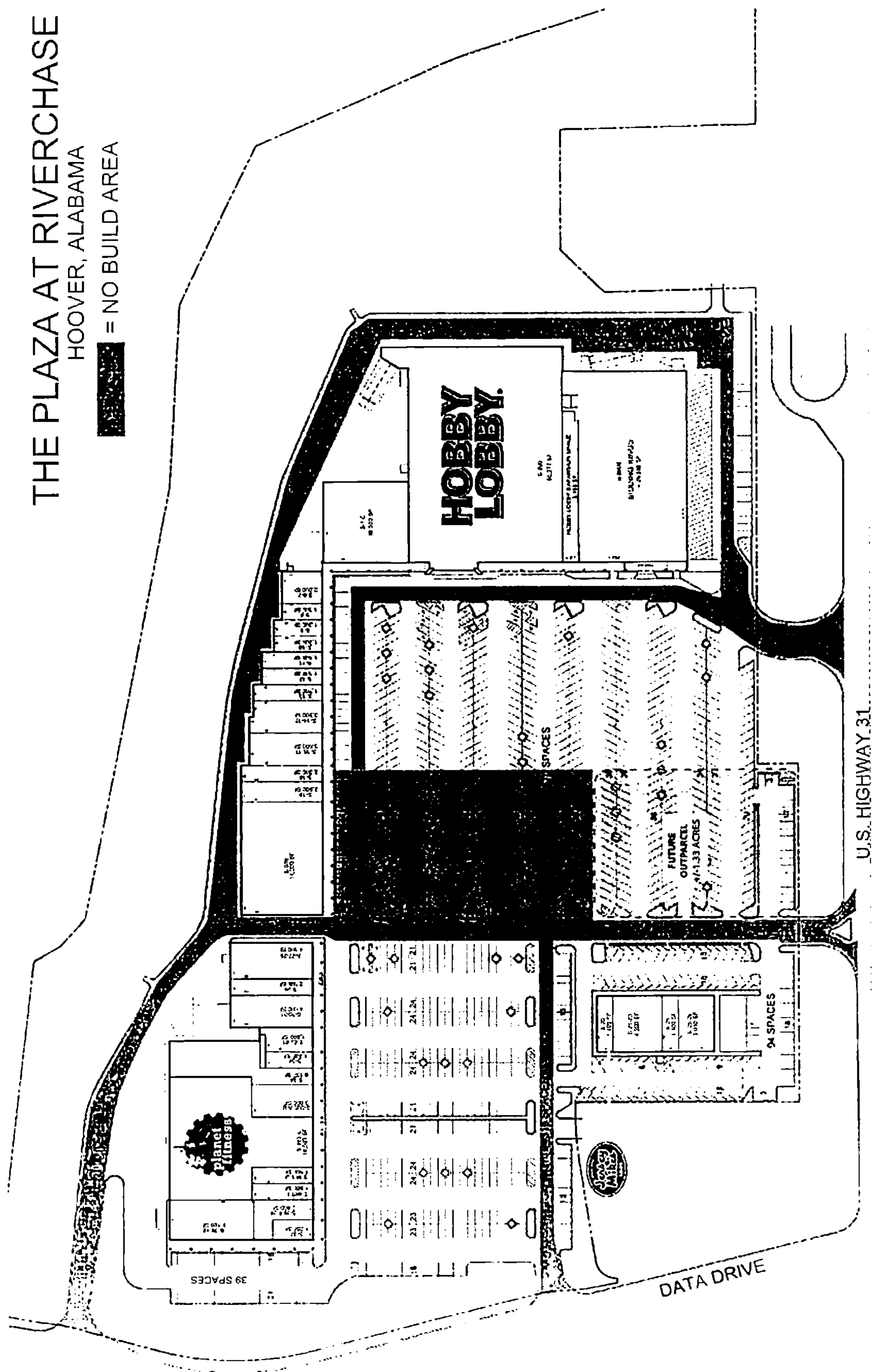
Said parcel containing 26.2 acres, more or less.

Being the same property as conveyed to Grantor by The Harbert-Equitable Joint Venture, dated February 18, 1988, recorded February 18, 1988, in Real Volume 3334, page 831, of the Probate Records of Jefferson County, Alabama and also recorded on February 29, 1988 in Official Records Book 173, page 126 of the Probate Records of Shelby County, Alabama.

# THE PLAZA AT RIVERCHASE

HOOVER, ALABAMA

= NO BUILD AREA



**Filed and Recorded**  
**Official Public Records**  
**Judge of Probate, Shelby County Alabama, County**  
**Clerk**  
**Shelby County, AL**  
**02/13/2025 02:58:30 PM**  
**\$1202.50 PAYGE**  
**20250213000044670**

Allin S. Bayal