


STATE OF NEBRASKA } ss
YORK COUNTY

This Instrument was filed for record
on August 18, 2017
at 10:54 AM, and duly
recorded in Vol. 46 of GEN
Page 132
Instrument No. 2017-01788

 KT
Fee \$ 40.00 County Clerk

MEMORANDUM OF LEASE

Batis Development Company, a Kansas corporation

To

Dollar Tree Stores, Inc., a Virginia corporation

NEBRASKA TITLE COMPANY
14680 West Dodge Road
Suite 1
Omaha, NE 68154

0272271

Please Return recorded document to:
Nebraska Title Company
14680 West Dodge Road, Suite 1
Omaha, NE 68154

After Recording, Return to:

Dollar Tree Stores, Inc.
500 Volvo Parkway
Chesapeake, Virginia 23320
Attn: Lease Administration

(The Above Space for Recorder's Use Only)

THIS MEMORANDUM OF LEASE, made as of August 4, 2017, by and between **BATIS DEVELOPMENT COMPANY**, a Kansas corporation having an office at 2933 SW Woodside Drive, #200, Topeka, Kansas 66614 ("Landlord"), and **DOLLAR TREE STORES, INC.**, a Virginia corporation having an office at 500 Volvo Parkway, Chesapeake, Virginia 23320 ("Tenant").

Preliminary Statement

A. Landlord is the fee owner of certain real property and improvements situated in York County, Nebraska and more particularly described on Exhibit A-1 attached hereto (the "Land") known generally as Highway 81 and South 35th Street, on which Land is situated a building containing approximately 8,800 square feet of leasable space (the "Premises").

B. Landlord, as the then fee owner of certain real property and improvements located on a parcel adjacent to the Land (the "Adjacent Parcel"), has recorded of record that Cross-Access Easement and Restrictive Covenant Agreement dated JULY 18, 2017 in the real property records of York County, Nebraska as Document No. 2017-01551 in Book 45 at Page 114 (the "RAERCA").

C. As of the date hereof Landlord and Tenant have entered into a lease agreement (the "Lease") pursuant to which Landlord has leased the Premises to Tenant. In connection with the Lease, Landlord and Tenant have entered into this Memorandum to confirm 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 (including without limited those licenses, rights, privileges and easements appurtenant to the Land set forth in the RAERCA), 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 three (3) 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, provisions set forth therein regarding Tenant's exclusive right to install and maintain signage upon the Premises.

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

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

LANDLORD

BATIS DEVELOPMENT COMPANY

a Kansas corporation

By: J. Mark Wittenburg

Name: J. Mark Wittenburg

Title: President

Landlord's Acknowledgment

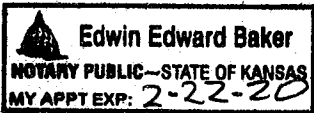
STATE OF (KANSAS)

) SS.

COUNTY (SHAWNEE)

The foregoing instrument was acknowledged before me, a Notary Public, this 4th day of August, 2017, by J. Mark Wittenburg the President of Batis Development Company.

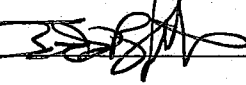
Edwin Baker
NOTARY PUBLIC
MY COMMISSION EXPIRES: 2-22-20



[Signatures Continue on Following Page]

TENANT

DOLLAR TREE STORES, INC.,
a Virginia corporation

By: 

Name: Todd Littler

Senior Vice President

Title: Real Estate Leasing

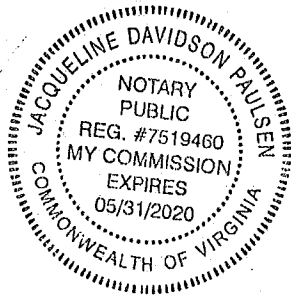
Tenant's Acknowledgment

STATE OF VIRGINIA

) SS.

CITY OF CHESAPEAKE

The foregoing instrument was acknowledged before me, a Notary Public, this 28th day of July, 2017, by Todd Littler, the Senior Vice President of Dollar Tree Stores, Inc.



Jacqueline Davidson Paulsen
NOTARY PUBLIC
MY COMMISSION EXPIRES: 5/31/2020

EXHIBIT A-1

LEGAL DESCRIPTION OF LAND

Lot 2, Holthus Subdivision, Third Addition, City of York, York County, Nebraska in the records of York County, Nebraska

EXHIBIT A-2

LEGAL DESCRIPTION OF ADJACENT PARCEL

Lot 1, Holthus Subdivision, Third Addition, City of York, York County, Nebraska in the records of York County, Nebraska