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Total Fees Pd \$40.00	

✓
00428

Submitted Electronically by:
Chicago Title Insurance - Commercial

THE STATE OF NEBRASKA }
MADISON COUNTY } ss

This instrument filed for record
the 27 day of January 2017
at 03:20 PM and recorded in
Book 2017 Page 00428
Nancy J. Elton
Register of Deeds

This instrument prepared by
and after recording return to:
Annette Whitley
Dollar General Corporation
100 Mission Ridge
Goodlettsville, TN 37072

Dollar General Store No. 18026
Battle Creek, NE

STATE OF NEBRASKA

COUNTY OF MADISON

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into this 27 day of January, 2017, by and between Colby 2016, LLC, a limited liability company, 13356 Metcalf, Overland Park, KS 66213 (the "Landlord") and Dolgencorp, LLC, a Kentucky limited liability company, 100 Mission Ridge, Goodlettsville, TN 37072 (the "Tenant").

WITNESSETH:

For and in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are all hereby acknowledged, the parties hereto agree as follows:

1. Landlord has leased to Tenant under a Lease dated as of August 5, 2016, (the "Lease") certain premises together with easements, all privileges, rights, benefits, and rights-of-way now or hereafter appurtenant or belonging thereto (the "Demised Premises") to be located in Madison County, Battle Creek, Nebraska, which is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.
2. The Lease contains provisions concerning the construction of the Demised Premises.

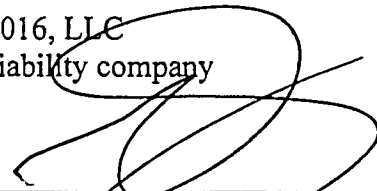
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Chicago Title Company, LLC

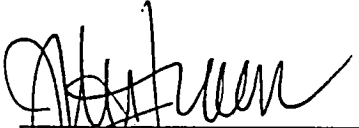
3. The Demised Premises may be used for any lawful retail purpose.
4. The term of the Lease shall be for a period of fifteen (15) years beginning on the Commencement Date as that term is defined in the Lease.
5. Tenant shall be entitled to extend the term of the Lease for five (5) successive periods of five (5) years each, upon the terms and conditions therein set forth.
6. Landlord covenants and agrees not to develop or construct, or allow to be developed or constructed, any property now or hereafter owned by Landlord or an affiliate of Landlord, or developed or constructed by Landlord or an affiliate of Landlord for a third party, within a one (1) mile radius of the boundaries of the Demised Premises for the purpose of conducting business as, or for use as: a Family Dollar Store; Bill's Dollar Store; Fred's; Dollar Tree; Ninety-Nine Cents Only; Deals; Dollar Express; Big Lots; Walgreens; CVS; Rite Aid; or any "Wal-Mart" branded retail store concept (including but not limited to Wal-Mart, Super Wal-Mart, Wal-Mart Neighborhood Market and Wal-Mart Express) (collectively, the "Exclusive Use Rights"). This covenant shall run with the land and shall be binding upon Landlord and its affiliates and their respective successors, assigns and successors in title to the Demised Premises.
7. In no event shall Landlord make any changes to the layout of the parking areas from that shown on the Approved Plans or the Final Site Plan (both as defined in the Lease), nor shall Landlord make any changes or enter into any reciprocal easement or similar agreement, or grant access to any off-site entrances, accessways or delivery lanes benefiting the Premises, without first obtaining Tenant's prior written consent and without first entering into an easement agreement with covenants and restrictions or a similar agreement (the form of which must first be approved by Tenant), for ingress, egress, parking or restrictive covenants benefiting the Premises with the owner or occupant of the adjacent property. Landlord further agrees to promptly record any such easement agreement in the appropriate recording office within thirty (30) days of execution of same and promptly return a recorded copy of same to Tenant. Tenant is a third party beneficiary of all of the terms and provisions of any such easement agreement.
8. In the event of a conflict between the terms of the Lease and the terms of this Memorandum of Lease, the provisions of the Lease shall govern and control.

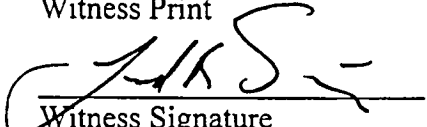
IN WITNESS WHEREOF the parties hereto have caused this Memorandum of Lease to be executed by their proper officers or representatives and their proper seals to be hereunto affixed, the day and year first above written.

LANDLORD:

COLBY 2016, LLC
a limited liability company

By: 
Tyler S. Oliver
Its: Member

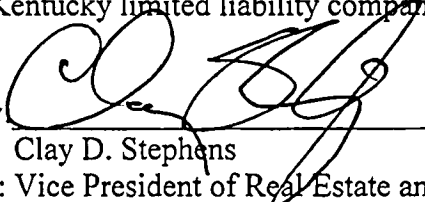

Witness Signature
Tammi Witzencan
Witness Print

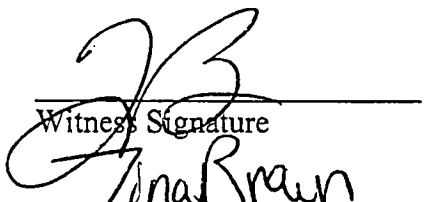

Witness Signature

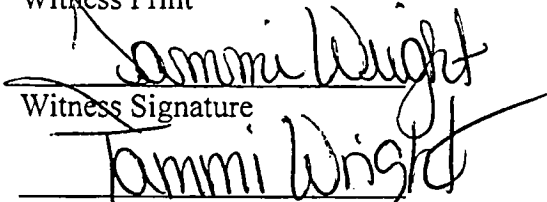
Leland R Sweetz
Witness Print

TENANT:

DOLGENCORP, LLC
a Kentucky limited liability company

By: 
Clay D. Stephens
Its: Vice President of Real Estate and Leasing


Witness Signature
Tina Braun
Witness Print


Witness Signature
Tammi Wight
Witness Print

LANDLORD AS LIMITED LIABILITY COMPANY

STATE OF Kansas)
COUNTY OF Johnson) SS

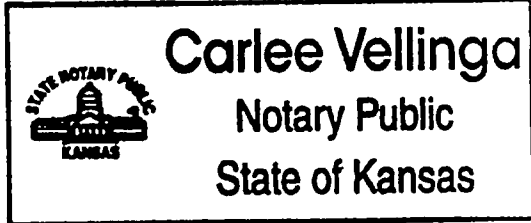
On this the 17 day of January, 2017, before me, the undersigned, personally appeared Tyler Oliver, who acknowledged himself/herself/themselves to be the Member of Colby 2016, a limited liability company, and that he/she/they, as such officer(s), being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself/herself/themselves as Member.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Carlee Vellinga

My Commission Expires: 7/29/2020

Carlee Vellinga



TENANT

STATE OF TENNESSEE)
) SS
COUNTY OF DAVIDSON)

On this the 3rd day of January 2017, before me, the undersigned officer, personally appeared Clay D. Stephens, Vice President of Real Estate and Leasing of Dolgencorp, LLC, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President of Real Estate and Leasing.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Annette R. Whitley
My Commission Expires: 7-3-18
Annette R. Whitley

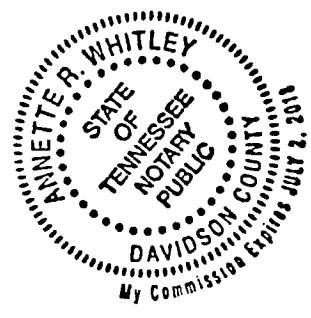


EXHIBIT A
LEGAL DESCRIPTION

A TRACT OF LAND WITHIN LOT 6 OF FIELDEN J. HALE'S SUBURBAN LOTS TO THE VILLAGE OF BATTLE CREEK, MADISON COUNTY, NEBRASKA IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 24 NORTH, RANGE 2 WEST OF THE 6TH PRINCIPAL MERIDIAN, MADISON COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 24 NORTH, RANGE 2 WEST OF THE 6TH PRINCIPAL MERIDIAN, MADISON COUNTY, NEBRASKA;
THENCE S 01°08'06" E ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1 A DISTANCE OF 660.91'; THENCE N 89°09'56" E A DISTANCE OF 72.28' TO A POINT ON THE EAST RIGHT OF WAY LINE OF STATE HIGHWAY NO. 121 BEING THE POINT OF BEGINNING; THENCE N 89°09'56" E ALONG THE NORTH PROPERTY LINE A DISTANCE OF 240.00'; THENCE S 00°50'04" E ALONG THE EAST PROPERTY LINE A DISTANCE OF 180.00'; THENCE S 44°14'24" W ALONG THE EAST PROPERTY LINE A DISTANCE OF 148.00'; THENCE N 51°49'43" W ALONG THE SOUTH PROPERTY LINE A DISTANCE OF 174.00' TO A POINT ON THE EAST RIGHT OF WAY LINE OF STATE HIGHWAY NO. 121; THENCE N 00°50'04" W ALONG THE EAST RIGHT OF WAY LINE OF STATE HIGHWAY NO. 121 A DISTANCE OF 175.00' TO THE POINT OF BEGINNING; SAID TRACT CONTAINS 1.27 ACRES (55403.8 SQUARE FEET) MORE OR LESS.