

200900081227
Filed for Record in
YORK COUNTY, SC
DAVID HAMILTON
10-22-2009 At 10:30 am.
MEMO LEASE 14.00
State Tax .00
County Tax .00
OR Vol 11082 Page 70 - 77

RECORDED

YORK COUNTY

TAX ASSESSOR'S OFFICE

DATE 10-22-09

TAX MAP NO. _____

INITIALS TS/CAK

This instrument prepared by
and after recording return to:
Clay D. Stephens, Esq.
Dollar General Corporation
100 Mission Ridge
Goodlettsville, TN 37072

Dollar General Store No. 11489

STATE OF SOUTH CAROLINA

COUNTY OF YORK

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into this 21st day of October, 2009 by and between **CK Riverview Commons, LLC.**, a North Carolina limited liability company (the "Landlord") and **Dolgencorp, LLC.**, a Kentucky limited liability company (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 November 7, 2008 (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") located in a shopping center known as Riverview Commons (the "Shopping Center") located in York County, Rock Hill, South Carolina, which Shopping Center 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.

3. The Demised Premises may be used for any lawful retail purpose including but not be limited to the maintenance and operation of a retail store for the sale of general merchandise, including, but not limited to and among other merchandise categories, the sale of grocery and food items, which food items shall be restricted as outlined on Exhibit "T" (the "Intended Use") attached to the Lease.

Notwithstanding any other provision of the Lease to the contrary, for as long as the tenants identified on Exhibit "S" thereof are open for business and operating for their respective exclusive uses as listed on said Exhibit "S" (the "Existing Exclusives") attached to the Lease, if any, Tenant agrees not to operate for a use in violation of the Existing Exclusives. Landlord represents and warrants that Exhibit "S" sets forth, verbatim, the exclusive uses granted to the tenants identified thereon.

In the event of a breach by Landlord of the representations made in Section 5 of the Lease or in the event Tenant is in any manner prevented from operating as provided in that Section 5 due to any rights granted to another tenant or occupant, Tenant shall have the right to terminate the Lease upon thirty (30) days written notice, without limitation of or prejudice to all other rights and remedies available under this Lease, at law or in equity and without releasing Landlord from its indemnity obligations hereunder.

4. The term of the Lease shall be for a period of ten (10) 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 four (4) successive periods of five (5) years each, upon the terms and conditions therein set forth.

6. Landlord covenants and agrees not to lease, rent or occupy, or allow to be leased, rented or occupied, any part of the Shopping Center for the purpose of conducting business as, or for use as any of the following uses ("Tenant's Exclusive Use Rights"): a discount store, a variety or general merchandise store; a dollar or bargain store; a close out or odd lot store; or, any store which sells substantially the same type merchandise as sold by a Dollar General store, including, but not limited to, a Family Dollar Store, Bill's Dollar Store, Fred's, Dollar Tree, Dollar Zone, Variety Wholesale, Ninety-Nine Cents Only, Deals, Dollar Bills, Bonus Dollar, Maxway, Super Ten, McCorry's, McCorry's Dollar, Planet Dollar, Big Lots, Odd Lots, Walgreens, CVS, Rite Aid, or Wal-Mart Supercenter.

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:

CK Riverview Commons, LLC.
a North Carolina limited liability company
By: Childress Klein Properties, Inc.
It's Manager

By: R. David Haggart
R. David Haggart
Its: Vice President

James B. Ferguson
Witness Signature

James B. Ferguson
Witness Print

R. Chris Thomas
Witness Signature

R. Chris Thomas
Witness Print

TENANT:

Dolgencorp, LLC.
a Kentucky limited liability company

By: Maurice A. Laliberte
Maurice A. Laliberte
Its: Vice President of Lease Administration

Donna Hicks
Witness Signature

Donna Hicks
Witness Print

Jim Fra-
Witness Signature

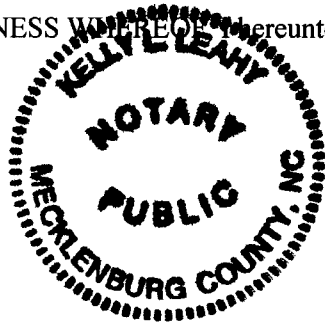
Jim Fra-
Witness Print

LANDLORD AS LIMITED LIABILITY COMPANY

STATE OF North Carolina)
) SS
COUNTY OF Mecklenburg)

On this the 29th day of September, 2009, before me, the undersigned, personally appeared R. David Huggart, who acknowledged himself/herself/themselves to be the Vice President of Childress Klein Properties, a Corporation ~~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 Vice President.

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



Kelly L. Leahy

My Commission Expires: 9/10/14

TENANT

STATE OF TENNESSEE)
) SS
COUNTY OF DAVIDSON)

On this the 23 day of September, 2009, before me, the undersigned officer, personally appeared Maurice A. Laliberte, Vice President of Lease Administration 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 Lease Administration.

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



Marilyn A. Horton

My Commission Expires:

11/22/10

EXHIBIT A

SHOPPING CENTER LEGAL DESCRIPTION

RIVERVIEW COMMONS SHOPPING CENTER ROCK HILL, YORK COUNTY, SOUTH CAROLINA

The Shopping Center Property consists of four (4) tracts of land totaling 16.1644 acres described as follows:

TRACT 1:

Being all that certain piece, parcel or lot of land, lying and being on the north side of Fieldcrest Circle and the east side of Mt. Gallant Road in the City of Rock Hill, York County, South Carolina, and being more particularly described as follows:

To arrive at the true point of **BEGINNING** commence from NGS Monument "Red River" (having coordinates: N: 1,141,103.79, E: 2,007,230.45) and run thence North 67-36-36 West 8,230.67 feet (ground distance) to an existing iron rod marking the southeasterly corner of the Riverview Dairy Farms, Inc. property as described in Deed Book 94, Page 166 in the York County Public Registry, said iron rod lying on the northerly margin of the right-of-way of Fieldcrest Circle (S46-1210 – a variable public right-of-way); thence with the northerly margin of the right-of-way of Fieldcrest Circle South 62-55-43 West 118.29 feet to a new iron rod being the true place and **POINT OF BEGINNING**; and thence continuing with the northerly margin of the right-of-way of Fieldcrest Circle the following five (5) courses and distances: 1) South 62-55-43 West 322.03 feet to a new iron rod, 2) with the arc of a circular curve to the right having a radius of 449.47 feet, an arc length of 79.73 feet (chord: South 68-00-38 West 79.63 feet) to a new iron rod, 3) North 16-54-27 West 5.00 feet to a new iron rod, 4) with the arc of a circular curve to the right having a radius of 444.47 feet, an arc length of 122.04 feet (chord: South 80-57-31 West 121.66 feet) to a new iron rod, 5) South 88-49-28 West 370.76 feet to a new iron rod at the northeast intersection formed by the northerly margin of the right-of-way of Fieldcrest Circle and the easterly margin of the right-of-way of Mt. Gallant Road (S46-195 – a 66' public right-of-way); thence with the easterly margin of the right-of-way of Mt. Gallant Road North 15-56-24 West 781.83 feet to a new iron rod; thence leaving the easterly margin of the right-of-way of Mt. Gallant Road and running with a new line through the aforementioned Riverview Dairy Farms, Inc. property the following seven (7) courses and distances: 1) North 29-03-40 East 35.35 feet to a new iron rod, 2) North 74-03-47 East 302.16 feet to a new iron rod, 3) with the arc of a circular curve to the right having a radius of 148.00 feet, an arc length of 66.41 feet (chord: North 86-55-29 East 65.86 feet) to a new iron rod, 4) South 80-13-10 East 150.72 feet to a new iron rod, 5) with the arc of a circular curve to the left having a radius of 202.00 feet, an arc length of 95.82 feet (chord: North 86-11-27 East 94.93 feet) to a new iron rod, 6) South 54-38-24 East 215.10 feet to a new iron rod, 7) South 27-35-22 East 594.71 feet to the point and place of **BEGINNING** containing 659,893 square feet or 15.1490 acres of land, as shown on the survey prepared by R.B. Pharr & Associates, P.A. dated January 23, 2008, last revised September 10, 2008 (File No. Y-B057).

TRACT 2:

Being all that certain piece, parcel or lot of land, lying and being on the north side of Celanese Road in Ebenezer Township, York County, South Carolina, and being more particularly described as follows:

To arrive at the true point of **BEGINNING** commence from a new iron rod lying on the northerly margin of Celanese Road (S.C. Highway 161 – a variable public right-of-way) and being the southwesterly corner of the Layton M. Lucas property as described in Deed Book 563, Page 136 in the York County Public Registry, and run thence with the westerly line of the aforementioned Layton M. Lucas property North 01-21-58 West 6.00 feet to a new iron rod, said new iron rod being the true place and **POINT OF BEGINNING**; thence continuing with the northerly margin of Celanese Road South 88-33-20 West 103.49 feet to a point marking the westerly margin of a proposed road; thence leaving Celanese Road and running with the westerly margin of a proposed road lying within the Covenant Presbyterian Church USA of Rock Hill property as described in Deed Book 1445, Page 84 the following two (2) courses and distances: 1) North 43-34-01 East 35.36 feet to a point, 2) North 01-25-17 West 119.45 feet to a point lying on the southerly line of the Trustees of Covenant Presbyterian Church property as described in

Deed Book 258, Page 344; thence with the southerly line of the Trustees of Covenant Presbyterian Church property North 59-33-19 East, passing an existing iron rod at 84.25 feet, for a total distance of 89.96 feet to a new iron rod being the northwesterly corner of the aforementioned Layton M. Lucas property; thence with the westerly line of the Layton M. Lucas property South 01-21-58 East 188.06 feet to the point and place of **BEGINNING** containing 13,375 square feet or 0.3070 acres of land, more or less, as shown on the survey prepared by R.B. Pharr & Associates, P.A. dated May 6, 2008, last revised August 29, 2008 (File No. Y-A058A).

TRACT 3:

Being all that certain piece, parcel or lot of land, lying and being on the south side of Fieldcrest Circle in the City of Rock Hill, York County, South Carolina, and being more particularly described as follows:

To arrive at the true point of **BEGINNING** commence from a new iron rod lying on the northerly margin of Celanese Road (S.C. Highway 161 – a variable public right-of-way) and being the southwesterly corner of the Layton M. Lucas property as described in Deed Book 563, Page 136 in the York County Public Registry, and run thence with the westerly line of the aforementioned Layton M. Lucas property North 01-21-58 West 194.06 feet to a new iron rod; thence with the southerly line of the Steven I. Simpson property, as described in Deed Book 2179, Page 18 South 59-33-19 West 5.71 feet to an existing iron rod lying on the northerly line of the Covenant Presbyterian Church USA of Rock Hill property as described in Deed Book 1445, Page 84, said iron being the true place and **POINT OF BEGINNING**; thence continuing with the northerly line of the Covenant Presbyterian Church USA of Rock Hill property South 59-33-19 West 84.25 feet to a point marking the westerly margin of a proposed road; thence running with a new line along the westerly margin of a proposed road through the Trustees of Covenant Presbyterian Church property as described in Deed Book 258, Page 344 the following four (4) courses and distances: 1) North 01-25-17 West 10.13 feet to a point, 2) with the arc of a circular curve to the left having a radius of 224.00 feet, an arc length of 102.40 feet (chord: North 14-31-04 West 101.51 feet) to a point, 3) North 27-36-50 West 1.24 feet to a point, 4) North 72-22-08 West 35.66 feet to a point lying on the southerly margin of Fieldcrest Circle (a variable public right-of-way); thence with the southerly margin of Fieldcrest Circle the following two (2) courses and distances: 1) with the arc of a circular curve to the left having a radius of 505.47 feet, an arc length of 9.55 feet (chord: North 63-28-11 East 9.55 feet) to a new iron rod, 2) North 62-55-43 East 72.43 feet to a new iron rod marking the northwesterly corner of the Steven I. Simpson property as described in Deed Book 2179, Page 18; thence with the westerly line of the Steven I. Simpson property South 27-31-42 East 129.50 feet to the point and place of **BEGINNING** containing 8,712 square feet or 0.2000 acres of land, more or less, as shown on the survey prepared by R.B. Pharr & Associates, P.A. dated May 6, 2008, last revised August 29, 2008 (File No. Y-A058A).

TRACT 4:

Being all that certain piece, parcel or lot of land, lying and being on the north side of Celanese Road in Ebenezer Township, York County, South Carolina, and being more particularly described as follows:

BEGINNING at an existing iron rod lying on the northerly margin of Celanese Road (S.C. Highway 161 – a variable public right-of-way) and being the southwesterly corner of the Hae Cha Railey property as described in Deed Book 4985, Page 96 in the York County Public Registry, said iron rod being located North 88-33-20 East 199.65 feet from an existing iron rod and running thence from the beginning point with the northerly and easterly margins of Celanese Road the following two (2) courses and distances: 1) South 88-33-20 West 100.18 feet to a new iron rod, 2) North 01-21-58 West 6.00 feet to a new iron rod being the southeasterly corner of the Covenant Presbyterian Church of Rock Hill property as described in Deed Book 1445, Page 84; thence leaving the northerly margin of Celanese Road and continuing with the easterly line of the Covenant Presbyterian Church of Rock Hill property North 01-21-58 West 188.06 feet to a new iron rod lying on the southerly line of the Steven I. Simpson property, as described in Deed Book 2179, Page 18; thence with the southerly line of the Steven I. Simpson property North 59-33-19 East 113.90 feet to an existing iron pipe marking the northwesterly corner of the aforementioned Hae Cha Railey property; thence with the westerly line of the Hae Cha Railey property South 01-30-47 East 249.28 feet to the point and place of **BEGINNING** containing 22.146 square feet or

0.5084 acres as shown on the survey prepared by R.B. Pharr & Associates, P.A. dated May 6, 2008 (File No. Y-A058B).

LESS AND EXCEPT any portions of the above-described tracts of land located within (i) publicly dedicated rights of way, and (ii) any Outparcel (as defined in the Lease).