

Skamania County, WA

Total: \$109.50 Pgs=7

AGLS

Request of: FIRST AMERICAN TITLE INSURANCE COMPANY

eRecorded by: SMC/PORTLAND

2021-001391

04/21/2021 01:42 PM

This instrument prepared by
and after recording return to:

Annette Whitley
Dollar General Corporation
100 Mission Ridge
Goodlettsville, TN 37072

Dollar General Store No. 22272
Carson, WA

Abbreviated legal: PTN SEC 20, T3N, R8E WM

APN: 03082021010000

STATE OF WASHINGTON

COUNTY OF SKAMANIA

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into this 7th day of April, 2021, by and between Hix Snedeker Development LLC, an Alabama limited liability company, 805 Trione Avenue, Daphne, AL 36526 (the "Landlord") and DG Strategic VII, LLC, a Tennessee 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 May 5, 2020, (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 Skamania County, Carson, Washington, which is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

FIRST AMERICAN NCS - 1012266-0R1

2. The Lease contains provisions concerning the construction of the Demised Premises.

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 Three (3) 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; Dollar Tree; Ninety-Nine Cents Only; Deals; 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:

HIX SNEDEKER DEVELOPMENT LLC
a limited liability company

By: [Signature]
Haymes S. Snedeker
Its: Member

[Signature]
Witness Signature

Johna Forward
Witness Print

[Signature]
Witness Signature

Casey Martin
Witness Print

TENANT:

DG STRATEGIC VII, LLC
a Tennessee limited liability company

By: [Signature]
Rexford B. Martin, Jr.
Its: Vice President of Real Estate

[Signature]
Witness Signature

Vana Bridgeman
Witness Print

[Signature]
Witness Signature

Tammi Wight
Witness Print

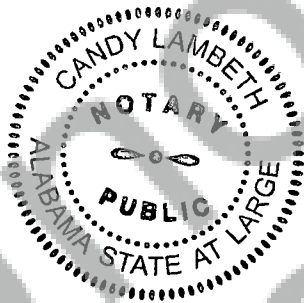
LANDLORD AS LIMITED LIABILITY COMPANY

STATE OF Alabama,
COUNTY OF Baldwin SS

On this the 7 day of April, 2021, before me, the undersigned, personally appeared Haymes S. Snedeker, who acknowledged himself/herself/themselves to be the Member of Hix Snedeker Development LLC 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.

Candy Lambeth
My Commission Expires: 7/8/24



TENANT

STATE OF TENNESSEE)
) SS
COUNTY OF DAVIDSON)

On this the 25th day of March, 2021, before me, the undersigned officer, personally appeared Rexford B. Martin, Jr., Vice President of Real Estate of DG Strategic VII, 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.

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

Annette R. Whitley
My Commission Expires: 7.9.22

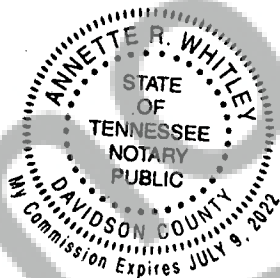


EXHIBIT A

LEGAL DESCRIPTION

A TRACT OF LAND IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN; THENCE SOUTH 347 FEET; THENCE WEST 239 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID WEST HALF OF SAID NORTHEAST QUARTER 347 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE EAST 239 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION LYING WITHIN WIND RIVER HIGHWAY AND METZGER ROAD.

ALSO EXCEPT THE WEST 15 FEET AS DISCLOSED BY INSTRUMENT RECORDED IN BOOK 158, PAGE 529.

BEING MORE PARTICULARLY DESCRIBED PURSUANT TO AN AS SURVEYED LEGAL DESCRIPTION, AS FOLLOWS:

A TRACT OF LAND IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN; THENCE SOUTH $0^{\circ}53'19''$ WEST, 347.00 FEET; THENCE SOUTH $89^{\circ}58'01''$ WEST, 73.85 FEET TO THE WESTERLY RIGHT OF WAY OF THE WIND RIVER HIGHWAY AND THE TRUE POINT OF BEGINNING; THENCE NORTH $89^{\circ}32'17''$ WEST, 150.36 FEET; THENCE NORTH $0^{\circ}55'19''$ EAST, 317.00 FEET TO THE SOUTH RIGHT OF WAY OF METZGER ROAD; THENCE SOUTH $89^{\circ}32'17''$ EAST, 140.40 FEET, ALONG SAID SOUTHERN RIGHT OF WAY TO THE WESTERLY RIGHT OF WAY OF WIND RIVER HIGHWAY AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, SAID CURVE HAS A RADIUS OF 5,654.53 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $3^{\circ}12'48''$ AN ARC DISTANCE OF 317.12 FEET ALONG SAID

WESTERLY RIGHT OF WAY, WITH A LONG CHORD BEARING SOUTH
0°52'41" EAST A DISTANCE OF 317.08 FEET TO THE
TRUE POINT OF BEGINNING.

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