

DOC # 801257
04/23/2012 03:28PM Deputy: AR
OFFICIAL RECORD
Requested By:
Western Title Company
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 6 Fee: \$19.00
BK-412 PG-5840 RPTT: 0.00



APN# : 1220-21-101-002

Recording Requested By:

Western Title Company, Inc.

Escrow No.: 042506-TEA

When Recorded Mail To:

Cross Development Gardnerville

Steve Rumsey

6617 Village Springs Drive

Plano, TX 75024

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.

(Per NRS 239B.030)

Signature _____

A handwritten signature in black ink, appearing to read 'Traci Adams', written over a horizontal line.

Traci Adams Escrow Officer

Memorandum of Lease

This page added to provide additional information required by NRS 111.312
(additional recording fee applies)



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. 13581

STATE OF NEVADA

COUNTY OF DOUGLAS

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into this 19th day of APRIL, 2012 by and between Cross Development Gardnerville, Ltd., a limited partnership (the "Landlord") and Dolgen Midwest, LLC, a Tennessee 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 2, 2011, (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 Douglas County, Gardnerville, Nevada, 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.

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, Fred's, Dollar Tree, Ninety-Nine Cents Only, Deals, Big Lots, Walgreens, CVS, Rite Aid, or any Wal-Mart concept (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:

CROSS DEVELOPMENT
GARDNERVILLE, LTD.
a limited partnership

By: [Signature]
Steve Rumsey
Its: Partner

[Signature]
Witness Signature

DEVIN CARR
Witness Print

[Signature]
Witness Signature

Pam Cherault
Witness Print

TENANT:

DOLGEN MIDWEST, LLC
a Tennessee limited liability company

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

[Signature]
Witness Signature

Marilyn A. Horton
Witness Print

[Signature]
Witness Signature

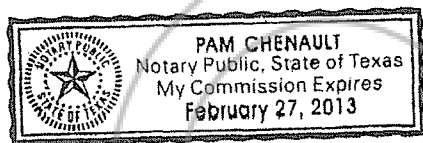
Annette Whitley
Witness Print

LANDLORD AS PARTNERSHIP

STATE OF TEXAS)
COUNTY OF COUNT) SS

On this the 19 day of April, 2012 before me, the undersigned officer, personally appeared Steve Rimsay, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and who acknowledges himself/herself/themselves to be the partner(s) of Cross DEVELOPMENT GARLANDVILLE a partnership, and that he/she/they, as such partner(s), being authorized so to do, executed the foregoing instrument for the purposes therein contained.

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



Pam Chenault
My Commission Expires: 2-27-13

TENANT

STATE OF TENNESSEE)
) SS
COUNTY OF DAVIDSON)

On this the 11th day of April, 2012, before me, the undersigned officer, personally appeared Maurice A. Laliberte, Vice President of Lease Administration of Dolgen Midwest, 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

[Signature]
My Commission Expires: 11-5-2014



EXHIBIT A
LEGAL DESCRIPTION

Legal Description

All that certain real property situate in the County of Douglas, State of Nevada, Described as follows:

The northwest ¼ of Section 21, Township 12 North, Range 20 East, Further Described as follows:

Parcel 1, as shown on the parcel map 3 for Valley Investments West, Ltd. Recorded in the office of the recorder Douglas County, State of Nevada, on June 26, 1989, in book 689, page 3830, as document no. 205423.

