

3/10/11 11:39:17
DK P BK 143 PG 94
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

1 PREPARED BY
2 **WHEN RECORDED RETURN TO:**
3 **Petco Animal Supplies, Inc.**
4 **9125 Rehco Road**
5 **San Diego, California 92121**
6 NA

This document is being re-recorded
to correct the indexing instructions
and to include the legal EXHIBIT A-1
in a larger font.

7 PIN/Tax Map Reference No.: Indexing: Lot 17, Phase 2 and Lot 3, Phase 1, Village Shops of Crumpler
8 Place, NE Quarter, Section 32, Township 1 South, Range 6 West, Olive Branch, Desoto County, MS
9 PB 74 Pg 31

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Memorandum Of Lease

3/18/11 8:13:10
DK P BK 143 PG 191
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

10 STATE OF Mississippi
11 COUNTY OF De Soto

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19 THIS MEMORANDUM OF LEASE ("Memorandum") is executed to be effective the 2nd day of
20 March, 2011, by and between THOMPSON & CREWS DEVELOPMENT, LLC, a Tennessee
21 limited liability company, ("Landlord"), and PETCO ANIMAL SUPPLIES STORES, INC., a Delaware
22 corporation ("Tenant").

23 WITNESSETH:

24 Landlord hereby demises and leases to Tenant, and Tenant hereby takes and accepts from Landlord, that
25 certain real property located in the City of Olive Branch, DeSoto County, State of Mississippi, located at 7501
26 Goodman Road, being approximately 12,500 square feet of rentable space, as more particularly described in Exhibit
27 "A-1" attached hereto and incorporated herein by reference for all purposes, including all improvements situated
28 thereon, the Premises being situated in The Village Shops of Crumpler Place Shopping Center, TO HAVE AND TO
29 HOLD the same for a primary term ending on or about 1-31-2023 (commencing as provided in the Lease
30 described hereafter), with all renewal options, if any, recited in that certain Lease, dated 3-3-2011, by
31 and between Landlord and Tenant (the "Lease"), to which reference is made for all purposes and of which it is
32 intended hereby to give notice. The terms, provisions, covenants, conditions and agreements set forth in the Lease
33 are by this reference incorporated herein.

34 Landlord does hereby grant and convey to Tenant, Tenant's employees, representatives, customers and
35 invitees a permanent non-exclusive right-of-way access and parking easement for the purpose of pedestrian and
36 vehicular ingress, egress and parking over all access and entrance drives and over all parking areas of the Shopping
37 Center. Landlord does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular
38 this easement unto Tenant and its successors and assigns, and against every person whomsoever lawfully claiming,
39 or to claim the same, or any part thereof, by, through or under Tenant.

40 Landlord agrees not to erect, construct or install any subsequent signage, buildings, or other improvements
41 in the Shopping Center or make any changes to the Common Area of the Shopping Center which would obstruct or
42 diminish the visibility of or access and proximity to the Premises from nearby public thoroughfares, intersections, or
43 interfere with parking and use of the Common Areas.

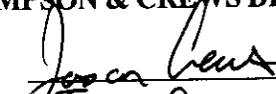
44 This Memorandum shall inure to the benefit of, and be binding upon, the parties hereto and their respective
45 heirs, representatives, successors and assigns.

5
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1 IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum to be effective as of
2 the day and year first above written.

3
4 **LANDLORD:**

5 **THOMPSON & CREWS DEVELOPMENT, LLC**, a Tennessee limited liability company

6 By: 

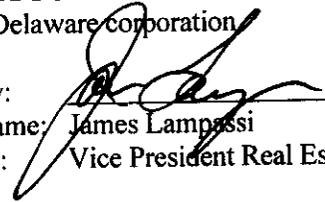
7 Name: Jason Crews

8 Its: Chief mgr

9
10 Date: 2/22/11

11
12
13 **TENANT:**

14 **PETCO ANIMAL SUPPLIES STORES, INC.**,
15 a Delaware corporation

16 By: 

17 Name: James Lampassi

18 Its: Vice President Real Estate

19
20 Date: March 2, 2011

ACKNOWLEDGMENT OF LANDLORD:

DK P BK 143 PG 193

State of Tennessee
County of Shelby) Ss

On this 22nd day of February, 2011, before me, the undersigned Notary Public in and for said County and State, personally appeared Jason Crews, as Chief Manager of Thompson & Crews Development, LLC, who executed the foregoing instrument on behalf of said for the purposes therein expressed. He/She is either personally known to me or () has produced identification, and () did or did not take an oath. In witness whereof, I have hereunto set my hand and official seal the day and year last above written.

(SEAL)



Mark E. Beutelschies
Notary Public Signature
Printed/Typed Name: Mark E. Beutelschies
My Commission Expires: _____
Commission Number: _____

ACKNOWLEDGEMENT OF TENANT:

State of California
County of San Diego

On March 2, 2011, before me, Marie Kidder, Notary Public personally appeared James J. Lampassi, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature Marie Kidder

(Seal)



EXHIBIT A-1
Legal Description

A legal description for a 10.029 acre tract being a part of Phase 2, Lot 17 (Plat Book 74, Page 31) and the Northeast Quarter of Section 32, Township 1 South, Range 6 West, Olive Branch, DeSoto County, Mississippi and being more particularly described as follows:

Commencing at the Northwest corner of Section 32; Thence S 83°08'47" E a distance of 2814.50 feet to the POINT OF BEGINNING, said point being the Northwest corner of Phase 2, Lot 17 (Plat Book 74, Page 31) and being on the North line of Lodging Lane (a private street with a 40' Ingress/Egress Easement); thence S 89°30'10" E a distance of 128.90 feet to a point; thence along a curve to the left, having an arc length of 53.06', a central angle of 90°04'26", a radius of 33.75', a chord distance of 47.76', and a chord bearing of N 45°27'36" E; thence N 00°25'22" E, a distance of 206.15 feet to a point; Thence S 89°33'48" E, a distance of 30.00 feet to a point; thence S 00°25'22" W a distance of 206.27 feet to a point; thence along a curve to the left, having an arc length of 52.97', a central angle of 89°55'32", a radius of 33.75', a chord distance of 47.70', and a chord bearing of S 44°32'24" E; thence S 89°30'10" E, a distance of 170.56 feet to a point; thence along a curve to the right, having an arc length of 18.23', a central angle of 06°57'51", a radius of 150.0', a chord distance of 18.22', and a chord bearing of S 87°08'12" E; thence S 06°16'51" W, a distance of 19.91 feet to a point; thence along a curve to the right, having an arc length of 72.58', a central angle of 31°49'56", a radius of 130.63', a chord distance of 71.65', and a chord bearing of S 67°34'59" E; thence S 51°39'09" E, a distance of 13.55 feet to a point; thence S 51°39'52" E, a distance of 361.82 feet to a point; thence along a curve to the right, having an arc length of 136.68', a central angle of 104°24'58", a radius of 75.0', a chord distance of 118.54', and a chord bearing of S 00°32'37" W; thence S 52°45'06" W, a distance of 211.40 feet to a point; thence S 37°14'54" E, a distance of 20.00 feet to a point; thence S 52°45'06" W, a distance of 96.56 feet to a point; thence along a curve to the right, having an arc length of 45.62', a central angle of 37°20'18", a radius of 70.0', a chord distance of 44.81', and a chord bearing of S 71°25'16" W; thence N 89°54'35" W, a distance of 1042.14 feet to a point; thence along a curve to the left, having an arc length of 30.65', a central angle of 50°06'08", a radius of 35.0', a chord distance of 29.68', and a chord bearing of S 64°58'37" W; thence S 39°55'33" E, a distance of 12.57 feet to a point on the North Right of Way of Crumpler Blvd. (68' R.O.W.); thence N 13°14'32" W, a distance of 92.42 feet to a point; thence S 89°54'43" E, a distance of 642.54 feet to a point; thence N 00°05'17" E, a distance of 573.64 feet to a point on the north R.O.W. line of Lodging Lane and the POINT OF BEGINNING and containing 436,861 sq. ft. or 10.029 acres, more or less.

Less the following Property Description:

Beginning at a point in the east line of Lot 3, Phase I Village Shops of Crumpler Place, said point being South 78°04'47" East 1974.75 feet of Olive Branch GIS Point #12. and in the north back of curb line of Lodging Lane; Thence with said back of curb line, South 89°30'10" East for 7.31 feet to a point; Thence along a curve with a radius of 24.02 feet and a chord bearing of South 75°12'02" East for an arc distance of 13.81 feet to a point; Thence South 89°58'24" East for 110.87 feet to a point; Thence along a curve with a radius of 35.38 feet and a chord bearing of North 43°21'05" East for an arc distance of 51.61 feet to a point; Thence North 00°12'19" East for 207.83 feet to a point in the south line of Goodman Road and in the east line of Lot 6, Phase 6 Village Shops of Crumpler Place; Thence South 89°33'48" East for 30 feet to a point in the west line of Lot 1, Phase II Village Shops of Crumpler Place; Thence South 00°08'50" West for 205.89 feet to a point; Thence along a curve with a radius of 33.29 feet and a chord bearing of

South $42^{\circ}32'23''$ East for an arc distance of 53.63 feet; Thence South $89^{\circ}31'52''$ East for 170.51 feet to a point; Thence along a curve with a radius of 708.18 feet and a chord bearing of South $87^{\circ}18'06''$ East for an arc distance of 16.74 feet; Thence South $06^{\circ}16'51''$ West for 19.19 feet to a point in the center of Lodging Lane at the southwest corner of Lot 2, Phase II Village Shops of Crumpler Place; Thence with said centerline and a curve with a radius of 130.0 feet and a chord bearing of South $67^{\circ}42'02''$ East for an arc distance of 73.01 feet; Thence South $51^{\circ}29'42''$ East for 250.71 to a point and the southeast corner of Lot 4, Phase II Village Shops of Crumpler Place; Thence North $38^{\circ}18'13''$ East for 20.55 feet to a point in the back of curb line of Lodging Lane; Thence South $51^{\circ}24'51''$ East for 125.08 feet to a point; Thence with a curve with a radius of 95.00 feet and a chord bearing of South $18^{\circ}14'41''$ East for an arc distance of 110.82 feet to a point and the southwest corner of Lot 1, Phase III Village Shops of Crumpler Place; Thence North $73^{\circ}27'22''$ West for 20.01 feet to a point in the centerline of Lodging Lane and the northeast corner of Lot 16, Phase III Village Shops of Crumpler Place; Thence with a curve having a 75.00 foot radius and a chord bearing of South $33^{\circ}46'51''$ West for an arc distance of 49.67 feet; Thence with said centerline, South $52^{\circ}45'06''$ West for 211.18 feet to a point in said centerline at the northwest corner of Lot 16, Phase III; thence South $40^{\circ}29'20''$ East for 19.85 feet to an iron pin found at the back of curb line; Thence South $52^{\circ}57'58''$ West for 96.53 feet to a point; Thence along a curve having a radius of 82.42 feet and a chord bearing of south $71^{\circ}28'51''$ West for an arc distance of 45.01 feet; Thence South $89^{\circ}59'44''$ West for 1042.38 feet to a point; Thence with a curve having a radius of 38.98 feet and chord bearing of South $66^{\circ}47'52''$ West for an arc distance of 29.67 feet to a point; Thence South $42^{\circ}52'00''$ West for 12.51 feet to a point in the east line of Crumpler Boulevard; Thence with said east line, North $43^{\circ}14'32''$ West for 91.77 feet to a point; Thence along the south line of Lot 3, Phase I Village Shops of Crumpler Place, South $89^{\circ}54'43''$ East for 642.54 feet to an iron pin found approximately 4.8 feet behind the back of curb line at the southeast corner of said Lot 3; Thence South $00^{\circ}05'17''$ West for 4.80 feet to a point in the back of curb line; Thence South $89^{\circ}58'38''$ East for 497.29 feet to a point; Thence along a curve having a radius of 44.76 feet and a chord bearing of North $71^{\circ}30'32''$ East for an arc distance of 19.20 feet to a point; Thence North $52^{\circ}59'43''$ East for 232.22 feet to a point; Thence North $49^{\circ}22'47''$ East for 85.75 feet to a point; Thence along a curve having a radius of 51.85 feet and chord bearing of North $06^{\circ}51'47''$ West for an arc distance of 92.58 feet to a point; Thence North $51^{\circ}37'20''$ West for 370.23 feet to a point; Thence along a curve having a radius of 103.44 feet and a chord bearing of North $67^{\circ}23'12''$ West for an arc distance of 60.28 feet to a point; Thence North $89^{\circ}56'52''$ West for 390.18 feet to a point; Thence along a curve having a radius of 24.39 feet and a chord bearing of South $62^{\circ}15'06''$ West for an arc distance of 23.70 feet to a point in the east line of Lot 3, Phase I Village Shops of Crumpler Place; Thence with said east line, North $00^{\circ}05'17''$ East for 54.36 feet to The Point of Beginning Containing 2.2695 Acres or 98,859.42 Square Feet. The intent of this description is to convey the ownership of Lodging Lane to the City of Olive Branch from the back of curb to the back of curb lines including that strip of land between Lot 3, Phase I and the back of curb line but excluding the east half of said road adjacent to Lots 2, 3 and 4 Phase II and the south half of said road adjacent to Lot 16, Phase III as these properties have ownership to the centerline of said road.