

## REAL ESTATE VALIDATION FORM

The following information is provided pursuant to Alabama Code §40-22-1, and is verified by the signature of Grantor below:

<b>Grantor's Name:</b>	<b>Gallant Lake LLC</b>	<b>Grantee's Name</b>	<b>D.R. Horton, Inc.-Birmingham</b>
<b>Mailing Address</b>	<b>120 Bishop Circle Pelham, AL 35124</b>	<b>Mailing Address:</b>	<b>2188 Parkway Lake Drive Hoover, AL 35244</b>
<b>Property Address:</b>	<b>Raw Land; Tax Parcel ID No.</b>	<b>Date of Sale:</b>	<b>October 19, 2017</b>
	<b>12-7-26-0-000-007.001</b>		
	<b>12-7-26-0-000-007.000</b>	<b>Purchase Price:</b>	<b>\$1,742,770.00</b>
	<b>12-7-26-2-001-001.000</b>		
	<b>12-7-26-0-000-010.001</b>		

This Instrument Prepared By:


Kelly Thrasher Fox, Esq.

Hand Arendall LLC

1801 5th Avenue North, Suite 400

Birmingham, AL 35203

(205) 324-4400

  
20171026000387770 1/5 \$1770.00  
Shelby Cnty Judge of Probate: AL  
10/26/2017 09:16:51 AM FILED/CERT

STATE OF ALABAMA  
COUNTY OF SHELBY

Shelby County, AL 10/26/2017  
State of Alabama  
Deed Tax: \$1743.00

## WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that **GALLANT LAKE LLC**, an Alabama limited liability company ("Grantor"), for and in consideration of One Million, Seven Hundred, Forty-Two Thousand, Seven Hundred Seventy and NO/100 Dollars (\$1,742,770.00) and other good and valuable consideration hereby acknowledged to have been paid to Grantor by **D.R. HORTON, INC. – BIRMINGHAM**, an Alabama corporation ("Grantee"), does, upon and subject to any and all conditions, covenants, easements, exceptions, limitations, reservations, and restrictions hereinafter contained, hereby **GRANT, BARGAIN, SELL and CONVEY** unto Grantee the following described real property lying and being situate in Shelby County, Alabama (the "Property"), to-wit:

### PARCEL 1

A parcel of land situated in Section 26, Township 20 South, Range 4 West, Shelby County, Alabama, being more particularly described as follows:

Begin at a 3" capped pipe at the SE corner of the SE 1/4 of the NW 1/4 of Section 26, Township 20 South, Range 4 West, Shelby County, Alabama; thence S 89°30'35" W along the south line of said 1/4-1/4 section a distance of 498.17 feet to a rebar capped EDG on the easterly right-of-way of Shelby County Highway 93; thence N 32°40'19" E leaving said 1/4-1/4 line and along said right-of-way a distance of 133.74 feet to a concrete monument at a point of non-tangent curve to the left having a central angle of 76°25'10" and a radius of 624.94 feet, said curve

subtended by a chord bearing N 10°05'22" W and a chord distance of 773.10 feet; thence along said right-of-way and the arc of said curve a distance of 833.53 feet to a concrete monument; thence N 49°03'37" W along said right-of-way a distance of 633.38 feet to a point on a curve to the right having a central angle of 88°53'25" and a radius of 205.00 feet, said curve subtended by a chord bearing N 86°30'30" E and a chord distance of 287.09 feet; thence leaving said right-of-way and along the arc of said curve a distance of 318.04 feet to a point; thence N 40°57'13" E a distance of 150.00 feet to a point; thence N 44°34'07" E a distance of 1001.99 feet to a point; thence N 0°32'57" W a distance of 392.86 to a rebar capped Arrington at the SW corner of Lot 23A of Resurvey of Lots 21, 22, and 23 Quail Ridge recorded in Map Book 39 Page 149 in the Office of the Judge of Shelby County, Alabama; thence N 78°23'01" E along the southern line of Lot 23A a distance of 316.32 feet to a rebar capped Arrington; thence N 40°20'20" E along the southeastern line of Lot 23A a distance of 105.24 feet to a rebar capped Arrington; thence N 88°58'31" E along the southern line of Lot 23A a distance of 73.24 feet to a rebar capped Arrington at the SW corner of Lot 24 of Quail Ridge as recorded in Map Book 22 Page 35 in said county and the north line of the NW 1/4 of the NE 1/4 of said section; thence N 89°27'30" E along the south line of Lots 24, 33, 34, and 35 and along the north line of said 1/4-1/4 section a distance of 841.84 feet to a 3" capped pipe at the NE corner of said 1/4-1/4 section; thence S 00°03'53" E a distance of 984.69 feet to a 3" capped pipe; thence S 0°02'02" W a distance of 346.98 feet to a 3" capped pipe at the SE corner of said 1/4-1/4 section; thence S 68°36'52" E a distanced of 1056.89 feet to a 1" open pipe on the northwesterly right-of-way of Shelby County Highway 13, said point being a point on a curve to the right having a central angle of 2°12'02" and a radius of 1392.39 feet, said curve subtended by a chord bearing S 74°41'29" W and a chord distance of 53.47 feet; thence along the arc of said curve and along said right-of-way a distance of 53.48 feet to a concrete monument; thence S 75°47'30" W along said right-of-way a distance of 1007.06 feet to a 1/2" rebar capped EDG at the point of curve to the left having a central angle of 39°26'42" and a radius of 878.48 feet, said curve subtended by a chord bearing S 56°04'09" W and a chord distance of 592.91 feet; thence along the arc of said curve and along said right-of-way a distance of 604.78 feet to a 1/2" rebar capped EDG; thence N 60°15'36" W leaving said right-of-way a distance of 309.55 feet to a axle; thence S 89°44'24" W a distance of 534.79 feet to a 1/2" rebar capped EDG on the east line of the SE 1/4 of the NW 1/4 of said section; thence S 0°06'04" E along said 1/4-1/4 line a distance of 516.94 feet to the POINT OF BEGINNING. Said parcel of land contains 94.74 acres, more or less.

## PARCEL 2

A parcel of land situated in the North 1/2 of the NW 1/4 of Section 26, Township 20 South, Range 4 West, Shelby County, Alabama, being more particularly described as follows:


BEGIN at a 1" bolt at the NW corner of the NE 1/4 of the NW 1/4 of Section 26, Township 20 South, Range 4 West, Shelby County, Alabama; thence N 89°16'47" E along the north line of said 1/4-1/4 section a distance of 306.18 feet to the centerline of Hurricane Creek; thence S 09°32'51" E leaving said 1/4-1/4 section line and along said centerline a distance of 8.75 feet to a point; thence S 03°55'40" E along said centerline a distance of 20.45 feet to a point; thence S 21°48'05" E along said centerline a distance of 5.20 feet to a point; thence; thence S 45°33'15" E along said centerline a distance of 13.00 feet to a point; thence S 51°08'06" E along said centerline a distance of 14.51 feet to a point; thence S 72°15'55" E along said centerline a distance of 14.82 feet to a point; thence S 39°38'34" E along said centerline a distance of 5.06 feet to a point; thence S 31°37'15" W leaving said centerline a distance of 608.65 feet to a point; thence S 74°08'38" W a distance of 114.49 feet to a point; thence N 08°01'43" W a distance of 190.50 feet to a point; thence N 48°23'34" W a distance of 399.86 feet to a point; thence S 89°25'02" W a distance of 507.19 feet to a point on the easterly right-of-way of Shelby County Hwy 93, said point also being a point on a non-tangent curve to the right having a central angle of 15°42'52" and a radius of 539.44 feet, said curve subtended by a chord bearing N 03°05'13" W and a chord distance of 147.49 feet; thence along the arc of said curve and along said right-of-way a distance of 147.95 feet to a rebar capped EDG on the north line of NW 1/4 of the NW 1/4 of said section; thence N 89°47'18" E leaving said right-of-way and long said north line a distance of 365.80 feet to a 1/2" rebar capped R Moore; thence N 89°06'48" E along the north line of said 1/4-1/4 section a distance of 555.36 feet to the POINT OF BEGINNING. Said parcel contains 7.74 acres, more or less.

Grantor's conveyance of the Property is subject to the Permitted Exceptions set forth in Exhibit A attached hereto and incorporated herein

TO HAVE AND TO HOLD the Property, together with all and singular, the rights, members, privileges, tenements, improvements, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining; subject, however, to the matters to which reference is hereinabove made, unto Grantee, and to the successors and assigns of Grantee, forever.

Grantor covenants to and with Grantee that, except as to the matters, exceptions and reservations above referred to, Grantor is lawfully seized of the Property, the same is free from other encumbrances, and that Grantor will, and Grantor's successors and assigns shall, forever warrant and defend the title to the Property, as herein conveyed, unto Grantee and Grantee's successors and assigns against the lawful claims of all persons whomsoever.

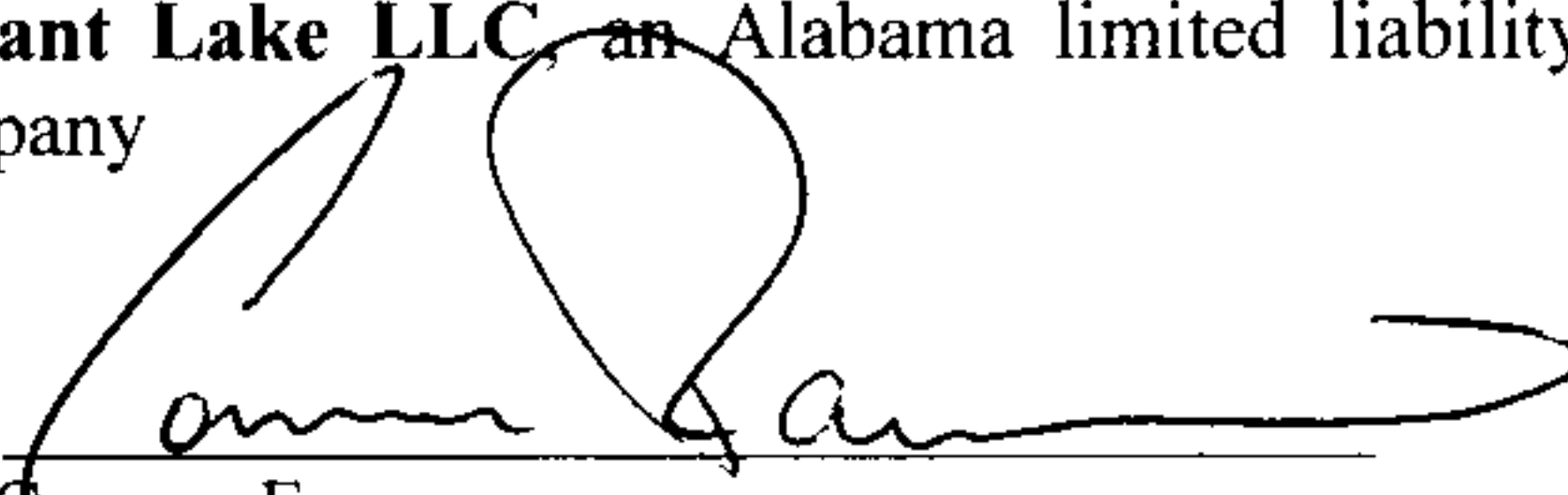
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IN WITNESS WHEREOF, Grantor has caused this Warranty Deed to be executed and delivered by and through its duly authorized representative effective as of the 19<sup>th</sup> day of October, 2017.

**Gallant Lake LLC**, an Alabama limited liability company

By:   
Connor Farmer  
As Its Member

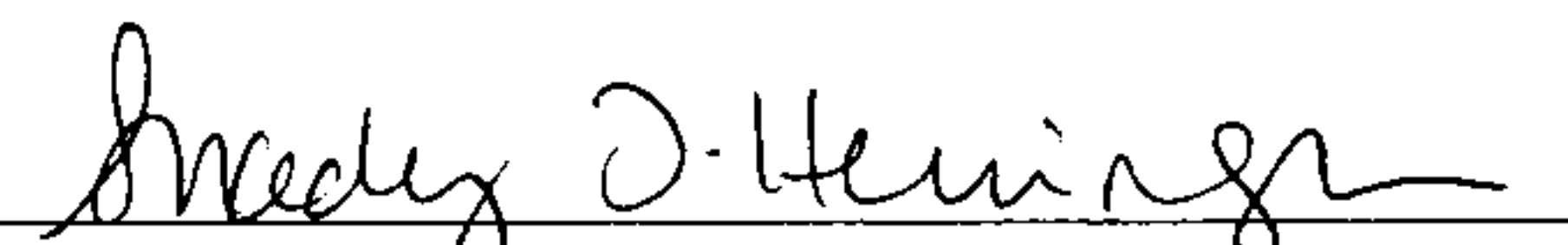
STATE OF ALABAMA  
COUNTY OF Shelby


I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that Connor Farmer, whose name as Member of Gallant Lake LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such Member and with full authority, executed the same voluntarily for and as the act of said entity on the day the same bears date.

Given under my hand and official seal on this the 24<sup>th</sup> day of October, 2017.

{SEAL}



  
NOTARY PUBLIC  
My Commission Expires: March 12, 2018

  
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**Exhibit A to Warranty Deed**  
**The Permitted Exceptions**

1. Taxes due in the year of 2018, a lien, but not yet payable, until October 1, 2018.
2. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to oil, gas, sand, limestone, and gravel in, on, and under subject property.
3. Less and except any part of subject property lying within any road right-of-way.
4. Agreement with respect to surface uses Lime Green between United States Steel Corporation and RGGS Land & Minerals Ltd. L.P. recorded in Instrument 20040323000148640.
5. Agreement to grant easements between United States Steel Corporation and RGGS Land & Minerals Ltd. L.P. as recorded in Instrument 20121205000464910.
6. Special Warranty Deed to Minerals Without Surface Rights as to Some Parcels from United States Steel Corporation to RGGS Land & Minerals Ltd. L.P. as recorded in Instrument 200403323000148620 and Instrument 200403323000148630.
7. Conveyance of minerals from United States Steel Corporation to RGGS Land & Minerals Ltd. L.P. as recorded in Instrument 20040323000148570 and Instrument 20040323000148560.
8. Easement as set forth in deed recorded in Instrument 1995-15891.
9. The following matters appearing on the survey of Rodney Keith Cunningham dated September 11<sup>th</sup> 2017 affecting subject property;
  - a.) Extension of power line in the Southeast corner.
  - b.) Extension of asphalt drive in the Southeast corner.
  - c.) Fence row meanderings referenced on the East side.
  - d.) 15 foot sewer easement along the West side.
  - e.) Encroachment of gravel drive and gate in the northwest corner.

