

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:

Grantor's Name:	Mallard Landing Development LLC	Grantee's Name	D.R. Horton, Inc.-Birmingham
Mailing Address	3360 Davey Allison Blvd. Hueytown, Alabama 35023	Mailing Address:	2188 Parkway Lake Drive Hoover, Alabama 35244
Property Address:	Lots 327-337, 339-341, 344-353, and 372-382, Mallard Landing Phase 3, Sector 2, Map Book 57, Pages 73A and 73B	Date of Sale:	October 5, 2023
		Purchase Price:	\$1,750,000

This Instrument Prepared By:
Kelly Thrasher Fox, Esq.
Hand Arendall Harrison Sale LLC
1801 5th Avenue North, Suite 400
Birmingham, AL 35203
(205) 324-4400

423 - 2350000361

STATE OF ALABAMA
COUNTY OF SHELBY

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that **MALLARD LANDING DEVELOPMENT, LLC**, an Alabama limited liability company ("Grantor"), for and in the consideration set forth above 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 Madison County, Alabama (the "Property"), to-wit:

LOTS 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 339, 340, 341, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381 and 382 ACCORDING TO THE FINAL PLAT OF MALLARD LANDING PHASE 3, SECTOR 2, AS RECORDED IN MAP BOOK 57, PAGES 73A AND 73B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

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.

{Remainder of Page Intentionally Left Blank}

IN WITNESS WHEREOF, Grantor has caused this Warranty Deed to be executed and delivered by and through its duly authorized representative effective as of October 5, 2023.

Mallard Landing Development, LLC, an Alabama limited liability company

By: 

Name: Jason E. Spinks

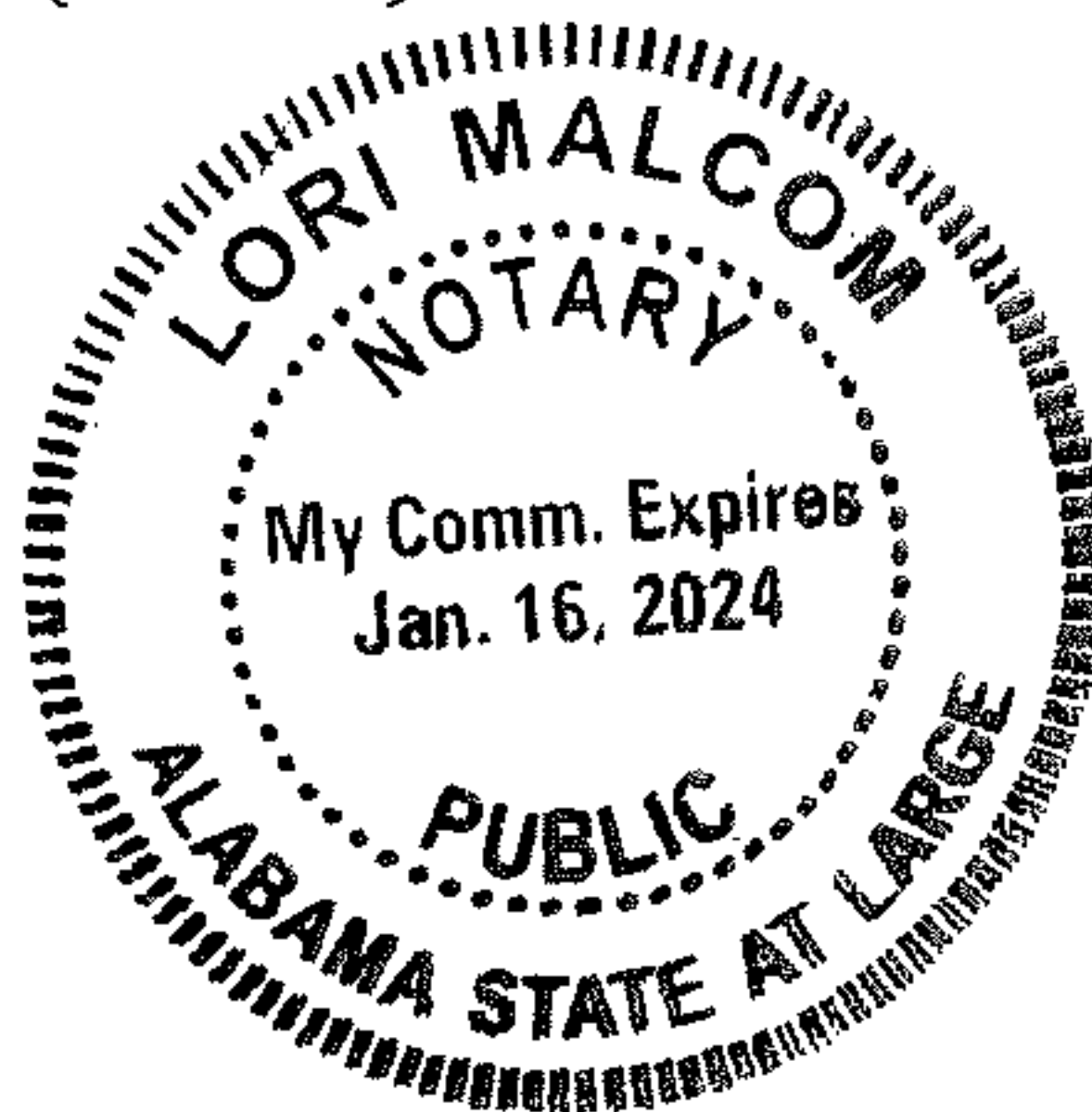
As Its: Managing Member

STATE OF ALABAMA :
COUNTY OF Shelby :

I, the undersigned Notary Public, in and for said State and said County, hereby certify that Jason E. Spinks, whose name as Managing Member of Mallard Landing Development, 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 said instrument, s/he, as such Managing Member and with full authority, executed the same voluntarily as and for the act of said limited liability company on the day the same bears date.

Given under my hand and official notarial seal this the 4th day of October, 2023.

{SEAL}




NOTARY PUBLIC

My Commission Expires: January 16 2024

Exhibit A to Warranty Deed
The Permitted Exceptions

1. Taxes for the year 2023 and subsequent years, not yet due and payable.
2. Any prior reservation or conveyance, together with the release of damages of mineral of every kind and character, including, but not limited to, oil, gas, sand and gravel, in on or under the subject property.
3. Building setback lines, easements and other matters set forth on Plat of said subdivision as recorded in Map Book 57 Pages 73A and 73B.
4. Right of Way to Southern Natural Gas Company recorded in Deed Volume 90, Page 431, in the Probate Office of Shelby County, Alabama.
5. Water Damage Easement recorded in Instrument 20050920000486550 in the Probate Office of Shelby County, Alabama.
6. Right of way to Shelby County, recorded in Deed Volume 211, page 607, in the Probate Office of Shelby County, Alabama.
7. Transmission Line Permit to Alabama Power Company recorded in Deed Volume 57, Page 373; Deed Volume 124, Page 543, Probate Office of Shelby County, Alabama.
8. Easement to Alabama Power Company recorded in Instrument 20200514000190790; Instrument 20200514000190800; 20230117000000000012380, Probate Office of Shelby County, Alabama.
9. Powers and provisions as set out in the Articles of Incorporation of Mallard Landing Residential Association, Inc., as recorded in Instrument 20191007000369260, in the Probate Office of Shelby County, Alabama, together with the By-Laws of said corporation as they currently exist and are from time to time amended.
10. Declaration of Protective Covenants for Mallard Landing as recorded in Instrument 20191007000369270, Amendment to Declaration as recorded in Instrument 20220225000080400; Supplementary Declaration Phase 2 as recorded in Instrument 20230324000083250; Supplementary Declaration Phase 3 Sector 1 as recorded in Instrument 20220225000080410; Supplementary Declaration Phase 3 Sector 2 as recorded in Instrument 20230307000063170; Supplementary Declaration Phase 3 Sector 2 as recorded in Instrument 20230324000083300, in the Probate Office of Shelby County, Alabama.

Page 1 of 2

ACTION BY UNANIMOUS WRITTEN CONSENT
IN LIEU OF A SPECIAL MEETING
OF THE MEMBERS AND MANAGERS OF
MALLARD LANDING DEVELOPMENT,
L.L.C.

The undersigned, constituting all the members and managing members (Collectively, the "Members") of Mallard Landing Development, L.L.C., an Alabama limited liability company (the "Company"), do hereby adopt the following resolutions and consent to the actions of this Company authorized and directed hereby:

WHEREAS, the Company owns that certain property located in Shelby County, Alabama, as more particularly described in Exhibit A attached hereto (the "Property"); and

WHEREAS, the company desires to sell all of its right, title, and interest in the Property to D.R. Horton (the "Buyer").

NOW THEREFORE, BE IT RESOLVED, that the Company is hereby authorized to sell all its right, title and interest in the Property in accordance with the terms and conditions of the Agreement; and

FURTHER RESOLVED, that Jason Spinks ("Authorized Agent"), as Authorized Agent of the Company, is authorized and directed to perform all such acts, sign all such agreements, instruments, documents, and other papers, to execute all such closing documents, transfers, easements, certificates, and conveyances (collectively, the "Sale Closing Documents"), and do all other matters and things on behalf of the Company, including the faithful performance by the Company of all agreements made in connection with the Agreement, which the Authorized Agent shall deem proper or desirable in connection with, the Agreement and the sale of the Property; and

FURTHER RESOLVED, that all acts and deeds to be done by the Authorized Agent of the Company, in connection with the sale of the Property for and on behalf of the Company in entering into, executing, acknowledging, delivering, or attesting any agreement, document, instrument, certificate, report, or schedule as contemplated in the foregoing resolutions or otherwise or in carrying out the terms and intentions of such resolutions are hereby ratified, confirmed and approved; and

FURTHER RESOLVED, to the extent the Authorized Agent of the Company has heretofore taken any actions contemplated by these resolutions, the same are hereby ratified, confirmed and approved; and

FURTHER RESOLVED, that all actions taken by Jason Spinks as Authorized Agent in connection with or contemplated by these resolutions are and shall be fully binding and valid without the requirement that any other manager sign or otherwise join the Sale Closing Documents or in such actions; and

FURTHER RESOLVED, that this Action by Unanimous Written Consent is to be placed with the minutes of the Company and the above resolutions are to be fully effective as if enacted at a special meeting of the Members duly called and held.

SIGNATURES APPEAR ON THE FOLLOWING PAGE.

Page 2 of 2

In witness whereof all of the Company's Members and Managing Members have hereunto set their hands and seals.

William B Cashion
02d307c

William B. Cashion

10-03-23

Date

Jason Spinks
2b2f4d0

Jason E. Spinks

10-03-23

Date



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/10/2023 11:24:57 AM
\$1787.00 JOANN
20231010000300870

Allie S. Bayl