

Prepared by and return to:

Kelly Thrasher Fox, Esq.
Hand Arendall Harrison Sale LLC
1801 Fifth Avenue North, Suite 400
Birmingham, AL 35203
205-502-0122

STATE OF ALABAMA
COUNTY OF SHELBY

Memorandum of Agreement

This Memorandum of Agreement (this “Memorandum”) is made and entered into by and between **D.R. Horton, Inc. – Birmingham**, an Alabama corporation (“Buyer”), and **Greenbriar, Ltd.**, an Alabama limited partnership (“Seller”).

Buyer and Seller have entered into that certain Lot Purchase Agreement dated as of April 18, 2023 (the “Agreement”), and relating to that certain real property located in Shelby County, Alabama and more particularly described on Exhibit “A” attached hereto (the “Property”).

Buyer and Seller are executing and recording this Memorandum in the public records of Shelby County, Alabama (the “Public Records”) to provide public notice of their respective obligations under the Agreement. The Property is owned by Seller and is subject to all terms of the Agreement, including, without limitation, Seller’s obligation to sell and convey the Property to Buyer.

Upon conveyance of Seller’s interest in the Property by Seller to Buyer pursuant to a written deed recorded in the Public Records, this Memorandum shall automatically be deemed to have terminated. Except as is provided in the foregoing sentence to the contrary, this Memorandum may be terminated only by a written notice of termination executed by Buyer and Seller and recorded in the Public Records.

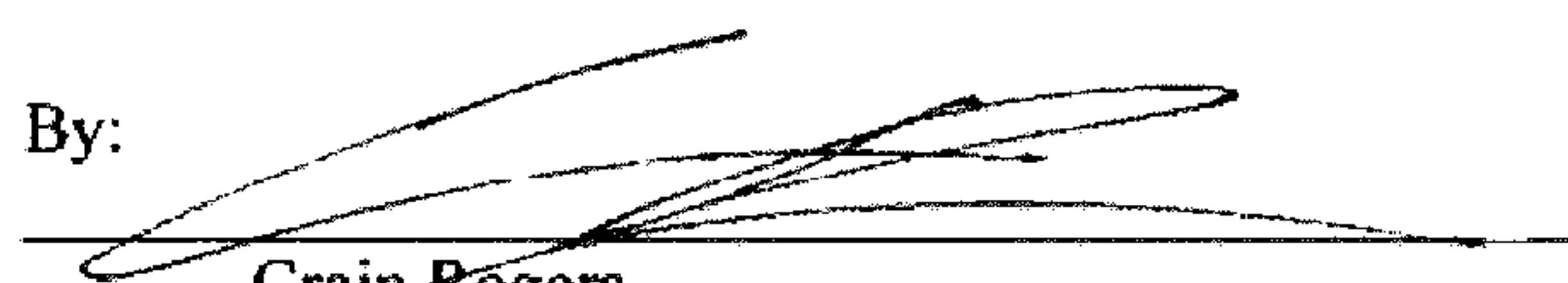
{Remainder of Page Intentionally Left Blank—Signatures Commence on Following Page}

In Witness Whereof, Buyer and Seller have caused this Memorandum to be executed by and through their respective duly authorized representatives.

BUYER:

D.R. Horton, Inc. – Birmingham, an Alabama corporation

By:

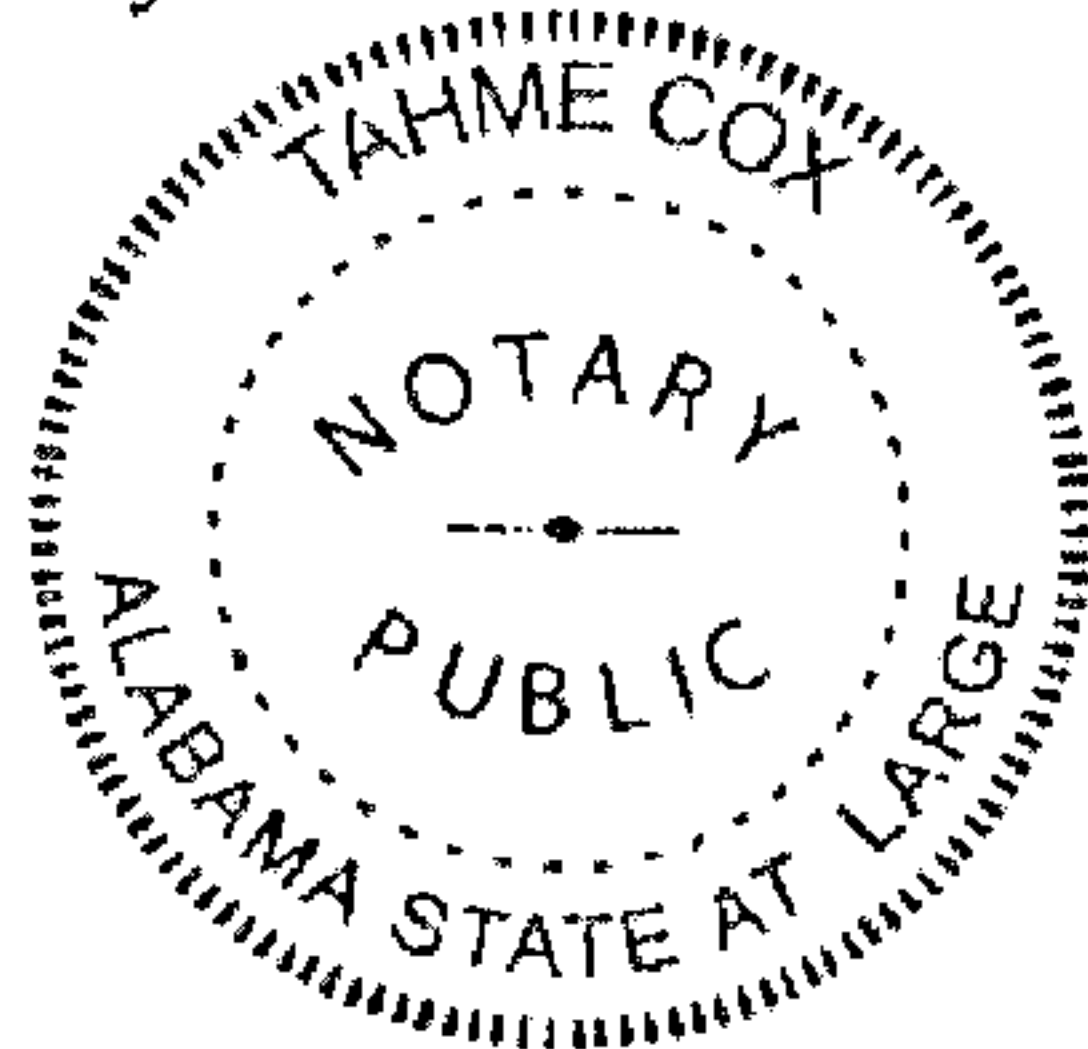

Crain Rogers
As Its City Manager


STATE OF ALABAMA
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Crain Rogers, whose name as City Manager of D.R. Horton, Inc. – Birmingham, an Alabama corporation, 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 officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 12 day of May, 2023.

{SEAL}




NOTARY PUBLIC
My Commission Expires: 8-21-2023

{Remainder of Page Intentionally Left Blank—Signatures Continue on Following Page}

SELLER:

Greenbriar Ltd., an Alabama limited partnership

By: Mary F. Roensch
Name: MARY F. ROENSCH
As Its: PRESIDENT, MANAGING GENERAL PARTNER
FARRIS MANAGEMENT CO., INC.

STATE OF ALABAMA
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that MARY F. ROENSCH, whose name as PRES., FARRIS MGMT CO., INC. of Greenbriar, Ltd, an Alabama limited partnership 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, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 9 day of May, 2023.

{SEAL}

Melanie S. Goodwin

NOTARY PUBLIC

My Commission Expires



Exhibit A
Legal Description of Land

STATE OF ALABAMA
SHELBY COUNTY

Commence at a 1" pipe in place being the Northwest corner of the Northeast one-fourth of the Southwest one-fourth of Section 3, Township 21 South, Range 3 East, Shelby County, Alabama, said point being the point of beginning. From this beginning point proceed South 88° 51' 13" East for a distance of 314.11 feet to a capped rebar in place (Farmer); thence proceed South 04° 49' 20" East for a distance of 174.71 feet (set ½" rebar CA-0114-LS), said point being located on the Northerly right-of-way of Cedar Grove Parkway; thence proceed South 85° 13' 18" West along the Northerly right-of-way of said road for a distance of 26.47 feet (set ½" rebar CA-0114-LS); thence proceed South 03° 30' 30" West for a distance of 298.20 feet to a capped rebar in place (Farmer); thence proceed North 84° 40' 46" West for a distance of 190.23 feet to a capped rebar in place (Farmer); thence proceed South 11° 50' 05" West for a distance of 239.13 feet to a capped rebar in place (Farmer); thence proceed North 64° 20' 21" West for a distance of 119.44 feet to a capped rebar in place (Farmer); thence proceed South 02° 38' 18" West for a distance of 160.05 feet to a capped rebar in place (Farmer); thence proceed South 87° 17' 50" East for a distance of 109.97 feet to a capped rebar in place (Farmer); thence proceed South 02° 37' 38" West for a distance of 362.34 feet (set ½" rebar CA-0114-LS); thence proceed South 02° 43' 00" East for a distance of 165.59 feet to a capped rebar in place (Farmer); thence proceed North 58° 35' 58" West for a distance of 425.93 feet to a capped rebar in place (Farmer); thence proceed South 81° 16' 15" West for a distance of 219.29 feet to a capped rebar in place (Farmer); thence proceed North 86° 32' 20" West for a distance of 414.11 feet to a capped rebar in place (Farmer), said point being located on the curvature of a concave curve left having an arc length of 280.87 feet and a radius of 575.00 feet; thence proceed Southeasterly along the curvature of said curve for a chord bearing and distance of South 52° 15' 35" East, 278.09 feet (set ½" rebar CA-0114-LS), said point being located on the Northerly right-of-way of Knightsbridge Road; thence proceed South 24° 00' 11" West for a distance of 50.08 feet (set ½" rebar CA-0114-LS) to a point on the Southerly right-of-way of said road; thence proceed Southeasterly along the Southerly right-of-way of said road and along the curvature of a concave curve right having an arc length of 51.89 feet and a radius of 375.00 feet for a chord bearing and distance of South 62° 01' 57" East, 51.85 feet to a capped rebar in place; thence proceed South 29° 42' 10" West for a distance of 196.46 feet (set ½" rebar CA-0114-LS) thence proceed North 58° 28' 55" West for a distance of 133.87 feet to a capped rebar in place (Farmer); thence proceed South 30° 54' 01" West for a distance of 320.56 feet (set ½" rebar CA-0114-LS); thence proceed North 58° 28' 13" West for a distance of 243.21 feet to a capped rebar in place (Farmer), said point being located on the West boundary of said Section 3, Township 21 South, Range 3 East, Shelby County, Alabama; thence proceed North 00° 45' 17" West along the West boundary of said Section 3 for a distance of 1459.85 feet to a capped rebar in place (CA 0237); thence proceed North 89° 18' 27" East for a distance of 330.59 feet to a capped rebar in place (Farmer); thence proceed North 21° 44' 59" East for a distance of 92.36 feet to a capped rebar in place (CA 0114); thence proceed South 88° 14' 29" East for a distance of 954.51 feet to a capped rebar in place (CA 0114); thence proceed North 00° 14' 24" East for a distance of 92.32 feet to the point of beginning.

The above described land is located in the Southwest one-fourth of the Southwest one-fourth, the Northwest one-fourth of the Southwest one-fourth and the Northeast one-fourth of the Southwest one-fourth of Section 3, Township 21 South, Range 3 East, Shelby County, Alabama and contains 41.12 acres.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/19/2023 11:23:53 AM
\$31.00 JOANN
20231019000309240

Allen S. Bayl