

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, L.L.C.	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 401-478 Mallard Landing Phase 4, Map Book 59, Pages 43A and 43B	Date of Sale:	February <u>15</u> , 2024
		Purchase Price:	\$4,680,000.00

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 - 235000036

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 Shelby County, Alabama (the "Property"), to-wit:

LOTS 401 THROUGH 478 OF MALLARD LANDING PHASE 4, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN MAP BOOK 59, PAGES 43A AND 43B, 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 February 14, 2024.

Mallard Landing Development, LLC, an Alabama limited liability company

By: 

Name: Jason E. Spinks

As Its: MANAGING Member

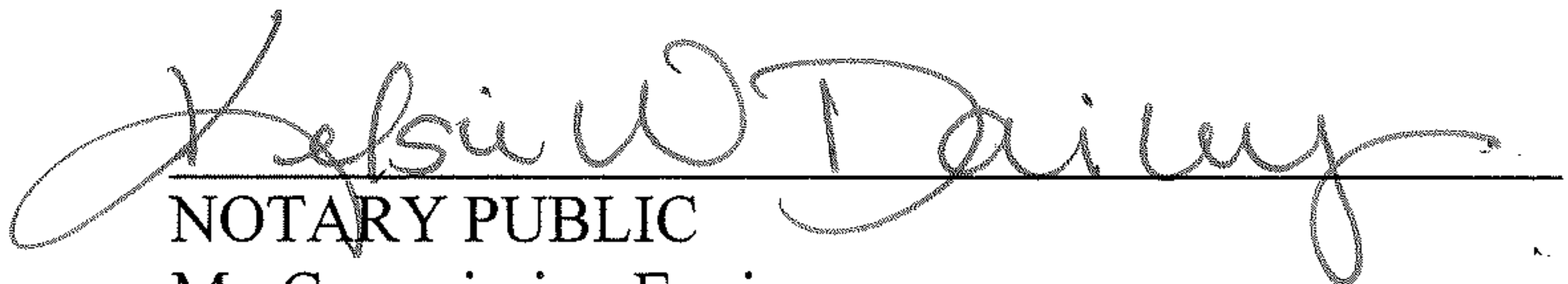
STATE OF ALABAMA :
COUNTY OF Jefferson:

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 14 day of February, 2024.

{SEAL}





NOTARY PUBLIC

My Commission Expires:

My Commission Expires
July 12, 2025



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/16/2024 02:09:15 PM
\$4711.00 JOANN
20240216000041350

Ann S. Byrd

Exhibit A to Warranty Deed
The Permitted Exceptions

1. Taxes for the year 2024 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. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges, and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights, including but not limited to gas, oil, sand and gravel, in, on and under subject property as set forth in Deeds recorded as Instrument No. 20060714000341300; Instrument No. 20060714000341290; Instrument No. 20060714000341310 and Instrument No. 20061205000589960.
4. Minimum Building setback lines, easements, notes and/or restrictions as set forth on Plat of Mallard Landing Phase 4 as recorded in Map Book 59 Pages 43A and 43B.
5. Grant of Easement for Underground Facilities within a Subdivision as recorded at Instrument Number 20230804000235500.
6. Declaration of Protective Covenants for Mallard Landing, A Residential Subdivision, as recorded at Instrument No. 20191007000369270, as amended by Amendment to the Declaration of Protective Covenants for Mallard Landing, A Residential Subdivision, as recorded at Instrument No. 202202250000804000, further amended by Supplementary Declaration to the Declaration of Covenants, Conditions and Restrictions for Mallard Landing, a Residential Subdivision; Phase 3, Sector 1 as recorded at Instrument No. 20220225000080410, further amended by Supplementary Declaration to the Declaration of Covenants, Conditions and Restrictions for Mallard Landing, a Residential Subdivision; Phase 3, Sector 2 as recorded at Instrument No. 20230307000063170; further amended by Supplementary Declaration to The Declaration of Covenants, Conditions and Restrictions for Mallard Landing, a Residential Subdivision; Phase 3 Sector 2 as recorded at Instrument No. 20230324000083300, further amended by Supplementary Declaration to the Declaration of Covenants, Conditions and Restrictions for Mallard Landing, a residential subdivision; Phase 2 as recorded at Instrument No. 20230324000083250; and further amended by Supplementary Declaration to the Declaration of Covenants, Conditions and Restrictions for Mallard Landing, a Residential Subdivision; Phase IV as recorded at Instrument No. 20240125000019670.
7. Subject to Articles of Incorporation of Mallard Landing Residential Association, Inc., as recorded in Instrument No. 20191007000369260.