

Prepared by and return to:

Kelly Thrasher Fox, Esq.
Hand Arendall Harrison Sale LLC
1801 5th Avenue North, Suite 400
Birmingham, AL 35203
205-502-4400

STATE OF ALABAMA
COUNTY OF SHELBY

Memorandum of Agreement
(Mallard Landing – Phase 2)

This Memorandum of Agreement (this “Memorandum”) is made and entered into by and between **D.R. Horton, Inc. – Birmingham**, an Alabama corporation (“Buyer”), and **Mallard Landing Development, LLC**, an Alabama limited liability company (“Seller”).

Buyer and Seller have entered into that certain Lot Purchase Agreement (the “Agreement”) 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.

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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

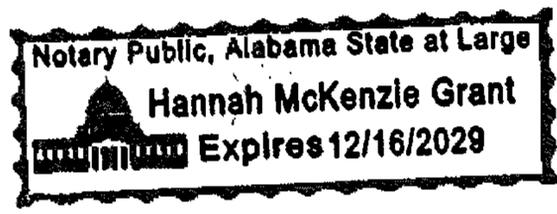
By: 
Name: Steven French
As Its: City manager

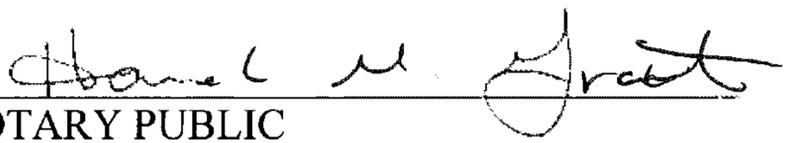
STATE OF ALABAMA
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Steven French, 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, 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 27 day of March, 2026.

{SEAL}




NOTARY PUBLIC
My Commission Expires: 12/16/2029

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SELLER:

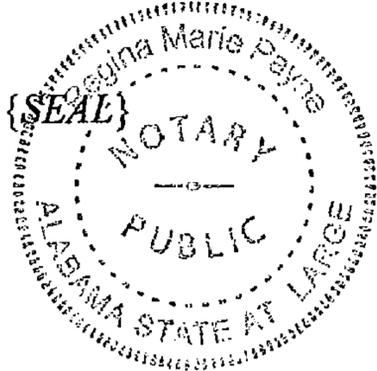
Mallard Landing Development, LLC, an Alabama limited liability company

By: 
Name: Jason E. Spinks
As Its: President

STATE OF ALABAMA
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jason Spinks, whose name as President 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 such instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 6th day of January, 2026.



Regina Marie Payne
NOTARY PUBLIC
My Commission Expires: 4-4-26

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Exhibit A
Legal Description

LOTS 1001, 1062, 1063, 1064, 1065, 1073, 1074, 1075, 1080, 1081, 1082, 1083, 1084 AND 1085, MALLARD LANDING PHASE II THE RIDGES ACCORDING TO THE FINAL PLAT THEREOF AS RECORDED IN MAP BOOK 57, PAGES 68A THROUGH 68E, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
03/30/2026 09:20:36 AM
\$31.00 KELSEY
20260330000089500

Allie S. Bayl