


THIS INSTRUMENT PREPARED BY:
Denise W. Killebrew
Baker, Donelson, Bearman, Caldwell & Berkowitz
420 North 20th Street, Suite 1400
Birmingham, Alabama 35203-5202

Send Tax Notice To:
Dominion South Oak, LLC
1200 Corporate Drive, Suite 225
Birmingham, Alabama 35242

STATE OF ALABAMA)
)
COUNTY OF SHELBY)


20200805000334280 1/15 \$77.00
Shelby Cnty Judge of Probate, AL
08/05/2020 03:19:30 PM FILED/CERT

AMENDED AND RESTATED STATUTORY WARRANTY DEED

RECITALS

WHEREAS, James Corley Parsons and Jason Thomas Parsons, as Personal Representatives of the Estate of James T. Parsons, deceased, Probate Case #PR2019-000733, Shelby County, Alabama, the Trustee of the James T. Parsons Management Trust dated August 15, 1999, sole beneficiary, and as the Trustees and sole beneficiaries of the South Oak Trust (hereinafter referred to collectively and individually as the "**Grantor**"), and Dominion South Oak, LLC, a Delaware limited liability company (hereinafter referred to as the "**Grantee**") are parties to a Statutory Warranty Deed dated the 27th day of March, 2020 and recorded in the Office of the Probate Judge of Shelby County as Instrument No. **20200330000124950** (the "**Original Deed**");

WHEREAS, title to a portion of subject property was vested in Loring S Jones, III as Trustee of the South Oak Trust;

WHEREAS, Loring S Jones resigned as Trustee and an Amended and Restated South Oak Trust Agreement was entered into on January 21, 2001 with Bobbie Jo Parsons and James T Parsons as Grantors and Trustees;

WHEREAS; the Amended and Restated South Oak Trust Agreement was further amended on February 10, 2015

WHEREAS; the Amended and Restated South Oak Trust Agreement provides that upon the death of the Grantors, the trust estate was to distribute equally to the Trustees of the James T. Parsons Management Trust dated August 15, 1999 and to the Trustees of the Bobbie Jo Parsons Management Trust dated August 15, 1999;

WHEREAS; H.B. Lee Jr. and Ken Wallis are the named Trustees of the James T. Parsons Management Trust dated August 15, 1999, as amended and H.B. Lee Jr., Ken Wallis and John

Chapman, are the named Trustees of the Bobbie Jo Parsons Management Trust dated August 15, 1999 as amended;

WHEREAS; the James T. Parsons Management Trust dated August 15, 1999 is also the sole beneficiary of the estate of James T. Parsons, deceased, Probate Case #PR2019-000733, Shelby County, Alabama;

WHEREAS, deed recording tax was paid with the recording of the Original Deed;

WHEREAS, the parties wish to amend and to restate the Original Deed in order to provide for a more accurate and complete description of the property conveyed and have the named trustees execute said deed, and to state that James T. Parsons, was the surviving grantee of the deed recorded in Instrument No. 1995-36670, Bobbie Jo Parsons having died on or about February 13, 2015.

NOW THEREFORE, the Grantor and the Grantee hereby agree to amend and to restate the Original Deed in its entirety as follows:

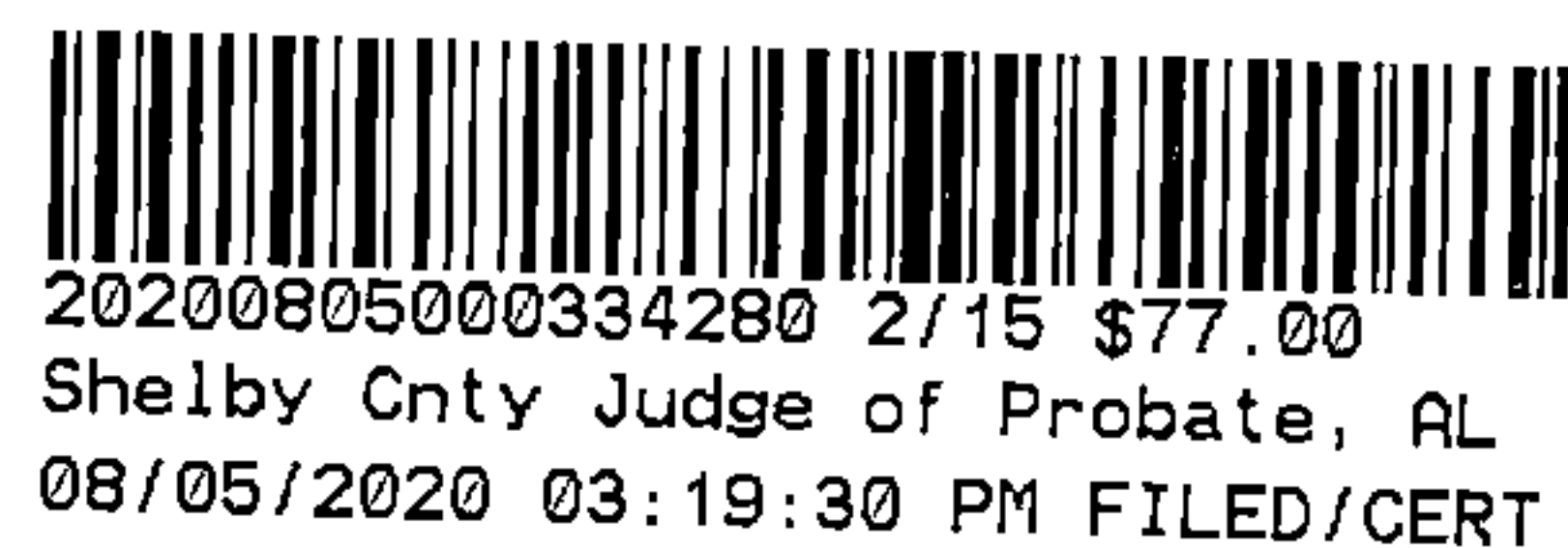
THIS IS AN AMENDED AND RESTATED STATUTORY WARRANTY DEED executed and delivered this 5th day of August, 2020, by James Corley Parsons and Jason Thomas Parsons, as Personal Representatives of the Estate of James T. Parsons, deceased, Probate Case #PR2019-000733, Shelby County, Alabama; H. B. Lee Jr., and Ken Wallis, Trustees of the James T. Parsons Management Trust dated August 15, 1999, beneficiary of the South Oak Trust and of the estate of James T. Parsons, deceased, Probate Case #PR2019-000733, Shelby County, Alabama and H.B. Lee Jr., Ken Wallis and John Chapman, as the Trustees of the Bobbie Jo Parsons Management Trust dated August 15, 1999 as amended, beneficiary of the South Oak Trust (hereinafter referred to collectively and individually as the "**Grantor**"), to Dominion South Oak, LLC, a Delaware limited liability company (hereinafter referred to as the "**Grantee**").

KNOW ALL PERSONS BY THESE PRESENTS:

That in consideration of the sum of One Hundred and 00/100 Dollars (\$100.00) in hand paid by Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, each Grantor does by these presents grant, bargain, sell and convey unto Grantee each of their respective interests in that certain real property situated in Shelby County, Alabama, as more particularly described on Exhibit A attached hereto and incorporated herein (the "**Property**");

TOGETHER WITH an easement and right of ingress and egress and any other needed access to all of the property shown on Exhibit B for purposes of engaging in any all customary pre-development activities, including, without limitation, surveying, engineering and other diligence activities.

TOGETHER WITH all appurtenances thereto belonging or in anywise appertaining and all right, title and interest of Grantor in and to all roads, alleys and ways bounding the Property, together with any reversionary interests therein.

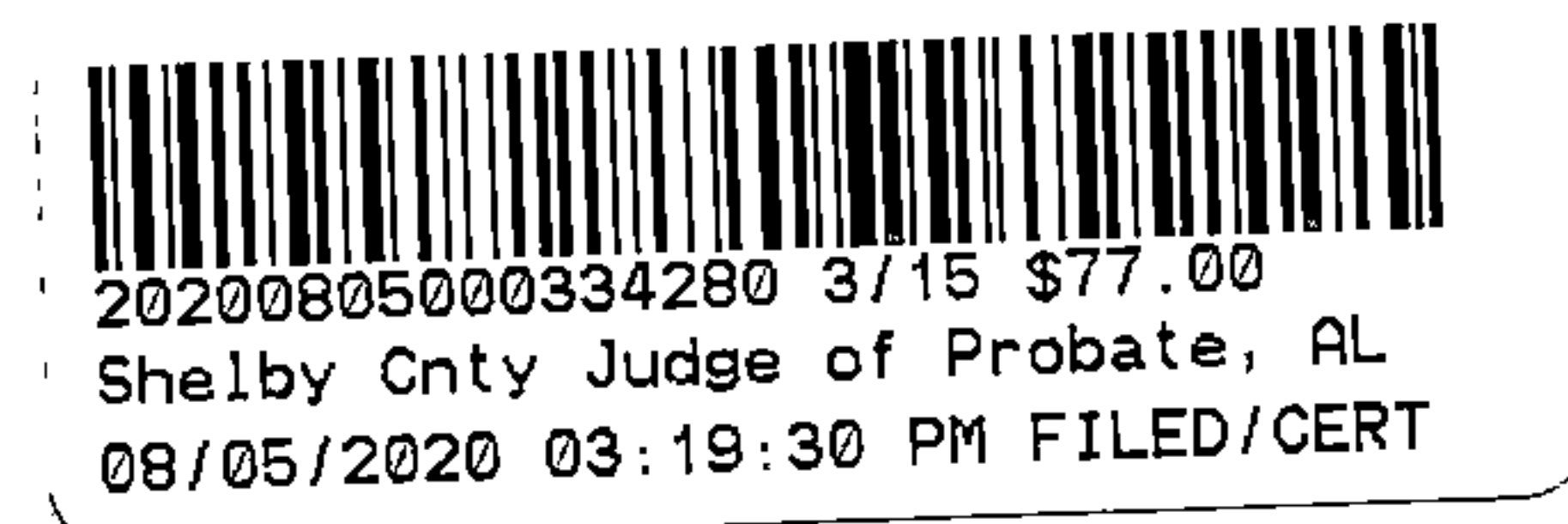


This conveyance is subject to those matters set forth on Exhibit C attached hereto.

TO HAVE AND TO HOLD, to the said Grantee, its successors and assigns forever.

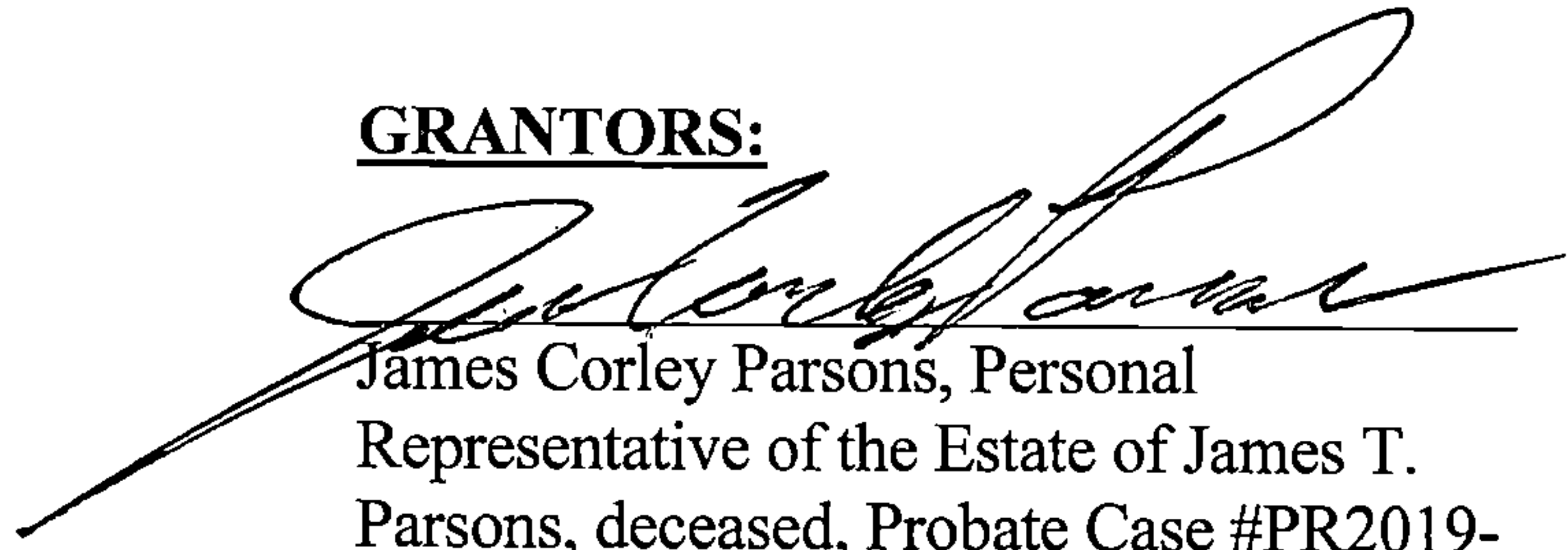
Grantor does for themselves, their heirs and assigns, covenant with Grantee, its successors and assigns, that Grantor, themselves, their heirs and assigns, shall warrant and defend the same to Grantee, its successors and assigns, forever, against the lawful claims (unless otherwise noted above) of all persons claiming by, through, or under Grantor, but not further or otherwise.

[Signature appears on following page.]



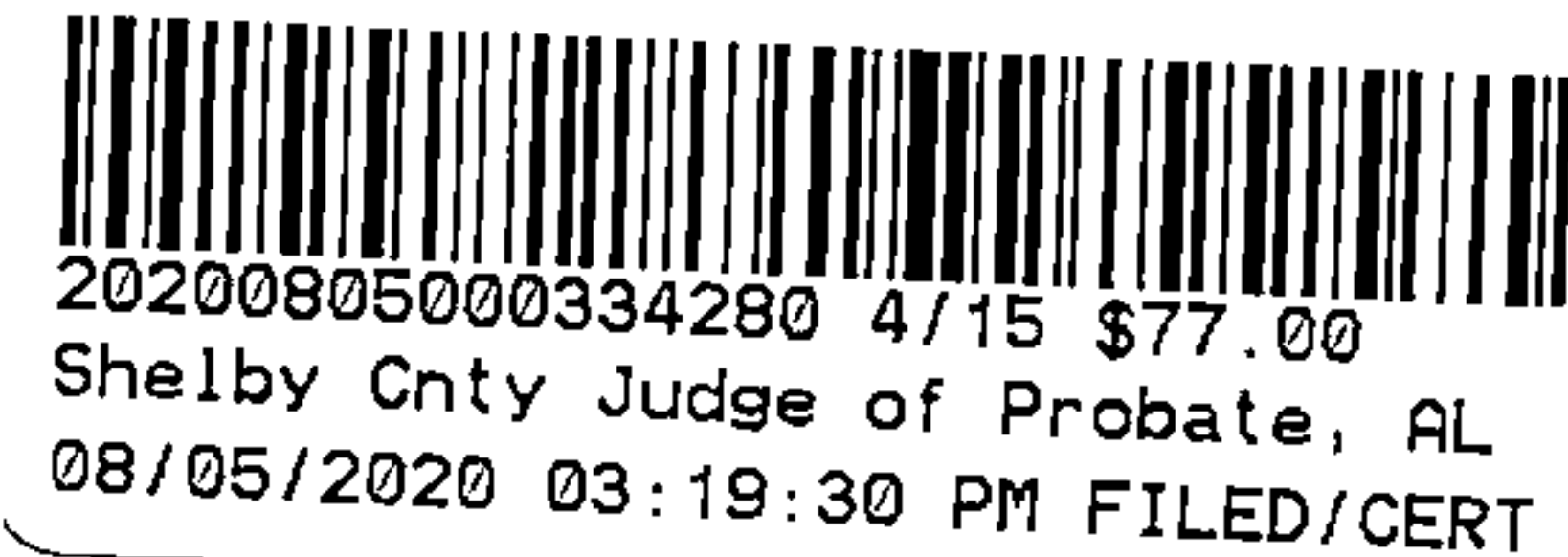
IN WITNESS WHEREOF, the Grantor has caused this Amended and Restated Statutory Warranty Deed to be executed as of the date first written above.

GRANTORS:


James Corley Parsons, Personal
Representative of the Estate of James T.
Parsons, deceased, Probate Case #PR2019-
000733, Shelby County, Alabama

STATE OF ALABAMA)

SHELBY COUNTY)



I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that James Corley Parsons, Personal Representative of the Estate of James T. Parsons, deceased, Probate Case #PR2019-000733, Shelby County, Alabama, is signed the foregoing Amended and Restated Statutory Warranty Deed and who is known to me, acknowledged before me on this day that, being informed of the contents of said Amended and Restated Statutory Warranty Deed, he, in his capacity as such Personal Representative and with full authority, executed the same voluntarily for and as the act of said Estate, on the day the same bears date.

Given under my hand and seal this the 29th day of July, 2020.



Notary Public

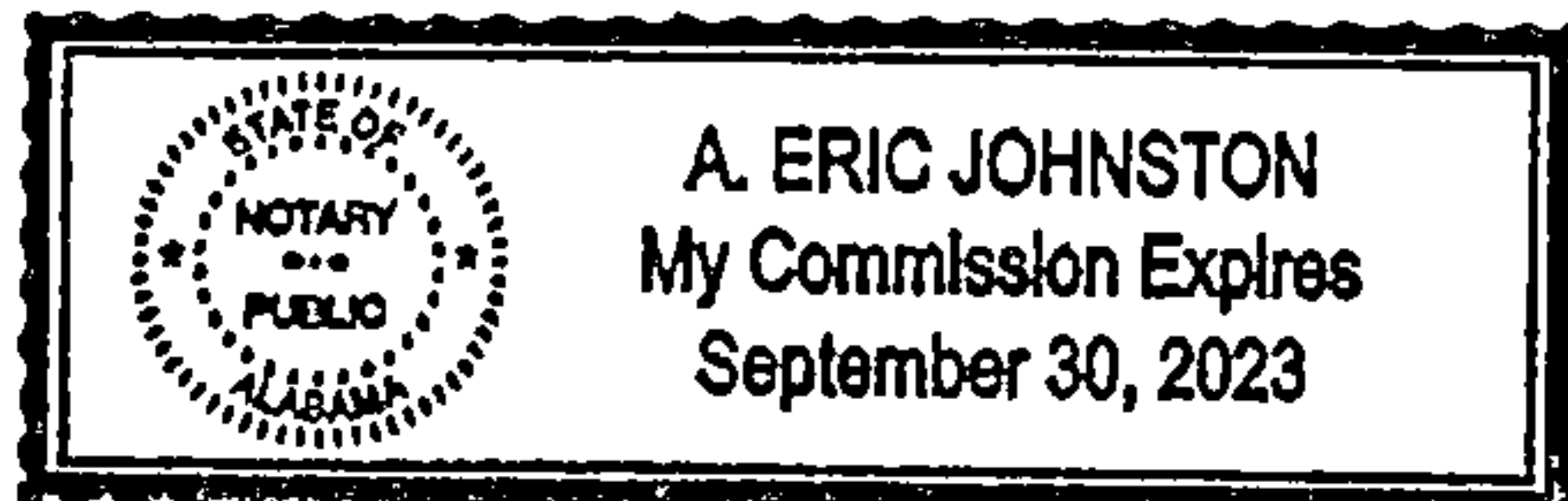
Print Name: _____

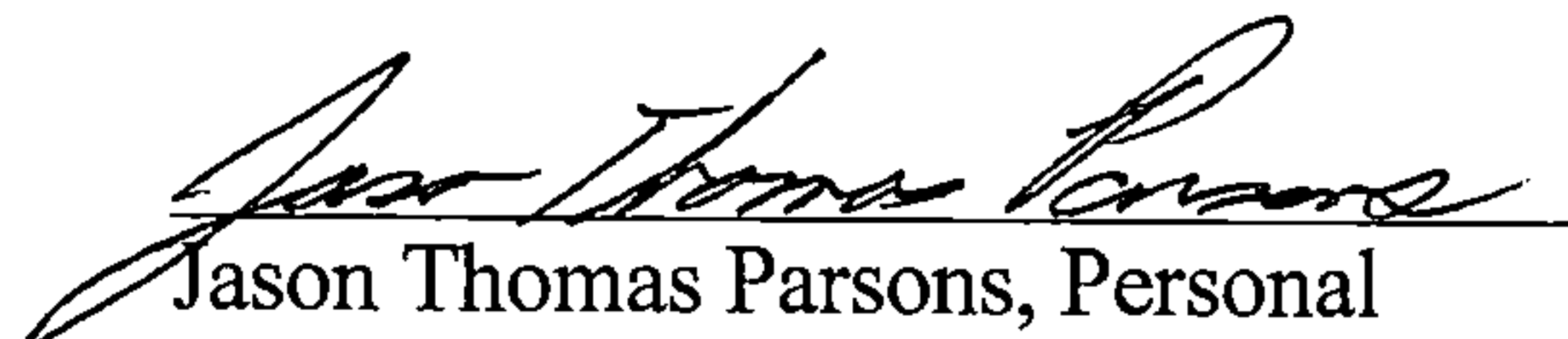
A. Eric Johnston

My Commission Expires: _____

9.30.2023

[NOTARIAL SEAL]




Jason Thomas Parsons, Personal
Representative of the Estate of James T.
Parsons, deceased, Probate Case #PR2019-
000733, Shelby County, Alabama

STATE OF ALABAMA)

SHELBY COUNTY)



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Shelby Cnty Judge of Probate, AL
08/05/2020 03:19:30 PM FILED/CERT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jason Thomas Parsons, Personal Representative of the Estate of James T. Parsons, deceased, Probate Case #PR2019-000733, Shelby County, Alabama, is signed to the foregoing Amended and Restated Statutory Warranty Deed and who is known to me, acknowledged before me on this day that, being informed of the contents of said Amended and Restated Statutory Warranty Deed, he, in his capacity as such Personal Representative and with full authority, executed the same voluntarily for and as the act of said Estate, on the day the same bears date.

Given under my hand and seal this the 29th day of July, 2020.



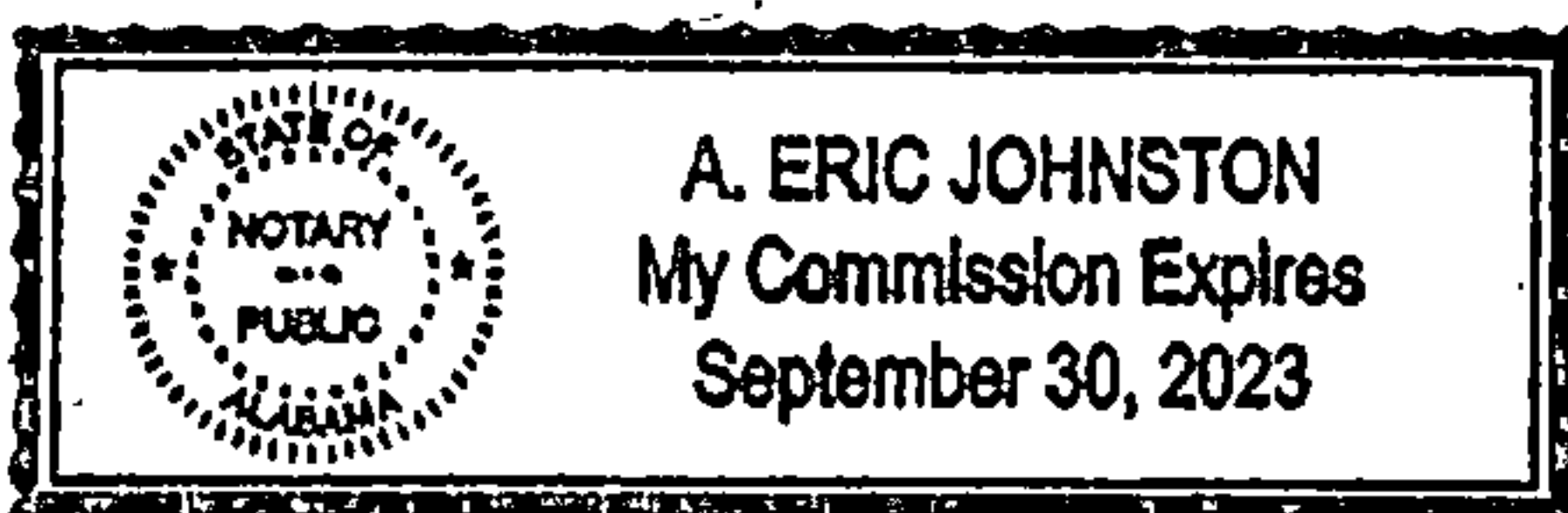
Notary Public


Print Name: _____

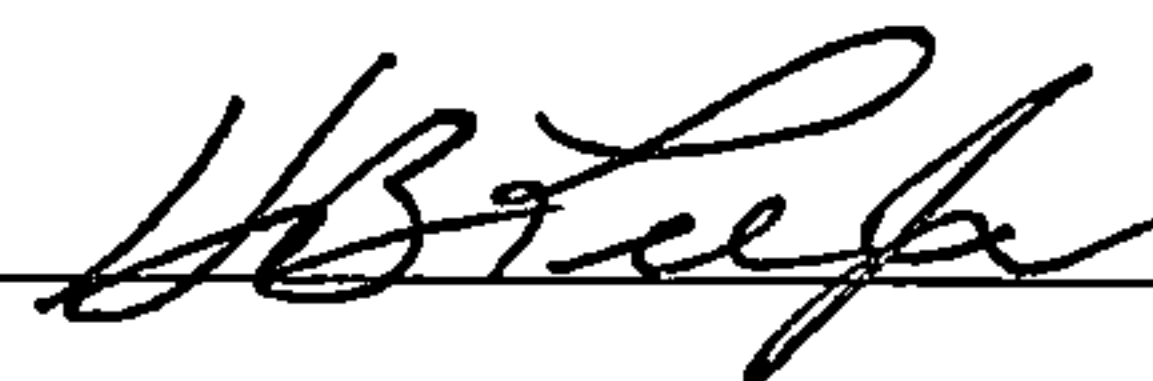
A. Eric Johnston

My Commission Expires: 9.30.2023

[NOTARIAL SEAL]

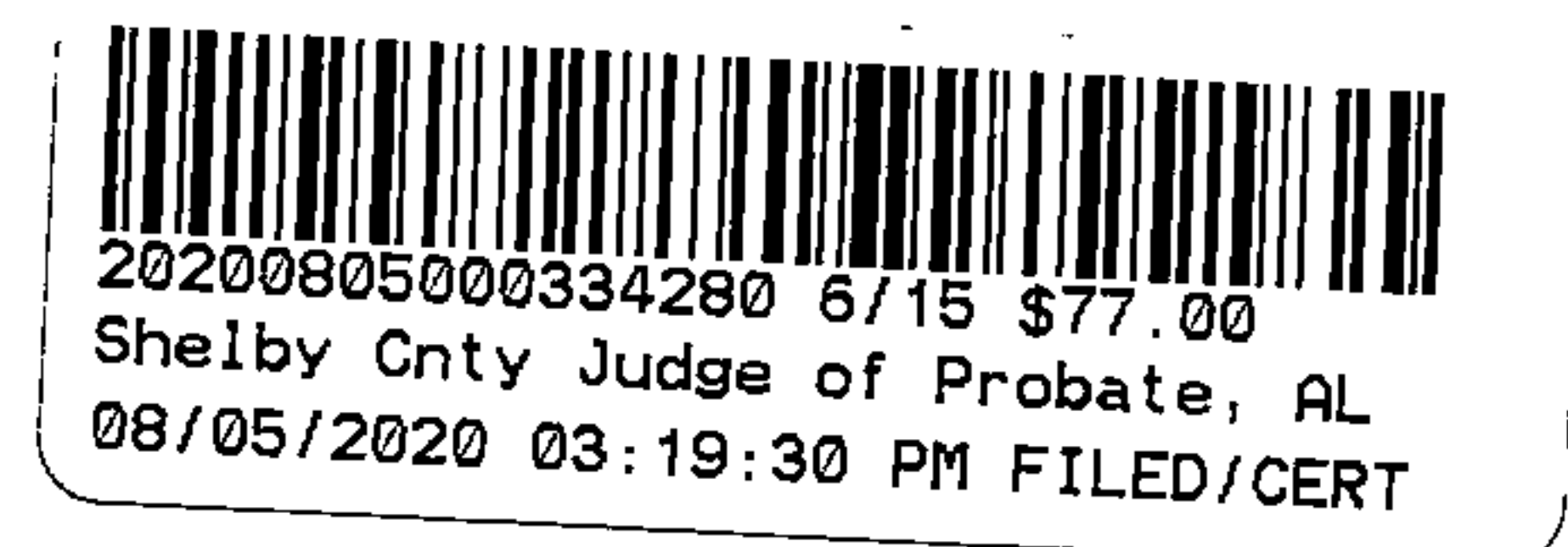



H. B. Lee, Jr., Trustee of the James T. Parsons
Management Trust dated August 15, 1999


H. B. Lee, Jr., Trustee of the Bobbie Jo
Parsons Management Trust dated August 15,
1999

STATE OF ALABAMA)

SHELBY COUNTY)



I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that H. B. Lee Jr., as Trustee of the James T. Parsons Management Trust, dated August 15, 1999, and as Trustee of the Bobbie Jo Parsons Management Trust, dated August 15, 1999, Shelby County, Alabama, whose name is signed to the foregoing Amended and Restated Statutory Warranty Deed and who is known to me, acknowledged before me on this day that, being informed of the contents of said Amended and Restated Statutory Warranty Deed, he, in his capacity as such and Trustee and with full authority, executed the same voluntarily for and as the act of said Estate and Trust, on the day the same bears date.

Given under my hand and seal this the 29th day of July, 2020.


Notary Public

Print Name: A. ERIC JOHNSTON

My Commission Expires: 9.30.2023

[NOTARIAL SEAL]



Ken Wallis


Ken Wallis, Trustee of the James T. Parsons
Management Trust dated August 15, 1999

Ken Wallis

Ken Wallis, Trustee of the Bobbie Jo Parsons
Management Trust dated August 15, 1999

STATE OF ALABAMA)

SHELBY COUNTY)


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Shelby Cnty Judge of Probate, AL
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I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Ken Wallis, as Trustee of the James T. Parsons Management Trust, dated August 15, 1999, and as Trustee of the Bobbie Jo Parsons Management Trust, dated August 15, 1999, Shelby County, Alabama, whose name is signed to the foregoing Amended and Restated Statutory Warranty Deed and who is known to me, acknowledged before me on this day that, being informed of the contents of said Amended and Restated Statutory Warranty Deed, he, in his capacity as such and Trustee and with full authority, executed the same voluntarily for and as the act of said Estate and Trust, on the day the same bears date.

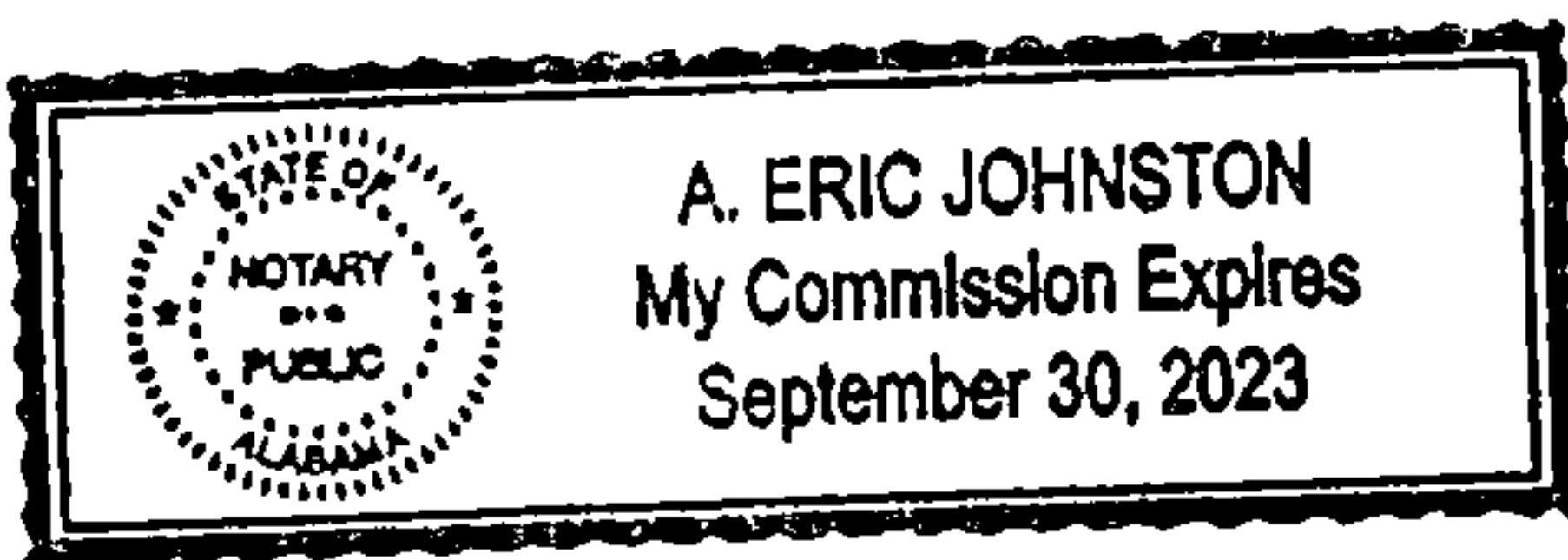
Given under my hand and seal this the 3rd day of August, 2020.

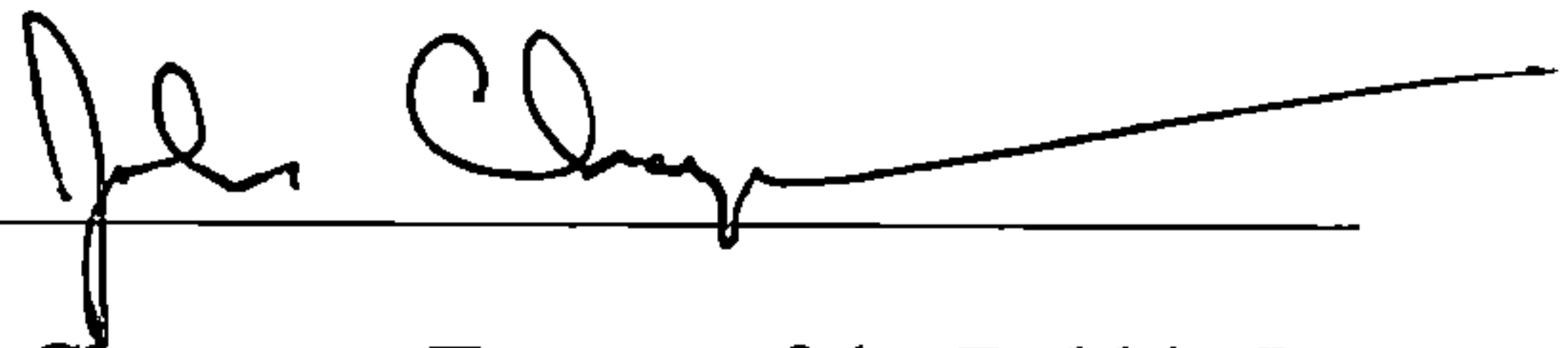
A. Eric Johnston
Notary Public

Print Name: A. ERIC JOHNSTON

My Commission Expires: 9.30.23

[NOTARIAL SEAL]





John Chapman, Trustee of the Bobbie Jo
Parsons Management Trust dated August 15,
1999

STATE OF ALABAMA)

SHELBY COUNTY)



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Shelby Cnty Judge of Probate, AL
08/05/2020 03:19:30 PM FILED/CERT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that John Chapman, as Trustee of the Bobbie Jo Parsons Management Trust, dated August 15, 1999, Shelby County, Alabama, whose name is signed to the foregoing Amended and Restated Statutory Warranty Deed and who is known to me, acknowledged before me on this day that, being informed of the contents of said Amended and Restated Statutory Warranty Deed, he, in his capacity as such and Trustee and with full authority, executed the same voluntarily for and as the act of said Estate and Trust, on the day the same bears date.

Given under my hand and seal this the 29th day of July 2020.



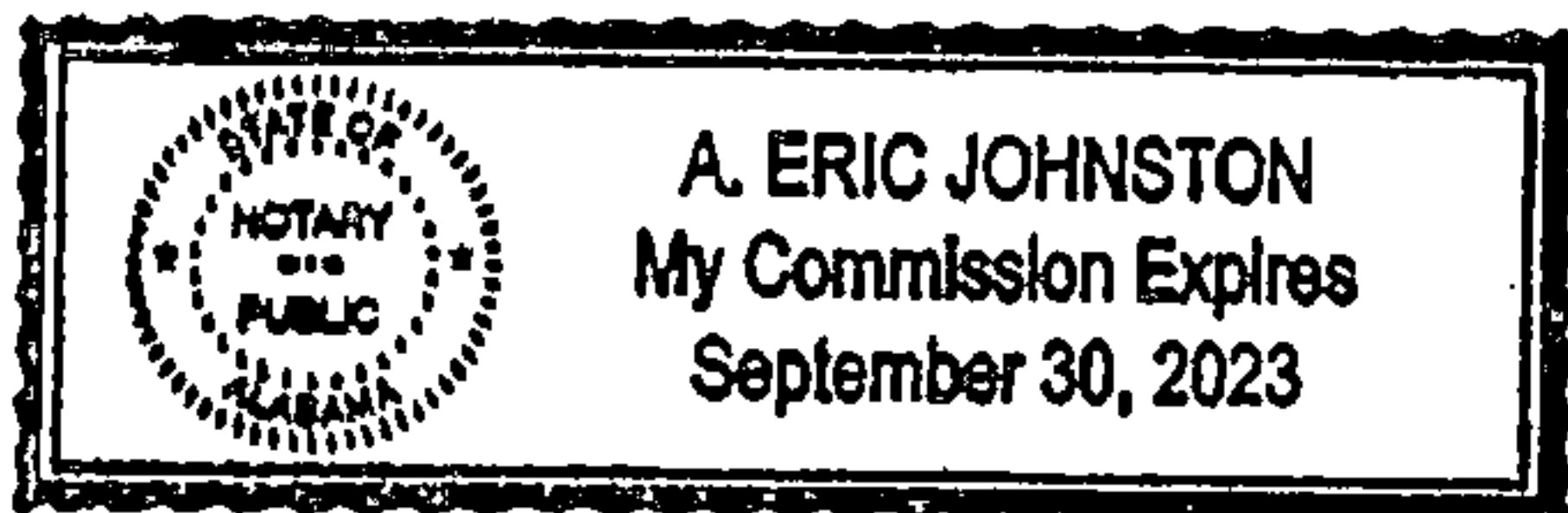
Notary Public

Print Name: _____

A. ERIC JOHNSTON

My Commission Expires: 9.30.2023

[NOTARIAL SEAL]



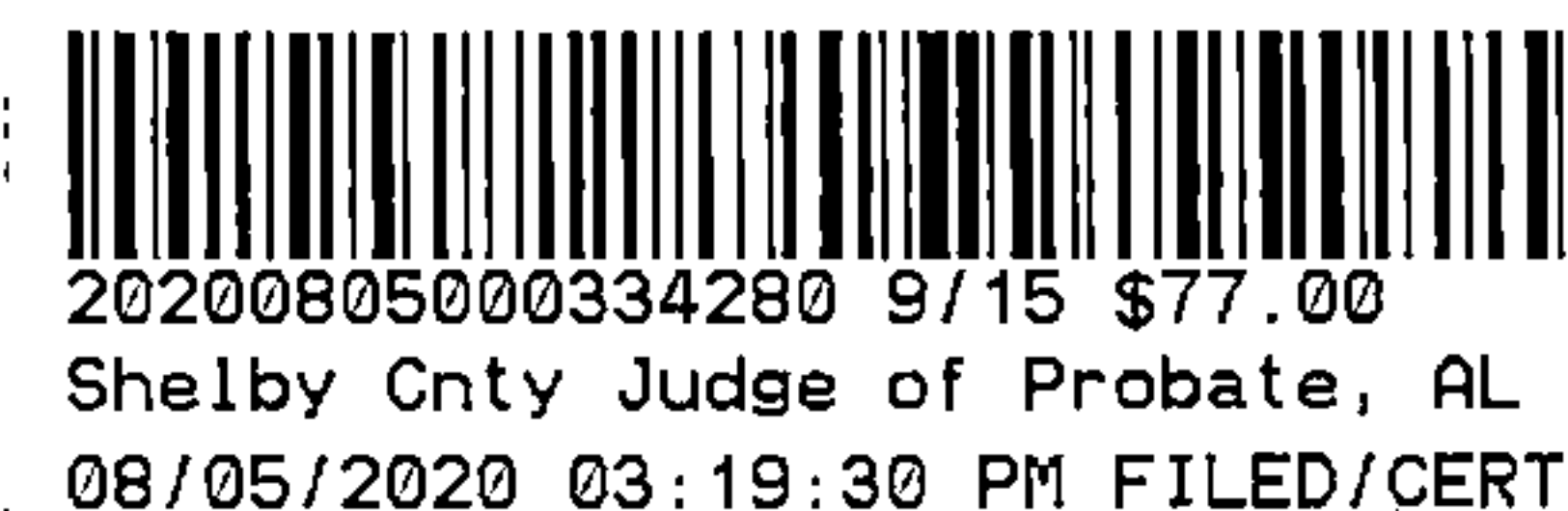
GRANTEE:

Dominion South Oak, LLC,
a Delaware limited liability company

By: *Allan Worthington*
Name: ALLAN WORTHINGTON
Its: AUTHORIZED AGENT

STATE OF ALABAMA)

SHELBY COUNTY)



I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that ALLAN WORTHINGTON as AUTHORIZED AGENT of Dominion South Oak, LLC, a Delaware limited liability company, is signed to the foregoing Amended and Restated Statutory Warranty Deed and who is known to me, acknowledged before me on this day that, being informed of the contents of said Amended and Restated Statutory Warranty Deed, he, in his capacity as such GRANTEE and with full authority, executed the same voluntarily for and as the act of said limited liability company, on the day the same bears date.

Given under my hand and seal this the 3rd day of AUGUST, 2020.

Amber Martin Hagood
Notary Public

[NOTARIAL SEAL]

My Commission Expires:

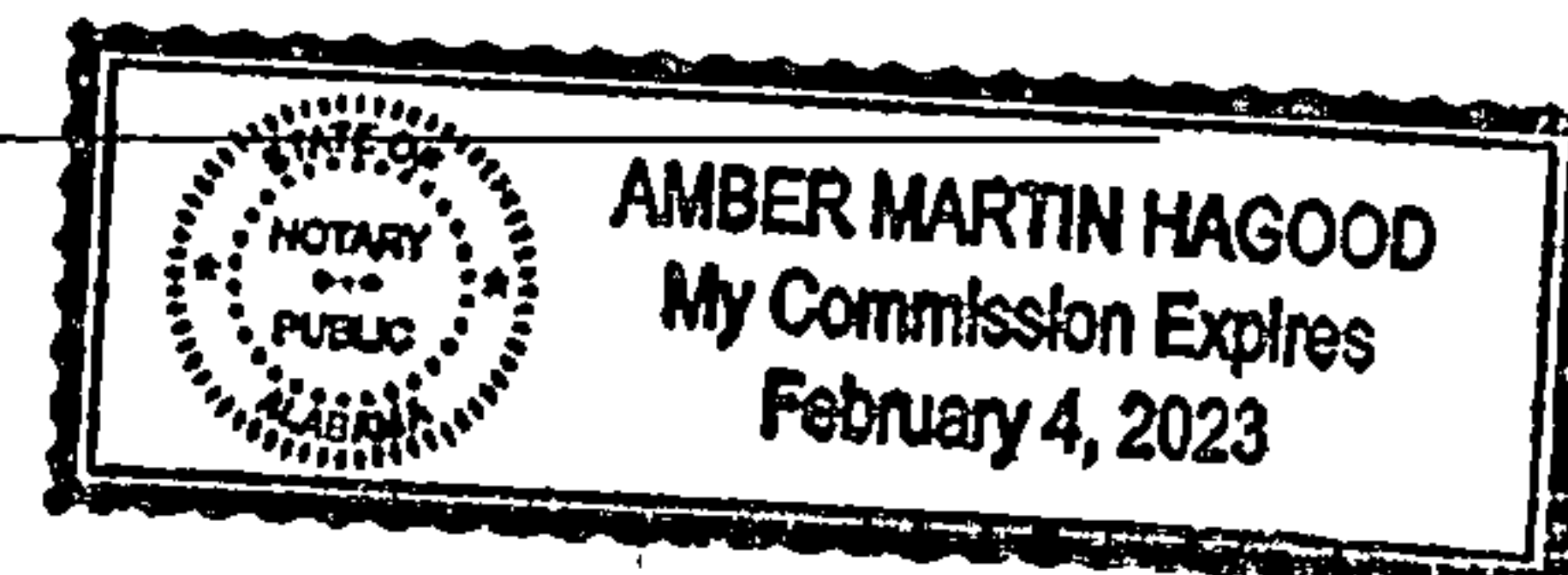


EXHIBIT A

LEGAL DESCRIPTION

Part of Parcel 1 according to the South Oak Trust Subdivision as recorded in MB 15, PG 56, and Lots 1 and 2 according to the Parson's South Oak Subdivision as recorded in MB 40, PG 48 and acreage, all situated in the South 1/2 of Section 23 and the North 1/2 of Section 26 all in Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

COMMENCE at a 3" capped pipe locally accepted as the Northeast Corner of Section 23, Township 18 South, Range 1 West, said point also being the Northwestern corner of Lot 11 of The Shires IV & Resurvey of Lot 16 Ph II as recorded in MB 42 PG 126; thence along the Westerly line of said Lot 11 in a Southerly direction for a distance of 532.99' to an iron (Sain) at the Northwestern corner of Lot 10 of The Shires Ph III Sec. 1 as recorded in MB 18 PG 35; thence with a deflection angle of 00°00'48" to the Right, proceed Southerly along the West line of Lot 10, Lot 9, Lot 8 and Lot 7A of said subdivision for a distance of 998.06' to a rebar at the Northwestern corner of Lot 6 of The Shires as recorded in MB 12 PG; thence with a deflection angle of 00°00'13" to the Right, proceed Southerly along the West line of Lot 6 and Lot 5 of said subdivision for a distance of 634.29' to a rebar at the Northwestern corner of Lot 1 of the Aycock Subdivision as recorded in MB 36 PG 109; thence with a deflection angle of 00°04'51" to the Left, proceed Southerly along the West line of said Lot 1 for a distance of 590.86' to a 2.5" capped pipe at the Southwesterly corner of said Lot 1 and also lying on the Northwestern right of way margin of Shelby County Highway #41; thence with a deflection angle of 44°35'54" to the Right, proceed Southwesterly along the said right of way margin for a distance of 893.30' to a concrete marker, said point lying at the beginning of a non-tangent curve bearing to the left, said curve having a radius of 11152.65', and a central angle of 05°40'18"; thence with a deflection angle of 00°10'31" to the right to the tangent of said curve, proceed along said right of way margin and along the arc of said curve for 1104.01' to the POINT OF BEGINNING; thence with a compound curve turning to the left with a radius of 11152.65', and central angle of 03°14'54", with an arc length of 632.28'; thence with a deflection angle of 00°02'32" to the right from the tangent of said curve, proceed Southwesterly along said right of way margin for a distance of 2912.50' to an iron (AEC) on the Northeasterly corner of Common Area CA-4 of Brock Point Phase 2A as recorded in MB 48 PG 70; thence leaving said right of way margin with a deflection angle of 108°07'52" to the Right, proceed Northwesterly along the Northerly line of said Common Area CA-4 for a distance of 52.66' to an iron (Weygand); thence with a deflection angle of 34°08'10" to the Right, proceed Northwesterly along the Northeasterly line of said Common Area CA-4 for a distance of 93.78' to a point; thence with a deflection angle of 51°47'39" to the Left, proceed Northwesterly along the Northeasterly line of said Common area and Lot 35 for a distance of 289.83' to an iron (AEC), being the Easternmost corner of Lot 36; thence with a deflection angle of 00°50'26" to the Left, proceed Northwesterly along the Northeasterly line of said Lot 36 for a distance of 153.78' to an iron (AEC), being the Easternmost corner of Lot 37; thence with a deflection angle of 00°00'18" to the right, proceed Northwesterly along the Northeasterly line of said Lot 37 for a distance of 130.09' to an iron (AEC), being the Easternmost corner of Lot 38; thence with a deflection angle of 00°05'49" to

the Right, proceed Northwesterly along the Northeasterly line of said Lot 38 for a distance of 98.41' to a crimp iron; thence with a deflection angle of 07°31'29" to the Left, proceed Northwesterly along the Northeasterly line of said Lot 38 and Lot 39 for a distance of 185.34' to an iron (AEC), being the Easternmost corner of Lot 40; thence with a deflection angle of 00°05'02" to the Right, proceed Northwesterly along the Northeasterly line of said Lot 40 for a distance of 129.99' to an iron (AEC), being the Easternmost corner of Lot 41; thence with a deflection angle of 00°02'29" to the Left, proceed Northwesterly along the Northeasterly line of Lot 41 and Lot 42 for a distance of 260.03' to an iron (AEC), being the Easternmost corner of Lot 43; thence with a deflection angle of 00°04'33" to the Right, proceed Northwesterly along the Northeasterly line of said Lot 43 for a distance of 130.02' to an iron (AEC), being the Easternmost corner of Lot 44; thence with a deflection angle of 00°07'45" to the Right, proceed Northwesterly along the Northeasterly line of said Lot 44 for a distance of 107.02' to an iron (rebar); thence with a deflection angle of 22°29'44" to the Left, proceed Westerly along the Northerly line of Lot 44 for a distance of 113.82' to an iron (rebar), being the Northeasterly corner of Lot 45; thence with a deflection angle of 00°17'35" to the Right, proceed Westerly along the Northerly line of Lot 45 for a distance of 193.20' to an iron (AEC), being the Northeasterly corner of Lot 46; thence with a deflection angle of 00°06'17" to the Left, proceed Westerly along the Northerly line of Lot 46 for a distance of 159.21' to a rebar; thence with a deflection angle of 54°27'01" to the Left, proceed Southwesterly along the Northwesterly line of said Lot 46 for a distance of 54.74' to an iron (AEC), being the Northernmost corner of Lot 47 of Brock Point Phase 1B as recorded in MB 47 PG 43; thence with a deflection angle of 00°09'19" to the Right, proceed Southwesterly along the Northwesterly line of said Lot 47 for a distance of 150.33' to an open pipe, being the Northeasterly corner of POND C of The Crest at Greystone 1st Addition as recorded in MB 19 PG 52; thence with a deflection angle of 138°59'32" to the Right, proceed Northwesterly along the Easterly line of the Pond C and Lot 15 for a distance of 455.49' to a rail spike; thence with a deflection angle of 39°57'39" to the Right continue along the Easterly line of Lot 15 and Lot 14 for a distance of 412.08' to an iron (Weygand), being the Southerly corner of Lot 14 of The Crest at Greystone 2nd Addition as recorded in MB 19 PG 53; thence with a deflection angle of 00°00'33" to the Right, continue along the easterly line of Lot 14, Lot 13 and Lot 12 of said subdivision for a distance of 750.73' to an iron (JAH), being the Southerly corner of Lot 11 of A Resurvey of Lot 10A of the Crest at Greystone 2nd Addition as recorded in MB 35 PG 74; thence with a deflection angle of 00°01'41" to the Right, proceed along the Easterly line of said Lot 11 for a distance of 250.21' to a iron, said iron being the Southerly corner of Lot 9A of A Resurvey of Lot 9 and 10 of the Crest at Greystone 2nd Addition as recorded in MB 37 PG 142; thence with a deflection angle of 00°01'13" to the Left, proceed along the Easterly line of said Lot 9A for a distance of 500.35' to an iron (SSI), being the Southernmost corner of Lot 8 of The Crest at Greystone 2nd Addition as recorded in MB 19 PG 53; thence continue along an extension of the previous line and along the Southeasterly line of said Lot 8 for a distance of 394.35' to an iron; thence continue along an extension of the previous line in a Northeasterly direction for a distance of 261.59'; thence with a deflection angle of 107°30'35" to the Right in a Southeasterly direction for a distance of 673.90'; thence with a deflection angle of 37°59'23" to the Left in a Southeasterly direction for a distance of 187.23'; thence with a deflection angle of 74°22'59" to the Left in a Northeasterly direction for a distance of 263.11'; thence with a deflection angle of 72°46'56" to the Right in a Southeasterly direction for a distance of 343.83'; thence with a deflection angle of 66°31'05" to the Left in a

Northeasterly direction for a distance of 279.66'; thence with a deflection angle of 09°49'13" to the right in a Northeasterly direction for a distance of 325.99'; thence with a deflection angle of 10°18'33" to the Right in a Northeasterly direction for a distance of 528.49'; thence with a deflection angle of 78°43'54" to the Right in a Southeasterly direction for a distance of 607.51' and to the POINT OF BEGINNING.

LESS AND EXCPET Lot 3 according to the survey of Parson's Southoak Subdivision as recorded in the Office of the Judge of Probate Shelby County, Alabama in Map Book 40, Page 48.

Said parcel having an area of 139.24 Acres, more or less.

All recorded documents reference the recording information from the Office of the Judge of Probate Shelby County, Alabama

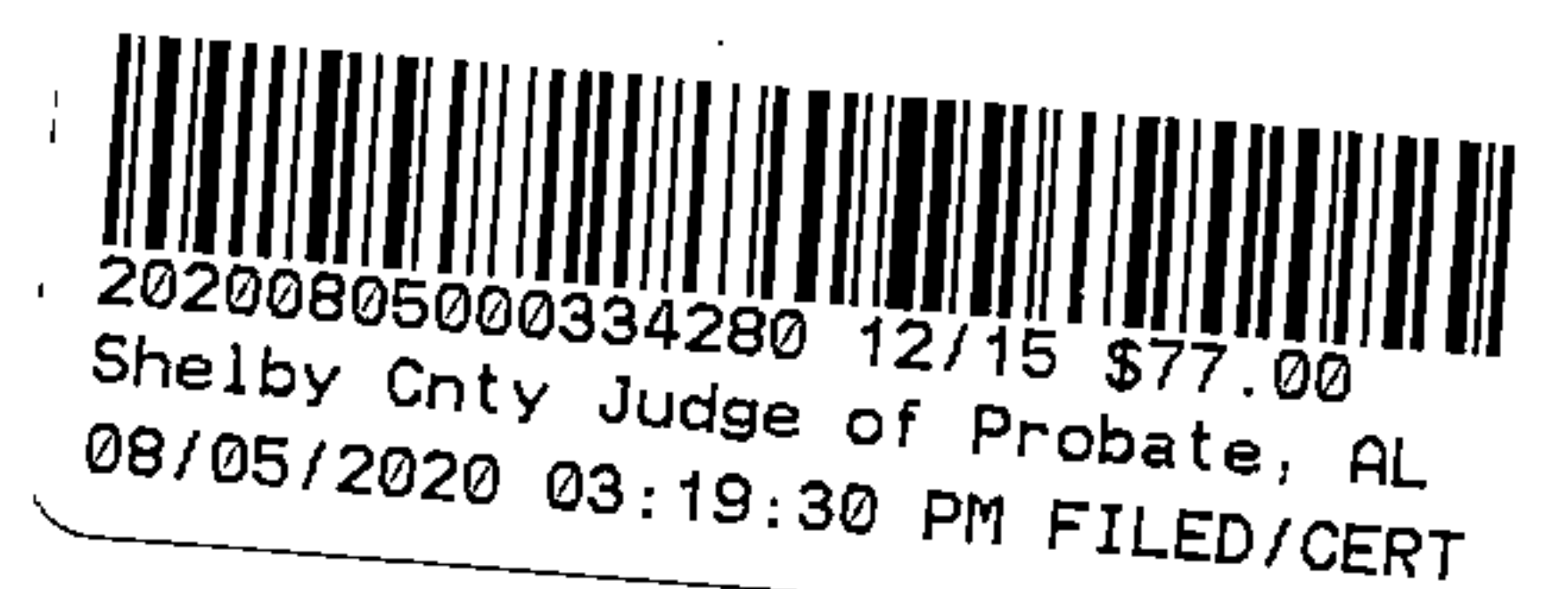


EXHIBIT B
EASEMENT AND RIGHT OF INGRESS AND EGRESS

Easement Area is shown on the attached Exhibit B-1



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Shelby Cnty Judge of Probate, AL
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EXHIBIT C
PERMITTED EXCEPTIONS

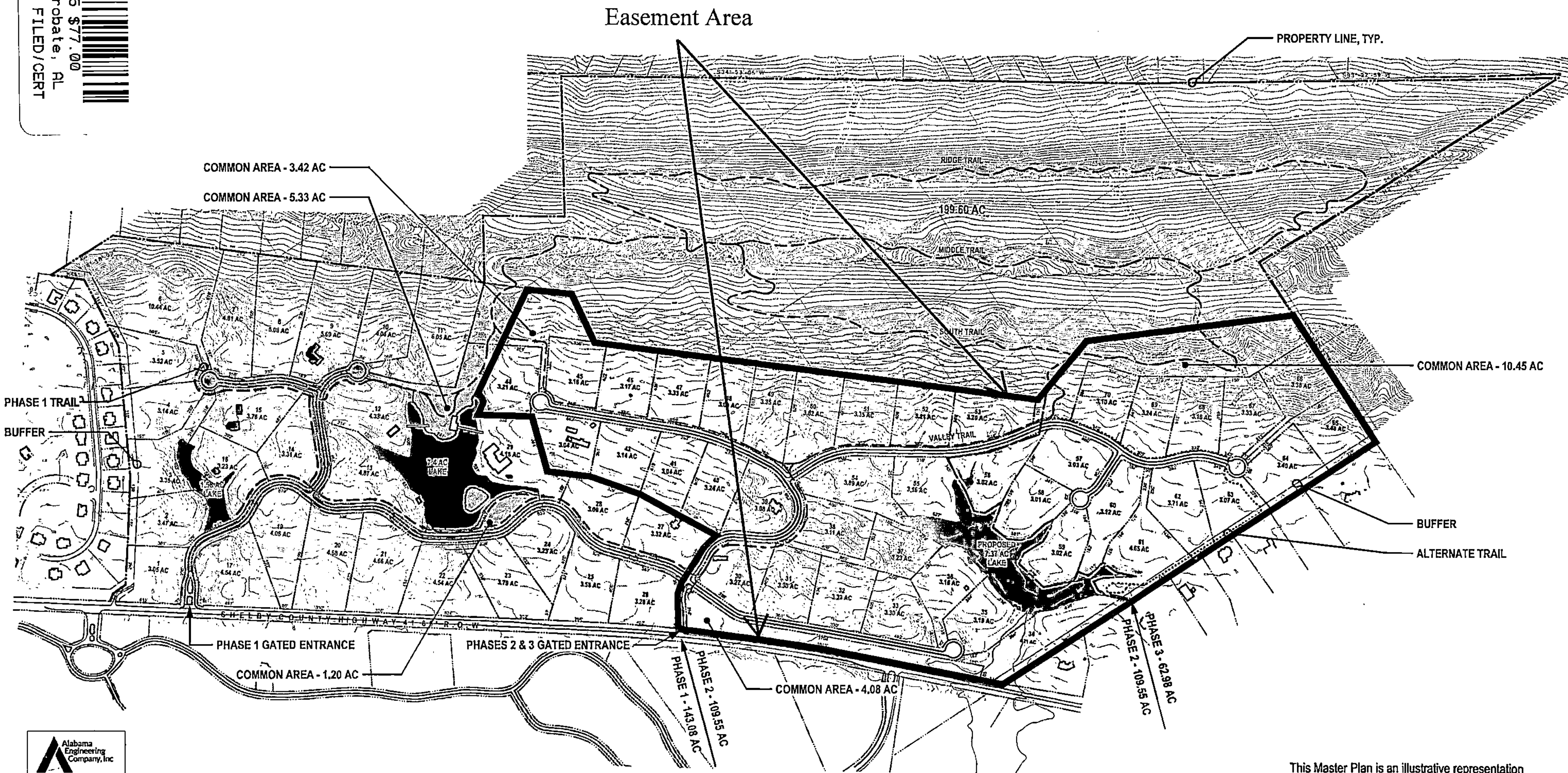
1. Liens for all real estate taxes and assessments for the year 2020 and all subsequent years, which are not yet due and payable.
2. Easement from Daniel Oak Mountain Limited Partnership to Dantract, Inc. for utilities and ingress and egress across the existing easement from the Bellsouth Mobility Tower to the Water Works Board easements and on to Hugh Daniel Drive, as recorded in Real 265, Page 368.
3. Easement from Charles M. Daniel to Daniel Oak Mountain Limited Partnership as recorded in Real 265, Page 361.
4. Right of way granted to the Water Works Board of the City of Birmingham recorded in Real 301, Page 115 and Real 301, Page 123.
5. Easements to Shelby County, Alabama as recorded in Book 206, Page 907; Book 206, Page 910 and Book 206, Page 914.
6. Covenants and agreements for water service as set out in an agreement recorded in Real 235, Page 574 as amended in Inst. 1994-21556; Inst. No. 1994-26397 and Inst. No. 1994-26399.
7. Subject to final decree in condemnation case as set out in Lis Pendens recorded in Book 226, Page 473.
8. Residential Driveway Easement Agreement recorded in Real 364, Page 188.
9. Covenants, Conditions and Restrictions appearing of record in Misc 12, Page 845; Misc 12, Page 852; Misc 15, Page 844; Volume 265, Page 96 and Volume 265, Page 109.
10. Easements and right of ways conveyed in Inst. No. 20090507000171310 and Inst. No. 20080808000320110.
11. Agreement between Daniel Oak Mountain and Shelby Cable, Inc. as recorded in Real 350, Page 545.
12. Right-of-way granted to South Central Bell Telephone Company recorded in Real 385, Page 577.
13. Right-of-way granted to Alabama Power Company recorded in Real 386, Page 414; Inst. No. 1994-34842; Inst. No. 20080812000324200; Inst. No. 20081215000464770; Real 305, Page 637; Real 340, Page 23 and Real 338, Page 636.



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Shelby City Judge of Probate, AL
08/05/2020 03:19:30 PM FILED/CERT

EXHIBIT B-1

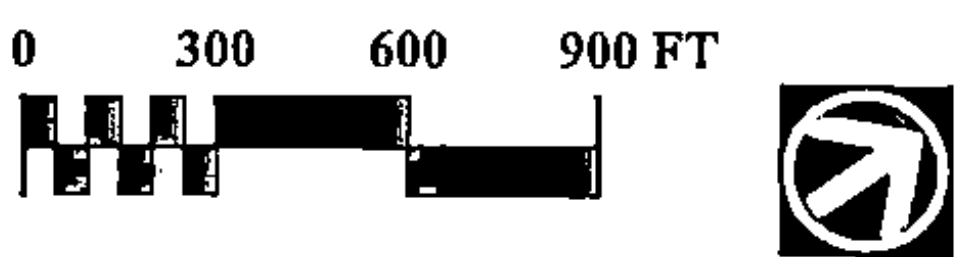


DOMINION
PARTNERS

HNP
LANDSCAPE ARCHITECTS

South Oak: A Residential Community
A Development of Dominion Partners

This Master Plan is an illustrative representation of the proposed development and, as such, is subject to modification.



GRAPHIC SCALE: 1"=600'