

THIS INSTRUMENT PREPARED BY: Clayton T. Sweeney Attorney At Law 2700 Highway 280 East Suite 160 Birmingham, Alabama 35223

Send Tax Notice To: John E. Howell and Wendy M. Howell 220 South Oak Drive Birmingham, AL 35242

STATE OF ALABAMA	)
	)
COUNTY OF SHELBY	)

#### GENERAL WARRANTY DEED

THIS IS A GENERAL WARRANTY DEED executed and delivered this 24th day of April, 2025, by PCA Group, LLC, an Alabama limited liability company (hereinafter referred to as the "Grantor") to John E. Howell and Wendy M. Howell, for and during their joint lives and upon the death of either, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion (hereinafter referred to as the "Grantees").

#### KNOW ALL PERSONS BY THESE PRESENTS:

That in consideration of the sum of Two Million Six Hundred Thousand and 00/100 Dollars (\$2,600,000.00) in hand paid by Grantees to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor does by these presents grant, bargain, sell and convey unto Grantees that certain real property situated in Shelby County, Alabama, as more particularly described on <u>Exhibit A</u> attached hereto and incorporated herein (the "**Property**");

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 B attached hereto.

TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said GRANTEES, for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor, forever.

Shelby County, AL 05/05/2025 State of Alabama Deed Tax:\$2600.00



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AND SAID GRANTOR, for said GRANTOR, GRANTOR'S successors and assigns, covenant with GRANTEES, and with GRANTEES' heirs, administrators, executors, successors and assigns, that GRANTOR is lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all Liens and Encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years, and except for any Restrictions pertaining to the Real Estate of record in the Probate Office of said County; and that GRANTOR will, and GRANTOR'S successors and assigns shall, warrant and defend the same to said GRANTEES, and GRANTEES' heirs, administrators, executors, successors and assigns, forever against the lawful claims of all persons.

Pursuant to the provisions of Ala. Code § 40-22-1 (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor's Name and Mailing Address: Grantee's Name and Mailing Address:

PCA Group, LLC John E. Howell and Wendy M. Howell

1200 Corporate Drive, Suite 225

Birmingham, Alabama 35242

220 South Oak Drive

Birmingham, AL 35242

Property Address: 220 South Oak Drive

Birmingham, AL 35242

Purchase Price: \$2,600,000.00 Date of Sale: 04/24/2025

The Purchase Price can be verified by the Closing Statement.

[Signature appears on following page.]



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

## **GRANTOR:**

PCA Group, LLC, an Alabama limited liability company

Name: Quenton Jones

Its: Sole Member and Managing Member

STATE OF ALABAMA )

JEFFERSON COUNTY )

NOTARIAL SEA

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Quenton Jones as Sole Member and Managing Member of PCA Group, LLC, an Alabama limited liability company, is signed to the foregoing General Warranty Deed and who is known to me, acknowledged before me on this day that, being informed of the contents of said General Warranty Deed, he, in his capacity as such Sole Member and Managing Member 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.

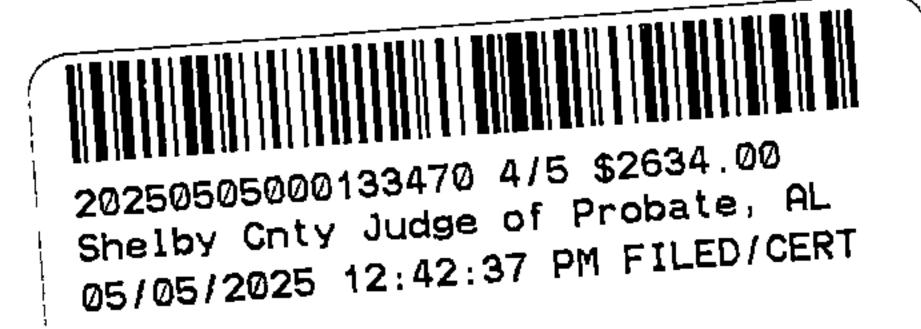
Given under my hand and seal this the 24th day of April, 2025.

My Comm. Expires

June 2, 2027

Notary Public

My Commission Expires: 06/02/2027

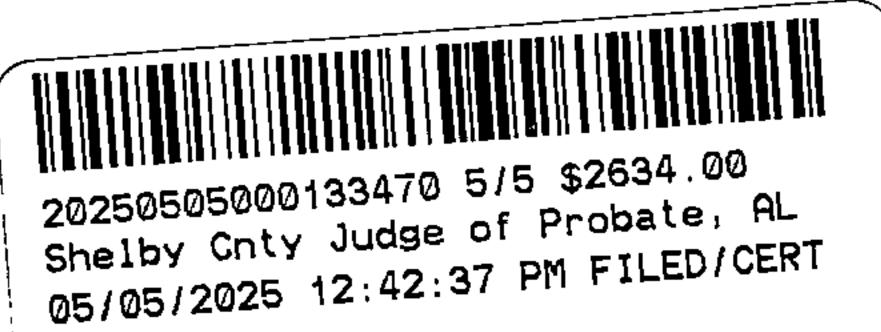


### EXHIBIT A

#### LEGAL DESCRIPTION

Lot 17, according to the Survey of South Oak, Phase I, as recorded in Map Book 53, Page 96 A & B, in the Probate Office of Shelby County, Alabama.

Together with a nonexclusive easement to use the private roadways and Common Areas all as more particularly described in the Declaration of Easements, Covenants, Conditions and Restrictions for South Oak Subdivision, recorded as Instrument No. 20210210000069430; First Amendment to Declaration as recorded in Instrument No. 20210212000075200 and Acknowledgment, Consent and Joinder to Declaration and Grant of Easement as recorded in Instrument No. 20210212000075210, in the Probate Office of Shelby County, Alabama.



# EXHIBIT B PERMITTED EXCEPTIONS

- 1. Liens for all real estate taxes and assessments for the year 2025 and all subsequent years, which are not yet due and payable.
- 2. Covenants, conditions, easements, restrictions, building requirements, ARC standards, dues and assessments as contained in the South Oak Declaration of Conditions and Restrictions, as recorded as Instrument No. 20210210000069430; First Amendment recorded in Inst. No. 20210212000075200 and acknowledgment, consent and joinder to Declaration and Grant of Easement recorded in Inst. No. 20210212000075210, and additional property amendment recorded in Inst. No. 20230428000125140 and Amendment to Declaration recorded in Inst No. 20230523000154600.
- 3. Easements, building lines, restrictions, and buffers as shown on Map Book 15, Page 56 and Map Book 58, Page 7 A and B.
- 4. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages.
- 5. Covenants and agreements for water service as set out in an agreement recorded in Real 235, Page 574 as amended in Inst. No. 1994-21556 and Inst. No. 1994-26397.
- 6. Covenants, Conditions and Restrictions appearing of record in Misc. 12, Page 845; Misc. 12, Page 852; Misc. 15, Page 840; Misc. 15, Page 844; Volume 265, Page 96, as superseded by Volume 265, Page 109.
- 7. Any loss, claim, damage or expense including addition tax due, if any, arising from or due to the fact that ad valorem taxes for subject property have been paid under a current use assessment.
- 8. Right-of-way granted to South Central Bell Telephone Company recorded in Real 385, Page 577.
- 9. Right-of-way granted to Alabama Power Company recorded in Real 386, Page 414; Inst. No. 1994-34842; Inst. No. 20080812000324200; Real 340, Page 23 and Real 338, Page 63.
- 10. Right of way granted to Alabama Power Company recorded in Inst. No. 20220909000352140; Inst. No. 20221018000392750 and Inst No 20221110000420610.
- 11. Right of Way to Water Works and Sewer Board of the City of Birmingham recorded in Instrument No. 20210108000613460.
- 12. Easement and rights of ingress and egress granted to Dominion South Oak, LLC by deed recorded in Inst. No 20200805000334280.