

This instrument prepared by:  
Rob Rimer  
The Westervelt Company, Inc.  
P. O. Box 48999  
Tuscaloosa, AL 35404-8999  
Source of Title: Deed Book 103 Page 99  
Deed Book 111 Page 13

Grantee's Address:  
Steve Upton  
P. O. Box 336  
Birmingham, AL 35201

## DEED OF CORRECTION

The purpose of this Deed of Correction is to correct the legal description on the easement conveyed in Section 3, Township 21 **North**, Range 2 West, Shelby County, Alabama, by Statutory Warranty Deed, to DAY, L.L.C., dated November 12, 2007, and recorded as Instrument Number 20071128000541440 in the Shelby County Judge of Probate Office, Alabama. The corrected legal description is Section 3, Township 21 **South**, Range 2 West, Shelby County, Alabama.

## STATUTORY WARRANTY DEED

STATE OF ALABAMA )  
SHELBY COUNTY )

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the exchange of like-kind lands and other good and valuable consideration in hand paid by **DAY, L.L.C.** to **THE WESTERVELT COMPANY, INC.**, (formerly Gulf States Paper Corporation) a Delaware corporation, the receipt of which is hereby acknowledged, the undersigned GRANTOR, **THE WESTERVELT COMPANY, INC.**, has this day bargained and sold and by these presents does hereby grant, bargain, sell and convey unto the said **DAY, L.L.C.**, the following described tracts or parcels of land lying and being in Shelby County, Alabama and more particularly bounded and described as follows:

### SURFACE RIGHTS ONLY IN AND TO:

#### Sec 22, Township 20S, Range 2W

A parcel of land located in the West Half of Section 22, Township 20 South, Range 2 West, in Shelby County, Alabama, containing Two (2.00) Acres and being more particularly described as follows: Start at a Concrete Monument accepted to mark the Southwest corner of Section 22 and run North 2 degrees 02 minutes 12 seconds East (Assumed) and along the Western Boundary of said Section 22 for a distance of 2279.28 feet to a 1/2" rebar set, said rebar being the Point-of-Beginning; thence continue in a Northerly direction along the Western Boundary of said Section 22 for a distance of 330.00 feet to a 1/2" rebar set; thence with a deflection angle of 48 degrees 47 minutes to the right, run in a Northeasterly direction for a distance of 350.00 feet to a 1/2" rebar set; thence with a deflection angle of 131 degrees 13 minutes to the right, run in a Southerly direction for a distance of 330.00 feet to a 1/2" rebar set; thence with a deflection angle of 48 degrees 47 minutes to the right, run in a Southwesterly direction for a distance of 350.00 feet to the Point-of-Beginning.

Sec 34, Township 20S, Range 2W

Five (5) acres along the east boundary of the E1/2 of the SW1/4 of the SE1/4 of Section 34; SE1/4 of the SE1/4.

Sec 35, Township 20S, Range 2W

The SW1/4 and the S1/2 of the S1/2 of the NW1/4 of Section 35, Township 20 South, Range 2 West, Shelby County, Alabama.

Also a non-exclusive right-of-way 60 feet in width located in the N1/2 of the NE1/4 of Section 3, Township 21 South, Range 2 West, further identified on the attached plat and labeled Exhibit "A".

The easement hereby granted is non-exclusive and Grantor reserves to itself, successors and assigns the right to use said easement. It is also understood that Grantor is in the business of growing, managing and harvesting timber, and Grantor reserves the right to use said easement for any purpose, specifically including, but not limited to any purpose related to growing, managing and harvesting timber. Grantor also understands that Grantee may improve the easement to the extent that it will hold up during adverse weather conditions and Grantee agrees that the easement will not be paved to achieve this means unless said paving will not be damaged by timber growing, managing or harvesting operations.

SUBJECT TO all planning, zoning, health and other governmental regulations, if any, affecting subject property.

SUBJECT TO all rights-of-ways and easements that may be of record or in evidence through use.

SUBJECT TO any encroachments, overlaps, boundary line disputes, possession by other parties, or other matters which would be disclosed by an accurate survey or inspection of the premises.

GRANTOR RESERVES unto itself, its successors or assigns, all oil, gas, and minerals, and mineral and mining rights that it may own.

TO HAVE AND TO HOLD, all and singular, the above-mentioned and described premises, together with the appurtenances, unto the said Grantee, its successors and assigns forever. The Grantor hereby covenants and agrees with Grantee, its successors and assigns, that the Grantor, its successors and assigns, will warrant and defend the above-described real estate against the lawful claims (unless otherwise noted above) of all persons claiming by, through, or under the Grantor, but not further or otherwise.



IN WITNESS WHEREOF, the said **THE WESTERVELT COMPANY, INC.** has hereunto set its signature by James J. King, Jr., its Vice President, who is duly authorized on this the 15<sup>th</sup> day of January, 2008.

**THE WESTERVELT COMPANY, INC.**

By: James J. King, Jr.  
Its: Vice President

STATE OF ALABAMA )

TUSCALOOSA COUNTY )

I, the undersigned authority, a Notary Public in and for said county, in said state, hereby certify that James J. King, Jr., whose name as Vice President of **THE WESTERVELT COMPANY, INC.**, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 15<sup>th</sup> day of January, 2008.

Rhonda P. Lancaster  
Notary Public in and for the  
State of Alabama at Large

My commission expires: 2/14/10

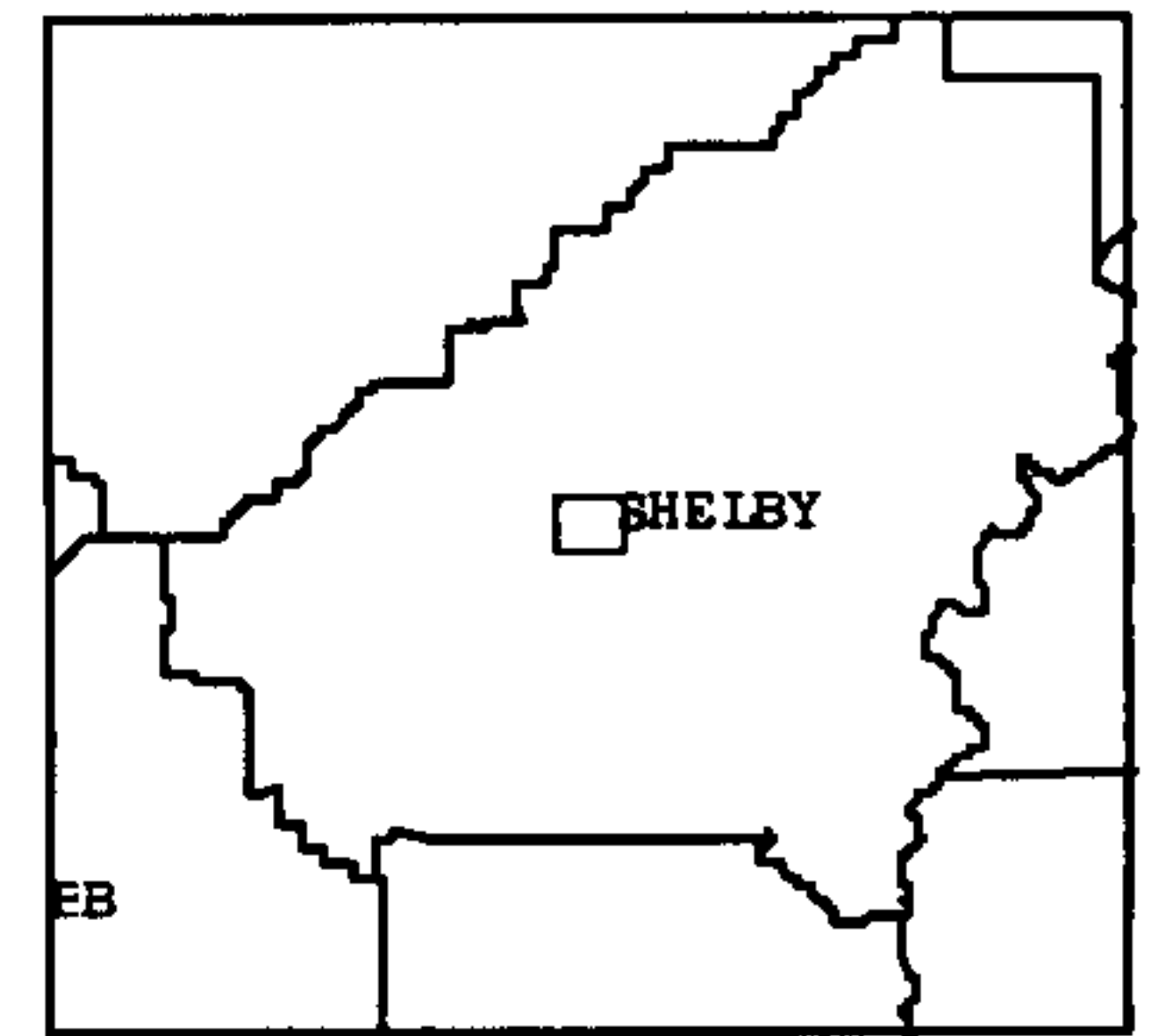
NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Feb 14, 2010  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

LEGEND

Exhibit "A"

County: SHELBY  
District: COLUMBIANA  
MgtArea: COLUMBIANA (207)  
Comprtmt: 58  
QuadName: BOUNDS LAKE

Date \_\_\_\_\_  
Forester \_\_\_\_\_  
ACN \_\_\_\_\_



11-08-07  
N  
4 in. = 1 Mile

