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CORDEED 1/9

This Instrument was prepared by:
David W. Morton
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue North, Suite 1700
Birmingham, Alabama 35203
Telephone: (205) 254-1000

Upon recording return to:
Resource Management Service LLC
31 Inverness Center Parkway, Suite 200
Birmingham, Alabama 35242
Attn: Stephanie Coffee
Telephone: (800) 995-9516

Send Tax Notice to:
Resource Management Service LLC
31 Inverness Center Parkway, Suite 200
Birmingham, Alabama 35242
Attn: Accounting Dept.

STATE OF ALABAMA)

COUNTY OF SHELBY)

CORRECTIVE STATUTORY WARRANTY DEED

THIS CORRECTIVE STATUTORY WARRANTY DEED IS BEING RECORDED IN ORDER TO CORRECT AN ERROR IN THE LEGAL DESCRIPTION IN THE ORIGINAL STATUTORY WARRANTY DEED RECORDED NOVEMBER 18, 2022, AS INSTRUMENT NO. 20221118000427780, SHELBY COUNTY, ALABAMA RECORDS.

WHEREAS, pursuant to that certain Statutory Warranty Deed dated as of November 15, 2022 and recorded on November 18, 2022 in Shelby County, Alabama as Instrument No. 20221118000427780 (the “**Original Deed**”), **JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)**, a Michigan corporation, successor by merger to JOHN HANCOCK LIFE INSURANCE COMPANY, a Massachusetts corporation, the address of which is c/o Manulife Investment Management Timberland and Agriculture Inc, 197 Clarendon Street, C-08-99, Boston, MA 02116 (the “**Grantor**”) conveyed to **REDSTONE TIMBERCO LLC**, a Delaware limited liability company, the address of which is c/o Resource Management Service LLC, 31 Inverness Center Parkway, Suite 200, Birmingham, Alabama 35242 (the “**Grantee**”) certain property more particularly described on Exhibit A attached to the Original Deed (the “**Property**”); and

WHEREAS, the Original Deed contained certain inadvertent omissions and errors in the following legal descriptions (the “**Replaced Parcels**”):

The Land referred to herein below is situated in the County of Shelby, State of Alabama, and is described as follows:

Section 19, Township 21 South, Range 3 West

South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$;

Southeast $\frac{1}{4}$;

East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$;

North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$;

West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$;

Northwest $\frac{1}{4}$ LESS AND EXCEPT a rectangular parcel of land lying in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 19, described as follows: Beginning at the northwest corner of said Section 19; thence in a southerly direction with a bearing of South 18 deg. 31 min. East a distance of 1120.1 feet to the point of beginning; thence in a westerly direction with a bearing of South 79 deg. 17 min. 30 sec. West a distance of 216.0 feet to a point thence in a southerly direction with a bearing of South 10 deg. 42 mins. 30 sec. East a distance of 276.0 feet to a point; thence in an easterly direction with a bearing of North 79 deg. 17 min. 30 sec. East a distance of 216.0 feet to a point; thence a northerly direction with a bearing of North 10 deg. 42 min. 30 sec. West a distance of 276.0 feet to the point of beginning.;

Section 29, Township 21 South, Range 3 West

Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$;

Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$;

South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$;

North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$;

North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$;

Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$;

Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$

Section 30, Township 21 South, Range 3 West

North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$;

Southeast $\frac{1}{4}$;

East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$;

Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$;

South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$;

Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$;

Northwest $\frac{1}{4}$;

WHEREAS, the parties desire to enter into this Corrective Statutory Warranty Deed to correct the descriptions of the Replaced Parcels described in the Original Deed, all as more particularly set forth on Exhibit A attached hereto and incorporated herein.

That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY unto the Grantee, the real property located in the County of Shelby,

Alabama, as more particularly described on Exhibit A attached hereto and incorporated herein by reference for all purposes (the “**Corrected Parcels**”), together with (i) all timber growing, standing or lying thereon, (ii) all buildings thereon, and (iii) all roads, bridges and other improvements and fixtures thereon (collectively, the Corrected Parcels and items (i) through (iii), the “**Property**”). Grantor also hereby conveys and transfers unto the Grantee all other privileges, appurtenances, easements and other rights appertaining to the Property.

TO HAVE AND TO HOLD, the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the Grantee, its successors and assigns, forever **IN FEE SIMPLE**.

This conveyance and the limited warranty of title set forth herein are made subject to the matters set forth on Exhibit B attached hereto and incorporated herein by reference for all purposes (collectively, the “**Permitted Encumbrances**”).

Except with respect to the Permitted Encumbrances, Grantor covenants with Grantee, its successors and assigns, that Grantor will forever warrant and defend said title to the Property against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

Grantor does hereby REMISE, RELEASE, QUITCLAIM, GRANT, SELL and CONVEY, without any warranty whatsoever, either express or implied, and without recourse against Grantor, unto the said Grantee all of Grantor’s right, title and interest, if any, in and to any (i) oil, gas and minerals located in, on or under the Land, (ii) biological sequestration rights on, above or under the Land, (iii) sand, clay, gravel and other aggregates of any kind or nature on the Land, (iii) subsurface water located under the Land, together with any royalty and other rights and interests related thereto, to have and to hold unto the said Grantee, its successors and assigns forever. Grantee acknowledges that Grantor makes no representation or warranty whatsoever as to Grantor’s ownership or lack of ownership of any rights in and to items (i), (ii), (iii) or (iv) above.

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:
c/o Manulife Investment Management Timberland and Agriculture Inc 197 Clarendon Street, C-08-99 Boston, Massachusetts 02116	c/o Resource Management Service LLC 31 Inverness Center Parkway, Suite 200 Birmingham, Alabama 35242

Property Address:	See attached <u>Exhibit A</u>
Date of Sale:	Same as date of this deed
Actual Value:	\$8,305,881.20
The Purchase Price or Value can be verified by:	<input type="checkbox"/> Closing Statement <input type="checkbox"/> Sales Contract <input type="checkbox"/> Appraisal <input type="checkbox"/> Bill of Sale <input type="checkbox"/> Property Tax Bill or Assessment <input checked="" type="checkbox"/> Corrective Deed filed to clear title

Exhibit A

Description of Property

The descriptions of the Replaced Parcels are deleted in their entirety from the Original Deed and replaced with the descriptions set forth below:

The Land referred to herein below is situated in the County of Shelby, State of Alabama, and is described as follows:

Section 19, Township 21 South, Range 3 West

South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$;

Southeast $\frac{1}{4}$;

East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$;

North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$;

West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$;

Northwest $\frac{1}{4}$ LESS AND EXCEPT a rectangular parcel of land lying in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 19, described as follows: Beginning at the northwest corner of said Section 19; thence in a southerly direction with a bearing of South 18 deg. 31 min. East a distance of 1120.1 feet to the point of beginning; thence in a westerly direction with a bearing of South 79 deg. 17 min. 30 sec. West a distance of 216.0 feet to a point thence in a southerly direction with a bearing of South 10 deg. 42 mins. 30 sec. East a distance of 276.0 feet to a point; thence in an easterly direction with a bearing of North 79 deg. 17 min. 30 sec. East a distance of 216.0 feet to a point; thence a northerly direction with a bearing of North 10 deg. 42 min. 30 sec. West a distance of 276.0 feet to the point of beginning.;

Section 29, Township 21 South, Range 3 West

Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$;

Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$;

South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$;

North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$;

North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$;

Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$;

Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$

Section 30, Township 21 South, Range 3 West

North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$;

Southeast $\frac{1}{4}$;

East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$;

Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$;

South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$;

Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$;

Northwest $\frac{1}{4}$;

LESS AND EXCEPT THE FOLLOWING FROM THE ABOVE CONVED PROPERTY IN
SECTIONS 19, 29, and 30 TOWNSHIP 21 SOUTH, RANGE 3 WEST:

Parcel No. 3

Start at a point 140.00 feet north along the east
boundary from the southeast corner of SW $\frac{1}{4}$ of SW $\frac{1}{4}$,
Section 29, Township 21 South, Range 3 West, known
as the point of beginning. Thence from the said
point of beginning on the following metes and bounds:

<u>Course No.</u>	<u>Distance</u>	<u>Bearing</u>
1	980'	N 82° 00' W
2	1720'	N 49° 05' W
3	2215'	N 27° 25' W
4	405'	N 4° 15' W
5	430'	N 33° 10' W
6	405'	N 4° 35' E
7	180'	N 66° 20' W
8	498'	N 1° 10' E
9	775'	N 25° 15' E
10	542'	N 51° 35' E
11	364'	N 78° 05' E
12	483'	N 25° 55' E
13	703'	N 48° 15' E
14	435'	S 2° 45' E
15	360'	S 48° 15' W
16	585'	S 25° 55' W

<u>Course No.</u>	<u>Distance</u>	<u>Bearing</u>
17	460'	S 78° 05' W
18	375'	S 51° 35' W
19	620'	S 25° 15' W
20	200'	S 1° 10' W
21	195'	S 66° 20' E
22	530'	S 4° 35' W
23	403'	S 33° 10' E
24	445'	S 4° 15' E
25	2075'	S 27° 25' E
26	1540'	S 49° 05' E
27	820'	S 82° 00' E
28	345'	S 3° 35' E

(Arriving at the point of
beginning)

Tract of land described above comprises 71.4 acres
more or less.

**ALSO LESS AND EXCEPT THE FOLLOWING FOLLOWINGFROM THE ABOVE CONVED
PROPERTY IN SECTIONS 19, and 30 TOWNSHIP 21 SOUTH, RANGE 3 WEST:**

A parcel of land situated in the south one-half of southeast quarter of Section 19
and the north one-half of northeast quarter of Section 30, all in Township 21 south,
Range 3 west, Shelby County, Alabama, more particularly described as follows:

Commence at the northeast corner of Section 30, Township 21 south, Range 3 west
and run west along the north boundary line of Section 30 for a distance of 939.3 feet
to a point on the west boundary line of a county gravel road, said point being the
point of beginning; thence turn an angle to the left of 105 degrees 41 minutes and
run south 16 degrees 45 minutes east along the west line of said gravel road for a
distance of 136.78 feet to an iron pin; thence turn an angle of 90 degrees 00 minutes
right and run in a southwesterly direction for a distance of 450.0 feet to a point;
thence turn an angle to the right of 90 degrees 00 minutes and run in a northwesterly
direction for a distance of 300.6 feet to a point; thence turn an angle to the right
of 66 degrees 48 minutes and run in a northeasterly direction for a distance of 380.8
feet to a point; thence turn an angle to the right of 23 degrees 33 minutes and run
for a distance of 100.0 feet to an iron pin on the west boundary line of said county
gravel road; thence turn an angle to the right of 89 degrees 39 minutes and run south
16 degrees 45 minutes east along the west boundary line of said gravel road for a
distance of 313.22 feet to the point of beginning.

Exhibit B to Statutory Warranty Deed

Permitted Exceptions

Permitted Encumbrances

1. (a) all ad valorem property or other taxes (other than income taxes) not yet due and payable in respect of the Property for 2022 and all subsequent tax periods, (b) all other assessments and other charges of any kind or nature imposed upon or levied against or on account of the Property by any governmental authority having jurisdiction over the Property for 2022 and all subsequent tax periods, (c) any additional or supplemental taxes that may result from a reassessment of the Property for 2022 and all subsequent tax periods, and (d) any potential roll back, recapture or greenbelt type of taxes related to any agricultural, forest or open space exemption that is subject to recapture pursuant to applicable law arising from a change in use of the Property by Grantee or its successors or assigns or otherwise arising from the action or inaction of Grantee or its successors or assigns, including, without limitation, the failure to file any application for continuation of any land use, agricultural or deferred tax assessment or treatment.

2. All (i) previous recorded leases, reservations and conveyances of oil, gas, associated hydrocarbons, minerals and mineral substances, and royalty and other minerals rights and interests and all reservations exceptions and conveyances of record of oil, gas, associated hydrocarbons, minerals and mineral substances, (ii) all other previously recorded rights to use the subsurface oil and gas reservoirs coal seams and other geological formations underneath the Property to inject, sequester and store carbon dioxide, together with liquids, gases, other vaporous, gaseous, solid or liquid substances previously reserved by Seller or its affiliates, and (iii) all other previously recorded rights to receive royalties from oil, gas or mineral rights previously conveyed by Seller or its affiliates.

3. All matters that would be revealed by a current, accurate survey or inspection of the Property that are not otherwise objected to by Purchaser.

4. Existing zoning and land use restrictions.

5. Riparian rights of others in and to any creeks, rivers, lakes or streams located on or adjoining the Property.

6. Existing road rights of way and the right of the public to use such roads.

7. Existing railroad rights of way and easements.

8. Existing utility easements and rights of way.

9. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Inst. 1997- 9552, Inst. # 2000-04452, Deed Book 179 page 456, Deed Book 184 page 127 and Deed Book 244 page 587, Deed Book 180 page 245 and Deed Book 193 page 370 in said Probate Office of Shelby County, Alabama.

10. Any existing rights of Alabama Power Company to Flood along Lay Lake or to flood land which may be entirely surrounded by waters of Coosa River or its tributaries.

11. Right of way to Cahaba Coal Mining as set out in Deed Book 12 page 64 and Deed Book 12 pages 64 and 53 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
02/15/2023 11:36:33 AM
\$47.00 JOANN
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12. Right of way granted to Brierfield, Blockton & Birmingham Railway Company as set out in Deed Book 14, page 394, Deed Book 14, Page 225 and Deed Book 12, page 388, in the Probate Office of Shelby County, Alabama.

13. Less and except any part of subject properties lying within a railroad right of way.

14. Reservations of rights of way for South & North Alabama Railroad or L & N Railroad Company as set out in Deed Book 67 page 132 in the Probate Office of Shelby County, Alabama.

15. All existing, future or potential common law or statutory rights of access between the right(s)-of-way(s) of I-65 and subject property as conveyed and relinquished to the State of Alabama.

16. Underground Communications Line Easement granted to Level 3 Communications LLC by instrument dated December 9, 1999, and recorded as Inst. #2000-00007, in Probate Office of Shelby County, Alabama.

17. Non-exclusive easement to Harriet A. Randall as set out in Deed Book 294, page 570, in the Probate Office of Shelby County, Alabama.

18. Transmission Line Permit to Alabama Power Company as set out in Deed Book 102 page 297, Deed Book 109 page 354, Deed Book 60 page 335, Deed Book 76 pages 382 and 384, Deed Book 134 page 223, Deed Book 102 page 255, Deed Book 118 pages 489, and 490, Deed Book 199 page 427, Deed Book 134 page 264, and Deed Book 131 page 483 in the Probate Office of Shelby County, Alabama.

19. Right of way agreement between Coosa River Newsprint and Southern Electric Generating Company in Deed Book 196 page 16 in the Probate Office of Shelby County, Alabama.

20. Right of way granted to C. J. Simmons, trustee, as set out in Deed Book 32 page 368 in the Probate Office of Shelby County, Alabama.

21. Right of way granted to Southern Railway Company as set out in Deed Book 29 page 235, Deed Book 216 page 938, Deed Book 19 page 79, Deed Book 37 page 247, Deed Book 26 page 217, Deed Book 58, Page 661 and Deed Book 114, Page 278 in the Probate Office of Shelby County, Alabama.

22. Right of way granted to Montevallo Dogwood Coal Company as set out in Deed Book 32 page 366 in the Probate Office of Shelby County, Alabama.

23. Right of way granted to Shelby County as set out in Deed Book 152 page 174, Deed Book 174 page 118 and Deed Book 211 page 342 in the Probate Office of Shelby County, Alabama.

24. INTENTIONALLY DELETED.

25. Surface Use Agreement as described in Instrument No. 20070131000047500; Instrument No. 20070131000047490 and Instrument No. 20080917000369240 in the Probate Office of Shelby County, Alabama.

26. Grant of Easement to Geomet, Inc. as described in Instrument No. 20091214000456360 and Instrument No. 20091214000456320 in the Probate Office of Shelby County, Alabama.

27. Right of Way to Alabama Power Company and Southern Bell Telephone & Telegraph Company as recorded in Deed Book 195, Page 503 in the Probate Office of Shelby County, Alabama.