



20230427000122410 1/8 \$411.00  
Shelby Cnty Judge of Probate, AL  
04/27/2023 10:25:58 AM FILED/CERT

---

**Prepared by:**

Gee Ogletree  
Adams and Reese LLP  
1018 Highland Colony Pkwy, Ste. 800  
Ridgeland, Mississippi 39157  
(601) 353-3234

**Return to:**

Mary Allison Roensch Tyler  
1020 Tilden St. NW  
Atlanta, GA 30318  
(404) 323-6094

---

**STATE OF ALABAMA**

**COUNTY OF SHELBY**

**STATUTORY WARRANTY DEED**

R. E. No. 8511 HW02

**THIS INDENTURE**, executed and effective this 25<sup>th</sup> day of April, 2023, between **HAWAII ERS TIMBERLAND LLC**, a Hawaii limited liability company, whose address is c/o Manulife Investment Management Timberland and Agriculture Inc., whose address is 197 Clarendon Street, C-8 Floor, Boston, Massachusetts 02116 (hereinafter referred to as the "**Grantor**") and **MARY ALLISON ROENSCH TYLER**, an adult resident citizen of the State of Georgia, (hereinafter referred to as the "**Grantee**"),

**WITNESSETH**, that the Grantor, for the sum of **THREE HUNDRED SIXTY-SEVEN THOUSAND, FIVE HUNDRED SIXTY 00/100 (\$367,560.00) DOLLARS**, and other good and valuable consideration, to it paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby **GRANT, BARGAIN, SELL and CONVEY** unto the said Grantee the following land and the standing timber thereon (the "**Premises**"), subject to reservations and exceptions detailed below, situated in the County of Shelby, State of Alabama, being more particularly described as follows; to wit:

**See Exhibit "A"**

**attached hereto and by this reference made a part hereof for all purposes.**



20230427000122410 2/8 \$411.00  
Shelby Cnty Judge of Probate, AL  
04/27/2023 10:25:58 AM FILED/CERT

**TO HAVE AND TO HOLD** the above-described Premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, her successors and assigns, forever, subject to the following:

The Premises described are hereby conveyed "as is," by the tract or parcel only and not by the acre, the acreage not being guaranteed by the Grantor, and are also conveyed subject to the following general exceptions: encumbrances of record, current and subsequent taxes-(not yet due and payable), leased or rights of any tenants or lessees, parties in possession, all outstanding mineral rights or reservations, oil, gas or mineral leases, water districts, water rights, restrictions or reservations, roadways, rights-of-way, easements, any contracts purporting to limit or regulate the use, occupancy or enjoyment of said Premises, and all other matters which an accurate survey would show applicable to or affecting the Premises.

In addition to the general exceptions, Grantor further makes no warranty regarding legal access to the Premises. The Premises adjoins other Grantee owned lands, to the West and North, which have independent access to a public road. Furthermore, it is the intent of the Parties hereto and Grantee does hereby disclaim and waive, on behalf of herself and all successors and/or assigns, any claim for alternate access on, over, across and through any of Grantor's presently adjoining lands to access the Premises.

**IT IS UNDERSTOOD AND AGREED THAT GRANTOR IS NOT MAKING ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OF CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE (OTHER THAN GRANTOR'S WARRANTY OF TITLE SET FORTH HEREIN), TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION, UTILITIES, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, THE COMPLIANCE OF THE PROPERTY WITH GOVERNMENTAL LAWS, OR ANY OTHER MATTER OF THING REGARDING THE PROPERTY. BY ITS ACCEPTANCE OF THIS DEED, (I) GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HEREBY CONVEYS TO GRANTEE, AND GRANTEE ACCEPTS THE PROPERTY, "AS IS, WHERE IS, WITH ALL FAULTS" AND (II) GRANTEE REPRESENTS TO GRANTOR THAT GRANTEE HAS CONDUCTED SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS GRANTEE DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY.**

Grantor hereby reserves unto itself, its successors and assigns, all of the oil, gas and associated hydrocarbons in, under, and that may be produced from the property herein conveyed, as well as subsurface pore space, and all rights associated with the storage and/or sequestration of gaseous substances, including but not limited to carbon oxides, carbon dioxide, greenhouse gases, and natural gas.



Grantor hereby reserves unto itself and its successors and assigns, a non-exclusive Right-of-Way and Easement, being thirty (30) feet in width, for ingress and egress as described on **Exhibit "B"** attached hereto and incorporated herein for all purposes, such right-of-way and easement to be subject to the terms and conditions set forth on **Exhibit "C"** attached hereto and incorporated herein for all purposes.

And Grantor does hereby warrant and forever defend all and singular the said Premises unto the Grantee, his successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under it, except as aforesaid, but against none other.

**Pursuant to the provisions of Alabama Code § 40-2201 (1975), the following information is offered in lieu of submitting Form RT-1:**

Grantor's Name and Mailing address:

Hawaii ERS Timberland LLC  
c/o Manulife Investment Management  
Timberland and Agriculture Inc  
197 Clarendon Street, C-08-99  
Boston, Massachusetts 02116-5010

Grantee's Name and Mailing address:

Mary Allison Roensch Tyler  
1020 Tilden Street NW  
Atlanta, GA 30318

Property address:

120 acs +/-; SE1/4 of SW1/4 of  
Sec 16, T18S, R2E; and W1/2 of  
SE1/4 of Sec 16, T18S, R2E,  
Shelby Co., AL

Purchase price:

\$367,560.00

**[Remainder of Page Intentionally Left Blank]**




20230427000122410 4/8 \$411.00  
Shelby Cnty Judge of Probate, AL  
04/27/2023 10:25:58 AM FILED/CERT

**IN WITNESS WHEREOF**, the Grantor has executed the foregoing deed as of the day and year first-above written.

**HAWAII ERS TIMBERLAND LLC**, a Hawaii limited liability company

By: Manulife Investment Management Timberland and Agriculture Inc, a Delaware corporation, its Manager

By:   
Derek K. Solmie  
Director, Dispositions and Acquisitions

**ACKNOWLEDGEMENT**

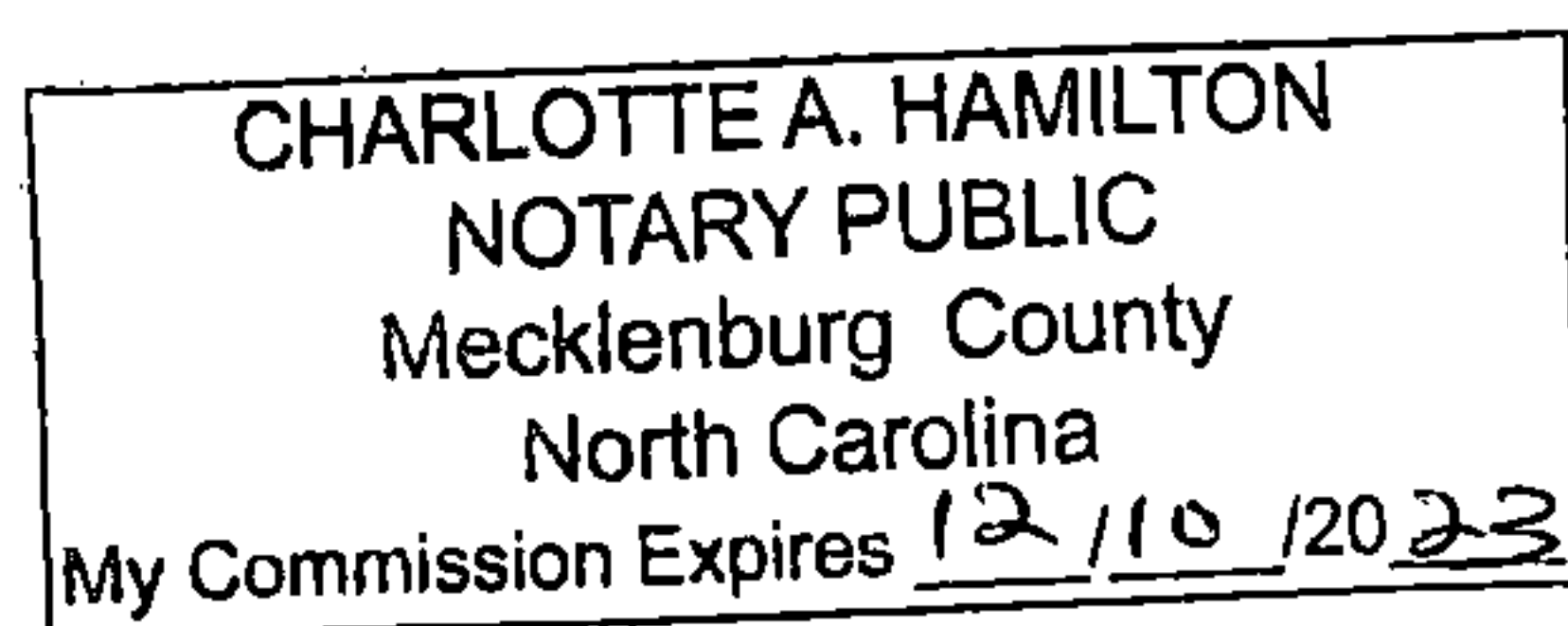
**STATE OF NORTH CAROLINA §**

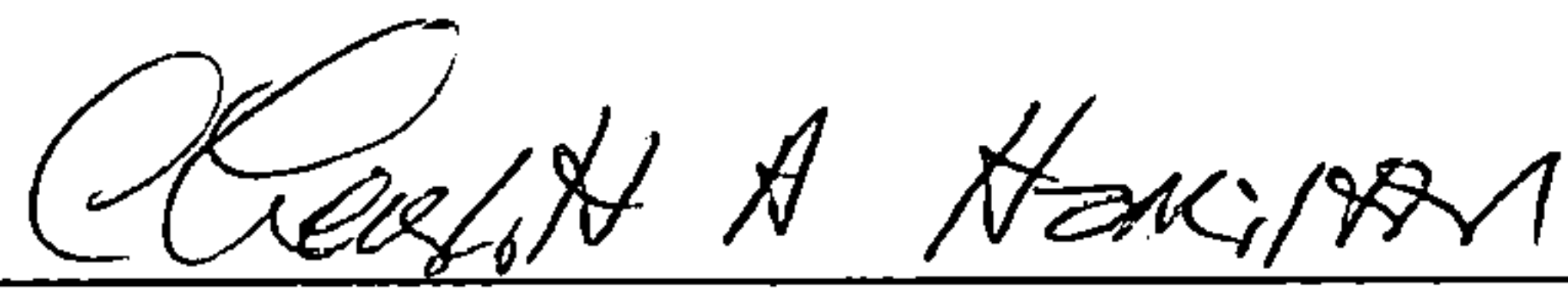
**COUNTY OF MECKLENBURG §**

I, CHARLOTTE A. HAMILTON, a Notary Public in and for said County and State, hereby certify that Derek K. Solmie, whose name as Director, Dispositions and Acquisitions of Manulife Investment Management Timberland and Agriculture Inc, a Delaware corporation, on behalf of **HAWAII ERS TIMBERLAND LLC**, a Hawaii limited liability company, as its Manager, signed to the foregoing instrument and who is known to me (or satisfactorily proven), acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for its stated purposes (on the day the same bears date) on behalf of such entities for and as the act of said entities.

Given under my hand and official seal on this 12th day of April, 2023.

(Seal)



  
Notary Public

My commission expires: 12/10/2023

IN WITNESS WHEREOF, the Grantor has executed the foregoing deed as of the day and year first-above written.

GRANTEE:

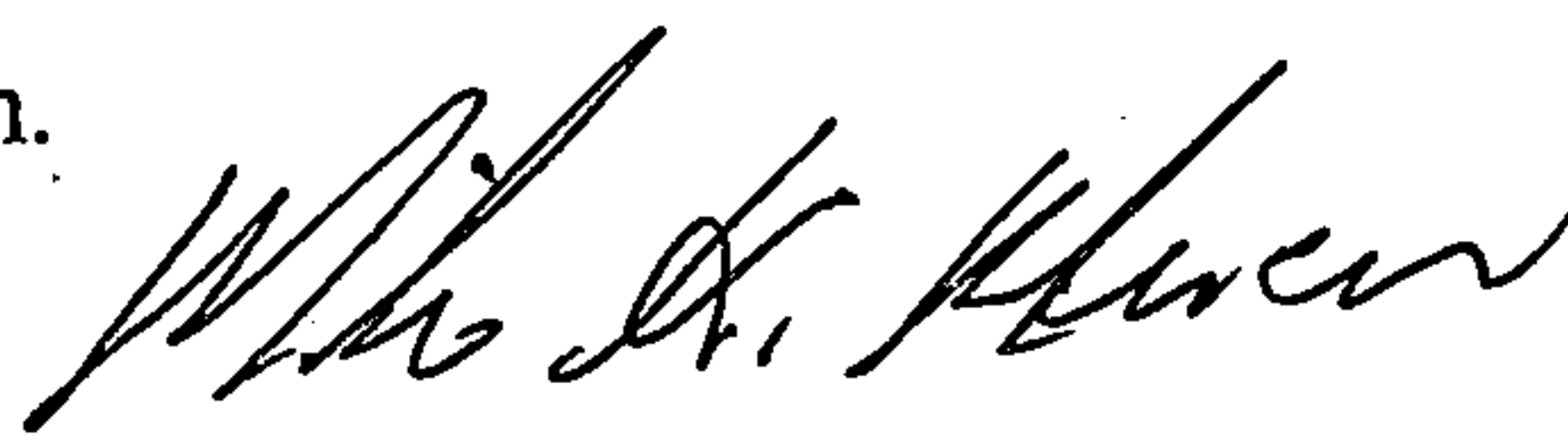
  
MARY ALLISON ROENSCH TYLER

ACKNOWLEDGMENT

STATE OF GEORGIA

COUNTY OF FULTON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 25th day of April, 2023, within my jurisdiction, the within named **MARY ALLISON ROENSCH TYLER**, who acknowledged that she executed the above and foregoing instrument for the uses and purposes stated therein.

  
NOTARY PUBLIC

My commission Expires: 9/20/26

[SEAL]

Mike K Mercer  
NOTARY PUBLIC  
Hall County, GEORGIA  
My Commission Expires 09/20/2026





20230427000122410 6/8 \$411.00  
Shelby Cnty Judge of Probate, AL  
04/27/2023 10:25:58 AM FILED/CERT

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

*(AS-SURVEYED)*

ALL THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, ALL IN SECTION 16, TOWNSHIP 18 SOUTH, RANGE 2 EAST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCE** AT A FOUND T-POST IN PAINTED ROCK PILE LOCALLY ACCEPTED AS THE SOUTHEAST CORNER OF THE SECTION 16, TOWNSHIP 18 SOUTH, RANGE 2 EAST, SHELBY COUNTY, ALABAMA; THENCE RUN WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 16 NORTH 89°58'05" WEST FOR A DISTANCE OF 1308.09 FEET TO A SET 5/8" CAPPED REBAR STAMPED "CLINKSCALES", SAID POINT BEING THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 16 AND THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED; THENCE RUN NORTHERLY ALONG THE EAST LINE OF SAID 1/4 - 1/4 SECTION NORTH 00°16'16" EAST FOR A DISTANCE OF 1340.34 FEET TO A SET 5/8" CAPPED REBAR STAMPED "CLINKSCALES", SAID POINT BEING THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 16; THENCE CONTINUE NORTHERLY ALONG THE EAST LINE OF SAID 1/4 - 1/4 SECTION NORTH 00°16'16" EAST FOR A DISTANCE OF 1320.00 FEET TO A SET 5/8" CAPPED REBAR STAMPED "CLINKSCALES", SAID POINT BEING THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SOUTHEAST 1/4 OF SAID SECTION 16; THENCE RUN WESTERLY ALONG THE NORTH LINE OF SAID 1/4 - 1/4 SECTION SOUTH 89°24'37" WEST FOR A DISTANCE OF 1320.00 FEET TO A FOUND 1/2" CAPPED REBAR IN ROCK PILE, SAID POINT BEING THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 16; THENCE RUN SOUTHERLY ALONG THE WEST LINE OF SAID 1/4 - 1/4 SECTION SOUTH 00°20'14" WEST FOR A DISTANCE OF 1311.95 FEET TO A FOUND NAIL IN A PINE KNOT, SAID POINT BEING THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SOUTHEAST 1/4 OF SAID SECTION 16; THENCE RUN WESTERLY ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 16 SOUTH 89°45'35" WEST FOR A DISTANCE OF 1315.82 FEET TO A FOUND 1" OPEN TOP PIPE, SAID POINT BEING THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 16; THENCE RUN SOUTHERLY ALONG THE WEST LINE OF SAID 1/4 - 1/4 SECTION SOUTH 00°21'08" WEST FOR A DISTANCE OF 1329.69 FEET TO A FOUND 1" OPEN TOP PIPE, SAID POINT BEING THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 16; THENCE RUN EASTERLY ALONG THE SOUTH LINE OF SAID SECTION 16 NORTH 89°57'05" EAST FOR A DISTANCE OF 1330.95 TO A FOUND VERTICAL RAILROAD RAIL; THENCE CONTINUE EASTERLY ALONG THE SOUTH LINE OF SAID SECTION 16 SOUTH 89°58'05" EAST FOR A DISTANCE OF 1308.09 FEET TO THE **POINT OF BEGINNING**. SAID PARCEL CONTAINING 120.72 ACRES, MORE OR LESS.





20230427000122410 7/8 \$411.00  
Shelby Cnty Judge of Probate, AL  
04/27/2023 10:25:58 AM FILED/CERT

**EXHIBIT "B"**

**LEGAL DESCRIPTION**

**FOR**

**30' INGRESS AND EGRESS EASEMENT AREA:**

**COMMENCE** AT A FOUND T-POST IN PAINTED ROCK PILE LOCALLY ACCEPTED AS THE SOUTHEAST CORNER OF THE SECTION 16, TOWNSHIP 18 SOUTH, RANGE 2 EAST, SHELBY COUNTY, ALABAMA; THENCE RUN WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 16 NORTH 89°58'05" WEST FOR A DISTANCE OF 1308.09 FEET TO A SET 5/8" CAPPED REBAR STAMPED "CLINKSCALES", SAID POINT BEING THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 16; THENCE RUN NORTHERLY ALONG THE EAST LINE OF SAID 1/4 - 1/4 SECTION NORTH 00°16'16" EAST FOR A DISTANCE OF 1340.34 FEET TO A SET 5/8" CAPPED REBAR STAMPED "CLINKSCALES", SAID POINT BEING THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 16; THENCE CONTINUE NORTHERLY ALONG THE EAST LINE OF SAID 1/4 - 1/4 SECTION NORTH 00°16'16" EAST FOR A DISTANCE OF 469.40 FEET TO A POINT, SAID POINT BEING THE **POINT OF BEGINNING** OF A 30' INGRESS AND EGRESS EASEMENT LYING 15' ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE OF AN EXISTING CHERT ACCESS ROAD:

THENCE RUN NORTH 31°48'39" WEST FOR A DISTANCE OF 99.78 FEET TO A POINT; THENCE RUN NORTH 35°23'56" WEST FOR A DISTANCE OF 111.55 FEET TO A POINT; THENCE RUN NORTH 49°18'30" WEST FOR A DISTANCE OF 104.70 FEET TO A POINT; THENCE RUN NORTH 63°34'03" WEST FOR A DISTANCE OF 98.25 FEET TO A POINT; THENCE RUN NORTH 66°39'21" WEST FOR A DISTANCE OF 77.82 FEET TO A POINT; THENCE RUN NORTH 55°58'19" WEST FOR A DISTANCE OF 69.95 FEET TO A POINT; THENCE RUN NORTH 30°00'14" WEST FOR A DISTANCE OF 35.82 FEET TO A POINT; THENCE RUN NORTH 24°01'30" EAST FOR A DISTANCE OF 40.50 FEET TO A POINT; THENCE RUN NORTH 31°21'00" EAST FOR A DISTANCE OF 124.90 FEET TO A POINT; THENCE RUN NORTH 50°46'24" EAST FOR A DISTANCE OF 200.45 FEET TO A POINT; THENCE RUN NORTH 44°35'51" EAST FOR A DISTANCE OF 268.71 FEET TO THE **POINT OF TERMINATION**, SAID POINT BEING SOUTH 89°24'37" WEST AND A DISTANCE OF 10.52 FEET FROM THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION.



20230427000122410 8/8 \$411.00  
Shelby Cnty Judge of Probate, AL  
04/27/2023 10:25:58 AM FILED/CERT

## EXHIBIT "C"

### (Terms and Conditions of Reserved Right-of-Way and Easement for Ingress and Egress)

1. The Right-of-Way and Easement ("Easement Area") shall burden the lands described on Exhibit "A" ("**Burdened Tract**") situated in said County and State, and shall benefit Grantor's adjoining lands to the North and East ("**Benefited Tracts**"), and is granted and intended to be exercised solely for the purpose of providing Grantor ingress and egress access for the benefit of Grantor's other presently owned adjoining lands, and shall hereinafter be an appurtenant easement and run with the land
2. Ingress and egress by Grantor pursuant to this Right-of-Way and Easement to adjoining Benefited Tracts shall be solely limited to the Easement Area.
3. Grantor hereby agrees to use said Easement Area at its own risk. Grantor and Grantee shall use the Easement Area in compliance with all applicable federal, state or local laws, rules, regulations, ordinances, order and decrees.
4. Grantor and Grantee hereby agree to repair any damage to said Easement Area caused by its use thereof. Grantor and Grantee may frequently use the Easement Area for heavy hauling that may affect usage by passenger and other vehicles. Grantor and Grantee shall repair the same according to Best Management Practices (BMP's) following conclusion of each harvesting and forestry related activities. Grantor and Grantee have no obligation to perform any routine or other maintenance, including but not limited to during forestry and harvesting activities when the Easement Area is used by heavy trucks and equipment.
5. Each party may improve the road on the Easement Area with rock, gravel, aggregate, soil, clay and similar substances, provided it does not pave or otherwise change the surface of the road from a woods road. Unless the Grantor and Grantee agree in writing to share the cost of any improvements in advance of the improvements being made, such improvements shall be solely at the cost of the improver.
6. Grantor and Grantee shall cooperate in said faith concerning the mutual rights to use the Easement Area and neither party shall interfere with the rights of the other to use the Easement Area.
7. The terms Grantor and Grantee hereunder shall be extended to include all managers, agents, servants, employees, tenants, licensees (including timber purchasers), contractors, permittees, successors and assigns of each party.
8. The rights, conditions and provisions of the Right-of-Way and Easement shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.
9. Grantor's reservation herein is subject to all matters of record.