

This Instrument Prepared By:

Susan Bird  
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999 Peachtree Street, NE  
Atlanta, GA 30309-3996  
Telephone: (404) 853-8000

When recorded return to:

Justin Smitherman  
Alabama Law Services, LLC  
173 Tucker Rd STE 201  
Helena, AL 35080

**STATE OF ALABAMA**

**COUNTY OF SHELBY**

**STATUTORY WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENTS:**

That **FOR AND IN CONSIDERATION** of the sum of TWO HUNDRED FORTY-NINE THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$249,900.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, **REDSTONE TIMBERCO LLC**, a Delaware limited liability company, duly authorized by law to transact business in the State of Alabama, herein after referred to as the “**Grantor**,” does hereby GRANT, BARGAIN, SELL and CONVEY unto **WESTERN REI, LLC**, an Alabama limited liability company, hereinafter referred to as the “**Grantee**,” its successors and assigns, the real property (the “Property”) situated, lying and being in the County of Shelby and State of Alabama, as described on **EXHIBIT A** attached hereto and incorporated herein, and (i) any improvements thereon, and (ii) all timber growing thereon, subject to the terms of **EXHIBIT C** attached hereto and incorporated herein, and (iii) all roads, bridges and other infrastructure improvements thereon (to the extent owned by Grantor), and (iv) all minerals that may be owned by Grantor, including sand, clay or gravel of any kind or nature, and (v) any other privileges, easements, covenants and other rights appertaining thereto (collectively, the “Premises”).

Without expanding by implication the limited warranty set forth herein, this conveyance and the warranty of title set forth herein are made subject to the matters set forth on **EXHIBIT B** attached hereto and incorporated herein, to the extent, and only to the extent, that the same may still be in force and effect and applicable to the Property, said exhibit being incorporated herein by reference for all purposes (the “Permitted Exceptions”).

**TO HAVE AND TO HOLD** the Premises, together with the privileges and appurtenances thereunto properly belonging unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind itself, its successors and assigns, to Warrant and Forever Defend, all and singular the Premises unto Grantee, its successors and assigns, against every person whosoever lawfully claiming, or to claim the same, or any part thereof, by, through and under Grantor, but not otherwise, and subject to the matters set forth herein.

The conveyance of any minerals conveyed to Grantee herein is hereby made by Grantor purely by quitclaim and accepted by Grantee without any warranty by Grantor, either express or implied, without recourse against Grantor.

The effective date of this conveyance shall be November 28, 2023 (the "Effective Date").

Address of Grantor:

31 Inverness Center Parkway, Suite 200  
Birmingham, AL 35242  
(800) 995-9516

Address of Grantee:

3360 Davey Allison Blvd.  
Hueytown, AL 35023

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[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has signed and sealed this deed on this the 6 day of November, 2023, but so as to be effective on the Effective Date set forth above.

**Redstone TimberCo LLC, a Delaware limited liability company**

By:   
Dennis DuBose

Name: \_\_\_\_\_

Title: Executive Vice President

STATE OF ALABAMA

)

ACKNOWLEDGEMENT

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COUNTY OF SHELBY

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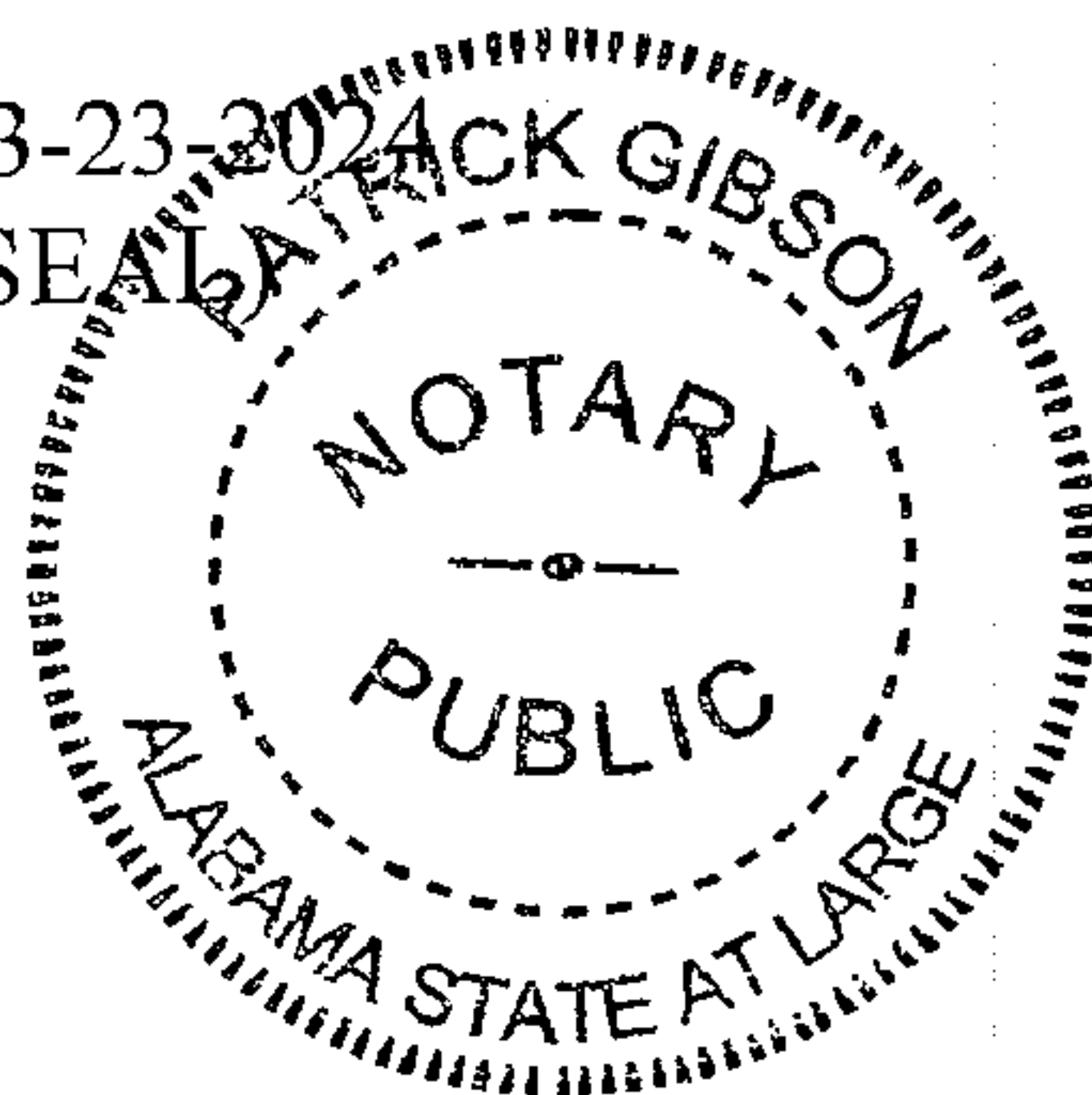
I, the undersigned, a Notary Public in and for said County and State, hereby certify that Dennis DuBose, whose name as Executive Vice President of Redstone TimberCo LLC, a Delaware limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he, with full authority as such officer, executed the same voluntarily for and as the act of said company.

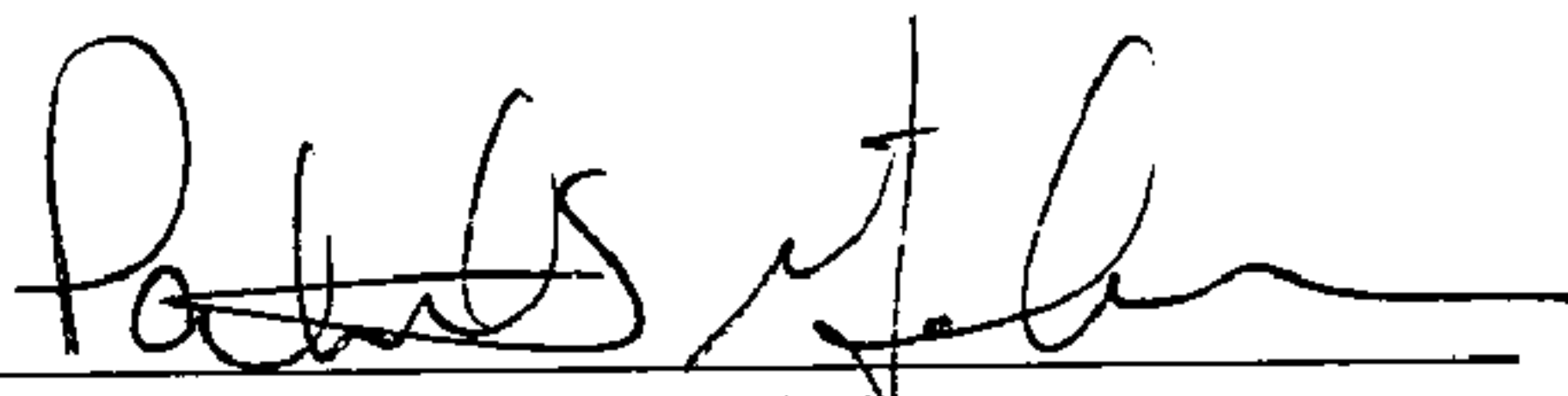
GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 6 day of November, 2023.

My commission expires:

03-23-2024

(SEAL)





Notary Public of Alabama

Printed Name: Patrick Gibson



EXHIBIT A

## LEGAL DESCRIPTION

## Parcel 1

BEGIN at the NW Corner of the SW 1/4 of the NW 1/4 of Section 13, Township 21 South, Range 4 West, Shelby County, Alabama, said point being the POINT OF BEGINNING; thence N87°49'10"E a distance of 2006.79' to the Northerly R.O.W. line of Norfolk Southern Railroad; thence S57°02'05"W and along said R.O.W. line a distance of 147.36', to a curve to the right, having a radius of 2047.50', subtended by a chord bearing S62°52'02"W, and a chord distance of 416.12'; thence along the arc of said curve and along said R.O.W. line for a distance of 416.84'; thence S68°41'58"W and along said R.O.W. line a distance of 1556.65', to a curve to the left, having a radius of 3052.50', subtended by a chord bearing S68°11'12"W, and a chord distance of 54.64'; thence along the arc of said curve and along said R.O.W. line for a distance of 54.64'; thence N00°45'35"W and leaving said R.O.W. line a distance of 779.44' to the POINT OF BEGINNING.

Said Parcel containing 19.41 acres, more or less.

## Parcel 2

BEGIN at the NE Corner of the SE 1/4 of the NW 1/4 of Section 13, Township 21 South, Range 4 West, Shelby County, Alabama, said point being the POINT OF BEGINNING; thence S00°43'05"E a distance of 830.78'; thence S43°35'05"W a distance of 698.53'; thence S87°38'15"W a distance of 839.83' to the SW Corner of the SE 1/4 of the NW 1/4 of above said Section 13; thence S00°43'27"E a distance of 825.55'; thence S87°43'25"W a distance of 495.05'; thence N46°37'07"W a distance of 1156.02' to the SW Corner of the SW 1/4 of the NW 1/4 of above said Section 13; thence N00°45'35"W a distance of 434.32' to the Southerly R.O.W. line of Norfolk Southern Railroad, to a curve to the right, having a radius of 2952.50', subtended by a chord bearing N67°48'08"E, and a chord distance of 92.48'; thence along the arc of said curve and along said R.O.W. line for a distance of 92.49'; thence N68°41'58"E and along said R.O.W. line a distance of 1556.65', to a curve to the left, having a radius of 2147.50', subtended by a chord bearing N62°52'02"E, and a chord distance of 436.45'; thence along the arc of said curve and along said R.O.W. line for a distance of 437.20'; thence N57°02'05"E and along said R.O.W. line a distance of 315.21'; thence N87°49'10"E and leaving said R.O.W. line a distance of 451.97' to the POINT OF BEGINNING.

Said Parcel containing 70.26 acres, more or less.

## NOTE:

This Parcel shown and described herein may be subject to setbacks, Right-of-Ways, easements, zoning and restrictions that may be found in the Probate Office of said County. No underground gas wells have been located.

## Parcel 3

BEGIN at the NW Corner of the NE 1/4 of the SE 1/4 of Section 14, Township 21 South, Range 4 West, Shelby County, Alabama, said point being the POINT OF BEGINNING; thence N89°48'06"E a distance of 1319.70' to the NE Corner of the NE 1/4 of the SE 1/4 of above said Section 14; thence S00°44'15"E a distance of 2147.05' to the approximate centerline of Shelby County Highway 260; thence S72°18'29"W and along said centerline a distance of 220.96'; thence S80°14'55"W and along said centerline a distance of 158.28'; thence S71°39'35"W and along said centerline a distance of 179.16'; thence S63°04'14"W and along said centerline a distance of 210.97'; thence S78°27'34"W and along said centerline a distance of 318.34'; thence N86°09'07"W and along said centerline a distance of 82.40'; thence S88°04'20"W and along said centerline a distance of 160.97'; thence S82°17'46"W and along said centerline a distance of 46.70'; thence N00°29'54"W and leaving said centerline a distance of 2458.11' to the POINT OF BEGINNING. LESS AND EXCEPT any property lying inside the Right-of-Way of Shelby County Highway 260.

Said Parcel containing 71.02 acres, more or less.

## NOTE:

This Parcel shown and described herein may be subject to setbacks, Right-of-Ways, easements, zoning and restrictions that may be found in the Probate Office of said County. No underground gas wells have been located.

## Parcel 4

BEGIN at the NE Corner of Section 13, Township 21 South, Range 4 West, Shelby County, Alabama, said point being the POINT OF BEGINNING; thence S00°28'55"E a distance of 262.26' to the Northerly R.O.W. line of Norfolk Southern Railroad, to a curve to the left, having a radius of 2063.54', subtended by a chord bearing of S74°40'39"W, and a chord distance of 401.51'; thence along the arc of said curve and along said R.O.W. line for a distance of 402.14'; thence S69°40'22"W and along said R.O.W. line a distance of 1350.87'; thence N00°32'59"W and leaving said R.O.W. line a distance of 776.38'; thence N87°53'07"E a distance of 1660.35' to the POINT OF BEGINNING.

Said Parcel containing 19.18 acres, more or less.

## NOTE:

This Parcel shown and described herein may be subject to setbacks, Right-of-Ways, easements, zoning and restrictions that may be found in the Probate Office of said County. No underground gas wells have been located.

All of which being a portion of the property conveyed by John Hancock Life Insurance Company (U.S.A.) to Redstone TimberCo LLC by deed dated November 15, 2022 and recorded as Instrument No. 20221118000427780

**EXHIBIT B**

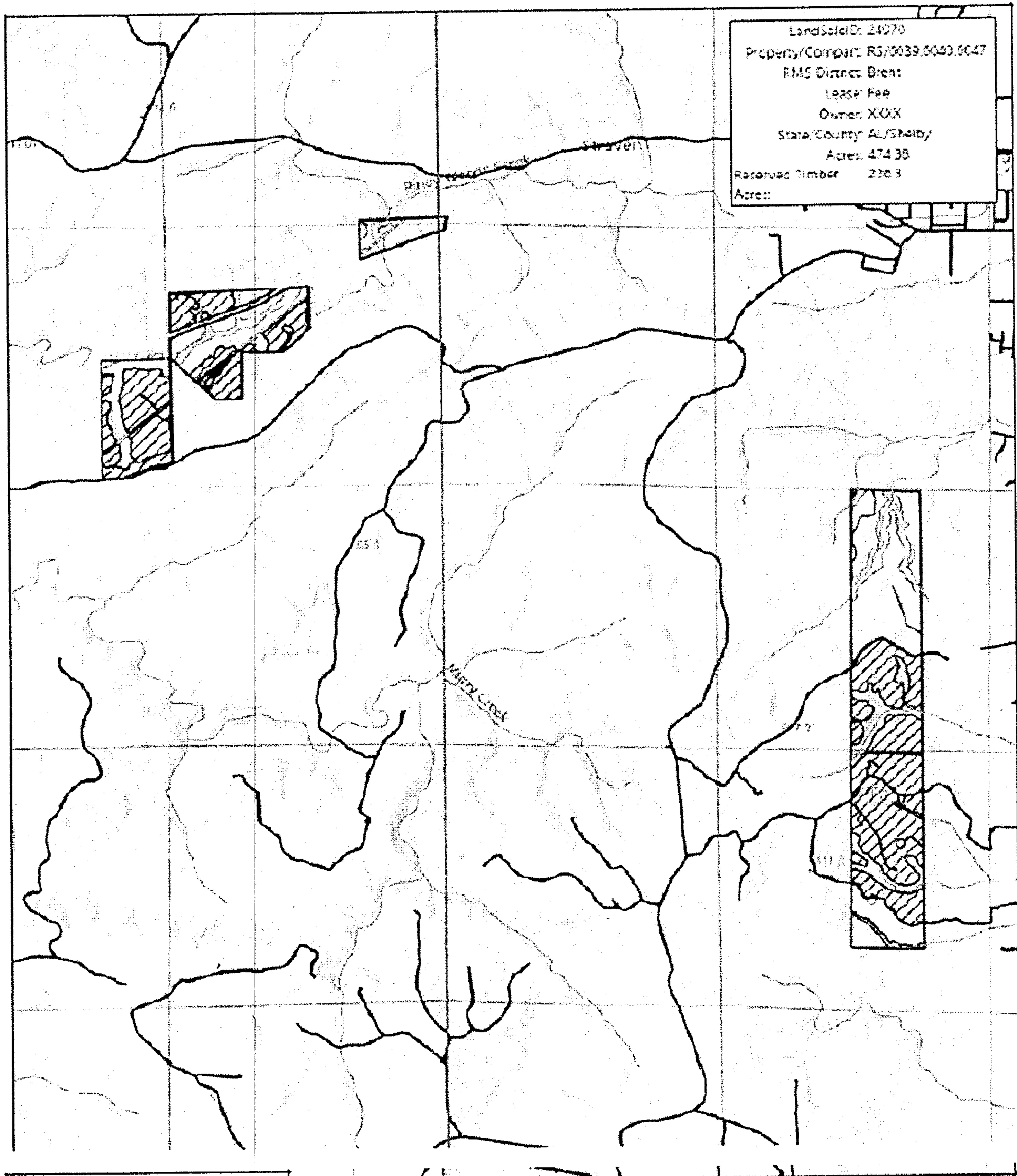
**PERMITTED EXCEPTIONS**

1. Ad valorem taxes not yet due and payable.
2. All existing zoning restrictions.
3. All matters that would be revealed by an accurate survey of the Property.
4. Riparian rights of others in and to any creeks, rivers, lakes or streams located on the Property.
5. All prior conveyances, transfers and reservations of oils, gas, coal, lignite, clay, sand, coal bed methane and other minerals of any kind or character or any interest therein.
6. All matters appearing in the public records of Shelby County, properly indexed, and in the chain of title to the Property, or any portion of the Property.
7. Rights of third persons and/or public authorities and utilities in and to that portion of the Property located within the boundaries of roads, highways, easements, and rights-of-way, whether of record, on the ground or acquired through prescription.
8. The terms of Exhibit C attached hereto.



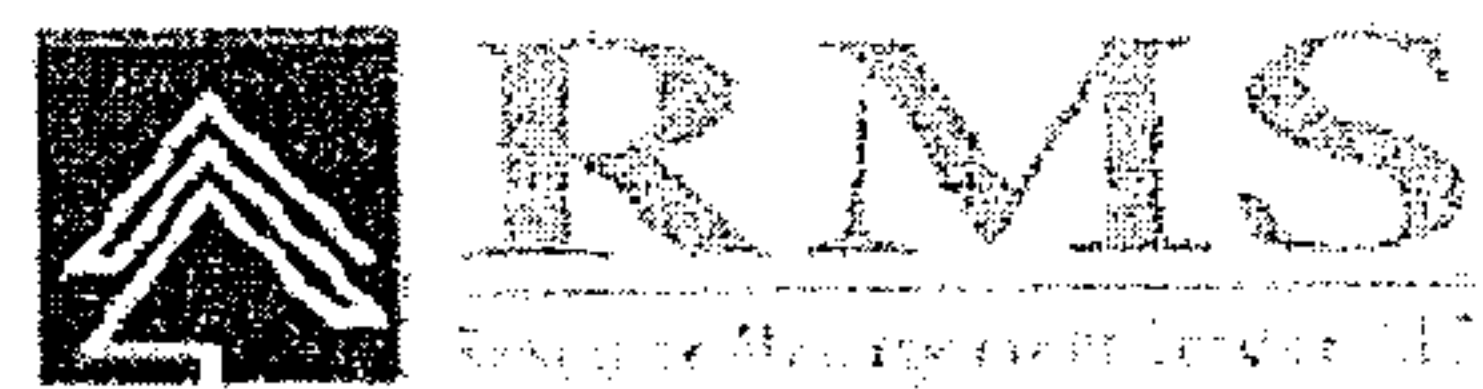
## EXHIBIT C

1. **Reservation.** Grantor will reserve timber rights on the portions of the Property more particularly depicted in cross-hatch on the map attached hereto, for a period of two (2) years following the Effective Date of this Deed, as the same may be extended or earlier terminated as provided herein (the "Reservation Period"), together with the right of access to the Property for purposes of thinning, clear-cut harvesting, cutting, piling, and removing said timber in the usual and customary manner.
2. **Operations.** In conducting its operations on the Property, Grantor will comply with the Best Management Practices promulgated or customary in the State where the Property is located, and Grantor will repair any damage to roads on the Property caused by Grantor's operations during the Reservation Period. Except as may be limited or directed by said State Best Management Practices, Grantor will be solely responsible for determining and directing the manner in which it conducts business on the Property, including without limitation time and manner of access and operations, and Grantee will have no rights whatsoever to limit, restrict, dictate, supervise, or otherwise direct Grantor's operations on the Property, except as may be otherwise expressly provided herein. Grantee shall not construct fences or engage in any other activities that would interfere with Grantor's rights to access the Property for purposes of the rights reserved to Grantor set forth herein.
3. **Force Majeure.** If Grantor is unable to perform its operations on the Property at any time during the Reservation Period on account of severe weather, storms, fire, other acts of God, labor strikes, governmental restrictions, or any similar matters outside of Grantor's control, the Reservation Period will be extended for such additional time as may be reasonably necessary for Grantor to complete its operations. Grantor will notify Grantee of any delays caused by said events of force majeure.
4. **Early Termination and Partial Release.** If Grantor completes its operations on the Property prior to the natural expiration of the Reservation Period, Grantor may provide written notice of said completion to Grantee, whereupon the Reservation Period will terminate automatically as of the date of Grantor's notice, Grantor's rights of access to the Property for harvesting, cutting and other operations will terminate, and title to the remaining timber on the Property, if any, will automatically revert to Grantee. In addition, Grantor may, at its sole election, provide such notice of completion of operations as to a portion or portions of the Property, whereupon the Reservation Period will terminate as to such portion or portions of the Property (collectively, the "Released Tract") but remain in effect for the remainder of the Property until expiration or earlier termination as provided herein.
5. **Release of Liability.** Upon the expiration or earlier termination of the Reservation Period, Grantor will be automatically released from all liability to Grantee and any other party with respect to the Property (or the Released Tract, as applicable) and Grantor's operations thereon, including without limitation damage to persons or to any portion of the Property or Released Tract, as applicable. Notwithstanding such automatic release and termination, upon request by either party, the parties will execute written releases of the timber reservation described herein, which shall be in recordable form. One or more releases may be requested from time to time as to a Released Tract prior to expiration or termination of the Reservation Period as to the entire Property. The requesting party may, at its sole cost, cause such release to be recorded in the records of the County or Parish where the Property is located.



Reserved Timber Map  
Sale Property Boundary  
Reserved Timber Stands

1:300000  
1 inch equals 0.47 miles  
Date Created: 8/21/2023



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
11/29/2023 02:58:52 PM  
\$293.00 PAYGE  
20231129000345750

*Allen S. Bayl*