

After recording, return to:

First American Title Insurance Co.
3455 Peachtree Road NE, Suite 1700
Atlanta, GA 30326
Attn: Jennifer Shinholster
File No: 1R7N

STATUTORY WARRANTY DEED

STATE OF ALABAMA §
 §
COUNTY OF SHELBY §

THIS STATUTORY WARRANTY DEED (this “**Deed**”), effective as of the 28th day of June, 2024 (the “**Effective Date**”), between **CLAIRMONT SPRINGS LLC**, a Delaware limited liability company, the address of which is c/o Manulife Investment Management Timberland and Agriculture Inc, 197 Clarendon Street, C-08-99, Boston, MA 02116 (“**Grantor**”) and **SOUTHERN PINE PLANTATIONS OF GEORGIA, INC.**, a Georgia corporation, the address of which is 6304 Peake Road, Macon, Georgia 31210 (“**Grantee**”).

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 described on Exhibit A attached hereto and incorporated herein by reference for all purposes (the “**Land**”), together with (i) all buildings thereon, (ii) all roads, bridges and other improvements and fixtures thereon, (iii) all timber growing, standing or lying thereon, and (iv) all other privileges, appurtenances, easements and other rights appertaining thereto (collectively, the Land and items (i) through (iv), 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 of the Property 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.

For the same consideration, Grantor does hereby REMISE, RELEASE, QUITCLAIM, and CONVEY, without any warranty whatsoever, either express or implied, and without recourse against Grantor, unto the said Grantee all of Grantor’s rights, title and interest, if any, in and to (i) all surface and subsurface minerals and mineral rights owned by Grantor, including all oil, gas and other liquid or gaseous hydrocarbons, including coal seam and coal bed methane gas, if any, (ii) geothermal resources, including geothermal steam and heat, all carbon sequestration rights, agricultural rights, and ancillary rights and economic benefits concerning environmental or ecosystem services and all rights to development, air, riparian, groundwater, water stock and biomass owned by Grantor, if any, and (iii) all accretions and other additions of land adjacent to any body of water by natural causes (collectively, the Land and items (i) through (iii), the “**Quitclaim Property**”). Grantee acknowledges that Grantor makes no representation or warranty whatsoever as to Grantor’s ownership or lack of ownership of any such Quitclaim Property rights:

[signature on following page]

Exhibit A**Description of Property**

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

Parcel 1 (For Information Only: Tax Parcel 05 5 21 0 000 002.000)

Section 21, Township 18 South, Range 2 East

Southeast $\frac{1}{4}$

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

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

Parcel 2 (For Information Only: Tax Parcel 05 5 22 0 000 001.000)

Section 22, Township 18 South, Range 2 East

South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$

Northwest $\frac{1}{4}$

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

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

Northwest diagonal $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$

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

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

Parcel 3 (For Information Only: Tax Parcel 05 6 23 0 000 003.000)

Section 23, Township 18 South, Range 2 East

That part of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 23, described as follows: Beginning at the northeast corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 23; thence south along the forty line 15 chains (990 feet); thence South 81 deg. West 3.96 chains (261.36 feet); thence North 41 deg. West 9.39 chains (619.74 feet) to the top of the mountain; thence along the top of the mountain South 52 deg. West 5.50 chains (363 feet); thence South 50 deg. West 5.70 chains (376.2 feet); thence South 44 deg. West 1.50 chains (99 feet) to the west boundary line of said forty; thence north along said west boundary line 17.0 chains (1,122 feet) to the northwest corner of said forty; thence east along the north boundary 20.00 chains (1,320 feet) to the point of beginning.

Section 23, Township 18 South, Range 2 East

A part of the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 23, described as follows:

Beginning at the NW corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 23, thence North 89 deg. East 7.90 chains (521.4 feet) to a corner; thence South 8.20 chains (541.20 feet) to the top of the

mountain; thence along the top of the mountain South 37 deg. West for 4.00 chains (264 feet); thence South 53 deg. West for 3.89 chains (256.74 feet); thence South 59 deg. West for 2.10 chains (138.6 feet) to the west line of said forty; thence North along forty line 15 chains (990 feet) to the point of beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY, TO-WIT:

From an axle at the N.W. corner of Section 23, Township 18 South, Range 2 East, run thence East along the North boundary of said Section 23 for a distance of 1329.90 feet to a $\frac{3}{4}$ inch pipe at the N.W. corner of the NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of said Section 23; thence continue along said course a distance of 122.68 feet to a $\frac{1}{2}$ inch pipe on the Easterly boundary of Shelby County Road #57 (80 foot R.O.W.), being the point of beginning of herein described parcel of land; thence continue along said course for a distance 144.57 feet to a $\frac{1}{2}$ inch rebar that is 3722.45 feet West of the N.E. corner of said Section 23; thence turn 91 deg. 24 min. 46 sec. right and run 324.09 feet along a white painted line to a $\frac{1}{2}$ inch rebar; thence turn 00 deg. 20 min. 57 sec. right and run 225.83 feet along a white painted line to a $\frac{1}{2}$ inch rebar; thence turn 32 deg. 57 min. 17 sec. right and run 106.33 feet along a white painted line to a $\frac{1}{2}$ inch rebar; thence turn 17 deg. 22 min. 42 sec. right and run 394.78 feet along a white painted line to a $\frac{1}{2}$ inch rebar; thence turn 11 deg. 20 min. 14 sec. right and run 140.25 feet along a white painted line to a $\frac{1}{2}$ inch crimped pipe; thence turn 18 deg. 30 min. 54 sec. right and run 180.83 feet along a white painted line to a $\frac{1}{2}$ inch rebar on the Easterly boundary of aforementioned Shelby County Road #57, said point being on a curve concave right, having a delta angle of 15 deg. 06 min. 30 sec. and tangents of 94.70 feet; thence turn 125 deg. 26 min. 06 sec. right and run a chord distance of 173.43 feet to a $\frac{1}{2}$ inch rebar at the P.T.; thence turn 06 deg. 58 min. 30 sec. right and run 525.82 feet along said road boundary to a $\frac{1}{2}$ inch rebar at the P.C. of a curve concave left, having a delta angle of 17 deg. 51 min. 43 sec. and tangents of 181.29 feet; thence turn 08 deg. 55 min. 51 sec. left and run a chord distance of 358.18 feet to a $\frac{1}{2}$ inch rebar at the P.T.; thence turn 08 deg. 55 min. 52 sec. left and run 58.55 feet along said road boundary to the point of beginning of herein described parcel of land; containing 6.35 acres, situated in the N $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 23, Township 18 South, Range 2 East, Shelby County, Alabama.

Being the same property described in deed from Cahaba Forests, LLC to J. Thomas Williams, Jr. dated May 17, 2004, and recorded as Inst. # 20041011000559480, in the Probate Office of Shelby County, Alabama.

Parcel 4 (For Information Only: Tax Parcel 05 8 27 0 000 005.000)

Section 27, Township 18 South, Range 2 East

West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$

Thirteen acres off of the West side of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 27

Parcel 5 (For Information Only: Tax Parcel 05 8 28 0 000 001.000)

Section 28, Township 18 South, Range 2 East

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

All of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ Section 28, EXCEPT a tract containing 3 acres, being 210 yards (630 feet) long East and West and 70 yards (210 feet) wide North and South and lying in the Southwest corner of said Southeast $\frac{1}{4}$ of Northeast $\frac{1}{4}$ of said Section 28.

West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$

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

Exhibit B to Statutory Warranty Deed
Permitted Exceptions

- A. Restrictions on the ability of Grantee to build upon or use the Property imposed by any current or future development standards, building or zoning ordinances or any other law;
- B. To the extent a tract included in the Property is bounded or traversed by a river, stream, branch or lake:
 - 1. the rights of upper and lower riparian owners and the rights of others to navigate such river or stream;
 - 2. the right, if any, of neighboring riparian owners and the public or others to use any public waters, and the right, if any, of the public to use the beaches or shores for recreational purposes;
 - 3. any claim of lack of title to the Property formerly or presently comprising the shores or bottomland of navigable waters or as a result of the change in the boundary due to accretion or avulsion; and
 - 4. any portion of the Property which is sovereignty lands or any other land that may lie within the bounds of navigable rivers as established by law;
- C. To the extent any portion of the Property is bounded or traversed by a public road or maintained right of way, the rights of others (whether owned in fee or by easement) in and to any portion of the Property that lies within such road or maintained right of way;
- D. Railroad tracks and related facilities, if any (whether owned in fee or by easement), and related railroad easements or railroad rights of way, if any, traversing the Property and the rights of railroad companies to any tracks, siding, ties and rails associated therewith;
- E. Any restriction on the use of the Property due to environmental laws;
- F. All ad valorem property or other taxes (other than income taxes) not yet due and payable and 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, including any additional or supplemental taxes that may result from a reassessment of the Property, and any potential roll-back or greenbelt type taxes related to any agricultural, forest or open space exemption that is subject to recapture pursuant to applicable law;
- G. Liens for taxes not yet due and payable;
- H. Easements, discrepancies or conflicts in boundary lines, shortages in area, vacancies, excesses, encroachments or any other facts that a current and accurate survey of the Property would disclose;

- I. All oil, gas and other minerals or other substances of any kind or character as may have been previously reserved by or conveyed to others and any leases concerning any oil, gas, other minerals or other substances in, on or under the Property;
- J. Rights, if any, relating to the construction and maintenance in connection with any public utility of wires, poles, pipes, conduits and appurtenances thereto, on, under, above or across the Property;
- K. Intentionally Omitted;
- L. Rights of others under any leases, contracts and other agreements assigned by Grantor and assumed by Grantee pursuant to one or more assignment and assumption agreements of even date herewith;
- M. Any claim of lack of access rights to any portion of the Property identified on Exhibit C hereof;
- N. Intentionally Omitted;
- O. Any easement, covenant, use restriction, zoning restriction, boundary line dispute, encroachment or other third-party right affecting any of the Property not described in items (A) through (N) above and which, individually or in the aggregate, would not have a material adverse effect on the use and enjoyment by Grantee of the Property for commercially growing and harvesting timber.

And the following specific exceptions:

1. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including the mineral rights set out in Inst. # 2000-04451, in Probate Office. Said deed having been corrected by that certain Corrective Statutory Warranty Deed recorded as Inst. #2001-21744, in the Probate Office of Shelby County, Alabama.

This exception does not constitute a statement as to the ownership of this interest or right. There may be leases, grants, exceptions or reservation of such interests that are not listed.

2. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, as set out in Deed Book 153 page 169, Deed Book 179 page 456, and Deed Book 184, page 217, in the Probate Office.

This exception does not constitute a statement as to the ownership of this interest or right. There may be leases, grants, exceptions or reservation of such interests that are not listed.

The Following Matters Affect Township 18 South, Range 2 East:

3. Transmission Line Permit to Alabama Power Company as set out in Deed Book 150 page 352 in the Probate Office. (N 1/2 of NW 1/4 of NW 1/4, 27-18-2E)

4. Right of way granted to Shelby County as set out in Deed Book 226 page 54 in the Probate Office. (NW 1/4,23-18S-2E)
5. Transmission Line Permit to Alabama Power Company as set out in Deed Book 129 pages 306 and 308, in the Probate Office.

The Following Matters Affect Township 22 South, Range 4 West:

6. Grant of Easement from Clairmont Springs to Hawaii ERS Timberland, dated June 25, 2024, and recorded in Deed Book 2024, Page , Shelby County records.
0724000228340

Exhibit C to Statutory Warranty Deed
Lack of Access Parcels

NONE

Real Estate Sales Validation Form***This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1***

Grantor's Name Clairmont Springs LLC
Mailing Address 197 Clarendon Street
C-08-99
Boston, MA 02116-5010

Grantee's Name Southern Pine Plantations of Georgia, Inc.
Mailing Address 6304 Peake Road
Macon, GA 31210

Property Address Acreage/Agricultural
Multiple parcels Shelby
County

Date of Sale June 28, 2024

Total Purchase Price \$ 2,442,400.75

or

Actual Value \$

or

Assessor's Market Value \$

The purchase price or actual value claimed on this form can be verified in the following documentary evidence:
(check one) (Recordation of documentary evidence is not required)

 Bill of Sale
X Sales Contract
 Closing Statement

 Appraisal
 Other

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available. Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

[signature page to follow]

Form RT-1

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-11-1 (h).

Date

June 25, 2024

Unattested *Charlotte Hamilton* (Sign)
Charlotte Hamilton

CLAIRMONT SPRINGS LLC

By: Manulife Investment Timberland and
Agriculture Inc, its Manager

By: *Derek K. Solmie*
Name: Derek K. Solmie
Title: Director, Dispositions and Acquisitions



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
07/29/2024 02:38:33 PM
\$2497.50 BRITTANI
20240729000233380

Allie S. Bayl