

This Instrument Prepared By:

Susan Bird
Eversheds Sutherland (US) LLP
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 ONE MILLION EIGHT HUNDRED FORTY-SIX THOUSAND NINE HUNDRED FIFTY AND NO/100 DOLLARS (\$1,846,950.00) 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 December 20, 2024 (the "Effective Date").

Address of Grantor:

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

Address of Grantee:

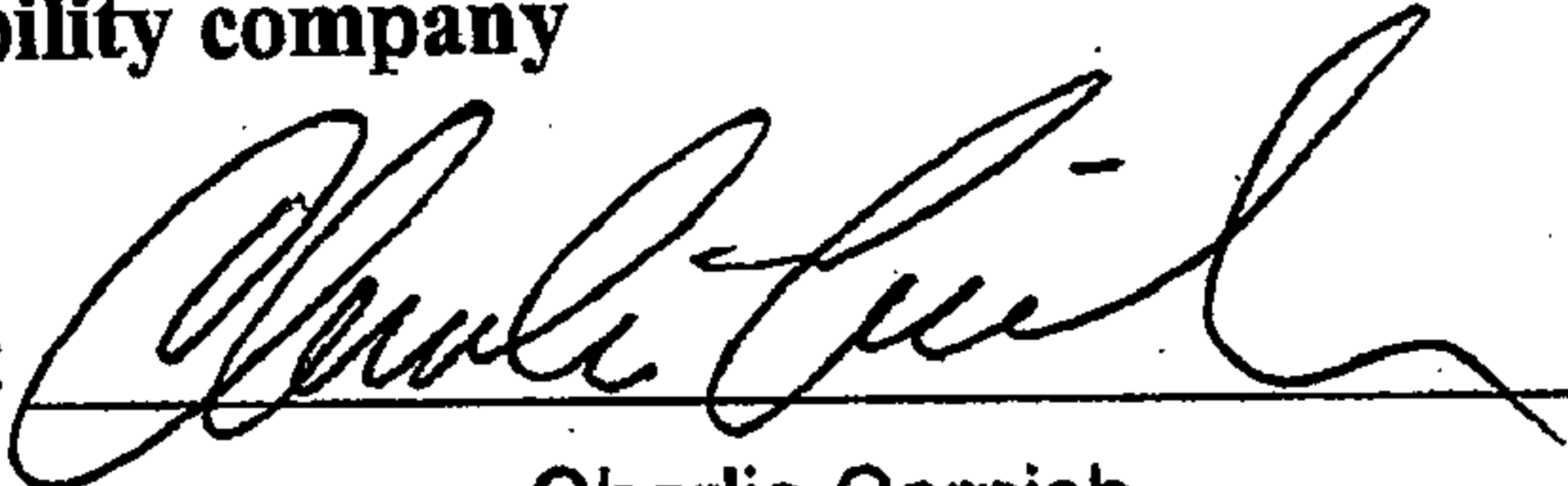
3360 Davey Allison Blvd.
Hueytown, AL 35023

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has signed and sealed this deed on this the 21 day of October, 2024, but so as to be effective on the Effective Date set forth above.

Redstone TimberCo LLC, a Delaware limited liability company

By: 

Name: Charlie Cornish

Title: Executive Vice President

STATE OF ALABAMA

COUNTY OF SHELBY

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)
)

ACKNOWLEDGEMENT

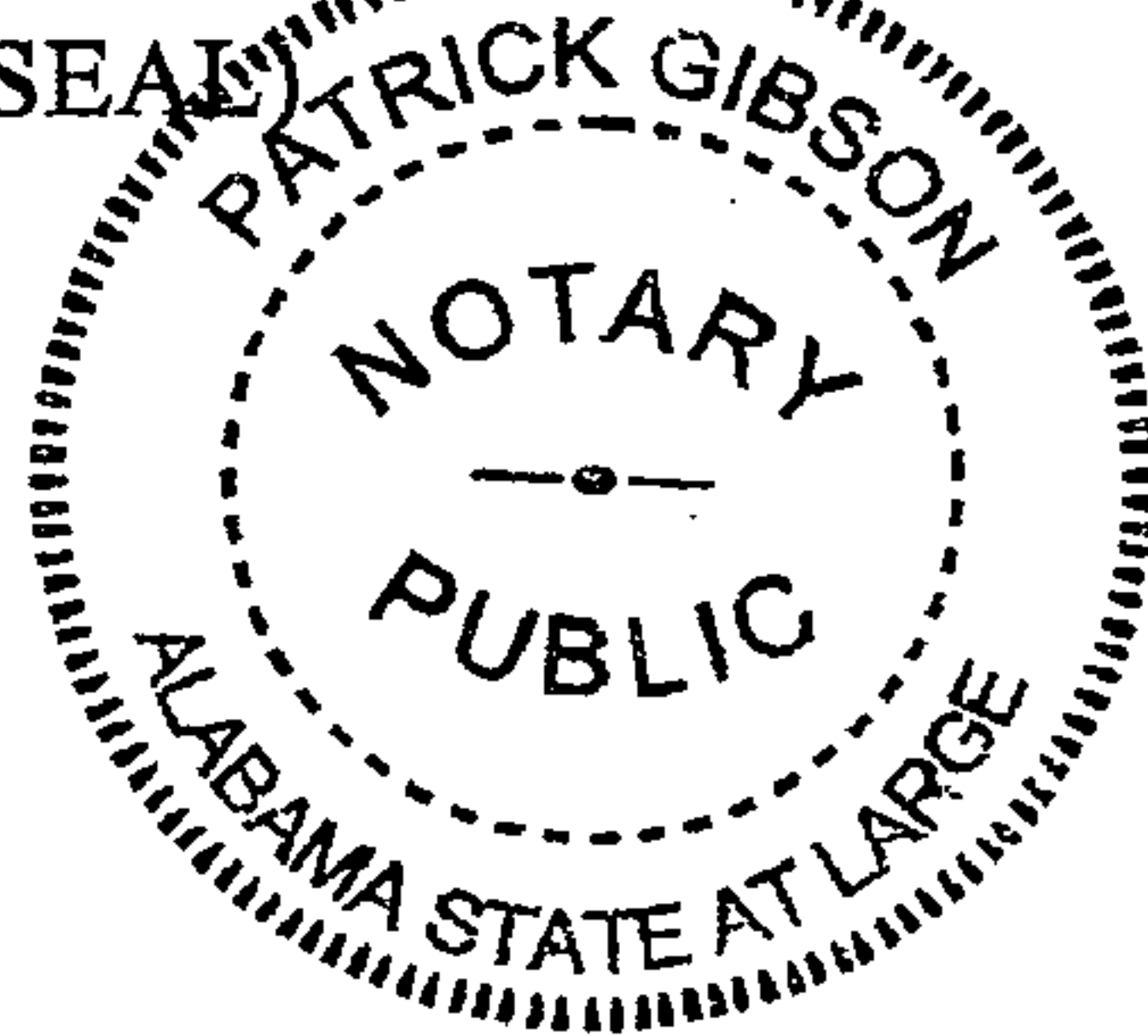
I, the undersigned, a Notary Public in and for said County and State, hereby certify that Charlie Cornish, whose name as Executive Vice President of Redstone TimberCo LLC, a Delaware limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this 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.

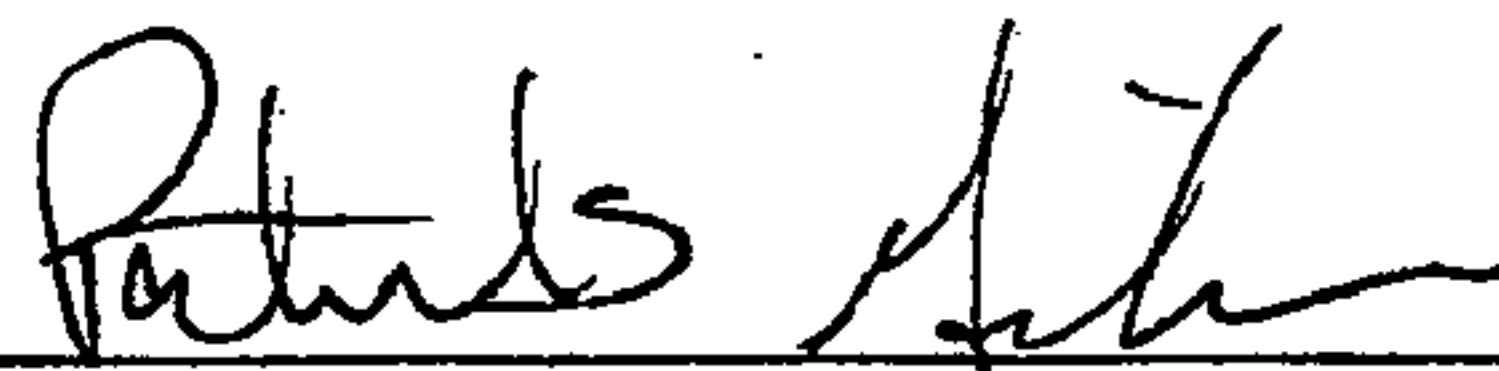
GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 21 day of October, 2024.

My commission expires:

02-23-2028

(SEAL)





Notary Public of Alabama

Printed Name: Patrick Gibson

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1

A parcel of land, lying in the West 1/2 of Section 17, the West 1/2 of Section 20 and the West 1/2 of Section 29, all in Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

BEGIN at a 3" capped pipe found and locally accepted to be the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of said Section 17, said point being the POINT OF BEGINNING; thence South 00 degrees 25 minutes 22 seconds East along the East line of said 1/4-1/4 section and the continuation thereof, for a distance of 3982.56 feet to a 1/2" capped rebar found and locally accepted to be the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of said Section 17, same being the Northeast corner of the Northeast 1/4 of the Northwest 1/4 of said Section 20; thence South 00 degrees 21 minutes 35 seconds East along a continuation of said 1/4-1/4 section line, crossing said Section 20 and continuing through Section 29, for a distance of 9272.32 feet to a 1/2" rebar found and locally accepted to be the Southeast corner of the Northeast 1/4 of the Southwest 1/4 of said Section 29; thence North 89 degrees 31 minutes 50 seconds West along the South line of said 1/4-1/4 section for a distance of 1350.35 feet to a 2" pipe found at the Southwest corner of said 1/4-1/4 section, same being the Northeast corner of the Southwest 1/4 of the Southwest 1/4 of said Section 29; thence North 00 degrees 15 minutes 59 seconds West for a distance of 13,276.21' to a 3" capped pipe found; thence South 88 degrees 36 minutes 06 seconds East for a distance of 985.73 feet to a 5/8" rebar found; thence South 88 degrees 33 minutes 55 seconds East for a distance of 339.06 feet to the POINT OF BEGINNING. Containing 407.69 acres, more or less.

PARCEL 2

A parcel of land, lying in the Southwest 1/4 of the Southwest 1/4 of Section 29, and the East 1/2 of the Southeast 1/4 of Section 30, all in Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

BEGIN at a 3" open pipe found and locally accepted to be the Southeast corner of said Section 30, said point being the POINT OF BEGINNING; thence North 86 degrees 39 minutes 15 seconds West along the South line of said Section for a distance of 725.09 feet to an iron pin set on the East right of way margin of Setco Mine Road (40' right-of-way); thence along said right-of-way the following six (6) calls: thence North 24 degrees 11 minutes 23 seconds West for a distance of 450.87 feet to a point on a curve to the right, having a radius of 330.00 feet, a chord bearing of North 02 degrees 10 minutes 38 seconds East and a chord length of 293.12 feet; thence along the arc of said curve for a distance of 303.73 feet to a point of reverse curve to the left, having a radius of 280.00 feet, a chord bearing of North 04 degrees 04 minutes 00 seconds East and a chord length of 232.03 feet; thence along the arc of said curve for a distance of 239.24 feet to a point of reverse curve to the right, having a radius of 3480.00 feet, a chord bearing of North 17 degrees 09 minutes

10 seconds West and a chord length of 395.54 feet, thence along the arc of said curve for a distance of 395.75 feet to a point; thence North 13 degrees 53 minutes 41 seconds West for a distance of 442.23 feet to a point on a curve to the right, having a radius of 560.00 feet, a chord bearing of North 02 degrees 21 minutes 21 seconds West and a chord length of 224.04 feet; thence along the arc of said curve for a distance of 225.56 feet to an iron pin set; thence South 24 degrees 24 minutes 13 seconds East for a distance of 545.76 feet to a 1/2" capped rebar found stamped "SCS"; thence South 46 degrees 01 minutes 12 seconds East for a distance of 1719.60 feet to a 1/2" capped rebar found stamped "SCS"; thence South 78 degrees 58 minutes 30 seconds East for a distance of 980.00 feet to a 1/2" rebar found on the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 29; thence South 00 degrees 32 minutes 03 seconds East along the East line of said 1/4-1/4 section for a distance of 140.23 feet to a 2" pipe found and locally accepted to be the Southeast corner of said 1/4-1/4 section; thence North 89 degrees 34 minutes 36 seconds West along the South line of said section 29 for a distance of 1313.07 feet to the POINT OF BEGINNING. Containing 32.06 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

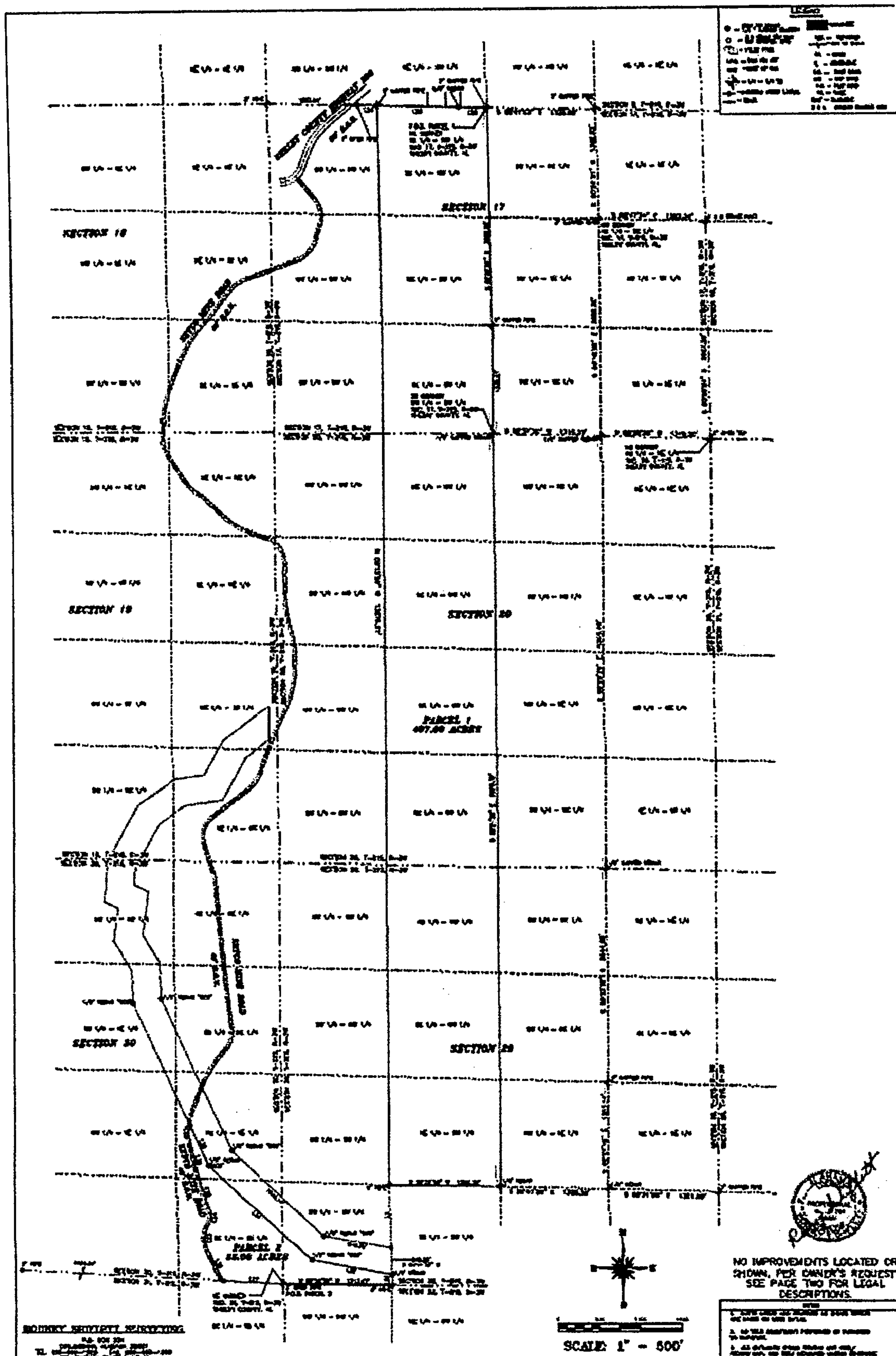


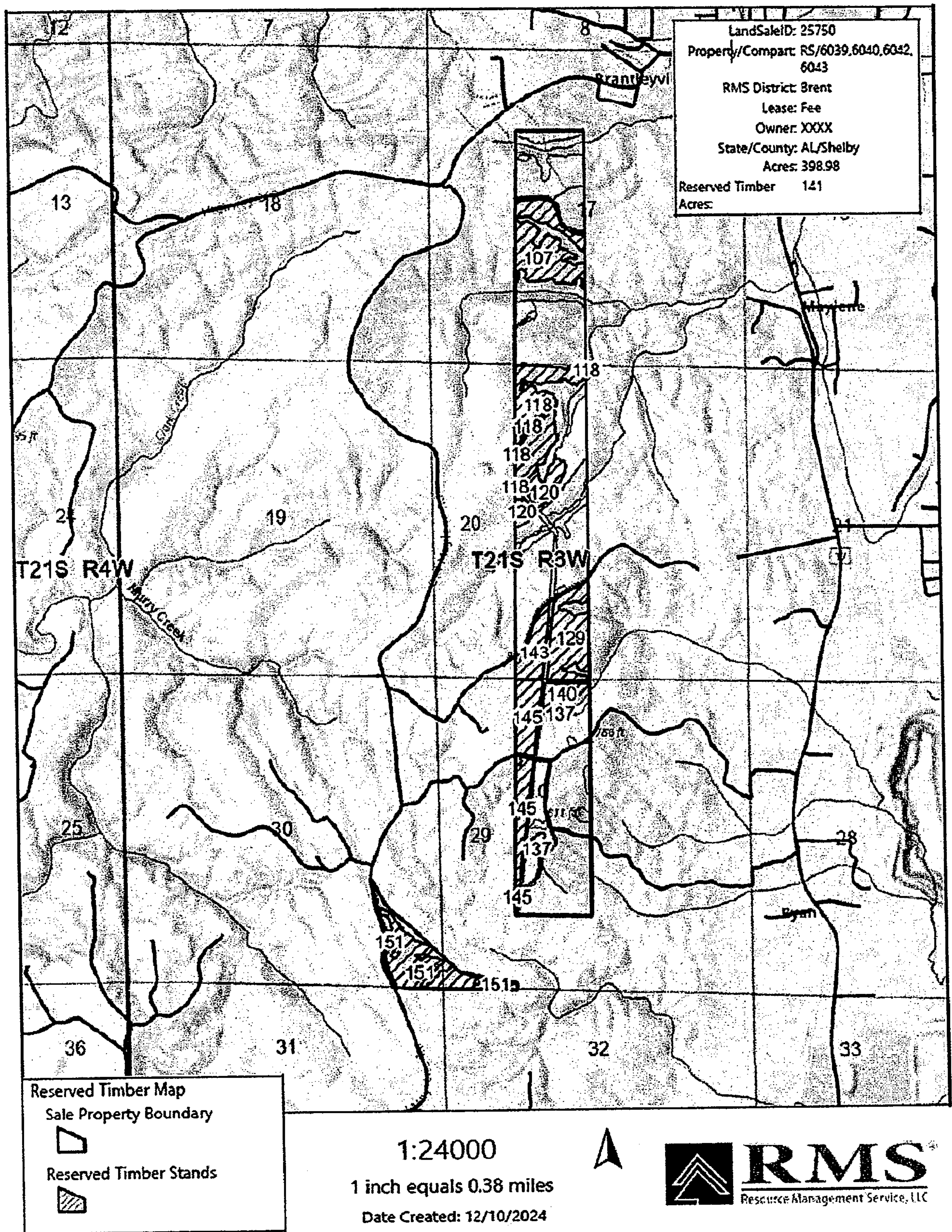
EXHIBIT B

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
TIMBER RESERVATION

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.



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

File#: E-7174

Grantor's Name Redstone TimberCo LLC
 Mailing Address 31 Inverness Center Parkway
STE 200
Birmingham, AL 35242

Grantee's Name Western REI, LLC
 Mailing Address 3360 Davey Allison Boulevard
Bessemer, AL 35023

Property Address Tract B Part 1
Maylene, AL 35111

Date of Sale December 20, 2024
 Total Purchase Price \$1,846,950.00
 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).

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 § 40-22-1 (h).

Date December 20, 2024

Print: Justin Smitherman



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Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, Clerk
 Clerk (verified by)
 Shelby County, AL
 12/20/2024 03:49:08 PM
 \$1896.00 JOANN
 20241220000389440

(Grantor/Grantee/ Owner/ Agent) circle one

Allen S. Bayl

Form RT-1