This instrument was prepared by: Joshua L. Hartman P. O. Box 846 Birmingham, Alabama 35201

My Commission Expires:

3/23/23

Send Tax Notice to: Scott R. Ferguson Nancy Ferguson 2016 Blackridge Road

Allo Motary Public

## <u>to</u>

Hoover, AL 35244 CORPORATION FORM OT A TITEODAY AND A STORE -
CORPORATION FORM STATUTORY WARRANTY DEED – Jointly for Life with Remaind Survivor
STATE OF ALABAMA ) SHELBY COUNTY )
That in consideration ofNine Hundred Two Thousand One Hundred and no/100
Dollars to the undersigned grantor, <b>BLACKRIDGE PARTNERS</b> , <b>LLC</b> , an Alabama limited liab company, (herein referred to as GRANTOR) in hand paid by the grantees herein, the receipt whereon hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey scott R. Ferguson and Nancy Ferguson  (herein referred to as Grantees), for and during their joint lives and upon the death of either of them, to the survivor of them in fee size that the state of them.
to the survivor of them in fee simple, together with every contingent remainder and right of reversion, following described real estate, situated in Shelby County, Alabama, to-wit:
SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.
\$484,350.00 of the purchase price recited above has been paid from the proceeds of mortgage loan closed simultaneously herewith.
TO HAVE AND TO HOLD unto the said grantees, as joint tenants, with right of survivors their heirs and assigns forever, it being the intention of the parties to this conveyance, that (unless the jet tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the even one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grant and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenance in common.
And the Grantors do hereby covenant with the Grantees, except as above-noted, that, at the time the delivery of this Deed, the premises were free from all encumbrances made by it, and that it sl warrant and defend the same against the lawful claims and demands of all persons claiming by, through or under it, but against none other.
IN WITNESS WHEREOF, the said GRANTOR, by its Managing Member, SB Holding Corp., its Authorized Representative, who is authorized to execute this conveyance, hereto set its signature a seal, this the10thday of0ctober, 20_19
BLACKRIDGE PARTNERS, LLC
By: SB HOLDING CORP. Its: Managing Member  By: J. Daryl Spears Authorized Representative
STATE OF ALABAMA)  JEFFERSON COUNTY)
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify the J. Daryl Spears, whose name as Authorized Representative of SB Holding Corp., an Alabama corporation, Managing Member of BLACKRIDGE PARTNERS, LLC, an Alabamited liability company is signed to the foregoing conveyance and who is known to me, acknowledge before me on this day to be effective on the10th day of
Given under my hand and official seal this 10th day of October

# Exhibit "A" Property Description

Lot 1100, according to the Final Plat of the Subdivision of Blackridge Phase 1C, as recorded in Map Book 49, Page 62 A&B, in the Probate Office of Shelby County, Alabama

#### SUBJECT TO:

- 1. Taxes and assessments for the year 2020 and subsequent years, which are not yet due and payable.
- 2. Easements and building setback lines as shown on the Final Plat of the Subdivision of Blackridge Phase 1A recorded in Map Book 48, Page 83 A and B as Instrument No. 20181201000431140 in the Probate Office of Shelby County, Alabama on December 1, 2017.
- 3. Thirty-foot access and utility easement as shown on the Final Plat of the Subdivision of Blackridge Tower Lot recorded in Map Book 47, Page 27 as Instrument No.
- 20170105000054400 in the Probate Office of Shelby County, Alabama on January 5, 2017.

  4. Terms, easements, covenants, conditions, restrictions, charges, liens and regulations contained in Blackridge Residential Declaration of Covenants, Conditions and Restrictions dated December 4, 2017, recorded in Instrument No. 20171204000433480 in the Probate Office of Probate of Shelby County, Alabama on December 4, 2017. Amended by First Amendment to Blackridge Residential Declaration of Covenants, Conditions and Restrictions dated December 4, 2017, recorded in Instrument No. 20171204000433490 in the Probate Office of Probate of Shelby County, Alabama on December 4, 2017. Further amended by Second Amendment to Blackridge Residential Declaration of Covenants, Conditions and Restrictions dated December
- 19, 2017, recorded in Instrument No. 20171219000452060 in the Probate Office of Probate of Shelby County, Alabama on December 19, 2017. Further amended by Third Amendment to Blackridge Residential Declaration of Covenants, Conditions and Restrictions dated September 16, 2018, recorded in Instrument No. 20180926000344020 in the Probate Office of Probate of Shelby County, Alabama on September 26, 2018. Fourth Amendment recorded in Inst. No. 20180923000343080.
- 5. Annual and/or other special assessments or charges pertaining to the insured premises, as contained in said Declaration of Covenants, Conditions and Restrictions. No liability is assumed for the payment of maintenance assessments as set forth in said Declaration, which assessments shall be subordinate to the lien of a first mortgage.
- 6. Title to all minerals within and underlying the premises, together with all mining and other rights, reservations, provisions and conditions as set forth in deed from CSX Transportation, Inc., a Virginia corporation, to Western Pocahontas Properties Limited Partnership recorded in Real Book 112, page 876 in the Probate Office of Shelby County, Alabama on February 2, 1987, corrected in deed recorded in Real Book 328, page 1 on February 4, 1991.
- 7. Easement reservation for ingress and egress as set out in Inst. No. 1994-3931, dated February 4, 1994, recorded in the Probate Office of Shelby County, Alabama on February 4, 1994, and recorded in Inst. No. 200260-2612 in the Probate Office of Jefferson County, Alabama on February 4, 1994.
- 8. Covenants, restrictions, reservations, including reservation of oil and gas rights, limitations, subsurface conditions, and mineral and mining rights set forth in deed from CSX Transportation, Inc., a Virginia corporation, to Western Pocahontas Properties Limited Partnership recorded in Instrument No. 20020515000229800 in the Probate Office of Shelby County, Alabama on May 15, 2002.
- 9. Telecommunication cable easement in favor of Sprint Communications Company, et al., by Court Order dated November 18, 2011, recorded in Instrument No. 2012021300053280 in the Probate Office of Probate of Shelby County, Alabama on February 13, 2012, and recorded in Instrument No. 2012021700059230 on February 17, 2012.
- 10. Assignment of Easement Rights by Riverwood Holdings, LLC, an Alabama limited liability company, in favor of Blackridge Partners, LLC, an Alabama limited liability company, dated December 30, 2015, recorded in Instrument No. 20151230000443770 in the Probate Office of Probate of Shelby County, Alabama on December 30, 2015.
- 11. Any loss or claim arising out of the fact a portion of the property appears to be former railroad lands as conveyed by Quitclaim Deed from CSX Transportation, Inc., a Virginia Corp, to Blackridge Partners, LLC, a limited liability company in the State of Alabama, dated May 16, 2017, as recorded in Inst. No. 20170517000171950 in the Probate Office of Shelby County, Alabama on May 17, 2017.

- 12. Restrictions, terms and conditions in Special Warranty Deed from CSX Transportation, Inc., a Virginia Corp, to Blackridge Partners, LLC, a limited liability company, dated May 16, 2017, as recorded in Inst. No. 20170517000171960 in the Probate Office of Shelby County, Alabama on May 17, 2017.
- 13. Terms, conditions reservation of rights contained in Non-Exclusive Access and Utility Easement Agreement by and between Blackridge Partners, LLC, on Alabama limited liability company, and Southern Towers, LP, a Tennessee limited partnership, dated June 14, 2017, recorded in Inst. No. 20170615000211180 in the Probate Office of Shelby County, Alabama on June 15, 2017. Amended by First Amendment to Non-Exclusive Access and Utility Easement Agreement (Cell Tower) dated November 28,2018, recorded in Inst. No. 20181207000428960 in the Probate Office of Shelby County, Alabama on December 7,2018;
- 14. Terms, conditions, rights, exceptions and reservations set forth in Deed of Easement for roadway easements, aerial easement and pier easements by CSX Transportation, Inc., a Virginia corporation, in favor of the City of Hoover, a body corporate and politic under the laws of the State of Alabama, as recorded in Instrument No. 20170908000328520 in the Probate Office of Probate of Shelby County, Alabama on September 8, 2017, and the lack of a right of access to and from the Land that would result from the termination of said easement.
- 15. Right of Way Agreement in favor of The Water Works Board of the City of Birmingham for water pipeline purposes dated September 7, 2017, recorded in Inst. No. 20170918000338670 in the Probate Office of Shelby County, Alabama on September 18, 2017.
- 16. Grant of Easement in Land for an Underground Subdivision in favor of Alabama Power Company dated October 31, 2017, recorded in Inst. No. 20171102000397470 on November 2, 2017.
- 17. Grant of Easement to Alabama Power Company as recorded in Inst No 20151006000350460, inst No 20151006000324070, Inst No 20171120000419620, Inst No 20171102000397470, Inst. No 20180316000088220 and Inst. No 20180316000088230.
- 18. Right of way Agreement granted The Water Works Board of the City of Birmingham as recorded in Inst. No. 20170918000338670.
- 19. Easement Pole Line in favor of Alabama Power Company dated October 31, 2017, recorded in Instrument No. 20171103000400200 in the Probate Office of Shelby County, Alabama on November 3, 2017.
- 20. Easement Underground in favor of Alabama Power Company dated February 15, 2018, recorded in Instrument No. 20180228000064490 in the Probate Office of Shelby County, Alabama on February 28, 2018.
- 21. 35' building setback line and 2.5' storm easement, both as shown on plat recorded in Map Book 48, Page 83A & B, in the Office of the Judge of Probate of Shelby County, Alabama. 22. Certificate of Blackridge Residential Association, Inc. recorded in inst. No. 20171204000433500
- 23. Less and except any part of subject property lying within any lake.
- 24. Less and except any part of subject property lying within any Cahaba River.
- 25. Riparian Rights associated with the Lake under applicable State and/or Federal law.
- 26. Covenants, conditions, easements, restrictions, prohibitions and requirements contain in Declaration of Restrictive Covenants by and between Blackridge Partners, LLC and the U.S. Army Corps of Engineers pursuant to Section 404 of the Clean water Act and/or Section 10 of the rivers and Harbors act as recorded in inst No 2016-248830 and recorded map relation thereto as recorded in inst no 2016-248840
- 27. Restrictive Covenants recorded 05/01/2019 in Inst No 20190501000145750 Shelby County, Alabama.
- 28. Easement to Alabama Power Company recorded 03/19/2019 in Inst No 20190319000088290 and recorded 06/18/2019 in Inst No 20190618000215980 and recorded 06/14/2019 in Inst No 20190614000210790 n Shelby County, Alabama.
- 29. Easement to Clayton Properties Group Inc. and Luxury Lake Investments recorded 5/1/2019 in instruments #20190501000145800, Shelby County, Alabama.

### 20191011000375760 10/11/2019 12:09:39 PM DEEDS 4/4

Form RT-1

#### Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name Mailing Address	Blackridge Partners, LLC 3545 Market Street Hoover, AL 35226		Grantee's Name Mailing Address	Scott R. Ferguson and Nancy Ferguson 7016 Emerson Lane San Ramon, CA 94582	
Property Address	2016 Blackridge Road Hoover, AL 35244		Date of Sale Total Purchase Price Or	October 10, 2019 \$902,100.00	
Official I Judge of Clerk Shelby C 10/11/201 S449.00	d Recorded Public Records Probate, Shelby County Alabama, County County, AL 19 12:09:39 PM CHERRY		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 S Sales Co		Appraisa Other:			
Closing S	Statement				
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 <u>Code of Alabama 1975</u> § 40-22-1 (h).					
accurate. I furth	est of my knowledge and bel ner understand that any false ed in <u>Code of Alabama 1975</u>	statements clair	rmation contained ned on this form m	in this document is true and ay result in the imposition of the	
Date: October	10, 2019		Joshua L. Hartmar	1	
Unatteste	ed(verified by)		Sign(Grantor/Granto	ee/ Owner/Agent) circle one	