

THIS INSTRUMENT PREPARED BY:

James E. Vann, Esq.
Dentons Sirote PC
2311 Highland Avenue South
Birmingham, Alabama 35205

STATE OF ALABAMA

COUNTY OF SHELBY

ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT (this "Agreement") is entered into as of the 29 day of August, 2022, by and among **Blackridge Partners II, LLC** (hereinafter sometimes referred to for convenience as the "Additional Borrower"), **Blackridge Partners, LLC, SB Holding Corp., SB Dev. Corp., and NSH Corp.** (hereinafter individually and collectively sometimes referred to for convenience as the "Original Borrowers"), and **ServisFirst Bank** (hereinafter sometimes referred to for convenience as the "Lender").

RECITALS:

A. Original Borrowers obtained from Lender a loan in the amount of \$7,000,000.00 (hereinafter sometimes referred to as the "Loan"), as evidenced by a Promissory Note dated as of April 30, 2019 (hereinafter sometimes referred to for convenience as the "Note"). The Loan and the Note are further secured and supported by, among other things, that certain Mortgage and Security Agreement recorded in the Office of the Judge of Probate of Shelby County, Alabama at Instrument #20190501000145810 (the "Mortgage"), that certain Assignment of Rents and Leases recorded in the Office of the Judge of Probate of Shelby County, Alabama at Instrument #20190501000145820 (the "Assignment"), and those certain UCC Financing Statements recorded in the Office of the Judge of Probate of Shelby County, Alabama at Instrument #20190501000145830 and in the Office of the Secretary of State of the State of Alabama in Instrument B 19-7200994 FS (individually and collectively, the "UCC Financing Statements"). The covenants, terms, and conditions of the Loan are further evidenced by other agreements, documents and instruments executed by Original Borrowers. For convenience, the Note, the Mortgage, the Assignment, the UCC Financing Statements, and all other agreements, documents, and instruments executed in connection with the Loan are hereinafter referred to as the "Loan Documents".

B. Original Borrowers have transferred their interests in and to the real property described in the Mortgage and in Exhibit A attached hereto and all related personal property and fixtures (collectively the "Property") to Additional Borrower, and Original Borrowers and Additional Borrower have requested Lender's consent to such transfer. Lender is willing to

grant its consent to the transfer provided that Original Borrowers and Additional Borrower enter into this Agreement and the other documents to be executed in connection herewith.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions contained herein, the parties hereto hereby agree as follows:

1. **Assumption.** Additional Borrower hereby unconditionally and irrevocably assumes liability for, and agrees to be bound by all of Original Borrowers' indebtedness and other obligations owing to Lender pursuant to the Note, the Mortgage, and all of the other Loan Documents. Additional Borrower's obligations shall be performable as if Additional Borrower were a maker and mortgagor originally named in the Note and Mortgage and a borrower and debtor originally named in all of the other Loan Documents to which Original Borrower is a party.

2. **Additional Documents.** Concurrently with the execution of this Agreement, and upon request of Lender at any time hereafter, Additional Borrower and Original Borrowers agree to execute and deliver to Lender all such other documents as Lender shall deem necessary or desirable, including, without limitation, all documents necessary or desirable in order to create and perfect or to continue Lender's first priority mortgage on and security interest in all collateral described in the Mortgage, the Assignment, the UCC Financing Statements, and the other Loan Documents. Additional Borrower hereby authorizes Lender to record amendments to the UCC Financing Statements to reflect that Additional Borrower is a debtor and to file a new UCC Financing Statement in the office of the Secretary of State of Alabama and the Judge of Probate of Shelby County, Alabama reflecting that Additional Borrower is a debtor.

3. **Consent of Lender.** Lender hereby consents to the transfer of the Property to Additional Borrower provided that (i) Lender is given and is at all times vested with a first priority mortgage on and security interest in and to all of the real and personal property described in the Mortgage, the Assignment, the UCC Financing Statements, and the other Loan Documents; (ii) Original Borrowers and Additional Borrower execute and deliver to Lender any and all documents requested at any time or from time to time in order for Lender to be assured that it is vested with a first priority mortgage on and security interest in all such collateral; and (iii) Original Borrowers and Additional Borrower perform all of their obligations contained herein including, without limitation, payment of all costs and expenses of Lender. If Lender is not vested with such first priority mortgage and security interest or if Additional Borrower or Original Borrowers fail to execute any and all such documents or fail to perform all such obligations, then Lender's consent shall be void *ab initio* and Original Borrowers and Additional Borrower shall be in default hereunder and under the Note, Mortgage, and all other Loan Documents.

4. **No Release; Reaffirmation.** This Agreement does not constitute a novation, and no Original Borrower shall be released from or relieved of any liability for payment and performance of the indebtedness and other obligations of Original Borrowers to Lender in connection with the Loan Documents to which it is a party as and to the extent therein provided. Original Borrowers hereby acknowledge, affirm, and agree (i) that each of them is and remains indebted and obligated to Lender pursuant to the Loan Documents to which it is a party as and to the extent therein provided; (ii) that the obligations of Original Borrowers are in full force and

effect, are valid and binding obligations upon Original Borrowers, and are fully enforceable by Lender against Original Borrowers and against all collateral described in the Mortgage, the Assignment, the UCC Financing Statements, and the other Loan Documents; and (iii) that no Original Borrower possesses any defense, offset, counterclaim, or cross-claim of any nature whatsoever to the enforcement of the Loan Documents.

5. Additional Borrower's Representations and Warranties.

Without limitation of any obligations, representations, warranties or liabilities assumed by Additional Borrower pursuant to this Agreement, Additional Borrower represents and warrants to Lender that:

(a) **No Secondary Financing.** No lien or other charge upon the Property, other than the first priority Mortgage of Lender, has been given or executed by Additional Borrower, or has been contracted or agreed to be so given or executed.

(b) **Title to Properties, etc.** Additional Borrower has good and indefeasible fee simple title to the Property. The Property is free and clear of all mortgages, pledges, liens, charges and other encumbrances.

(c) **Litigation.** There are no actions, suits, or proceedings pending or, to the best knowledge of Additional Borrower, threatened against or affecting Additional Borrower, at law or in equity or by or before any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, which involve any of the transactions contemplated in this Agreement or the possibility of any judgment or liability that may result in any material adverse change in the business, operations, properties or assets, or in the condition, financial or otherwise, of Additional Borrower; and Additional Borrower is not in default with respect to any judgment, writ, injunction, decree, rule or regulation of any court or federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign.

(d) **Agreements.** Additional Borrower is not a party to any agreement or instrument, materially and adversely affecting the businesses, properties, assets, operations or condition, financial or otherwise, of Additional Borrower; and Additional Borrower is not in default in the performance, observance, or fulfillment of any of the obligations, covenants, or conditions contained in any agreement or instrument to which it is a party, which default would have a material adverse effect upon the business, properties or assets, operations, or condition, financial or otherwise, of Additional Borrower.

(e) **Loan Document Review.** Additional Borrower hereby certifies that it has thoroughly reviewed the provisions of this Assumption Agreement, the Note, the Mortgage and other Loan Documents executed and delivered by Original Borrowers or Additional Borrower, respectively, in connection with the Loan, that it has been advised and represented by counsel of its own choice in said transaction (or has had the opportunity to obtain counsel of its own choice and has elected not to obtain such

separate counsel), and that it understands and consents to the provisions of such instruments.

(f) **Organization.** Additional Borrower is an Alabama limited liability company which is duly organized, validly existing, and in good standing in the State of Alabama. Additional Borrower has all requisite power and authority, and has taken or caused to be taken all necessary actions necessary to execute, deliver, enter into, and perform in accordance with this Assumption Agreement, the Mortgage, the Note, and the other Loan Documents. Upon execution and delivery hereof and thereof, this Assumption Agreement, the Mortgage, the Note, and the other Loan Documents will constitute valid and binding obligations of Additional Borrower and other parties thereto, and the Lender will be entitled to the benefits of this Assumption Agreement and the other Loan Documents.

6. **Original Borrowers' Warranties.** Original Borrowers warrant to Lender that they are in full compliance with all of their obligations under the Loan Documents and there are no unfulfilled obligations or liabilities under the Note, the Mortgage, or any of the other Loan Documents which arose on or before the date of this Agreement, except the payment of the remaining balance due thereunder. There are no defenses, offsets, counterclaims, or Events of Default (or events which with notice, lapse of time or both would constitute an Event of Default) under any of the Loan Documents. The provisions of the Loan Documents are in full force and effect and are enforceable against Original Borrowers and Additional Borrower.

7. **No Future Transfers Without Lender's Consent.** Additional Borrower agrees that the granting of consent by Lender to this transfer shall not constitute a waiver of any restriction on transfer contained in the Mortgage, and any such restriction shall continue in full force and effect. Any future transfer or sale by Additional Borrower of all or any part of the Property or any interest therein without the prior written consent of Lender shall constitute a default under the Mortgage, and Lender, at its option, may exercise all remedies available to it under the terms of the Note, the Mortgage, and the other Loan Documents.

8. **Governing Law.** This Assumption Agreement shall be governed by and construed in accordance with the substantive laws of the State of Alabama.

9. **Counterparts.** This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart.

10. **Entire Agreement.** This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement. Any amendments to this Agreement must be in writing and signed by the party against whom enforcement of that amendment is sought.

11. **Payment of Expenses.** Original Borrowers and Additional Borrower agree to pay or reimburse Lender for all costs and expenses incurred in connection herewith, including, without limitation, recording fees, title insurance fees, and legal fees. If not directly and immediately paid by Original Borrowers and Additional Borrower upon request by Lender, then

Original Borrowers and Additional Borrower authorize Lender to pay such costs, expenses, and fees by debit to Original Borrowers' and Additional Borrower's deposit accounts at Lender or by advance or readvance of proceeds of the Loan and a corresponding increase of the principal balance due under the Note.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

"ADDITIONAL BORROWER"

Blackridge Partners II, LLC

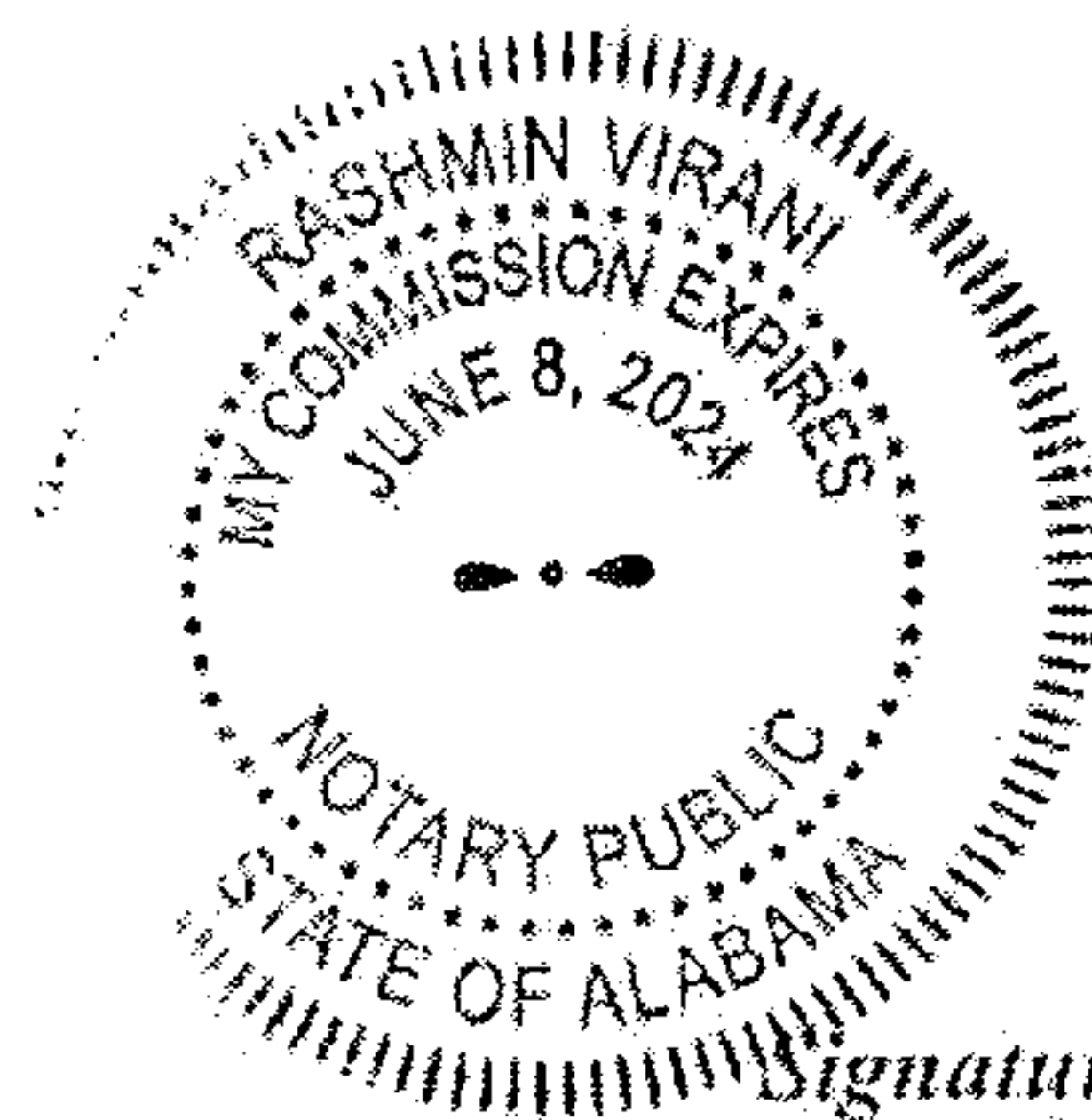
By: **SB Holding Corp.**
Its: **Managing Member**

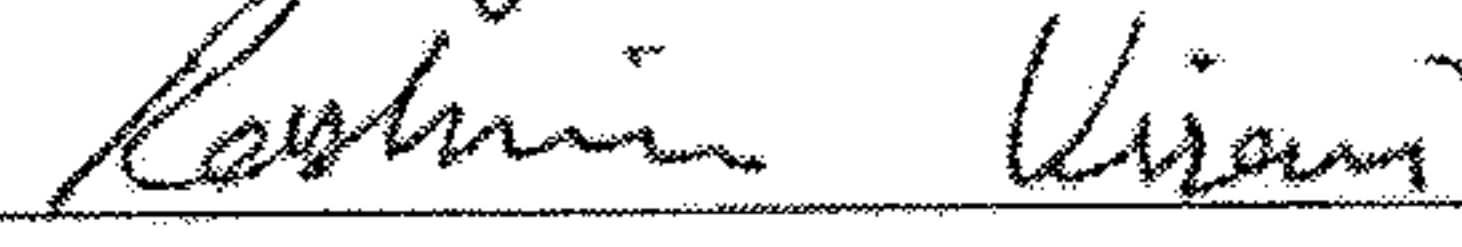
By: 
Name: Daryl Spears
Title: CFO

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. Daryl Spears, whose name as CFO of **SB Holding Corp.**, the Managing Member of **Blackridge Partners II, LLC**, an Alabama 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 the instrument, (s)he, as such officer of the Managing Member and with full authority, executed the same voluntarily for and as the act of said corporation for and as the act of said limited liability company.

Given under my hand this 29 day of August, 2022.





Notary Public
My Commission Expires: 6/8/2024

Signature Pages Continue

"ORIGINAL BORROWERS"

Blackridge Partners, LLC

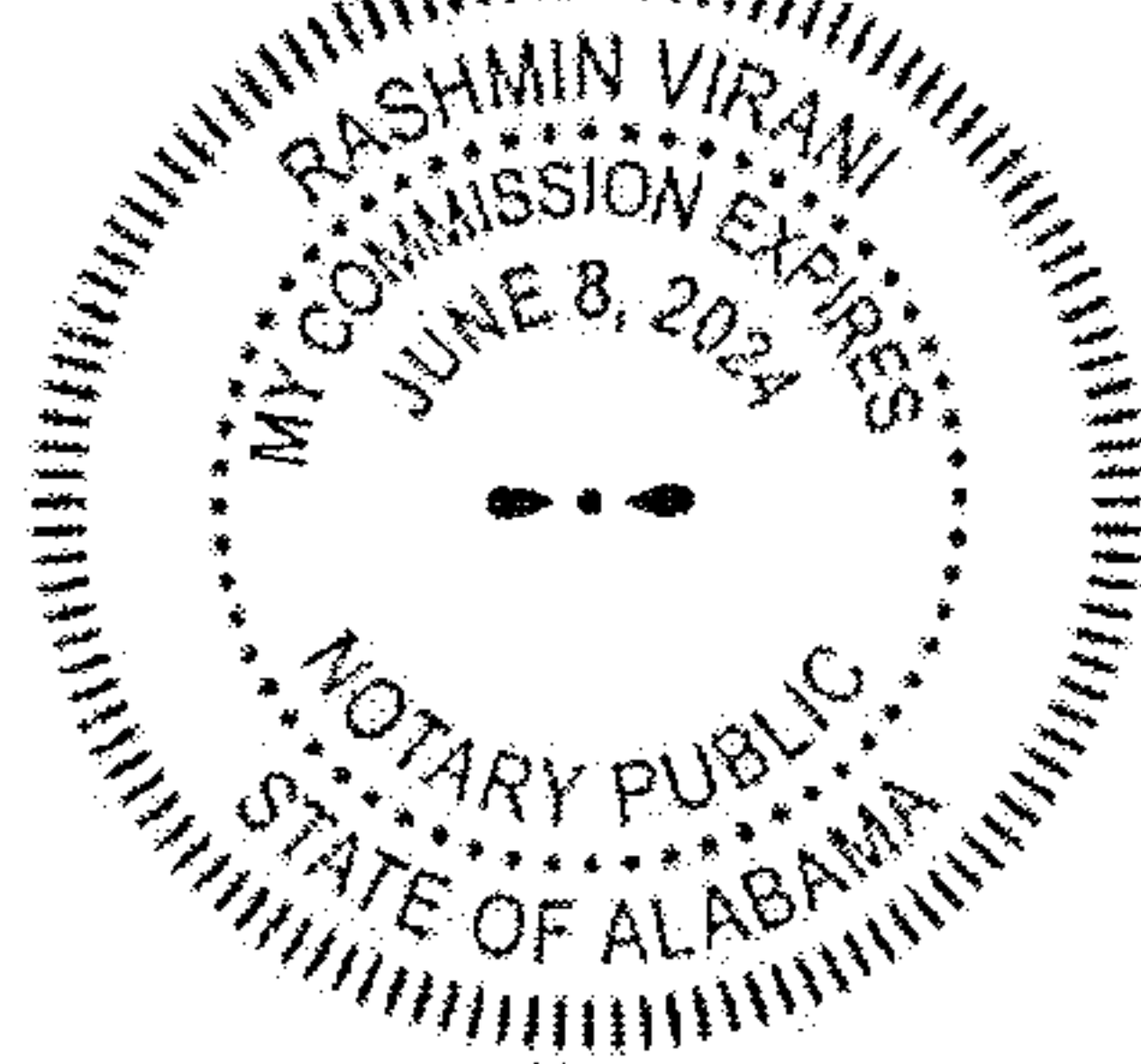
By: **SB Holding Corp.**
Its: **Managing Member**

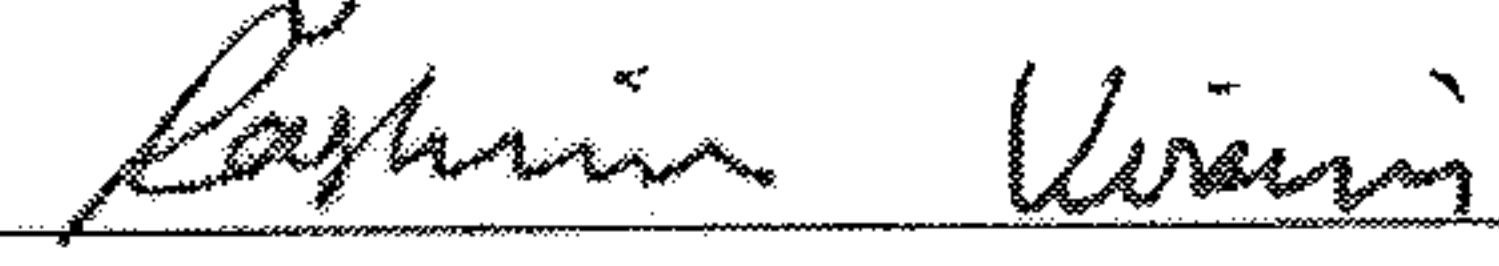
By: 
Name: Daryl Spears
Title: CFO

STATE OF ALABAMA)
COUNTY OF JEFFERSON)


I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. Daryl Spears, whose name as CFO of **SB Holding Corp.**, the Managing Member of **Blackridge Partners, LLC**, an Alabama 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 the instrument, (s)he, as such officer of the Managing Member and with full authority, executed the same voluntarily for and as the act of said corporation for and as the act of said limited liability company.

Given under my hand this 29 day of August, 2022.




Notary Public
My Commission Expires: 6/8/2024

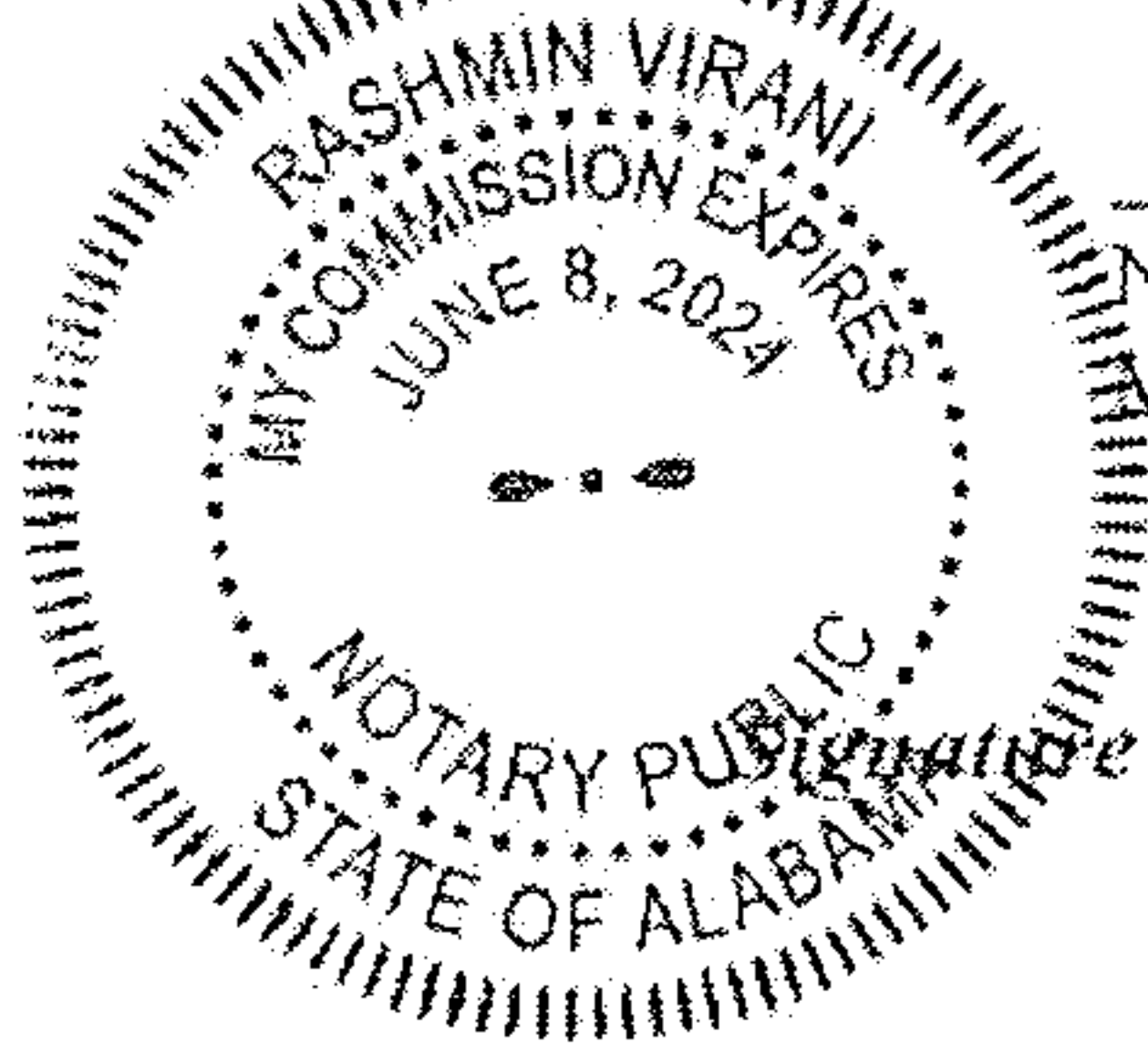
SB Holding Corp.


By: 
Name: Daryl Spears
Title: CFO

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. Daryl Spears whose name as CFO of **SB Holding Corp.**, an Alabama corporation, 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 the instrument, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 29 day of August, 2022.




Notary Public
My Commission Expires: 6/8/2024

Signature Pages Continue

“ORIGINAL BORROWERS” (continued)

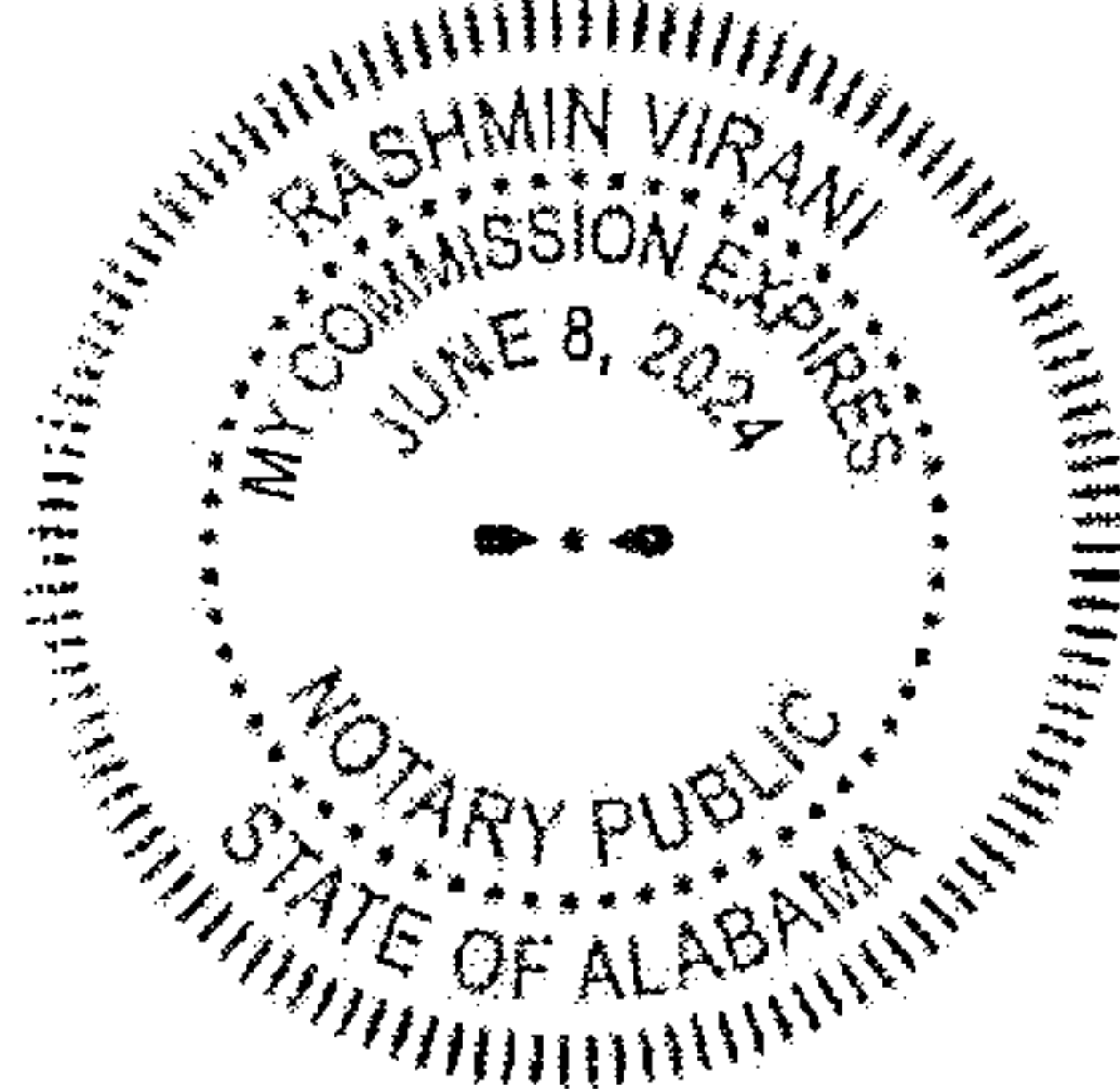
SB Dev. Corp.

By: [Signature]
Name: Daryl Spears
Title: CFO

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. Daryl Spears whose name as CFO of **SB Dev. Corp.**, an Alabama corporation, 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 the instrument, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 29 day of August, 2022.



Rashmin Virani
Notary Public
My Commission Expires: 6/8/2024

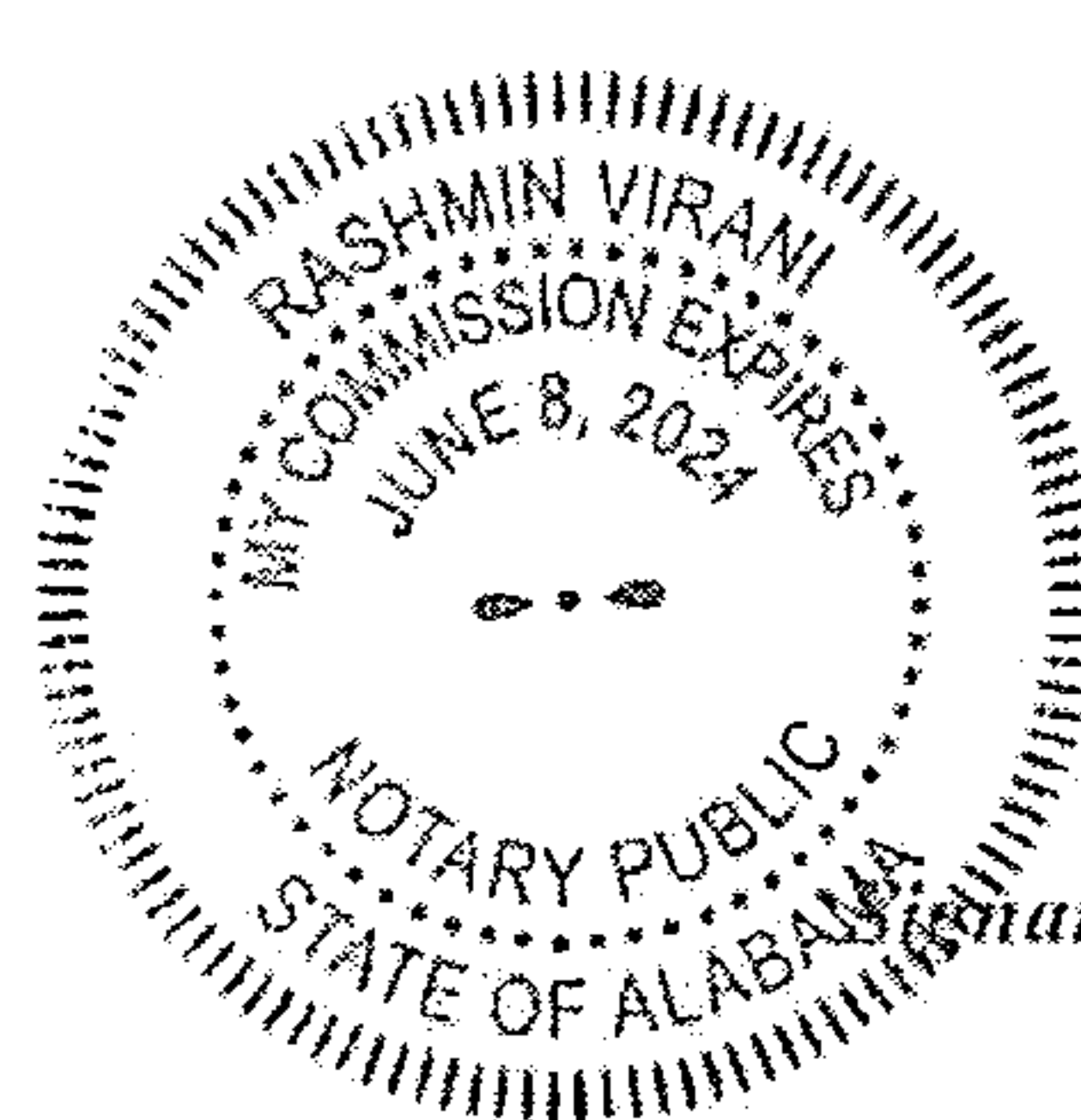
NSH Corp.

By: [Signature]
Name: Daryl Spears
Title: CFO

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. Daryl Spears whose name as CFO of **NSH Corp.**, an Alabama corporation, 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 the instrument, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 29 day of August, 2022.



Rashmin Virani
Notary Public
My Commission Expires: 6/8/2024

Signature Pages Continue

“LENDER”

ServisFirst Bank

By: [Signature]

Name: Austin Clifton

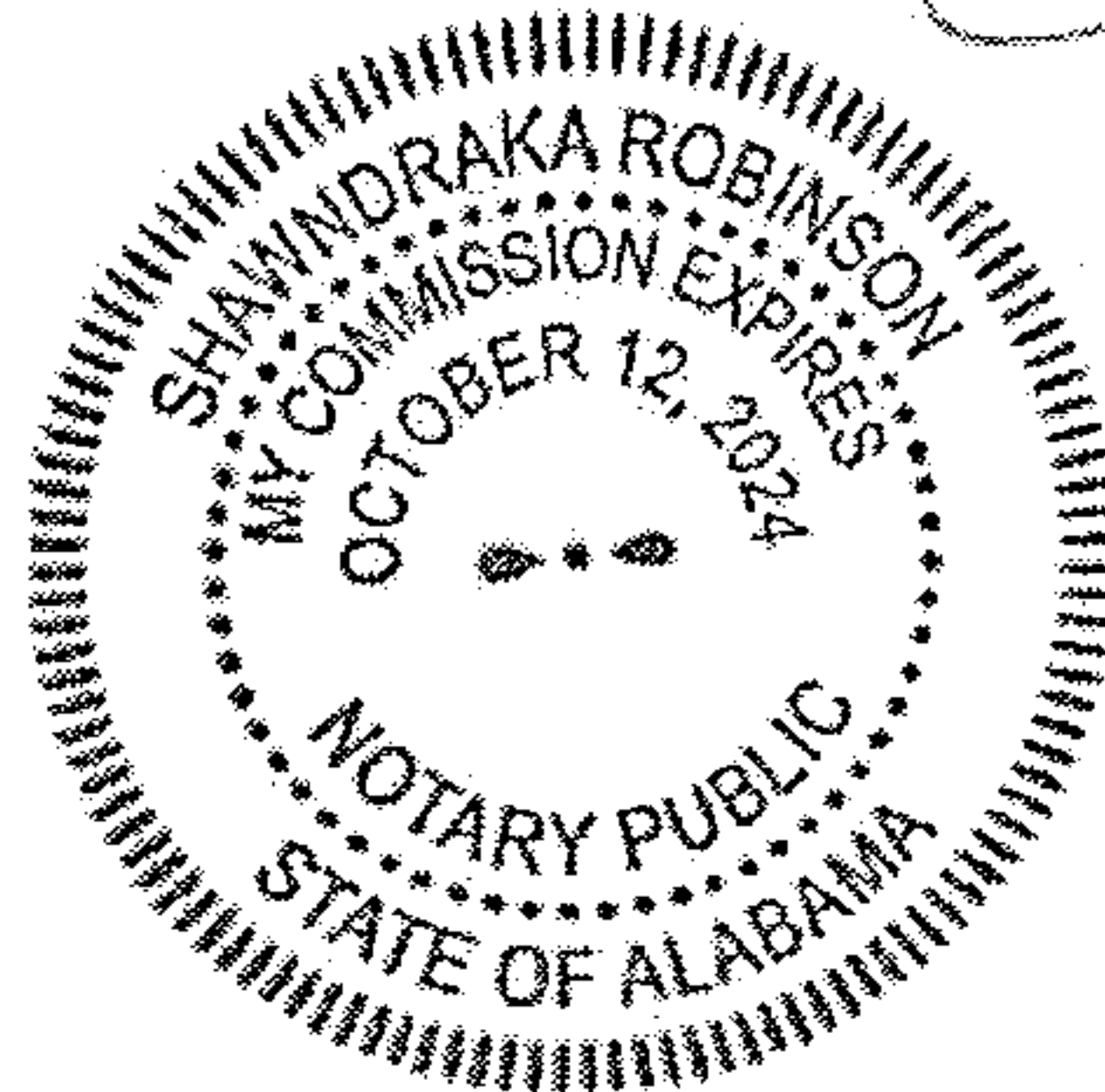
Title: Resi. CONSTR. Loan Officer

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Austin Clifton whose name as the Loan Officer of ServisFirst Bank, an Alabama banking corporation, 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 the instrument, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 29th day of August, 2022.

[Signature]
Notary Public
My Commission Expires: 10/12/2024



**EXHIBIT A
DESCRIPTION OF REAL PROPERTY**

THE LAND HEREIN DESCRIBED, BEING A PART OF SECTIONS 6, 7, 8, 17, 18, AND 19, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 2:

COMMENCING AT A FOUND 3" CAPPED PIPE MARKING THE COMMON CORNER TO SECTIONS 7, 8, 17, AND 18, TOWNSHIP 20 SOUTH, RANGE 3 WEST, AND THENCE RUNNING ALONG THE WEST SECTION LINE OF SAID SECTION 17 S00°01'11"W FOR A DISTANCE OF 2352.01' TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED:

THENCE CONTINUING ALONG SAID SECTION LINE, S00°00'02"E FOR A DISTANCE OF 1325.96', THENCE RUN S00°00'34"E FOR A DISTANCE OF 1326.72' TO THE SECTION CORNER COMMON TO SECTIONS 17, 18, 19, AND 20, T-20-S, R-3-W, THENCE ALONG THE SOUTH SECTION LINE OF SAID SECTION 18, RUN S89°57'22"W FOR A DISTANCE OF 1312.39', THENCE RUN S00°10'27"W FOR A DISTANCE OF 162.26' TO A POINT ON THE EASTERLY RIVERBANK OF THE CAHABA RIVER, THENCE ALONG SAID RIVERBANK IN A GENERAL SOUTHERLY DIRECTION FOR A DISTANCE OF 642' MORE OR LESS, THENCE DEPARTING SAID RIVERBANK, RUN S00°10'27"W FOR A DISTANCE OF 568.37', THENCE RUN S89°56'37"W FOR A DISTANCE OF 1102.92' TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SHELBY COUNTY ROAD NO.52, THENCE ALONG SAID RIGHT-OF-WAY, RUN N34°24'51"W FOR A DISTANCE OF 525.53', THENCE ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 1950.08', AN ARC LENGTH OF 694.50', AND A CHORD BEARING AND DISTANCE OF N44°37'01"W 690.84', THENCE RUN N54°45'22"W FOR A DISTANCE OF 168.11', THENCE ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 1233.57', AN ARC LENGTH OF 516.98', AND A CHORD BEARING AND DISTANCE OF N42°44'59"W 513.21', THENCE RUN N30°44'37"W FOR A DISTANCE OF 491.04', THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN N00°26'24"W FOR A DISTANCE OF 594.35' TO A POINT ON THE CENTERLINE OF HIGHWAY NO.269, THENCE RUNNING ALONG SAID CENTERLINE IN A GENERAL EASTERLY DIRECTION FOR A DISTANCE OF 686.00' MORE OR LESS, THENCE RUN N89°55'50"E FOR A DISTANCE OF 167.83', THENCE CONTINUING ALONG SAID CENTERLINE IN A GENERAL SOUTH AND EASTERLY DIRECTION FOR A DISTANCE OF 825.00' MORE OR LESS, THENCE DEPARTING SAID ROAD CENTERLINE, RUN S30°12'02"E FOR A DISTANCE OF 50.38', THENCE RUN S30°12'02"E FOR A DISTANCE OF 499.78', THENCE RUN N59°48'16"E FOR A DISTANCE OF 903.36', THENCE RUN N00°00'00"W FOR A DISTANCE OF 161.15' TO A FOUND 3" CAPPED PIPE, THENCE RUN N00°10'30"W FOR A DISTANCE OF 2650.30' TO A FOUND 2" CAPPED PIPE, THENCE RUN N37°55'30"E FOR A DISTANCE OF 2453.90', THENCE RUN N65°10'47"E FOR A DISTANCE OF 583.39' TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF CSX RAILROAD, THENCE ALONG SAID RIGHT-OF-WAY LINE RUN S17°11'33"W FOR A DISTANCE OF 56.61', THENCE RUN S72°48'27"E FOR A DISTANCE OF 50.00', THENCE RUN S17°11'33"W FOR A DISTANCE OF 179.31', THENCE ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 2741.49', AN ARC LENGTH OF 243.12', AND A CHORD BEARING AND DISTANCE OF S14°39'08"W 243.04', THENCE WITH A COMPOUND CURVE TO THE LEFT, WITH A RADIUS OF 1201.00', AN ARC LENGTH OF 379.36', AND A CHORD BEARING AND DISTANCE OF S03°03'45"W 377.79', THENCE WITH A REVERSE CURVE TO THE RIGHT, WITH A RADIUS OF 266.48', AN ARC LENGTH OF 13.28', AND A CHORD BEARING AND DISTANCE OF S06°18'12"E 13.28', THENCE WITH A REVERSE CURVE TO THE LEFT, WITH A RADIUS OF 1201.00', AN ARC LENGTH OF 914.80', AND A CHORD BEARING AND DISTANCE OF S28°26'28"E 892.85', THENCE WITH A COMPOUND CURVE TO THE LEFT, WITH A RADIUS OF 2741.53', AN ARC LENGTH OF 243.11', AND A CHORD BEARING AND DISTANCE OF S52°48'10"E 243.03', THENCE RUN S34°39'24"W FOR A DISTANCE OF 25.00', THENCE RUN S55°20'36"E FOR A DISTANCE OF 317.11' TO A POINT ON THE WESTERLY RIVERBANK OF THE CAHABA RIVER, THENCE DEPARTING SAID RAILROAD RIGHT-OF-WAY LINE, ALONG THE WESTERLY RIVERBANK OF THE CAHABA RIVER RUN 1621.00' MORE OR LESS,

THENCE DEPARTING SAID RIVERBANK, RUN N88°43'17"W FOR A DISTANCE OF 954.79' TO THE POINT OF BEGINNING.
CONTAINING 335.197 ACRES MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

AND;

PARCEL (SWAP) 1A:

A parcel of land situated in the North ½ of the Northeast ¼ of Section 18, and the South 1/4 of the Southeast 1/4 of Section 7, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

BEGIN at a 2 inch capped pipe at the Southwest corner of the Northeast ¼ of the Northeast ¼ of Section 18, Township 20 South, Range 3 West, Shelby County, Alabama, and run N00°41'30"W for a distance of 589.60 feet to an ALAENG capped iron; thence run N42°02'44"E for a distance of 1027.68 feet to an ALAENG capped iron along the Northeasterly boundary of a 70' Southern Natural Gas Easement as recorded in Instrument Number 20151230000443730 in the Office of the Judge of Probate, Shelby County, Alabama; thence run S42°13'06"E along said easement for a distance of 298.54 feet to an ALAENG capped iron; thence leaving said easement, run S37°55'30"W for a distance of 1434.60 feet to the POINT OF BEGINNING.

Said parcel subject to a prescriptive right-of-way for Elvira Road and a 70' Southern Natural Gas Easement.

Said parcel containing 9.56 acres, more or less.; AND

PARCEL (SWAP) 1B:

A parcel of land situated in the Northeast 1/4 of the Northeast ¼ of Section 18, and the Southeast 1/4 of the Southeast 1/4 of Section 7, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

COMMENCE at a 2 inch capped pipe at the Southwest corner of the Northeast ¼ of the Northeast ¼ of Section 18, Township 20 South, Range 3 West, Shelby County, Alabama, and run N37°55'30"E for a distance of 1434.60 feet to the POINT OF BEGINNING, said point being an ALAENG capped iron along the Northeasterly boundary of a 70' Southern Natural Gas easement according to Instrument Number 20151230000443730 in the Office of the Judge of Probate, Shelby County, Alabama; thence run N42°13'06"W along said easement for a distance of 298.54 feet to an ALAENG capped iron; thence leaving said easement, run N62°16'08"E for a distance of 705.42 feet to an ALAENG capped iron; thence run N23°29'34"E for a distance of 97.99 feet to the P.C. (Point of Curvature) of a curve to the left having a central angle of 11°12'30" and a radius of 473.50 feet, said point being an ALAENG capped iron; thence run N17°53'19"E along the chord of said curve for a distance of 92.48 feet to the P.T. (Point of Tangency) of said curve, said point being an ALAENG capped iron; thence run N12°17'04"E for a distance of 38.24 feet to an ALAENG capped iron; thence run S77°42'56"E for a distance of 84.30 feet to an ALAENG capped iron; thence run S37°55'30"W for a distance of 946.53 feet to the POINT OF BEGINNING.

Said parcel subject to a prescriptive right-of-way for Elvira Road and a 70' Southern Natural Gas easement.

Said parcel containing 2.57 acres, more or less;

AND;

PARCEL (SWAP) 3:

A parcel of land situated in the Southwest 1/4 of the Southwest 1/4 of Section 8, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

COMMENCE at a 3" capped pipe at the Southwest corner of the Southwest 1/4-1/4 of Section 8, Township 20 South, Range 3 West, Shelby County, Alabama and run N00°08'01"W along the West line of said 1/4-1/4 section for a distance of 371.30 feet; thence leaving said West line, run N37°55'30"E for a distance of 299.00 feet to an ALAENG capped iron; thence run N65°10'47"E for a distance of 9.04 feet to the POINT OF BEGINNING, said point being an ALAENG capped iron; thence run N65°10'47"E for a distance of 57.10 feet to an ALAENG capped iron; thence run N77°42'56"W for a distance of 45.54 feet to an ALAENG capped iron; thence run S12°17'04"W for a distance of 34.44 feet to the POINT OF BEGINNING.

Said parcel containing 0.02 acres, more or less.

LESS AND EXCEPT:

Parcel (SWAP) 2:

A parcel of land situated in the Southwest 1/4 of the Southwest 1/4 of Section 8, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:
COMMENCE at a 3" capped pipe at the Southwest corner of the Southwest 1/4-1/4 of Section 8, Township 20 South, Range 3 West, Shelby County, Alabama and run N00°08'01"W along the West line of said 1/4-1/4 section for a distance of 371.30 feet; thence leaving said West line, run N37°55'30"E for a distance of 226.23 feet to the POINT OF BEGINNING, said point being an ALAENG capped iron; thence run N37°55'30"E for a distance of 72.77 feet to an ALAENG capped iron; thence run N65°10'47"E for a distance of 9.04 feet to an ALAENG capped iron; thence run S12°17'04"W for a distance of 46.06 feet to an ALAENG capped iron; thence run S57°17'04"W for a distance of 35.36 feet to an ALAENG capped iron; thence run N77°42'56"W for a distance of 13.70 feet to the POINT OF BEGINNING.
Said parcel containing 0.03 acres, more or less;

AND, LESS AND EXCEPT;

Parcel (SWAP) 4:

A parcel of land situated in the Southwest 1/4 of the Southwest 1/4 of Section 8, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:
COMMENCE at a 3" capped pipe at the Southwest corner of the Southwest 1/4-1/4 of Section 8, Township 20 South, Range 3 West, Shelby County, Alabama and run N00°08'01"W along the West line of said 1/4-1/4 section for a distance of 371.30 feet; thence leaving said West line, run N37°55'30"E for a distance of 299.00 feet to an ALAENG capped iron; thence run N65°10'47"E for a distance of 66.14 feet to the POINT OF BEGINNING, said point being an ALAENG capped iron; thence run N65°10'47"E for a distance of 517.25 feet to an ALAENG capped iron along the Westerly right-of-way of a CSX Rail Road; thence run S17°11'33"W along said right-of-way for a distance of 56.61 feet to an ALAENG capped iron; thence run S72°48'27"E along said right-of-way for a distance of 50.00 feet to an ALAENG capped iron; thence run S17°11'33"W along said right-of-way for a distance of 5.36 feet to an ALAENG capped iron; thence leaving said right-of-way, run N82°14'39"W for a distance of 37.69 feet to the P.C. (Point of Curvature) of a curve to the left having a central angle of 44°50'31" and a radius of 275.00 feet, said point being an ALAENG capped iron; thence run S75°20'06"W along the chord of said curve for a distance of 209.77 feet to the P.T. (Point of Tangency) of said curve, said point being an ALAENG capped iron; thence run S52°54'50"W for a distance of 131.33 feet to the P.C. of a curve to the right having a central angle of 49°22'14" and a radius of 138.50 feet, said point being an ALAENG capped iron; thence run S77°35'57"W along the chord of said curve for a distance of 115.68 feet to the P.T. of said curve, said point being an ALAENG capped iron; thence run N77°42'56"W for a distance of 41.65 feet to the POINT OF BEGINNING.
Said parcel containing 0.39 acres, more or less;

AND, LESS AND EXCEPT:

Any part of the land as depicted on the final plat of Blackridge Road Extension lying within a platted road right-of-way as recorded in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 56, Page 64.



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Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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Allen S. Bayl