

20171218000451070
12/18/2017 03:51:30 PM
DEEDS 1/6

TITLE NOT EXAMINED OR CERTIFIED
THIS INSTRUMENT PREPARED BY AND UPON
RECORDING SHOULD BE RETURNED TO:

SEND TAX NOTICE TO:

Joshua L. Hartman
3138 Cahaba Heights Road, Suite 110
Vestavia, AL 35243

Mark Nelson
Erin Nelson
4621 Summit Cove
Hoover, AL 35226

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

STATUTORY WARRANTY DEED – JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

THIS STATUTORY WARRANTY DEED (this “Deed”) is executed and delivered on this 15th
day of December, 20 17 by **BLACKRIDGE PARTNERS, LLC**, an
Alabama limited liability company (“Grantor”), in favor of Mark Nelson and
Erin Nelson (“Grantees”).

Article I
Conveyance

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), in hand paid by Grantees to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor does by these presents, GRANT, BARGAIN, SELL and CONVEY unto Grantees, for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, that certain real property (the “Property”) situated in Jefferson County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference. \$192,000 of the purchase price was paid by a mortgage loan closed simultaneously herewith.

The Property is conveyed subject to the following (collectively, the “Permitted Exceptions”):

1. Ad valorem taxes and assessments for the current tax year and for all subsequent tax years thereafter.
2. All easements, restrictions, rights-of-way, reservations, building setback lines and other matters of record, including, specifically, but without limitation: the Blackridge Residential Declaration of Covenants, Conditions and Restrictions dated December 4, 2017 and recorded as Instrument 20171204000433480 and Amendment thereto recorded as Instrument 20171204000433490 in the Office of the Judge of Probate of Shelby County, Alabama (the “Probate Office”), together with all amendments thereto (which together with all amendments thereto, is hereinafter referred to as the “Declaration”). *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Neighborhood Declaration.*
3. Mining and mineral rights not owned by Grantor.
4. Government actions, including zoning ordinances and restrictions and building and use restrictions, including variances.

5. All matters which a current and accurate survey and a physical inspection of the Property would reveal.
6. All riparian rights, if any, including rights of federal or state government in all navigable waters on or abutting the Property.
7. Any Building, as defined in the Declaration, built on each Lot comprising any portion of the Property, shall contain not less than 2,500 square feet of Living Space, as defined in the Declaration (regardless of whether such Building is a single-story or a multi-story home).
8. The minimum building setback requirements for any Building to be constructed, erected, placed or maintained on each Lot comprising any portion of the Property shall be as follows:
 - (a) Front Setback: 35 feet;
 - (b) Side Setbacks: 10 feet; and
 - (c) Rear Setback: 35 feet.
9. The Repurchase Option and Participation Option, as such terms are defined in the Declaration.
10. All of the remaining terms and provisions of this Deed.

Article II
Acknowledgments of Grantee

Grantee, by acceptance of this deed, acknowledges, covenants and agrees, for itself and its successors and assigns, that:

- (a) **Grantee has been given the absolute and unfettered right to conduct all inspections, tests, evaluations and investigations of the Property as Grantee, in its sole discretion, may determine to be necessary in order to satisfy Grantee of the physical and environmental condition of the Property and all other aspects of the Property;**
- (b) **Grantee has assumed full and complete responsibility for the investigation and determination of the suitability of the surface and subsurface conditions of the Property including, without limitation, the existence or presence of any sinkholes, underground mines, tunnels, water channels and limestone formations or deposits on, under, adjacent to or in close proximity with the Property;**
- (c) **Grantor has not made and does not make any covenants, representations or warranties, either express or implied, regarding the physical condition of the Property or any portion thereof, the suitability or fitness of the Property for any intended or specific use, any matters which would be disclosed by a current and accurate survey of the Property or whether any underground storage tanks or any hazardous or toxic waste, substances or materials (including, but not limited to, asbestos, radon gas, formaldehyde and polychlorinated biphenyls), are currently present or at any time prior to the date hereof have been located in, on, under, upon or adjacent to the Property;**
- (d) **Grantee hereby irrevocably and unconditionally waives, releases and forever discharges Grantor, its agents, employees, members, managers and the officers, directors and shareholders of the manager of Grantee, and all Affiliates and mortgagees of Grantor and their**

respective successors and assigns, of and from any and all actions, causes of action, claims, potential claims, demands, agreements, suits, obligations, damages, costs, expenses, losses and liabilities of every kind and nature, known or unknown, arising out of or as a result of any past, present or future soil, surface and subsurface condition, known or unknown (including, without limitation, sinkholes, underground mines, tunnels, water channels and limestone formations and deposits), under or upon the Property or any other real property surrounding, adjacent to or in close proximity with the Property which may be owned by Grantor or any Affiliates thereof;

(e) The Property is subject to all of the terms and provisions of the Declaration, the Architectural Standards, as defined in the Declaration, and the Rules and Regulations, as defined in the Declaration (collectively, as the same may be amended from time to time, the "Blackridge Documents"), and the Blackridge Planned Unit Development Zoning Application and Development Plan, as amended from time to time approved by the City of Hoover, Alabama, and all amendments thereto (which with all amendments thereto is hereinafter referred to as the "PUD Plan"). Grantee acknowledges receipt of a copy of the Blackridge Documents and agrees to be bound by all of the terms and provisions of the Blackridge Documents and the PUD Plan, a copy of which is available from the City.

(f) The Declaration permits the Developer under the Declaration to amend and make various changes and modifications to the Blackridge Documents from time to time and at any time prior to the Turnover Date, as defined in the Declaration, without the consent or approval of any Owners (which includes Grantee).

(g) As provided in the Declaration, each Owner (which includes Grantee) will be a member of the Association, as defined in the Declaration, and the Association has the right to levy Assessments, as defined in the Declaration, against the Property, which Assessments are secured by a lien on the Property and, if such Assessments are not timely paid, then such lien is subject to the foreclosure rights created by the Declaration.

(h) Until the Turnover Date, all members of the Board of the Association and all officers of the Association are appointed and may be removed at any time by the Developer under the Declaration. Furthermore, prior to the Turnover Date, no meetings of the members (Owners) of the Association are contemplated.

(i) Only the real property which is specifically submitted to the Declaration in accordance with the terms and provisions thereof is subject to the terms and provisions of the Declaration. Developer has no obligation to submit or add other real property to the Declaration.

(j) Grantee shall be bound by and agrees to fully perform and observe all of the requirements set forth in the Architectural Standards and all construction guidelines and standards adopted from time to time by the ARC, as defined in the Declaration, as part of the Architectural Standards.

(k) Grantee acknowledges and agrees that the Developer under the Declaration has retained the right to appoint and remove all members of the ARC at all times prior to the Turnover Date.

TO HAVE AND TO HOLD unto the said grantees, as joint tenants, with right of survivorship, their heirs and assigns forever, it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

TO HAVE AND TO HOLD unto Grantee, [his heirs, executors][its successors] and assigns, forever; subject, however, to the Permitted Exceptions.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed as of the day and year first above written.

[Signature Page to Follow]

BLACKRIDGE PARTNERS, LLC, an Alabama
limited liability company

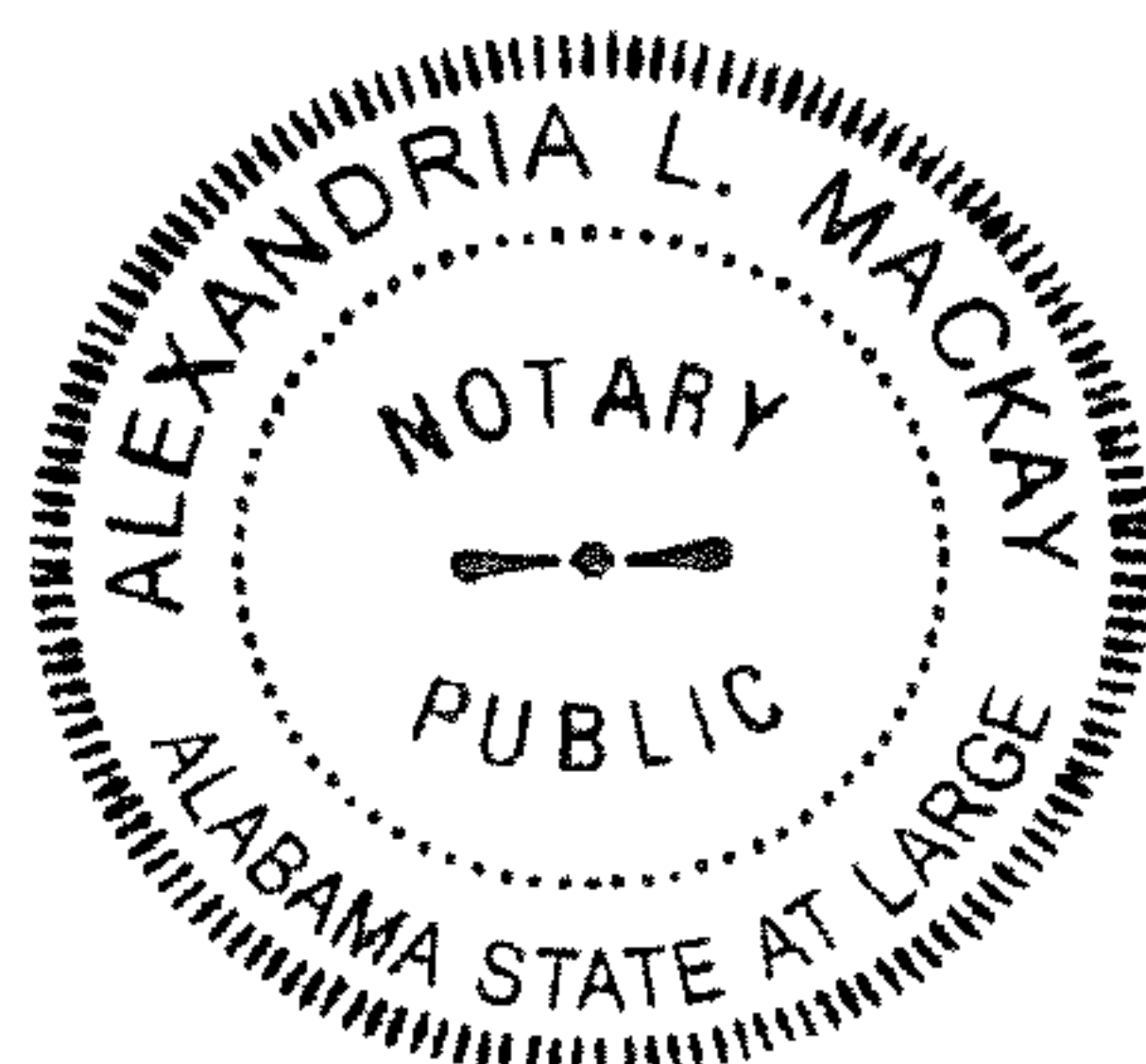
By: 
Printed Name: J. Daniel Garrett
Title: Chief Financial Officer

STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that J. Daniel Garrett, whose name as Chief Financial Officer 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 said instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of such limited liability company.

Given under my hand and official seal, this the 15th day of December, 2017.

[NOTARIAL SEAL]



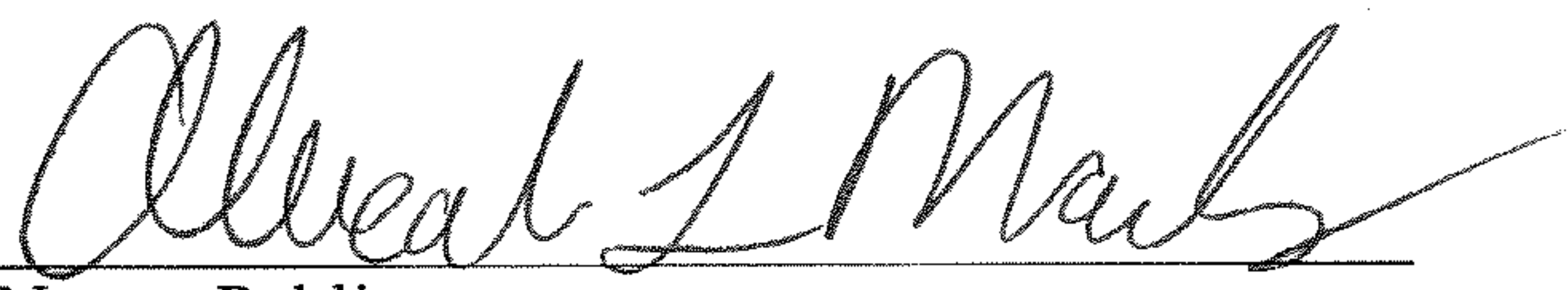

Notary Public
My Commission Expires: 10/31/2021

EXHIBIT "A"

Lot 1091, according to the Survey of Blackridge Phase 1A, as recorded in Map Book 48, Page 83 A & B, in the Probate Office of Shelby County, Alabama.

Subject to:

1. Taxes for the year 2018 and subsequent years;
2. Easements and building line as shown on recorded map;
3. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages, are not insured herein;
4. Restrictions appearing of record in Inst. No. 20171204000433480 and Amendment recorded in Inst. No. 20171204000433490;
5. Certificate of Blackridge Residential Association, Inc. recorded in Inst. No. 20171204000433500;
6. Less and except any part of subject property lying within any lake;
7. Riparian rights associated with the Lake under applicable State and/or Federal law;
8. Reservations, provisions, exceptions and conditions and rights set out in Real 112 page 876 and corrected by Real 328, at Page 1, and as set forth in that certain Deferred Interest Agreement of record in Real Book 247 page 599 and amended in Real Book 247 page 636 the Office of the Judge of Probate of Shelby County, Alabama;
9. Easement reservation as set out in Instrument 1994-3931, in the Probate Office of Shelby County, Alabama and Instrument 200260-2612 in the Probate Office of Jefferson County, Alabama;
10. Telecommunication Cable Easement by Court Order as recorded in Inst. No. 2012021700059230 and Inst. No. 2012021300053280;
11. Grant of easement to Alabama Power Company as recorded in Inst. No. 20151006000350460 and Inst. No. 20151006000324070;
12. Assignment of Easement Rights by Riverwoods Holdings, LLC to Blackridge Partners, LLC as recorded in Inst. No. 20151230000443770;
13. Covenants, conditions, maintenance obligations and relocation rights contained in that certain Reciprocal Easement Agreement by and between Riverwoods Holdings, LLC and Blackridge Partners, LLC as recorded in Inst. No. 20151230000443730 amended in Inst. No. 20170816000296240;
14. Covenants, conditions, easements, restrictions, prohibitions and requirements contained 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 relating thereto as recorded in Inst. No. 2016-248840;
15. Right of Way Agreement granted The Water Works Board of the City of Birmingham as recorded in Inst. No. 20170918000338670.

Real Estate Sales Validation Form

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

Grantor's Name Blackridge Partners, LLC

Mailing Address 3545 Market Street
Hoover, AL 35226

Grantee's Name Mark Nelson
Erin Nelson

Mailing Address 4621 Summit Cove
Hoover, AL 35226

Property Address Lot 1091 Blackridge Phase 1A
Hoover, AL 35242

Date of Sale December 15, 2017

Total Purchase Price \$240,000.00
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)

☐	Bill of Sale	☐	Appraisal
☐	Sales Contract	☐	Other
☒	Closing 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.

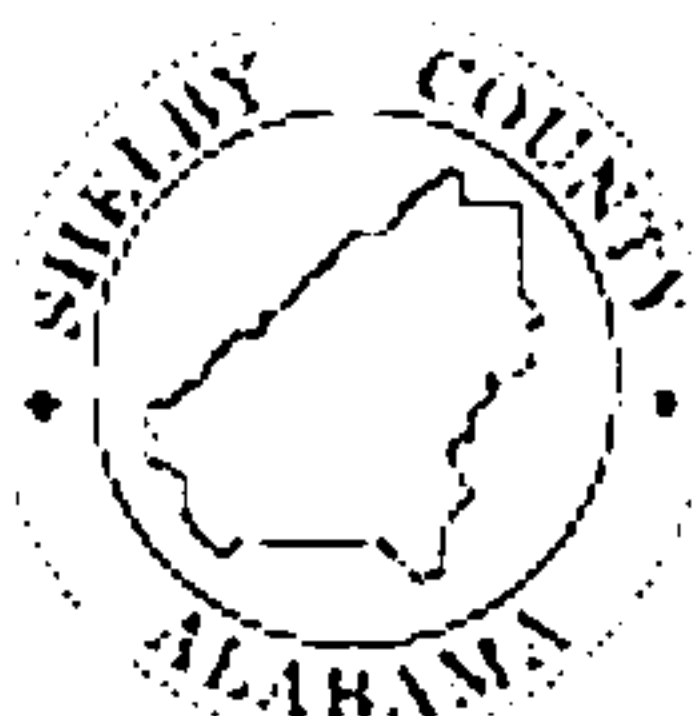
Total Purchase price – the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

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 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 Dec
Unattested



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
12/18/2017 03:51:30 PM
\$78.00 DEBBIE
20171218000451070

Print:
Sign:

Joshua L. Hartman

(Grantor/Grantee/Owner/Agent) circle one