

20181212000433130
12/12/2018 08:31:24 AM
DEEDS 1/7

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

Antonio D. Sankey
Cheryl W. Sankey
1467 Haddon Cv
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 10th day of December, 2018 by **BLACKRIDGE PARTNERS, LLC**, an Alabama limited liability company (“Grantor”), in favor of Antonio D. Sankey and Cheryl W. Sankey (“Grantees”).

Article I
Conveyance

\$ 325,000

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.

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.

\$243,750.00 of the purchase price recited above has been paid from the proceeds of a mortgage loan closed simultaneously herewith.

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

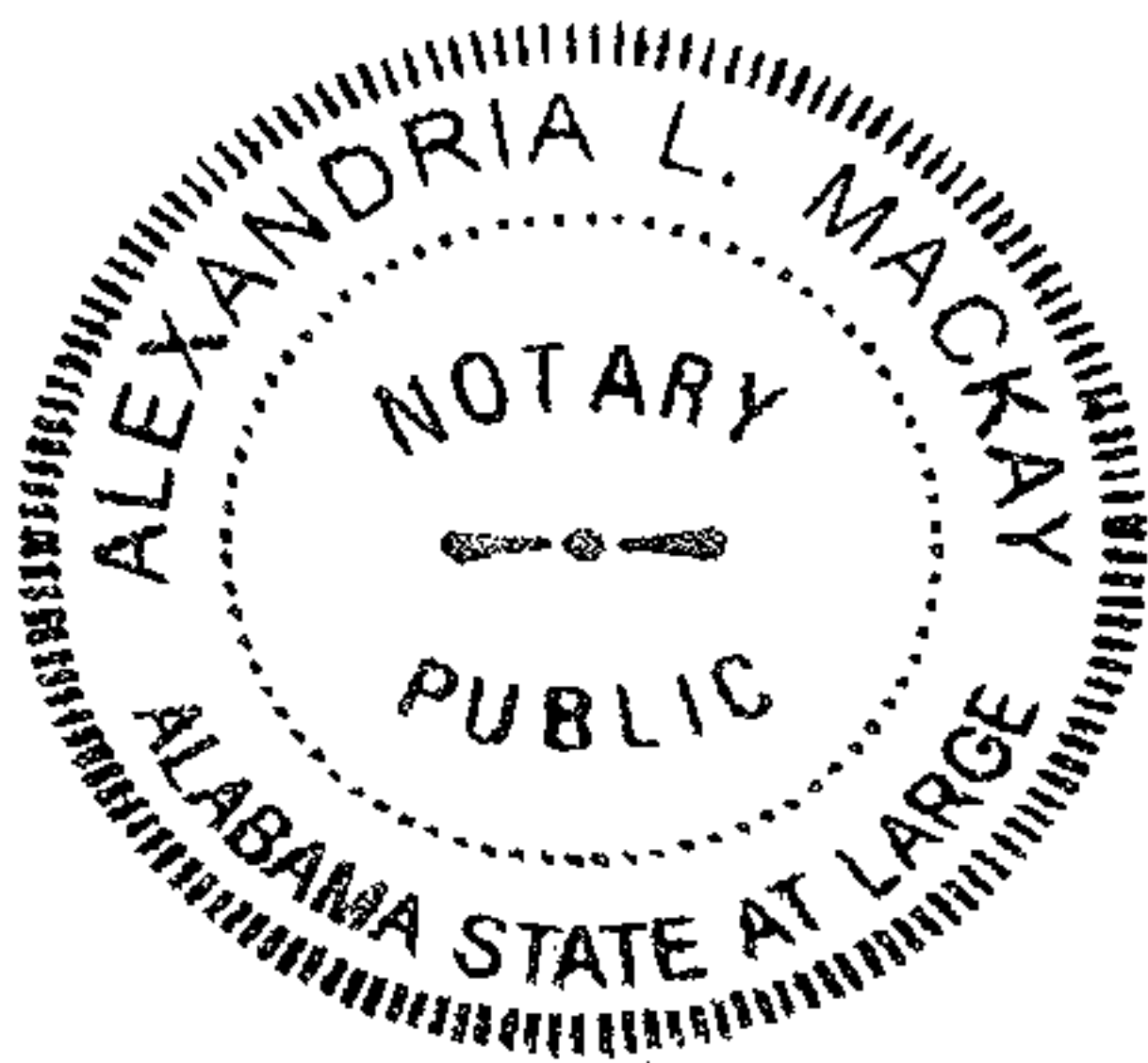
By: 
Printed Name: Daryl Spears
Title: CFO

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 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 10th day of December, 2018.

[NOTARIAL SEAL]



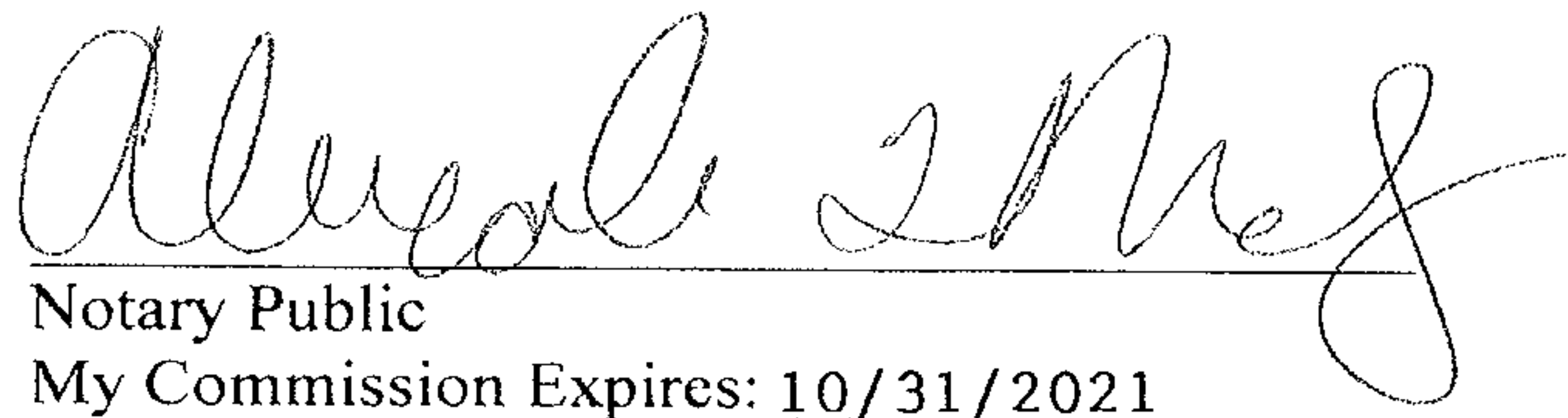

Notary Public
My Commission Expires: 10/31/2021

EXHIBIT "A"

Lot 1046, according to the Final Plat of the Subdivision Blackridge Phase 1B, as recorded in Map Book 48, Page 84 A & B, as Inst. No. 20171201000431150 in the Probate Office of Shelby County, Alabama.

Subject to:

1. Taxes for the year 2019 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. Easements and building setback lines as shown on the Final Plat of the Subdivision of Blackridge Phase 1A recorded in Map Book 48, Page 84 A and B as Instrument No. 20181201000431150 in the Probate Office of Shelby County, Alabama on December 1, 2017.
5. 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.
6. 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.
7. 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.
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. Terms, conditions, rights, exceptions and reservations set forth in Deed of Temporary Easement for temporary access purposes 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. 20170908000328510

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.

13. 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.
14. 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.
15. Grant of Easement in Land for an Underground Subdivision in favor of Alabama Power Company dated November 7, 2017, recorded in Inst. No. 20171120000419620 on November 20, 2017.
16. As to Blackridge Lake:

- (a) Rights, if any, of the property owners abutting Blackridge Lake or adjoining streams or water in and to the waters of the lake and in and to bed thereof.
- (b) Boating and fishing rights of property owners abutting the lake or the stream of water leading thereto or therefrom.
- (c) Navigational servitudes and all other rights, titles, and powers of the United States, the state, local government and the public over said lake, its bed, and its shore lands extending to the ordinary high water line thereof.
- (d) The consequence of any change in the location of the lake which forms a boundary line of the land, including any determination that some portion of the land has been included within Blackridge Lake lake.

This is a Lake Lot, as defined in the Declaration.

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 35226Grantee's Name Antonio D. Sankey
Cheryl W. Sankey

Mailing Address

Property Address 2771 Blackridge Lane
Hoover, AL 35244

Date of Sale December 10, 2018

Total Purchase Price \$325,000.00
or Actual Value \$
or Assessor's Market Value \$

Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/12/2018 08:31:24 AM
\$114.50 CHERRY
20181212000433130

A handwritten signature in cursive script, appearing to read "Allen S. Bayl".

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one)

<input type="checkbox"/>	Bill of Sale	<input type="checkbox"/>	Appraisal
<input type="checkbox"/>	Sales Contract	<input type="checkbox"/>	Other
<input checked="" type="checkbox"/>	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 December 10, 2018

Print: Joshua L. Hartman

Unattested

(verified by)

Sign:

(Grantor/Grantee/Owner/Agent) circle one