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

Send Tax Notice to: Michael Thomas Hunter Donna L. Hunter 2501 Blackridge Cove Hoover, AL 35244

### STATUTORY WARRANTY DEED - Jointly for Life with Remainder to Survivor

DATE OF CITY TO A LANGE OF THE	C WICH IN	tomaniati to Sai vivoi		
STATE OF ALABAMA ) SHELBY COUNTY )				
That in consideration ofEight Hundred Fifty-nine Thousand Nine Hundred Sixty-five and				
Dollars to the undersigned grantor, <b>BLACKRIDGE</b> Is company, (herein referred to as GRANTOR) in hand put hereby acknowledged, the said GRANTOR does by the Michael Thomas Hunter and Donna L. Hunter (herein referred to as Grantees), for and during their joint to the survivor of them in fee simple, together with ever following described real estate, situated in Shelby Country	PARTNI paid by the see present lives a ry conting	ERS, LLC, an Alabama limited liability he grantees herein, the receipt whereof is ents, grant, bargain, sell and convey unto and upon the death of either of them, there gent remainder and right of reversion, the		
SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCR	RIPTION			
\$773,968.00 of the purchase price recited ab mortgage loan closed simultaneously herewith		been paid from the proceeds of a		
TO HAVE AND TO HOLD unto the said grantheir heirs and assigns forever, it being the intention of joint tenancy hereby created is severed or terminated devent one grantee herein survives the other, the entire grantee, and if one does not survive the other, then the as tenants in common.	ntees, as of the pa- uring the interest	rties to this conveyance, that (unless the joint lives of the grantees herein) in the in fee simple shall pass to the surviving		
And the Grantors do hereby covenant with the Grantory of this Deed, the premises were free from warrant and defend the same against the lawful claims or under it, but against none other.	n all end	cumbrances made by it, and that it shall		
IN WITNESS WHEREOF, the said GRANTOR its Authorized Representative, who is authorized to exeseal, this the <u>27th</u> day of <u>December</u>	ecute this	s conveyance, hereto set its signature and		
	BLACKRIDGE PARTNERS, LLC			
	By: Its:	SB HOLDING CORP.  Managing Member		
	By:			
	Its:	Authorized Representative		
STATE OF ALABAMA) JEFFERSON COUNTY)				
Corp., an Alabama corporation, Managing Member of limited liability company is signed to the foregoing corporation before me on this day to be effective on the 27th being informed of the contents of the conveyance, he, as same voluntarily for and as the act of said limited liability	e as Aut BLACK iveyance day of _ s such of	thorized Representative of SB Holding RIDGE PARTNERS, LLC, an Alabama and who is known to me, acknowledged December, 20 19, that ficer and with full authority, executed the		
STATE ASSOCIATION OF THE PARTY		Notary Public		

# Exhibit "A" Property Description

Lot 1062, according to the Survey of Blackridge Phase 1B, as recorded in Map Book 48, Page 84 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. Restrictions appearing of record in Inst. No. 20171204000433480 and Amendment recorded in Inst. No. 20171204000433490, amended by Amendment recorded in Inst. No. 20190501000145750, in the Office of the Judge of Probate of Shelby County, Alabama.
- 3. Certificate of Blackridge Residential Association, Inc. recorded in Inst. No. 20171204000433500, in the Office of the Judge of Probate of Shelby County, Alabama.
- 4. Less and except any part of subject property lying within any lake.
- 5. Riparian rights associated with the Lake under applicable State and/or Federal law.
- 6. 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.
- 7. Easement reservation as set out in Instrument 1994-3931, in the Probate Office of Shelby County, Alabama and Instrument 200260-2612 in the Office of the Judge of Probate of Shelby County, Alabama.
- 8. Telecommunication Cable Easement by Court Order as recorded in Inst. No. 2012021700059230 and Inst. No. 2012021300053280 in the Office of the Judge of Probate of Shelby County, Alabama.
- 9. Grant of easement to Alabama Power Company as recorded in Inst. No. 20151006000350460 and Inst. No. 20151006000324070, in the Office of the Judge of Probate of Shelby County, Alabama.
- 10. Assignment of Easement Rights by Riverwoods Holdings, LLC to Blackridge Partners, LLC as recorded in Instrument No. 20151230000443770, in the Office of the Judge of Probate of Shelby County, Alabama.
- 11. 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, in the Office of the Judge of Probate of Shelby County, Alabama.
- 12. Right of Way Agreement granted to The Water Works Board of the City of Birmingham as recorded in Inst. No. 20170918000338670, in the Office of the Judge of Probate of Shelby County, Alabama.
- 13. The following 24 month chain of title is being shown per customer request and is for informational purposes only:
- 14. Blackridge Partners, LLC, an Alabama limited liability company, acquired title by Quitclaim Deed recorded as Instrument No. 20170517000171950 filed on May 17, 2017.
- 15. Blackridge Partners, LLC, an Alabama limited liability company, acquired title by Statutory Warranty Deed recorded as Instrument No. 20151230000443720 filed on December 30, 2015.
- 16. Building setback lines and easements as shown on the Final Plat of the Subdivision of Blackridge Phase 1B recorded in Map Book 48, Page 84A and 84B as Instrument No. 20171201000431150 in the Probate Office of Shelby County, Alabama on December 1, 2017.
- 17. Fifteen-foot sanitary sewer easement adjacent to road as shown on the Final Plat of the Subdivision of Blackridge Phase 1B recorded in Map Book 48, Page 84A and 84B as Instrument No. 20171201000431150 in the Probate Office of Shelby County, Alabama on December 1, 2017.
- 18. 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.
- 19. 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.
- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. 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 corporation, to Blackridge Partners, LLC, a limited liability company in the State of Alabama, dated May 16, 2017, as recorded in Instrument No. 20170517000171950 in the Probate Office of Shelby County, Alabama on May 17, 2017.
- 28. Any loss or claim arising out of the fact a portion of the property appears to be former railroad lands as conveyed by Special Warranty Deed from CSX Transportation, Inc., a Virginia corporation, to Blackridge Partners, LLC, a limited liability company in the State of Alabama, dated May 16, 2017, as recorded in Instrument No. 20170517000171960 in the Probate Office of Shelby County, Alabama on May 17, 2017.
- 29. Restrictions, terms and conditions contained in Special Warranty Deed from CSX Transportation, Inc., a Virginia corporation, to Blackridge Partners, LLC, an Alabama limited liability company, dated May 16, 2017, recorded in Instrument No. 20170517000171960 in the Probate Office of Probate of Shelby County, Alabama on May 17, 2017.
- 30. 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.
- 31. 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.
- 32. 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 Instrument No. 20170918000338670 in the Probate Office of Probate of Shelby County, Alabama on September 18, 2017.

(Affects subject property and Common Area C-3)

- 33. Grant of Easement in Land for an Underground Subdivision in favor of Alabama Power Company dated March 7, 2018, recorded in Instrument No. 20180316000088230 in the Probate Office of Shelby County, Alabama on March 16, 2018; and Easement recorded on June 14, 2019 in Instrument Number: 20190614000210790.
- 34. 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. 20170926000344020 in the Probate Office of Probate of Shelby County, Alabama on September 26, 2018.

# 35. 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.
- 36. Please note that Statutory Warranty Deed from Riverwood Holdings, LLC in favor of Blackridge Partners, LLC recorded as Instrument No. 20151230000443720 does not use the correct degrees symbol or the word "degrees" in the legal description of Parcels IV and V described in Exhibit A thereto.
- 37. Subject to City Ordinances recorded 9/20/2019 in Inst No. 20190920000345380, 20190920000345390 and 20190920000345400 in the office of the Judge of probate of Shelby County, Alabama.

## 20200102000001560 01/02/2020 11:28:30 AM DEEDS 5/5

#### 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	Michael Thomas Hunter and Donna L.  Hunter	
File Off Jud Cle She 01/0 S12	2501 Blackridge Cove Hoover, AL 35244  ed and Recorded ficial Public Records dge of Probate, Shelby County Alabama, County erk elby County, AL 02/2020 11:28:30 AM 20.00 CHERRY 200102000001560	Date of Sale Total Purchase Price 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 S Sales Co				
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.				
		ctions		
	and mailing address - provide the name and mailing address.	of the person or person	ns conveying interest to property	
Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.				
	ss - the physical address of the property be to the property was conveyed.	eing conveyed, if ava	ilable. Date of Sale - the date on	
	price - the total amount paid for the purche instrument offered for record.	hase of the property, b	ooth real and personal, being	
conveyed by th	if the property is not being sold, the true verse instrument offered for record. This may assessor's current market value.	value of the property, be evidenced by an a	both real and personal, being appraisal conducted by a licensed	
current use valu	rovided and the value must be determined at ation, of the property as determined by the start of the property and determined by the start of the property tax purposes will be used a \$40-22-1 (h).	he local official charg	ed with the responsibility of	
accurate. I furth	est of my knowledge and belief that the iner understand that any false statements called in Code of Alabama 1975 § 40-22-1 (b	laimed on this form m		
Date: Decembe	er 27, 2019	Joshua L. Hartman	n )	
Unattest	ed(verified by)	Sign	ee/ Owner/Agent) circle one	