

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

Eric Yeager and Lori Yeager
1727 Oak Park Lane
Helena, AL 35080

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 13th day of March, 2020 by BLACKRIDGE PARTNERS, LLC, an Alabama limited liability company (“Grantor”), in favor of Eric Yeager and Lori Yeager (“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 Shelby 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.

Note to recording clerk: the contract sales price is \$230,000 and All of the consideration was paid from the proceeds of a purchase money mortgage.

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

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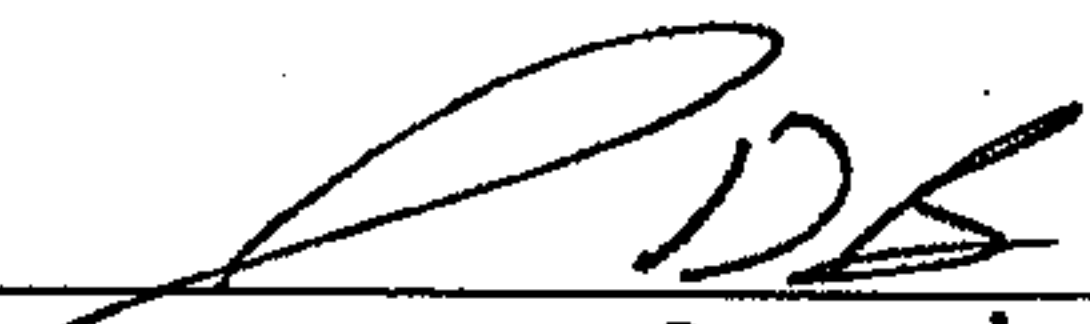
joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

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

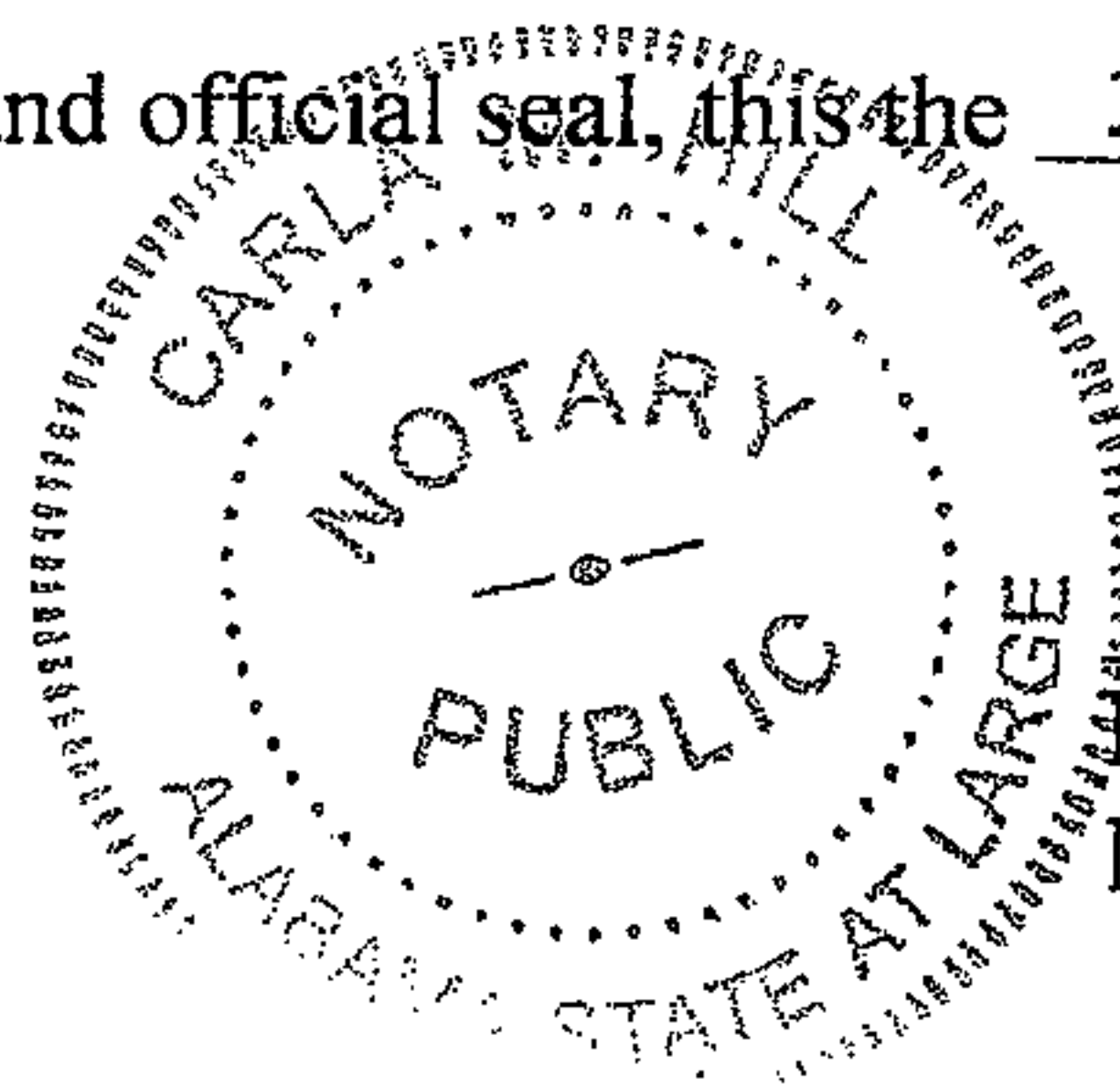
By: 
Printed Name: Daryl Spears
Title: CFO

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 13th day of March, 20 20.

[NOTARIAL SEAL]



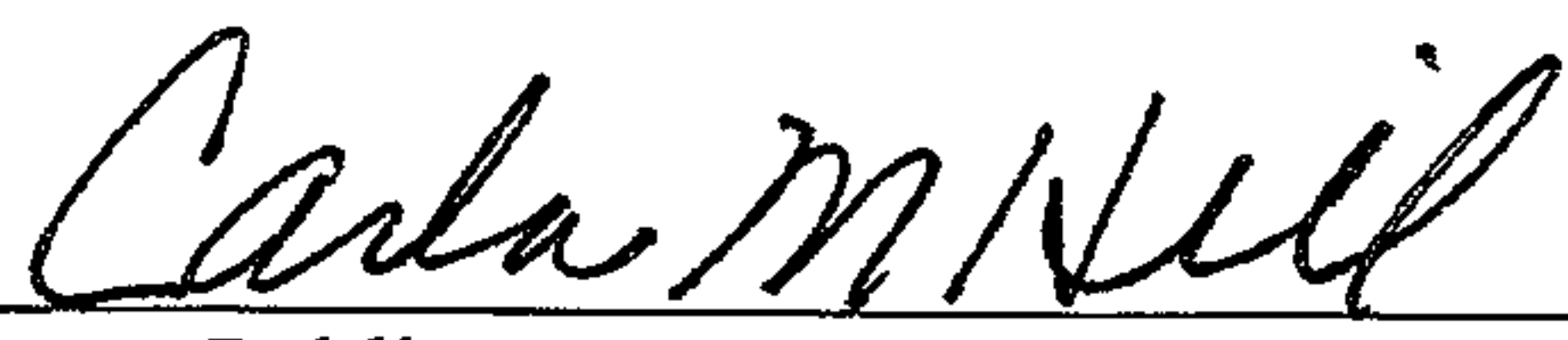

Notary Public
My Commission Expires: 03/23/23

Exhibit "A"
Property Description

Lot 1106, according to the Survey of Blackridge Phase 1C, as recorded in Map Book 49, Page 62A, 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. Thirty-five-foot building setback lines as shown on the Final Plat of the Subdivision of Blackridge Phase 1C recorded in Map Book 49, Page 62 A and B as Instrument No. 20180710000244010 in the Probate Office of Shelby County, Alabama on July 10, 2018.
3. Easements as shown on the Final Plat of the Subdivision of Blackridge Phase 1C recorded in Map Book 49, Page 62 A and B as Instrument No. 20180710000244010 in the Probate Office of Shelby County, Alabama on July 10, 2018.
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. 20170926000344020 in the Probate Office of Probate of Shelby County, Alabama on September 26, 2018.
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. 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.
8. Reservation of mineral and mining rights as set forth in Special Warranty Deed from United States Steel Corporation, a Delaware corporation, successor by conversion to United States Steel LLC, to The Auburn University Foundation, an Alabama not for profit corporation, as Trustee of the J. E. Wilborn Charitable Remainder Unitrust recorded in Instrument No. 2002-04257 in the Probate Office of Shelby County, Alabama on January 24, 2002, Special Warranty Deed from the Auburn University Foundation, an Alabama not for profit corporation, as Trustee of the J. E. Wilborn Charitable Remainder Unitrust recorded in Instrument No. 20050919000483390 on August 16, 2005, and Special Warranty Deed from United States Steel Corporation, a Delaware corporation, successor (by conversion) to United States Steel LLC and remote successor to USX Corporation, to Riverwoods Properties, LLC, an Alabama limited liability company, recorded in Instrument No. 20070502000204170 on May 2, 2007.

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 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 Inst. No. 20170517000171950 in the Probate Office of Shelby County, Alabama on May 17, 2017.

12. Any loss or claim arising out of 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 Inst. No. 20170517000171960 in the Probate Office of Shelby County, Alabama on May 17, 2017.

13. 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, as recorded in Inst. No. 20170517000171960 in the Probate Office of Shelby County, Alabama on May 17, 2017.

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. Easement – Pole Line in favor of Alabama Power Company dated March 7, 2018, recorded in Instrument No. 20180316000088220 in the Probate Office of Shelby County, Alabama on March 16, 2018.

16. 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.

17. As to Blackridge Lake:



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
11/18/2020 10:17:21 AM
\$38.00 CHARITY
20201118000527330

- (a) Rights, if any, of the property owners abutting Blackridge Lake or adjoining stream 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.

18. 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.