

STATE OF ALABAMA)
SHELBY COUNTY)

AGREEMENT

THIS AGREEMENT entered into this 29th day of December, 2024, by and between John M. Ridderhoff and wife, Deborah K. Ridderhoff, with residence address of 475 Lake Chelsea Way, Chelsea, Alabama 35043 (hereinafter referred to as the "Ridderhoffs"), and Saunders Bridge Homeowners Association, Inc., with address of 2000 Morris Avenue, Suite 1300, Birmingham, Alabama 35203 (hereinafter referred to as "SBHOA").

WITNESSETH:

WHEREAS, John M. Ridderhoff and Deborah K. Ridderhoff are the grantees and owners of Lot 17 and Lot 18, according to the Survey of Saunders Bridge 1st Sector, as recorded in Map Book 38, pages 38A, 38B, 38C and 38D, in the Probate Office of Shelby County, Alabama, and

WHEREAS, Deborah K. Ridderhoff is one and the same person as Deborah Ridderhoff on the deed recorded as Instrument No. 20201110000513640, and Deborah R. Ridderhoff on the deed recorded as Instrument No. 20201110000513660, and as clarified by the Scrivener's Affidavit recorded as Instrument No. 20241114000353310, all in the Probate Office of Shelby County, Alabama, and

WHEREAS, the Ridderhoffs are seeking approval of a resurvey of Lots 17 and 18 of Saunders Bridge, 1st Sector, from the SBHOA, and

WHEREAS, the SBHOA is the grantee and owner of an easement recorded as Instrument No. 20201223000588970 in the Probate Office of Shelby County, Alabama, and is seeking additional rights thereto, and

WHEREAS, the Ridderhoffs are seeking approval of boat house locations, and the acknowledgment of a shed location, at or near the resurveyed lot locations stated above, and

WHEREAS, the Ridderhoffs and SBHOA are seeking modification and clarification of certain SBHOA fee/assessment and ad valorem tax payments, and

WHEREAS, the Ridderhoffs and SBHOA desire to resolve any issues, disputes or differences they may have in regard to these matters, and reach a written agreement thereof.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, and One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. That the SBHOA herewith approves the Ridderhoffs' resurvey of Lots 17 and 18 of Saunders Bridge, 1st Sector, as approved by the Shelby County Department of Development Services, for the purpose of modifying an interior lot line for residential use, and more specifically identified as the Final Plat of A Resurvey of Lots 17 & 18 of Saunders Bridge, 1st Sector, which is signed by Rodney Shiflett, P.L.S. #21784, on November 8, 2024, a copy of which is attached hereto as Exhibit "A-1", and made a part and parcel hereof, with the fully signed document being recorded in Map Book 60, Page 81, in the Probate Office of Shelby County, Alabama, and which is attached hereto as Exhibit "A-2."

2. That the Ridderhoffs hereby grant an amendment to the SBHOA's lake maintenance easement to allow for full lake access to all present and future owners of property in Saunders Bridge, a Residential Subdivision, and any Sector thereto, and of which SBHOA is the Homeowners Association thereof, as identified in the Amended Declaration of Easements, Protective Covenants and Restrictions for Saunders Bridge, a Residential Subdivision, as recorded in Instrument No. 20070425000192650 in the Probate Office of Shelby County, and otherwise. A copy of the said Amended Easement is attached hereto as Exhibit "B", and made a part and parcel hereof.

3. That the SBHOA herewith approves the boat house locations for Lots 17A and 18A, according to the Final Plat of the Resurvey of Lots 17 & 18 in the approximate areas identified on the plat attached hereto as Exhibit "A-1", and to the extent necessary, shall provide written approval of the driveway easement in the approximate location shown on the said plat.

4. That the Ridderhoffs, and any future owners of Lot 17A, shall be responsible for the full HOA fee/assessments beginning with the next billing cycle;

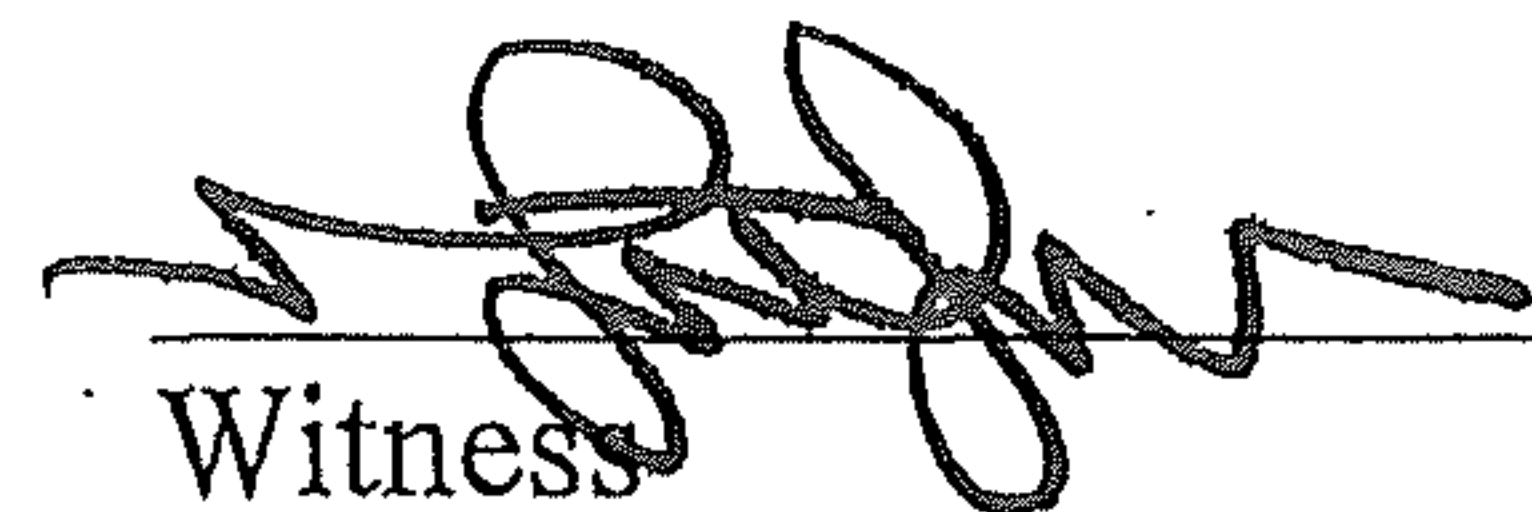
further, the SBHOA shall continue to reimburse the owners (current or future) of Lot 17A for the ad valorem taxes applicable to the portion of the lot covered by the lake easement.

5. That the SBHOA acknowledges that an existing wood shed is located on the Ridderhoffs' property (by permission).

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date stated above.

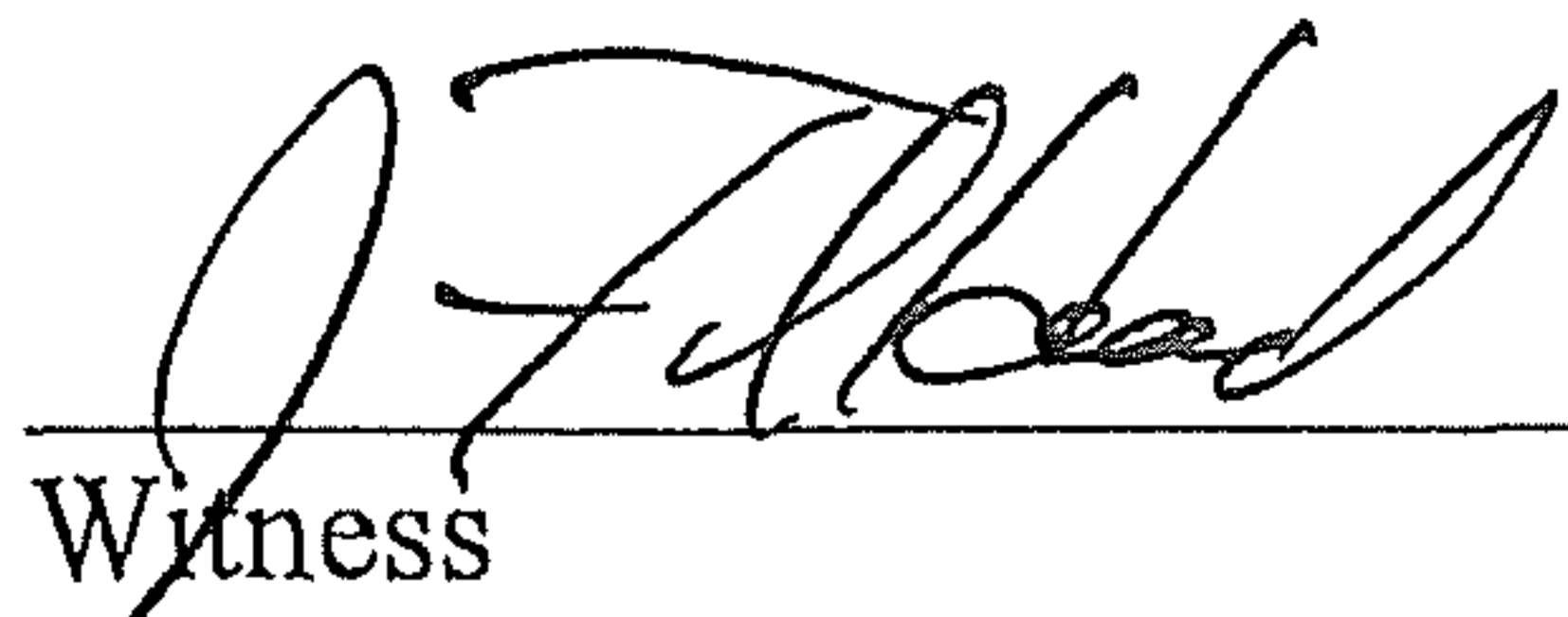

Witness

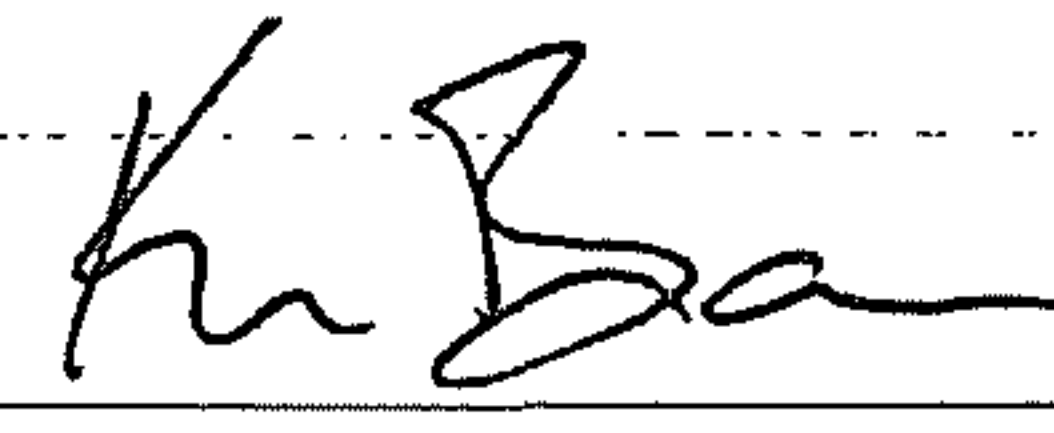

John M. Ridderhoff


Witness


Deborah K. Ridderhoff

SAUNDERS BRIDGE HOMEOWNERS
ASSOCIATION, INC.

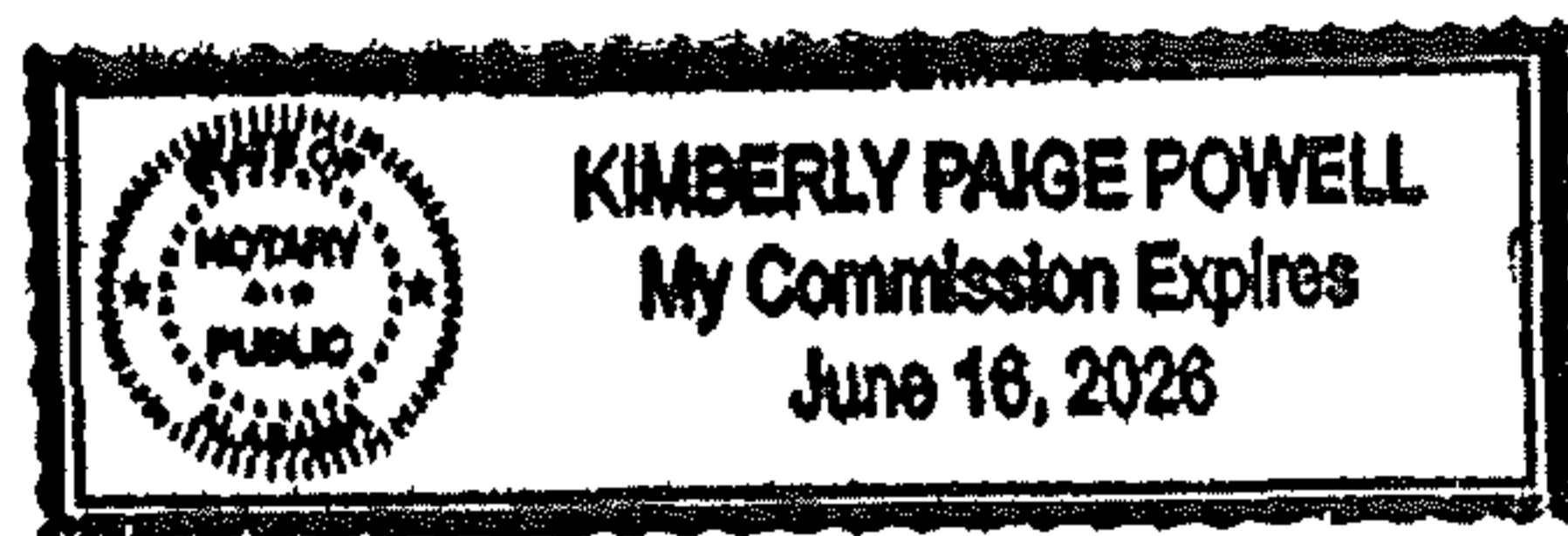

Witness

By: 
Its: Treasurer

STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that John M. Ridderhoff, whose name 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, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29 day of December, 2024.



Kimberly Powell
Notary Public

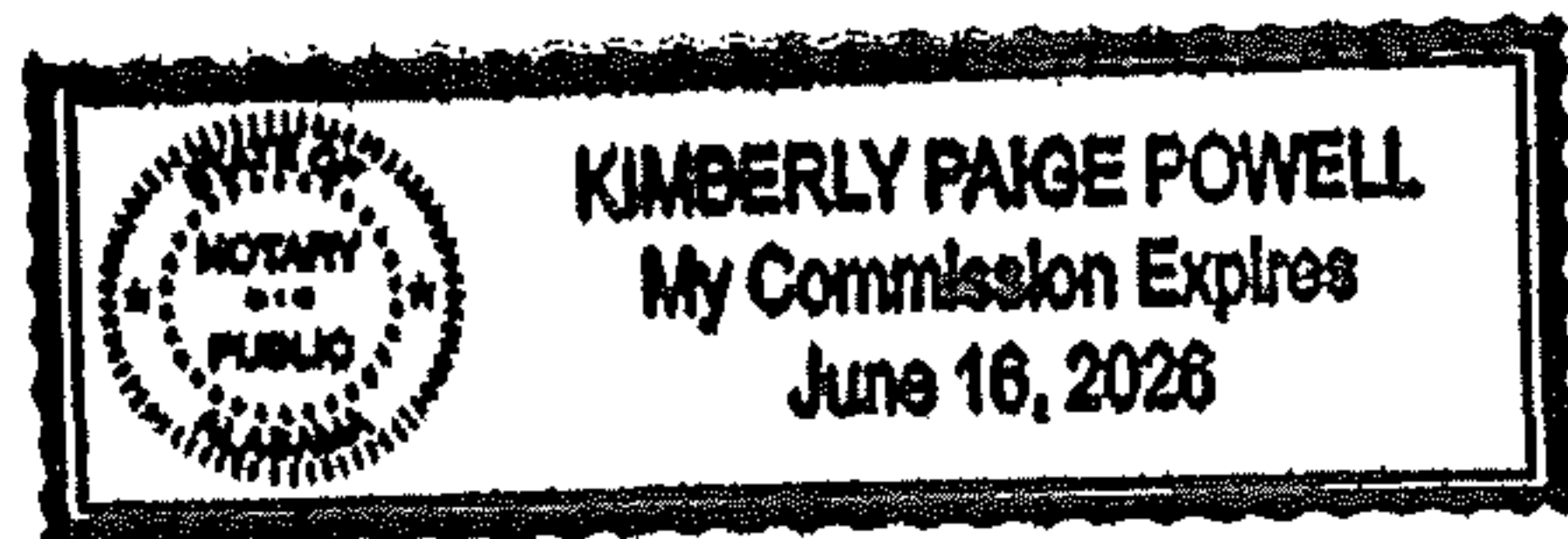
My Commission Expires: June 16, 2026

STATE OF ALABAMA)

Shelby COUNTY)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Deborah K. Ridderhoff, whose name 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29 day of December, 2024.



Kimberly Powell
Notary Public

My Commission Expires: June 16, 2026

STATE OF ALABAMA)

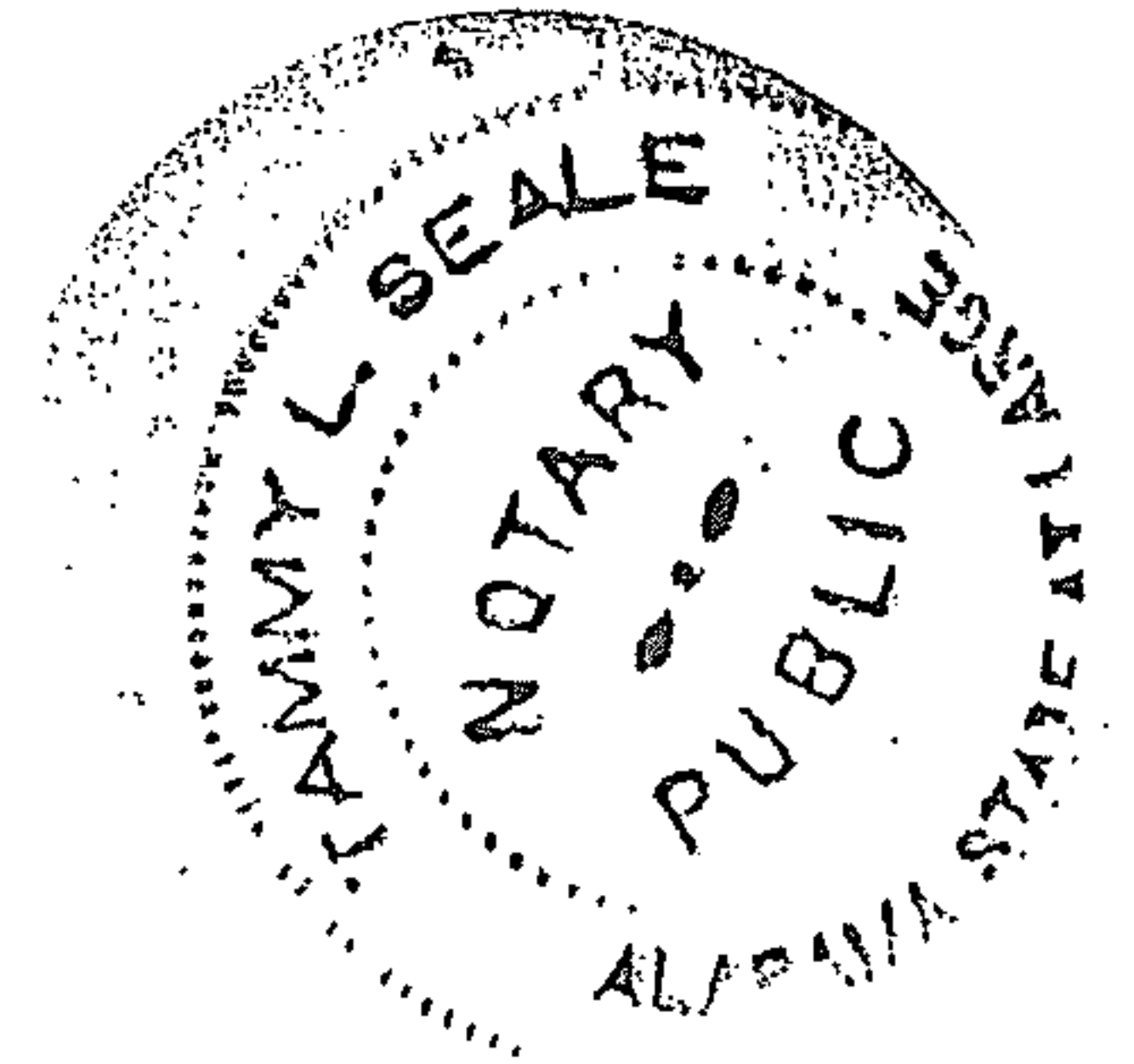
SHELBY COUNTY)

I, the undersigned authority, a notary public in and for said County, in said State, hereby certify that Kevin Gann, whose name as Treasurer of Saunders Bridge Homeowners Association, Inc., as 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, in his capacity as such Treasurer, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 3rd January, 2025 of ~~December, 2024.~~

Tammy L. Seale
Notary Public

My Commission Expires: 7-12-2027



Prepared by:
J. Frank Head
ELLIS • HEAD • OWENS • JUSTICE • KILGORE

Attorneys at Law

P. O. Box 587

113 North Main Street

Columbiana, AL 35051

Exhibit "B"

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This instrument was prepared by:
ELLIS, HEAD, OWENS & JUSTICE
113 North Main Street
P. O. Box 587
Columbiana, Alabama 35051

Saunders Bridge Homeowners Association, Inc.
2000 Morris Avenue, Suite 1300
Birmingham, Alabama 35203

AMENDED EASEMENT

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS,

That for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, to the undersigned Grantors in hand paid by the Grantee herein, the receipt whereof is hereby acknowledged, we, **JOHN M. RIDDERHOFF** and wife, **DEBORAH K. RIDDERHOFF** (herein referred to as Grantors), do grant, bargain, sell and convey unto **SAUNDERS BRIDGE HOMEOWNERS ASSOCIATION, INC.** (herein referred to as Grantee), an easement in and to the following described real estate situated in Shelby County, Alabama, to-wit:

Parcel 1

Commencing at a paint dot in concrete driveway in place, accepted as the Southwest corner of Lot 17 of Saunders Bridge, 1st Sector; thence with a curve turning to the left with an arc length of 74.92', with a radius of 55.00', with a chord bearing N 12° 41' 26" W, with a chord length of 69.28' to a pk nail in place; thence with a reverse curve turning to the right with an arc length of 28.63', with a radius of 25.00', with a chord bearing of N 19° 24' 19" W, with a chord length of 27.14' to a 1/2" rebar in place; thence S 82° 46' 58" E a distance of 63.48' to a 1/2" capped rebar set (Harris 29409); thence N 89° 17' 02" E a distance of 182.23' to a 1/2" capped rebar set (Harris 29409); thence S 76° 22' 04" E a distance of 87.27' to a 1/2" capped rebar set (Harris 29409); thence S 09° 21' 27" W a distance of 111.34' to a point; thence S 35° 14' 02" E a distance of 551.39' to a point; thence S 81° 30' 48" W a distance of 145.07' to a point; thence N 29° 14' 55" W a distance of 518.62' to a point; thence N 63° 39' 56" W a distance of 251.99', back to the point of beginning, containing 2.42 acres, more or less.

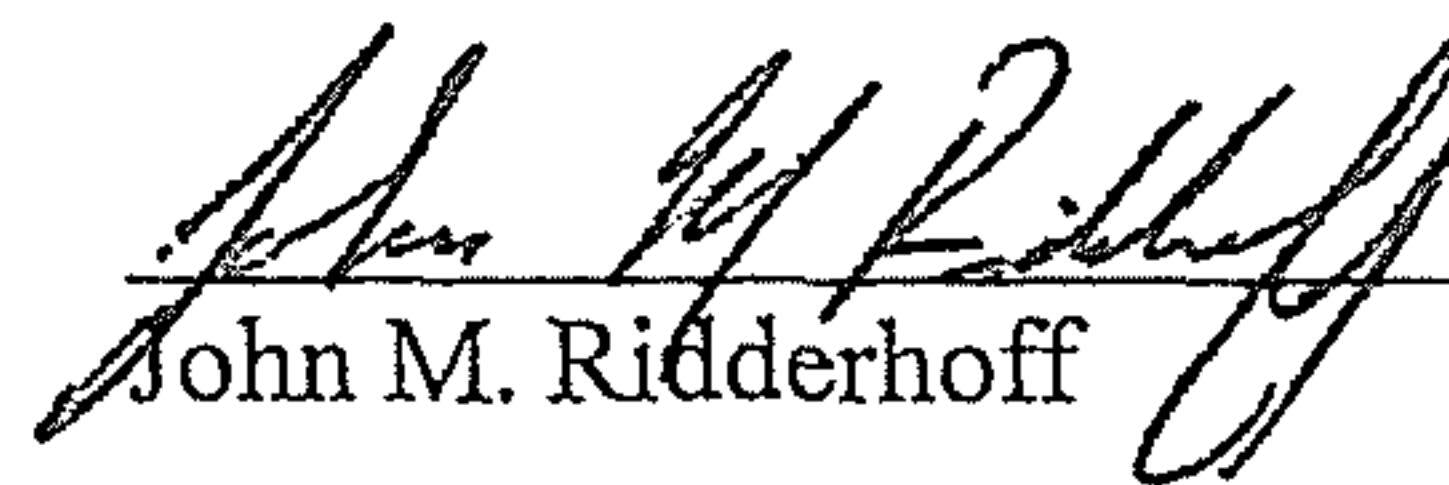
This amended easement is for the express purpose of conveying to the Grantee, its successors and assigns, an appurtenant easement to provide full ingress, egress and lake access from Twin Pines Road to the nearby lake, for use by all present and future lot owners in Saunders Bridge, a residential community, being a part of Saunders Bridge Homeowners Association, Inc., and their guests, invitees, and assigns, and to Saunders Bridge Homeowners Association, Inc. The easement herewith amends the Easement recorded as Instrument No. 20201223000588970 in the Probate Office of Shelby County, Alabama, such that it is not limited to Saunders Bridge Homeowners Association, Inc., maintaining the quality of the lake (which is still authorized), but expands the easement for full

and complete ingress, egress and lake access, as stated herein.

TO HAVE AND TO HOLD unto the said Grantee, its heirs, successors and assigns forever.

And we do for ourselves and for our heirs, executors, and administrators covenant with the said Grantee, its heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey the same as aforesaid; that we will and our heirs, executors and administrators shall warrant and defend the same to the said Grantee, its heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set my hand and seal this 29 day of December, 2024.

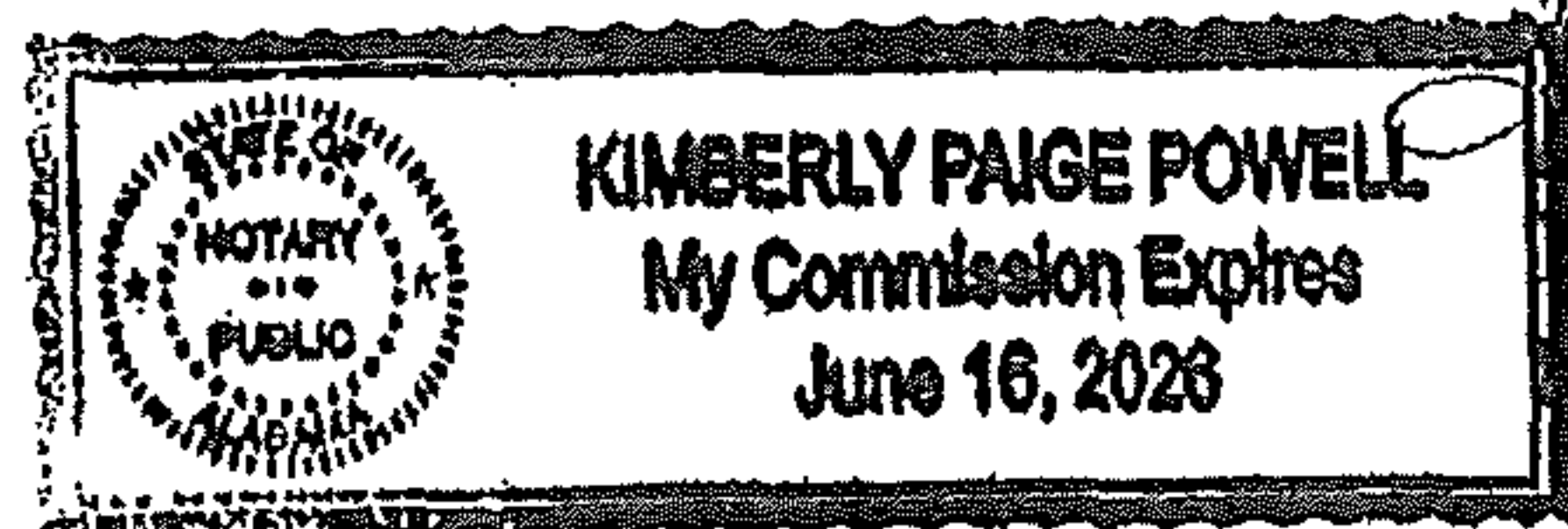
 (SEAL)
John M. Ridderhoff

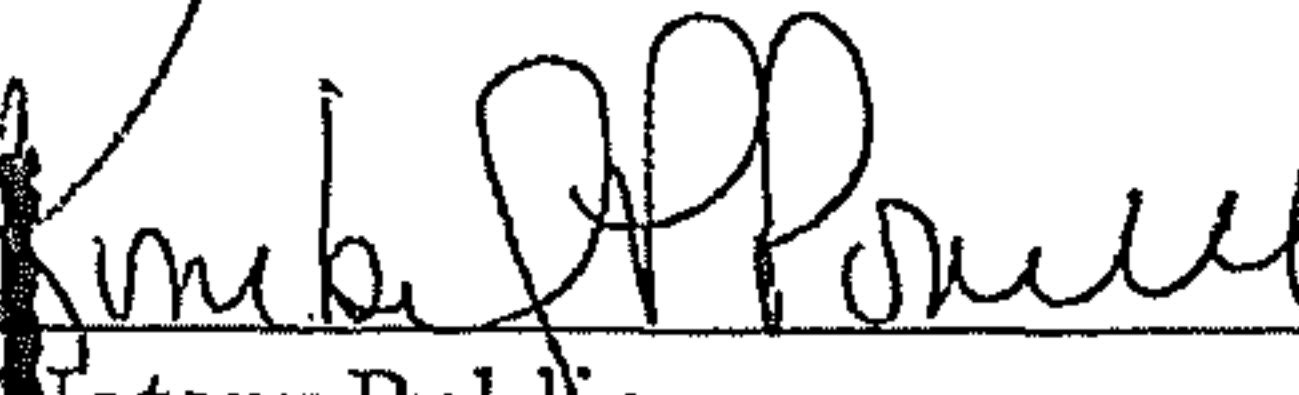
 (SEAL)
Deborah K. Ridderhoff

STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned authority, a notary public in and for said County, in said State, hereby certify that John M. Ridderhoff, a married man, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29 day of December, 2024.

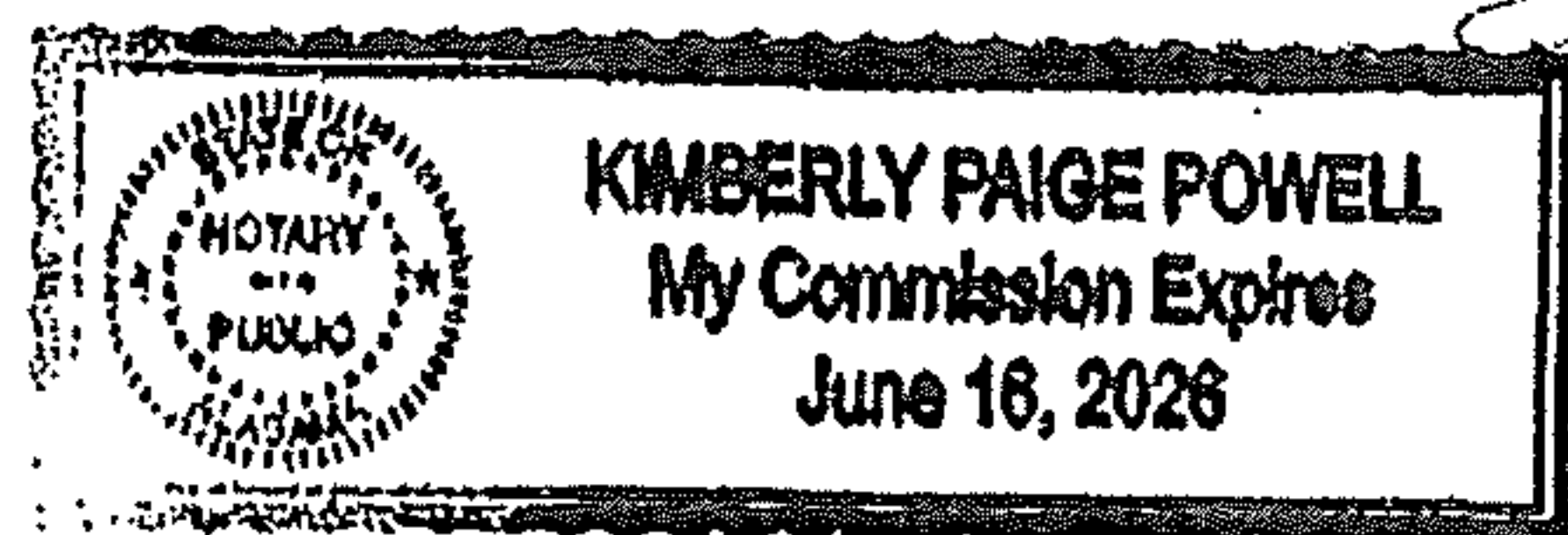


 (SEAL)
Notary Public
My Commission Expires: June 16 2026

STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned authority, a notary public in and for said County, in said State, hereby certify that Deborah K. Ridderhoff, a married woman, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29 day of December,
2024.

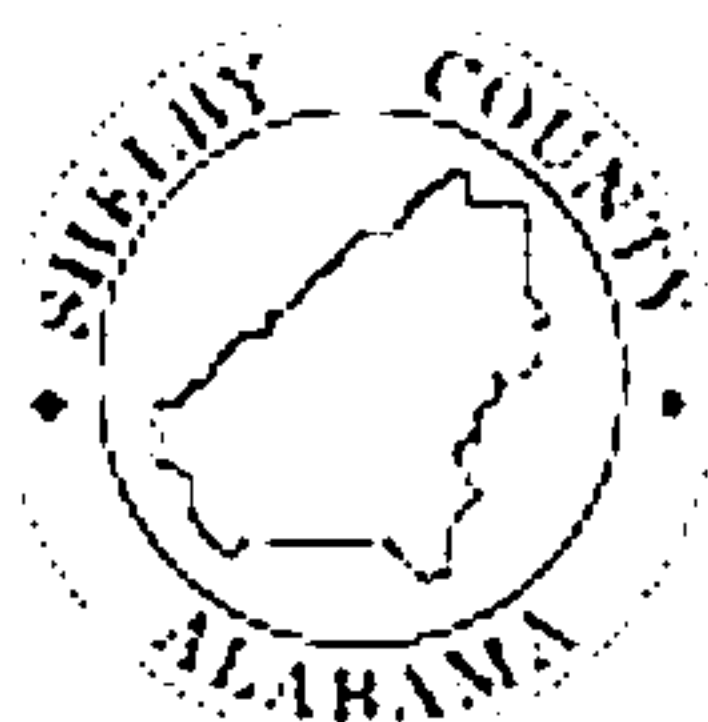


Kimberly Powell

(SEAL)

Notary Public

My Commission Expires: June 16, 2026



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