

Prepared by and After Recording Return To:

SRC Inverness Cliffs, LLC
c/o StoneRiver Company, LLC
110 Office Park Drive, Suite 300
Birmingham, Alabama 35223
Attention: Colin Moorhouse, Esq.

Send Tax Notice To:

SRC Inverness Cliffs, LLC
c/o StoneRiver Company, LLC
110 Office Park Drive, Suite 300
Birmingham, Alabama 35223
Attention: Joseph Welden

STATUTORY WARRANTY DEED

STATE OF ALABAMA
SHELBY COUNTY

)
)

THIS STATUTORY WARRANTY DEED, made as of August 22, 2019 (the "Effective Date"), between **INVERNESS CLIFFS 2ND LEVEL, LLC**, a Colorado limited liability company, whose address is 4500 Cherry Creek Drive South, Suite 550, Glendale, Colorado 80246, as to undivided 12.0194% tenant in common interest, **FREG INVERNESS CLIFFS ASSOCIATES, LLP**, a Colorado limited liability partnership, whose address is 4500 Cherry Creek Drive South, Suite 550, Glendale, Colorado 80246, as to undivided 63.9139% tenant in common interest, and **INVERNESS CLIFFS II ASSOCIATES, LLC**, a Colorado limited liability company, whose address is 4500 Cherry Creek Drive South, Suite 550, Glendale, Colorado 80246, as to undivided 24.0667% tenant in common interest (collectively "Grantor"), and **SRC INVERNESS CLIFFS, LLC**, an Alabama limited liability company ("Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH THAT: Grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)**, and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy and sufficiency of which being hereby acknowledged by Grantor, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, all that tract or parcel of land lying and being in Shelby County, Alabama, and being more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the "Property").

This conveyance is subject to, and there is excepted from the warranty of this conveyance, those certain exceptions listed on Exhibit B attached hereto (collectively, the "Exceptions").

TO HAVE AND TO HOLD the said Property, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in **FEE SIMPLE**.

Grantor will warrant and forever defend the right and title to the Property unto the said Grantee against the lawful claims of all persons, claiming by, through or under Grantor, subject, however to the Exceptions.

IN WITNESS WHEREOF, Grantor has caused this Statutory Warranty Deed to be executed as of the Effective Date.

GRANTOR:

INVERNESS CLIFFS 2ND LEVEL, LLC,
a Colorado limited liability company

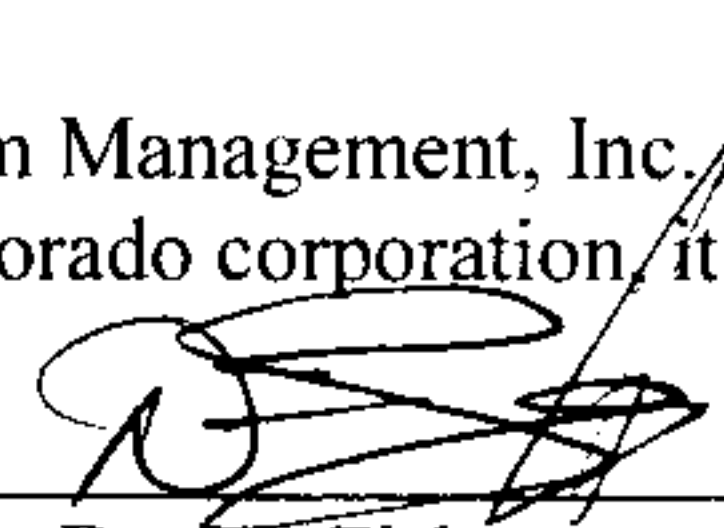
By: 
Name: Darren Fisk
Title: Manager

FREG INVERNESS CLIFFS ASSOCIATES, LLP,
a Colorado limited liability partnership


By: 
Name: Darren Fisk
Title: General Managing Partner

INVERNESS CLIFFS II ASSOCIATES, LLC,
a Colorado limited liability company

By: Forum Management, Inc.
a Colorado corporation, its Manager

By: 
Name: Darren Fisk
Title: President


(Grantor acknowledgements appear on next page)


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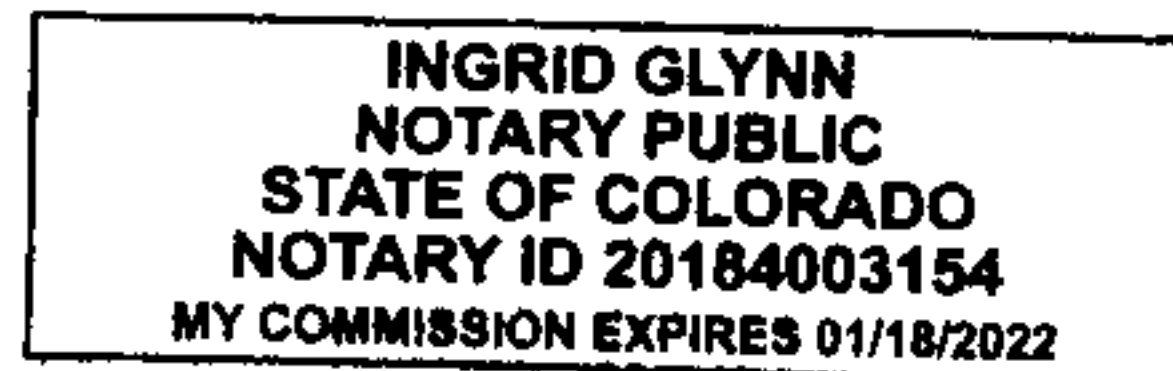
STATE OF COLORADO
COUNTY OF ARAPAHOE

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **Darren Fisk** whose name as Manager of **Inverness Cliffs 2nd Level, LLC**, a Colorado limited liability company, 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, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Witness my hand and official seal, this the 19th day of August, 2019.


Notary Public

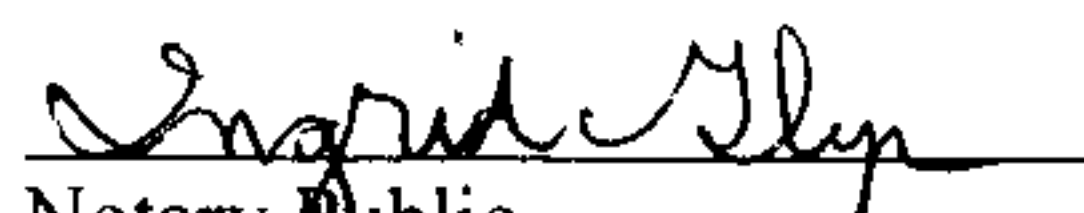
My Commission Expires: Jan 18, 2022



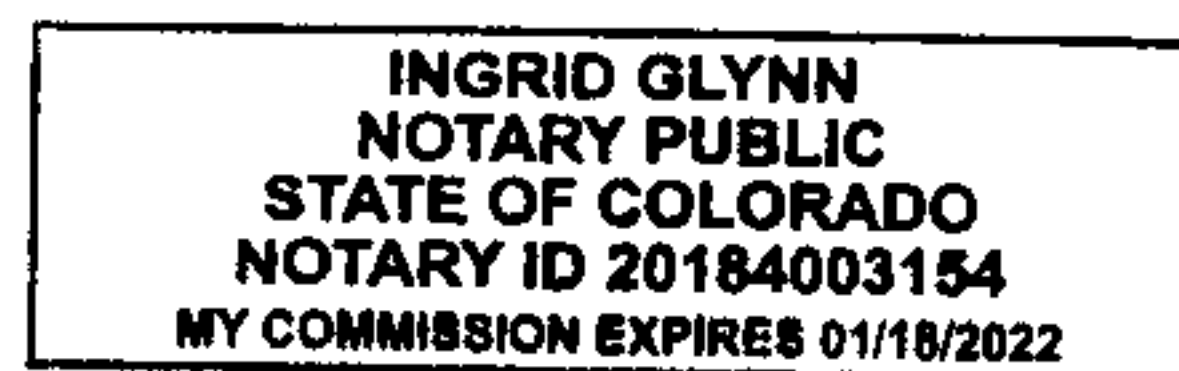
STATE OF COLORADO
COUNTY OF ARAPAHOE

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **Darren Fisk** whose name as General Managing Partner of **FREG Inverness Cliffs Associates, LLP**, a Colorado limited liability partnership, 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, as such General Managing Partner and with full authority, executed the same voluntarily for and as the act of said limited liability partnership.

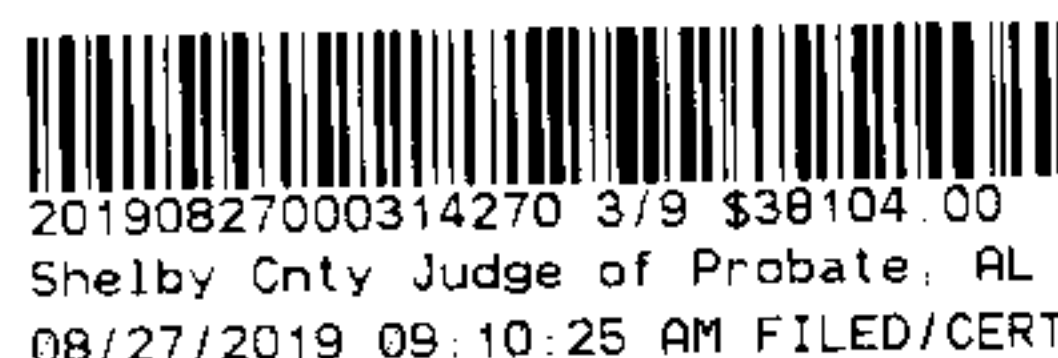
Witness my hand and official seal, this the 19th day of August, 2019.


Notary Public

My Commission Expires: Jan 18, 2022



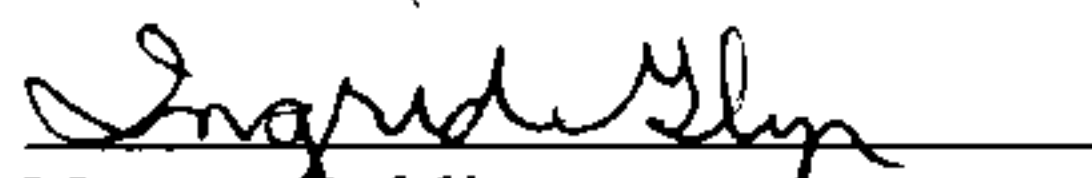
(Grantor acknowledgements continue on next page)

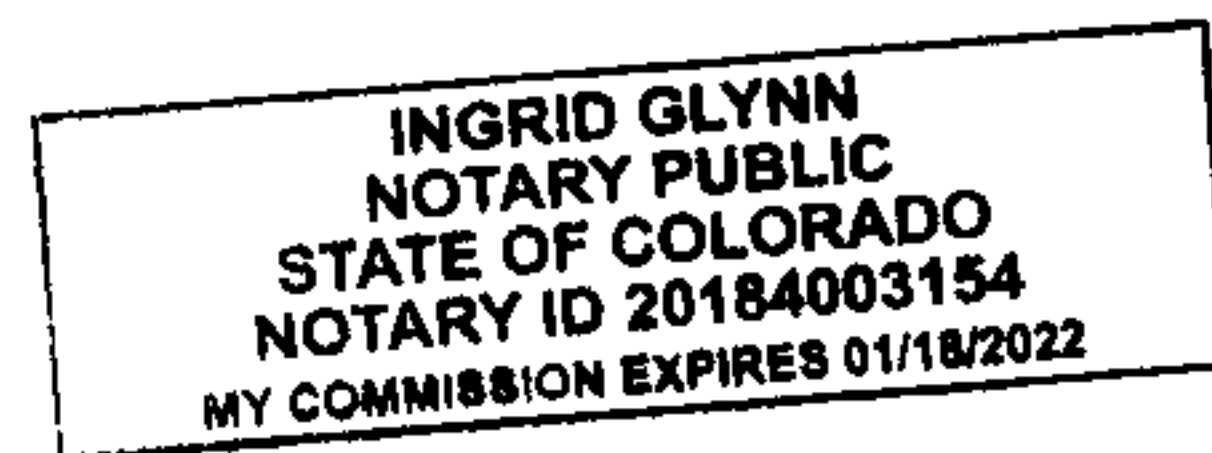


STATE OF COLORADO
COUNTY OF ARAPAHOE

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **Darren Fisk** whose name as President of Forum Management, Inc., a Colorado corporation, as Manager of **Inverness Cliffs II Associates, LLC**, a Colorado limited liability company, 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, as such President of Forum Management, Inc., in its capacity as Manager of Inverness Cliffs II Associates, LLC, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Witness my hand and official seal, this the 19th day of August, 2019.


Notary Public



My Commission Expires: Jan 18, 2022



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Exhibit A to Statutory Warranty Deed

Part of the Southwest quarter and the Southwest quarter of the Northeast quarter of Section 1, Township 19 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Begin at the Northeast corner of the Northeast quarter of the Southwest quarter of said Section 1 and run South $00^{\circ} 00' 00''$ East along the East line of same 468.32 feet to a point on the Northwesternly line of Lot 100, Meadow Brook Highlands, as recorded in Map Book 14, page 21 in the Probate Office of Shelby County, Alabama; thence run South $37^{\circ} 57' 16''$ West along said Northwesternly line of Meadow Brook Highlands 1046.79 feet to a point on the Northerly line of Lot 93B, of the Amended Map of Resurvey of Lots 93 and 93 A, Meadow Brook, 18th Sector, Phase 1 and Acreage, as recorded in Map Book 14, page 48 in the Probate Office of Shelby County, Alabama; thence run North $87^{\circ} 47' 51''$ West along said North line of Lot 93B and Meadow Brook, 18th Sector, Phase 1, as recorded in Map Book 10, page 26 in the Probate Office of Shelby County, Alabama 426.59 feet to the common corner of Lots 90 and 91 of said subdivision; thence run South $46^{\circ} 07' 59''$ West along the Northwesternly line of said subdivision 355.22 feet to an angle point of Lot 88; thence run South $00^{\circ} 01' 07''$ East along the Westerly line of said Lot 88 a distance of 198.72 feet to the Northeasterly corner of an acreage tract owned by the State of Alabama, recorded in Instrument Number 20000000184500000 in the Probate Office of Shelby County, Alabama; thence run South $42^{\circ} 19' 38''$ West along the Northwesternly line of said acreage tract 566.22 feet to an angle point of same; thence run North $46^{\circ} 28' 51''$ West along the Northerly line of said tract 120.00 feet to an angle point of Lot 41, of Barkley Square Subdivision, as recorded in Map Book 27, page 32 in the Probate Office of Shelby County, Alabama; thence the following courses along the Northeasterly line of said subdivision, North $40^{\circ} 41' 28''$ West 94.56 feet; thence North $55^{\circ} 09' 22''$ West, 312.38 feet; thence North $33^{\circ} 22' 30''$ West, 269.22 feet to an angle point of Lot 62 of said subdivision; thence North $55^{\circ} 10' 35''$ West along the Northeasterly line of Lot 62 and the extension thereof 96.44 feet to a point on the Southeasterly right of way of Valleydale Road (Shelby County Highway No. 17); thence North $38^{\circ} 13' 02''$ East along said right of way 52.94 feet to the Point of Curve of a curve to the right, having a radius of 2099.63 feet and a central angle of $11^{\circ} 53' 29''$; thence run North $44^{\circ} 09' 46''$ East along the chord of said curve 434.98 feet to the Point of Tangent; thence run North $50^{\circ} 06' 31''$ East along said right of way 97.64 feet to a Point on a curve to the left having a radius of 2904.82 feet and a central angle of $14^{\circ} 09' 08''$; thence run North $43^{\circ} 01' 57''$ East along the chord of said curve 715.67 feet to the Point of Tangent; thence run North $35^{\circ} 57' 23''$ East continuing along said right of way 1323.09 feet to the Southwesterly corner of the Inverness Elementary School property; thence run South $54^{\circ} 02' 37''$ East along the Southwesterly line of said school property 700.42 feet to the Southeasterly corner of same; thence North $26^{\circ} 51' 37''$ East along the Southeasterly line of said school property 101.23 feet to the Southwesterly corner of Parcel 2 of a survey by Rowland Jackins, dated September 26, 2003; thence run South $54^{\circ} 34' 09''$ East along the Southwesterly line of said Parcel 2 a distance of 290.02 feet to a point on the South line of the Southwest quarter of the Northeast quarter of Section 1, Township 19 South, Range 2 West; thence run North $87^{\circ} 53' 30''$ West along said South line of quarter-quarter section 185.40 feet to the point of beginning.



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LESS AND EXCEPT:

Commencing at the NW corner of the SW 1/4 of the SW 1/4 of Section 1, Township 19.South, Range 2 West, run thence S 88°24'18'' E a distance of 307.50 feet, more or less, run thence S 01°35'42'' W a distance of 297.22 feet, more or less, to a point on the south right of way of Valleydale Road and the grantor's property line, also being the Point of Beginning; run thence N 36°55'35" E a distance of 52.62 feet, more or less, run thence along an arc 436.05 feet, more or less, to the right having a radius of 2099.63 feet, the chord of which is N 43°25'28" E for a distance of 435.27 feet, more or less, run thence N 49°22'26" E a distance of 97.64 feet, more or less, run thence along an arc 731.36 feet, more or less, to the left, having a radius of 2904.82 feet, the chord of which is N 42°09'40" E for a distance of 729.43 feet, more or less, run thence N 35°20'16" E a distance of 106.67 feet, more or less, run thence N 35°09'03" E a distance of 1199.92 feet, more or less, run thence S 54°44'16" E a distance of 32.22 feet, more or less, run thence S 35°07'20" W a distance of 118.35 feet, more or less, run thence S 57°35'52'' W a distance of 53.85 feet, more or less, run thence S 35°47'46" W a distance of 157.00 feet, more or less, run thence along an arc 117.53 feet, more or less, to the left, having a radius of 11409.00 feet, the chord of which is S 35°30'05" W for a distance of 117.53 feet, more or less, run thence S 15°11'14" W a distance of 52.90 feet, more or less, run thence S 54°43'04'' W a distance of 53.04 feet, more or less, run thence S 34°51'51'' W a distance of 410.00 feet, more or less, run thence S 53°18'00" W a distance of 15.81 feet, more or less, run thence S 34°51'51" W a distance of 270.00 feet, more or less, run thence S 08°17'20'' W a distance of 11.18 feet, more or less, run thence S 34°51'51" W a distance of 172.49 feet, more or less, run thence along an arc 128.71 feet, more or less, to the right, having a radius of 2550.00 feet, the chord of which is S 36°18'37" W for a distance of 128.70 feet, more or less, run thence S 31°48'12" W a distance of 44.51 feet, more or less, run thence along an arc 386.10 feet, more or less, to the right, having a radius of 2555.00 feet, the chord of which is S 43°04'41'' W for a distance of 385.73 feet, more or less, run thence S 13°47'26" W a distance of 90.31 feet, more or less, run thence S 44°00'19" W a distance of 252.76 feet, more or less, run thence S 83°55'52" W a distance of 106.07 feet, more or less, run thence along an arc 209.09 feet, more or less, to the left, having a radius of 1945.00 feet, the chord of which is S 41 °48'57" W for a distance of 208.99 feet, more or less, run thence S 55°36'06" W a distance of 23.67 feet, more or less, run thence N 53°20'48" W a distance of 20.02 feet, more or less, to the Point of Beginning.

All being situated in Shelby County, Alabama.



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Exhibit B to Statutory Warranty Deed

(Exceptions)

1. All taxes for the year 2019 and subsequent years, not yet due and payable.
2. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished by or through Grantee, imposed by law and not shown by the public records.
3. Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under the Land.
4. Right of way granted to Alabama Power Company as set out in instrument(s) recorded in Instrument# 20090817000316140.
5. Right of way to BellSouth Telecommunications, Inc., a Georgia corporation d/b/a AT&T Alabama recorded in Instrument# 20090813000311630.
6. Grant of Easement to Marcus Cable of Alabama, LLC recorded in Instrument# 20080221000070030.
7. Easement to Water Works and Sewer Board of the City of Birmingham recorded in Real Volume 131, Page 763, Deed Book 346, Page 587.
8. Easement to Alabama Power Company recorded in Real Volume 84, Page 298, Real Volume 34, Page 614, Real Volume 14, Page 424, Deed Book 348, Page 751 and Instrument# 1993-28298.
9. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Deed Book 272, Page 93, Volume 48, Page 427 and Volume 65, Page 96.
10. Right of way to Shelby County Board of Education recorded in Instrument # 1999-29881.
11. Easements created and referred to in Agreement to the City of Hoover as recorded in Real Volume 365, Page 876.
12. Rights of tenants in possession, as tenants only, under prior unrecorded residential leases.
13. Matters of survey as shown on Survey by Robbin E. Phillips dated August 19, 2019:
 - a. encroachment by curb and paving onto adjacent property along Southwest lot line;
 - b. overhead power lines over and across the property.
14. Multifamily Mortgage, Assignment of Leases and Rents and Security Agreement and Fixture Filing executed by Inverness Cliffs 2nd Level, LLC, a Colorado limited liability company and FREG Inverness Cliffs Associates, LLP, a Colorado limited liability partnership, as tenants-in-common, to KeyBank National Association, a National Banking Association, in the amount of \$31,489,000.00, dated as of August 29, 2014 filed for record August 29, 2014, and recorded in Instrument # 20140829000272810, in the Office of the Judge of Probate of Shelby County, Alabama, as assigned pursuant to the Assignment of Mortgage from KeyBank National Association to Fannie Mae dated as of August 29, 2014, filed for record August 29, 2014 and recorded in Instrument # 20140829000272820, in the Office of the Judge of Probate of Shelby County, Alabama, and as further assigned by the Assumption and Release Agreement executed by Grantor, Grantee, Darren Fisk, StoneRiver Company, LLC, Brilliant Investments, L.L.C. and Fannie Mae dated as of even date herewith, together with the Second Amendment to Multifamily Loan and Security Agreement executed by Grantee and Fannie Mae dated as of even date herewith.

Real Estate Sales Validation Form

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

Grantor's Name	Collectively, Inverness Cliffs 2nd Level, LLC , as to undivided 12.0194% tenant in common interest, FREG Inverness Cliffs Associates, LLP , as to undivided 63.9139% tenant in common interest, and Inverness Cliffs II Associates, LLC , as to undivided 24.0667% tenant in common interest	Grantee's Name	SRC Inverness Cliffs, LLC
		 20190827000314270 8/9 \$38104.00 Shelby Cnty Judge of Probate, AL 08/27/2019 09:10:25 AM FILED/CERT	Shelby County, AL 08/27/2019 State of Alabama Deed Tax: \$38065.00
Mailing Address	c/o Forum Real Estate Group 4500 Cherry Creek Drive South, Suite 550, Glendale, CO 80246	Mailing Address	c/o StoneRiver Company, LLC 110 Office Park Drive, Suite 300, Birmingham, AL 35223 Attention: Joseph Welden
Property Address	100 Inverness Cliffs Drive Birmingham, AL 35242	Date of Sale	August 22, 2019
		Total Purchase Price or Actual Value or Assessor's Market Value	 \$ \$43,061,000.00

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 Sale ☐ Appraisal
☐ Sales Contract ☒ Other County Assessment Records
☐ 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: August 22 2019

GRANTEE:

SRC INVERNESS CLIFFS, LLC,
an Alabama limited liability company

By: StoneRiver Company, LLC
Its: Manager

By: 
Name: Colin Moorhouse
Title: Manager

____ Unattested

Kimberly Davidson
(verified by)

Form RT-1

