
(Space Above Line for Use by Recording Office)

THIS INSTRUMENT PREPARED BY:

W. Graham Burgess
LANIER FORD SHAVER & PAYNE P.C.
2101 West Clinton Ave., Ste. 102
Huntsville, Alabama 35805
(256) 535-1100

QUITCLAIM DEED

THIS QUITCLAIM DEED made and entered into on this 29 day of January, 2020 by and between **Merion Riverside Parc, L.P.**, a Delaware limited partnership, (“Grantor”) and **TPAF VII Trails at Cahaba, LLC**, a Minnesota limited liability company, as to an undivided 54.50% interest, and **TPAF II Wyngate, LLC**, a Minnesota limited liability company, as to an undivided 43.5% interest, together as tenants in common (collectively “Grantee”).

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash and other good and valuable consideration, this day in hand paid to the Grantor by the Grantee, the receipt and sufficiency of all of which is hereby expressly acknowledged by the Grantor, the Grantor has this day remised, released, quitclaimed, conveyed and confirmed and does, by these presents, remise, release, quitclaim, convey and confirm, unto the Grantee, all of the Grantor’s right, title, interest and claim in and to the real property legally described on **Exhibit “A”** attached hereto.

TO HAVE AND TO HOLD the real estate above described, together with all and singular the rights, privileges, tenements and appurtenances thereunto belonging or in anywise appertaining unto the Grantee and unto its successors and assigns forever.

Pursuant to and in accordance with Section 40-22-1 of the Code of Alabama (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor’s Address: 308 E. Lancaster Avenue, Suite 300, Wynnewood, PA 19096
Grantee’s Address: 8500 Normandale Lake Blvd., Suite 700, Bloomington, MN 55437
Property Address: 801 Cahaba Forest Cove, Birmingham, AL 35242
Purchase Price: \$0.00 (Curative Instrument)

The purchase price or actual value claimed in this instrument can be verified in the following documentary evidence:

Bill of Sale Sales Contract Closing Statement Appraisal Other

[signature page to follow]

IN WITNESS WHEREOF, the Grantor has hereunto caused these presents to be executed by its duly authorized officer on this ____ day of January, 2020.

WITNESSES:

GRANTOR:

Merion Riverside Parc, L.P., a Delaware limited partnership

By: Merion Riverside Parc GP, LLC, a Delaware limited liability company, its general partner

By: _____

Name: *Richard Kwait*
Title: *Senior Vice President*

COMMONWEALTH OF PENNSYLVANIA :

:

COUNTY OF MONTGOMERY :

:

I, the undersigned, a Notary Public in and for the said Commonwealth and County, hereby certify that Richard Kwait, as Senior Vice President of Merion Riverside Parc GP, LLC, a Delaware limited liability company, which is the general partner of Merion Riverside Parc, L.P., a Delaware limited partnership 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 Senior Vice President and with full authority, executed the same voluntarily for and as the act of said Merion Riverside Parc GP, LLC, a Delaware limited liability company.

Given under my hand and official notarial seal this 24th day of January, 2020.

Witness my hand and official seal
this 24th day of January, 2020

Notary Public for
My Commission Expires: 10/25/2023

Commonwealth of Pennsylvania - Notary Seal
ADRIENNE D. HAMILTON, Notary Public
Montgomery County
My Commission Expires October 25, 2023
Commission Number 1355888

Commonwealth of Pennsylvania - Notary Seal
ADRIENNE D. HAMILTON, Notary Public
Montgomery County
My Commission Expires October 25, 2023
Commission Number 1355888

AFTER RECORDING RETURN TO:
c/o Timberland Partners, Inc.
Attn: Robert L. Fransen
8500 Normandale Lake Blvd., Suite 700
Bloomington, MN 55437

SEND SUBSEQUENT TAX BILLS TO:
c/o Timberland Partners, Inc.
Attn: Robert L. Fransen
8500 Normandale Lake Blvd., Suite 700
Bloomington, MN 55437

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel I:

Lot 15, Cahaba Park South, 1st Addition as recorded in Map Book 153, Page 49, in the Probate Office of Jefferson County, Alabama; being situated in Jefferson County, Alabama.

Parcel II:

Lot B, Cahaba Park South, 1st Addition, Resurvey No. 1 as recorded in Map Book 159, Page 15, in the Probate Office of Jefferson County, Alabama, being situated in Jefferson County, Alabama.

Parcel III: (Signage Easement)

A non-exclusive easement to construct and maintain signage on a structure not exceeding fourteen feet in height and eight feet in width on the 10' by 10' easement for signage in the Southwestern corner of Lot 13-D, as shown on Resurvey No. 2 of Cahaba Park South, recorded in Map Book 13, page 57, in the Probate Office of Shelby County, Alabama.

Parcel IV:

Lot A, Cahaba Park South, 1st Addition Resurvey No. 1 as recorded in Map Book 159, Page 15, in the Probate Office of Jefferson County, Alabama.

Parcel V:

Retention pond drainage access easement as set forth in that certain Agreement dated August 7, 1985, by and among Investment Southeastern, Ltd., Kovach-Eddleman Properties, and 280 Associates, Ltd., as recorded in Real 2748, Page 377, in the Probate Office of Jefferson County, Alabama, and as further recorded in Real 38, Page 71 in the Probate Office of Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/31/2020 08:52:10 AM
\$29.00 CHERRY
20200131000041210

Allie S. Bayl