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**THIS DOCUMENT WAS PREPARED BY:**

Stephen L. Kussner, Esq.  
GrayRobinson, P.A.  
401 E. Jackson Street, Suite 2700  
Tampa, FL 33602

**AFTER RECORDATION PLEASE**

**RETURN TO:**

First American Title Insurance Company  
3031 N. Rocky Point Drive West, Suite 550  
Tampa, FL 33607

NCS 1138928

**SEND TAX BILL TO:**

SUMMERCOW, LLC  
19790 W. Dixie Highway, Suite 501  
Aventura, FL 33180

**LIMITED WARRANTY DEED**

STATE OF }

COUNTY OF }

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the good and valuable consideration to the undersigned Grantor, CMF II SUMMERCHASE AT RIVERCHASE, LLC, a Delaware limited liability company, whose address is 4890 W. Kennedy Blvd., Suite 200, Tampa, Florida 33609, acting by and through Cynthia M. Pfeifer, as Chief Executive Officer, fully authorized so to do by duly adopted resolutions of Grantor, in hand paid by Grantee, **SUMMERCOW, LLC**, a Delaware limited liability company, whose address is 19790 W. Dixie Highway, Suite 501, Aventura, FL 33180, the receipt whereof is hereby acknowledged, the said Grantor does by the presents, GRANT, BARGAIN, SELL AND CONVEY unto the said Grantee, all that certain real property situated in Shelby County, Alabama, as described in **Exhibit "A"** attached hereto and made a part hereof (the "Property").

TO HAVE AND TO HOLD UNTO the said Grantee, its successors and assigns forever, subject however, to the Permitted Exceptions.

*A Mortgage in the amount of \$24,898,000.00 is being filed simultaneously.*

GRANTOR hereby covenants with Grantee that the Property is free from all encumbrances made by Grantor and Grantor shall warrant and forever defend the right, title and interest to the Property unto Grantee, its successors, heirs and assigns, against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other; provided, however, that this conveyance is made subject to and there is hereby excepted from the covenants and warranties herein above set forth the matters set forth in Exhibit "B" attached hereto and made part of hereof (the "Permitted Exceptions").

Pursuant to the provisions of Ala. Code § 40-22-1 (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor's Name and Mailing Address:	Grantee's Name and Mailing Address:
CMF II SUMMERCHASE AT RIVERCHASE, LLC	SUMMERCOW, LLC
Attn: Cynthia M. Pfeifer	Attn: Jimmy Levy, Manager
c/o Carter Multifamily Properties, LLC	19790 W. Dixie Highway, Suite 501
4890 West Kennedy Blvd., Suite 200	Aventura, FL 33180
Tampa, Florida 33609	
	Property Address: 100 Summerchase Drive, Hoover, AL 35244
	Date of Sale: October 13, 2022
	Purchase Price: \$38,750,000.00
	The Purchase Price can be verified in:
	<input checked="" type="checkbox"/> Closing Statement

*[Signature on Following Page.]*

(Signature Page to  
Limited Warranty Deed)

IN WITNESS WHEREOF, Grantor has signed and sealed this Deed as of 13 day of October, 2022.

**GRANTOR:**

**CMF II SUMMERCHASE AT RIVERCHASE,  
LLC**, a Delaware limited liability company

By: CMF II ALVARIUM SUMMERCHASE  
JV, LLC, a Delaware limited liability  
company, its Sole Member

By: Cynthia M. Pfeifer  
Cynthia M. Pfeifer  
Authorized Signer

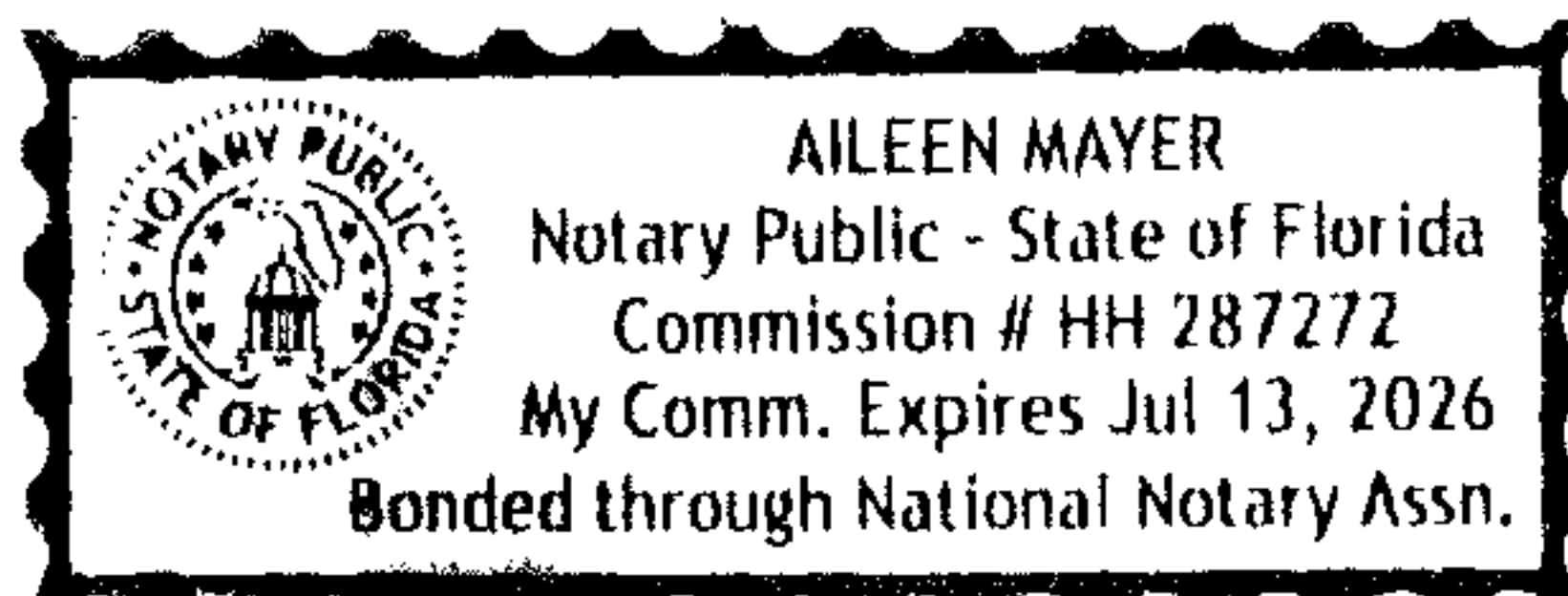
State of FLORIDA  
County of HILLSBOROUGH

I, the undersigned, a Notary Public in and for the County in said State, hereby certify that Cynthia M. Pfeifer, as Authorized Signer of CMF II Alvarium Summerchase JV, LLC, a Delaware limited liability company, which is the Sole Member of CMF II Summerchase At Riverchase, LLC, a Delaware 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 on the conveyance, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 12 day of October, 2022.

Aileen Mayer  
Notary Public  
My commission expires: 7-13-26

Affix Notarial Seal



**EXHIBIT 'A'**

File No.: **NCS-1138928-CAST (PM)**

Property: **100 Summerchase Drive, Hoover, AL 35244**

**COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, RUN THENCE IN A WESTERLY DIRECTION ALONG THE SOUTH LINE OF SAID 1/4 SECTION FOR A DISTANCE OF 2,300.55 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 86 DEGREES AND RUN IN A NORTHWESTERLY DIRECTION ALONG THE NORTHEASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY NO. 31 SOUTH FOR A DISTANCE OF 1,096.84 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 101 DEGREES 03 MINUTES 10 SECONDS AND RUN IN AN EASTERLY DIRECTION FOR A DISTANCE OF 346.16 FEET TO THE POINT OF BEGINNING; FROM THE POINT OF BEGINNING THUS OBTAINED, THENCE TURN AN ANGLE TO THE LEFT OF 71 DEGREES 19 MINUTES 50 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 580 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 18 DEGREES 59 MINUTES 22 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 525.54 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 101 DEGREES 40 MINUTES 03 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 526.96 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 31 DEGREES 30 MINUTES AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 176.65 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 00 DEGREES 14 MINUTES 53 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 60 FEET; THENCE TURN AN ANGLE TO THE LEFT OF 90 DEGREES TO THE TANGENT OF THE FOLLOWING DESCRIBED COURSE, SAID COURSE BEING SITUATED ON A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 15 DEGREES 10 MINUTES 25 SECONDS AND A RADIUS 438.82 FEET; THENCE RUN IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 116.21 FEET TO THE END OF SAID CURVE AND THE POINT OF BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 87 DEGREES 12 MINUTES 41 SECONDS AND A RADIUS OF 25 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE TO THE RIGHT IN A NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 38.05 FEET TO THE END OF SAID CURVE; THENCE RUN ALONG THE TANGENT EXTENDED TO LAST DESCRIBED COURSE IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 424.16 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 19 DEGREES 26 MINUTES 05 SECONDS AND A RADIUS OF 349.57 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 118.57 FEET TO THE END OF SAID CURVE; THENCE RUN ALONG THE TANGENT EXTENDED TO SAID CURVE IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 20.40 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 12 DEGREES 15 MINUTES 04 SECONDS AND A RADIUS OF 889.71 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 190.24 FEET TO THE END OF SAID CURVE AND THE POINT OF BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 93 DEGREES 01 MINUTES 06 SECONDS AND A RADIUS OF 25 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE TO THE RIGHT IN A SOUTHEASTERLY AND SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 40.59 FEET TO THE END OF SAID CURVE AND THE POINT OF BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 25 DEGREES 18 MINUTES AND A RADIUS OF 483.33 FEET; THENCE RUN ALONG ARC OF SAID CURVE IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 213.43 FEET TO THE END OF SAID CURVE; THENCE RUN ALONG THE TANGENT EXTENDED TO SAID CURVE IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 35.74 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE LEFT, SAID**

**CURVE HAVING A CENTRAL ANGLE OF 25 DEGREES, 39 MINUTES 10 SECONDS AND A RADIUS OF 271.57 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE IN A NORTHWESTERLY AND SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 121.59 FEET TO THE END OF SAID CURVE AND THE POINT OF BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 20 DEGREES 18 MINUTES 07 SECONDS AND A RADIUS OF 591.13 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE IN A SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY DIRECTION FOR A DISTANCE OF 209.46 FEET TO THE END OF SAID CURVE; THENCE TURN AN ANGLE TO THE RIGHT OF FROM TANGENT OF LAST DESCRIBED COURSE OF 34 DEGREES 45 MINUTES 06 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 307.91 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 44 DEGREES 55 MINUTES 54 SECONDS AND RUN IN A NORTHERLY DIRECTION FOR A DISTANCE OF 142.00 FEET; THENCE TURN AN ANGLE TO THE LEFT OF 84 DEGREES 31 MINUTES 38 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 335.53 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 40 DEGREES 30 MINUTES AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 153.91 FEET TO THE POINT OF BEGINNING.**

**TOGETHER WITH A PERPETUAL EASEMENT FOR SANITARY SEWER PIPELINE REFERENCED IN THAT CERTAIN DEED RECORDED IN DEED BOOK 331, PAGE 757, OVER, ALONG AND THROUGH THE FOLLOWING DESCRIBED REAL ESTATE FOR THE BENEFIT OF THE REAL PROPERTY DESCRIBED HEREINABOVE:**

**DESCRIPTION OF A 20 FOOT WIDE SANITARY SEWER EASEMENT SITUATED IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**FROM THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, RUN WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 FOR A DISTANCE OF 1170.59 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 110 DEGREES 52 MINUTES 50 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 32.41 FEET TO THE CENTER OF AN EXISTING SANITARY SEWER MANHOLE AND THE POINT OF BEGINNING OF THE CENTERLINE OF THE 20 FOOT WIDE SANITARY SEWER EASEMENT HEREIN DESCRIBED; FROM THE POINT OF BEGINNING THUS OBTAINED, CONTINUE ALONG THE LAST DESCRIBED COURSE FOR A DISTANCE OF 175.15 FEET; THENCE TURN AN ANGLE TO THE LEFT OF 15 DEGREES 58 MINUTES 58 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 178.66 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 8 DEGREES 19 MINUTES 00 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 160.00 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERN BOUNDARY LINE OF THE ABOVE DESCRIBED PROPERTY, AND THE END OF SAID SANITARY SEWER EASEMENT.**

**ALSO, RIGHTS TO THE USE OF A 20 FOOT SANITARY SEWER EASEMENT AS SHOWN ON THE RECORDED PLAT OF RIVERCHASE PROPERTIES SECOND ADDITION TO RIVERCHASE, AS RECORDED IN MAP BOOK 9, PAGE 40, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

**TOGETHER WITH A SEWER EASEMENT AND APPURTENANT RIGHTS THAT CONSTITUTE AN INTEREST IN REAL ESTATE OBTAINED UNDER THAT CERTAIN EASEMENT GRANTED BY THE GABLES CONDOMINIUM ASSOCIATION, INC. AS RECORDED IN REAL VOLUME 97, PAGE 535.**

**TOGETHER WITH ALL EASEMENTS AND APPURTENANT RIGHTS THAT CONSTITUTE AN INTEREST IN REAL ESTATE OBTAINED IN AMENDMENT NO. 2 TO THE DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, EASEMENTS, CHARGES AND LIENS FOR RIVERCHASE (BUSINESS) AS TO EASEMENT OF ENJOYMENT OF COMMUNITY RECORDED IN REAL VOLUME 19, PAGE 633.**

**TOGETHER WITH PERPETUAL EASEMENTS FOR VEHICULAR AND PEDESTRIAN INGRESS & EGRESS AND SEWER LINE MORE PARTICULARLY DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED IN REAL VOLUME 86, PAGE 332.**

**A.P.N. 109300001004022**

**Exhibit "B"**

(Permitted Exceptions)

1. Taxes and assessments for the year 2023 and subsequent years, not yet due and payable.
2. Any claims to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights expedited in (a) or (b) appear in the Public Records or are shown in Schedule B.
3. Rights of tenants in possession under prior unrecorded residential leases as shown in that certain certified rent roll dated October 12, 2022, which leases do not contain an option to purchase or a right of first refusal.
4. 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 4, Page 464 and Deed Book 127, Page 140.
5. Use Restrictions set forth in Agreement with Blue Cross and Blue Shield as recorded in Misc. Volume 19, Page 690.
6. Use and density Restrictions set forth in deed to Realty Development Corporation as recorded in Real Volume 86, Page 332.
7. Covenants, Conditions and Restrictions contained in Amendment No. 2 to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business) recorded in Misc. Volume 19, Page 633.
8. Use and Density Restriction and Utility and Sanitary Sewer Easements set forth as recorded in Deed Book 331, Page 757.
9. Utility Easement to Alabama Power Company as set out in instrument(s) recorded in Real Volume 183, Page 233.
10. Communication Easement in favor of Southern Bell Telephone & Telegraph Company by instrument(s) recorded in Real Volume 156, Page 983.
11. Rights of others in and to the use of that certain easement for sanitary sewer, together with terms and conditions contained therein, as recorded in Real Volume 97, Page 535.

- 20221014000390500 10/14/2022 02:17:49 PM DEEDS 8/9
12. Rights of others in and to the use of that certain sanitary sewer easement as reflected on Riverchase Properties Second Addition to Riverchase, as recorded in Map Book 9, Page 40.
  13. Easement to Marcus Cable of Alabama LLC recorded in Instrument # 20060221000084750.
  14. Grant of Easement to Marcus Cable of Alabama, L.L.C. I/k/a Charter Communication recorded in Instrument # 20091015000389810.
  15. All matter(s) as shown on the survey of the property prepared by Buckley D. Blew, PLS #36108, on behalf of Blew & Associates, P.A., dated August 4, 2022, last revised September 16, 2022, under Job No. 22-6899, including the following:
    - a. Asphalt, retaining walls, concrete, parking spaces, curbing, and sidewalks encroach into 10' utility easement.
    - b. Retaining wall encroaches across the easterly boundary line into adjacent property.
    - c. Fence meanders along southerly boundary line.
    - d. Utilities located throughout the Land outside of apparent easements.

*(END OF PERMITTED EXCEPTIONS)*



Real Estate Sales Validation Form

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

Grantor's Name CMF II SUMMERCHASE AT RIVERCHASE, LLC
Mailing Address c/o Carter Multifamily Properties, LLC
4890 W. Kennedy Blvd., Suite 200
Tampa, FL 33609

Grantee's Name SUMMERCOW, LLC
Mailing Address Attn: Jimmy Levy
19790 W. Dixie Highway, Suite 501
Aventura, FL 33180

Property Address 100 Summerchase Drive
Hoover, Alabama 35244

Date of Sale October 13, 2022
Total Purchase Price \$ 38,750,000.00

Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/14/2022 02:17:49 PM
\$13898.00 JOANN
20221014000390500

Actual Value \$
Assessor's Market Value \$



The purchase price or actual value this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

- Bill of Sale
Sales Contract
Closing Statement
Appraisal
Other

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).

CMF II SUMMERCHASE AT RIVERCHASE LLC, a Delaware limited liability company By: CMII ALVARIUM SUMMERCHASE JV, LLC a Delaware limited liability company, its sole member

Date Print Cynthia Pfeifer

Unattested Sign (Grantor/Grantee/Owner/Agent) circle one
(verified by)

Print Form