

20141226000404050 1/11 \$548.00
Shelby Cnty Judge of Probate, AL
12/26/2014 07:33:14 AM FILED/CERT

Send Tax Notice To:
John E. Butcher
4144 Montevallo Road South
Birmingham, AL 35213

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
) **KNOW ALL PERSONS BY THESE PRESENTS:**
SHELBY COUNTY)

That for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration to the undersigned Grantor in hand paid by the Grantees herein, the receipt of which is acknowledged, **Vista Cielo, a General Partnership, by and through John E. Butcher as its Liquidating Partner** pursuant to the Dissolution and Winding up Agreement of Vista Cielo, a California General Partnership, dated December 10, 2014, a copy of which is attached (hereinafter referred to as the "Grantor"), does grant, bargain, sell, and convey as of December 31, 2014 unto: **John Erwin Butcher, as Trustee of the John Erwin Butcher Trust under Declaration of Trust dated 8/29/1978**, an undivided 25% interest; **Janis Lynn Butcher as Trustee of the Janis Lynn Butcher Trust under Declaration of Trust dated 8/29/1978**, an undivided 25% interest; **Edward C. Monroe as Trustee of the Edward C. Monroe Living Trust under Declaration of Trust dated 11/16/2012**, an undivided 33.67% interest; and, **Meredith Butcher, as Trustee of the Meredith Butcher Trust under Declaration of Trust dated 8/24/2001**, an undivided 16.33% interest (hereinafter referred to as the "Grantees"), as tenants-in-common, the following described real property, situated in Shelby County, Alabama, described in Exhibit "A" attached hereto:

SEE EXHIBIT "A" ATTACHED HERETO

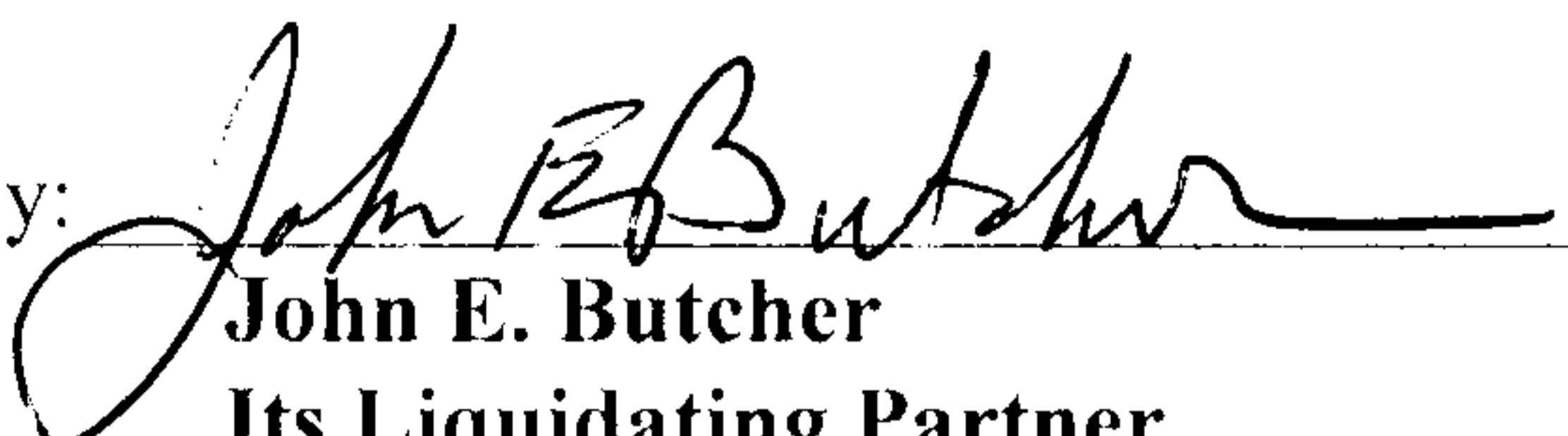
SUBJECT TO: Easements, reservations, exceptions, restrictions, covenants, conditions, exemptions, rights of way and encumbrances of record.

This conveyance of the specified undivided interests is being made by the Grantor to each of its General Partners in conjunction with the dissolution of Vista Cielo and transfer of the above described property to the General Partners in proportion to each of their current respective partnership interests, effective December 31, 2014.

TO HAVE AND TO HOLD the same unto the said Grantees, their successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal on this the 18th day of December, 2014.

Vista Cielo, a General Partnership

By: 
John E. Butcher
Its Liquidating Partner

Shelby County, AL 12/26/2014
State of Alabama
Deed Tax: \$500.00

ACKNOWLEDGMENT



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STATE OF ALABAMA)
)
JEFFERSON COUNTY)

Before me, the undersigned authority, a Notary Public in and for said county and state, personally appeared **John E. Butcher**, whose name as the Liquidating Partner of Visa Cielo, a General 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 said instrument, he in his capacity aforesaid executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 18th day of December, 2014.

Julie Shaw
Notary Public
My Commission Expires: 12-27-14

This instrument prepared by:
William S. Pritchard, III, Esq.
PRITCHARD, MCCALL & JONES, LLC
1210 Financial Center
505 North 20th Street
Birmingham, AL 35203
Phone: (205) 328-9190

Exhibit "A"

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PARCEL I:

Commence at the Northwest corner of the Northeast 1/4 of the Southeast 1/4, Section 25, Township 21 South, Range 1 West; thence South 89° 03' 3" West along the North boundary of the Northwest 1/4 of Southeast 1/4 and the Northeast 1/4 of Southwest 1/4, Section 25, a distance of 2205.43 feet to a point on the East margin of Washington Street; thence turn an angle of 100° 18' to the left and proceed along the said East margin of Washington Street, a distance of 520.16 feet to the point of beginning of the parcel of a land herein described; thence turn an angle of 79° 42' to the left and proceed along the South property line of Shelby County High School property, a distance of 382.18 feet to a point; thence turn an angle of 90° 00' to the right a distance of 177.10 feet to a point on the North margin of Briarwood Street; thence turn an angle of 90° 00' to the right and proceed along the said North margin of Briarwood Street a distance of 350.00 feet to a point on the East margin of the said Washington Street; thence turn an angle of 79° 42' to the right and proceed along the said East margin of Washington Street a distance of 180.00 feet to the point of beginning; being situated in Shelby County, Alabama.

PARCEL II:

From the Southeast corner of the Northwest 1/4 of Northeast 1/4 of Section 36, Township 21 South, Range 1 West, run West, run West along the South Boundary line of said Northwest 1/4 of Northeast 1/4 a distance of 636.92 feet; thence turn 115° 58' right and run 248.4 feet; thence turn 89° 54' left and run 195 feet to point of beginning; thence turn 04° 10' left and run along the Mooney Road a distance of 280 feet to a point; thence turn an angle of 90° to the right and run 220 feet parallel with the Western boundary of property conveyed in Deed Book 259 page 143 in the Probate Records of Shelby County, Alabama; thence turn to the right an angle of 90° and run a distance of 30 feet to the Northwest or most Northerly corner of property conveyed in said Deed Book 259 Page 143; thence continue in the same direction a distance of 220 feet to the Northeasterly corner of property conveyed in said Deed Book 259, Page 143; thence continue in the same direction a distance of 30 feet to a point; thence turn to the right an angle of 90° and run 220 feet, more or less, to the point of beginning.

Situated in Shelby County, Alabama.

Real Estate Sales Validation Form

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

Grantor's Name John E. Butcher, Liquidating Partner
Mailing Address for Vista Circle, a General Partnership
4144 Montevillo Road South
Birmingham, AL 35213

Grantee's Name John E. Butcher, as Trustee of the John
Mailing Address Erwin Butcher Trust under Declaration
of Trust dated 8/29/1978, et al.
4144 Montevillo Road South
Birmingham, AL 35213

Property Address _____

Date of Sale _____

Total Purchase Price \$ _____

or

Actual Value \$ _____

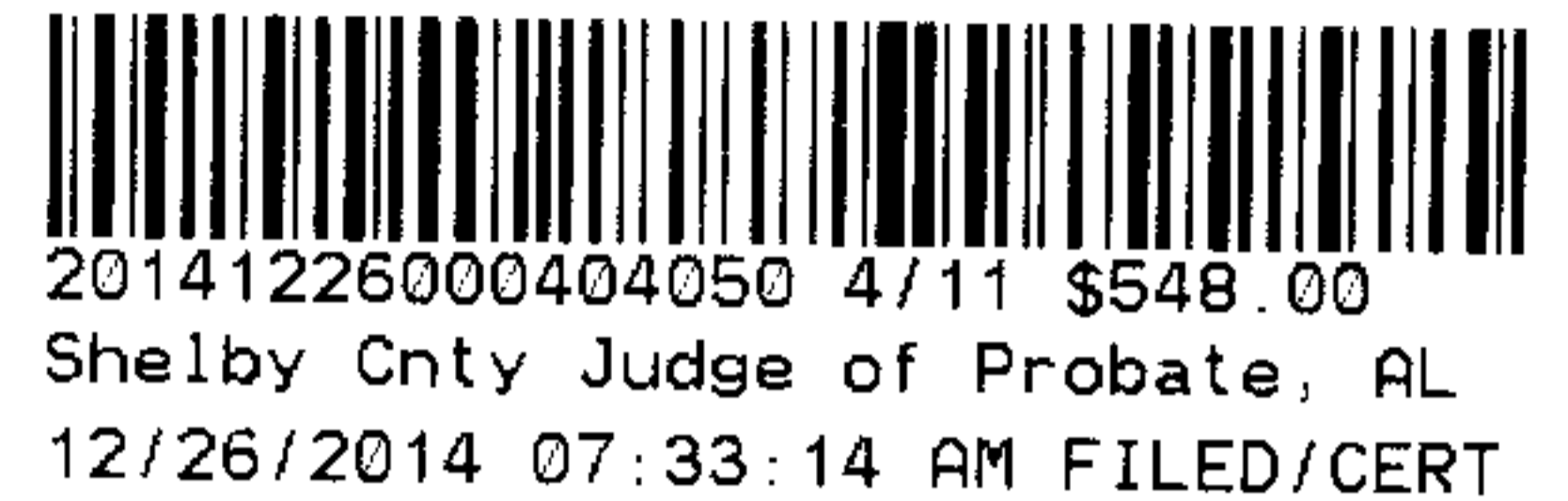
or

Assessor's Market Value \$ 500,000

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
☐ 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).

Date 12-18-14

Print JOHN E BUTCHER

☐ Unattested

Julie Shaw
(verified by)

Sign

John E Butcher
(Grantor/Grantee/Owner/Agent) circle one

Form RT-1



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**DISSOLUTION AND WINDING UP AGREEMENT
OF
VISTA CIELO,
A CALIFORNIA GENERAL PARTNERSHIP**

This Dissolution and Winding Up Agreement of Vista Cielo, a California General Partnership ("Agreement") is entered into on December 10, 2014, among the undersigned (individually, a "General Partner" and collectively, the "General Partners"), with regard to the following facts:

RECITALS

A. The General Partners are all of the general partners of Vista Cielo, a California general partnership (the "General Partnership"). The General Partnership was formed on May 1, 1977 when the General Partners executed an Agreement of Partnership dated May 1, 1977. The Agreement of Partnership has not been modified since that date.

B. The General Partners desire to dissolve the General Partnership and transfer the real property assets of the General Partnership, which are 4 Pitts Drive, Columbiana, Alabama 35051 and 373 Mooney Road, Columbiana, Alabama 35051, to the General Partners in proportion to each General Partner's current partnership interest.

C. The General Partners of the General Partnership wish to provide for the winding up and termination of the General Partnership under the terms of this Agreement.

NOW, THEREFORE, the General Partners agree as follows:

1. Recitals. The above-mentioned Recitals are hereby incorporated by references as though set forth at length.

2. Effective Date and Cessation of Business. The dissolution shall be effective as of December 31, 2014. From and after that date, the General Partnership shall conduct no business except as necessary for winding up the affairs of the General Partnership.

3. Appointment of Liquidating Partner. John E. Butcher is appointed as the Liquidating Partner exclusively responsible for winding up and terminating the General Partnership. He shall ensure that all statutory and contractual obligations of the General Partnership are performed before termination. No other General Partner may act for or on behalf of the General Partnership after this date or participate in its management and control.

4. Powers of Liquidating Partner. The Liquidating Partner shall have authority to wind up the business of the General Partnership, including full power and authority to:

(a) Sell, transfer, hypothecate, pledge, or otherwise encumber or dispose of all the General Partnership's assets, in whole or part, including but not limited to its goodwill and its name, for cash or a cash equivalent at a price and on terms that the Liquidating Partner shall

deem necessary or appropriate to accomplish an orderly and timely liquidation of the General Partnership on the best terms available.

(b) Represent and act on behalf of the General Partnership in all matters affecting it during the winding up period, including the power to engage professional and technical services of others (including without limitation, accountants, attorneys, appraisers, brokers, and auctioneers), and to institute and defend any legal proceedings that may be brought by or pending against the General Partnership.

(c) Prepare, execute, file, record, and publish on behalf of the General Partners and the General Partnership any agreements, documents, or instruments connected with the dissolution and winding up of the business and affairs of the General Partnership.

(d) Pay or otherwise settle or discharge all of the debts, liabilities, and other obligations of the General Partnership.

(e) Distribute any General Partnership assets, specifically including the rights to coverage under any insurance policies maintained by the General Partnership at any time, and the proceeds of any sale of assets and/or any real property assets, remaining after payment of debts, liabilities, and other obligations, to the General Partners in accordance with their respective interests.

(f) Take all other action necessary, appropriate, or incidental to the foregoing powers or to the performance of the duties of the Liquidating Partner under this Agreement.

5. Duties of Liquidating Partner. The Liquidating Partner shall devote such time as he deems necessary to liquidate the General Partnership in the manner provided in this Agreement. In addition, the Liquidating Partner shall prepare, file, publish, and record in a timely manner all appropriate agreements, documents, and instruments, including federal and state tax returns, to reflect the dissolution and termination of the General Partnership and the cessation of the use of its name; obtain any necessary or desirable permits or other authorizations; to the extent required by law, cancel any existing authorizations, licenses, or permits; and resolve or dispose of other matters related to the dissolution in a manner required by law or consistent with the purposes of this Agreement.

In the performance of these duties, the Liquidating Partner shall act diligently, honestly, and in good faith and shall account to the General Partnership for any benefit or profits derived from transactions connected with the liquidation.

6. Indemnification of Liquidating Partner. The General Partners, jointly and severally, shall indemnify and hold the Liquidating Partner harmless from all losses, claims, expenses, damages, liabilities, or obligations of any kind (including legal fees and expenses) arising from or connected with the winding up and liquidation of the General Partnership and the performance of his duties under this Agreement, except for losses, claims, expenses, damages, liabilities, or obligations (including legal fees and expenses) arising from the Liquidating Partner's breach of his obligations under this Agreement or willful misconduct, or breach of his other obligations as a General Partner.

7. Payment of Creditors. The Liquidating Partner shall determine all known debts and liabilities, including obligations due to General Partners, and make adequate provision for their payment.

8. Release of Claims. Each General Partner hereby releases each of the other General Partners and the General Partnership from all known claims arising under the Agreement of Partnership, except as stated elsewhere in this Agreement.

9. Mutual Representations. Each General Partner represents and warrants to each of the other General Partners that (a) the General Partner has not incurred any obligation or liability on behalf of or as apparent agent of the General Partnership or the other General Partners, or for which the General Partner or any other General Partner may be charged, or for which the General Partner intends to claim refund or reimbursement from the General Partnership, and (b) the General Partner has not received, discharged, or transferred any credit, money, property, or other assets of the General Partnership. These representations and warranties shall survive the final termination of the General Partnership.

10. Disputed Matters. Except as otherwise provided in this Agreement, any controversy or dispute arising out of this Agreement, the interpretation of any of its provisions, or the action or inaction of any General Partner under it shall be submitted to arbitration in San Diego, California before JAMS under the commercial arbitration rules then in force for that organization. Any award or decision obtained from that arbitration proceeding shall be final and binding on the General Partners, and judgment on any award thus obtained may be entered in any court having jurisdiction. No action at law or in equity based on any claim arising out of or related to this Agreement shall be instituted in any court by any General Partner except (a) an action to compel arbitration under this provision, or (b) an action to enforce an award obtained in an arbitration proceeding in accordance with this provision.

11. Retention of Records. After termination of the General Partnership, the Liquidating Partner shall retain custody of the General Partnership's books and records for a period of six (6) years. Each General Partner shall have access to those books and records at reasonable times during normal business hours. Documents may be copied at the General Partner's expense.

12. Successors. This Agreement shall benefit and be binding on the respective heirs, executors, administrators, legatees, distributees, devisees, representatives, assignees, and other successors in interest of each General Partner.

13. Notices. All notices, requests, demands, and other communications under this Agreement shall be in writing, and shall be deemed to have been duly given on the date of delivery if personally delivered to the person to whom notice is to be given, or on the third day after mailing if mailed to the person to whom notice is to be given by first-class mail, postage prepaid, and properly addressed to that person's last known address shown in the General Partnership's records or such other address as may be set forth in a written notice of change of address received by the Liquidating Partner.



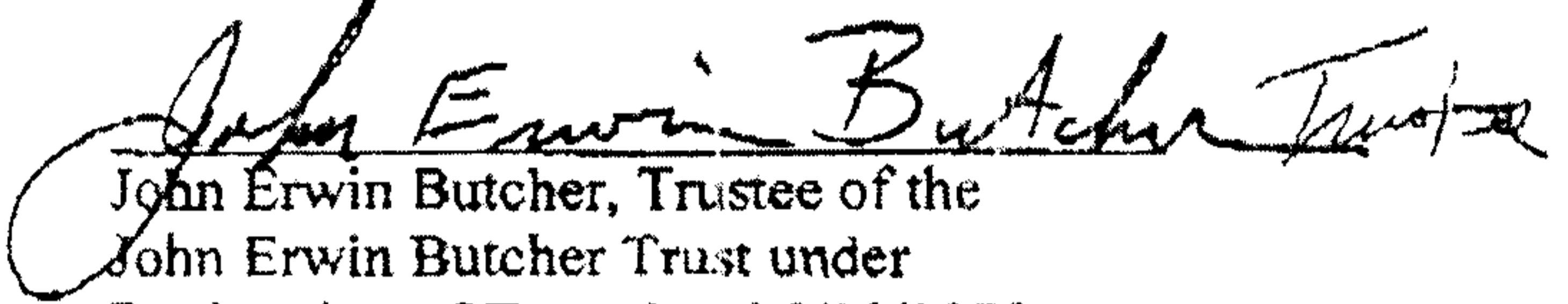
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14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California.

15. Entire Agreement. This Agreement constitutes the entire agreement of the parties concerning the dissolution, winding up, and termination of the General Partnership. No prior negotiations, agreements, or representations shall be of any further force or effect.


16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart had been delivered to the other party in person.

IN WITNESS WHEREOF, the General Partners have duly executed and delivered this Agreement on the day and year written above.


John Erwin Butcher, Trustee of the
John Erwin Butcher Trust under
Declaration of Trust dated 8/29/1978


Janis Lynn Butcher, Trustee of the
Janis Lynn Butcher Trust under
Declaration of Trust dated 8/29/1978

Edward C. Monroe, Trustee of the
Edward C. Monroe Living Trust under
Declaration of Trust dated 11/16/2012


Meredith Butcher, Trustee of the
Meredith Butcher Trust under
Declaration of Trust dated 8/24/2001



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14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California.

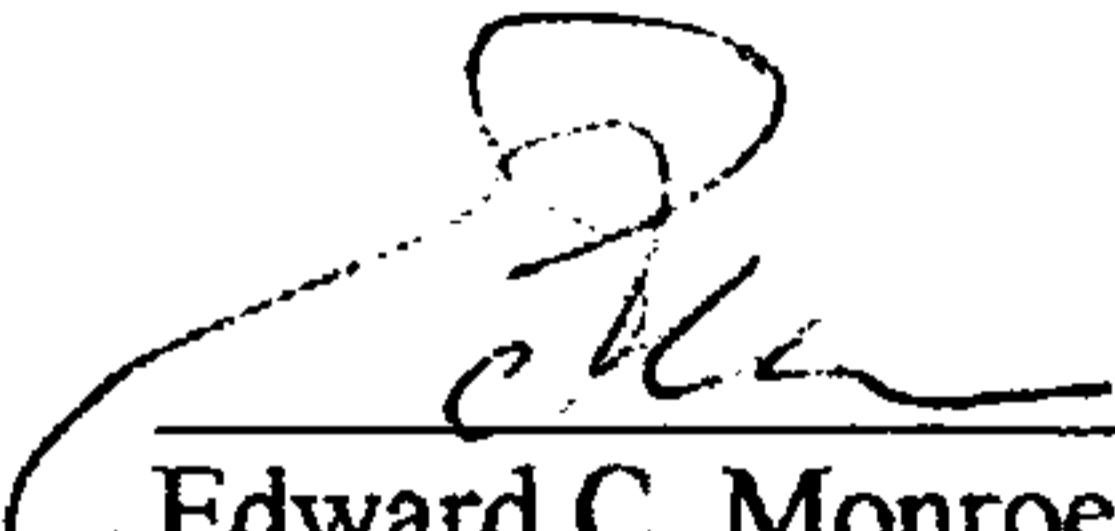
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IN WITNESS WHEREOF, the General Partners have duly executed and delivered this Agreement on the day and year written above.

John Erwin Butcher, Trustee of the
John Erwin Butcher Trust under
Declaration of Trust dated 8/29/1978

Janis Lynn Butcher, Trustee of the
Janis Lynn Butcher Trust under
Declaration of Trust dated 8/29/1978



Edward C. Monroe, Trustee of the
Edward C. Monroe Living Trust under
Declaration of Trust dated 11/16/2012

Meredith Butcher, Trustee of the
Meredith Butcher Trust under
Declaration of Trust dated 8/24/2001



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**CONSENT OF SPOUSE
OR
REGISTERED PARTNER**

In consideration of the execution of the foregoing Agreement by the other General Partners in Vista Cielo, I, Erica Midkiff, the spouse or domestic partner of Meredith Butcher, a General Partner, do join with her in executing this Agreement and agree to be bound by its terms in lieu of any marital or statutory rights as a domestic partner or any applicable rights under comparable state law to which I might otherwise be entitled.

Dated: December 10, 2014

Erica J. Midkiff
Erica Midkiff

In consideration of the execution of the foregoing Agreement by the other General Partners in Vista Cielo, I, Robin Arenz, the spouse of Edward Monroe, a General Partner, do join with him in executing this Agreement and agree to be bound by its terms in lieu of any marital to which I might otherwise be entitled.

Dated: December 10, 2014

Robin Arenz

**CONSENT OF SPOUSE
OR
REGISTERED PARTNER**

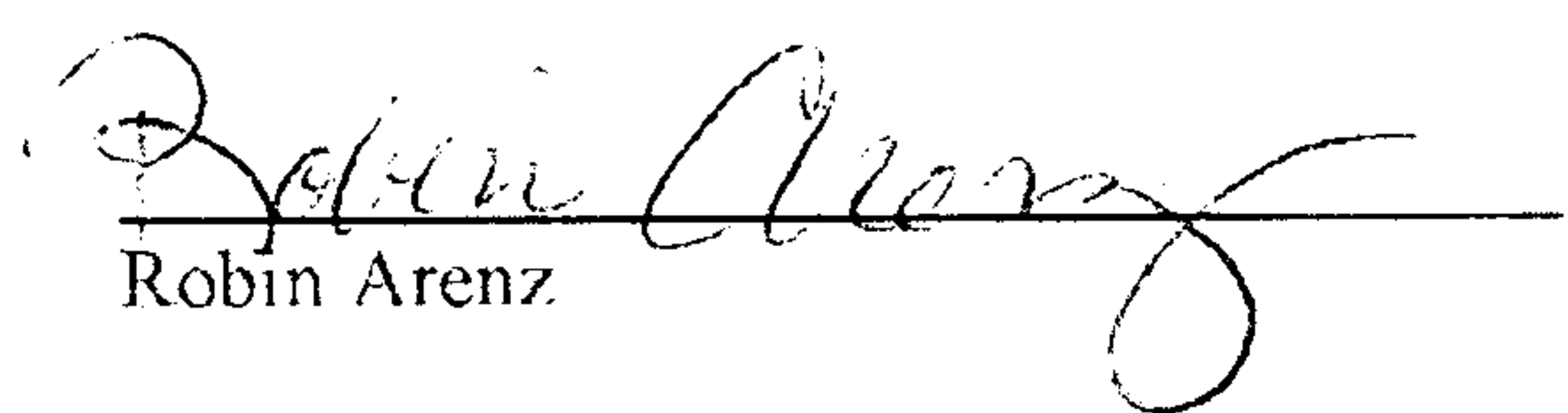
In consideration of the execution of the foregoing Agreement by the other General Partners in Vista Cielo, I, Erica Midkiff, the spouse or domestic partner of Meredith Butcher, a General Partner, do join with her in executing this Agreement and agree to be bound by its terms in lieu of any marital or statutory rights as a domestic partner or any applicable rights under comparable state law to which I might otherwise be entitled.

Dated: December 10, 2014

Erica Midkiff

In consideration of the execution of the foregoing Agreement by the other General Partners in Vista Cielo, I, Robin Arenz, the spouse of Edward Monroe, a General Partner, do join with him in executing this Agreement and agree to be bound by its terms in lieu of any marital to which I might otherwise be entitled.

Dated: December 10, 2014



Robin Arenz



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