

THIS INSTRUMENT PREPARED BY:
K. Henson Millsap, Esq.
Mixon Firm, LLC
2 Perimeter Park S #550E
Birmingham, AL 35243

Send tax notices to:
Vaquero Pelham Partners, LP
2900 Wingate Street, Suite 200
Fort Worth, Texas 76107
Attn: Emily L. Crockett

STATE OF ALABAMA)
SHELBY COUNTY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid to **ALAN J. NAYER AND SOO-HI K. NAYER, TRUSTEES OF THE ALAN J. NAYER AND SOO-HI K. NAYER REVOCABLE TRUST DATED SEPTEMBER 27, 1994** ("Grantor"), by **VAQUERO PELHAM PARTNERS, LP**, a Texas limited partnership ("Grantee"), the receipt of which is acknowledged, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY unto Grantee, its successors and assigns, that certain real property situated in Shelby County, Alabama, which is described on Exhibit A attached hereto and made a part hereof (the "Land"), together with all and singular the rights, privileges, hereditaments, and appurtenances pertaining to such real property, including any and all improvements and fixtures currently attached to and located thereon (collectively, the "Property").

For the same consideration, Grantor has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee, any and all rights, titles, powers, privileges, easements, licenses, rights-of-way and interests, if any, of Grantor, either at law or in equity, in possession or in expectancy (i) in and to any real estate lying in the streets, highways, roads, alleys, rights-of-way in existence as of the date of this Deed abutting the Land (provided that if Grantor or an affiliate of Grantor owns property across from the Land and abutting any such street, highway, road, alley, right-of-way or sidewalk, then such rights, titles, powers, privileges, easements, licenses, rights of way and interests therein shall extend only to the midpoint of any such street, highway, road, alley, right-of-way or sidewalk; however, in no event shall this proviso limit Grantee's right to use any street, road or highway), (ii) in and to any strips or gores of real estate adjoining the Land (provided as to (i) and (ii) that if Grantor or an affiliate of Grantor owns property across from the Land and abutting any such adjacent roads, alleys, easements, streets and rights-of-way and strips and gores, then such right, title, and interest therein shall extend only to the midpoint of any such adjacent roads, alleys, easements, streets, rights-of-way and strips and gores), and (iii) appurtenant or incident to any of the foregoing.

TO HAVE AND TO HOLD the Property unto Grantee, and Grantee's successors and assigns, forever.

It is expressly understood and agreed that this Statutory Warranty Deed is made subject to the matters described on Exhibit B attached hereto and made a part hereof (the "Exceptions").

Part of the consideration paid for this conveyance has been paid out of the proceeds of a mortgage loan closed simultaneously herewith.

And Grantor, for Grantor, and Grantor's successors and assigns, covenants with Grantee, and its successors and assigns shall warrant and defend the same to Grantee and its successors and assigns, forever, against the lawful claims and demands of all persons claiming by, through or under Grantor but not otherwise, other than persons claiming under the Exceptions.

By acceptance of this Statutory Warranty Deed, Grantee assumes payment of all property taxes on the Property for the year 2019 and subsequent years.

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:
Alan J. Nayer And Soo-Hi K. Nayer, Trustees of The Alan J. Nayer And Soo-Hi K. Nayer Revocable Trust Dated September 27, 1994	Vaquero Pelham Partners, LP
15 Maxwell Lane	2900 Wingate Street, Suite 200
Mill Valley, CA 94941	Fort Worth, Texas 76107
Property Address:	240 Cahaba Valley Road Pelham, AL 35124
Date of Sale:	November 9, 2018
Purchase Price:	\$802,275.00
The Purchase Price can be verified in:	<input checked="" type="checkbox"/> Closing Statement

[Signature on following page]

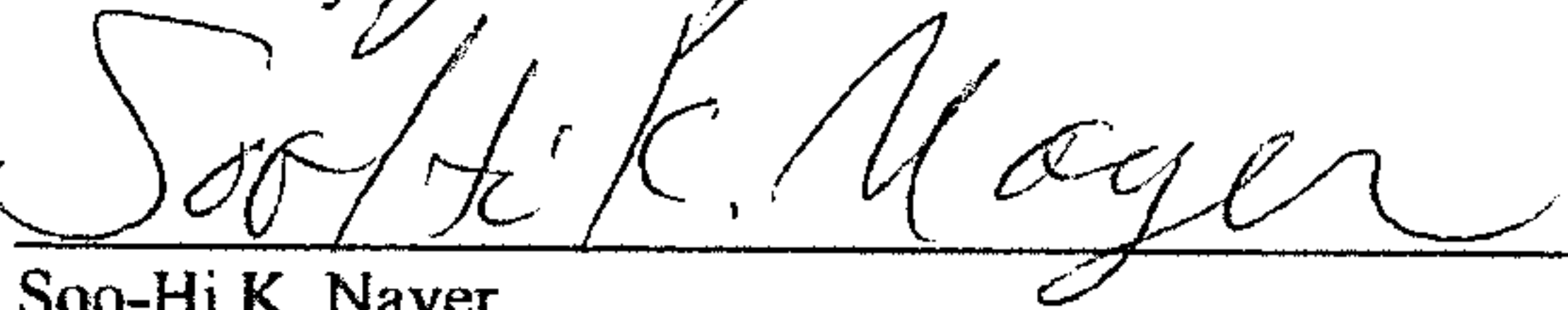
IN WITNESS WHEREOF, Grantor has caused this Statutory Warranty Deed to be effective as of the Date of Sale referenced above, although actually executed on the date set forth in the acknowledgment below.

GRANTOR:

**ALAN J. NAYER AND SOO-HI K. NAYER, TRUSTEES
OF THE ALAN J. NAYER AND SOO-HI K. NAYER
REVOCABLE TRUST DATED SEPTEMBER 27, 1994**



Alan J. Nayer



Soo-Hi K. Nayer

STATE OF _____)
COUNTY OF _____)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that ALAN J. NAYER, 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the _____ day of November, 2018.

Notary Public

AFFIX SEAL

My commission expires: _____

** See Attached All-purpose Acknowledgment **

STATE OF _____)
COUNTY OF _____)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that SOO-HI K. NAYER, 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 said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the _____ day of November, 2018.

Notary Public

AFFIX SEAL

My commission expires: _____

** See Attached All-purpose Acknowledgment **



All-purpose Acknowledgment California only

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

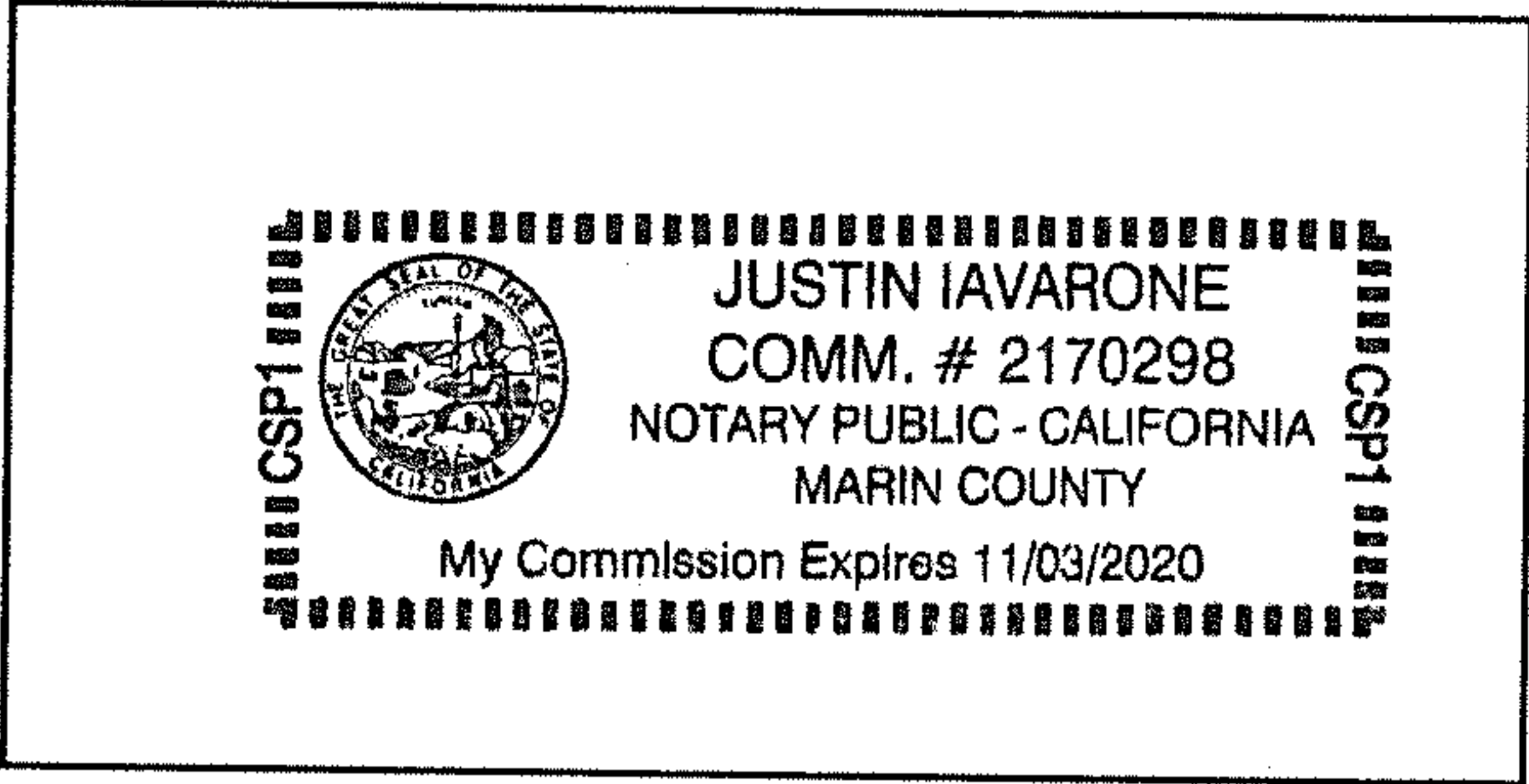
County of Marin

On 11/7/18 before me, Justin Iavarone, Notary Public (here insert name and title of the officer),

personally appeared Alan Nayer

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



Notary Seal

WITNESS my hand
and official seal.

Signature [Signature]

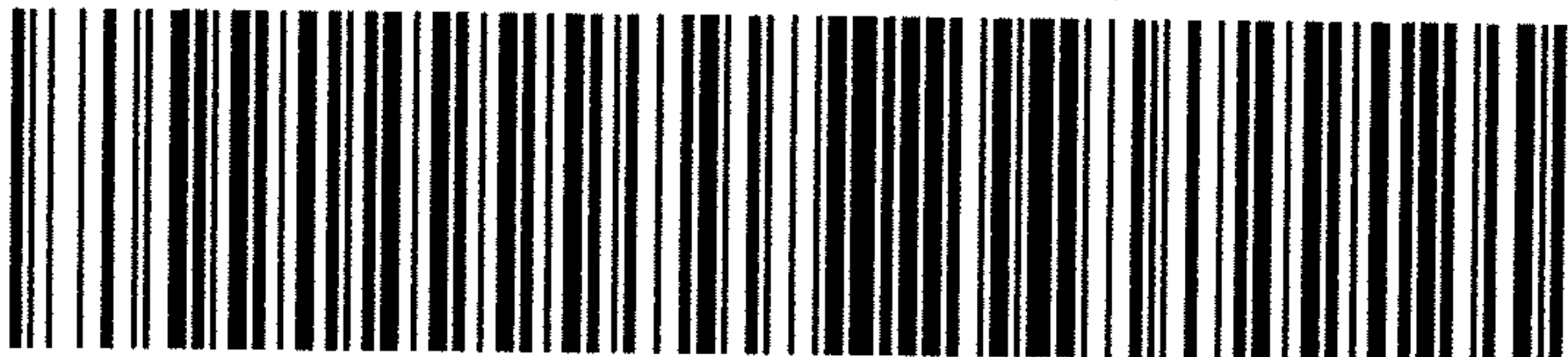
For Bank Purposes Only

Description of Attached Document

Type or Title of Document _____

Document Date _____ Number of Pages _____

Signer(s) Other Than Named Above _____





All-purpose Acknowledgment California only

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

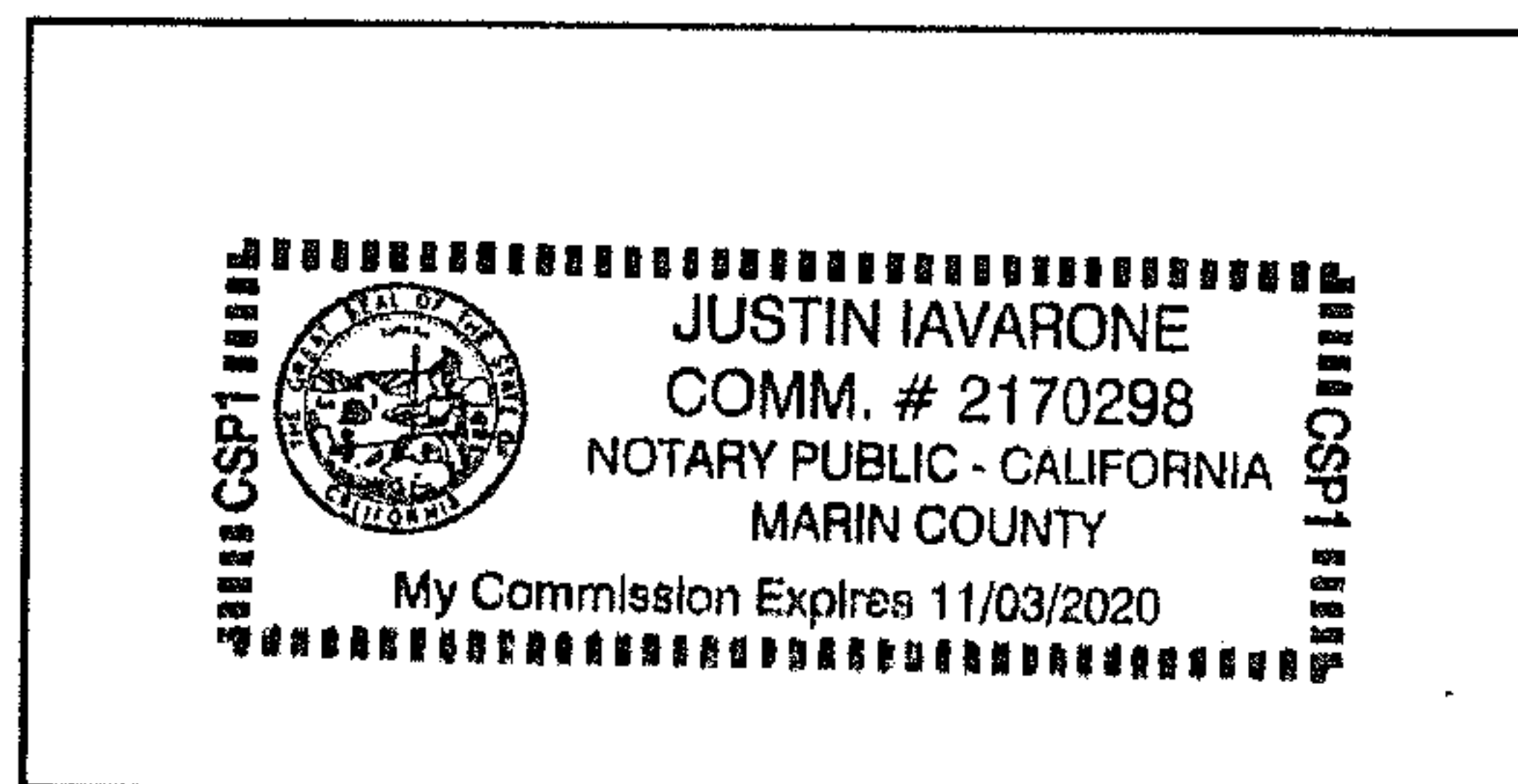
County of Marin

On 11/7/18 before me, Justin Iavarone, Notary Public (here insert name and title of the officer),

personally appeared Soohee Kwon Nguyen

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



Notary Seal

WITNESS my hand
and official seal.

Signature 

For Bank Purposes Only

Description of Attached Document

Type or Title of Document _____

Document Date _____ Number of Pages _____

Signer(s) Other Than Named Above _____



EXHIBIT A

Description of the Property

A parcel of land located in the Southwest 1/4 of Section 31, Township 19 South, Range 2 West, City of Pelham, Shelby County, Alabama; being more particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence run Northerly along the quarter line 506.79 feet; thence left 121°25'36" Southwesterly 517.90 feet; thence right 106°46'08" Northwesterly 188.10 feet; thence left 82°42'48" Westerly 27.00 feet; thence left 90°00'00" Southerly 79.46 feet to the Point of Beginning; thence right 86°49'01" Westerly 129.18 feet; thence right 89°48'11" Northerly 228.42 feet to the Southerly new right of way line of Alabama Highway No. 119, being 70 feet South of the roadway centerline; thence right 88°35'19" Northeasterly to the chord of a curve concave Northerly with a radius of 1979.89 feet, a central angle of 3°41'43" and a chord length of 127.68 feet; thence run Easterly, then Northeasterly along the arc of said curve 127.69 feet; thence turn an interior angle left 92°27'44" from the chord of said curve Southerly 73.39 feet; thence left 90°00'00" Easterly 2.98 feet; thence right 97°15'13" Southerly 83.61 feet; thence left 90°00'00" Easterly 3.00 feet; thence right 90°00'00" Southerly 75.46 feet to the Point of Beginning.

Together with the following non-exclusive, perpetual easements which are intended to run with the land.

I: Easements for the benefit of the above described parcel for the purpose of vehicular and pedestrian ingress and egress as created that certain deed recorded under Instrument Number 2000-05681, in the Probate Office of Shelby County, Alabama, over and across the following described parcel:

Commence at the Southeast corner of the Southwest 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence run Northerly along the quarter line 506.79 feet; thence left 121°25'36" Southwesterly 517.90 feet; thence right 106°46'08" Northwesterly 188.10 feet to the Point of Beginning; thence left 82°42'48" Westerly 27.00 feet; thence left 90°00'00" Southerly 79.46 feet; thence left 93°51'31" Easterly 25.56 feet; thence left 85°02'12" Northerly 77.75 feet to the Point of Beginning.

Together with easements for the purpose of joint driveway use as created under Instrument 1994-17716 and under Instrument 1999-49463, in the Probate Office of Shelby County, Alabama.

[continued on following page]

II: Together with those certain easement rights over and across the property described below as created by deed into Cahaba Valley Station, L.L.C, as recorded under Instrument 1999-07606, in the Probate Office of Shelby County, Alabama.

A parcel of land situated in the Southwest 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4 of said Section 31; thence run in a Northerly direction along the East boundary of the said Southwest 1/4 for a distance of 506.79 feet; thence turn a deflection angle to the left 121°25'36" and run in a Southwesterly direction for a distance of 1325.96 feet; thence turn a deflection angle to the right 129°40'07" and run in a Northeasterly direction for a distance of 683.30 feet to point on a curve to the left and the POINT OF BEGINNING, which is the centerline of the 28.00 foot easement herein described; thence turn an interior angle to the left 100°50'51" to the chord of said curve, said curve having a radius of 1993.89 feet, a central angle of 05°28'31" seconds and a chord distance of 190.47 feet; thence turn in an Easterly direction parallel with the South right of way line of Alabama Highway No. 119 for a distance of 190.54 feet to the end of the easement herein described.

ALSO:

Commence at the Southeast corner of the Southwest 1/4 of said Section 31; thence run in a Northerly direction along the East boundary of said Southwest 1/4 for a distance of 506.79 feet; thence turn a deflection angle to the left 121°25'36" and run in a Southwesterly direction for a distance of 1325.96 feet; thence turn a deflection angle to the right 129°40'07" and run in a Northeasterly direction for a distance of 683.30 feet to a point on a curve to the left; thence turn an interior angle to the left of 100°50'51" to the chord of said curve, said curve having a radius of 1993.89 feet, a central angle of 05°28'31" and a chord distance of 190.47 feet; thence run in an Easterly direction parallel with the South right of way line of Alabama Highway 119 for a distance of 190.54 feet to a point on a curve to the left and the POINT OF BEGINNING, which is the centerline of the 28.00 foot easement herein described; thence turn an interior angle to the right 172°37'09" from chord to chord of said curve, said curve having a radius of 1993.89 feet, a central angle of 09°17'10"; a chord distance of 322.80 feet; thence run along the arc of said curve parallel to said right of way for a distance of 323.16 feet to the end of the easement herein described.

III: An easement for the benefit of the above described parcel for the purpose of storm water drainage as created by deed recorded under Instrument 2000-05681 over, beneath and across the following described parcel:

Commence at the Southeast corner of the Southwest 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence run Northerly along the 1/4 line 506.79 feet; thence left 121°25'36" Southwesterly 517.90 feet; thence right 106°46'08" Northwesterly 188.10 feet; thence left 82°42'48" Westerly 27.00 feet; thence left 90°00'00" Southerly 79.46 feet; thence right 86°49'01" Westerly 129.18 feet; thence right 89°48'11" Northerly 5.00 feet to the Point of Beginning of the centerline of a 10 foot wide storm sewer easement; thence left 90°17'51" Westerly 92.53 feet; thence left 15°39'35" Southwesterly 62.63 feet to the Point of Termination.

[continued on following page]

IV: Also, together with an exclusive easement for parking and curbing over the following described parcel as created by deed recorded under Instrument 2000-05681:

Commence at the Southeast corner of the Southwest 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence run Northerly along the 1/4 line 506.79 feet; thence left 121°25'36" Southwesterly 517.90 feet; thence right 106°46'08" Northwesterly 188.10 feet; thence left 82°42'48" Westerly 27.00 feet to the Point of Beginning; thence left 90°00'00" Southerly 4.00 feet; thence right 90°00'00" Westerly 3.00 feet; thence right 90°00'00" Northerly 83.61 feet; thence left 97°15'13" Southwesterly 2.98 feet; thence right 90°00'00" Northwesterly 48 feet; thence right 90°00'00" Northeasterly 12.11 feet; thence right 97°15'13" Southerly 128.39 feet to the Point of Beginning.

V: An easement for the benefit of the above described parcel for sanitary sewer as established pursuant to that certain dedication of perpetual easement for public sewer as recorded under Instrument 2000-05680, over and across the following described parcel.

Commence at the Southeast corner of the Southwest 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence run Northerly along the 1/4 line 506.79 feet; thence left 121°25'36" Southwesterly 517.90 feet; thence right 106°46'08" Northwesterly 188.10 feet; thence left 82°42'48" Westerly 27.00 feet; thence left 90°00'00" Southerly 79.46 feet; thence right 86°49'01" Westerly 119.18 feet to the Point of Beginning of the centerline of a 20 foot wide sanitary sewer easement; thence continue Westerly along the same course 10 feet to a Point "A"; thence left 00°29'40" Westerly 154.35 feet to a Point "B"; thence right 85°55'12" Northwesterly 205.00 feet; thence right 71°00'00" Northeasterly 73 feet, more or less, to the Southerly right of way line of Alabama Highway 119 to the termination of said easement.

Also commencing at Point "A" and proceeding to Point "B" as the Point of Beginning; thence left 94°04'54" Southerly 65.01 feet to a Point "C" at the termination of said easement. It is the intention herein to extend such easement side line to adjoining easement or property lines to form contiguous and continuous easement rights.

Also commencing at Point "B" and proceeding to Point "C"; thence right 90°00'00" Westerly 10 feet to the Point of Beginning; thence continue Westerly along the same course 135.00 feet; thence right 90°00'00" Northerly 35.00 feet; thence right 90°00'00" Easterly 135.00 feet; thence right 90°00'00" Southerly 35.00 feet to the Point of Beginning.

EXHIBIT B

Exceptions

1. Taxes and assessments for the year 2019, and subsequent years, not yet due and payable.
2. Any minerals or mineral rights not owned by Grantor.
3. Cross Easement for ingress, egress, utilities and road frontage, recorded in Instrument 1999-7606, in the Probate Office of Shelby County, Alabama.
4. Right of Way granted to Alabama Power Company as recorded in Deed Volume 101, page 506; Deed Volume 112, page 513; Deed Volume 170, page 258 and Instrument 2000-11846 in the Probate Office of Shelby County, Alabama.
5. Right of way to AT&T, recorded in Deed Volume 168, page 405, in the Probate Office of Shelby County, Alabama.
6. Easement for joint driveway recorded in Instrument 1999-49463 in the Probate Office of Shelby County, Alabama.
7. Easements and Reservations set out in that certain deed recorded in Instrument 2000-5681, in the Probate Office of Shelby County, Alabama.
8. Easement for joint driveway use, recorded in Instrument 1994-17716 in the Probate Office of Shelby County, Alabama.
9. Sanitary Sewer Easement as recorded in Instrument 2000-5680, 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
11/13/2018 01:43:55 PM
\$40.00 CHERRY
20181113000400800

Allen S. Bayl