

THIS INSTRUMENT PREPARED BY  
RONALD J. SMITH  
ROW Bureau/Central Office  
ALABAMA DEPARTMENT OF TRANSPORTATION  
MONTGOMERY, AL 36130

STATE OF ALABAMA  
COUNTY OF SHELBY

PROJECT NO. NH-0038(531)  
CPMS PROJ. NO. 100059844  
TRACT NO. 5  
DATE: June 6, 2013

**FEE SIMPLE  
WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENTS**, that for and in consideration of the sum of One Hundred Thirty Thousand and no/100-----dollar(s), cash in hand paid to the undersigned by the State of Alabama Department of Transportation, the receipt of which is hereby acknowledged, I (we), the undersigned grantor(s), 119 Partners I, LLC, a Delaware limited liability company have this day bargained and sold, and by these presents do hereby grant, bargain, sell and convey unto the State of Alabama the following described property:

**A part of the SW ¼ of SW ¼, Section 32, Township 18-S, Range 1-W, identified as Tract No. 5 on Project No NHF-0038( ) in Shelby County, Alabama and being more fully described as follows:**

**Parcel:**

Commencing at a found pk nail located at the southwest corner of the property referenced in Map Book 27, Page 22 in the Probate Office of Shelby County;

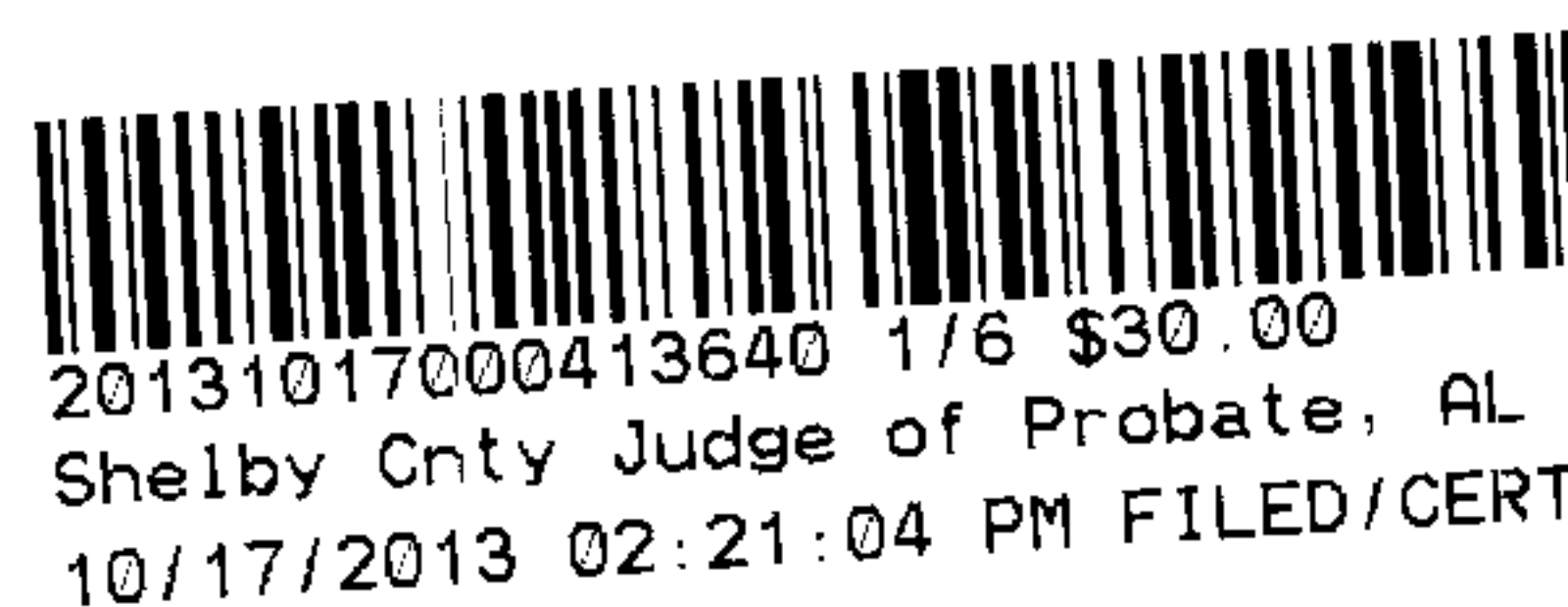
thence S 68°3'36" E and along the grantor's north property line a distance of 303.56 feet to a point on the grantor's said property line (said line between a point offset 50.41' LT and perpendicular with centerline of project at station 113+03.27 and a point offset 49.84' LT and perpendicular with centerline of project at station 113+46.10)), which is the point of BEGINNING;

thence S 68°3'36" E and along the grantor's said property line a distance of 14.35 feet to a point on the west present R/W line of SR-119;

thence S 21°59'16" W and along the said present R/W line a distance of 180.38 feet to a point on the grantor's south property line;

thence N 68°3'37" W and along the grantor's said property line a distance of 15.23 feet to a point on the acquired R/W line (said line between a point offset 50.41' LT and perpendicular with centerline of project at station 113+03.27 and a point offset 52.78' LT and perpendicular with centerline of project at station 111+00.61);

thence N 22°2'4" E and along the acquired R/W line a distance of 76.81 feet to a point on the acquired R/W line (said point offset 51.48' LT and perpendicular to centerline of project at station 111+16.74);





thence following the curvature thereof an arc distance of 86.98 feet and along the acquired R/W line to a point on the acquired R/W line (said point offset 50.41' LT and perpendicular to centerline of project at station 113+03.27) (said arc having a chord bearing of N 22°23'17" E, a clockwise direction, a chord distance of 86.98 feet and a radius of 7045.50 feet);

thence N 22°43'28" E and along the acquired R/W line a distance of 16.60 feet; to the point and place of BEGINNING, containing 0.062 acre(s), more or less.

**Temporary Construction Easement:**

BEGINNING at a point on the required easement line (said point offset 56.16' LT and perpendicular to centerline of project at station 112+00.66);

thence N 22°2'4" E and along the required easement line a distance of 119.74 feet to a point on the grantor's north property line;

thence S 68°3'36" E and along the grantor's said property line a distance of 5.24 feet to a point on the acquired R/W line (said line between a point offset 50.41' LT and perpendicular with centerline of project at station 113+03.27 and a point offset 49.84' LT and perpendicular with centerline of project at station 113+46.10);

thence S 22°43'28" W and along the said present R/W line a distance of 16.60 feet to a point on the acquired R/W line (said point offset 50.41' LT and perpendicular to centerline of project at station 113+03.27);

thence following the curvature thereof an arc distance of 86.98 feet and along the said present R/W line to a point on the acquired R/W line (said point offset 51.48' LT and perpendicular to centerline of project at station 112+16.74) (said arc having a chord bearing of S 22°23'17" W, a counterclockwise direction, a chord distance of 86.98 feet and a radius of 7045.50 feet);

thence S 22°2'4" W and along the said present R/W line a distance of 76.81 feet to a point on the grantor's south property line;

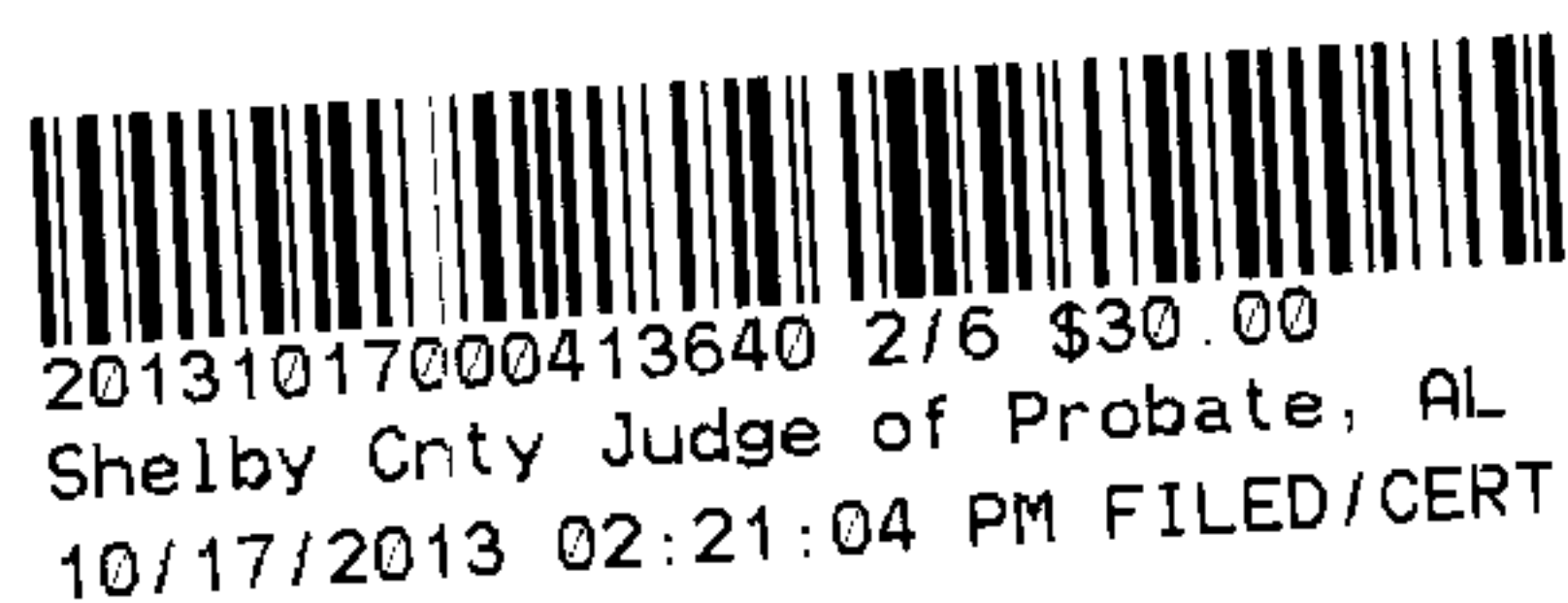
thence N 68°3'37" W and along the grantor's said property line a distance of 24.50 feet to a point on the required easement line (said line offset 76.38' LT and parallel with centerline of project at station 111+80.88);

thence N 22°2'4" E and along the required easement line a distance of 40.67 feet to a point on the required easement line (said point offset 56.16' LT and perpendicular to centerline of project at station 112+00.66);

thence N 67°2'4" E and along the required easement line a distance of 28.28 feet; to the point and place of BEGINNING, containing 0.042 acre(s), more or less.

**It is expressly understood that all rights, title and interest to the above described easement(s) shall revert to the grantor upon completion of said project.**

And as shown on the right of way map of record in the Alabama Department of Transportation a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.





**TO HAVE AND TO HOLD**, unto the State of Alabama, its successors and assigns in fee simple forever.

**AND FOR THE CONSIDERATION AFORESAID**, I (we) do for myself (ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to and with the State of Alabama that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for advalorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

**THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S)**, that the purchase price above-stated is in full compensation to him-her (them) for this conveyance, and hereby release the State of Alabama and all of its employees and officers from any and all damages to his/her (their) remaining property contiguous to the property hereby conveyed arising out of the location, construction, improvement, landscaping, maintenance or repair of any public road or highway that may be so located on the property herein conveyed.

**IN WITNESS WHEREOF**, I (we) have hereunto set my (our) hand(s) and seal this the

30<sup>th</sup> day of September, 2013.

119 PARTNERS I, LLC, a Delaware limited liability company

BY: GRACO RESOURCES, INC., an Alabama corporation,  
its Manager

BY: Stanley L. Graves, President



20131017000413640 3/6 \$30.00  
Shelby Cnty Judge of Probate, AL  
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ACKNOWLEDGMENT

STATE OF ALABAMA )

COUNTY OF \_\_\_\_\_)

I, \_\_\_\_\_, a Notary Public, in and for said County in said State,  
hereby certify that \_\_\_\_\_, whose name (s)  
\_\_\_\_\_, signed to the foregoing conveyance, and  
who \_\_\_\_\_ known to me, acknowledged before me on this day that, being informed of the  
contents \_\_\_\_\_ of \_\_\_\_\_ this \_\_\_\_\_ conveyance,  
\_\_\_\_\_ executed the same  
voluntarily on the day the same bears date.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires \_\_\_\_\_

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned, a notary public in and for said County in said state, hereby  
certify that Stanley L. Graves, whose name as President of Graco Resources, Inc., an  
Alabama corporation, acting as manger of 119 Partners I, LLC, a Delaware limited  
liability company, 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 agent and with full authority, executed the same voluntarily for  
and as the act of said company.

Given under my hand and official seal the 30<sup>th</sup> day of September 2013.

Rose Debra Hobman  
Official Title Notary Public  
Alabama State at Large

to  
STATE OF ALABAMA

WARRANTY DEED

STATE OF ALABAMA

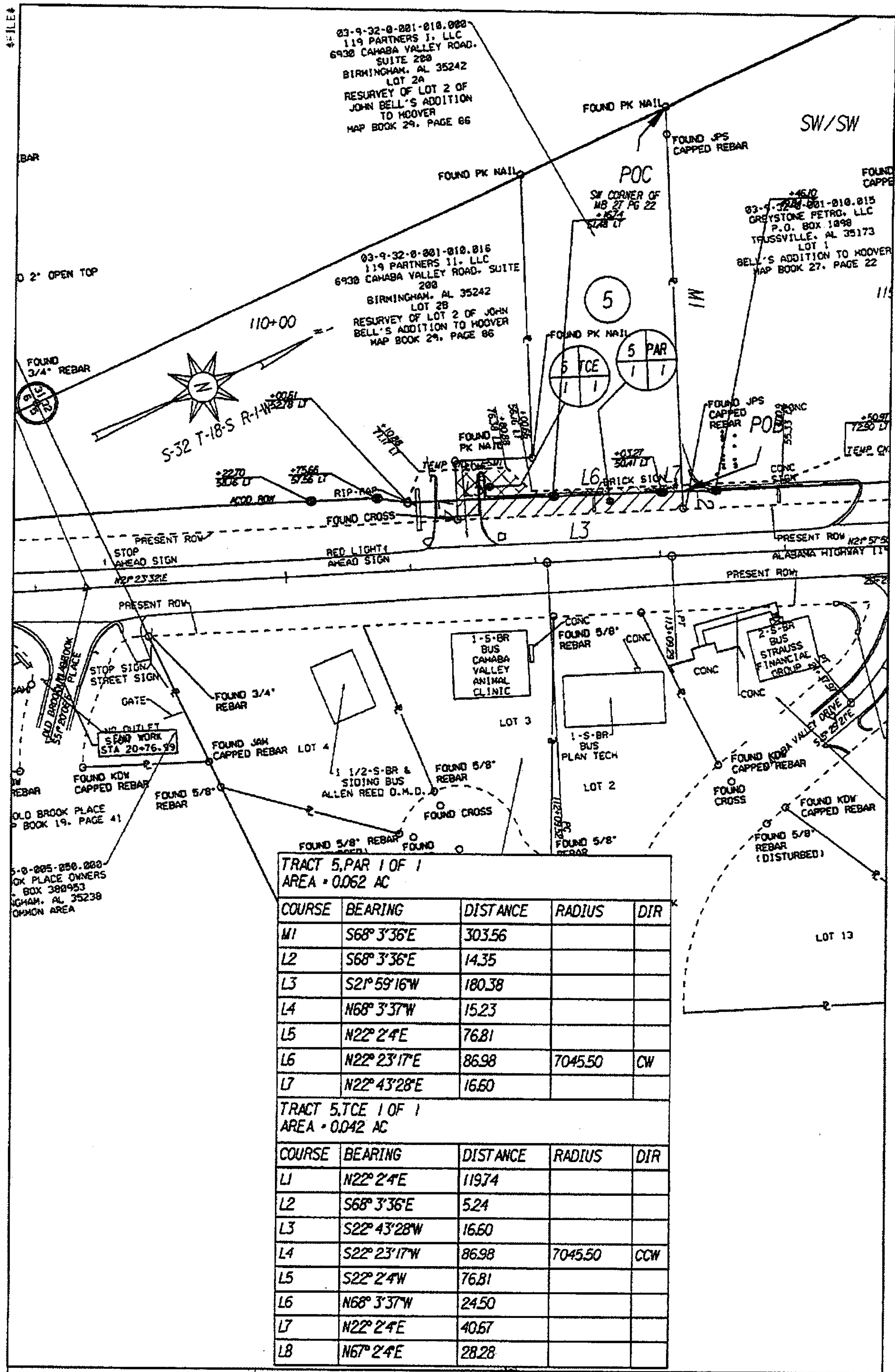
County of \_\_\_\_\_  
I, \_\_\_\_\_, Judge of Probate in and for said County,  
Hereby certify that the within  
Conveyance was filed in my office at  
\_\_\_\_\_ o'clock \_\_\_\_\_ M., on the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_,  
and duly recorded in Deed Record \_\_\_\_\_  
page \_\_\_\_\_  
Dated \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Judge of Probate

\_\_\_\_\_  
County, Alabama.







Tract #:	5	Scale:	1" = 100'
Grantor(s):	119 Partners I, LLC	State:	Alabama
Total Before:	0.863 AC	County:	Shelby
Total Parcels:	0.062 AC	Project:	NH-0038(531)
Total TCE:	0.042 AC	CPMS #:	100059844
Total Remainder:	0.801 AC	Date:	06-Jun-13
THIS IS NOT A BOUNDARY SURVEY		Sketch:	1 OF 1



*This Document must be filed in accordance with Code of Alabama 1975, Section 40.22.1*

20131017000413640 6/6 \$30.00  
Shelby Cnty Judge of Probate, AL  
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