


THIS INSTRUMENT PREPARED BY  
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Stantec Consulting  
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Birmingham, AL 35244

STATE OF ALABAMA  
  
COUNTY OF SHELBY

PROJECT NO. STPBH-I065(404)  
CPMS PROJ. NO. 100063670  
TRACT NO. 27  
DATE: 04/20/2017

**FEE SIMPLE  
WARRANTY DEED**

  
20170522000177880 1/5 \$28.00  
Shelby Cnty Judge of Probate, AL  
05/22/2017 01:07:52 PM FILED/CERT

**KNOW ALL MEN BY THESE PRESENTS**, that for and in consideration of the sum of  
Twenty Three Thousand One Hundred  
Twenty Five & 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), Wal-Mart Real Estate Business Trust 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 NE ¼, Section 4, Township 22 South, Range 2 West, identified as Tract  
No. 27 on Project No. STPBH-I065(404) in Shelby County, Alabama and being more fully  
described as follows:**

**Parcel #1 of #1:**

**COMMENCE** at the 1/2" Rebar found on the Northeast corner of property belonging to Cheryl  
Worstell, Trustee of the Verna R. Carrillo Living Trust in the Northwest Quarter of the Southeast  
Quarter of Section 4, Township 22 South, Range 2 West, Shelby County, Alabama as found on  
I2013-382690 and being in the Baker Seafood Resurvey (Lots 4 & 5 Walmart Supercenter), (said  
point being on the present Right-of-Way line of SR-3);

thence northward along the said present Right-of-Way line of SR-3 for a distance of approximately  
81 feet to a found 1/2" Rebar;

thence eastward along the said present Right-of-Way line of SR-3 for a distance of approximately  
26 feet to the point of intersection with the acquired Right-of-Way line of SR-3, which is 60.00 feet  
left of the project centerline;

thence northward along acquired Right-of-Way line of SR-3 for a distance of approximately 92 feet  
to the point of intersection with the south property line of Grantor's property, said point being the  
**POINT OF BEGINNING** of the following described Right-of-Way taking;

thence N 10° 15' 43" W along the acquired Right-of-Way line of SR-3 for a distance of 82.00 feet to  
the point of intersection with the north property line of Grantor's property;

thence N 79° 43' 07" E along the north property line of Grantor's property for a distance of 1.99  
feet;

thence N 51° 59' 11" E along the north property line of Grantor's property for a distance of 21.80  
feet to the point of intersection with the present Right-of-Way line of SR-3;

thence S 10° 18' 42" E along the present Right-of Way line of SR-3 for a distance of 102.53 feet to the point of intersection with the south property line of Grantor's property;

thence N 65° 30' 48" W along the south property line of Grantor's property for a distance of 18.21 feet;

thence S 79° 43' 07" W along the south property line of Grantor's property for a distance of 6.30 feet to the **POINT OF BEGINNING**;

Said Right-of Way containing 0.044 acres more or less.

**Temporary Construction Easement #1 of #1:**

**BEGIN** at the point of intersection of the south property line of Grantor's property and the acquired Right-of-Way line of SR-3, which is 60.00' left of and parallel with the project centerline;

thence S 79° 43' 07" W along the south property line of Grantor's property for a distance of 33.98 feet;

thence N 10° 16' 53" W along the south property line of Grantor's property for a distance of 5.00 feet;

thence S 79° 43' 07" W along the south property line of Grantor's property for a distance of 26.02 feet to the point of intersection with the acquired Temporary Construction Easement line;

thence N 10° 15' 43" W along the acquired Temporary Construction Easement line for a distance of 77.00 feet to the point of intersection with the north property line of Grantor's property;

thence N 79° 43' 07" E along the north property line of Grantor's property for a distance of 60.00 feet to the point of intersection with the acquired Right-of-Way line of SR-3;

thence S 10° 15' 43" E along the acquired Right-of Way line of SR-3 for a distance of 82.00 feet to the **POINT OF BEGINNING**;

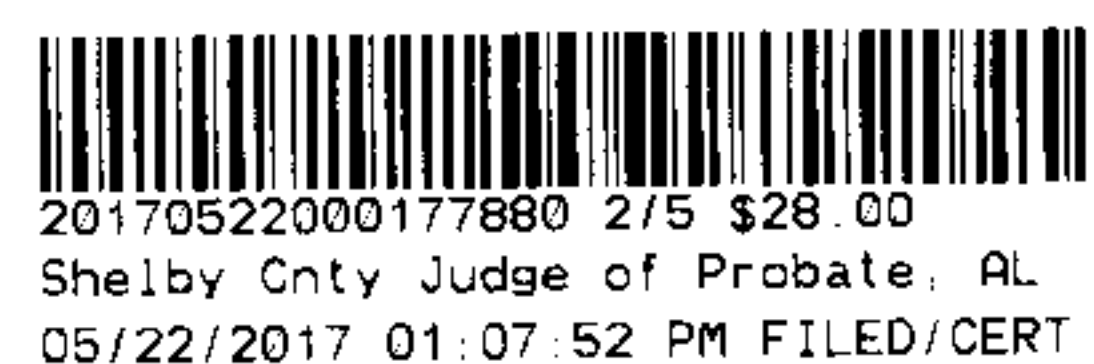
Said Temporary Construction Easement containing 0.110 acres more or less.

**It is expressly understood that all rights, title and interest to the above-described temporary 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 State of 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.

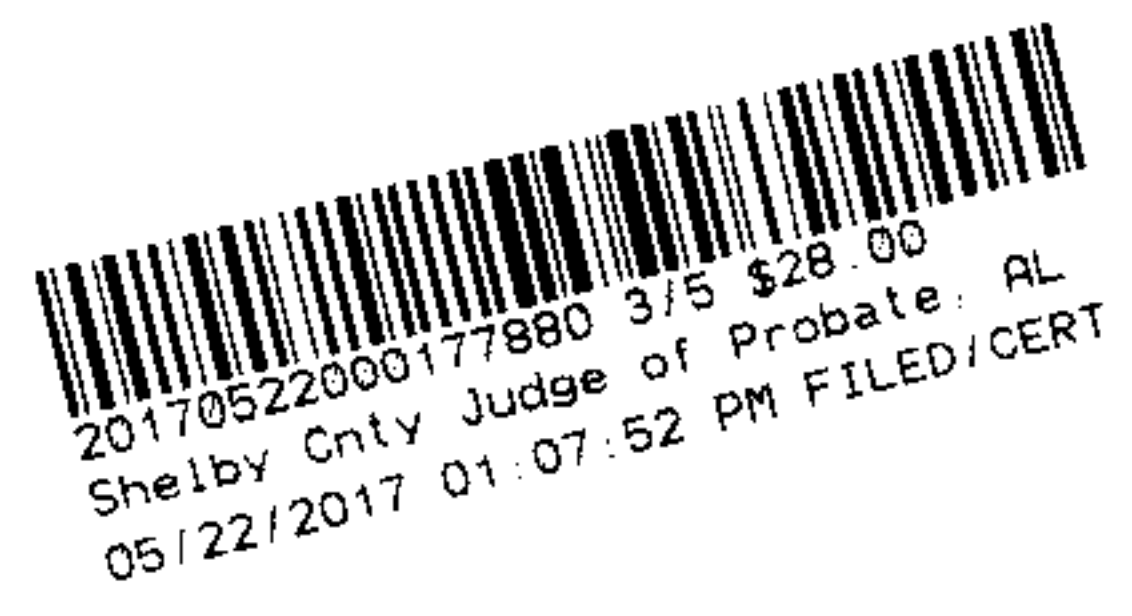
**THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S)**, that the purchase price above-stated is in full compensation to him-her (them) for this conveyance, and hereby release the State of Alabama and all or its employees and officers from any and all damages to his/her (their) remaining property 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 16<sup>th</sup> day of May, 20 17

WAL-MART REAL ESTATE BUSINESS TRUST

BY: [Signature]

Its: Senior Director



ACKNOWLEDGMENT

STATE OF Arkansas  
~~ALABAMA~~ )  
COUNTY OF Benton )

I, Lisa A. Fisher, a Notary Public, in and for said County in said State,  
hereby certify that TR Rosc..., whose name (s)  
95 Senior Real Estate, signed to the foregoing conveyance, and  
who is known to me, acknowledged before me on this day that, being informed of the  
contents of this conveyance,  
as such authorized signatory executed the same  
voluntarily on the day the same bears date.

Given under my hand and official seal this 16th day of May 2017.

LISA A. FISHER  
Benton County  
Commission Number 12402095  
Notary Public - Arkansas  
My Commission Expires November 26, 2024

Lisa A. Fisher  
NOTARY PUBLIC

My Commission Expires November 26, 2024

ACKNOWLEDGMENT FOR CORPORATION

STATE OF \_\_\_\_\_  
\_\_\_\_\_  
County

I, \_\_\_\_\_, a \_\_\_\_\_ in and for said  
County, in said State, hereby certify that \_\_\_\_\_ whose  
name as \_\_\_\_\_ of the \_\_\_\_\_ Company,  
a corporation, 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 this conveyance, he, as such officer  
and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_\_.

\_\_\_\_\_  
Official Title \_\_\_\_\_

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