

THIS INSTRUMENT PREPARED BY
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Birmingham, AL. 35244

STATE OF ALABAMA

PROJECT NO. STPBH-I065(404)

CPMS PROJ. NO. 100063670

COUNTY OF SHELBY

TRACT NO. 17

DATE: 08/01/2016

**FEE SIMPLE
WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of
Nineteen thousand 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), Lewey Rush, a married man,
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 SE ¼, Section 4, Township 22 South, Range 2 West, identified as Tract
No. 17 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" Rebar found on the north property line of property belonging to Henry Lee Haynes and wife, Martha Haynes in the Northwest Quarter of the Northeast Quarter of Section 9, Township 22 South, Range 2 West, Shelby County, Alabama as found on I2002-263470;

thence westward along the north property line of said property for a distance of approximately 58 feet to the point of intersection with the present Right-of-Way line of CR-213;

thence northwestward along the present Right-of-Way line of CR-213 for a distance of approximately 3 feet to the point of intersection with the acquired Right-of-Way line of SR-3, said point is left of and at right angle to the CR-213 centerline at 1+20.00;

thence northward along Acquired Right-of-Way line of SR-3 for a distance of approximately 245 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 77° 54' 33" W along the south property line of Grantor's property for a distance of 100.00 feet to a point on the present Right-of-Way line of SR-3;

thence N 12° 05' 27" E along the present Right-of-Way line of SR-3 for a distance of 50.00 feet to the point of intersection with the north property line of Grantor's property;

thence run S 77° 54' 33" E for a distance of 100.00 feet to the point of intersection with acquired Right-of-Way line of SR-3;

thence S 12° 03' 01" W the acquired Right-of-Way line of SR-3 for a distance of 50.00 feet to the **POINT OF BEGINNING**;

Said Right-of Way containing 0.115 acres more or less.

THIS PROPERTY CONSTITUTES NO PART OF THE HOMESTEAD OF THE GRANTOR OF HIS SPOUSE.

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.

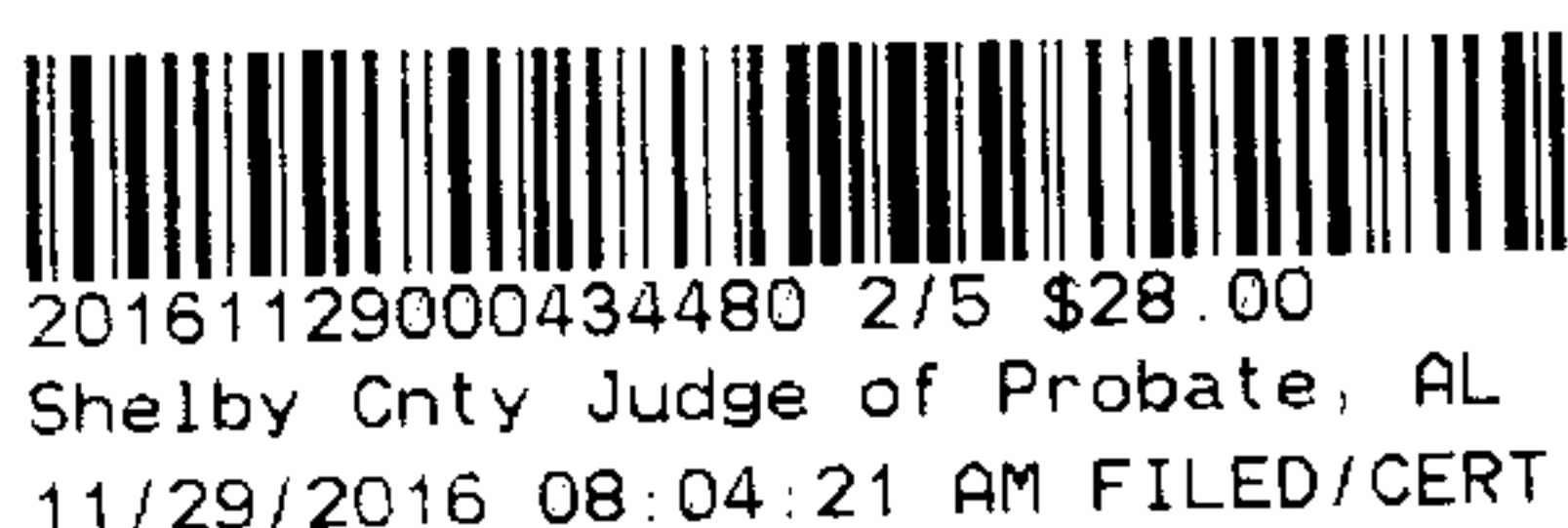
AND FOR THE CONSIDERATION AFORESAID, I (we) do for myself (ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to and with the State of Alabama that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; 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 15 day of NOVEMBER, 2016.

See Attached
Certificate

Lewey Rush
Lewey Rush



ACKNOWLEDGMENT

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 Los Angeles

On Nov. 15, 2016 before me, Lupe Diaz-Tovar Notary Public
(insert name and title of the officer)

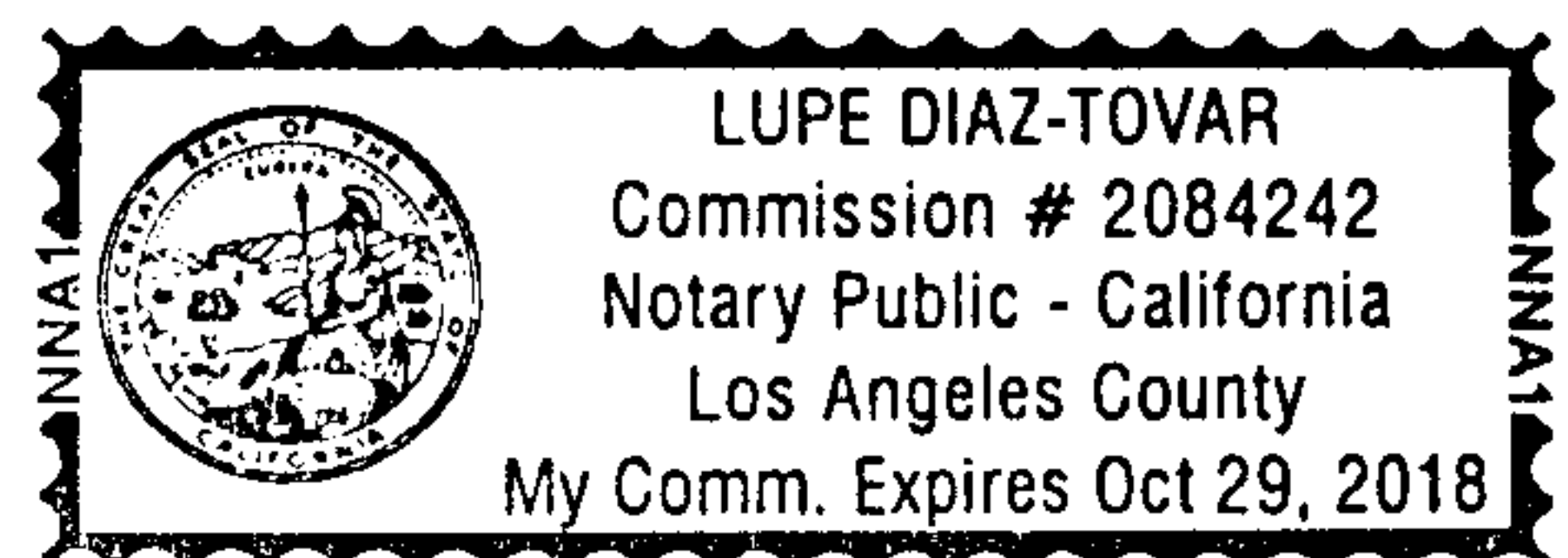
personally appeared Lewey Rush,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ 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.

WITNESS my hand and official seal.

Signature

Lupe Diaz-Tovar (Seal)



20161129000434480 3/5 \$28.00
Shelby Cnty Judge of Probate, AL
11/29/2016 08:04:21 AM FILED/CERT

Real Estate Sales Validation Form

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

Grantor's Name : Lewey Rush
Mailing Address 8835 Burton Street
Bellflower, CA 90706

Grantee's Name: State of Alabama
Mailing Address: P O Box 2745
Birmingham, AL 35202-2745

Property Address: Calera, AL

Date of Sale _____

Total Purchase Price \$ 19,000.00

or

Actual Value \$ _____

or

Assessor's Market Value \$ _____

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 11-16-2016

Sign Lewey Rush
(Grantor/Grantee/Owner/Agent) circle one

Print Lewey Rush

☐ Unattested

(Verified by)