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STATE OF ALABAMA  
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, that, as a donation, the UNITED STATES STEEL CORPORATION, a New Jersey corporation, hereinafter sometimes referred to as "Grantor," to the extent of its ownership, hereby grants and conveys, upon the terms, conditions, and limitations hereinafter set forth, to SHELBY COUNTY, ALABAMA, hereinafter sometimes referred to as "Grantee," an easement for a right of way for a public road over a tract of land of various widths in the West half of South-West quarter of Section 3, Township 19 South, Range 2 West of the Huntsville Principal Meridian, Shelby County, Alabama, said tract of land being shown in pink on map hereto attached and made a part hereof, the center line of said tract of land being described as follows:

Begin at the Southwest corner of said Section 3; thence in an easterly direction along the south boundary of said Section 1003.8 feet to the point of beginning of center line herein described, said point of beginning being at survey station 0 / 00 and the south boundary of said section being a boundary of the tract of land herein described; thence turning an angle of 127 degrees and 56 minutes and 15 seconds to the left in a northwesterly direction along a straight line 147.23 feet to the point of beginning of the arc of a curve tangent to said straight line, said arc turning to the right, having a radius of 1910.08 feet and being subtended by a central angle of 45 degrees and 21 minutes and 30 seconds; thence northwesterly, thence northerly and thence northeasterly along said arc 1512.12 feet; thence in a northeasterly direction along a straight line tangent to said arc 1119.81 feet to intersection with the north boundary of said West half of South-West quarter of Section 3 at a point 716.36 feet east of the northwest corner of said West half of South-West quarter, said north boundary forming an angle of 83 degrees and 03 minutes and 15 seconds to the right from said straight line, said north boundary being a boundary of the tract of land herein described, said intersection being at survey station 27 / 79.21 and being the terminus of center line herein described.

Between the south boundary of said Section 3 and survey station 1 / 47.28, said tract of land is 40.0 feet wide on the southwest side of said center line and 50.0 feet wide on the northeast side of said center line; between survey station 1 / 47.28 and 10 / 69.71 said strip of land is 50.0 feet wide on both sides of said center line; between survey station 10 / 69.71 and 13 / 19.71 said tract of land is 30.0 feet wide on both sides of said center line; between survey stations 13 / 19.71 and 16 / 59.40 said strip of land is 50.0 feet wide on both sides of said center line; between survey stations 16 / 59.40 and 18 / 69.15 said tract of land is 70.0 feet wide on the northwest side of said center line and 60.0 feet wide on the southeast side of said center line; between survey stations 18 / 69.15 and 19 / 19.15 said strip of land is 40.0 feet wide on the northwest side of said center line and 60.0 feet wide on the southeast side of said center line; between survey stations 19 / 19.15 and 26 / 68.36 said tract of land is 40.0 feet wide on the northwest side of said center line and 50.0 feet wide on the southeast side of said center line; between survey station 26 / 68.36 and the north boundary of said West half of South-West quarter said tract of land is 50.0 feet wide on the northwest side of said center line and 40.0 feet wide on the southeast side of said center line.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever; SUBJECT, however, to such easements as may exist over, under, upon, along, or across said right of way for railroads, electric power transmission lines,



telephone lines, telegraph lines, pipe lines, and public or private roads including, but not limited to the right to construct, operate, and maintain a line of electric power transmission wires granted by Tennessee Coal, Iron and Railroad Company to Alabama Power Company by instrument dated May 31, 1950.

The conveyance of the above-described easement is made upon the covenant and condition that Grantor, its successors or assigns, shall have the right to mine and remove the coal and other minerals contained in said land, or in any other lands, without leaving supports necessary for sustaining the surface of said land or for preventing damage thereto; and that no right of action on account of damage to said roadway and facilities therefor, or to structures or facilities constructed on said right of way resulting from said mining operations shall ever accrue to or be asserted by the Grantee, its successors or assigns, this conveyance being made expressly subject to all such damage either past or future; and this condition shall constitute a covenant running with the land.

This conveyance is made upon the further covenant and condition that (1) the easement herein granted shall terminate and be extinguished in the event of the abandonment of the use of said right of way for public road purposes during a continuous period of twelve (12) months; (2) said Grantor, or its successors and/or assigns, shall have the right to install and maintain within the boundaries of the right of way, easement for which is herein granted, underground haulageways, electric power transmission lines, telephone or telegraph lines, pipe lines, railroad tracks, and roads or ways of any description at any point whatsoever, either at grade, above grade, or below grade, provided that the exercise of such rights shall not interfere unreasonably with the use of the public highway, for which easement for right of way is herein granted; and (3) adequate drainage for the surface of said right of way, including borrow pits and excavations thereon shall be provided by said Grantee, or its successors and/or assigns.

And in consideration of the foregoing conveyance from United States Steel Corporation, the said Shelby County, Alabama, hereby quitclaims and conveys unto the said United States Steel Corporation all of its right, title, and interest in and to the right of way for such portions of said road as have been abandoned as a result of the change in location thereof located in the West half of South-West quarter and North-East quarter of South-West quarter of said Section 3, as shown in green on said map attached hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate and their seals to be hereunto affixed by their respective officers thereunto duly authorized on this, the 30th day of October, 1964.

UNITED STATES STEEL CORPORATION

By *[Signature]* Vice President

ATTEST:

*M. L. Heald*  
Assistant Secretary

SHELBY COUNTY, ALABAMA

By *Conrad M. Fowler*

ATTEST:

*Cecil Duke*

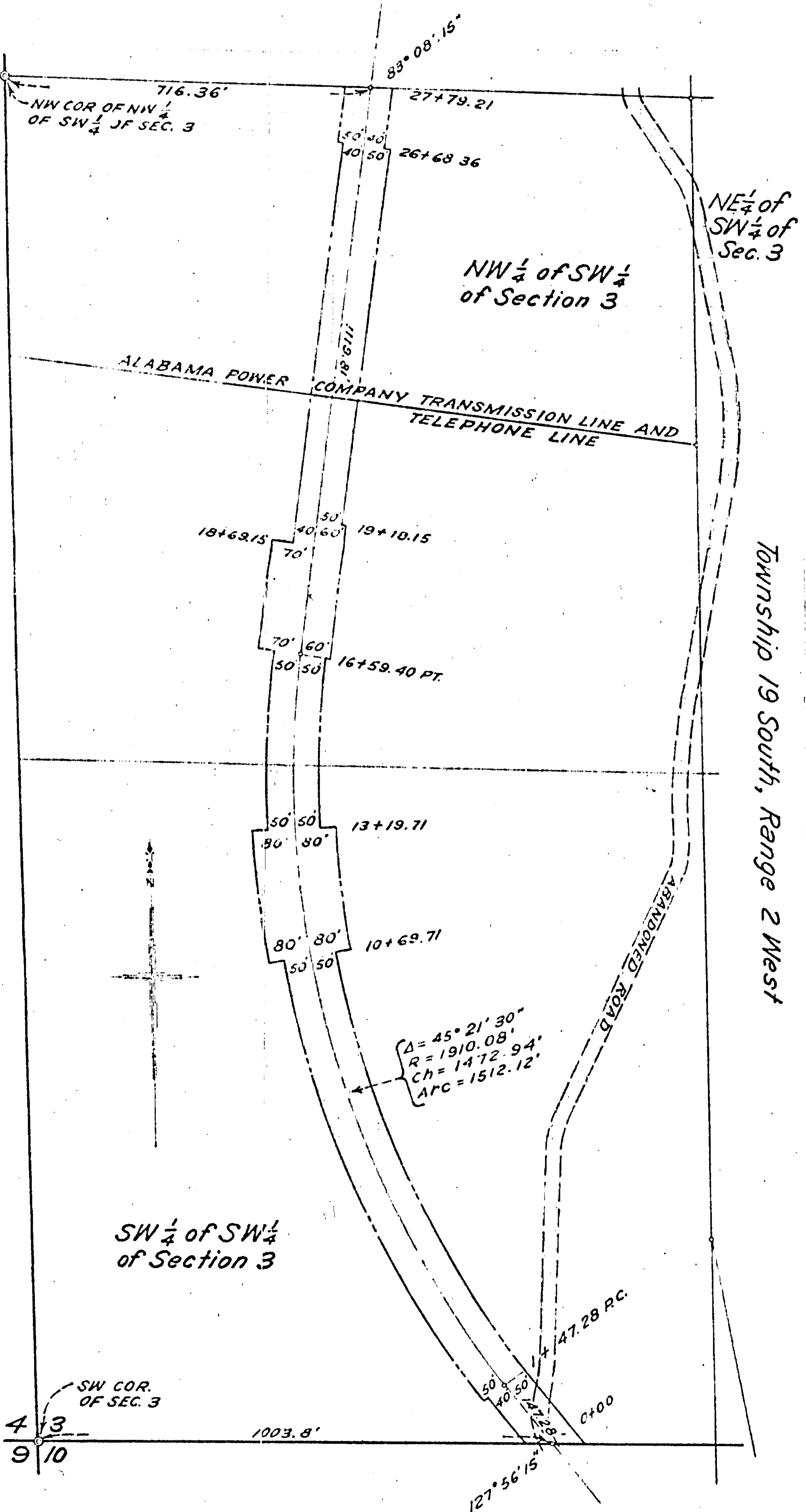
BOOK 233 PAGE 701

United States Steel Corporation  
Southern District-Land  
Scale: 1 inch = 200 feet September 1964

Shelby County, Alabama

201 732

Township 19 South, Range 2 West



Right of way for public road conveyed by United States Steel Corporation to Shelby County, Alabama, by deed dated the 30<sup>th</sup> day of October, 1964.

Right of way for abandoned road conveyed by Shelby County, Alabama to United States Steel Corporation, deed referred to above.



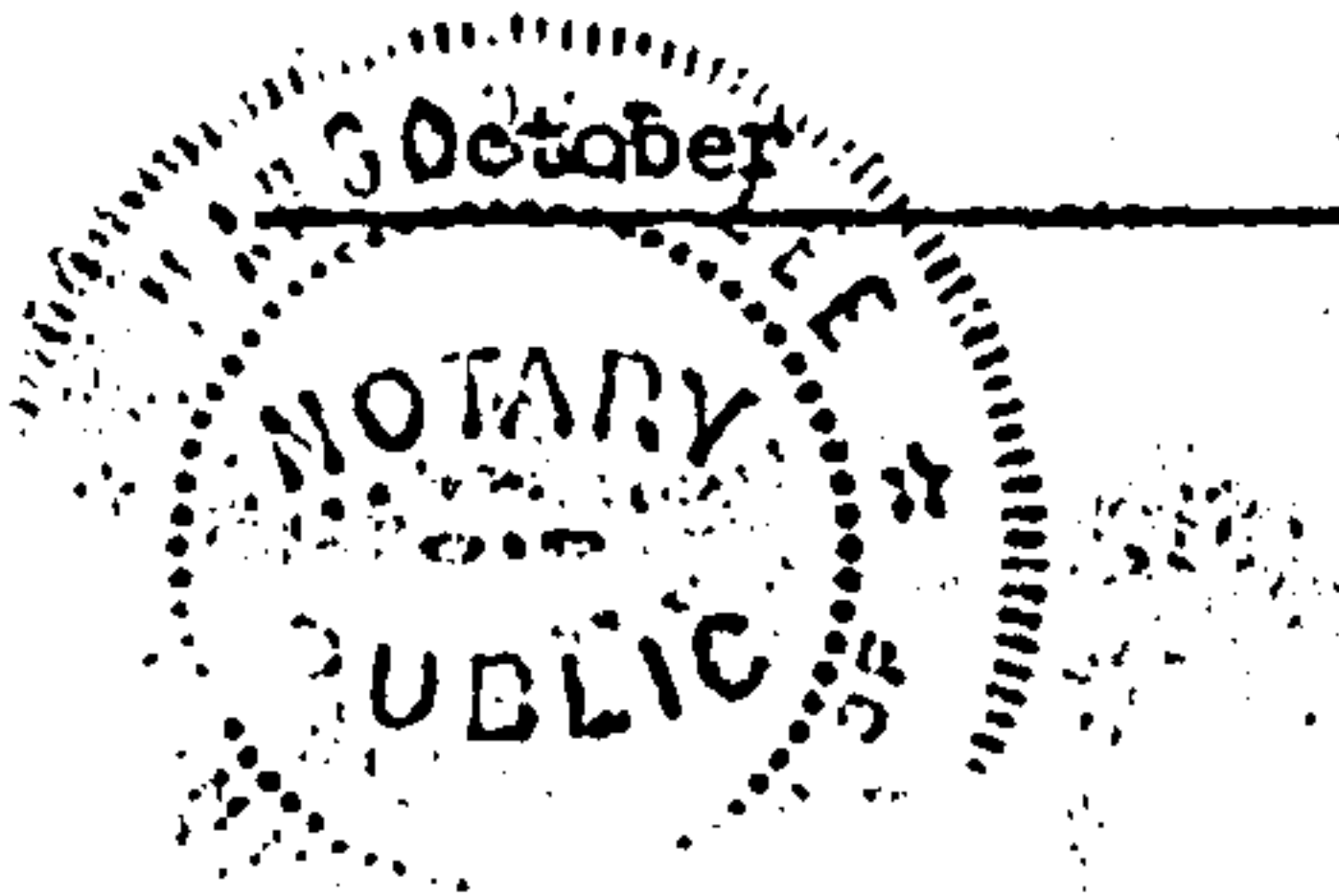
STATE OF PENNSYLVANIA

COUNTY OF ALLEGHENY

I, Margaret Lee, a Notary Public in and for  
said County in said State, hereby certify that Carl G. Hogberg

whose name as Vice President of United States Steel  
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  
the 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 AND SEAL OF OFFICE this, the 30th day of  
October, 1964.



Margaret Lee  
Notary Public

MARGARET LEE, Notary Public  
PITTSBURGH, ALLEGHENY COUNTY, PA.  
My commission expires MY COMMISSION EXPIRES  
MAY 16, 1968

STATE OF ALABAMA

COUNTY OF SHELBY

I, Adell I Edmondson, a Notary Public in and  
for said County in said State, hereby certify that Conrad M. Fowler  
Chairman Board of Revenue & Control of  
of Shelby County, Alabama, 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 the conveyance, he, in his capacity as such Chairman  
Chairman, executed the same voluntarily on the day  
the same bears date.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 8 day of  
January, 1965.

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON 1/8 1965  
RECORDED & S. & M.G. TAX  
& S. & M.G. TAX HAS BEEN  
PD. ON THIS INSTRUMENT.

C. M. Fowler  
JUDGE OF PROBATE

Adell I Edmondson  
Notary Public