

Operations South Agreement Sale and Purchase Real Estate Doc. 219999

**MAIL TAX NOTICE TO:**

The Steel City Sports Shooting Association, Inc.  
P. O. Box 3106  
Hueytown, Alabama 35023-0106  
Attention: President

**This instrument was prepared by:**

Michael M. Partain, General Attorney  
United States Steel Corporation  
Law Department - Fairfield Office  
P. O. Box 599 - Suite 192  
Fairfield, Alabama 35064

**SPECIAL WARRANTY DEED**

STATE OF ALABAMA       )  
COUNTY OF SHELBY AND )  
COUNTY OF JEFFERSON   )

**KNOW ALL MEN BY THESE PRESENTS** that, for and in consideration of One Hundred Dollars (\$100) and other valuable considerations paid to **UNITED STATES STEEL CORPORATION**, a Delaware corporation, successor (by conversion) to United States Steel LLC, hereinafter referred to as "Grantor", by **THE STEEL CITY SPORTS SHOOTING ASSOCIATION, INC.**, an Alabama corporation, hereinafter referred to as "Grantee", the receipt and sufficiency of which is acknowledged, Grantor does hereby grant, bargain, sell, and convey unto Grantee three (3) parcels of land, **MINERALS AND MINING RIGHTS OWNED BY GRANTOR EXCEPTED**, situated in the Southwest 1/4 of the Northeast 1/4, the Northwest 1/4 of the Southeast 1/4, the Southeast 1/4 of the Northwest 1/4, the Northwest 1/4 of the Southwest 1/4, and the Northeast 1/4 of the Southwest 1/4 of Section 5, Township 20 South, Range 3 West of the Huntsville Principal Meridian, Shelby County, Alabama, the location of said land being described on "**EXHIBIT A**" and as shown on map labeled "**EXHIBIT A-1**", attached hereto and made a part hereof.

Grantor, to the extent of its interests, further grants unto Grantee, its successors and assigns, a perpetual non-exclusive easement twenty (20) feet in width for (i) ingress and egress on, over, and across an existing road and (ii) the installation, operation, maintenance, and removal of underground utilities, the location of said easement being described as "Easement A" and "Easement B" on "**EXHIBIT B**" and shown on map marked "**EXHIBIT B-1**" attached hereto and made a part hereof (collectively the "Easement"), which road currently provides access to said land from South Shades Crest Road. Grantee agrees that Grantor shall have the non-exclusive right to use said road concurrently with Grantee, including the right(s) to grant such rights to third parties and to dedicate said road to an appropriate governmental entity for use as a pedestrian walkway, bicycle path, or public road. Grantee agrees that Grantor shall have the right to relocate said road at any time at its expense upon written notice of its intent so to do and provided that Grantor shall have provided a temporary alternate access road to Grantee at no cost to Grantee, which shall be available to Grantee until the relocation of the existing road is completed. Grantor agrees that the construction of the relocated road shall be substantially completed within one (1) year after commencement of construction of such road. In the event Seller elects to exercise its retained right to dedicate the access road, or other lands owned by Seller which are contiguous to the access road to public use, and Buyer is required by law, governmental action or regulation to relocate its firing ranges or other property improvements, Seller or its successors or assigns shall cause to be paid to Buyer the

actual cost of the relocation of improvements resulting from such law, governmental action or regulation (provided that the relocation was not initiated or solicited by Buyer, but not to exceed One Hundred Thousand and 00/100 Dollars (\$100,000.00)). Sellers obligation shall be reduced by any amount of funds received by Buyer as the result of condemnation of any portion of the land conveyed to Grantee hereunder by a governmental entity. Grantee agrees to be solely responsible for maintaining the existing gate located adjacent to Shades Crest Road at the entrance to the existing road and for maintaining any new gate(s) adjacent to Shades Crest Road on any new road(s) used by Grantee in connection with a relocation of the existing road as provided herein. Grantee agrees to maintain in a good and safe condition, at its expense, said road and any new road(s) used by Buyer in connection with a relocation of the existing road (including, without limitation, the obligation to repair pot holes, correcting erosion and drainage problems, and trash pick-up). Grantee covenants and agrees to defend, indemnify, and hold harmless Grantor, its successors, assigns, officers, directors, employees, and agents (the "Indemnified Parties"), from and against any and all claims, costs, demands, damages, liabilities, judgments, or expenses (including attorneys fees, consultants fees, and any other legal costs) asserted against the Indemnified Parties by any person or entity, including but not limited to employees and members of Grantee, for any personal injury (including death) or property damage or any other damages of any nature whatsoever arising out or in connection with the use of the Easement and/or said gate(s) and/or road(s) or adjoining lands of Grantor or the use of said land as a firearms shooting range by Grantee or its licensees, invitees, agents, contractors, employees, successors, and assigns, or the activities of any other party whosoever in connection with Grantee's use of said land. Furthermore, Grantee agrees that its use of the Easement shall be conditioned upon its compliance with the liability insurance requirements as set forth in Article 11 of that certain "Agreement for the Sale and Purchase of Real Estate" by and between Grantor and Grantee dated June 20, 2002, (the terms of which are hereby incorporated by this reference) for as long as said land is used as a firearms shooting range. This paragraph shall constitute a covenant running with the land as against Grantee and all successors in title.

This conveyance is made upon the covenant and condition that any timber cutting (except where necessary for the construction and maintenance of a fence) or any communication tower(s) of any nature shall be prohibited on the mountain ridge within the restricted area of Parcel "A" of said land as shown on "**EXHIBIT C**" attached hereto and made a part hereof without the prior written consent of Grantor, its successors and assigns. This condition shall constitute a covenant running with the land as against Grantee and all successors in title for a term expiring twenty one (21) years after the death of the last surviving heir of George Herbert Walker Bush, President of the United States.

**RESERVING AND EXCEPTING** to the extent of Grantor's ownership, however, from this conveyance all of the coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, gob gas, limestone, and all other minerals and non-mineral substances in and under said land, including water associated with the production of coalbed methane gas, together with the right to explore for, to drill for, to mine, to produce and to remove said coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, gob gas, limestone, and all other minerals and non-mineral substances in and under said land, including water associated with the production of coalbed methane gas, without using or disturbing the surface of said land and also the right to transport through said land coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, gob gas, limestone, and all other minerals and non-mineral substances from adjoining or other land without using or disturbing the surface of the land hereby conveyed.



This conveyance is made upon the covenant and condition that no right of action for damages on account of injuries to the land herein conveyed or to any buildings, improvements, structures, pipelines, or other sources of water supply now or hereafter located upon said land, or to any owners or occupants or other persons in or upon said land, resulting from sinkholes or other defects of the surface or subsurface of any nature affecting said land or resulting from past mining and/or gas or oil producing operations of Grantor, or its assigns, licensees, lessees, or contractors, or resulting from past blasting, dewatering, or the past removal of coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, gob gas, limestone and all other minerals and non-mineral substances, including water associated with the production of coalbed methane gas, or coal seam or other roof supports by Grantor, or its assigns, licensees, lessees, or contractors, whether said past mining and/or gas or oil producing operations be in said lands or other lands, shall ever accrue to or be asserted by Grantee or by Grantee's successors in title, this conveyance being made expressly subject to all such injuries, either past or future, and this condition shall constitute a covenant running with the land as against Grantee and all successors in title.

By acceptance of this deed and as a condition of the conveyance hereunder, Grantee acknowledges and agrees that it has been using "Parcel A" of said land for a firearms shooting range under a lease from Grantor since May 2, 1974, and that as a result of such use there are deposits of lead present on said land. In addition, Grantee acknowledges and agrees that the physical and environmental condition of said land conveyed hereunder has been inspected by Grantee or its duly authorized agent and that said land is purchased by Grantee as a result of such inspection and not upon any agreement, representation, or warranty made by Grantor. Furthermore Grantee, and on behalf of its successors and assigns, agrees to accept said land in its **"AS IS, WHERE IS, WITH ALL FAULTS"** condition, including any physical and environmental conditions; to release Grantor, its successors, assigns, officers, directors, agents, and employees, from any and all liabilities under CERCLA, RCRA, or the HMTA, or any other local, state, or federal laws, rules, regulations, or ordinances; and to ***indemnify, defend, and hold harmless Grantor, its successors, assigns, officers, directors, employees, and agents from and against*** any cost, fine, penalty, or other liability relating to the presence of lead as referenced above that may affect the physical and environmental condition of said land. It is the express intention of the parties that this assumption, release, and indemnity run with said land and shall be binding upon Grantee, its successors and assigns and all successors in title and shall exclude any claims for personal injuries or property damages arising out of or in connection with any mining or oil and gas producing activities conducted by Grantor after the date of this conveyance. (For the purpose of this provision, "CERCLA" shall mean and refer to the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. § 9601, *et seq.*, as amended; "RCRA" shall mean and refer to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.*, as amended; and "HMTA" shall mean and refer to the Hazardous Materials Transportation Act, 49 U.S.C. § 5102, *et seq.*, as amended.)

No private right of action shall accrue with respect to the physical or environmental condition of said land to any subsequent purchaser of said land, whether by foreclosure or otherwise, due solely to the taking of title to said land and, by taking such title, any such purchaser does thereby waive any and all right or claim against Grantor, Grantee, or their successors and assigns or any of them, for any costs, loss, damage, or liability such purchaser or its successors and assigns may incur as a result of the physical or environmental condition of said land or the need or desirability to do any removal, corrective, or remediation work including, but not limited to, in connection with hazardous materials or waste pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Resources Conservation and Recovery Act, as amended, and all regulations thereunder or any similar laws or regulations enacted by the United States of America or the State of Alabama, or any agency or instrumentality of either.

Grantor does hereby covenant that the Grantor is lawfully seized and possessed of said land and has the right and lawful authority to sell and convey said land. The Grantor does hereby warrant the title to said land, and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor and that said land is free and clear of all encumbrances except for the Permitted Encumbrances set forth in "**EXHIBIT D**" attached hereto and by this reference made a part hereof, of which Grantor shall not defend against.

Grantor covenants that it is lawfully seized and possessed of said land and has the right to convey it, and it warrants the title against all persons claiming by, through, or under Grantor.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name and behalf and attested by its officers or representatives thereunto duly authorized this, the 24TH day of JUNE, 2002.

ATTEST:

UNITED STATES STEEL CORPORATION

By: Michael W. Porter  
Assistant Secretary

By: [Signature]  
Title: Treasurer  
USS Real Estate, a division of  
United States Steel Corporation

APPROVED:  
AS TO FORM  
LAW DEPT  
[Signature]

STATE OF PENNSYLVANIA )

COUNTY OF ALLEGHENY )

I, MARY D. SCHWARMAN, a Notary Public in and for said County, in said State, hereby certify that S. K. STRUEBING, whose name as TREASURER of USS Real Estate, a division of United States Steel Corporation, a Delaware corporation, 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, in such capacity 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 24TH day of JUNE, 2002.

[Signature]  
Notary Public

[SEAL]

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

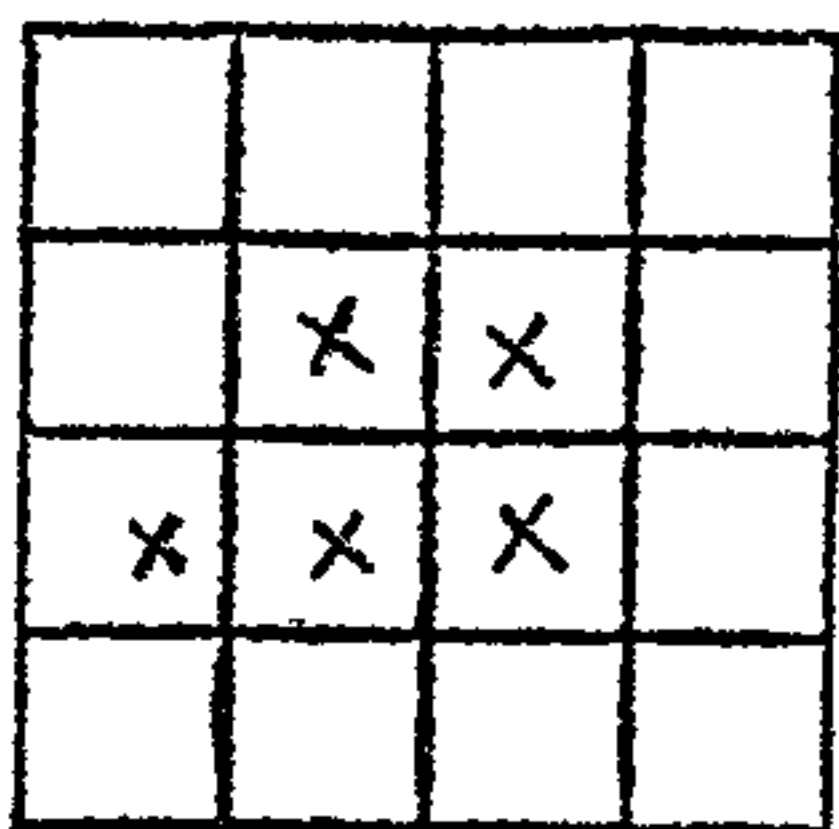
Notarial Seal  
Mary D. Schwarman, Notary Public  
Pittsburgh, Allegheny County  
My Commission Expires Mar. 21, 2005  
Member, Pennsylvania Association of Notaries



A parcel of land situated in Section 5, Township 20 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

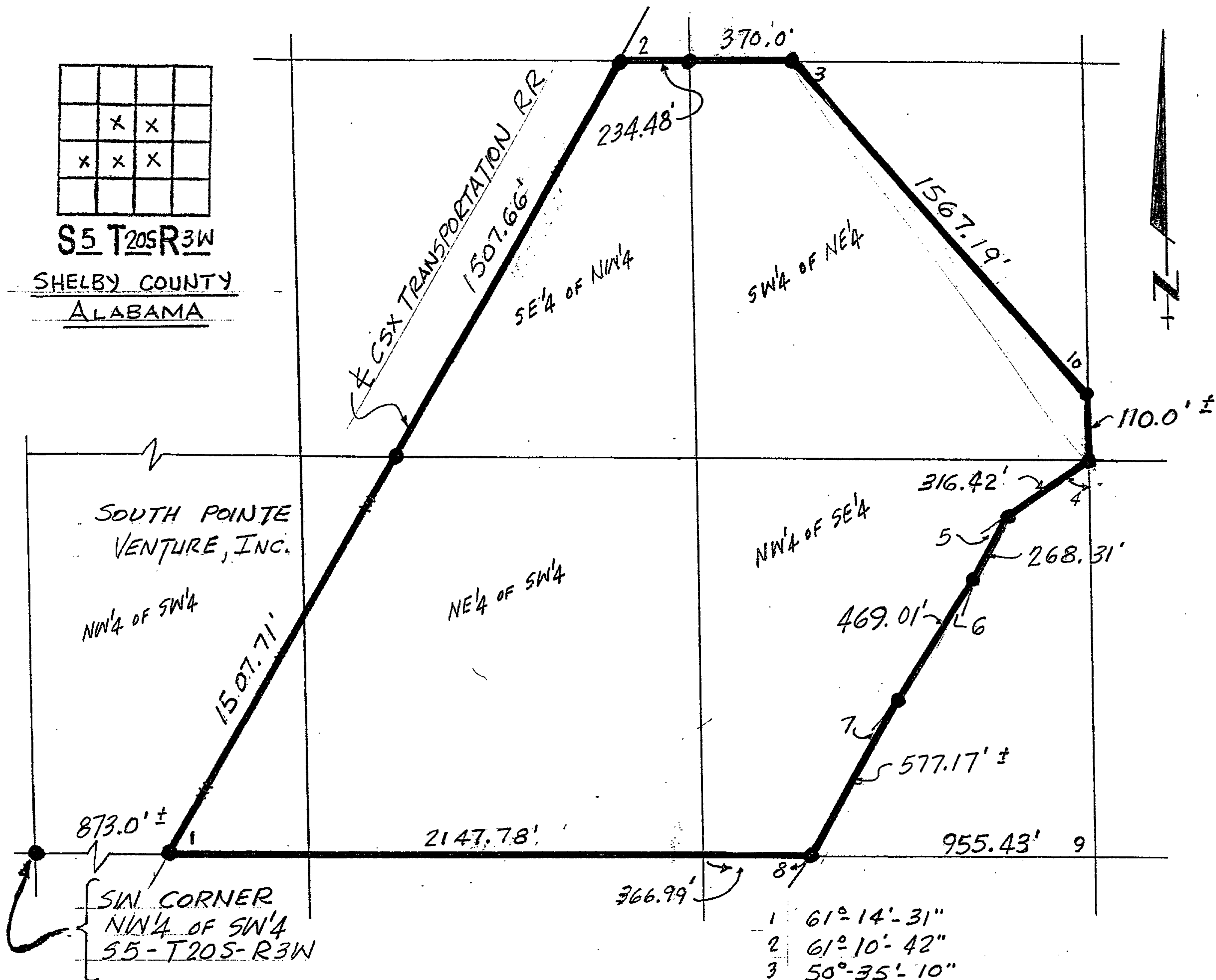
Begin at a 2" capped pipe marking the accepted location of the Southwest corner of the Northwest quarter of the Southeast quarter of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama; thence run in an Easterly direction along the accepted South line of said quarter-quarter section for 366.99 feet; thence turn an interior angle of  $119^{\circ}09'37''$  and run to the left in a North-easterly direction for 577.17 feet; thence turn an interior angle of  $182^{\circ}05'15''$  and run to the right in a Northeasterly direction for 469.01 feet; thence turn an interior angle of  $176^{\circ}49'03''$  and run to the left in a Northeasterly direction for 268.31 feet; thence turn an interior angle of  $207^{\circ}28'27''$  and run to the right in a Northeasterly direction for 316.42 feet to the Northeast corner of said quarter-quarter section; thence turn an interior angle of  $122^{\circ}33'43''$  and run to the left in a Northerly direction along the accepted East line of the Southwest quarter of the Northeast quarter of said Section 5 for 110.00 feet; thence turn an interior angle of  $142^{\circ}35'19''$  and run to the left in a North-westerly direction for 1567.19 feet to a point on the North line of the Southwest quarter of the Northeast quarter of said Section 5, thence turn an interior angle of  $129^{\circ}24'50''$  and run to the left in a Westerly direction along said North line and along the accepted North line of the Southeast quarter of the Northwest quarter of said Section 5 for 608.48 feet to the centerline of a 100 foot CSX Transportation railroad right-of-way; thence turn an interior angle of  $118^{\circ}49'18''$  and run to the left in a Southwesterly direction along said centerline for 3015.37 feet to a point on the accepted South line of the Northwest quarter of the Southwest quarter of said Section 5; thence turn an interior angle of  $61^{\circ}14'31''$  and run to the left in an Easterly direction along said South line and along the accepted south line of the Northeast quarter of the Southwest quarter of said Section 5 for 1780.79 feet to the point of beginning, containing 111.580 acres, more or less.

EXHIBIT A



**S5 T20S R3W**

**SHELBY COUNTY  
ALABAMA**



- |    |             |
|----|-------------|
| 1  | 61°-14'-31" |
| 2  | 61°-10'-42" |
| 3  | 50°-35'-10" |
| 4  | 57°-26'-17" |
| 5  | 27°-28'-27" |
| 6  | 3°-10'-57"  |
| 7  | 2°-5'-15"   |
| 8  | 60°-50'-23" |
| 9  | 88°-06'-06" |
| 10 | 37°-24'-41" |

TRACT OF LAND CONVEYED BY UNITED STATES  
STEEL CORPORATION TO STEEL CITY SPORTS  
SHOOTING ASSOCIATION, INC. BY DOCUMENT  
ATTACHED HERETO

**EXHIBIT "A-1"**

021902 USSCRE

#### Easement "A"

An easement running along an existing road, said road extending from the Easterly line of the subject property to the North line of the Northeast quarter of the Northwest quarter of said Section 5 and being more particularly described as follows: Commence at the Northwest corner of the Southwest quarter of the Northeast quarter of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama and run in an Easterly direction along the North line of said 1/4-1/4 section for 370.00 feet; thence deflect  $50^{\circ}35'10''$  and run to the right in a Southeasterly direction for 424.08 feet to the Point Of Beginning of the herein described centerline; thence deflect  $116^{\circ}19'13''$  and run to the left in a Northeasterly direction along the centerline of an existing paved road for 78.51 feet; thence deflect  $60^{\circ}00'00''$  and run to the left in a Northwesterly direction along said centerline for 518.67 feet; thence run along the arc of a curve to the right having a central angle of  $15^{\circ}32'53''$  and a radius of 1000.00 feet in a Northwesterly direction along said centerline for 271.36 feet; thence run tangent to the last described curve in a Northwesterly direction along said centerline for 846.96 feet; thence run along the arc of a curve to the right having a central angle of  $8^{\circ}17'08''$  and a radius of 925.0 feet in a Northwesterly to Northerly direction along said centerline for 133.76 feet to a point on the North line of the Northeast quarter of the Northwest quarter of said Section 5, 1/4-1/4 section and being the end of the herein described centerline.

#### Easement "B"

An easement running along an existing road, said road extending from the Westerly line of Southwest quarter of the Southeast quarter of Section 32, Township 19 South, Range 3 West, Jefferson County, Alabama to the Southerly right-of-way of South Shades Crest Road and being more particularly described as follows: Commence at the Northwest corner of the Southwest quarter of the Southeast quarter of said Section 32 and run in a Southerly direction along the West line of said 1/4-1/4 section for 307.11 feet to the Point Of Beginning of the herein described centerline; thence deflect  $174^{\circ}06'05''$  and run to the left in a Northerly direction along said centerline for 291.75 feet; thence run along the arc of a curve to the left having a central angle of  $20^{\circ}59'23''$  and a radius of 400.00 feet in a Northerly direction along said centerline for 146.54 feet; thence run tangent to the last described curve in a Northwesterly direction along said centerline for 694.0 feet, more or less, to the Southerly right-of-way of South Shades Crest Road and the end of the herein described centerline.

## EXHIBIT B



S32 T19S R3W  
JEFFERSON Co.

S5 T205 R3W  
SHELBY Co.

EASEMENT RUNNING ALONG AN  
EXISTING ROAD TO BE USED FOR  
INGRESS AND EGRESS TO THE  
STEEL CITY SPORTS SHOOTING  
ASSOCIATION PROPERTY

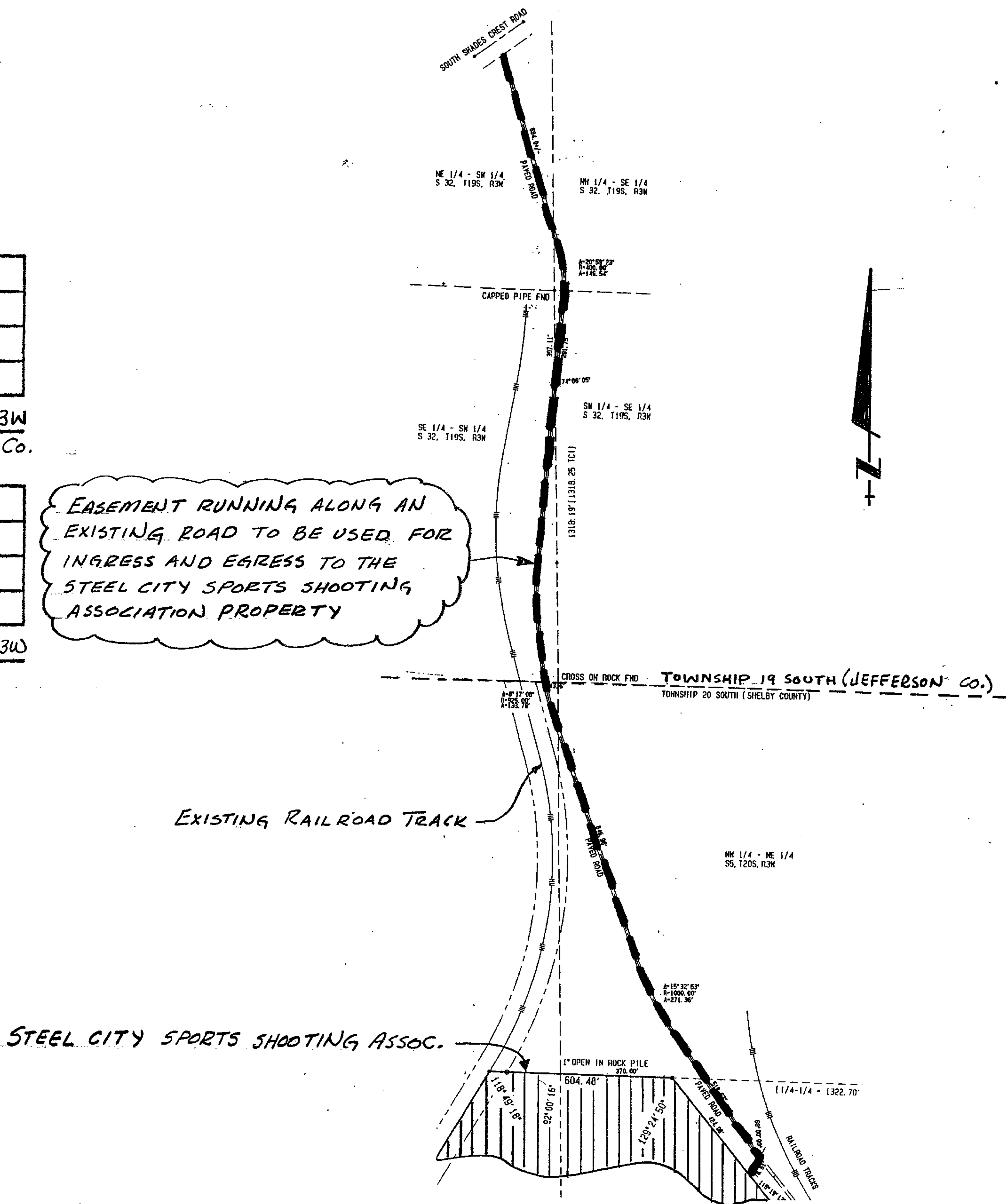


EXHIBIT "B-1"

062502USSRE

SECTION 5 TOWNSHIP 20 SOUTH RANGE 3 WEST  
SHELBY COUNTY, ALABAMA

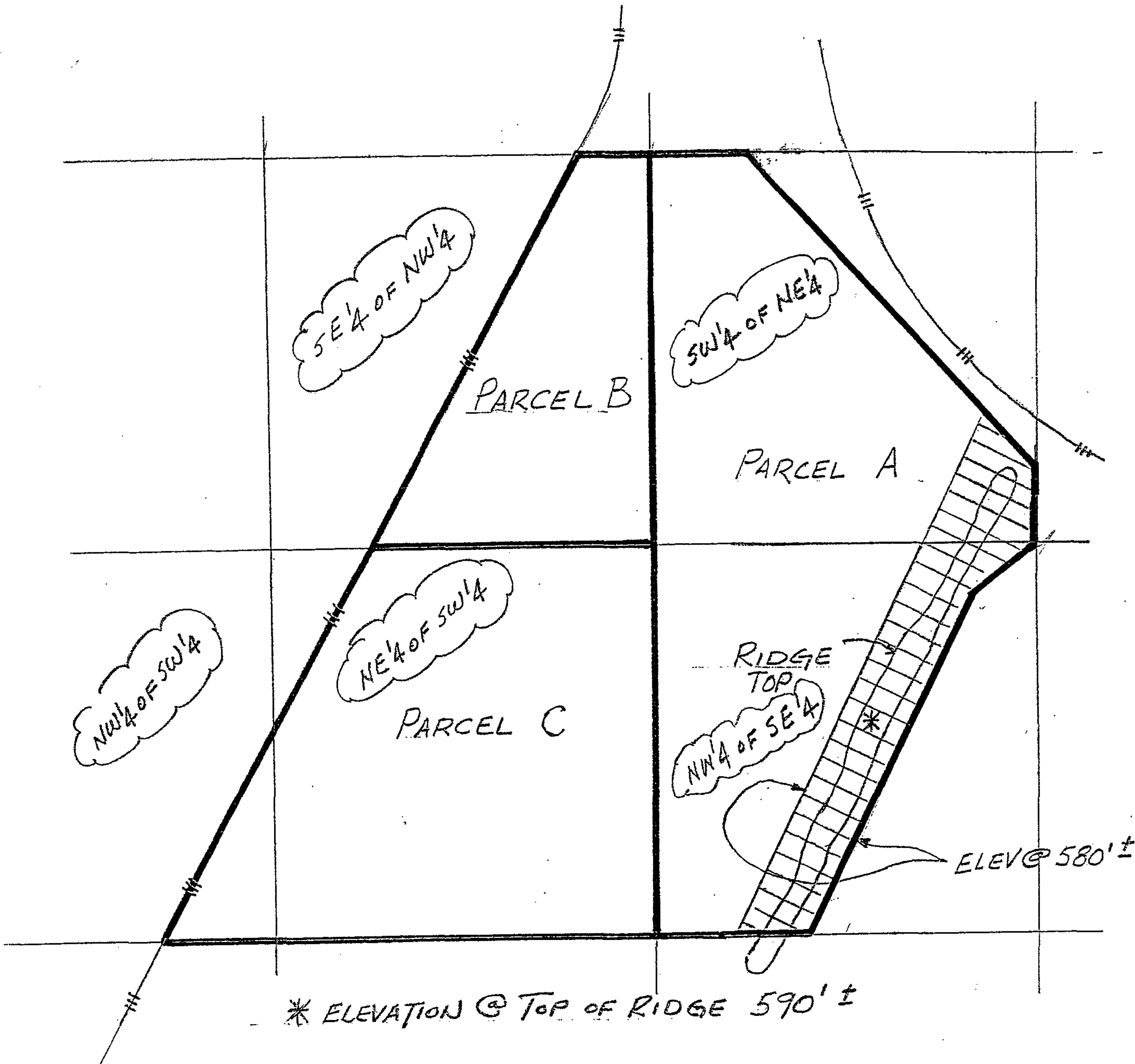


EXHIBIT "C"

020102VSSC

## **PERMITTED ENCUMBRANCES**

### **EXHIBIT D (to deed)**

1. Property taxes owing on the Property which are not yet due and payable;
2. Government actions, including zoning restrictions and building and use restrictions, including variances;
3. All matters which a current and accurate survey or a physical inspection of the Property would reveal;
4. All easements, covenants, conditions, licenses, rights of way, and restrictions recorded in the Probate Office of Shelby County (other than judgments, mortgages, and other monetary liens);
5. All riparian rights, including rights of federal or state government in all navigable waters on or abutting the land (including rights between the high and low tide lines); and
6. All rail track, utility lines, and similar equipment serving the land, whether or not of record.
7. Reservation of easements for public utilities and ingress and egress as contained in that deed recorded in Instrument #1994-3931 in the Probate Office of Shelby County, Alabama.
8. Mineral and mining rights and all rights incident thereto, including release of damages as contained in that certain deed into United States Steel Corporation as recorded in Instrument #2002-4100 in said Probate Office.
9. Mineral and mining rights as recorded in Deed Book 277, page 79, in said Probate Office.