



20090626000247010 1/7 \$30.00  
Shelby Cnty Judge of Probate, AL  
06/26/2009 10:01:27 AM FILED/CERT

**FORM ROW-4**

Rev. 3/01

**THIS INSTRUMENT PREPARED BY:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**STATE OF ALABAMA        )**

Shelby County Road 52

**SHELBY COUNTY         )**

Shelby County

United States Steel Corporation

**WARRANTY DEED FOR PUBLIC ROAD RIGHT-OF-WAY**

**KNOW ALL MEN BY THESE PRESENTS**, that for and in consideration of the sum of Ten and 00/100 dollar(s), cash in hand paid to the undersigned by the Grantee, the receipt of which is hereby acknowledged, **UNITED STATES STEEL CORPORATION**, a Delaware corporation, hereinafter called "Grantor" has this day bargained and sold, and by these presents do hereby grant, bargain, sell and convey unto **SHELBY COUNTY, ALABAMA**, a political subdivision of the State of Alabama, hereinafter called "Grantee", the following described real property situated in Sections 18 and 19, Township 20 South, Range 3 West of the Huntsville Meridian, Shelby County, Alabama (the "Property") to be used for public road and utilities rights-of-way purposes along Shelby County Highway 52 and more particularly described as follows, to wit:

Commence at the Southwest corner of the Southeast one-quarter of the Southwest one-quarter of said Section 18 and run North 00 degrees 00 minutes 00 seconds West along the West line of said quarter-quarter for a distance of 218.15 feet to the POINT OF BEGINNING; thence leaving said West line, run South 30 degrees 14 minutes 30 seconds East for a distance of 316.11 to the point of commencement of a tangent a curve to the left, said curve having a radius of 1055.37 feet, a central angle of 24 degrees 21 minutes 00 seconds, a chord bearing of South 42 degrees 25 minutes 00 seconds East for a chord distance of 445.15 feet; thence run along arc of said curve for a distance of 448.52 feet; thence run South 54 degrees 35 minutes 30 seconds East for a distance of 220.18 feet to the point of commencement of a tangent curve to the right, said curve having a radius of 1810.08 feet, a central angle of 20 degrees 30 minutes 00 seconds, a chord bearing of South 44 degrees 20 minutes 30 seconds East for a chord distance of 644.18 feet; thence run along arc of said curve for a distance of 647.63 feet; thence run South 34 degrees 05 minutes 30 seconds East for a distance of 1161.91 feet to the point of commencement of a tangent curve to the left, said curve having a radius of 1556.29 feet, a central angle of 00 degrees 35 minutes 46 seconds, a chord bearing of South 34 degrees 22 minutes 23 seconds East for a



chord distance of 16.19 feet; thence run along arc of said curve for a distance of 16.19 feet; thence run South 12 degrees 31 minutes 58 seconds West for a distance of 92.75 feet; thence run South 61 degrees 02 minutes 30 seconds West for a distance of 162.12 feet to the point of commencement of a non-tangent curve to the left, said curve having a radius of 1786.29 feet, a central angle of 03 degrees 14 minutes 48 seconds, a chord bearing of South 37 degrees 48 minutes 46 seconds East for a chord distance of 101.21 feet; thence run along arc of said curve for a distance of 101.22 feet; thence run North 61 degrees 02 minutes 30 seconds East for a distance of 164.49 feet; thence run South 80 degrees 37 minutes 35 seconds East for a distance of 109.82 feet to the point of commencement of a non-tangent curve to the left, said curve having a radius of 1556.29 feet, a central angle of 14 degrees 08 minutes 30 seconds, a chord bearing of South 50 degrees 39 minutes 15 seconds East for a chord distance of 383.14 feet; thence run along arc of said curve for a distance of 384.12 feet to the point of commencement of a compound curve to the left, said curve having a radius of 1096.87 feet, a central angle of 22 degrees 39 minutes 06 seconds, a chord bearing of South 69 degrees 03 minutes 03 seconds East for a chord distance of 430.83 feet; thence run along arc of said curve for a distance of 433.64 feet to a point on the East line of the Southwest one-quarter of the Northwest one-quarter of Section 19, Township 20 South, Range 3 West; thence run North 00 degrees 23 minutes 25 seconds East along said East line for a distance of 60.83 feet to a point on the Southernmost right of way line of Shelby County Highway 52 (80' right of way) and the point of commencement of a non-tangent curve to the right, said curve having a radius of 1036.87 feet, a central angle of 22 degrees 06 minutes 44 seconds, a chord bearing of North 68 degrees 46 minutes 52 seconds West for a chord distance of 397.68 feet; thence run along arc of said curve and along said right of way for a distance of 400.16 feet to the point of commencement of a compound curve to the right, said curve having a radius of 1496.29 feet, a central angle of 23 degrees 38 minutes 00 seconds, a chord bearing of North 45 degrees 54 minutes 30 seconds West for a chord distance of 612.82 feet; thence run along arc of said curve and along said right of way for a distance of 617.19 feet; thence run North 34 degrees 05 minutes 30 seconds West along said right of way for a distance of 1161.91 feet to the point of commencement of a tangent curve to the left, said curve having a radius of 1870.08 feet, a central angle of 20 degrees 30 minutes 00 seconds, a chord bearing of North 44 degrees 20 minutes 30 seconds West for a chord distance of 665.54 feet; thence run along arc of said curve and along said right of way for a distance of 669.10 feet; thence run North 54 degrees 35 minutes 30 seconds West along said right of way for a distance of 220.18 feet to the point of commencement of a tangent curve to the right, said curve having a radius of 995.37 feet, a central angle of 24 degrees 21 minutes 00 seconds, a chord bearing of North 42 degrees 25 minutes 00 seconds West for a chord distance of 419.84 feet; thence run along arc of said curve and along said right of way for a distance of 423.02 feet; thence run North 30 degrees 14 minutes 30 seconds West along said right of way for a distance of 419.03 feet to a point on the West line of the Southeast one-quarter of the Southwest one-quarter of said Section 18; thence run South 00 degrees 00 minutes 00 seconds East along said West line for a distance of 119.13 feet to the POINT OF BEGINNING. Said parcel contains 261,518 square feet or 6.00 acres more or less.

The Property is shown on the Property Plat attached hereto as **EXHIBIT A** and made a part hereof.




**RESERVING AND EXCEPTING** from this conveyance, unto Grantor and its successors and assigns, the right to cross on, over, under, and through the Property at various and multiple locations to be determined by Grantor, with such driveways, pathways, trails, bridges, roads, railroads, pipelines, wires, or cables and other improvements of any description needed by Grantor, provided that (i) such driveways, pathways, trails, bridges, roads, railroads, pipelines, wires, or cables and other improvements shall cause no unreasonable interference with the Grantee's use of the Property as a public road and (ii) that said driveways, pathways, trails, bridges, roads, railroads, pipelines, wires, or cables and other improvements are constructed and installed in compliance with all applicable governmental regulations after consultation with the Grantee concerning any issues that concern traffic safety, traffic control, or road construction.

As a condition and covenant of the conveyance of the Property, and by Grantee's acceptance hereof, Grantee covenants and agrees that no right of action on account of damage to said public road and facilities therefore, or to any structures or facilities constructed on the Property resulting from past mining and/or gas or oil producing operations of Grantor, or its successors, assigns, licensees, lessees, or contractors, 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.

As a further condition and covenant of the conveyance of the Property, and by Grantee's acceptance hereof, Grantee covenants and agrees that, to the extent allowed by Alabama law, neither Grantor nor or any of its affiliated companies shall in any way be liable for any injury or damage whatsoever to persons or property that may result from Grantee's use of the Property conveyed hereunder and/or the lack of safety, latent or patent, of the Property and, to the extent allowed by Alabama Law, Grantee assumes all risk of personal injury and death of Grantee's employees, and/or property damage of the Grantee and its employees from Grantee's use of the Property.

**TO HAVE AND TO HOLD**, unto the Grantee, its successors and assigns forever.

And for the consideration, aforesaid, the Grantor, and for successors and assigns, covenants to and with the Grantee that it is lawfully seized and possessed of the Property hereinabove described; that it has 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 all matters of record in the Probate Office of Shelby County, Alabama, affecting the Property, the lien for *ad valorem* taxes which attached on October 1, last past, and which is to be paid by the Grantor; and that it will forever warrant and defend the title thereto against the lawful claims of all persons claiming by, through, or under Grantor.

  
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The Grantor further covenants and agrees that the purchase price above-stated is in full compensation to it for this conveyance, and hereby releases the Grantee and all or its employees and officers from any and all damages to its remaining real 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.

(Remainder of page intentionally left blank. See following page for signatures.)

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed and its seal to be hereunto affixed by its officers or representatives thereunto duly authorized on this, the 13 day of November, 2008.

GRANTOR:

ATTEST:

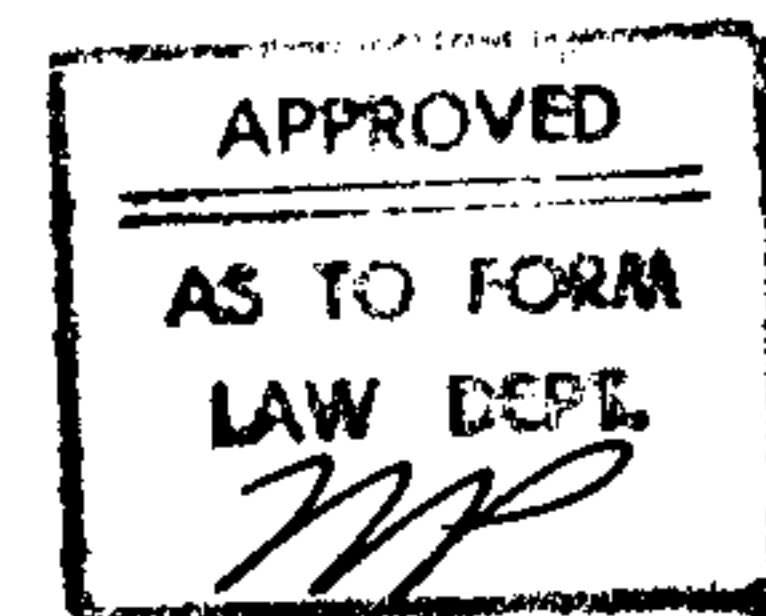
UNITED STATES STEEL CORPORATION

By: Michael V. Santa

Title: Assistant Secretary

By: Thomas G. Howard

Title: General Manager-Southeast  
USS Real Estate, a division of  
United States Steel Corporation



STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, Beverly L. Swain, a Notary Public in and for said County in said State, hereby certify that Thomas G. Howard, whose name as General Manager-Southeast 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 13 day of November, 2008.

[SEAL]

Notary Public

My Commission Expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: July 30, 2011  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

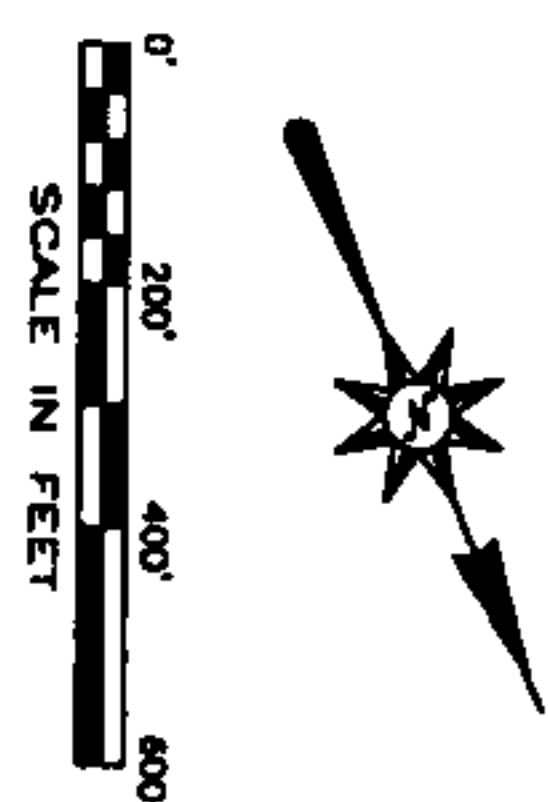
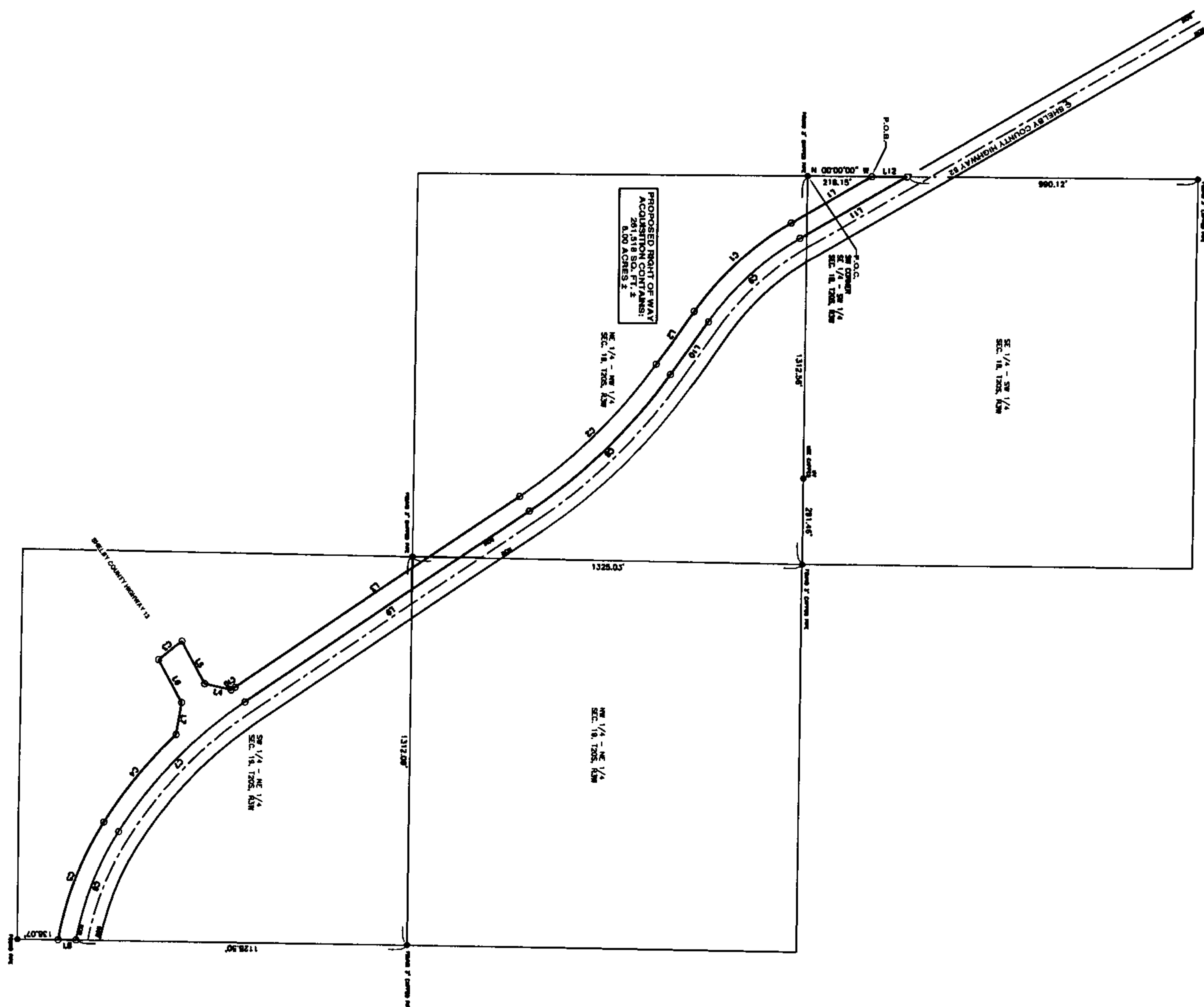


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## **EXHIBIT A**

**(see attached map)**



[illegible]

**LEGEND**

● 0.5%  
○ 0  
— 100%

NON-FIN. TOWNS  
DISCARDED POINT  
REPORT OF 1987

ABBREVIATIONS	
P.O.C.	Point of Contamination
P.O.B.	Point of Breach
R.R.	Railroad
T.W.	Thousands of Dollars
F.M.	Miles per Hour

[illegible]

  
**GONZALEZ - STRENGTH & ASSOCIATES, INC.**  
CIVIL ENGINEERING, LAND SURVEYING, PLANNING, TRAFFIC & TRANSPORTATION  
2176 PARKWAY LAKE DRIVE  
HOOVER, ALABAMA 35244  
PHONE: (205) 942-2466  
FAX: (205) 942-3033  
[www.Gonzalez-Strength.com](http://www.Gonzalez-Strength.com) © Copyright 2006

TITLE		EXHIBIT MAP	
<b>SHELBY COUNTY HIGHWAY 52</b> <b>PROPOSED RIGHT OF WAY ACQUISITION</b> <b>FOR</b> <b>SHELBY COUNTY HIGHWAY DEPARTMENT</b> <b>SHELBY COUNTY, ALABAMA</b>			
DWN. BY M.W.K.	CKD. BY J.P.S.	SCALE 1" = 300'	LAST FIELD SURVEY DATE

REVISIONS		
NO.	DESCRIPTION	DATE
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
QUARTER - SECTION		
SECTION 18 AND 19	TOWNSHIP 20 SOUTH	RANGE 3 WEST