

STATE OF ALABAMA )  
SHELBY COUNTY )

19780410000042770 1/2 \$.00  
Shelby Cnty Judge of Probate, AL  
04/10/1978 12:00:00AM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of One Dollar (\$1.00) and other good and valuable considerations to the undersigned grantor, Kimberly-Clark Corporation, a corporation, in hand paid by Mrs. W. H. Walton, Route 2, Box 1568, Alabaster, Alabama, the receipt whereof is hereby acknowledged, the said Kimberly-Clark Corporation does grant, bargain, sell and convey unto the said Mrs. W. H. Walton the following described real estate, to-wit:

An easement for a road right-of-way and ingress and egress over and across Grantors property described as follows:

A strip of property 25 feet in width commencing at a point on the south right-of-way of Shelby County Highway 11 in the SE $\frac{1}{4}$  of NE $\frac{1}{4}$ , Section 10, and extending southerly a distance of approximately 45 chains through the E $\frac{1}{2}$  of SW $\frac{1}{4}$ , Section 10; following the route of an old woods road where possible to do so; all in Township 20 South, Range 2 West, Shelby County, Alabama.

Grantee, as a condition of this grant, agrees to construct a private road on the easement granted, and hereby assume the full obligation of keeping such road in a passable and safe condition at all times, and Grantee agrees to indemnify Grantor against any and all liability as might be established or asserted against Grantor in any way connected with the construction or maintenance of such road. Such road, as finally constructed by Grantee, may be improved, or used, by Grantor, its successors or assigns, and shall be used by Grantee, her heirs and assigns. Grantor reserves the right to connect to such road with firebreaks and/or other roads now existing or as Grantor may desire to construct in the future. Grantor shall have no duty to construct, improve, maintain or keep such road in a safe or passable condition of repair, all such obligations being borne by Grantee.

Grantee shall have the right to construct and to maintain a roadway suitable for her purpose and the right, both prior to construction and from time to time thereafter as deemed necessary, to clear timber and other growth from such right of way. Grantor shall have the right of ingress and egress to and from such strip of land over adjacent lands of Grantor for any purpose.

TO HAVE AND TO HOLD unto the said Mrs. W. H. Walton, her heirs and assigns forever.

IN WITNESS WHEREOF, Kimberly-Clark Corporation, a corporation, has caused these presents to be executed by F. Gordon Comer, Jr., its Woodlands Manager, Coosa Forest Products Operations, Kimberly-Clark Corporation, being duly authorized thereto, on this the 19 day of August 1974.

KIMBERLY-CLARK CORPORATION

WITNESS:

By F. Gordon Comer, Jr.  
F. Gordon Comer, Jr.  
Woodlands Manager  
Coosa Forest Products Operations

STATE OF ALABAMA)  
TALLADEGA COUNTY)

I, the undersigned authority, in and for said County, in said State, hereby certify that F. Gordon Comer, Jr., as Woodlands Manager, Coosa Forest Products Operations of Kimberly-Clark Corporation, a corporation, whose name 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 such capacity, and will full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 19 day of August 1974.

19780410000042770 2/2 \$ .00  
Shelby Cnty Judge of Probate, AL  
04/10/1978 12:00:00AM FILED/CERT

Medred Morris  
Notary Public

Notary Public, State of Alabama at Large  
My Commission Expires May 17, 1978

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
DOCUMENT WAS FILED  
Ed. Jay  
1978 APR 10 PM 12:37  
JUDGE OF PROBATE

Rec. 3.00  
Jud. 1.00  
\$ 4.50

File 2 Box 1568  
Alabama 35607

BOOK 311 PAGE 415