

STATE OF ALABAMA  
DIVISION OF FORESTRY-DEPARTMENT OF CONSERVATIONTRUCK TRAIL RIGHT-OF-WAY AGREEMENT

BOOK 160 PAGE 583

3760

This agreement, made this 28 day of November in the year of 1952 by and between Gulf States Paper Corporation

a corporation organized and existing under the laws of the State of Alabama with a place of business at Tuscaloosa, Alabama hereinafter called the grantor, and the Division of Forestry, Department of Conservation, State of Alabama, hereinafter called the grantee:

Witness that the grantor, for and in consideration of the benefits to be derived from the hereinafter described road to be constructed by the grantee, the benefits whereof are hereby acknowledged, doth hereby grant, bargain, and convey unto the grantee a perpetual right-of-way over and across the following described land of the grantor:

SE $\frac{1}{4}$  of Section 6, Township 19 South, Range 1 East.

S $\frac{1}{2}$  of NE $\frac{1}{4}$  of Section 6, Township 19 South, Range 1 East.

together with all the rights and privileges necessary for the accomplishment of the purpose hereinafter set out; said right-of-way to have a width of 40 feet, extending 20 feet on each side of the center line of the truck trail to be constructed thereon, and to be located and defined as follows:

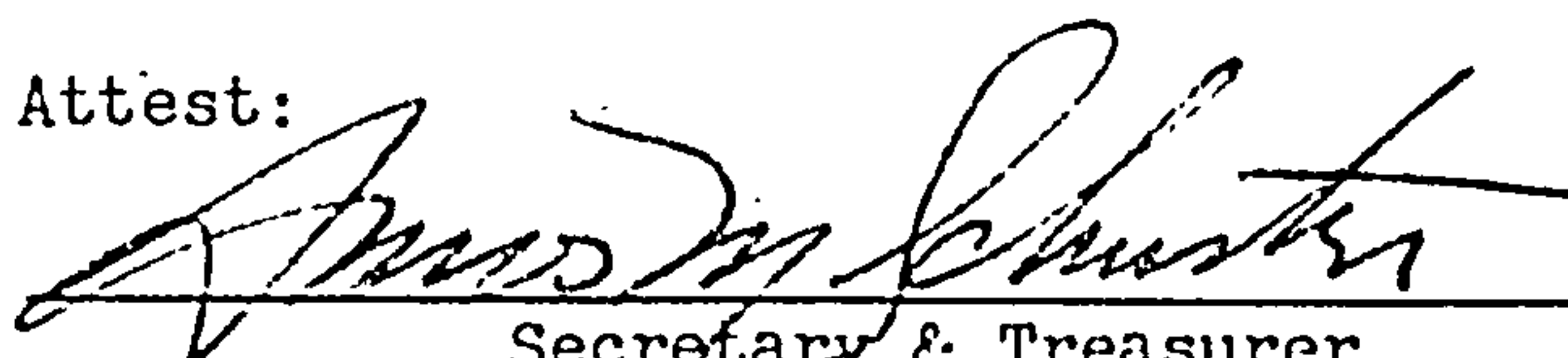
Entering west side of SE $\frac{1}{4}$  app. 200 feet south of  $\frac{1}{2}$  mile corner & running in a NE direction through S $\frac{1}{2}$  of NE $\frac{1}{4}$ ; Thence around north point of Signal ridge running out of SW $\frac{1}{4}$  of SE $\frac{1}{4}$  of Section 6, Township 19 South, Range 1 East on the west line.

said right-of-way to be used by the grantee for the construction and maintenance of a truck trail together with the right to construct and maintain on the said right-of-way a telephone line and to reduce the fire hazard for a distance of 5 feet on either side of the truck trail right-of-way. Fire hazard reduction shall comprise the cutting of snags and dead timber and the removal of logs and other inflammable debris, but not the cutting and removal of any sound, green, merchantable timber.

The herein described right-of-way is granted and conveyed upon the condition that it shall not be assigned to any person or persons except the County of Shelby and then for the purpose of constructing and maintaining a public road, said assignment, however, being contingent upon the approval of the grantor, and upon the further condition that should said right-of-way be abandoned by said grantee and not transferred to the County aforesaid, or if so transferred, if it is abandoned by said transferee, then said right-of-way, together with all the rights and privileges appurtenant thereto, shall thereupon terminate and revert to the grantor, his heirs or assigns.

In testimony whereof, witness the following signatures:

Attest:

  
Secretary & Treasurer

GULF STATES PAPER CORPORATION

Owner

By:   
Executive Vice President

STATE OF ALABAMA

Juscalosa COUNTY

I, Mary A. Montman, a notary public in and for said County in said State, hereby certify that J. W. Warner, whose name as Exec. Vice President of the Gulf States Paper Corporation, a 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 thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 30 day of March, 1953.

(Notary seal here)

Mary A. Montman  
Notary Public

My Commission expires Jan. 29, 1955.

-2-

Filed in the office of the Probate Judge on the 15 day of June 1953 at 8 o'clock P M  
and recorded in Deed Book P 160 Page 573 this 18 day of June 1953.  
Deed Tax        Mortgage Tax        has been paid.  
L.C. Walker, Judge of Probate