

STATE OF ALABAMA }
SHELBY COUNTY }

3403

KNOW ALL MEN BY THESE PRESENTS, That in consideration of Eight Hundred Fifty Dollars (\$850.00) and other valuable considerations this date paid, receipt of which is hereby acknowledged, WILLIAM THOMAS ELLIOTT and wife, LEONE LETA ELLIOTT (hereinafter referred to as Grantors), do hereby grant to KIMBERLY-CLARK CORPORATION (hereinafter referred to as Grantee), its successors and assigns, an easement of varying width for the construction and maintenance of a private road, to provide access to Grantee's proposed mill site, over and across a portion of the east one-half of northeast quarter ($E\frac{1}{2}$ of $NE\frac{1}{4}$), Section 30, Township 19 South, Range 1 East, Shelby County, Alabama. Such strip is more particularly described as follows:

Beginning at a point 615 feet north and 222.5 feet west of the southeast corner of the northeast quarter of Section 30, Township 19 South, Range 1 East, Shelby County, Alabama, thence run north $0^{\circ} 15'$ west for 285 feet; thence run north $29^{\circ} 45'$ east for 256 feet; thence run north $30^{\circ} 35'$ west for 244 feet; thence run west for 10 feet; thence run north $30^{\circ} 35'$ west for 219 feet to a point on south right of way of Highway 280; thence run south $64^{\circ} 20'$ west, along the south right of way of Highway 280 for 40 feet; thence run south $30^{\circ} 35'$ east for 463 feet; thence run south $29^{\circ} 45'$ west for 256 feet; thence run south $0^{\circ} 15'$ east for 285 feet; thence run east for 50 feet to the point of beginning.

The above described right of way is 50 feet in width for a distance of 785 feet and 40 feet in width for a distance of 219 feet. It contains 1.10 acres more or less.

The right of way hereinabove described is shown on the plat attached hereto as Exhibit A, and made a part hereof.

At turn points on the above described right of way, the road to be constructed will be outside the described right of way in order to allow the proper curves in the road. In no case, however, will a fifty-foot right of way be exceeded at any point.

Such road, as finally constructed, may be used by Grantors, their heirs or assigns, and shall be used by Grantee, its successors or assigns, or its agents, employees or contractors.

Grantee shall have the right to construct and to maintain a roadway suitable for its purpose and the right, both prior to construction and from time to time thereafter as deemed necessary, to clear

timber and other growth from said right of way. The Grantors shall have the right of ingress and egress to and from such strip of land over adjacent lands of Grantors for any purpose. Grantee shall relinquish all rights to the right of way upon completion of the four lane Highway 280 as now proposed by the State Highway Department, and Grantee will maintain said road which is constructed on the above described right of way until such time. The relinquishment of such right of way by Grantee to Grantors shall be automatic, without the execution of any document, at the time traffic from Grantee's proposed mill at this location is allowed to use new Highway 280.

TO HAVE AND TO HOLD the same to Kimberly-Clark Corporation, its successors and assigns, forever. And Grantors do for themselves and for their heirs, executors and administrators covenant with the said Grantee, its successors and assigns, that they are lawfully seized in fee of the said premises; that they have a good right to sell and convey the same; that said premises are free from encumbrances except as stated herein; and that they will and their heirs, executors and administrators shall warrant and defend the title to said premises to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons whomsoever. In consideration of the above stated sum of money, and of the benefit to our property by reason of the construction of the proposed road, we hereby release Kimberly-Clark Corporation, and all its employees and officers, from all consequential damages, present or prospective, to our property, arising out of the construction, improvement, maintenance or repair of such road.

IN WITNESS WHEREOF, William Thomas Elliott and Leone Leta Elliott have hereunto set their hands and seals, this the 29 day of May, 1970.

William Thomas Elliott (SEAL)
William Thomas Elliott

Leone Leta Elliott (SEAL)
Leone Leta Elliott

STATE OF ALABAMA }

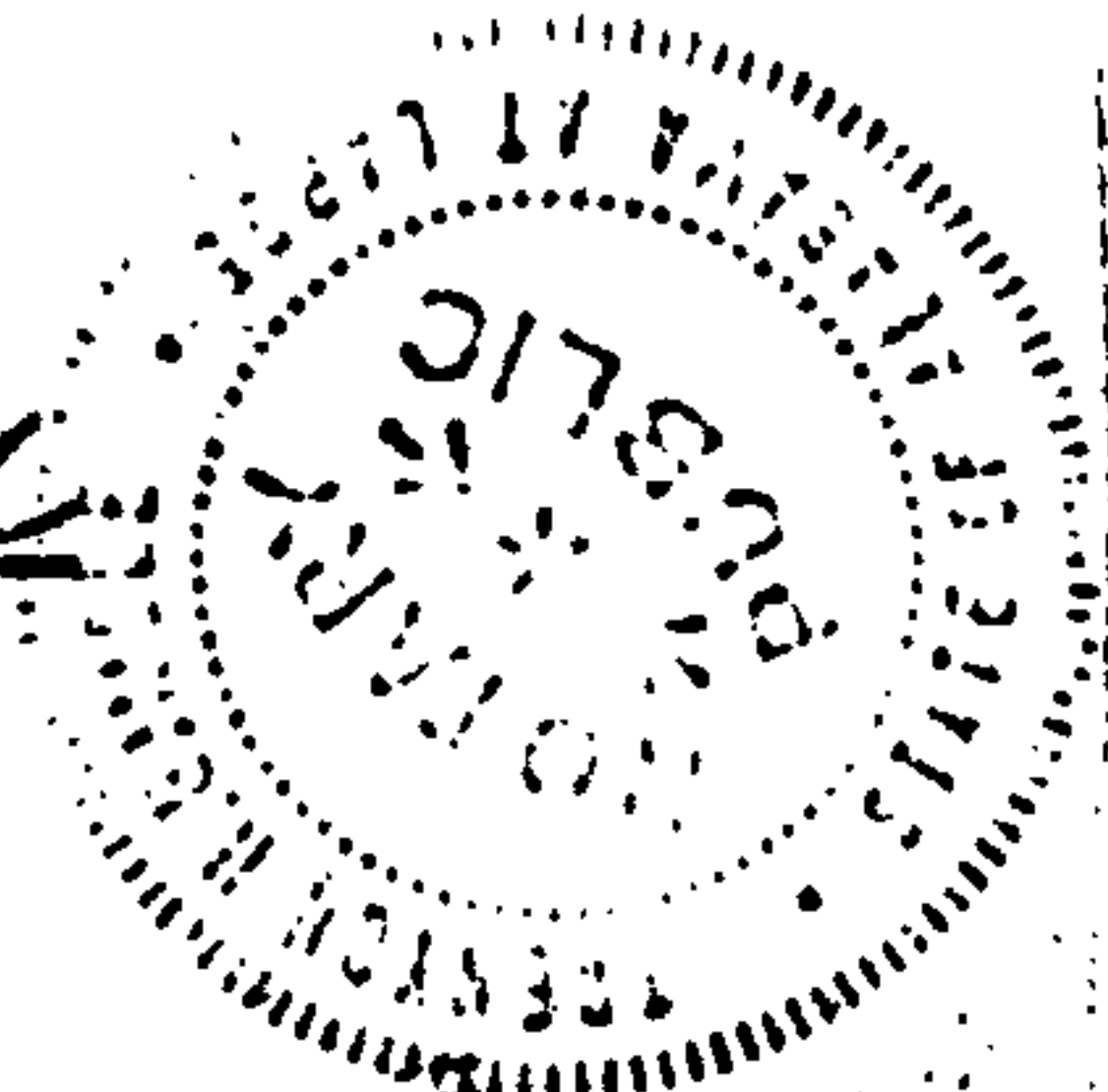
SHELBY COUNTY }

I, Th. Rosenberg, a Notary Public in
 and for said County, in said State, hereby certify that William Thomas
 Elliott and wife, Leone Leta Elliott, whose names are signed to the
 foregoing conveyance, and who are known to me, acknowledged before me
 on this day, that being informed of the contents of the conveyance,
 they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 22-5 day of

May, 1970.

Th. Rosenberg
 Notary Public



STATE OF ALA. SHELBY CO.
 DEPT. OF REVENUE
 INSTRUMENT WAS FILED
 1970 JUN -4 PM 2:18
 REC. BK. & PAGE AS SHOWN ABOVE
 CONFIRMED
 DIRECTOR OF REVENUE