

STATE OF ALABAMA)

SHELBY COUNTY)

1424

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid to THE MEAD CORPORATION, an Ohio Corporation, successor by merger to WOODWARD CORPORATION, successor by merger to LONGVIEW LIME CORPORATION, (hereinafter referred to as Grantor) by SHELBY COUNTY, ALABAMA, (hereinafter referred to as Grantee), the receipt whereof is hereby acknowledged, the said The Mead Corporation, to the extent of its interest and subject to the reservations, exceptions, conditions, and restrictions hereafter stated, does hereby grant unto the said Grantee the right of way for a public road over and across the following described real estate situated in Shelby County, Alabama, to wit:

Commence at the northwest corner of Section 32, T-21-S, R-2-W, in Shelby County, Alabama, and run south along the west line of said Section 32, a distance of 40 feet to a point on the South Right of Way of existing County Road; thence, east along said South Right of Way, parallel to the North line of said Section 32, a distance of 348.3 feet, more or less, to the point of beginning of the property herein described, said point being 163.95 feet southwesterly of and at right angles to the centerline of relocation of County Road as shown by the right of way map of Project S-5915(101) as recorded in the office of the Judge of Probate of Shelby County; thence S-59°-33'-E a distance of 86.54 feet to a point; thence S-28°-58'-E a distance of 199.95 feet to a point; thence along a curve to the left concaved northerly having a radius of 60 feet for a distance of 41.85 feet to a point on the West Right of Way line on relocation of said project; thence N-19°-36'-W a distance of 60 feet to a point 60 feet southwesterly of and at right angles to said relocation at Station 18+00; thence N-34°-28'-W a distance of 96.20 feet to a point 80 feet southwesterly of and at right angles to said relocation at Station 19+00; thence N-26°-48'-W a distance of 93.64 feet to a point at the intersection of the existing South Right of Way of said County Road; thence due west along South Right of Way line of said County Road a distance of 95.72 feet, to the point of beginning, said strip of land lying in the Northwest ¼ of Northwest ¼ of Section 32, T-21-S, R-2-W and containing 0.30 acres, more or less.

And the Grantor grants the Grantee such rights of ingress and egress to and from said land over adjoining lands of Grantor which may be necessary during the period of the first construction of said road.

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TO HAVE AND TO HOLD, Unto the said Grantee, its successors and assigns forever, subject, however, to the following reservations, exceptions, conditions, and restrictions:

(1) Title to the right of way herein granted shall revert to The Mead Corporation, its successors and assigns, in the event of the abandonment of the use of said right of way for public road purposes during a continuous period of twelve months' time; (2) No electric power transmission lines, telephone lines, pipe lines, tramroads, or railroad tracks, operated by electricity or otherwise, or advertising signs of any kind, or buildings or structures of any description other than those used in connection with construction or maintenance of the highway for which right of way is herein conveyed, shall be installed or maintained within the boundaries of the right of way herein granted without the written consent of The Mead Corporation or its successors and/or assigns; (3) The Mead Corporation, or its successors and/or assigns, shall have the right to install and maintain within the boundaries of the right of way herein granted, electric power transmission lines, telephone or telegraph lines at any point whatsoever, either at grade, above grade, or below grade, provided that the exercise of said right shall not interfere with the use of the public highway, right of way for which is herein granted. (4) Adequate drainage for the surface of the right of way herein granted, including borrow pits and excavations thereon, shall be provided for by Grantee, or its successors and/or assigns; (5) This instrument conveys only the privilege of use of the surface of the strip of land described and grants or conveys no other rights or title in the land described, the minerals and mining rights in said land being reserved by the Grantor; (6) Subject to all existing electric power transmission lines and other utility lines of any description of Grantor or others on said land and subject to all existing easements, rights of way, burdens and encroachments of any and all kinds, whether or not of record, affecting any part of said land.

IN WITNESS WHEREOF, the said The Mead Corporation, a corporation, the said Grantor, has caused these presents to be executed in its name and behalf and its corporate seal to be affixed thereto by its officers thereunto duly authorized this 14th day of January, 1971.

ATTEST:

[Signature]
Assistant Secretary

THE MEAD CORPORATION,
a corporation,

By [Signature] Vice President
REC. BK. & INDEX AS SHOWN ABOVE
U.C. COUNTY CLERK
1971 JAN 22 AM 7:50
STATE OF ALABAMA
NOTARY PUBLIC
INSTRUMENT WAS FILED
JAN 22 1971

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, N. Louise McEniry, a Notary Public in and for said county in said state, hereby certify that W. R. Bond, whose name as Executive Vice President of The Mead 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 of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 14th day of January, 1971.

N. Louise McEniry
Notary Public
Notary Public, Jefferson County, Ala.
My commission expires Jan. 19, 1972
Bonded by Home Indemnity Co. of N. Y.

[Signature]

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