

STATE OF ALABAMA)
)
SHELBY COUNTY, ALABAMA)

942

KNOW ALL MEN BY THESE PRESENTS, That, for and in consideration of ONE DOLLAR (\$1.00) in hand paid to THE MEAD CORPORATION, an Ohio corporation, hereinafter sometimes referred to as "Grantor", by SHELBY COUNTY, ALABAMA, hereinafter sometimes 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 hereinafter stated, does hereby grant unto the said Grantee a 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 Southwest corner of Section 9, Township 21 South, Range 2 West, and run East along the South boundary line of said Section 9, (along a fence) a distance of 471.0 feet to the point of beginning on the West 30 foot right-of-way line of Project CP2-172; thence continue East along said South boundary line and crossing the center line of said project at station 14+41 a distance of 66.0 feet to a point on the east 30 foot right-of-way line of said project; thence run Northeasterly along said 30 foot right-of-way line along a curve to the left (concave Northwesterly) and having a radius of 602.96 feet a distance of 163.0 feet to a point 30.0 feet right of P.T. station 16+08.3; thence run Northwesterly and crossing the center line of said project at station 16+08.3 a distance of 60.0 feet to a point 30.0 feet left of P.T. station 16+08.3; thence run Southwesterly along the Northwest 30 foot right-of-way line along a curve to the right (concave Northwesterly) and having a radius of 542.96 feet a distance of 168.0 feet to the point of beginning.

Said parcel of land is lying in the Southwest Quarter of the Southwest Quarter, Section 9, Township 21 South, Range 2 West, and contains 0.23 acres more or less including that part now occupied by the present dirt road.

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 Grantor, 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



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Shelby Cnty Judge of Probate, AL
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of any description other than those used in connection with construction and maintenance of the public road for which right-of-way is herein conveyed, shall be installed or maintained within the boundaries of said right-of-way without the written consent of Grantor or its successors and/or assigns, which consent shall not be unreasonably withheld or delayed; provided, however, that nothing herein shall be deemed to prohibit the installation and maintenance by any public utility of any such power transmission lines, telephone lines, pipe lines, tramroads or railroad tracks where such public utility is granted an express and absolute right under the provisions of the Code of Alabama to install and maintain such facilities on such right-of-way; (3) Grantor, or its successors and/or assigns, shall have the right to install and maintain within the boundaries of the right-of-way herein granted, without payment to Grantee of any fee or charge of any kind or nature therefor, electric power transmission lines, telephone or telegraph lines at any point whatsoever, either at grade, above grade, or below grade, and pipe lines of any kind underground; provided that the exercise of said right shall not interfere with the use of the public road, right-of-way for which is herein granted, and provided further that any such facilities shall be installed in strict accordance with the Grantee's Highway Department standards for accommodating utilities on highway rights-of-way in effect at the time of such installation; (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 to the land described, the mineral and mining rights in said land being reserved by the Grantor; (6) Subject to all existing rights, if any, of others and subject to all existing easements, rights-of-way, burdens and encroachments affecting said land.

IN WITNESS WHEREOF, The Mead Corporation has caused this instrument to be executed and its corporate seal hereunto affixed by its officers thereunto duly authorized, this the 17th day of November, 1975.

THE MEAD CORPORATION
an Ohio corporation,

By [Signature]
Vice President

ATTEST:

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Ted M. Turbeville, a Notary Public in and for said county in said state, hereby certify that C. W. Adair whose name as Vice President of The Mead Corporation, an Ohio 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 17th day of November, 1975.

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Shelby Cnty Judge of Probate, AL
12/15/1975 12:00:00AM FILED/CERT

[Signature]
Notary Public
Notary Public, Alabama State at Large
My Commission Expires January 23, 1979
Bonded by Home Indemnity Co. of N.C.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1975 DEC 15 4:11:03

Exempt
Consolidation
JUDGE OF PROBATE

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