

STATE OF ALABAMA)

8897

SHELBY COUNTY)

WHEREAS, Kimberly-Clark Corporation (hereinafter referred to as "Kimberly-Clark") is the owner of certain lands in Section 6, Township 19 South, Range 1 East, Shelby County, Alabama; and

WHEREAS, Kimberly-Clark's predecessor in title has heretofore granted an easement for truck trail purposes to the Division of Forestry, Department of Conservation, of the State of Alabama, the agreement conveying such easement being recorded in Book 157, Page 337, in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, R. W. Gholson and wife, Julia A. Gholson (hereinafter referred to as "the Gholsons"), are the owners of lands in said section adjacent to the lands of Kimberly-Clark; and

WHEREAS, the Gholsons desire to utilize the roadway constructed by the said Division of Forestry pursuant to said agreement as a means of access to their said lands; and

WHEREAS, Kimberly-Clark is willing for the Gholsons so to utilize said roadway;

NOW, THEREFORE, PREMISES CONSIDERED, Kimberly-Clark Corporation does hereby grant to R. W. Gholson and wife, Julia A. Gholson, their heirs and assigns, the right to use said road as a means of access to their said lands or for any other roadway purposes, subject to the terms and conditions hereinafter set forth.

This agreement is subject to the following terms and conditions:

1. The Gholsons agree not to utilize the rights granted hereunder in any way so as to conflict with the rights granted the Division of Forestry, Department of Conservation of the State of Alabama under the terms of the agreement referred to above.

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Shelby Cnty Judge of Probate, AL
05/20/1977 12:00:00AM FILED/CERT

By Backwell
Kimberly-Clark Corp.
6 [redacted] River Ala. 35 [redacted]

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2. The parties recognize that Kimberly-Clark has heretofore granted to Coosa Valley Electric Cooperative, Inc., its successors and assigns, an easement along said roadway for the purpose of constructing, operating and maintaining an electric power line or system and the Gholsons agree that they will not utilize in any way the rights granted hereby so as to conflict with the rights granted to the said Coosa Valley Electric Cooperative, Inc.

3. Kimberly-Clark does not warrant that the said road is safe or suitable for the Gholsons' purposes or that the rights granted hereunder are sufficient for such purposes.

4. The Gholsons shall indemnify and hold Kimberly-Clark harmless from any and all claims, loss, damage, expense and/or liability which may arise out of or in any way relate to the use of the rights granted hereunder to the Gholsons.

5. Kimberly-Clark and the Gholsons recognize that the roadway granted to said Division of Forestry under the agreement referred to above continues across the lands owned by the Gholsons and the Gholsons do hereby grant to Kimberly-Clark the same rights to use said roadway across their land as are herein granted to them by Kimberly-Clark, subject to the same terms and conditions.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this the 28th day of March, 1977.

KIMBERLY-CLARK CORPORATION

By

[Signature]

Its Division Vice President

[Signature]
R. W. Gholson

[Signature]
Julia A. Gholson



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Shelby Cnty Judge of Probate, AL
05/20/1977 12:00:00AM FILED/CERT

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STATE OF ALABAMA)

SHELBY COUNTY)

I, Mildred Morriss, a Notary Public in and for said County, in said State, hereby certify that F. Gordon Comer, whose name as Division Vice President of Kimberly-Clark 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 foregoing 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 official seal of office, this 28 day of March, 1977.

Mildred Morriss
Notary Public

Notary Public, State of Alabama at Large
My Commission Expires May 17, 1980

STATE OF ALABAMA)

SHELBY COUNTY)

I, Ann P. Mitchell, a Notary Public in and for said County, in said State, hereby certify that R. W. Gholson and wife, Julia A. Gholson, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office, this 16 day of May, 1977.

Ann P. Mitchell
Notary Public

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

1977 MAY 20 PM 2:32

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Rec 4.50
Index 1.00
Deed 1.50

19770520000049100 3/3 \$.00
Shelby Cnty Judge of Probate, AL
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