

STATE OF ALABAMA)
)
 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, such easement being recorded in Book 157, page 337, in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, Frank M. Hubner and wife Lexaleigh T. Hubner (hereinafter referred to as "the Hubners"), are the owners of lands in said section adjacent to the lands of Kimberly-Clark; and

WHEREAS, the Hubners 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 Hubners so to utilize said roadway;

NOW, THEREFORE, PREMISES CONSIDERED, Kimberly-Clark Corporation, does hereby grant to Frank M. Hubner and wife, Lexaleigh T. Hubner, 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 Hubners 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.

2. The parties recognize that Kimberly-Clark Corporation 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 Hubners 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.

19781110000150980 1/3 \$.00
 Shelby Cnty Judge of Probate, AL
 11/10/1978 12:00:00AM FILED/CERT

Judd Tawwal
 706 Massey Bldg.
 Bham - 35203

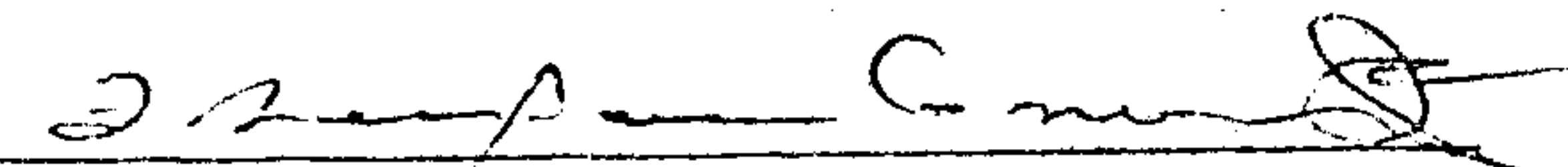
BOOK 316 PAGE 140

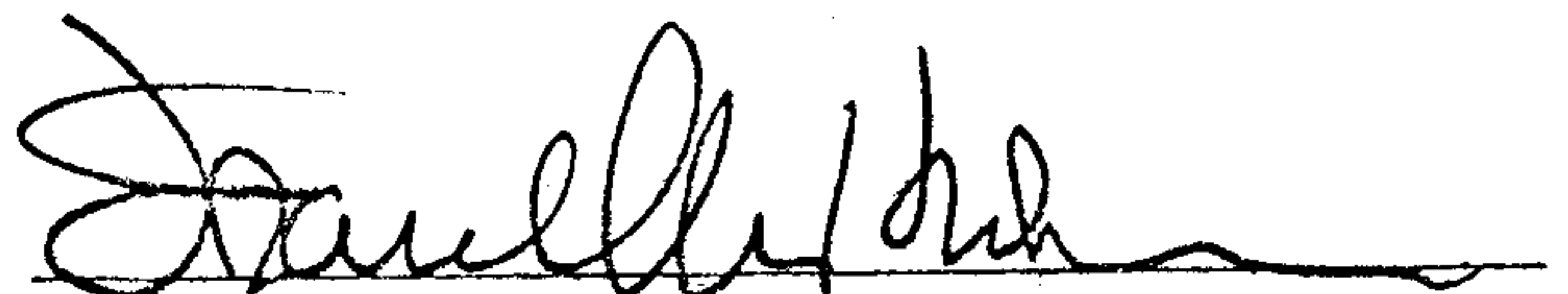
3. Kimberly-Clark does not warrant that the said road is safe or suitable for the Hubners purposes or that the rights granted hereunder are sufficient for such purposes.


4. The Hubners 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 Hubners.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this the 18 day of September 1978.

KIMBERLY-CLARK CORPORATION

By 
F. Gordon Comer, Jr.
Its Division Vice President


Frank M. Hubner


Lexaleigh T. Hubner



19781110000150980 2/3 \$.00
Shelby Cnty Judge of Probate, AL
11/10/1978 12:00:00AM FILED/CERT

BOOK 316 PAGE 141

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 18 day of September 1978.

Mildred Morriss
Notary Public
Alabama State at Large
Commission expires: 5-17-80

STATE OF ALA. SHELBY CO.
I CERTIFY THIS

FILED deputy
REC. 4.50
Dtd 1.00

STATE OF ALABAMA

SHELBY COUNTY)

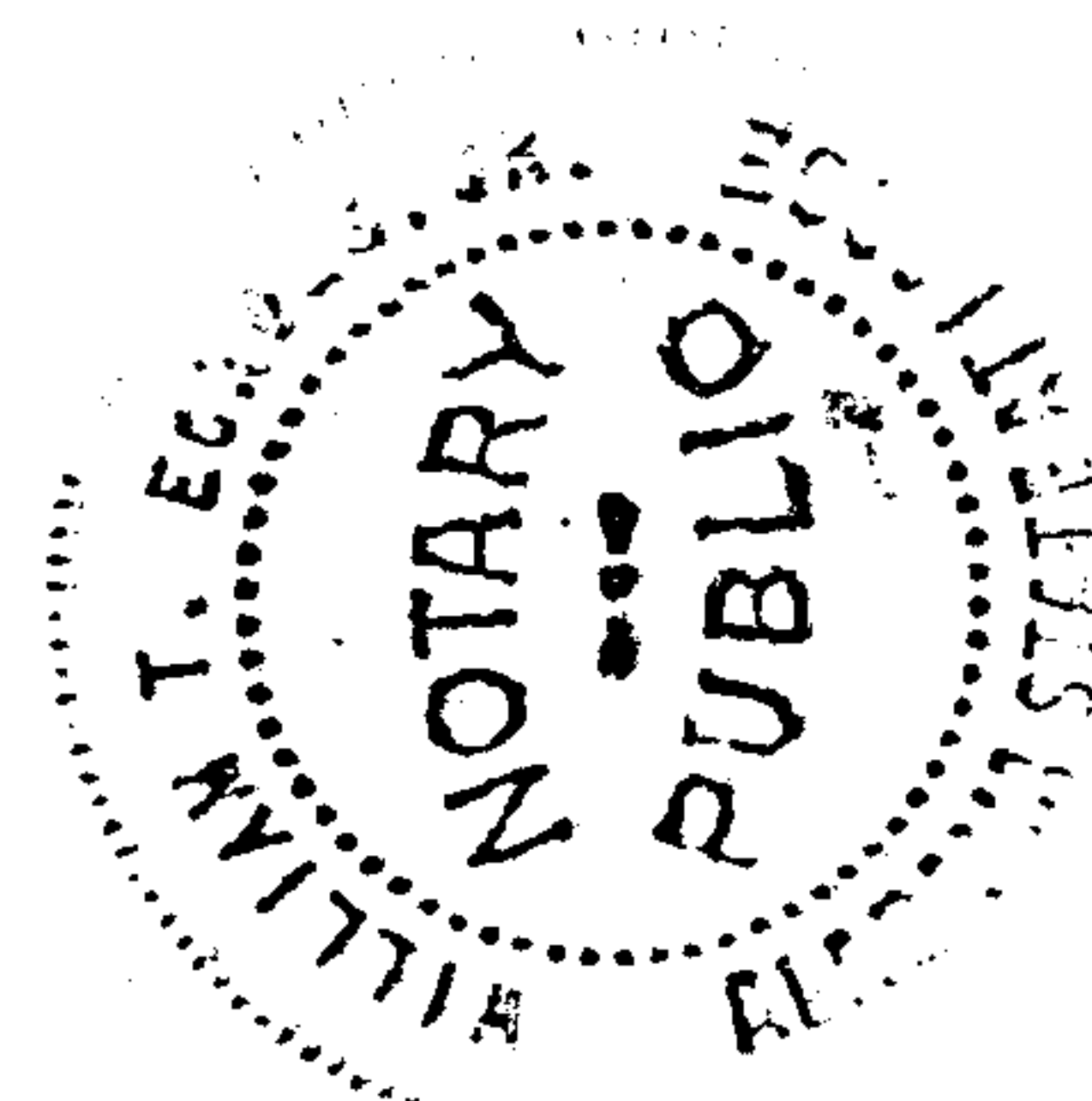
I, William T. Echols Jr. a Notary Public in and for said County, in said State, hereby certify that Frank M. Hubner and wife, Lexaleigh T. Hubner, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that, being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office, this 22 day of SEPTEMBER, 1978.

William T. Echols Jr.
Notary Public
Commission expires 10/20/81
MY COMMISSION EXPIRES OCTOBER 20, 1981



19781110000150980 3/3 \$.00
Shelby Cnty Judge of Probate, AL
11/10/1978 12:00:00AM FILED/CERT



BOOK 316 PAGE 142