

STATE OF ALABAMA)
)
SHELBY COUNTY)

892

KNOW ALL MEN BY THESE PRESENTS, that in consideration of One Hundred Thirty-Three and no/100 Dollars (\$133.00), the receipt of which is hereby acknowledged, KIMBERLY-CLARK CORPORATION, a corporation (hereinafter referred to as Grantor), does hereby grant to BILLY M. PHILLIPS (hereinafter referred to as Grantee) his heirs and assigns, an easement twenty (20) feet in width for the construction and maintenance of a private road on, over and across a strip of land described as follows:

A strip of land containing 0.3 acres, more or less, located in the S $\frac{1}{2}$ of the NE $\frac{1}{4}$, Section 8, Township 21 South, Range 4 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Northeast corner of the S $\frac{1}{2}$ of the NE $\frac{1}{4}$, Section 8, Township 21 South, Range 4 West, thence West along the north line of said parcel a distance of 1056 feet to a point on the west side of an existing, unsurfaced road, which point is the point of beginning. From the point of beginning continue westward along the north line of the S $\frac{1}{2}$ of the NE $\frac{1}{4}$ a distance of 650 feet, thence south a distance of 20 feet, thence east a distance of 650 feet, thence north a distance of 20 feet to the point of beginning.

Grantees, as a condition of this grant, agree to construct a private road on the easement granted, and hereby assume the full obligation of keeping such road in a passable and safe condition at all times, and Grantees agree to indemnify Grantor against any and all liability as might be established or asserted against Grantor in any way connected with the construction or maintenance of such road. Such road, as finally constructed by Grantees, may be improved, or used, by Grantor, its successors or assigns, and shall be used by Grantees, their heirs and assigns. Grantor reserves the right to connect to such road with firebreaks and/or other roads now existing or as Grantor may desire to construct in the future. Grantor shall have no duty to construct, improve, maintain or keep such road in a safe or passable condition of repair, all such obligations being borne by Grantees.

Grantees shall have the right to construct and to maintain a roadway suitable for their purpose and the right, both prior to construction and from time to time thereafter as deemed necessary, to clear timber and other growth from such right of way. The Grantor shall have the right of ingress and egress to and from such strip of land over adjacent lands of Grantor for any purpose.

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✓ Mr. & Mrs. Billy M. Phillips
Route 1 Box 682
May, Alabama 35114

TO HAVE AND TO HOLD the same to BILLY M. PHILLIPS, his heirs
and assigns, forever.

IN WITNESS WHEREOF, Kimberly-Clark Corporation, a corporation, has
caused these presents to be executed by F. G. Comer, Jr., Manager, Coosa
Forest Products, Kimberly-Clark Corporation, who is duly authorized thereto,
on this the 15th day of June 1976.

KIMBERLY-CLARK CORPORATION

Witness:

C. H. Webb

By F. G. Comer, Jr.
F. G. Comer, Jr., Manager
Coosa Forest Products

STATE OF ALABAMA)

TALLADEGA COUNTY)

I, the undersigned notary public, in and for said County, in said
State, hereby certify that F. G. Comer, Jr., whose name as Manager of Coosa
Forest Products of Kimberly-Clark Corporation, a corporation, is signed to
the foregoing conveyance, and who is known to me, acknowledged before me on
this day that, being informed of the contents of the conveyance, he, in such
capacity, and with full authority, executed the same voluntarily for and as
the act of said corporation.

Given under my hand and official seal, this the 15 day of June,
1976.

Decd Tax .50
Rec 5.00
Index 1.00
6.50

Mildred Morriss
Mildred Morriss
Notary Public
Alabama State At Large
Comm. expires: 5-17-80

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

1986 AUG 15 AM 11: 27

Thomas C. Anderson, Jr.
JUDGE OF PROBATE

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