

STATE OF ALABAMA)

SHELBY COUNTY)

1194
QUITCLAIM OF NON-EXCLUSIVE EASEMENT

KNOW ALL MEN BY THESE PRESENTS;

That for and in consideration of the sum of Two Hundred Fifty Dollars and 00/100----- (\$250.00-----) cash in hand paid by Josie Griffin Chamblee, the receipt whereof is hereby acknowledged, Kimberly-Clark Corporation, a corporation (herein "GRANTOR"), does hereby quitclaim unto Josie Griffin Chamblee, and her successors in ownership to the real property described in Exhibit A (herein "GRANTEE"), an easement for ingress and egress by pedestrian or vehicle travel over the following described easement area, said easement area being situated in Shelby County, Alabama:

Fifteen (15) feet either side of a centerline described as: Commence at the Southwest corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, run East along the South line of said $\frac{1}{4}$ Section a distance of 985.00 feet, to the point of beginning; thence turn a deflection angle of 90 deg. 00 min. to the right and run a distance of 20.00 feet, to a county gravel road, and the point of ending. Section 24, Township 20S, Range 2W.

GRANTOR reserves unto GRANTOR, its successors or assigns, the full right to use said easement with the said GRANTEE, in common with others, and reserves further the right to dedicate to a municipality, county, state or other governmental entity the said easement described above, together with any additional land of GRANTOR, for roadway purposes, without consent of any GRANTEE or beneficiary herein.

This easement is made and conditioned upon the following representations, covenants and agreements which the GRANTEE herein, by accepting this easement, expressly acknowledges, agrees, consents and joins:

1. GRANTOR has no obligation to keep said roadway easement in safe condition and the use of the roadway by GRANTEE shall be at GRANTEE's risk and peril.

2. GRANTEE agrees and covenants to release, indemnify, protect and hold harmless the GRANTOR, its successors or assigns, from and against any and all claims and demands by GRANTEE, any member of her family, their employees, their tenants, their guests, their invitees, licensees, or any other persons whomsoever, for damages to property and injury or death to persons (whether or not caused by the GRANTOR's negligence, including, but not limited to, the GRANTOR's contributory negligence, concurring negligence, active negligence and passive negligence) which may arise out of or be caused directly or indirectly by said roadway easement and/or the use of said roadway by GRANTEE, his family, employees, tenants, guests, invitees and licensees, or by GRANTOR or others.

3. GRANTEE shall have the right to maintain and pave the roadway at GRANTEE's expense. The GRANTEE shall also have the right of ingress and egress to and from such roadway easement over adjacent land of GRANTOR for the purpose of maintaining, paving or repairing such roadway. Provided, however, that GRANTOR and others shall not be liable or responsible for, and GRANTEE hereby holds GRANTOR harmless from any damages to said roadway caused by GRANTOR or others both before and after GRANTEE may have maintained, repaired or paved the road.

4. It is understood and agreed between GRANTOR and GRANTEE that this easement, and the covenants and agreements herein, shall be binding upon and enforceable against GRANTOR and GRANTEE, against GRANTOR's successors and assigns, and against GRANTEE's successors in ownership to the real property described in Exhibit A. The continued use or maintenance of the roadway easement by any successor in ownership to the real property described in Exhibit A shall conclusively be deemed their agreement to be bound by all the covenants and agreements herein assumed by GRANTEE, including the agreements of indemnity.

W. E. H. F.

TO HAVE AND TO HOLD unto the said Josie Griffin Chamblee,
and her successors in ownership to the property described in Exhibit A, forever.

IN WITNESS WHEREOF, the GRANTOR has caused this conveyance to be executed
by its respective duly authorized officer on this the 13th day of November,
19 86, for and on behalf of the GRANTOR.

KIMBERLY-CLARK CORPORATION

By R. C. Wakefield
Its Vice President, Forest Products

Witnesses:

C. Webb

Delus S. Fennell

GRANTEE hereby agrees to the above representations, covenants and
agreements:

Josie Griffin Chamblee

STATE OF ALABAMA)

TALLADEGA COUNTY)

I, Kim H. Warren, a Notary Public in and for
said County in said State, hereby certify that R. C. Wakefield
whose name as Vice President, 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, 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, this the 13th day of
November, 19 86.

Kim H. Warren
Notary Public

My commission expires: 9-29-90



BOOK 100 PAGE 730

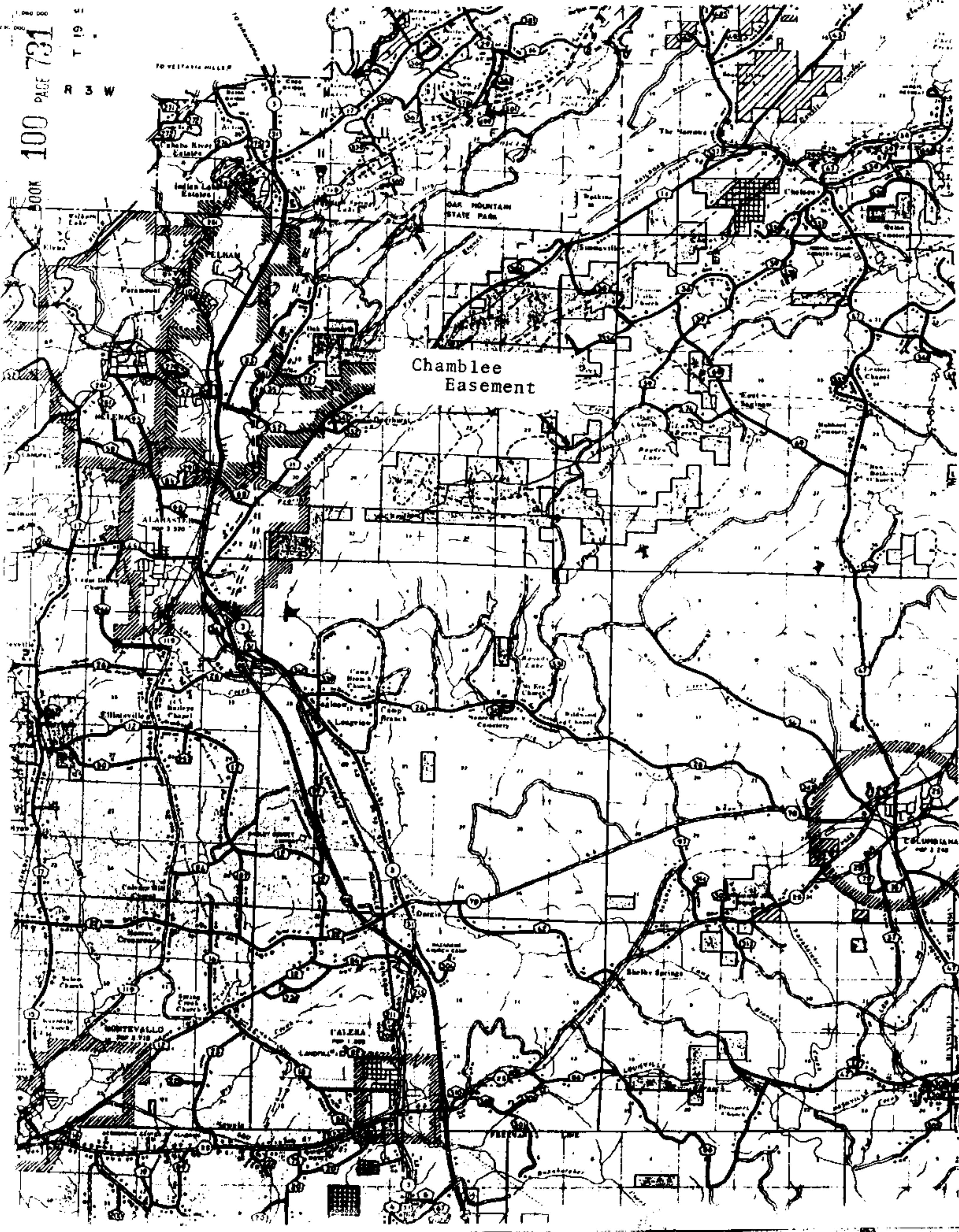
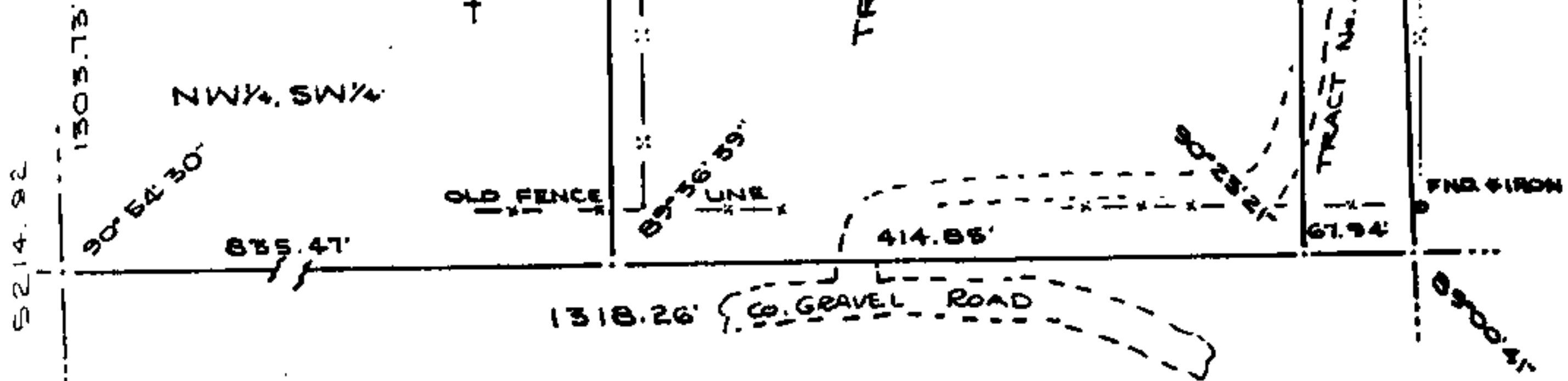


EXHIBIT A

BOOK 100 PAGE 732



STATE OF ALABAMA
COUNTY OF SHELBY

I, Frank W. Wheeler, a Registered Land Surveyor in the State of Alabama, hereby certify that this is a true and correct plat of a survey made by me of two tracts of land in Section 24, Township 20 South, Range 2 West described as follows.

Tract No. 1: Commence at the Southwest corner of the NW 1/4 of the SW 1/4, Sec. 24, T-20-S, R-2-W, thence run East along the South line of said 1/4 Section a distance of 835.47 feet, to the point of beginning; thence turn a deflection angle of 89 deg. 36 min. 39 sec. to the left and run a distance of 662.62 feet; thence turn a deflection angle of 90 deg. 00 min. to the right and run a distance of 414.85 feet; thence turn a deflection angle of 90 deg. 00 min. to the right and run a distance of 659.81 feet; thence turn a deflection angle of 89 deg. 36 min. 39 sec. to the right and run a distance of 414.85 feet to the point of beginning. Situated in the NW 1/4 of the SW 1/4, Sec. 24, T-20-S, R-2-W, Mountville Meridian, Shelby County, Alabama.

Tract No. 2: Commence at the Southwest corner of the NW 1/4 of the SW 1/4, Sec. 24, T-20-S, R-2-W, thence run East along the South line of said 1/4 Section a distance of 1,250.32 feet, to the point of beginning; thence continue in the same direction a distance of 67.94 feet; thence turn a deflection angle of 90 deg. 59 min. 19 sec. to the left and run a distance of 659.84 feet; thence turn a deflection angle of 88 deg. 37 min. 20 sec. to the left and run a distance of 52.08 feet; thence turn a deflection angle of 90 deg. 00 min. 00 sec. to the left and run a distance of 659.81 feet, to the point of beginning. Situated in the NW 1/4 of the SW 1/4, Sec. 24, T-20-S, R-2-W, Mountville Meridian, Shelby County, Ala.

I further certify that there are no encroachments, easements, rights-of-way or joint drives visible above the surface except as shown and that the building and improvements are located within the boundaries as shown.

Also, I have checked the FEMA map and find the above described property not to be in a flood prone area.

This, the 9th Day of July, 1986.

Frank W. Wheeler
Frank W. Wheeler
Ala. Reg. L. S. No. 3385



STATE OF ALABAMA

NOTARY

1986 NOV 18 AM 9:41

JOSIE GRIFFIN CHAMBLEE
JUNE LOWE-AGENT

1. Deed Tax \$ 4.50

2. Mfg. Tax

3. Recording Fee 10.00

4. Indexing Fee 1.00

TOTAL \$ 25.50

FRANK W. WHEELER LAND SURVEYING INC. COLUMBIANA, ALA.	
DATE	JULY 9, 1986
SCALE	1" = 100'
OWNER	JOSIE GRIFFIN CHAMBLEE JUNE LOWE-AGENT
FD-210-P35876	