

DRAFT  
2/29/88

STATE OF ALABAMA  
COUNTY OF SHELBY

This Document Prepared By:  
Kimberly-Clark Corporation  
1400 Holcomb Bridge Road  
Roswell, Georgia 30076

916

### RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Kimberly-Clark Corporation ("Kimberly Clark"), a corporation, for and in consideration of the sum of ONE THOUSAND DOLLARS (\$1,000) and other good and valuable consideration to it in hand paid by South Central Bell Telephone Company (the "Telephone Company"), a corporation, the receipt whereof is acknowledged, does hereby grant to the Telephone Company its licensees, successors, assigns and allied and associated companies a right-of-way easement to construct, operate, add or remove such lines or systems of communications or related services as the Telephone Company may require, from time to time, consisting of buried and underground cables and wire under a strip of land ten feet (10') wide across lands in Shelby County, Alabama in the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 33, Township 21S, Range 1W, and more specifically described on the Telephone Company's drawing attached hereto as Exhibit A (the "Easement Property"), and to the full extent Kimberly-Clark has the power to grant, if at all, along and under the roads, streets or highways adjoining or through said Easement Property. Kimberly-Clark further grants to the Telephone Company or any other person, firm or corporation acting on behalf of the Telephone Company the right of ingress and egress to and from the Easement Property to clear the Easement Property and keep it cleared of all trees, undergrowth or other obstructions.

The Telephone Company shall defend, indemnify and hold harmless Kimberly-Clark, its directors, officers, employees and agents from and against any and all claims, liabilities, losses, damages, actions, suits, costs and expenses whatsoever, including attorneys' fees, arising out of or resulting from any injury or death of persons or damage or destruction of property related in any way to the Telephone Company's use of the Easement Property.

In the event that the easement described herein is abandoned and not used by the Telephone Company or its successors or assigns for a period of one year, the title for such easement shall revert in Kimberly-Clark or its successors or assigns.

Kimberly-Clark shall have the right to cultivate and use the Easement Property for any purpose not inconsistent with the rights which the Telephone Company may from time to time exercise hereunder.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized representatives on this 18th day of March, 1988.

WITNESS:

Kim H. Warren

KIMBERLY-CLARK CORPORATION

By: R. C. W. [Signature]

WITNESS:

Michael G. Bailey

SOUTH CENTRAL BELL TELEPHONE COMPANY

By: [Signature]  
Operations Manager



SCB ROW # C-0854

EXHIBIT "A"



10' EASEMENT

BOOK 179 PAGE 719-A

1311' DIRT RD.

KIMBERLY  
CLARK  
PROPERTY

WAXAHATCHEE CREEK

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

88 APR 12 PM 2:45

*Thomas A. Snowden, Jr.*  
JUDGE OF PROBATE

1. Deed Tax \$ 50

2. Mig. Tax 500

3. Recording Fee 100

4. Indexing Fee 650

TOTAL 1300