

STATE OF ALABAMA )  
SHELBY COUNTY )

2710

GRANT OF NON-EXCLUSIVE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid by HENRY M. WILSON, SR. (herein "GRANTEE"), the receipt whereof is hereby acknowledged, KIMBERLY-CLARK CORPORATION, a corporation (herein "GRANTOR"), does hereby grant unto HENRY M. WILSON, SR. and his successors in ownership to the real property described below, 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 in the SE-1/4 of the SE-1/4, Section 8, Township 19 South, Range 2 East, and more particularly described as follows:

A certain parcel or tract of land located in the southeast quarter of the southeast quarter of Section 8, Township 19 South, Range 2 East, Shelby County, to be used as a road by the Grantee, said easement is to include all land seven and one-half (7-1/2) feet either side of, perpendicular from and parallel to the following described centerline:

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Begin at a point on the south side of the SW-1/2 of SE-1/4 of Section 8, Township 19 South, Range 2 East, where Shelby County Highway 83 crosses said point; proceed in an easterly direction along the centerline of Highway 83 for 562 feet to a point; thence south 8 degrees east for 30 feet to the point of beginning of said easement; thence south 30 degrees west for 97 feet to a point; thence south 26 degrees west for 33 feet to a point on the south boundary of the SE-1/4 of the SE-1/4 of Section 8, Township 19 South, Range 2 East.

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 any 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 GRANTEE or any 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. It is understood that the trucks or other heavy equipment of GRANTOR, or others, due to their size, weight, and method of operation, may block the roadway easement area from time to time, and will periodically, in their normal method of operation, cause damage to said roadway easement making it impassable for indefinite periods of time. It is understood and agreed that GRANTOR, at such times as it may block the roadway easement, or damage it to such an extent to make it impassable or otherwise, shall have no obligation or responsibility to provide an alternate easement or route, or to make repairs of any nature on said roadway easement.

2. GRANTEE shall defend, indemnify and hold harmless GRANTOR, its directors, officers, employees and agents from and against any and all claims, liabilities, losses, damages, actions, suits, costs and expenses whatsoever, including attorney's 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 GRANTEE'S use of the easement property.

3. 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.

Wm Hallmarks

4. GRANTOR or its successors and/or assigns shall have the right to install and maintain within the boundaries of the easement herein granted electrical transmission lines, telephone lines or telegraph lines, pipe lines, railroad tracks, buildings and structures and roads or ways of any description at any point whatsoever, either at grade, above grade, or below grade, provided that the exercise of said rights shall not interfere with the use by GRANTEE of the easement granted herein.

5. GRANTEE acknowledges and understands that GRANTOR and others will from time to time operate trucks and other dangerous equipment on or in close proximity to said roadway and GRANTEE herein assumes the risks of using the roadway while such trucks and other equipment are being operated by GRANTOR and others.

6. 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.

7. 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 above. The continued use or maintenance of the roadway easement by any successor in ownership to the real property described above shall conclusively be deemed their agreement to be bound by all the covenants and agreements herein assumed by GRANTEE, including the agreements of indemnity.

8. In the event that the easement described herein is abandoned and not used by GRANTEE or its successors or assigns for a period of one (1) year, such easement shall revert in GRANTOR or its successors or assigns.

IN WITNESS WHEREOF, the GRANTOR has caused this conveyance to be executed by its respective duly authorized officer on this the 24<sup>th</sup> day of June, 1991, for and on behalf of the GRANTOR.

KIMBERLY-CLARK CORPORATION  
U. S. PULP AND NEWSPRINT

By: B. H. Knight  
Title: Vice President, Forest Products

WITNESS:

C. Rigdon Hitchcock

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STATE OF ALABAMA )

COUNTY OF TALLADEGA )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **B. H. KNIGHT**, 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 24th day of June, 1991.

Kim H. Warren

Notary Public State at Large

My Commission Expires 9-29-94

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

91 AUG -8 AM 9:41

John P. [Signature]  
JUDGE OF PROBATE

1. Land Tax	1.50
2. Mfg. Tax	7.50
3. Recording Fee	3.00
4. Notary Fee	1.00
5. No Tax Fee	1.00
6. Other Fees	
Total	12.00