

STATE OF ALABAMA)

COUNTY OF SHELBY)

GIFT OF PUBLIC ROAD
RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned KIMBERLY-CLARK CORPORATION ("GRANTOR"), a corporation, gives and conveys to SHELBY COUNTY ("GRANTEE"), a public entity, without warranty, a right-of-way or easement upon which to construct, operate, maintain and repair a public road as GRANTEE may require from time to time, consisting of a strip of land sixty (60) feet wide across lands in Shelby County, Alabama, described as follows:

A certain right-of-way located in the Southeast Quarter of the Southwest Quarter, Section 23, Township 18 South, Range 1 East, such right-of-way being 60 feet in width (30 feet either side of the centerline thereof) and being 954 feet in length and described as follows:

Commence at the Northeast corner of the Southeast Quarter of the Southwest Quarter, Section 23, Township 18 South, Range 1 East and run west along the said quarter-quarter line for 525 feet to a point in the center of the Twin Pines Road, said point being the point of beginning of the easement right-of-way; thence proceed in a southwesterly direction for a distance of 954 feet to a point on the west line of the Southeast Quarter of the Southwest Quarter of Section 23, Township 18 South, Range 1 East, said point being the point of ending. Such strip is shown in red on the drawing (titled "Twin Pines Road Easement" drawn by Walter Schoel Engineering Company) attached hereto as Exhibit A.

GRANTOR further conveys unto GRANTEE the right and privilege of use of such easement, solely for a public road, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof for such purposes, including the right of ingress to and egress from such easement, the right to cut and keep clear all trees, undergrowth and other obstructions thereon when deemed reasonably necessary for the avoidance of danger, damage or interference with such road:

1. GRANTOR reserves the absolute right to cross such easement at any point along its route (such crossing points to be solely determined by GRANTOR) with heavily loaded logging trucks or other vehicles or equipment, in its management and logging of GRANTOR'S property lying on either side of such easement.

2. In the event the easement granted herein is abandoned and not used by GRANTEE for a period of one year, title thereto shall automatically revert to GRANTOR.

3. GRANTEE hereby accepts the within easement, as a county public road, and shall be responsible henceforth for all activities thereon as provided by the laws of the State of Alabama.

4. GRANTOR reserves the rights to install and maintain (or to grant such rights to others) within the boundary of the easement herein granted electrical, telephone and communication lines and facilities; gas or other pipelines or facilities;

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easements for any purposes; and roads or ways of any description; all at any point whatsoever, either at, above, or below grade, provided the exercise of such rights shall not unreasonably interfere with the use by GRANTEE of the easement granted herein.

5. The right-of-way easement granted herein is subject to prior easements granted to Coosa Valley Electric Cooperative, Incorporated and Sterrett-Vandiver Water Corporation.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized representatives on this 6TH day of OCTOBER, 1992.

WITNESS:

KIMBERLY-CLARK CORPORATION

C. R. Hatchcock

By: B. H. Knight
B. H. Knight
President
U. S. Pulp and Newsprint

WITNESS:

SHELBY COUNTY COMMISSION

Myra B. Marco

By: Leon Archer
Leon Archer
Chairman
Shelby County Commission

STATE OF ALABAMA)

COUNTY OF TALLADEGA)

I, Kim H. Warren, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that B. H. Knight, whose name as President, U. S. Pulp and Newsprint, 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 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 this 6th day of October, 1992.

Kim H. Warren
Notary Public State at Large
My Commission Expires: 9-29-94

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, Connie R. Davis, a Notary Public in and for said County, in said State, hereby certify that Leon Archer, whose name as Chairman, Shelby County Commission, 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 instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said county.

Given under my hand and official seal this 8 day of September, 1992.

Connie R. Davis
Notary Public State At Large
My Commission Expires: 12-17-94

WEST LINE

NORTH LINE

SEP 1

NORTHEAST CORNER

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SECTION 23, TOWNSHIP 18 SOUTH, RANGE 1 EAST
S.E. 1/4 of S.W. 1/4

KIMBERLY-CLARK

TO STEWETT-LANDOVER WATER CORPORATION EASEMENT
TO COOSA VALLEY ELECTRIC COOPERATIVE, INC. EASEMENT

TWIN PINES ROAD EASEMENT

EXHIBIT "A"

WALTER SCHOEL ENGINEERING CO.
CONSULTING ENGINEERS
BIRMINGHAM, ALABAMA