

STATE OF ALABAMA )

COUNTY OF SHELBY )

NON-EXCLUSIVE PRIVATE ROAD EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Five Hundred Dollars (\$500.00), in hand paid by TEX SMITH (herein "GRANTEE"), the receipt whereof is hereby acknowledged, KIMBERLY-CLARK CORPORATION, a corporation (herein "GRANTOR"), does hereby grant, to the extent of its interest, unto GRANTEE, an easement on which to construct, operate, maintain and repair a private road as the GRANTEE may require over the following described strip of land, thirty (30) feet in width, located in the South one-half of the Northeast Quarter, Section 5, Township 22 South, Range 1 West, Shelby County, Alabama, and lying fifteen (15) feet either side of the following described centerline:

Commence at the Southeast corner of the Southwest Quarter of the Northeast Quarter of Section 5 and run N88°26'57"W along the south boundary for 29.71 feet to a point in the center of a dirt road and the point of beginning; thence N14°47'50"E for 77.74 feet; thence N31°52'20"E for 79.47 feet; thence N47°40'22"E for 331.29 feet; thence N36°40'48"E for 126.55 feet; thence N62°43'24"E for 127.92 feet; thence S70°30'12"E for 222.04 feet; thence S73°48'03"E for 220.28 feet; thence S79°56'16"E for 117.24 feet; thence N76°45'08"E for 122.24 feet to the centerline of Donaldson Road, a road maintained by prescriptive rights by the Shelby County Highway Department, and the point of end of said easement.

The route of such easement is shown in red on a drawing attached hereto as Exhibit A.

For the consideration aforesaid, the GRANTOR further grants unto the GRANTEE the right and privilege of use of such easement for a private roadway, 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

420 Donaldson Rd.  
Columbiana 23505'

04/12/1994-12082  
02:35 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
006 MCD 21.50

Inst # 1994-12082

with such road provided, however, that this easement is made and conditioned upon the following representations, covenants and agreements, which the GRANTEE, by accepting this easement, expressly acknowledges, agrees and consents to, and joins in:

1. GRANTOR reserves the full right to use such easement in common with GRANTEE, and any entity having any rights therein, and reserves the right to dedicate such easement for public roadway purposes, without consent of GRANTEE or any other entity.

2. GRANTOR has no obligation to keep and maintain the roadway in safe condition and the use of the easement by GRANTEE or any other entity shall be solely at the user's risk and peril.

3. GRANTEE agrees, and at its own expense, to construct, improve and maintain such road, for its use. GRANTEE further agrees to stabilize the road by using diversion ditches, waterbars, silt screens, seeding and mulching, or other approved stabilization methods as may be necessary. All soil stabilization measures shall be at GRANTOR'S specifications or State's best management practices for roads and shall satisfy all local, state, and federal regulations now in existence or as may be hereinafter enacted.

4. GRANTOR reserves the rights to use and enjoy the property subject to the easement for growing timber, and for any and all purposes including, but not limited to, the installation and maintenance (or to grant such rights to others) within the boundary of the easement herein granted, of electrical, telephone and communication lines and facilities; gas or other pipelines or facilities; railroad tracks and facilities; all at any point whatsoever, either at, above, or below grade, provided the exercise of such rights shall not interfere with the use by GRANTEE of the easement granted herein.

5. GRANTOR reserves the absolute right to cross such easement at any point along its route (such crossing point or 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, even though such usage shall interfere with usage under the easement granted herein.

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

7. GRANTOR shall not be liable or responsible for, and GRANTEE hereby agrees to hold GRANTOR harmless from, any damages to the road caused by GRANTOR, including, but not limited to, damages in connection with the construction of any road on or across the easement area, to allow the use of the vehicles and equipment described herein, or otherwise. GRANTEE also agrees that its facilities are placed on such easement, at its own risk of their being damaged by GRANTOR'S heavy equipment in carrying out the activities herein described. GRANTOR agrees to make reasonable repairs for any damage that it may make on any road on or across the easement area.

8. GRANTEE agrees and covenants to release, indemnify, protect and hold the GRANTOR, its officers, directors, employees, successors or assigns, harmless from, and against, any and all claims and demands by GRANTEE, its employees, agents contractors, or any other persons whomsoever, for damages to property and injury or death to persons which may arise out of or be caused directly or indirectly by its road and/or the construction or installation, or by the use, of such road by GRANTEE, its employees, agents, contractors, invitees, licensees or any other persons whomsoever, and even though caused by GRANTOR or others as a result of damage to such road as a result of any activities of GRANTOR as are alluded to herein.

9. GRANTOR and GRANTEE agree that this easement, and the covenants and agreements herein, shall be binding upon and enforceable by GRANTOR and against GRANTEE. The continued use or maintenance of the easement area, the road, by any successor in

ownership to the road shall conclusively constitute such user's agreement to be bound by all the covenants and agreements herein assumed by GRANTEE, including the agreements of indemnity.

10. No permit, or assignment by GRANTEE, of any right to use the road provided for herein shall be valid or effective unless first approved in writing by GRANTOR.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized representatives on this 12<sup>th</sup> day of April, 1994.

WITNESS:

KIMBERLY-CLARK CORPORATION  
A CORPORATION

C. Rigdon Hitchcock

By:

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

WITNESS:

ACCEPTED BY:

Sonia Simmons

By:

Tex Smith  
Tex Smith

STATE OF ALABAMA )

COUNTY OF TALLADEGA )

I, Kim H. Wasson, 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, **KIMBERLY-CLARK 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 the 12<sup>th</sup> day of April, 1994.

Kim H. Wasson  
Notary Public

My Commission Expires: 9-29-94

SEAL

STATE OF ALABAMA )

COUNTY OF Shelby )

I, Sonia Simmons, a Notary Public in and for said County in said State, hereby certify that **TEX SMITH**, whose name 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, executed the same voluntarily.

Given under my hand and official seal, this the 17<sup>th</sup> day of April, 1994.

Sonia Simmons  
Notary Public

My Commission Expires: 10/16/95

SEAL

