

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 One Hundred and No/100 Dollars (\$100.00), in hand paid by **RANDALL H. GOGGANS** (herein "**GRANTEE**"), the receipt whereof and sufficiency of which 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 Northwest Quarter of the Southwest Quarter, Section 36, Township 18 South, Range 1 East, Shelby County, Alabama, and lying thirty (30) feet south of the following described line:

Commence at the Northeast corner of the Northwest Quarter of the Southwest Quarter, Section 36, Township 18 South, Range 1 East; run West along the North line of said Quarter/Quarter for 1,318.67 feet to the Northwest corner of said Quarter/Quarter; thence turn an angle to the left of 90°26' and run South along the West line of said Quarter/Quarter for 873.41 feet to a point in a graded road and the point of beginning; thence turn an angle to the left of 79°20' and run 64.2 feet; thence turn an angle to the right of 08°18' and run 67.85 feet; thence turn an angle to the right of 10°09'40" and run 97.6 feet; thence turn an angle to the left of 12°30' and run 111.18 feet; thence turn an angle to the right of 09°36' and run 185.81 feet; thence turn an angle to the left of 41°52' and run 67.24 feet; thence turn an angle to the right of 16°10' and run 113.8 feet; thence turn an angle to the right of 10°01'40" and run 218.25 feet; thence turn an angle to the left of 05°11'30" and run 188.67 feet; thence turn an angle to the right of 07°06' and run 86.79 feet; thence turn an angle to the left of 22°38'40" and run 225.5 feet to a point on the East line of said Quarter/Quarter and the point of ending.

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 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

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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 his own expense, to construct, improve and maintain such road, for his 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 Forestry and shall satisfy all local, state, and federal regulations now in existence or as may be hereinafter enacted.

4. **GRANTOR** reserves the right 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 be liable or responsible for, and shall repair at its expense, any damages to the road caused by **GRANTOR**, its agents, servants, employees, affiliates, licensees, contractors, sublessees, or invitees, 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.

8. **GRANTEE** shall indemnify and hold harmless **GRANTOR**, its officers, directors, agents, servants, employees, affiliates, licensees and invitees (the "Persons Indemnified") from and against any and all loss, damage or liability, including, but not limited to, environmental loss, damage, or liability, resulting from demands, claims, suits or actions of any character presented or brought from any injuries (including death) to persons and for damages to property (including property of **GRANTEE**, his servants, employees, licensees, contractors, sublessees or invitees) or violations of law caused by or arising out of the use and enjoyment of the road easement by **GRANTEE**, his agents, servants, employees, licensees, contractors or invitees, or caused by or arising out of **GRANTEE'S** activities under this road easement in any way associated with the performance of obligations under this road easement, in whatever manner the same may be caused, and whether or not the same be caused by or arise out of the joint, concurrent or contributory negligence of any person or entity of the Persons Indemnified. Provided, however, that **GRANTEE** shall not be liable for the sole negligence or intentional acts of any of the Persons Indemnified. The indemnify provided in this paragraph is intended for the benefit of **GRANTOR** and also for the benefit of the Persons Indemnified.

9. **GRANTOR** and **GRANTEE** agree that this easement, and the covenants and agreements herein, shall be binding upon and enforceable by **GRANTOR** and **GRANTEE** for and against each other. The continued use and maintenance of the easement area, the road, by **GRANTEE**, or by any successor in ownership to **GRANTEE'S** interest, 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. Said easement shall benefit the Northeast Quarter of the Northwest Quarter, the South One-Half of the Northwest Quarter, the West One-Half of the East One-Half, and the Northeast Quarter of the Southeast Quarter, all in Section 35, Township 18 South, Range 1 East, Shelby County, Alabama, owned by **GRANTEE**, together with any additional real property hereinafter acquired by **GRANTEE** which is contiguous to **GRANTEE'S** lands and shall run with the land, subject to all conditions of this instrument.

10. No permit, or assignment by **GRANTEE**, or his successors in interest, of any right to use the road provided for herein to any person or entity not holding an interest in the benefitted property shall be valid or effective unless first approved in writing by **GRANTOR**; and no permit or assignment shall

be given or use permitted by or through GRANTEE, or his successors in interest, for the benefit of any other real property.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized representatives on this the 14<sup>th</sup> day of FEBRUARY, 1996.

WITNESS:

KIMBERLY-CLARK CORPORATION  
A CORPORATION

[Signature]

By: [Signature]  
R. F. Werling  
Its: Director, Forest Products

WITNESS:

ACCEPTED BY:

[Signature]

[Signature]  
Randall H. Goggans

STATE OF ALABAMA )  
TALLADEGA COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that RICHARD F. WERLING whose name as DIRECTOR, FOREST PRODUCTS, U.S. PULP AND NEWSPRINT, of 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 this 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 14<sup>th</sup> day of February, 1996.

[Signature]  
Notary Public  
My Commission Expires: 9-23-98

STATE OF ALABAMA )  
Jefferson COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that RANDALL H. GOGGANS, 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 this instrument, he, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 13<sup>th</sup> day of February, 1996.

[Signature]  
Notary Public  
My Commission Expires: MY COMMISSION

**PART OF ALABAMA  
SHELBY COUNTY**

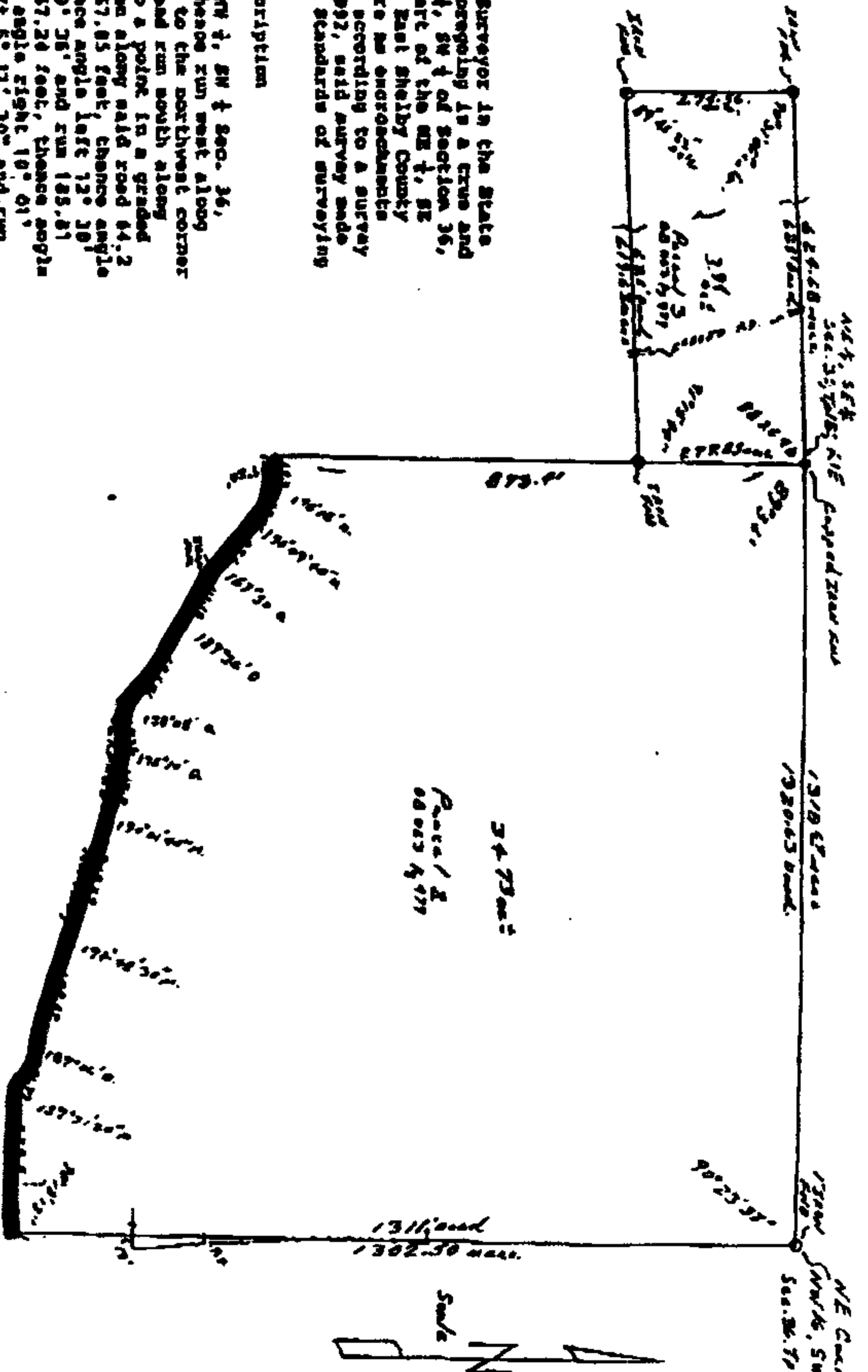
Charles A. Brown, a registered land surveyor in the State of Alabama, do hereby certify that the foregoing is a true and correct map or plat of a part of the NW 1/4, SW 1/4 of Section 36, Township 18 South, Range 1 East, and a part of the NE 1/4, SE Section 35, Township 18 South, Range 1 East Shelby County Alabama. I further certify that there are no encroachments visible or known to me, except as shown, according to a survey completed by me this 20th day of March 1992, said survey made in accordance with the minimum technical standards of surveying in the State of Alabama.

**Parcel 2 Description**

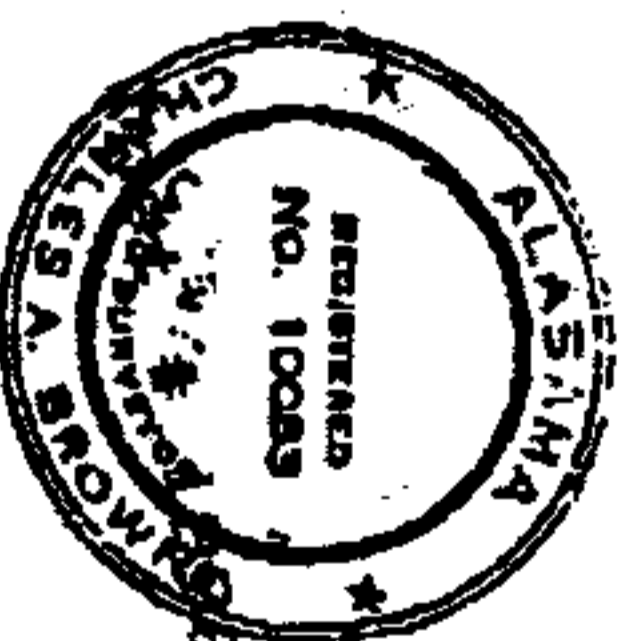
Commence at the Northeast corner of the NW 1/4, SW 1/4 Sec. 36, T. 18S, R. 1E, for point of beginning, thence run west along the north line of said 1/4 1318.67 feet, to the Northwest corner of said 1/4, thence angle left 90° 26' and run south along the west line of said 1/4, 873.43 ft. to a point in a graded roadway, thence angle left 79° 28' and run along said road 64.2 feet, thence angle right 8° 16' and run 67.85 feet, thence angle right 10° 06' 40" and run 87.6 feet, thence angle left 12° 30' and run 111.18 feet, thence angle right 9° 36' and run 185.81 feet, thence angle left 41° 52' and run 67.24 feet, thence angle left 16° 10' and run 113.8 feet, thence angle right 10° 01' 31' and run 218.25 feet, thence angle left 5° 17' 30" and run 86.67 feet, thence angle right 7° 06' and run 86.79 feet, thence angle left 32° 38' 40" and run 235.5 feet to a point on the east line of said 1/4, thence angle left 89° 46' 47" and run north along said line 1302.5 feet to point of beginning. said parcel containing 36.73 acres more or less.

**Parcel 3 Description**

Commence at the Northeast corner of NE 1/4, SE 1/4 Sec. 35, T. 18S, R. 1E for point of beginning. Thence run west along the north line of said 1/4, 624.68 feet to an existing iron corner, thence angle left 83° 28' 54" and run 274.56 feet to an existing iron corner, thence angle left 90° 13' 38" and run 619.63 feet to an existing iron on the east line of said 1/4, thence angle left 8° 44' 16" and run north along said 1/4 line 277.85' to point of beginning, said parcel containing 3.94 acres, more or less.



*Charles A. Brown*  
Charles A. Brown  
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4413 Clairmont Avenue  
Birmingham, Alabama 35222  
Phone 395-5480



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