

STATE OF ALABAMA )  
SHELBY COUNTY )

UNDERGROUND ELECTRICAL UTILITY FACILITIES EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Five Hundred and No/100 Dollars (\$500.00) and other good and valuable consideration, in hand paid by COLONIAL PIPELINE COMPANY, a corporation (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 two (2) feet in width, on which to construct, operate, maintain and repair underground electrical utility facilities as the GRANTEE may require over the following described strip of land two (2) feet in width, located in the Southeast Quarter of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter, Section 8, Township 21 South, Range 4 West, Shelby County, Alabama, and described as follows:

Commence at the Southeast corner of Section 8, Township 21 South, Range 4 West, Shelby County, Alabama; thence run North 2°18'52" West along the East boundary of said Section 8 for 1250.49 feet to a point on the edge of a woods road and the Point of Beginning; thence North 62°6'11" West for 100.15 feet; thence North 62°10'18" West for 271.44 feet; thence North 58°00'47" West for 129.48 feet; thence North 50°56'03" West for 118.47 feet; thence North 44°47'12" West for 73.70 feet; thence North 33°00'40" West for 60.13 feet; thence North 25°30'52" West for 57.60 feet; thence North 15°17'46" West for 38.57 feet; thence North 06°46'08" West for 196.01 feet; thence North 00°39'50" West for 53.50 feet; thence North 12°14'32" West for 122.81 feet; thence North 18°07'02" West for 177.69 feet; thence North 08°36'14" West for 48.32 feet; thence North 04°45'38" West for 115.71 feet; thence North 08°32'56" West for 78.84 feet; thence North 15°36'46" West for 106.20 feet; thence North 19°30'46" West for 71.97 feet; thence North 21°02'44" West for 172.87 feet; thence North 17°07'02" West for 178.13 feet; thence North 16°33'39" West for 242.40 feet; thence North 11°19'49" West for 44.02 feet; thence North 01°48'44" West for 35.73 feet; thence North 03°25'40" East for 44.40 feet; thence North 04°07'15" West for 25.0 feet; more or less to a white painted line, and the Point of Ending.

The route and exact location of such easement is shown in red on Exhibit A hereto.

For the consideration aforesaid, the GRANTOR further grants unto the GRANTEE the right and privilege of use of such easement for an underground electrical line, and all other electrical utility facilities useful therewith, 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 electrical line facilities, provided, however, that this easement is made and conditioned upon

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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**.

2. **GRANTOR** has no obligation to keep and maintain the easement area in safe condition and the use of the easement area by **GRANTEE**, its agents, employees or assigns shall be at its risk and peril.

3. **GRANTOR** reserves the right to use and enjoy the property subject to the easement 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; 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 interfere with the use by **GRANTEE** of the easement granted herein.

4. **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 lying on either side of such easement, even though such usage shall interfere with usage under the easement granted herein.

5. **GRANTEE** agrees to place all underground electrical lines and appurtenances at a sufficient depth, a minimum of 36 inches, so as not to interfere with road construction and maintenance, logging, land clearing, tree planting, use of fire plows, and other activities related to **GRANTOR'S** management of its adjacent woodlands.

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 and underground electrical facilities 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.

8. GRANTEE agrees and covenants to release, indemnify, protect and hold harmless the GRANTOR, its successors or assigns, 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 underground electrical facilities, by GRANTEE, its employees, agents, contractors, invitees, licensees or any other persons whomsoever.

9. GRANTOR grants to GRANTEE a strip of land fifteen (15) feet in width and parallel to the above described easement area for its use as a temporary construction easement. This temporary construction easement shall expire six (6) months from the date written below.

10. 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, underground electrical facilities, by any successor in ownership to the underground electrical facilities 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.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized representatives on this 26<sup>TH</sup> day of FEBRUARY, 1996.

WITNESS:

KIMBERLY-CLARK CORPORATION

[Signature]

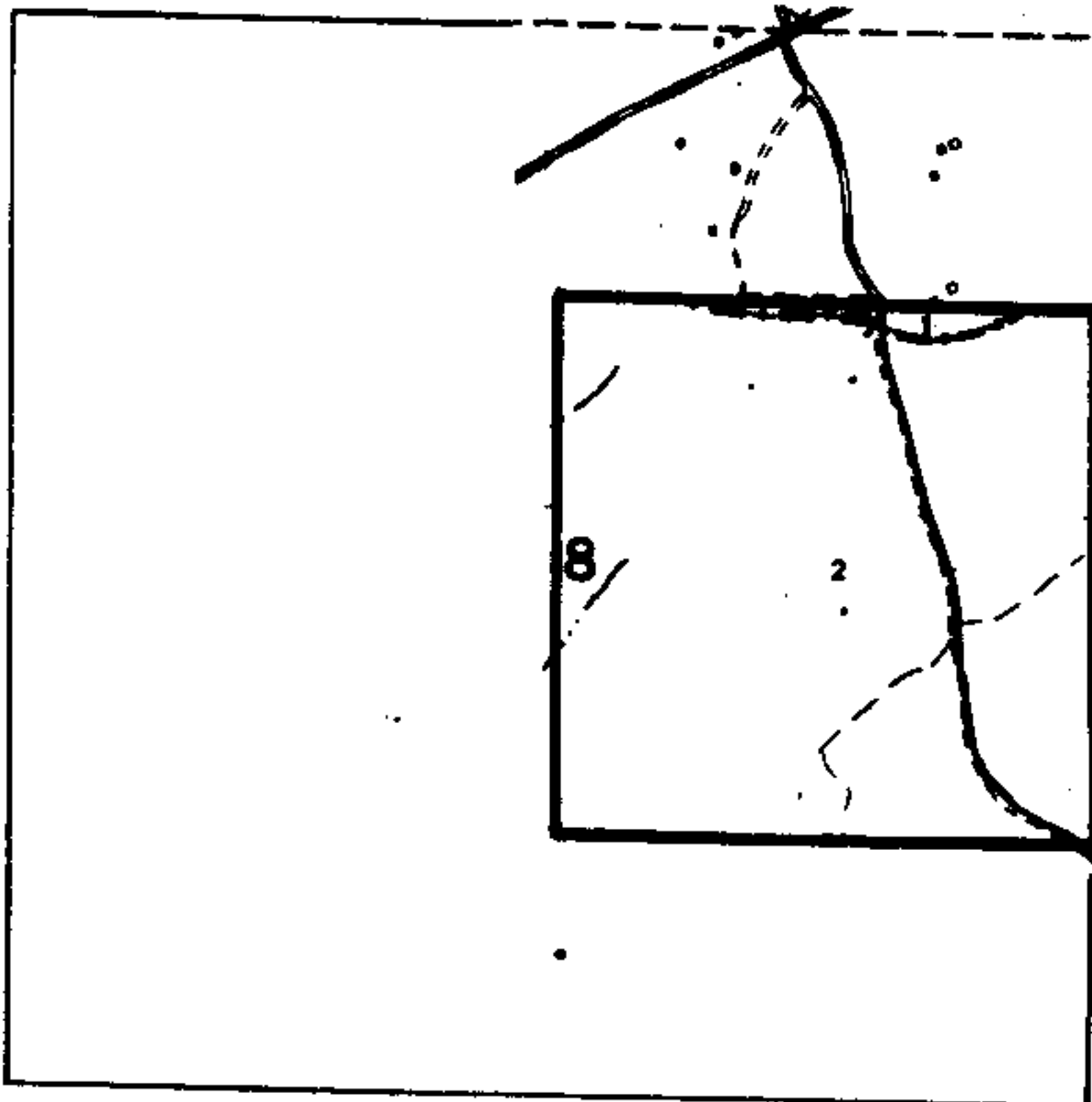
By: [Signature]  
R. F. Werling  
Director, Forest Products  
U.S. Pulp and Newsprint

WITNESS:

COLONIAL PIPELINE COMPANY

[Signature]

By: [Signature]  
Its: Vice President



## COMPARTMENT 6052

## TRACT 1

| SECTION | TOWNSHIP | RANGE |
|---------|----------|-------|
| 8       | 21 S     | 4 W   |

TOTAL ACRES 156.5

| STAND TYPE NO. | FOREST ACRES | NON-FOR. ACRES |
|----------------|--------------|----------------|
|----------------|--------------|----------------|

|   |      |       |     |
|---|------|-------|-----|
| 1 | NS   | 3.4   | 0.0 |
| 2 | P-72 | 150.1 | 3.0 |

|        |  |       |     |
|--------|--|-------|-----|
| TOTALS |  | 153.5 | 3.0 |
|--------|--|-------|-----|



STATE OF ALABAMA )  
COUNTY OF TALLADEGA )

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 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 26<sup>th</sup> day of February, 1996.

Kim H. Warren  
Notary Public

SEAL

My Commission Expires: 9-23-98

<sup>Georgia</sup>  
STATE OF ~~ALABAMA~~ )  
<sup>Fulton</sup>  
COUNTY OF ~~SHELBY~~ )

I, Santa L. Hunter, a Notary Public in and for said County in said State, hereby certify that V. A. Marlborough, whose name as Vice President of **COLONIAL PIPELINE COMPANY**, 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 16<sup>th</sup> day of February, 1996.

Santa L. Hunter  
Notary Public

SEAL

My Commission Expires: 1/11/98

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