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50038124

This document was prepared by:  
Kimberly-Clark Corporation  
17589 Plant Road  
Coosa Pines, AL 35044-0561

STATE OF ALABAMA )  
SHELBY COUNTY )

**NON-EXCLUSIVE PRIVATE ROAD EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS**, that for and in consideration of the sum of One and No/100 Dollar (\$1.00), in hand paid by **ALABAMA POWER COMPANY**, a corporation, (herein "**GRANTEE**"), the receipt whereof and sufficiency of which is hereby acknowledged, **KIMBERLY-CLARK CORPORATION**, a Delaware 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, solely for private access to its lands served thereby, and with such rights vesting in the heirs, successors and assigns of **GRANTEE** to such land over a strip of land, thirty (30) feet in width, located in the East One-Half of the Northeast Quarter Section 14, Township 21 South, Range 5 West, Shelby County, Alabama.

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, solely to and for the benefit of **GRANTEE**, 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 private road easement in common with **GRANTEE**, and any entity having any rights therein, and reserves the right to dedicate such easement for public roadway purposes, or to grant others a nonexclusive easement therefor, without consent of **GRANTEE** or any other entity.

01/27/1997-02632  
10:01 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
005 MEL 19.00

Inst # 1997-02632

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, to the extent deemed necessary by **GRANTEE** 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 Forestry 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. **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.
7. **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 their 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.

8. **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 **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.
9. No permit, or assignment by **GRANTEE**, or its successors or interest, of any right to use the road provided for herein to any person or entity not holding an interest in the benefited 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 their 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 4<sup>TH</sup> day of December, 1996.

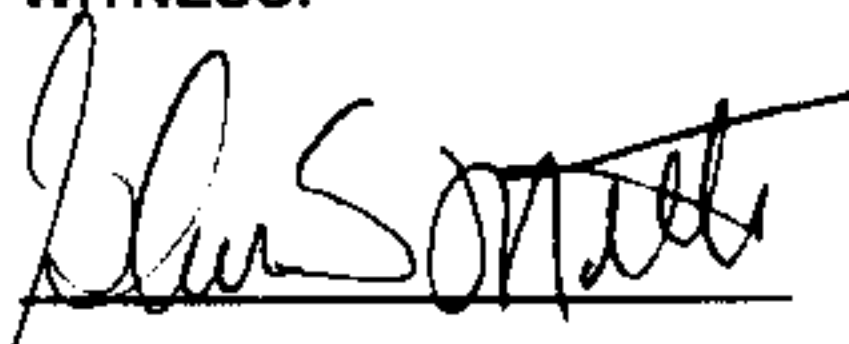
WITNESS:



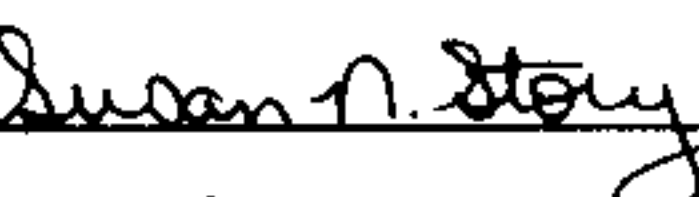
**KIMBERLY-CLARK CORPORATION  
A CORPORATION**

By:   
R. F. Werling  
Its: Director, Forest Products

WITNESS:



**ACCEPTED BY:  
ALABAMA POWER COMPANY  
A CORPORATION**

By:   
Its: Vice-President

STATE OF ALABAMA )  
TALLADEGA COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify the 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 4<sup>th</sup> day of December, 1996.

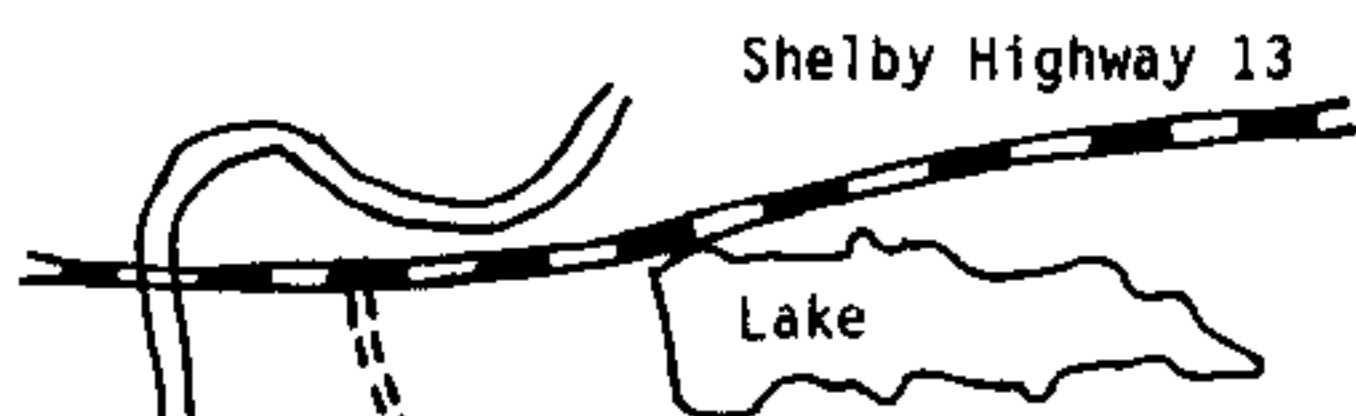
Kim H. Warren  
Notary Public  
My Commission Expires: 9-23-98

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Susan N. Story whose name as Vice President of Alabama Power 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 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 10<sup>th</sup> day of December, 1996.

Anthony D. P.  
Notary Public  
My Commission Expires: Oct 5, 1998



Shades Creek

Bibb County

Shelby County

Bibb County

Shelby County

14

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Township 21 South, Range 5 West  
Shelby County, Alabama

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