

## EASEMENT - DISTRIBUTION FACILITIES (Metes and Bounds)

TO BE RECORDED: YES X NO     



20021119000577650 Pg 1/6 27.00  
Shelby Cnty Judge of Probate, AL  
11/19/2002 12:16:00 FILED/CERTIFIED

STATE OF ALABAMA )  
COUNTY OF Shelby )  
TAX ID # \_\_\_\_\_

W.E. No. 61700-00-0150-2  
Parcel No. 70108221  
Transformer No. \_\_\_\_\_

Alabama Power Company  
P. O. Box 2641  
Birmingham, Alabama 35291

A. GRANT KNOW ALL MEN BY THESE PRESENTS, That Michael F. Jones and wife, Karen M. Jones

as grantor(s), (the "Grantor", whether one or more) for and in consideration of One and No/100 Dollars (\$1.00), and other good and valuable consideration, to Grantor in hand paid by Alabama Power Company, a corporation, the receipt and sufficiency of which are hereby acknowledged, does hereby grant to Alabama Power Company, its successors and assigns (the "Company"), the easements, rights and privileges described and designated in Section B below.

**B. RIGHTS** The easements, rights and privileges granted hereby are as follows:

**1. Overhead and/or Underground.** The right from time to time to construct, install, operate and maintain, upon, over, under and across the Property described in Section C below, along a route to be selected by the Company which is generally shown on the Company's final location drawing (which shows the general location of underground Facilities, if any, by cross-hatching indicating an area not greater than ten feet (10') in width), all poles, towers, wires, conduits, fiber optics, cables, trans closures, transformers, anchors, guy wires and other Facilities useful or necessary in connection therewith (collectively, "Facilities"), for the overhead and/or underground transmission and distribution of electric power, and also the right to clear and keep clear a strip of land extending five feet (5') to either side of the center line of underground Facilities and fifteen feet (15') to either side of the center line of overhead Facilities; further, the right in the future to install and utilize intermediate poles in line for overhead Facilities and the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the thirty foot (30') strip for overhead Facilities that, in the sole opinion of the Company, might now or may hereafter endanger, interfere with or fall upon any of the overhead Facilities.

**2. Line Clearing.** The right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs that, in the sole opinion of the Company, might now or may hereafter endanger, interfere with or fall upon the electric transmission or distribution lines, poles, towers or other Facilities now or hereafter located adjacent to the Property described in Section C below along a route to be selected by the Company generally shown on the Company's final location drawing, and also the right to clear and keep clear all trees, undergrowth, and other obstructions on property in which Grantor has an interest within fifteen feet (15') of the center line of the lines of such poles, towers or other Facilities.

**3. Guy Wires and Anchors.** The right to implant, install and maintain anchor(s) of concrete, metal or other material on and under the Property described in Section C below, and to construct, extend and maintain guy wires from such anchor(s) to structures now or hereafter erected adjacent to such Property or property adjacent thereto (collectively, "Guy Wire Facilities") along a route to be selected by the Company generally shown on the Company's final location drawing; and also the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs that, in the sole opinion of the Company, might now or may hereafter endanger, interfere with or fall upon any of the Guy Wire Facilities.

Grantor hereby grants to the Company all easements, rights and privileges necessary or convenient for the full enjoyment and use thereof, including without limitation the right of ingress and egress to and from the Facilities and Guy Wire Facilities, as applicable, and the right to excavate for installation, replacement, repair and removal thereof; and also the right to cut, remove and otherwise keep clear any and all structures, obstructions or obstacles of whatever character, on, under and above said Facilities and Guy Wire Facilities, as applicable.

**C. PROPERTY DESCRIPTION** The easements, rights and privileges granted hereby shall apply to, and the word "Property" as used in this instrument shall mean, the following described real property situated in Shelby County, Alabama (the "Property"):

A parcel of land in the North  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  of Section 19, Township 21 South, Range 1 East as is recorded in Deed Book 318 at Page 666 and Deed Record 1995/7315 in the office of the Judge of Probate of Shelby County, Alabama.

**D. ADDITIONAL PROVISIONS.** In the event it becomes necessary or desirable for the Company to move any of the Facilities in connection with the construction or improvement of any public road or highway in proximity to the Facilities, Grantor hereby grants to the Company the right to relocate the Facilities and, as to such relocated Facilities, to exercise the rights granted above; provided, however, the Company shall not relocate the Facilities on the Property at a distance greater than ten feet (10') outside the boundary of the right of way of any such public road or highway as established or re-established from time to time. This grant and agreement shall be binding upon and shall inure to the benefit of Grantor, the Company and each of their respective heirs, personal representatives, successors and assigns and the words "Company" and "Grantor" as used in this instrument shall be deemed to include the heirs, personal representatives, successors and assigns of such parties.

**TO HAVE AND TO HOLD** the same to the Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the undersigned Grantor(s) ~~has~~/have set ~~his~~/~~her~~/their hand(s) and seal(s) this the 18<sup>th</sup> day of January, 20 02

**Witness**

Karen M. Jones (SEAL)  
(Grantor)

**Witness**

(Grantor) Michael J. Jones by Karen M. Jones DPOA (SEAL)

**Witness**

By: \_\_\_\_\_ (SEAL)  
As: \_\_\_\_\_

IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed by \_\_\_\_\_  
its authorized representative, as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST (if corporation) or WITNESS:

\_\_\_\_\_  
(Grantor - Name of Corporation/Partnership/LLC)

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Its: \_\_\_\_\_

[indicate President, General Partner, Member, etc.]

**INDIVIDUAL NOTARIES**

STATE OF ALABAMA }  
COUNTY OF Shelby }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Karen M. Jones, Michael F. Jones  
by Karen M. Jones DPOA whose name(s) ~~is~~/are signed to the foregoing instrument and who ~~is~~/are known to me, acknowledged before me  
on this day that being informed of the contents of the instrument, ~~he~~/she/they executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal this the 18<sup>th</sup> day of January, 2002.

[SEAL]

Larry D. Smith  
Notary Public  
My commission expires: 2-6-06

STATE OF ALABAMA }  
COUNTY OF \_\_\_\_\_ }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that \_\_\_\_\_  
\_\_\_\_\_ whose name(s) is/are signed to the foregoing instrument and who is/are known to me, acknowledged before me  
on this day that being informed of the contents of the instrument, he/she/they executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

[SEAL]

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**TRUSTEE/CORPORATION/PARTNERSHIP/LLC NOTARY**

STATE OF ALABAMA }  
COUNTY OF \_\_\_\_\_ }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that \_\_\_\_\_  
\_\_\_\_\_, whose name as \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ a \_\_\_\_\_ [as \_\_\_\_\_  
\_\_\_\_\_] 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/she, as such \_\_\_\_\_ and with full authority, executed the same voluntarily for and  
as the act of said \_\_\_\_\_ [acting in such capacity as aforesaid].

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

[SEAL]

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**For Alabama Power Company Corporate Real Estate Department Use Only**

All facilities on Grantor: X

Station to Station: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



GENERAL DURABLE POWER OF ATTORNEY

STATE OF ALABAMA  
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, that I, Michael F. Jones, of Columbiana, County of Shelby, State of Alabama, do hereby nominate, constitute, and appoint Karen M. Jones, of Columbiana, County of Shelby, State of Alabama, as my true and lawful attorney-in-fact, for me and in my name, place and stead, and for my use and benefit:

To ask, demand, sue for, recover, collect, and receive all sums of money, debts, dues, accounts, legacies, bequests, interest, dividends annuities, and demands whatsoever as are now or shall hereafter become due, owing, payable, or belonging to me and have, use and take all lawful ways and means in my name or otherwise, and to compromise and agree to the same and give acquittances or other sufficient discharges for the same;

For me and in my name to make, seal and deliver, bargain, contract, agree for, purchase, receive, and take lands, tenements, and hereditaments, and accept the possession of all lands, and all deeds and other assurances, in the law therefor, and to lease, let, demise, bargain, sell, remise, release, convey, mortgage, and hypothecate lands, tenements, and hereditaments upon such terms and conditions and under such covenants as he/she shall think fit;

Also to bargain and agree to buy, sell, mortgage, hypothecate, and in any and every way and manner deal in and with goods, wares, and merchandise, choses in action, and other property in possession or in action, and to make, do and transact all and every kind of business of whatsoever nature and kind;

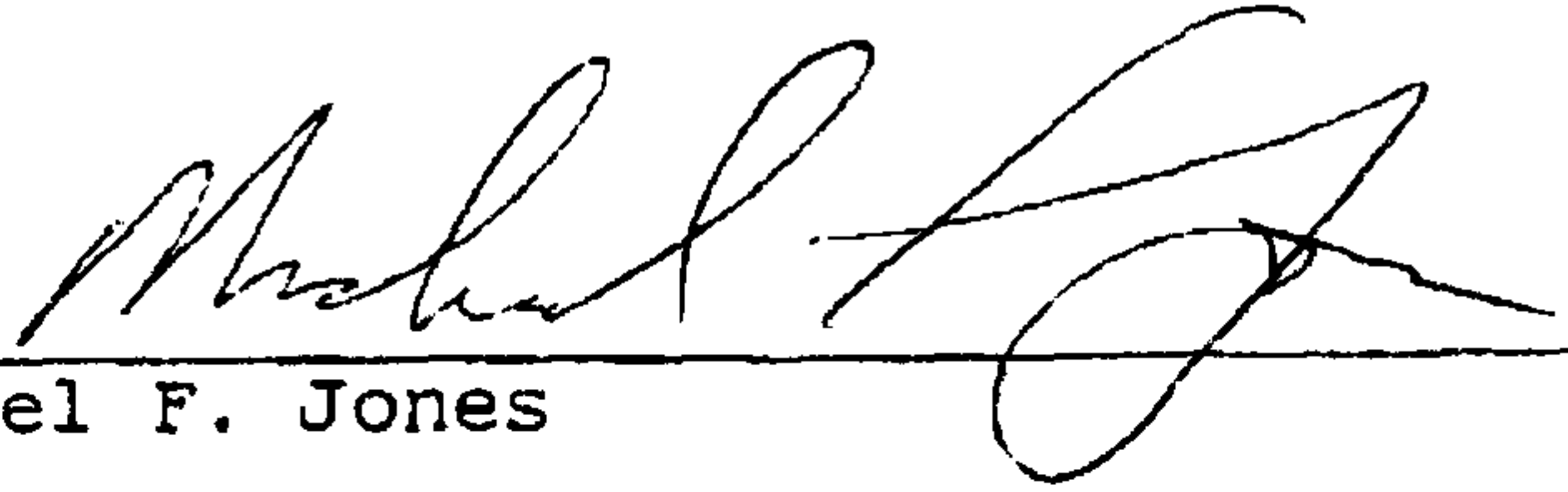
And also for me and in my name, and as my act and deed to sign, seal, execute, deliver, and acknowledge such deeds, leases, mortgages, hypothecations, bills of lading, bills, bonds, notes, receipts, evidence of debt, releases and satisfactions of mortgage, judgments and other debts, and such other instruments in writing of whatsoever kind and nature as may be necessary or proper in the premises;

And to deposit, cash, withdraw, endorse, negotiate, and otherwise deal with checks, accounts, cash, and other forms of money or money equivalents;

GIVING AND GRANTING unto my said attorney-in-fact, full power and authority to do and perform every act necessary, requisite, or proper to be done in and about the premises as fully as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney shall lawfully do or cause to be done by virtue hereof.

This power of attorney shall not be affected by my disability, incompetency, or incapacity. If, following execution of this power of attorney, a court of my domicile appoints a guardian, curator, or other fiduciary charged with the management of all of my property, or all such property except specified exclusions, the court shall appoint Karen M. Jones, except for good cause or disqualification.

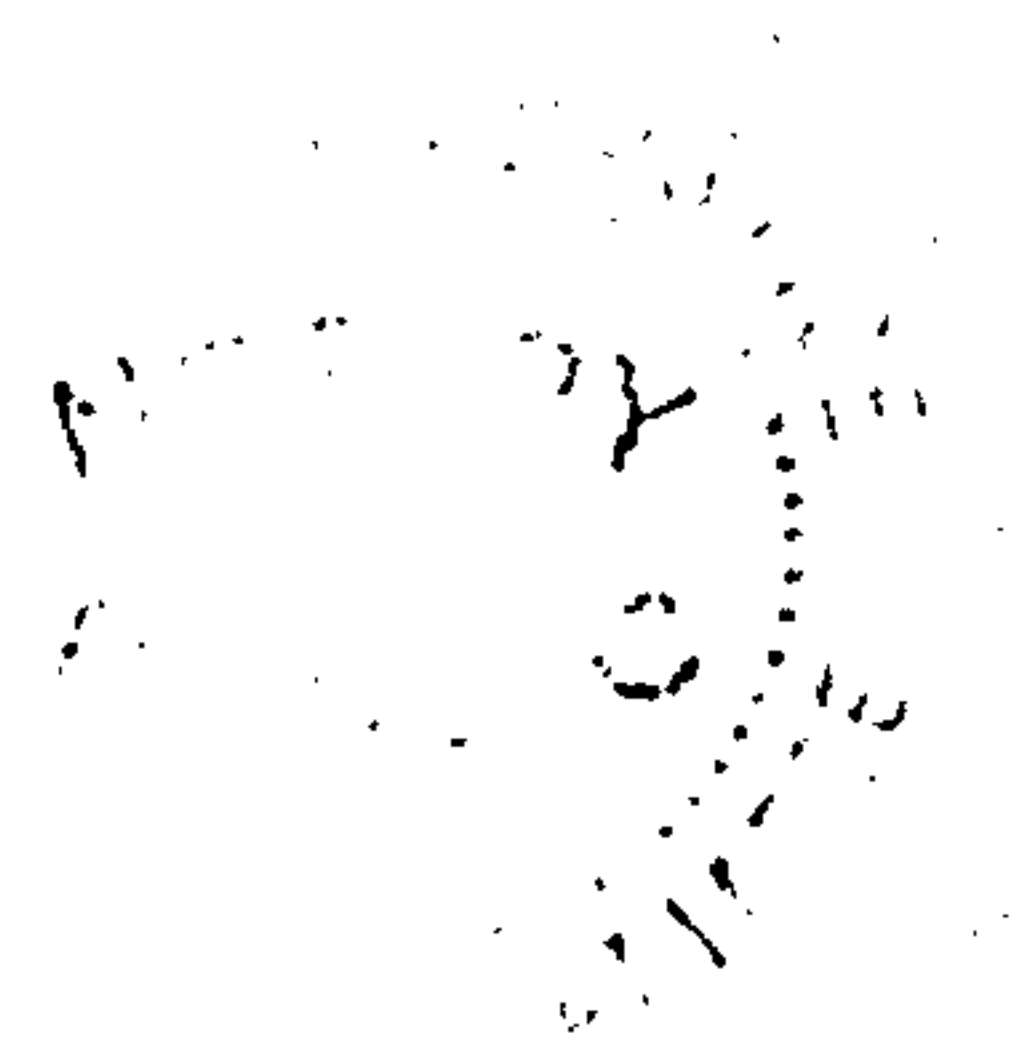
IN WITNESS WHEREOF, I hereunto sign my name of this the 12 day of July, 1996.

  
Michael F. Jones

State of Alabama  
Shelby County

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Michael F. Jones, 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 on the day the same bears date.

Given under my and official seal this 12<sup>th</sup> day of July, 1996.

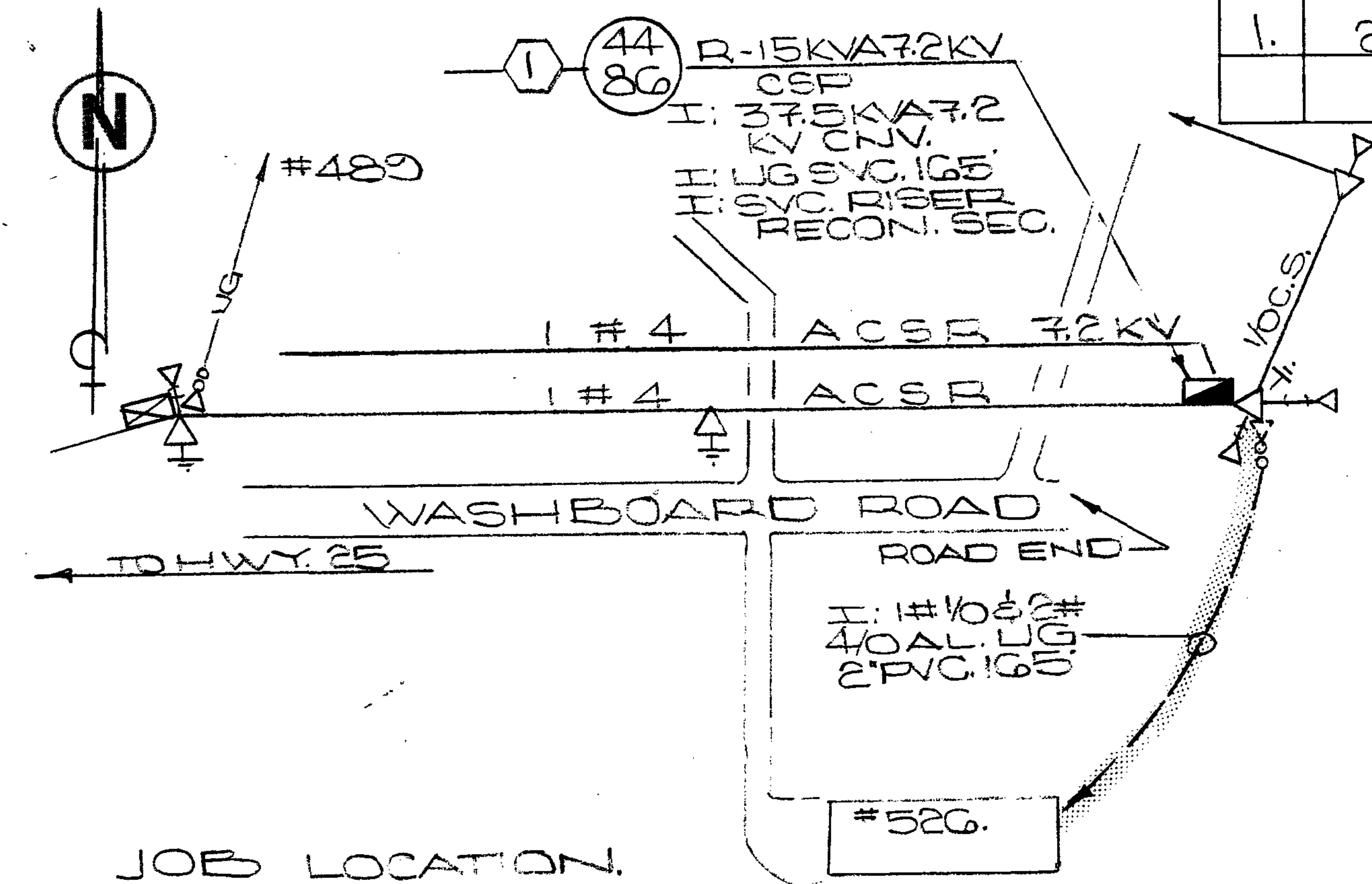
  
William R. Juster  
NOTARY PUBLIC

# SKETCH OF PROPOSED WORK — SIMPLIFIED W. E.

20021119000577650 Pg 6/6 27.00  
Shelby Cnty Judge of Probate, AL  
11/19/2002 12:16:00 FILED/CERTIFIED



Customer <b>MIKE JONES</b>		Location <b>526 WASHBOARD</b>		Agreed Serv. Date <b>6-15-02</b>		G170000001502	
Division <b>NEO/B'HAM</b>		District <b>SOUTH</b>		Town <b>COLUMBIANA</b>		Drawn by <b>BRITNELL</b>	
County <b>SHELBY</b>		Section <b>18 NE</b>		Township <b>21 S</b>		Range <b>1 E</b>	
Acquisition Agent <b>A.D.D.</b>		Date R/W Assigned <b>3-25-02</b>		Date R/W Cleared <b>10-2-02</b>		Add'l Info <b>669-6011</b>	
Map Reference						LOC <b>1.</b>	Transformer Loading <b>29 KVA</b>

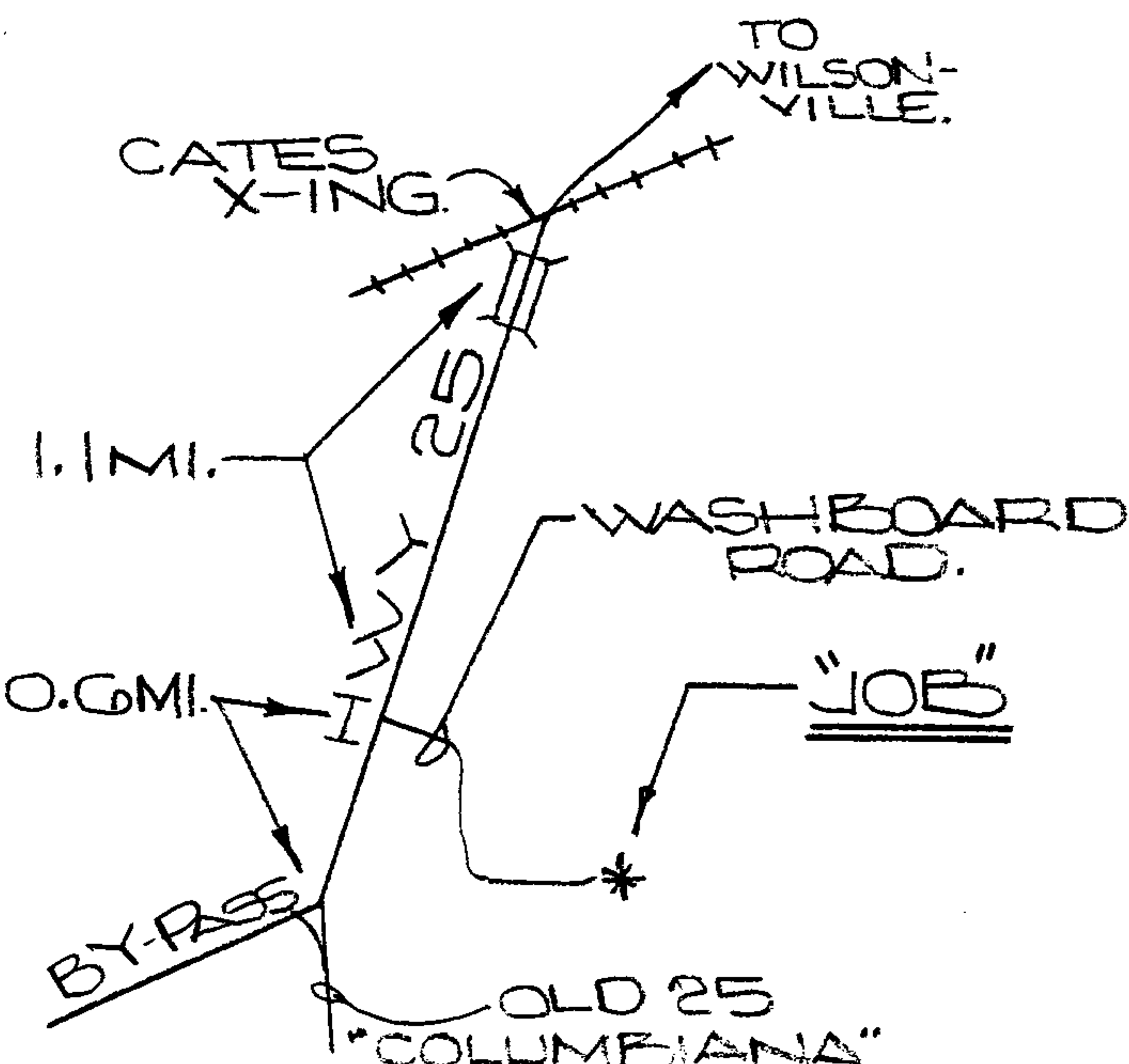


Voltage	
Pri	Sec.
7.2	120
KV	240
PHONE CO.	
Co. Name	
BS	
CATV CO.	
Co. Name	
CHAR	
ACCESSIBLE	
TREE CREW	
ROCK HOLE	
PERMITS REQ'D	
R/W	
CITY	
COUNTY	
STATE	
MISSALL #	
OTHER	
SCALE	
NTS	
Ft. Per Inch	

## NOTE(S):

1. APCO CONTRACTOR TO INSTALL ALL UG FACILITIES COMPLETE.
2. UG. SVC. CHG. \$480.00

X = 10306  
Y = XD 229



Cnst. Completed By

Date