

72268227

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11/02/2022 08:20:39 AM
SUBAGREM 1/6

THIS INSTRUMENT WAS PREPARED BY:

P. David Gray
Alabama Power Company
Corporate Real Estate
600—18th Street N
Birmingham, Alabama 35203

STATE OF Alabama)

COUNTY OF Jefferson)

SUBORDINATION OF RECORDED LIEN

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Truist Bank, as mortgagee ("Mortgagee"), is the owner and holder of that certain mortgage executed by BMB Holdings, LLC, ("Landowner") to Mortgagee, which mortgage is dated February 26, 2021, and recorded in the office of the Judge of Probate of Shelby County, Alabama, as instrument number 20210303000107120, and which mortgage encumbers in whole or in part the land encumbered by the easement granted to Alabama Power Company described herein on **Exhibit A** attached hereto; and

WHEREAS, for the consideration hereinafter set out, the said Mortgagee has agreed to subordinate said mortgage to said easement granted to Alabama Power Company.

NOW, THEREFORE, in consideration of the premises, and of the sum of One and no/00 Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said Mortgagee does hereby subordinate said mortgage to the rights, title, and interests granted to Alabama Power Company pursuant to the easement agreement given by the Landowner to Alabama Power Company, a copy of which is attached as **Exhibit A**. In all other respects said mortgage is unaffected by this subordination.

IN WITNESS WHEREOF, the said Mortgagee has caused this instrument to be executed by its duly authorized representative as of 11/1, 2022.

Truist Bank,

By: 

Its: 

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STATE OF Alabama)

COUNTY OF Jefferson)

I, Renee Nelson Brown, a Notary Public, in and for said County, in said State, hereby certify that Josh Petty, whose name as SVP of Truist, a _____, 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 _____ and with full authority, executed the same voluntarily for and as the act of said _____.

Given under my hand and official seal, this the 1st day of November, 2022.

Renee Nelson Brown
Notary Public

My commission expires: 07.23.2023

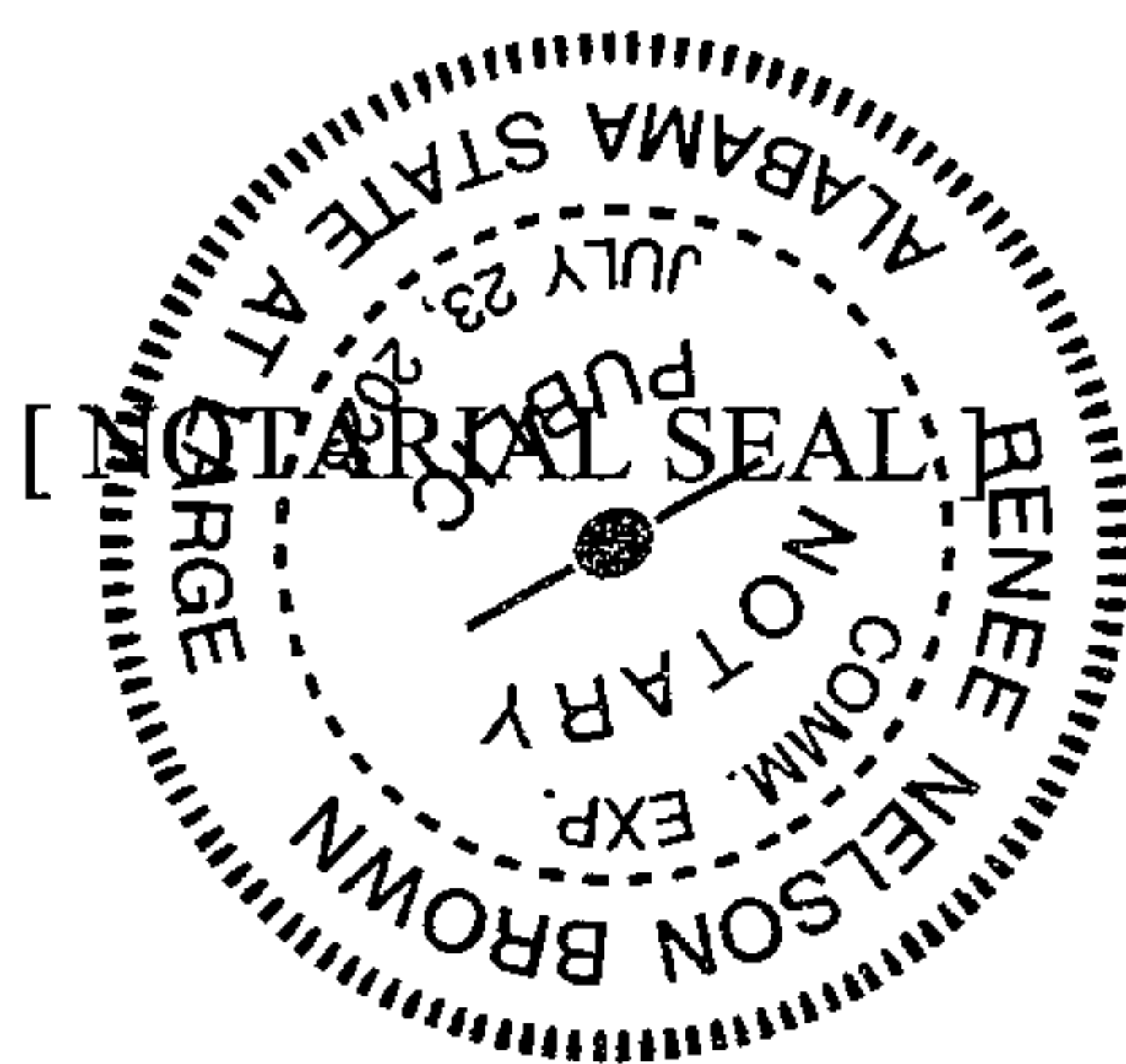


EXHIBIT A

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Copy of Easement to Alabama Power Company

[See following page]

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STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, That the undersigned **BMB Holdings, LLC** (hereinafter known as "Grantors," whether one or more), for and in consideration of the sum of One Hundred Five Thousand Dollars 00/100 (\$ 105,000.00) and other good and valuable consideration paid to Grantors in hand by Alabama Power Company, a corporation, the receipt and sufficiency of which are hereby acknowledged, do hereby grant to said Alabama Power Company, its successors and assigns (hereinafter the "Company" or "Grantee"), the following easements, rights, and privileges:

The right to construct, operate, and maintain electric transmission lines and advanced communications capabilities, and all towers, poles, conduits, conductors, cables, wires, antennas, insulators, anchors, guy wires, counterpoise conductors, and all other appliances, equipment, and fixtures necessary or convenient in connection therewith, from time to time, upon, over, under, and across, a strip of land 30 feet in width, with said strip being more particularly described within Exhibit A attached hereto (hereinafter, "Right of Way").

The Company is further granted all the rights or privileges necessary or convenient for the full enjoyment or use of said Right of Way on the property of the Grantors, which is identified and described within Exhibit A attached hereto (hereinafter, "Grantors' Property"), for the purposes above described, including, without limitation, the right of ingress and egress to and from said Right of Way across Grantors' Property, together with the right to use and make necessary or convenient improvements to existing roads on Grantors' Property, the right to cut, remove, and otherwise keep clear by any means, including herbicides, all trees, undergrowth, structures, materials, and all other obstructions, whether natural or man-made, under, on, or above said Right of Way, the right to cut any timber located upon Grantors' Property which in falling would come within five (5) feet of any conductor of the Company located on said Right of Way or located on any other property, including public road right of way, the right to install, maintain, and use anchors and guy wires on Grantors' Property adjacent to said Right of Way, and the right to install grounding devices on Grantors' fences now or hereafter located on said Right of Way and on fences or other structures of Grantors now or hereafter located on Grantors' Property adjacent to said Right of Way. Grantee shall have the right to prevent any use of the Right of Way which, in the opinion of the Grantee, could interfere with or otherwise be inconsistent with the exercise of Grantee's easements, rights, and privileges herein granted. Further, Grantee shall have the right to grant, or permit the exercise of, the herein granted easements, rights, and privileges, whether in whole or in part, to others.

The Grantors covenant with the said Grantee, that Grantors are lawfully seized in fee of the above described land; that said land is free from all encumbrance; that Grantors have a good right to convey the same to the said Company, and that Grantors will warrant and defend the said land to the said Company forever.

Pursuant to Code of Alabama (1975), § 37-16-7(g), this instrument serves as notice of the Grantee's intent to install broadband systems within said Right of Way.

TO HAVE AND TO HOLD the same to the said Grantee, its successors and assigns, forever.

Grantors shall have the right to use the Right of Way for any purpose not inconsistent with the rights which Grantee may from time to time exercise hereunder.

IN WITNESS WHEREOF, we have here unto set our hands and seals, this the 12th day of September, 2022.

BMB
~~B&B~~ Holdings, LLC

BY: Bruce P. S. G.

ITS: Member

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~~72268106~~

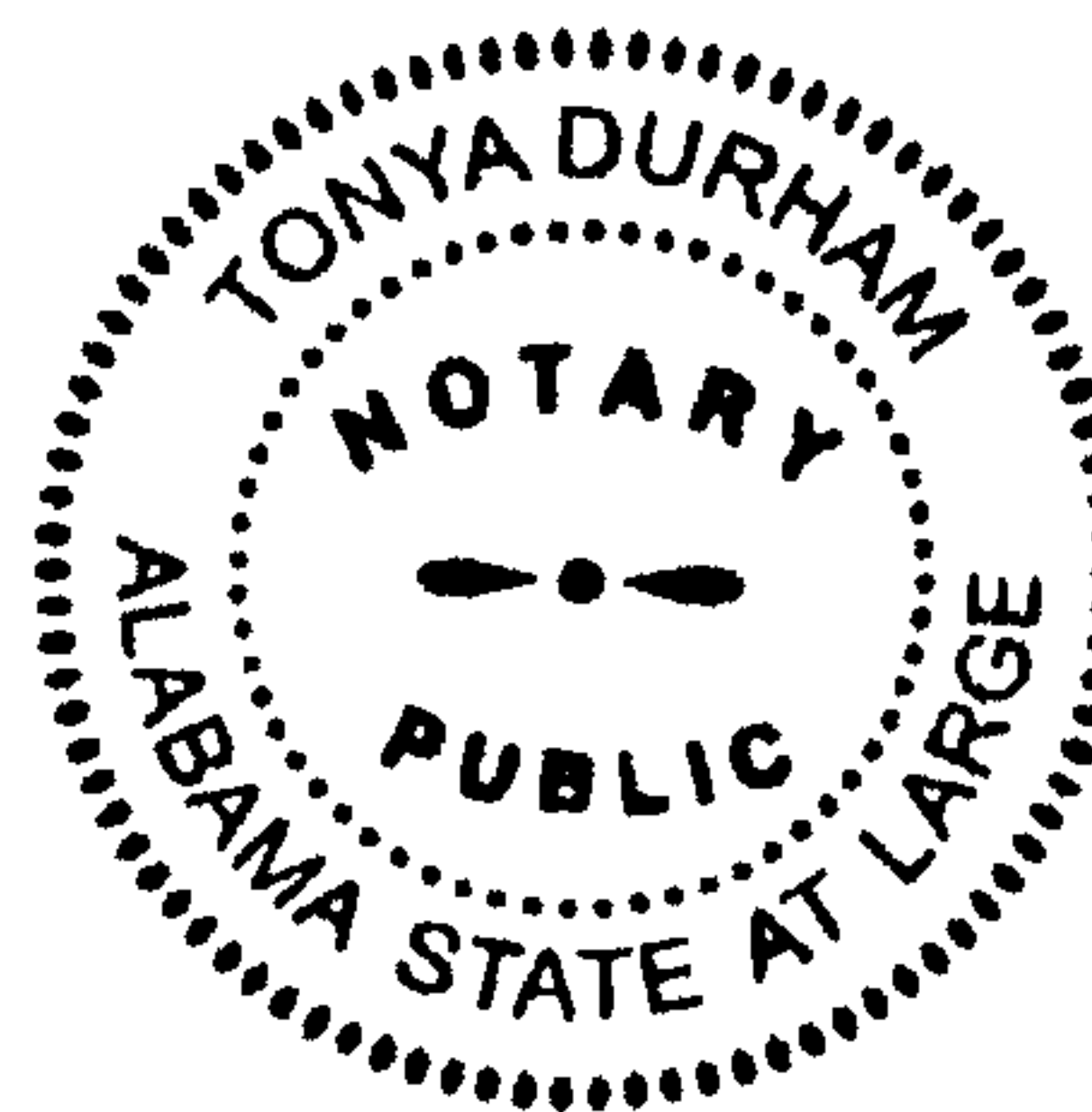
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STATE OF)
COUNTY OF)

I, Tonya Durham, a Notary Public in and for said County in said State, hereby certify that Brad Saurledge, whose name as member of BMB Holdings, a Limited Liability 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, she, 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 12th day of September, 2022.

Tonya Durham
My Commission Expires: 4/1/2025



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EXHIBIT A

Grantors own property which lies within the NE ¼ of the NE 1/4 Section 11, Township 19 South, Range 02 West, and SE ¼ SE ¼ Section 02, Township 19 South, Range 02 West, and more particularly described as Instrument # 20210303000107110, in the Probate Office of Shelby County, Alabama ("Grantors' Property").

The Right of Way herein granted by Grantors consists of a strip of land, 30 feet in width, lying within the Northeast Quarter of Northeast Quarter (NE ¼ of the NE ¼), of Section 11, Township 19 South, Range 02 West, and the Southeast quarter of the Southeast quarter (SE ¼ of SE ¼) Section 2, Township 19 South, Range 02 West, Shelby County, Alabama, such strips being more particularly described as follows:

To reach the point of beginning of said strip, commence at a found capped iron stamped PARAGON located at the west corner of Common Area Habersham Place; thence run N70°41'59"W, a distance of 128.55 feet to a set 5/8 rebar with yellow APCO cap; thence run N52°05'27"E, a distance of 77.71 feet to the intersection of the Grantor's south property line and the survey centerline; such point being the **Point of Beginning** of right of way herein described; therefrom the strip is 30 feet in width 15 feet each side of said survey centerline, and the continuation thereof, which begins at such Point of Beginning and runs N52°05'27"E, a distance of 303.45 feet to a set 5/8" rebar with yellow APCO cap; thence run N57°51'59"E, a distance of 85.55 feet to the intersection of the Grantor's northeast property line and survey centerline; such point being the **POINT OF ENDING** of the strip of right of way herein described.

All bearings based on Alabama State Plane West Zone Grid North.

BPS

Grantor's Initials



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
11/02/2022 08:20:39 AM
\$38.00 PAYGE
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Allie S. Beyle

Right of Way
Birmingham Division
10302077

Valleydale-Inverness (29-21-61)

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This instrument prepared by the
Corporate Real Estate Office
Alabama Power Company
P.O. Box 2641
Birmingham, AL 35291