

722 8224-002

THIS INSTRUMENT WAS PREPARED BY:

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

STATE OF Florida)

COUNTY OF Walton)

LENDER CONSENT OF RECORDED LIEN

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, United Community Bank, a South Carolina state-chartered bank (as successor by merger to Progress Bank), as mortgagee ("Mortgagee"), is the owner and holder of that certain mortgage executed by Houndstooth Properties, LLC, an Alabama Limited Liability Company, ("Landowner") to Mortgagee, which mortgage is dated December 23, 2020, and recorded in the office of the Judge of Probate of Shelby County, Alabama, as instrument number 20201229000597570 (the "Mortgage"), and which Mortgage encumbers in whole or in part the certain real property described herein on **Exhibit A** attached hereto (the "Easement Property") land encumbered by the easement granted to Alabama Power Company; and

WHEREAS, pursuant to that certain agreement dated December 6, 2022 and executed by Landowner in favor of Alabama Power Company (the "Company") (the "Easement Agreement"), Landowner granted to the Company certain rights easements and privileges to the Easement Property .

NOW, THEREFORE, IN WITNESS WHEREOF, that Mortgagee hereby consents to and acknowledges the creation by the Easement Agreement of the easement on the Easement Property (the "Right of Way") and the recording of the Easement Agreement. Mortgagee further agrees that any subsequent foreclosure of Mortgagee's lien shall not extinguish the Right of Way, provided that such consent, acknowledgement and agreement is intended solely to assure the Right of Way survives a foreclosure under the Mortgage and is not intended to subordinate Mortgagee's right, title, interest or estate to any monetary obligations or other liabilities that may arise under the Easement Agreement. Mortgagee further agrees that if Mortgagee should acquire title to the Easement Property, that all present and future owners of any of the property described in the Easement Agreement shall be entitled to the full rights and easements to the extent the same are granted therein. Furthermore, the execution of this consent by Mortgagee shall not be deemed or construed to have the effect of creating between Mortgagee and any other party, the relationship of partnership or of joint venture nor shall anything contained hereunder be deemed to impose upon Mortgagee any of the liabilities, duties or obligations of any party under the Easement Agreement. This consent shall inure to the benefit of the parties to the Easement Agreement, and each party's respective successors and assigns, and shall be binding upon the undersigned, and its successors and assigns. Mortgagee hereby executes this consent solely for the purposes set forth herein.

IN WITNESS WHEREOF, the said Mortgagee has caused this instrument to be executed by its duly authorized representative as of May 1st, 2023.

United Community Bank,

By: Lane Redding

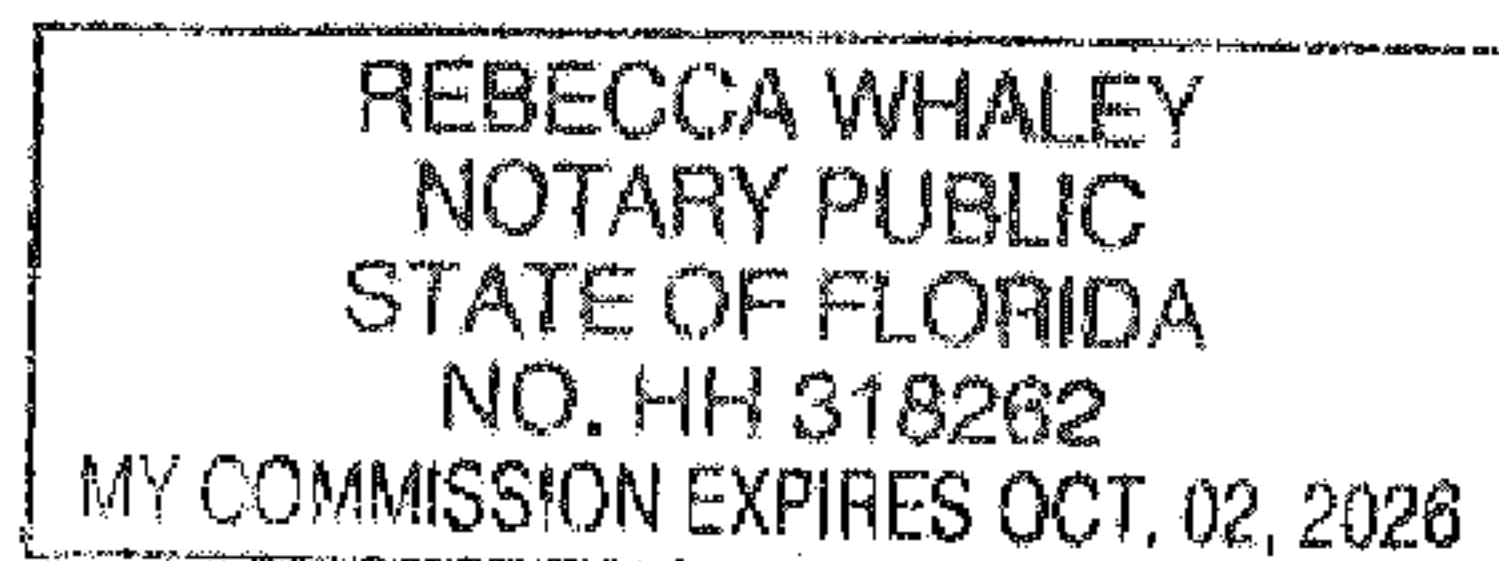
Its: SVP

STATE OF FLORIDA)

COUNTY OF WALTON)

I, Rebecca Whaley, a Notary Public, in and for said County, in said State, hereby certify that Lane Redding, whose name as Senior Vice President of United Community Bank, a South Carolina state-chartered bank 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 Senior Vice President and with full authority, executed the same voluntarily for and as the act of said United Community Bank.

Given under my hand and official seal, this the 1st day of May, 2023.



Rebecca Whaley
Notary Public

My commission expires: Oct. 2, 2026

[NOTARIAL SEAL]

EXHIBIT A

Grantors own property which lies within *the NW ¼ of the NE ¼ all in Section 11, Township 19 South, Range 02 West, and more particularly described as Instrument # 20201229000597560 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 Northwest Quarter of Northeast Quarter (NW ¼ of the NE ¼), of Section 11, 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 1" crimped pipe located at the Northwest corner of GIS parcel #59; thence run N83°00'40"W, a distance of 182.28 feet to a set 5/8 rebar with yellow APCO cap; thence run N48°12'33"E, a distance of 628.77 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 varying in width and lies either side of said survey centerline, and the continuation thereof, which begins at such Point of Beginning and runs N48°12'33"E, a distance of 138 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.

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Exhibit A

STATE OF ALABAMA)

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, That **Houndstooth Properties** (hereinafter known as "Grantors," whether one or more), for and in consideration of the sum of Thirty Two Thousand Five Hundred and No/100s Dollars (\$32,500.00) and other good and valuable consideration due and payable to Grantors on January 3, 2023 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 6th day of December, 2022.

Houndstooth Properties, LLC

BY: [Signature]
ITS: President

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Exhibit A

STATE OF FLORIDA)
COUNTY OF WALTON)

I, Shannon Nelson, a Notary Public in and for said County in said State,
hereby certify that JASON T. CARTER, whose name as
President of Houndsborth Properties, a FLORIAN LLC
Properties, LLC, 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 President
Properties, LLC and with full authority, executed the same voluntarily, for and as the act of said Houndsborth

Given under my hand and official seal this the 6 day of December, 2022.



Shannon Nelson
My Commission Expires: 04/14/2024 12/14/2024

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E + h = b + A

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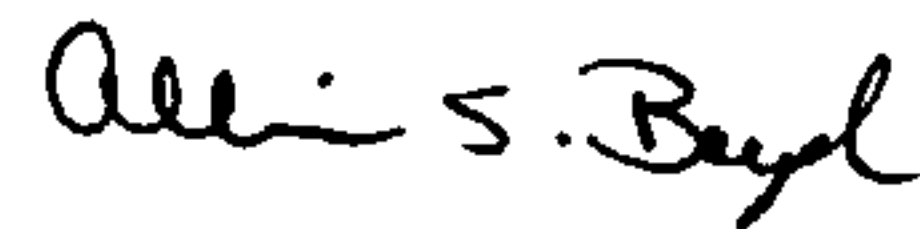
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All bearings based on Alabama State Plane West Zone Grid North.


Grantor's Initials



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
05/19/2023 01:35:53 PM
\$37.00 JOANN
20230519000149840



Right of Way
Birmingham Division
10587469

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