

THIS INSTRUMENT WAS PREPARED BY:

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

20230519000149860  
05/19/2023 01:35:55 PM  
SUBAGREM 1/6

STATE OF ALABAMA )

COUNTY OF SHELBY )

**SUBORDINATION OF RECORDED LIEN**

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, The Old Point National Bank of Phoebus, as mortgagee ("Mortgagee"), is the owner and holder of that certain mortgage executed by TM Medical Properties Hoover, LP, a North Carolina limited partnership ("Landowner") to Mortgagee, which is recorded in the office of the Judge of Probate of Shelby County, Alabama, as Instrument # 20201229000595350, 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 April 26, 2023.

**The Old Point National Bank of Phoebus,**

By: 

Its: Narkha Merz

SVP, Market Executive


72268158-004  
002

STATE OF VIRGINIA )

CITY OF NEWPORT NEWS )

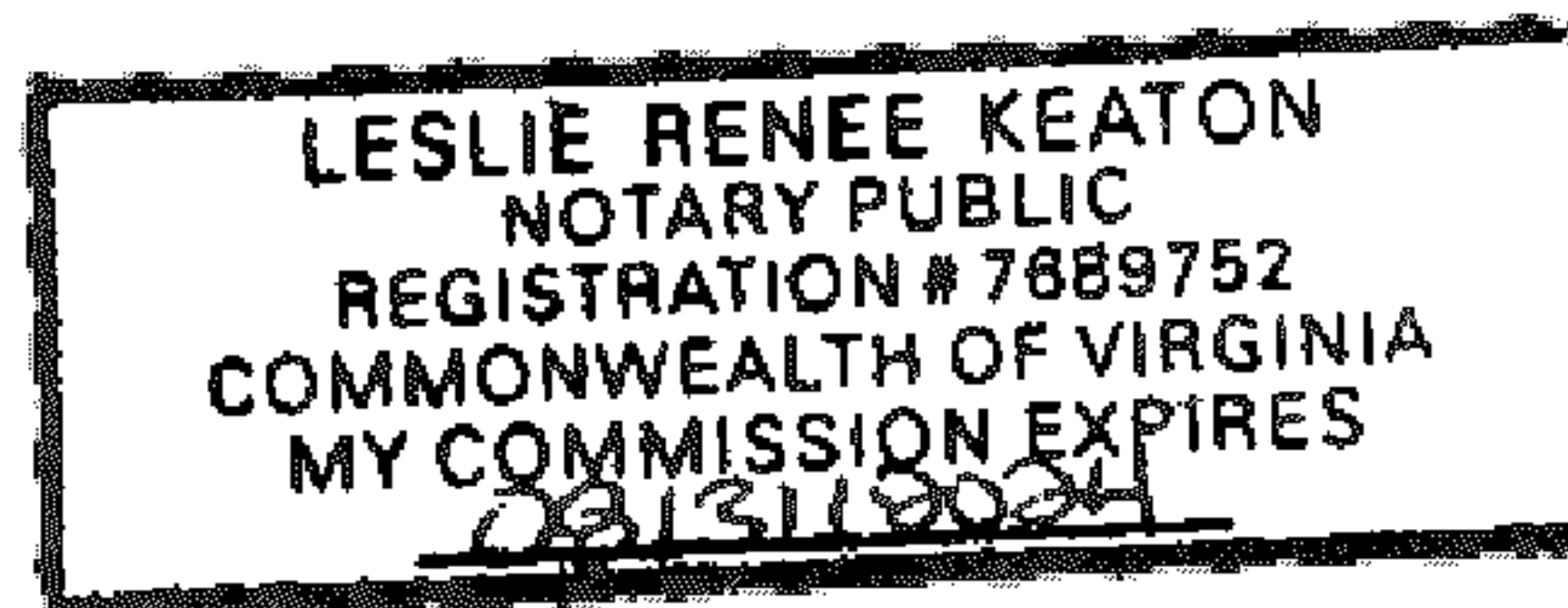
I, Leslie Renee Keaton, a Notary Public, in and for said City, in said State, hereby certify that Natasha Merz, whose name as authorized representative of The Old Point National Bank of Phoebus, a financial institution, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, as such SVP, Market Executive and with full authority, executed the same voluntarily for and as the act of said Subordination of Recorded Lien.

Given under my hand and official seal, this the 26th day of April, 2023.

  
Notary Public

My commission expires: 08/31/2024

[ NOTARIAL SEAL ]



**72268158-001**

**EXHIBIT A**

**[Form of Easement on Following Page]**

72268158-001

*Exhibit A*

STATE OF ALABAMA )

COUNTY OF SHELBY )

**KNOW ALL MEN BY THESE PRESENTS**, That **TM Medical Properties Hoover, LP, a North Carolina limited partnership** (hereinafter known as "Grantors," whether one or more), for and in consideration of the sum of Sixty Thousand and zero/100 Dollars (\$ 60,000.00 ) 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 in locations designated by Grantor, 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. Provided however, it is the intent of the parties that the activities of Grantee within the Right of Way and on Grantor's Property shall not materially and negatively interfere with the use by the occupants of the Grantor's Property of the parking spaces located on Grantor's Property.

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 20<sup>th</sup> day of April, 2023.

-Signatures on following page-

Right of Way  
Birmingham Division  
10587469

Valleydale-Inverness (29-21-61)

Page 1 of 3

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

72268158-001

E+h.B.+ A

TM Medical Properties Hoover, LP, a North  
Carolina limited partnership

TM Medical Properties II, LLC, a North  
Carolina limited liability company, General  
Partner

BY: 

ITS: Manager

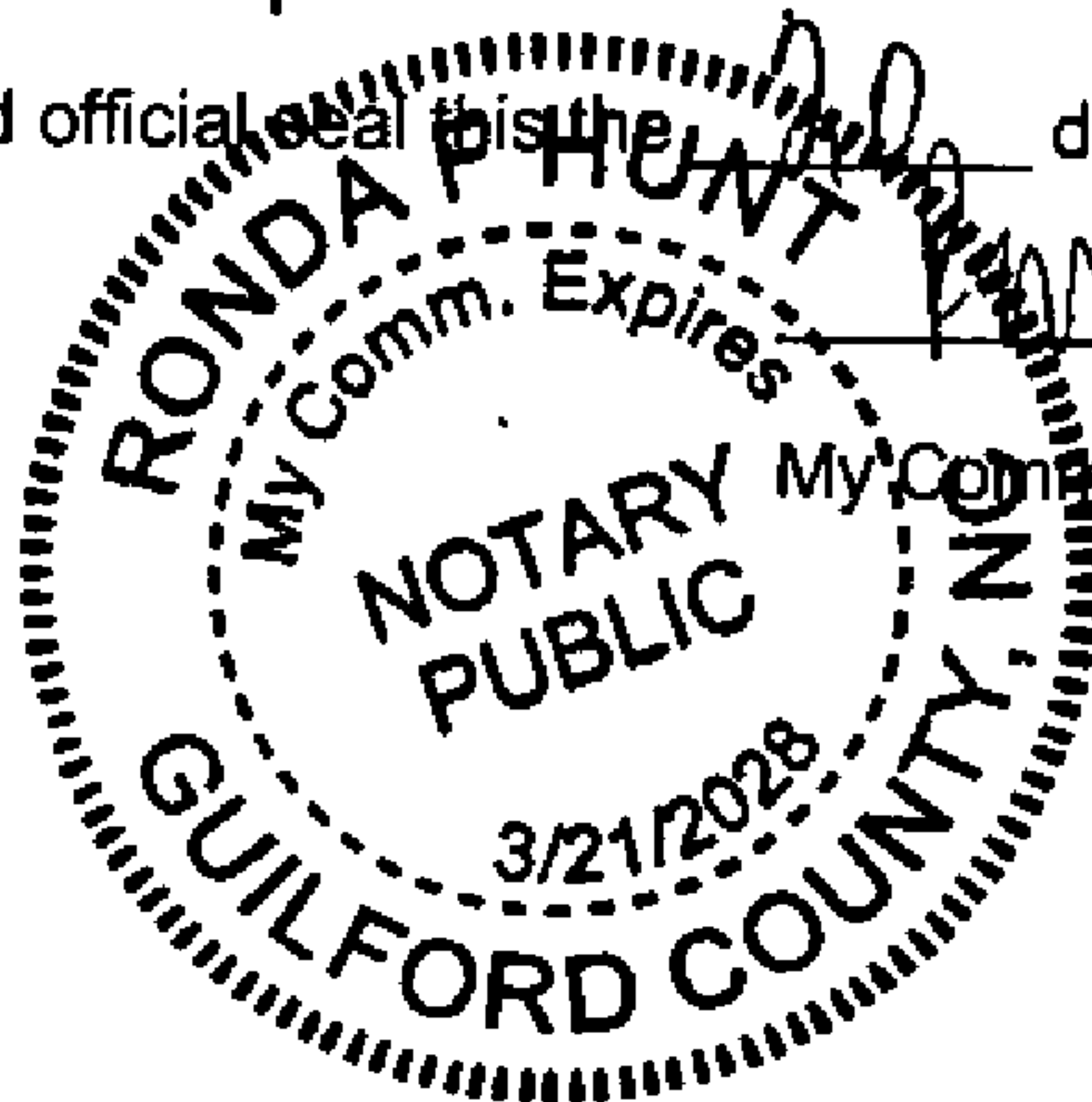
STATE OF NC

COUNTY OF Guilford

I, Ronda P. Hunt, a Notary Public in and for said County in said State,  
hereby certify that Peter Lechard whose name as Manager  
TM Medical Properties Hoover, LP NC Limited Partnership  
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 Manager  
and with full authority, executed the same voluntarily, for and as the act of said TM Medical Properties II, LLC  
as General Partner of TM Medical Properties Hoover LP.

Given under my hand and official seal this 19th day of April, 2023.

TM Medical Properties II, LLC  
General Partner  
of

My Commission Expires: 3/21/2028

Right of Way  
Birmingham Division  
10587469

Valleydale-Inverness (29-21-61)

Page 2 of 3

This instrument prepared by the  
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Alabama Power Company  
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Birmingham, AL 35291

3877968v3.ARC.29750.T29735

REV 10/2019

72268158-001

Exhibit A

**EXHIBIT A**

Grantors own property which lies within the SE ¼ of the NW ¼, all in Section 11, Township 19 South, Range 02 West and more particularly described in Instrument #20211123000562540 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 Southeast Quarter of Northwest Quarter (SE ¼ of the NW 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 3" capped pipe located at the Southwest corner of the Northeast quarter of the Southwest quarter of Section 11, T-19-S, R-02-W; thence run S81°49'43"W, a distance of 268.19 feet thence run N33°19'53"E, a distance of 418.74 feet; thence run N35°30'59"E, a distance of 405.03 feet to a set 5/8" rebar with yellow APCO cap; thence run N03°43'14"E, a distance of 296.50 feet to a set 5/8" rebar with yellow APCO cap; thence run N18°50'46"E, a distance of 314.65 feet to a set 5/8" rebar with yellow APCO cap; thence run N31°53'53"E, a distance of 166.57 feet to a set 5/8" rebar with yellow APCO cap; thence run N37°40'27" E, a distance of 230.34 feet to the intersection of the Grantor's southwest 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 N37°40'27"E, a distance of 177.00 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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 Grantor's Initials


Filed and Recorded  
 Official Public Records  
 Judge of Probate, Shelby County Alabama, County  
 Clerk  
 Shelby County, AL  
 05/19/2023 01:35:55 PM  
 \$37.00 JOANN  
 20230519000149860

*Allen S. Bayal*

Right of Way  
 Birmingham Division  
 10587469

Valleydale-Inverness (29-21-61)

Page 3 of 3

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