

GRANT OF NON-EXCLUSIVE INGRESS / EGRESS EASEMENT


KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One and 00/100 Dollars (\$1.00) and other good and valuable considerations in hand paid by the Gamble Holdings, LLC, hereinafter referred to as "Grantee", to the undersigned grantor(s), the receipt and sufficiency of which is hereby acknowledged, I, **Ralph E. Sorrell, Jr and Rebecca Sorrell**, the undersigned grantor(s) do hereby grant, bargain, sell and convey to said "Grantee", an **ingress / egress easement** granting the full and absolute right and privilege to ingress and egress on, over, across and through that certain portion of **Ralph E. Sorrell, Jr and Rebecca Sorrell**'s property that is described and shown on Exhibit "A" hereto subject to the terms of this Easement/Maintenance Agreement, hereinafter referred to as the "Agreement".

TERMS & CONDITIONS OF EASEMENT

1. INGRESS / EGRESS EASEMENT. Ralph E. Sorrell, Jr and Rebecca Sorrell grants, bargains, establishes, and conveys to Gamble Holdings, LLC (the "Grantee"), the owner of the adjacent parcel (Parcel Number 13 1 12 3 001 006.000), a non-exclusive access easement for ingress and egress only on, over, across and through that certain portion of Ralph E. Sorrell, Jr and Rebecca Sorrell's property that is described and shown on Exhibit "A" hereto (the "Access Area").

2. SCOPE OF ACCESS AREA. The use of the Access Area by Grantee, and its successors, assigns, tenant(s), customers, contractors, agents, officials, invitees, licensees, and employees shall be perpetual in nature. However, the Access Area shall not be used to grant access to, promote, encourage, or aid in the ingress/egress and/or establishment of the items listed below without the prior written consent of Grantors (which consent may be granted or withheld in the sole and absolute discretion of such parties) and shall constitute the termination of this easement: Any mobile home park, trailer court, labor camp, junkyard or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction or maintenance);

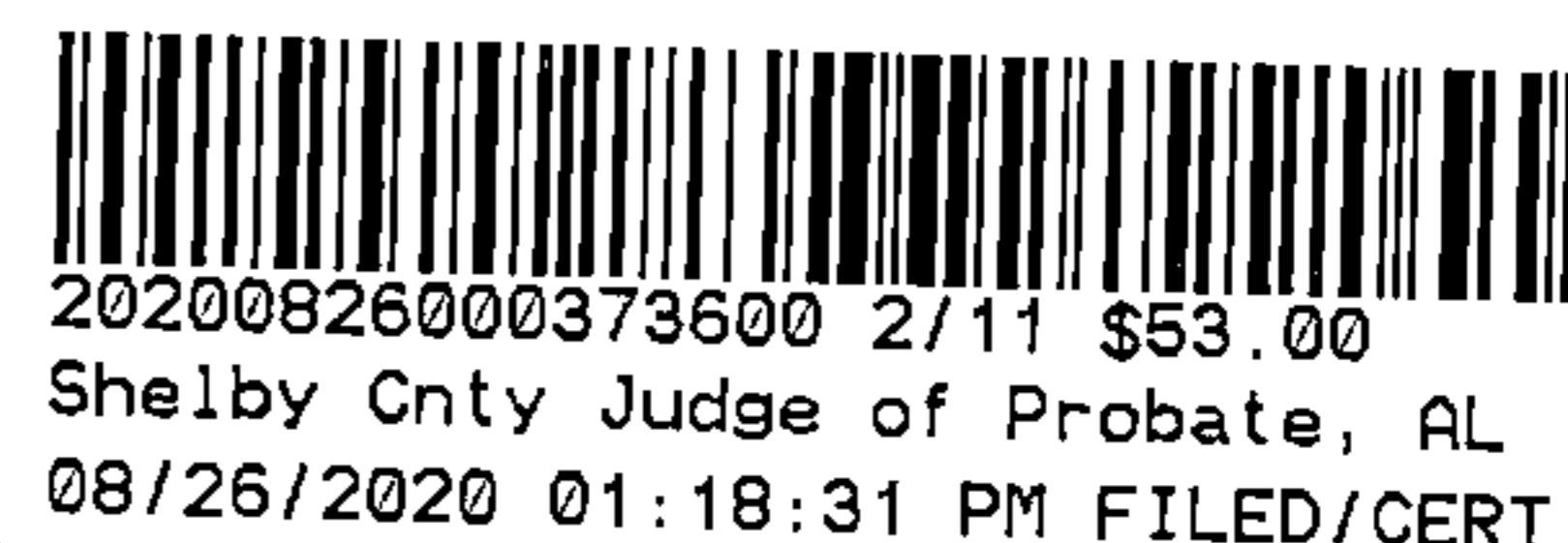
- a. Any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage compactors located to the rear of any building);
- b. Any fire sale, going out of business sale, bankruptcy sale (unless pursuant to a court order) or auction house operation;
- c. Any central laundry, central dry-cleaning plant or laundromat (except that this provision shall not prohibit nominal support facilities for on-site service oriented to pickup and delivery by the ultimate consumer as the same may be found in first-class shopping centers);
- d. Any gas station;


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- e. Any mortuary, funeral home or crematory;
- f. Any adult book store, adult video store, adult movie theater or other establishment selling, renting or exhibiting pornographic materials or drug-related paraphernalia (except that this provision shall not prohibit the operation of a pharmacy, bookstore or video store which carries a broad inventory of books or videos and other materials directed towards the interest of the general public);
- g. Any bar, tavern, restaurant or other establishment whose reasonably projected annual gross revenues from the sale of alcoholic beverages for on-premises consumption exceeds fifty percent (50%) of the gross revenues of such business.
- h. Any flea market or amusement or video arcade, pool or billiard hall, tattoo parlor or dance hall (except that this provision shall not prohibit a restaurant from including three (3) or fewer video games as an incidental use to its operations);
- i. Any massage parlor (except that this provision shall not prohibit massages in connection with a beauty salon, health club or athletic facility);
- j. Any casino or other gambling facility or operation, including but not limited to, off-track or sports betting parlors, table games such as black-jack or poker, slot machines, video gambling machines and similar devices, and bingo halls (except that this provision shall not prohibit governmental sponsored gambling activities or charitable gambling activities if such activities are incidental to the business operation being conducted by the occupant.

3. MAINTENANCE OF ACCESS AREA. Gamble Holdings, LLC and its successors will be responsible for all maintenance, repair and upkeep of both Parcel A and Parcel B in said access easement and shall provide the necessary barriers and signage to notify its customers, agents, contractors, tenants, officials, invitees, licensees, and employees in the endeavor to prevent parking that would interfere with Grantor's access to their land. This agreement does not negate the duty of the Grantor to keep property free from nuisance. In the event of damage or destruction of any part or all of the Access Area and/or the Easement due to acts of nature, or persons unrelated to the parties of this agreement, this agreement extends to include repairs reasonably necessary to effectuate the continuation of the use and Enjoyment of the Easement.

4. FURTHER ACKNOWLEDGMENTS. Both Grantors and Grantee shall endeavor to cooperate with one another such that the completion and maintenance of the Access Area are carried out in a cooperative and efficient way and in a manner so as to have a minimal effect on any use of the property. The parties further acknowledge that the aforesaid covenants are deed restrictions that are to be applicable to the aforesaid described parcels and are being granted in order to redevelop part thereof and to avoid future problems on said parcels that will arise if



additional structures are added or ownership changes. The Parties do not convey to each other or to any other party hereby any title in or to the property, but merely grant the rights, privileges, and easements herein set forth.



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IN WITNESS WHEREOF, I (we) have hereunto set my (our) hands and seal(s) this 18th day
of May, 2020²⁰_{ON}

GRANTOR:

Ralph E. Sorrell, Jr.
Ralph E. Sorrell, Jr.

Rebecca Sorrell
Rebecca Sorrell.

STATE OF ALABAMA
COUNTY OF _____

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

Given under my hand and seal, this 18th day of May, 2020²⁰_{ON}

Candice Hays
NOTARY PUBLIC

My Commission Expires: 1-16-2024



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EXHIBIT "A"

Legal Description

Parcel A Easement – Ralph E. Sorrell, Jr. and Rebecca Sorrell

Commence at a 1 inch Bolt located at the Northeast corner of the Southeast quarter of the Southwest quarter of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama; thence run N 88 degrees 41 minutes 45 seconds W along the North line of said quarter-quarter section a distance of 20.00 feet to the Point of Beginning; thence continue along the last described course and said North line a distance of 245.23 feet to a 5/8 Inch Rebar, said Rebar being on the Easterly right-of-way of U.S. Highway 31; thence run N 26 degrees 36 minutes 34 seconds E along said Easterly right-of-way a distance of 29.84 feet to a 1/2 Inch Rebar, being the Southwest corner of a parcel of land, recorded in Deed Instrument 20130306000093820, in the Probate Office of Shelby County, Alabama; thence run S 82 degrees 28 minutes 45 seconds E, along the Southerly line of said parcel a distance of 63.40 feet to a 1/2 Inch Rebar; thence run S 88 degrees 42 minutes 41 seconds E, along the Southerly line of said parcel a distance of 169.13 feet; thence run S 00 degrees 23 minutes 51 seconds W a distance of 20.16 feet to the Point of Beginning.

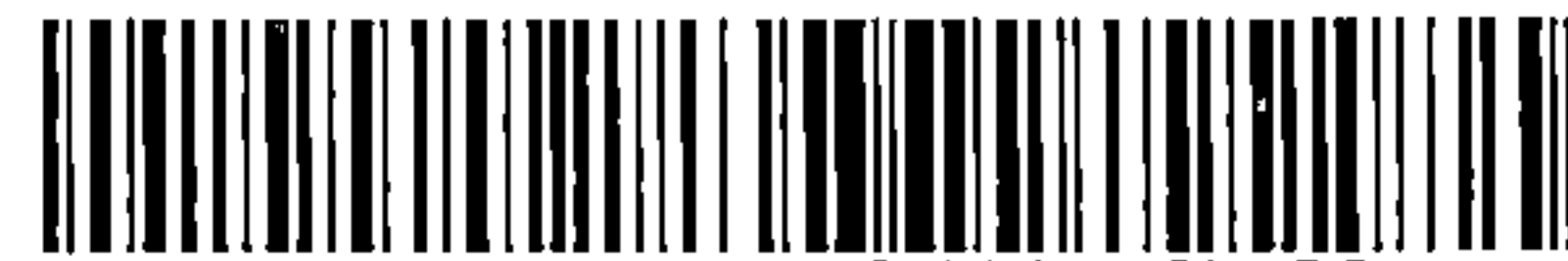
EXHIBIT "B"

Legal Description

Parcel B Easement – Gamble Holdings, LLC

Commence at a 1 inch Bolt located at the Northeast corner of the Southeast quarter of the Southwest quarter of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama; thence run N 88 degrees 41 minutes 45 seconds W along the North line of said quarter-quarter section a distance of 20.00 feet to the Point of Beginning; thence continue along the last described course and said North line a distance of 245.23 feet to a 5/8 Inch Rebar, said Rebar being on the Easterly right-of-way of U.S. Highway 31; thence run S 26 degrees 59 minutes 53 seconds W, along said Easterly right-of-way a distance of 22.19 feet; thence run S 88 degrees 41 minutes 45 seconds E a distance of 255.17 feet; thence run N 00 degrees 23 minutes 51 seconds E a distance of 20.00 feet to the Point of Beginning

(access easement areas have been illustrated below)



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C/L U.S. HIGHWAY #31
(AKA PELHAM PARKWAY)
200' R.O.W.

Found 1/2
Inch Rebar

Found 1/2
Inch Rebar

Found 5/8
Inch Rebar

EMJ:R
Inst # 20130205000092820
Shelby Co., AL

EXHIBIT

NE/SW
12-20-3

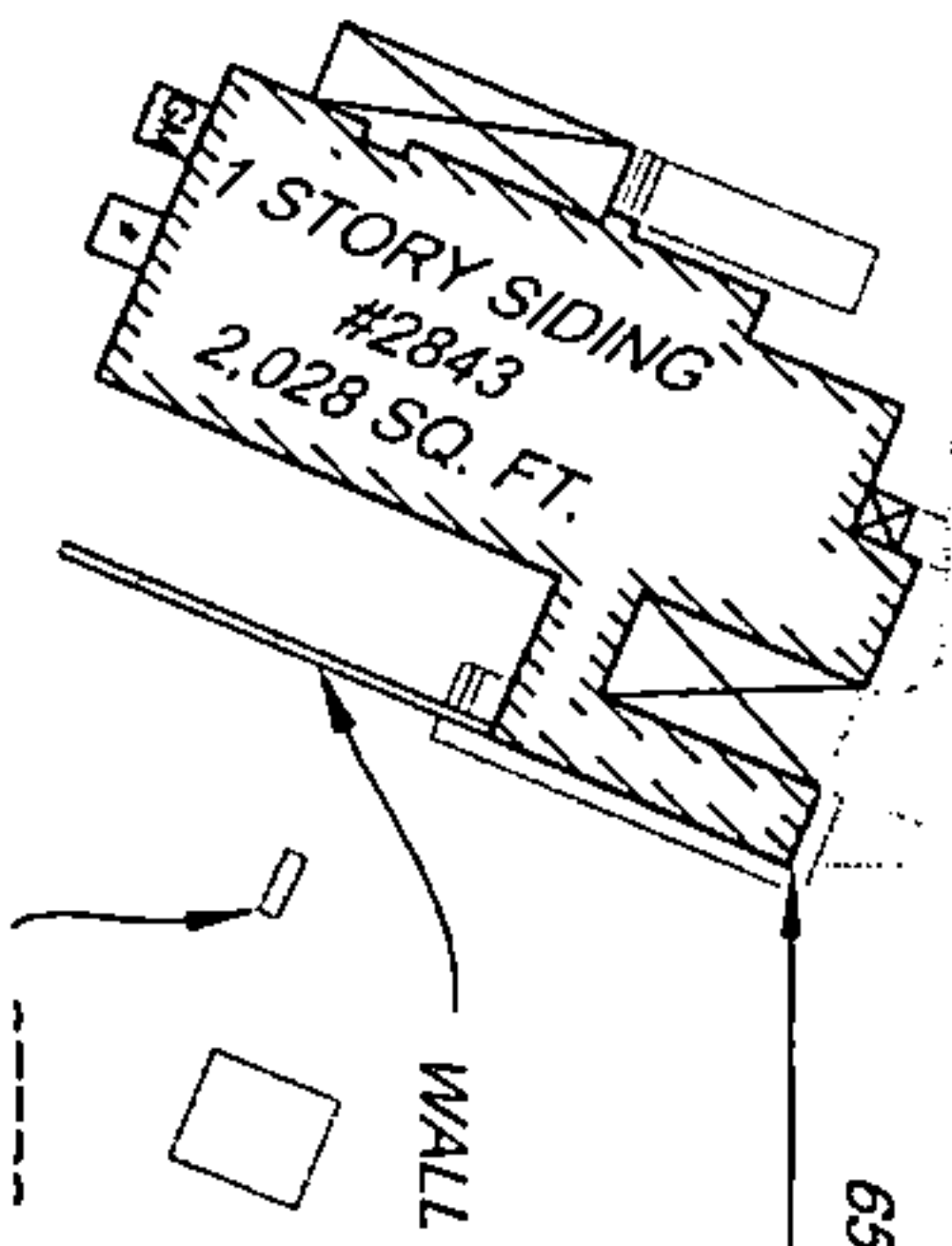
SE/SW
12-20-3

POB - Parcel A and Parcel B

POC - Parcel A and Parcel B
POB - Parcel C
Found 1" Bolt
NE CORNER-SE 1/4 - SW 1/4
SEC. 12, T. 20S, R. 3W

SW/SE
12-20-3

NW/SE
12-20-3



264.78' (M)
261.98' (D)

65.6'



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This Instrument Prepared By:

C. Ryan Sparks, Attorney
2635 Valleydale Road, Suite 200
Birmingham, Alabama 35244
DIRECT: 205-215-8433

Send Tax Notice To Grantees Address:

Gamble Holdings, LLC
2843, 2849 & 2861 Pelham Parkway
Pelham, Alabama 35124

WARRANTY DEED


20171016000375040 1/5 \$32.00
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**STATE OF ALABAMA
COUNTY OF SHELBY**

KNOW ALL MEN BY THESE PRESENTS,

That for and in consideration of **ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS**, and other good and valuable consideration, this day in hand paid to the undersigned GRANTORS **MICHAEL PAT LITTLEFIELD and NELDA L. HUNT, as successor Co-Trustees of the Family Trust established under the Will of Joe E. Littlefield, Deceased (Shelby County, Alabama Probate Case No. 2003-000585), MICHAEL PAT LITTLEFIELD and NELDA L. HUNT, as Co-Personal Representatives and Co-Trustees of the Estate of Louella Honeycutt, Deceased (Shelby County, Alabama Probate Case No. 2017-00383), and MICHAEL PAT LITTLEFIELD, a married man, and NELDA L. HUNT, a married woman**, (herein referred to as "Grantors"), in hand paid by the Grantees herein, the receipt whereof is hereby acknowledged, the Grantors do hereby give, grant, bargain, sell and convey unto the GRANTEE, **GAMBLE HOLDINGS, LLC**, (herein referred to as "Grantee"), Grantee's heirs and assigns, any and all of the respective Grantors' interest in the following-described Real Estate situated in, **SHELBY COUNTY, ALABAMA**, to wit:

Parcel I:

Commence at the SE Corner of the SE ¼ of the SW ¼ of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama, and run thence northerly along the east line of said ¼ ¼ section 405.62 feet to the point of beginning of the property being described; thence continue along last described course 478.93 feet to a point; thence turn 2°53'26" right and continue northerly along an existing chain link fence line a distance of 176.19 feet to a point; thence turn 68°19'08" left and run northwesterly 351.43 feet to a point on the easterly right of way line of US Highway No. 31; thence turn 86°58'04" left and run Southwesterly along said right of way line 129.95 feet to a point; thence turn 00°24'07" right and continue southwesterly along said right of way line 171.56 feet to a point; thence turn 90°00'08" left and run 149.97 feet to a point; thence turn 90°04'34" right and run 199.83 feet to a point; thence turn 89°50'31" right and run 149.71 feet to a point on the same right of way line of Highway No. 31; thence turn 89°55'57" left and run along said right of way line 70.00 feet to a point; thence turn 87°20'14" left and run Southeasterly 510.61 feet to a point; thence turn 67°55'17" left and run 37.21 feet to a point; thence turn 65°12'24" right and run southeasterly 123.92 feet to the point of beginning.


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Parcel II:

That certain lot of land described as beginning at the NE corner of the SE ¼ of the SW ¼ of Section 12, Township 20 South, Range 3 West, and run thence West along the North line of said SE ¼ of the SW ¼ of said Section 12, for a distance of 266.87 feet to the East right of way line of United States Highway No. 31, as now surveyed and constructed; thence turn an angle of 63°44.5" to the left and run in a Southerly direction along the East right of way line of said United States Highway No. 31, as now located for a distance of 142.5 feet; thence turn an angle of 94° to the left and run for a distance of 351.4 feet; thence turn an angle of 11°140' to the left, and run for a distance of 261.98 feet, more or less, to the point of beginning of the land herein described and conveyed; Said Parcel of land being a part of the SE ¼ of the SW ¼ of Section 12, Township 20 South, Range 3 West, and situated in Shelby County, Alabama.


Subject to:


1. General and special taxes or assessments for the year 2017 and subsequent years not yet due and payable.
2. Municipal improvements, taxes, assessments, and fire district dues against subject property, if any.
3. Mineral and mining rights not owned by Grantors.
4. Any applicable zoning ordinances.
5. Easements, encroachments, building set back lines, rights-of-ways as shown of record by recorded plat or other recorded instrument, including any amendments thereto.
6. All matters, facts, easements, restrictions, assessments, covenants, agreements and all other terms and provisions of record.

THE PROPERTY CONVEYED HEREIN DOES NOT CONSTITUTE THE HOMESTEAD OF THE GRANTORS NOR THE HOMESTEAD OF THE GRANTORS' RESPECTIVE SPOUSES

TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said Grantee, Grantee's heirs and assigns forever.

AND SAID GRANTORS, for said GRANTORS', GRANTORS' heirs, successors, executors and administrators, covenants with GRANTEE, and with GRANTEE'S heirs and assigns, that GRANTORS are lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all liens and encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years, and except for any restrictions pertaining to the Real Estate of record in the Probate Office of **SHELBY COUNTY**; and that GRANTORS will, and GRANTORS' heirs, executors and administrators shall, warrant and defend the same to said GRANTEE, and GRANTEE'S heirs and assigns, forever against the lawful claims of all persons.

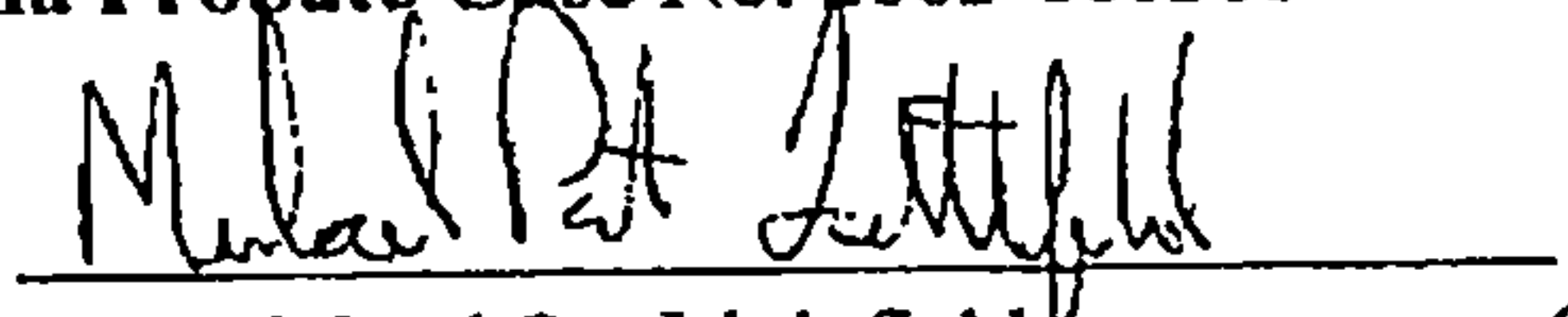

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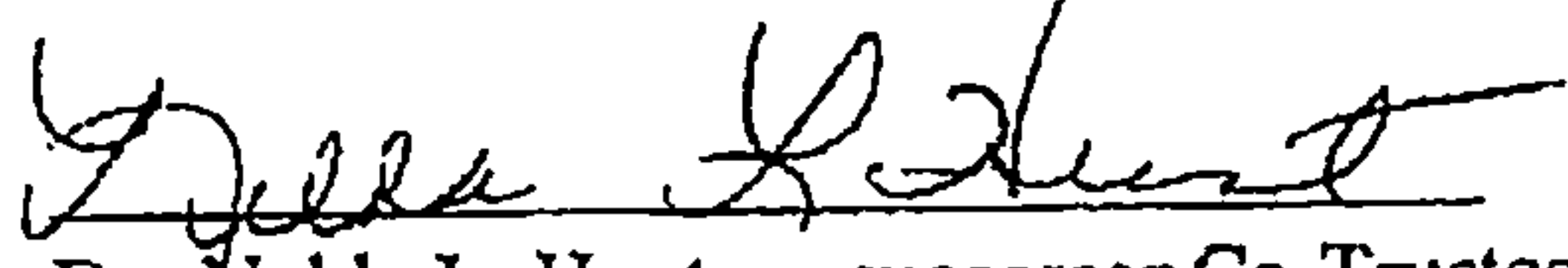
IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals on this day of October 12, 2017.

GRANTOR:

Family Trust Established under the Will of Joe E. Littlefield, Deceased, Shelby County, Alabama Probate Case No. 2003-000585



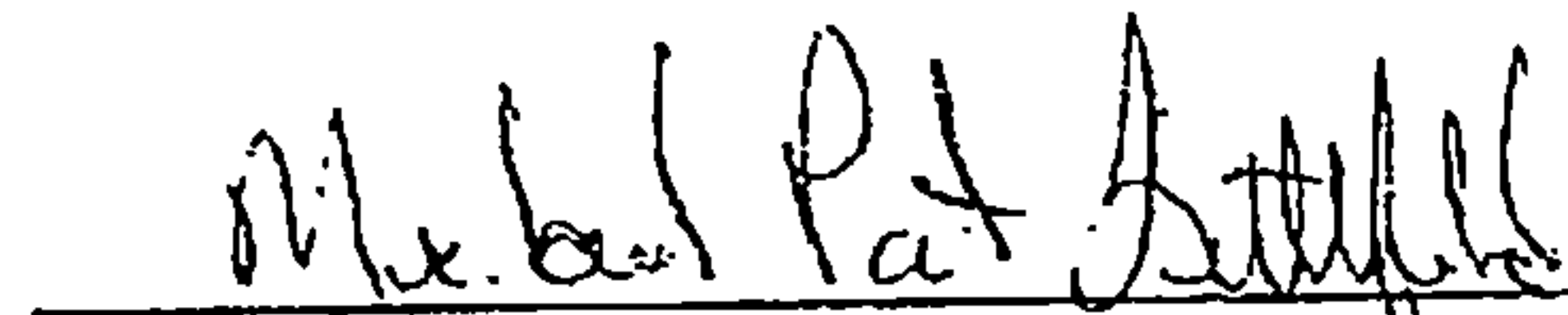
By: Michael Pat Littlefield, as successor Co-Trustee



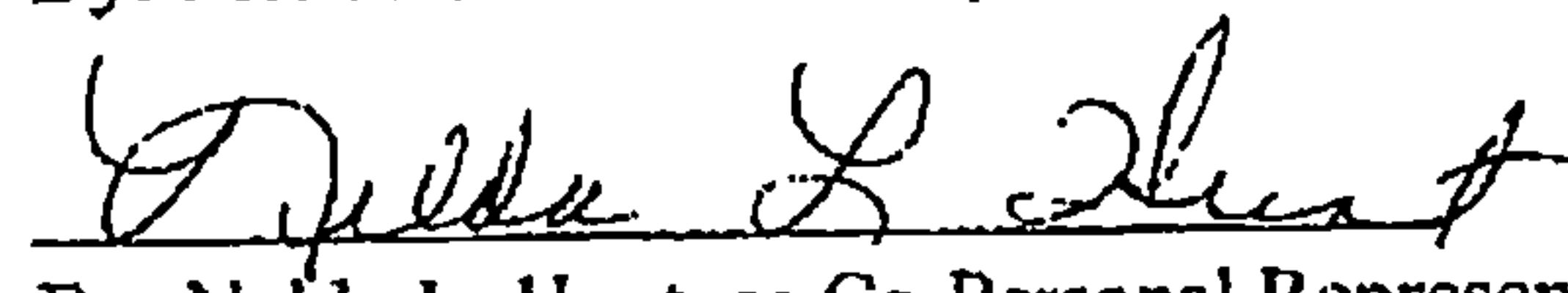
By: Nelda L. Hunt, as successor Co-Trustee

GRANTOR:

Estate of Louella Honeycutt, Deceased, Shelby County, Alabama Probate Case No. 2017-00383

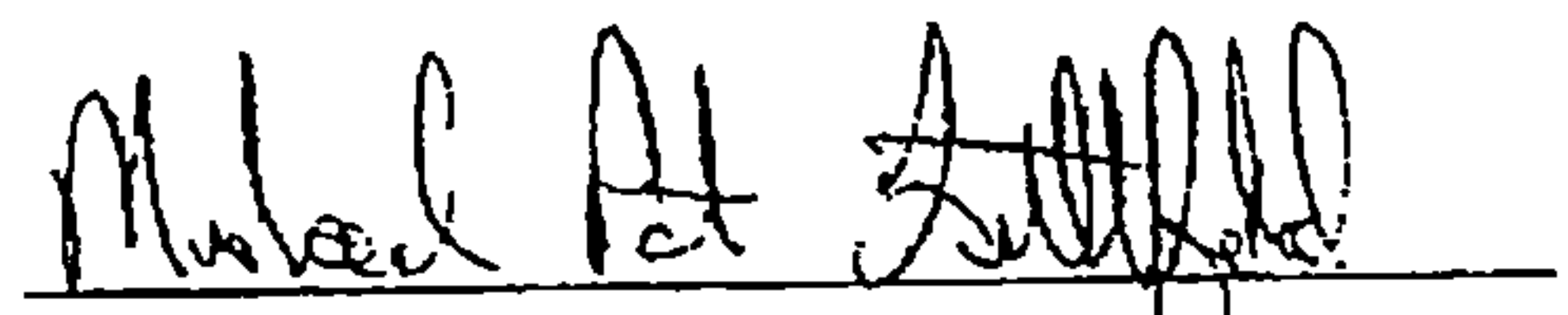


By: Michael Pat Littlefield, as Co-Personal Representative and successor Co-Trustee



By: Nelda L. Hunt, as Co-Personal Representative and successor Co-Trustee

GRANTORS:



Michael Pat Littlefield, individually



Nelda L. Hunt, individually



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**STATE OF ALABAMA
COUNTY OF SHELBY**

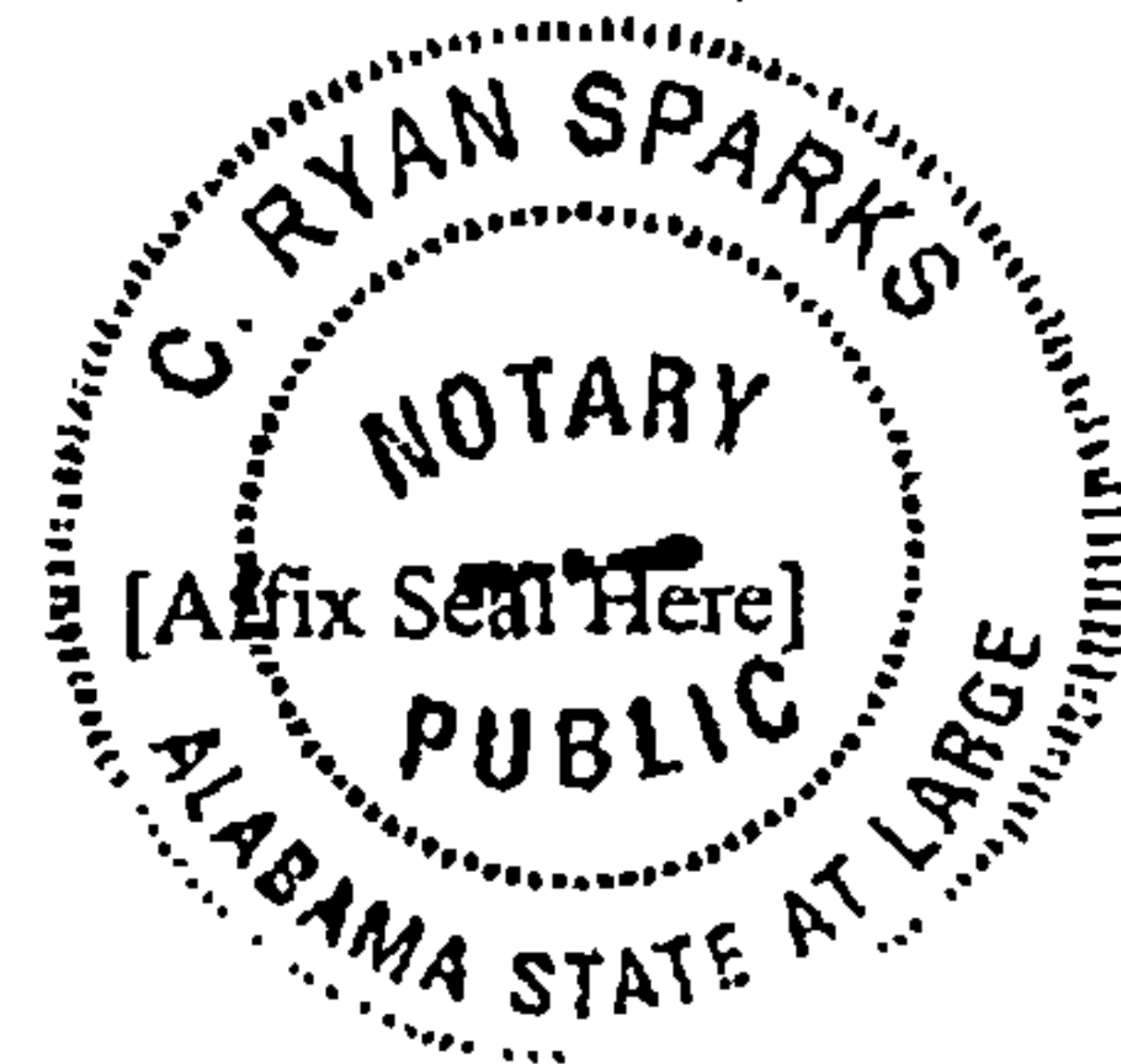
I, the undersigned, a Notary Public, in and for said State and County, do hereby certify that Michael Pat Littlefield and Nelda L. Hunt, whose names are each signed as Co-Trustees of the Family Trust established under the Will of Joe E. Littlefield, Deceased (Shelby County, Alabama Probate Case No. 2003-000585) to the above and foregoing conveyance, and who are each known to me, acknowledged before me on this day that, being informed of the contents of this instrument, Michael Pat Littlefield and Nelda L. Hunt each executed the same voluntarily with full authority as Co-Trustees of said Family Trust, on the day the same bears date.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals on this day of October 12, 2017.



C. Ryan Sparks, Notary Public

My Commission Expires: December 14, 2019



**STATE OF ALABAMA
COUNTY OF SHELBY**

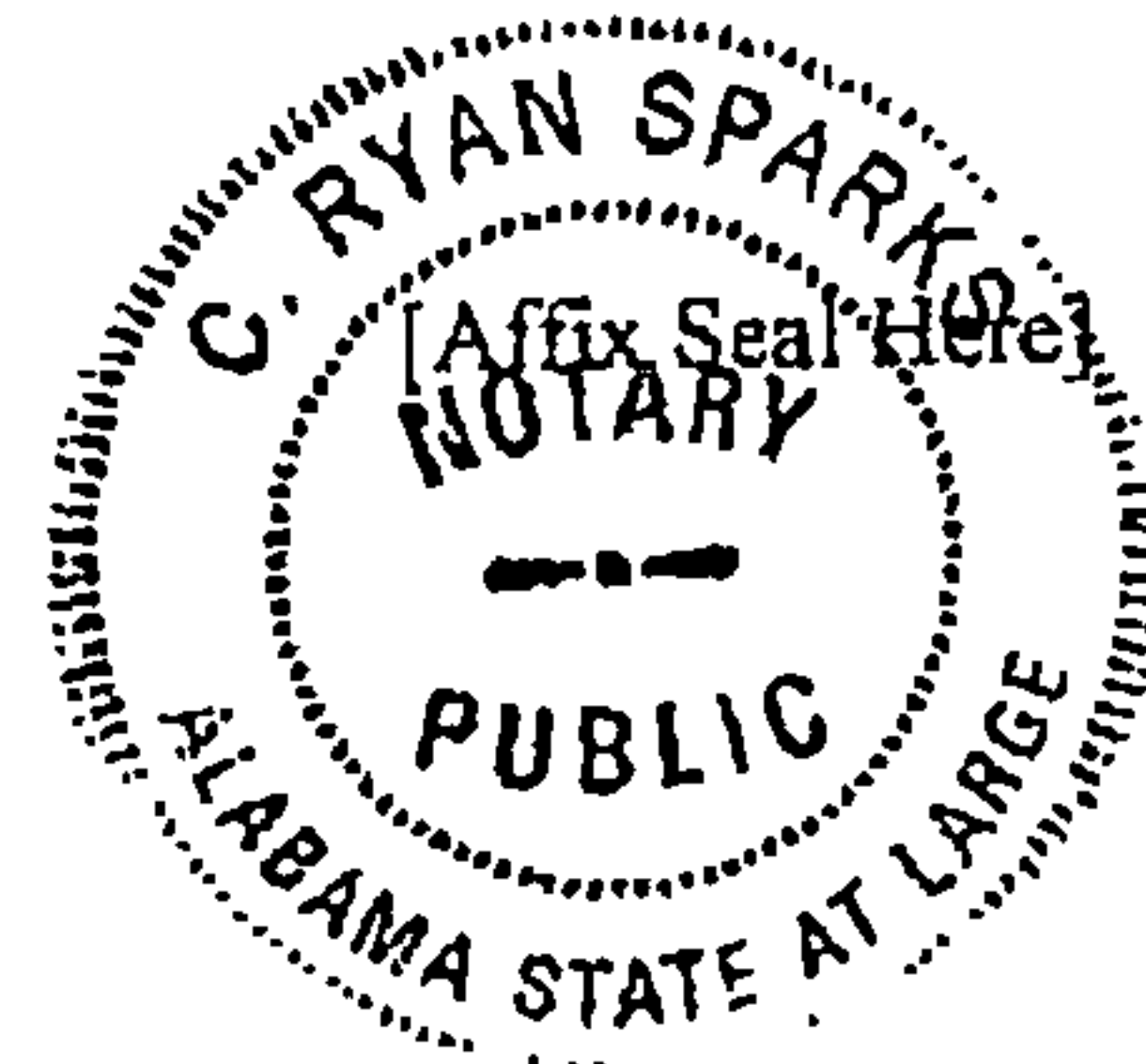
I, the undersigned, a Notary Public, in and for said State and County, do hereby certify that Michael Pat Littlefield and Nelda L. Hunt, whose names are each signed as Co-Personal Representatives and successor Co-Trustees of the Estate of Louella Honeycutt, Deceased, Probate Case No. 2017-00383) to the above and foregoing conveyance, and who are each known to me, acknowledged before me on this day that, being informed of the contents of this instrument, Michael Pat Littlefield and Nelda L. Hunt each executed the same voluntarily with full authority as Co-Personal Representatives of said Estate and as successor Co-Trustees, on the day the same bears date.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals on this day of October 12, 2017.



C. Ryan Sparks, Notary Public

My Commission Expires: December 14, 2019



**STATE OF ALABAMA
COUNTY OF SHELBY**

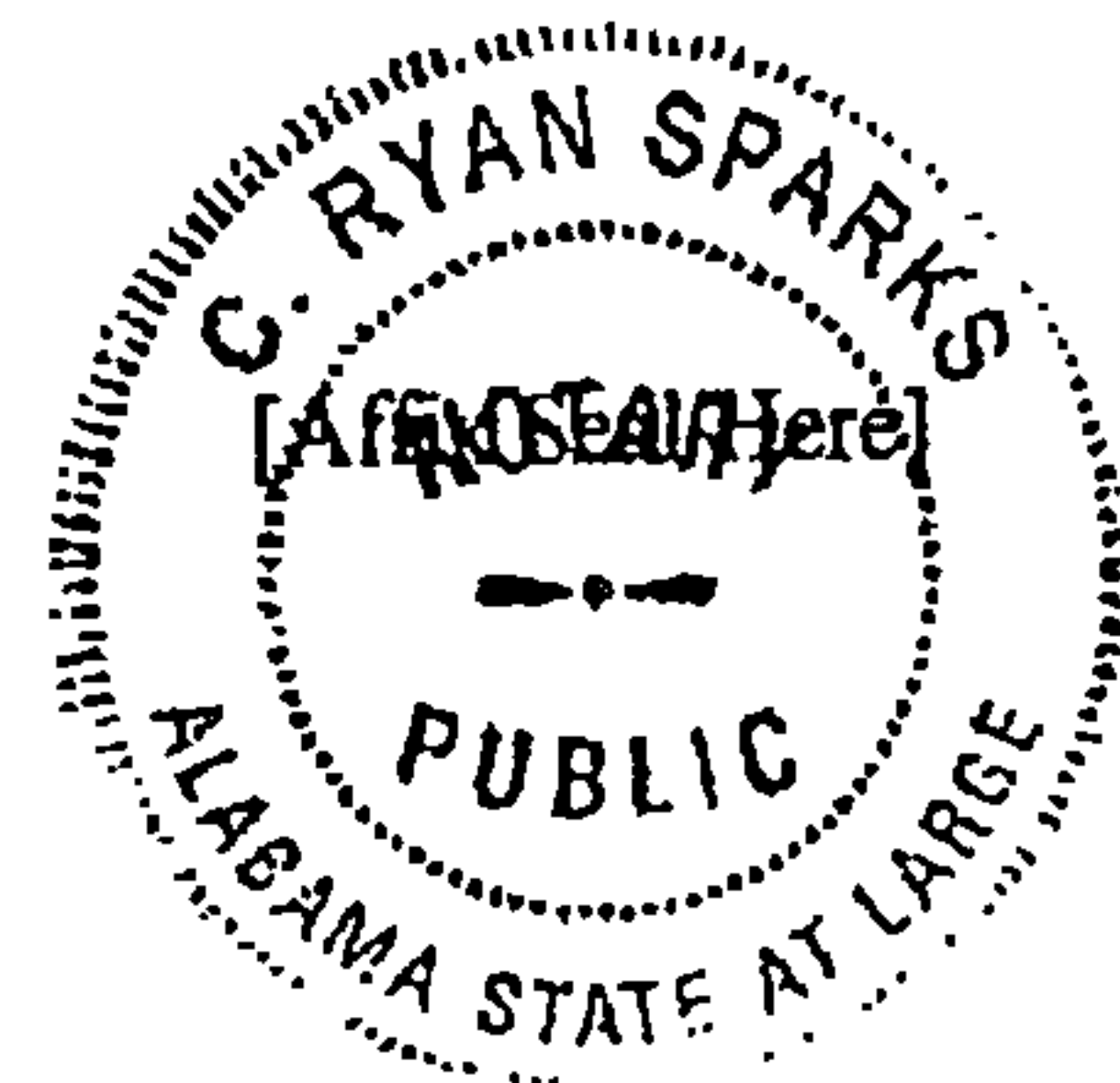
I, the undersigned, a Notary Public, in and for said State and County, do hereby certify that Michael Pat Littlefield and Nelda L. Hunt, whose names are each signed to the above and foregoing conveyance, and who are each known to me, acknowledged before me on this day that, being informed of the contents of this instrument, Michael Pat Littlefield and Nelda L. Hunt each executed the same voluntarily with full authority, on the day the same bears date.


IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals on this day of October 12, 2017.




C. Ryan Sparks, Notary Public

My Commission Expires: December 14, 2019




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Real Estate Sales Validation Form

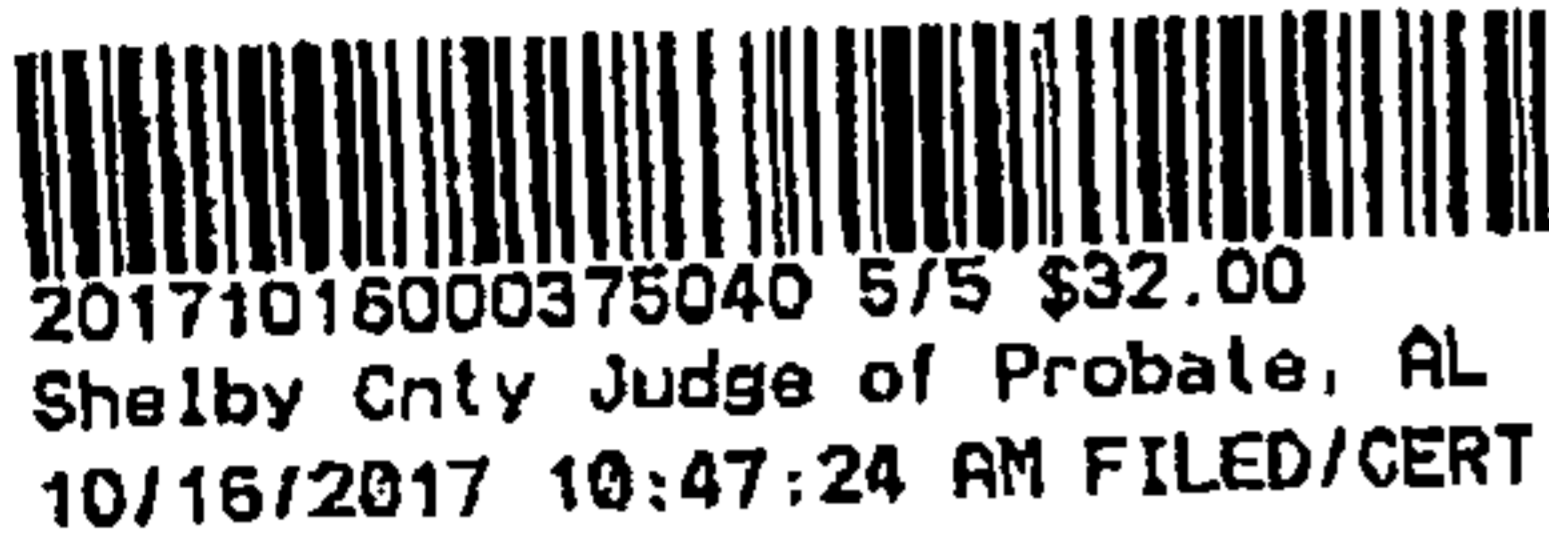
This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name Michael Pat Littlefield
Mailing Address Nelda L. Hunt
Estate of Louella Honeycutt, Et. AL
128 Mission Cir, Alabaster AL 35007

Grantee's Name Gamble Holdings, LLC
Mailing Address
2411 Pelham Parkway
Pelham, AL 35124

Property Address 2843, 2849, 2861 Pelham Play
Pelham, Alabama 35124

Date of Sale 10/6/17
Total Purchase Price \$ 195,000.00
or
Actual Value \$
or
Assessor's Market Value \$



The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

- Bill of Sale (checked)
Sales Contract
Closing Statement
Appraisal
Other

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 10/12/17

Print C. Ryan Sparks

Unattested

(verified by)

Sign

Handwritten signature of C. Ryan Sparks

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1



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