




1.03± Acre Building Lot with Assigned Boat Slip in the Peninsula at Western Shores, Calloway County, KY

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Auction Sales Map





RECEIVED
 CALLOWAY COUNTY CLERK
 RAY G. COURSEY JR.
 2008 SEP 3 PM 12:33
DEED OF CONVEYANCE

00632

File No. 082203-C nh

**FROM: KY Land Partners, LLC, a
 Limited Liability Company
 215 Centerview Drive, Suite 261
 Brentwood, Tennessee, 37027**

**TO: Homer M. Morgan
 765 Live Oak, Owensboro, KY 42303**

THIS DEED OF CONVEYANCE made and entered into this the 8th day of AUGUST, 2008, by and between KY Land Partners, LLC, a Limited Liability Company, 215 Centerview Drive, Suite 261, Brentwood, Tennessee, 37027, **Party of the First Part/Grantor, acting herein by and through its duly authorized officer, Mark Doetzer, and Homer M. Morgan, 765 Live Oak, Owensboro, KY 42303, in fee simple**, hereinafter referred to as party of the second part/Grantee(s).

The tax mailing address for the current year is: Homer M. Morgan, 765 Live Oak, Owensboro, KY 42303.

WITNESSETH: That the said Grantor(s), for and in consideration of the sum of **One Hundred Forty-Four Thousand Nine Hundred and no/100s Dollars (\$144,900.00)**, cash in hand paid, the receipt of which is hereby acknowledged, hereby bargain, grant, sell and convey unto the Grantee(s), and in fee simple, his heirs and assigns forever, the following described real property lying and being in Calloway County, Kentucky, to-wit:

A certain lot or parcel of land located in Calloway County, Kentucky, and more particularly bounded and described as follows, to-wit:

Being designated as Lot 43, WESTERN SHORES, Phase V, as shown on the plat of same of record in Map Book 40, Page 87, Slide 3903, i the Calloway County Court Clerk's Office in Murray, Kentucky, to which plat specific reference is hereby made for a more particular description of said lot.

Subject to covenants and restrictions for WESTERN SHORES recorded in Book 643, page 415, amended in Book 651, page 786, in the Calloway County Clerk's Office in Murray, Kentucky.

Subject to all restrictions, conditions, requirements and easements as set out in the Deed from the United States of America Tennessee Valley Authority of record in Book 103, pages 479 through 531, in the Calloway County Clerk's Office in Murray, Kentucky.

Subject to TVA Restrictions which does not convey any right to construct or maintain a private water use facility. Rights of ingress and egress to and from the waters of Kentucky Lake or to construct or maintain private water use facilities which may have accrued to this lot, if any, are vested in Western Shores Group Dock Association and are exercised in accordance with the Association Agreement and only through the TVA 26a permit already issued to the Group Dock Association or subsequent such permits so issued.

Being part of the same property conveyed to KY Land Partners, LLC by Deed of Conveyance from Badgett Properties, LTD dated March 31, 2006 and recorded on April 3, 2006 in Book 637, page 506 in the Calloway County Clerk's Office in Murray, Kentucky.

Also being part of the same property by Deed of Conveyance from Bentley F. Badgett II, Executor of the Estate of J. Rogers Badgett dated March 31, 2006 and recorded on April 3, 2006 in Book 637, page 523 and by Deed of Conveyance from Badgett Lake Properties, LTD dated March 31, 2006 and recorded on April 3, 2006 in Book 637, page 489 in the Calloway County Clerk's Office in Murray, Kentucky.

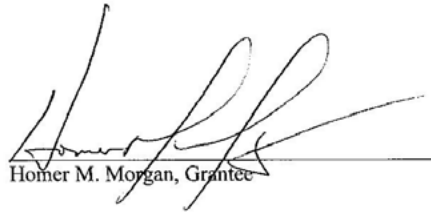
FILED FOR RECORD THIS 9th DAY OF
 Sept 08 4:33 PM
 RECORDED IN BOOK PAGE 632
 RAY G. COURSEY JR. CLERK CALLOWAY CO
 BY Rita Helser D.C.

TO HAVE AND TO HOLD the said land herein above described, together with all appurtenances and improvements thereunto belonging, unto Homer M. Morgan, Grantee(s), in fee simple, his successors, heirs, and assigns forever, with Covenant of General Warranty.

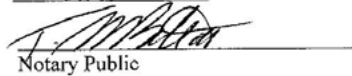




000638

Dated: 8/28/2008
Homer M. Morgan, GranteeSTATE OF KENTUCKY
COUNTY OF DAVIES

Personally appeared before me, the undersigned authority, a Notary Public, Homer M. Morgan, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that (he/she/they) executed the foregoing instrument for the purposes therein contained.


Witness my hand, this the 28th day of AUGUST, 2008.
Notary PublicMy Commission Expires: 09-04-2010

IN TESTIMONY WHEREOF, witness the signature of the Grantor the day and date first above 0th 634
 written.

KY Land Partners, LLC
 A Delaware Limited Liability Company

by: National Land Partners, LLC
 A Delaware Limited Liability Company
 Manager of KY Land Partners, LLC

by: American Land Partners, Inc.
 A Delaware Corporation
 Manager of National Land Partners, LLC

by: 
 Mark Doetzer
 Authorized Agent

STATE OF TENNESSEE
 COUNTY OF DAVIDSON

Before me, the undersigned authority, a Notary Public, in and for said state and county, personally appeared Mark Doetzer, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Authorized Agent of American Land Partners, Inc., Manager of National Land Partners, LLC, Manager of KY Land Partners, LLC, the within named bargainor, and that he, as such Authorized Agent, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of American Land Partners, Inc., Manager of National Land Partners, LLC, and Manager of KY Land Partners, LLC by himself as Authorized Agent.

Witness my hand and official seal, at office, this the 11th day of August,
 2008.


 Notary Public

My Commission Expires: 12-3-08


This Instrument Prepared by:




Carol A. Guthrie, #89850
 Attorney at Law
 Joyce, Meredith, Flitcroft and Normand
 P. O. Box 6197
 30 Kentucky Avenue
 Oak Ridge, TN 37830
 (865) 482-2486

Transfer Tax \$145.00

Estimated Taxes

 **Calloway County, KY PVA**

Will McLemore  Search

Layers Map Search Results Report Sales Search Sales List Sales Results **Tax Estimator** Mailing Address Change Home

Tax Estimator

Tax District

10-County (0.91835) ▼

Homestead Exemption

☒ Not Exempt ☐ Exempt

Market Value


Compute

Estimated Taxes


\$918.35

** Note: The PVA is responsible for the fair market value of property and the calculation is an estimate only. The estimate is based upon a standard homestead exemption if checked. Application for any exemptions must be made as detailed in the "Exemptions" section of this site. The fair market value is determined by the PVA and the Property Owner will be notified upon a new change of ownership, change in value, returned value difference, exempt to taxable, or new conservation use covenant. We suggest you use the Purchase Price to obtain your estimate if no physical changes have been made since the valuation on January 1 of the previous year and the current values have not been approved nor the millage rate set on the current year value. The tax estimator is a good faith effort to assist you in planning tax liability for planning purposes only!*

Information



Calloway County, KY
101 S. 5th St
Murray, KY 42071



Property Valuation Administrator
[Nikki McMillen-Crouch](#)
(270) 753-3482

Announcements

[Search across multiple counties](#)

Form of Agreement of Purchase and Sale



AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT is dated for reference on November 29, 2021

BETWEEN:

Homer M. Morgan
765 Live Oak Place
Owensboro, Kentucky 42303
(the "Seller")

AND

,
(the "Purchaser").

1. AGREEMENT TO PURCHASE: The Purchaser agrees to purchase from the Seller the property (the "Property") legally described on Exhibit A hereto, together with all buildings, improvements, and appurtenances thereon, on the following terms and conditions:
 1. HIGH BID PRICE: \$
 2. 10% BUYER'S PREMIUM: \$
 3. PURCHASE PRICE: \$
 4. The Purchase Price shall be paid as follows:
 1. Deposit: Concurrently with the execution and delivery of this Agreement, the Purchaser shall pay to Greg Taylor and Associates, PLLC, 705-A South 4th Street, 42071 Murray, Kentucky, United States, work:(270) 761-4558, work:laurahairald@gregtaylorlaw.com, Laura Hairald, Contact, (the "Title Company"), as Escrow Agent, an earnest money deposit (the "Deposit") of 15% of the Purchase Price, in the amount of \$0.00. The Deposit shall be non-refundable except as provided in Section 9 of this Agreement.
 2. Balance of Purchase Price: The balance of the Purchase Price, plus or minus prorations as set forth below, shall be paid by the Purchaser at Closing (as defined below) by wire transfer or cashier's check, payable to the Title Company, as Escrow Agent.
 3. The Purchaser acknowledges and agrees that its obligations under this Agreement are not contingent or conditioned upon the Purchaser obtaining financing from any lender.
2. CLOSING: The closing (the "Closing") of the purchase shall occur on or before 4:00 pm, local



time, on January 4, 2022. The Closing shall occur at the offices of the Title Company. At Closing, the Seller shall deliver to the Purchaser a warranty deed in recordable form conveying fee simple title to the Property free and clear of all liens, subject to such permitted encumbrances and exceptions to title set out in the Title Commitment.

3. POSSESSION: The Purchaser will receive possession at closing.

4. CLOSING COSTS:

1. The Seller shall pay the following closing costs:

1. Costs to search the title and prepare the title commitment;
2. Costs to prepare the deed;
3. 50% of the closing agent's cost to close the sale; and
4. Any legal counsel retained by Owner in connection with the conveyance of the Property.

2. The Purchaser shall pay the following costs:

1. The cost of the standard owner's ALTA title policy, if Purchaser chooses to have a title policy issued;
2. Any special endorsements to the title policy;
3. Any costs associated with title insurance issued in favor of Purchaser's lenders, if any;
4. All costs arising from or relating to any loan sought by Purchaser to finance the conveyance;
5. All recording costs, transfer taxes and mortgage taxes arising from the deed, deed of trust and any other financing documents required by Purchaser's lenders, if any;
6. 50% of the closing agent's cost to close the sale; and
7. Any legal counsel retained by Purchaser in connection with the conveyance of the Property.

5. PRORATIONS / TAXES: Taxes for the year of closing will be prorated between the parties, and Seller will be responsible for any delinquent taxes. If the tax assessment for the calendar year of closing is not known at the Closing Date, the proration will be based on taxes for the previous tax year.

6. SURVEY: The Seller will obtain and provide a new boundary survey if there is no existing legal description for the Property and/or the conveyance of the Property will involve the creation of new tract boundaries. Any need for a new survey shall be determined solely by the Seller. If a survey is provided, the type of survey performed shall be at Seller's option and sufficient for the issuance of an owner's title insurance policy.

7. **TITLE:** Seller will provide Purchaser with a Title Commitment issued by a reputable title insurance company selected by Seller, and Purchaser hereby agrees to accept title to the Property subject to:
1. all standard exclusions and printed exceptions set forth in the Title Commitment,
 2. liens for taxes not yet due and payable,
 3. easements for public utilities affecting the Property
 4. all other easements or claims to easements, covenants, restrictions, and rights-of-way affecting the Property,
 5. rights and claims of parties in possession and
 6. all permitted title exceptions referenced in the Title Commitment.
 7. All applicable zoning ordinances and other land use laws and regulations shall be deemed as permitted title exceptions.
8. **CONDITION OF THE PROPERTY:** The purchaser shall accept the Property in an “as-is” condition as of the Closing Date, and purchaser specifically agrees that the Seller has not and does not make any representations or warranties of any kind whatsoever, express or implied, to the purchaser regarding the Property OR ANY IMPROVEMENTS THEREON INCLUDING, WITHOUT LIMITATION, ANY ZONING RESTRICTIONS, THE DIMENSION OR ACREAGE OF THE PROPERTY OR IMPROVEMENTS, any aspect of the condition of the Property or improvements or the fitness of the Property or improvements for any intended or particular use, any and all such representations or warranties, express or implied, being hereby expressly waived by the purchaser and disclaimed by the Seller. The Purchaser represents and warrants to the Seller that the Buyer has not been induced to execute this Agreement by any act, statement or representation of the Seller or its agents, employees or representatives. The Purchaser acknowledges and agrees that it is the Purchaser’s responsibility to make such legal, factual and other inquiries and investigations as the Purchaser considers necessary with respect to the Property, and the Purchaser hereby represents and warrants that they have executed this Agreement based solely on their own independent due diligence and investigation, and not in reliance upon any information provided by the Seller or McLemore Auction Company, LLC or their agents, employees, or representatives.
9. **BREACH OF CONTRACT BY SELLER:** If the Seller defaults in the performance of any of its

obligations hereunder and Closing fails to occur by reason thereof, the Purchaser may terminate this Agreement and shall be entitled to the return of the Deposit, or seek specific performance of this Agreement.

10. **BREACH OF CONTRACT BY PURCHASER:** If the Purchaser defaults in the performance of any of its obligations hereunder and Closing fails to occur by reason thereof, the Deposit shall be forfeited to the Seller and McLemore Auction Company, LLC.
11. **AUCTIONEER'S AGENCY DISCLOSURE:** The Purchaser acknowledges that McLemore Auction Company, LLC, in conjunction with Alliance RE/Auction and Estate Services, License 238719, Silas E. Deane, KY Broker 192076 and KY Principal Auctioneer 259488, the auctioneer of the Property, is acting as a single agent representing the Seller exclusively in this transaction and is not acting as a subagent, a buyer's agent, a facilitator or a limited consensual dual agent in connection with this transaction.
12. **OTHER:**
 1. **Time:** Time is of the essence hereof.
 2. **Counterparts:** This Agreement may be executed in any number of original counterparts, with the same effect as if all the parties had signed the same document, and will become effective when one or more counterparts have been signed by all of the parties and delivered to each of the other parties. All counterparts will be construed together and evidence only one agreement, which, notwithstanding the dates of execution of any counterparts, will be deemed to be dated the date first above written.
 3. **Electronic Execution:** This Agreement may be executed by the parties and transmitted by fax, email, Internet and/or other electronic means and if so executed and transmitted this Agreement will be for all purposes as effective as if the parties had executed and delivered an original Agreement.
 3. **Notices:** All notices under this Agreement shall be deemed delivered when personally delivered or sent by registered mail or courier service to the address of either party as set forth on page 1 above.
 4. **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors, administrators, executors and permitted assigns.
 5. **Choice of Law:** This Agreement shall be interpreted according to the laws of the state in which the Property is located.
 6. **Enforcement Costs:** In the event it becomes necessary for the Seller, the Purchaser or McLemore Auction Company, LLC to enforce this Agreement through litigation, the prevailing party shall be entitled to recover all of its costs of enforcement, to include attorneys' fees, court costs, costs of discovery and costs of all appeals.
 7. **Entire Agreement:** This Agreement constitutes the entire agreement between the



Purchaser and the Seller, and all prior agreements and understandings, whether written or oral, are merged herein.

8. Conveyance Instructions: The Property shall be conveyed to the Purchaser and the Purchaser hereby directs Seller to execute and deliver the deed to the Purchaser.
 1. The above notwithstanding, the Purchaser may direct the Seller to execute and deliver the deed to an alternative party (the "Deed Grantee") by notifying the Title Company a minimum of 3 business days before the Closing. If the Deed Grantee is different than the party executing this Contract as Purchaser, then:
 1. if requested by Seller, Purchaser will, before Closing, execute and deliver an appropriate instrument prepared or approved by Seller assigning Purchaser's rights to acquire the Property to the Deed Grantee; and
 2. the Purchaser shall nevertheless be bound by all of the terms of the Contract unless Seller hereafter agrees in writing to release Purchaser from this Contract.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

See following pages for electronic signatures.

Exhibit A: Description of Property

Auction Tract: 43
1.03 +/- Acres

Portion of Topographic Survey



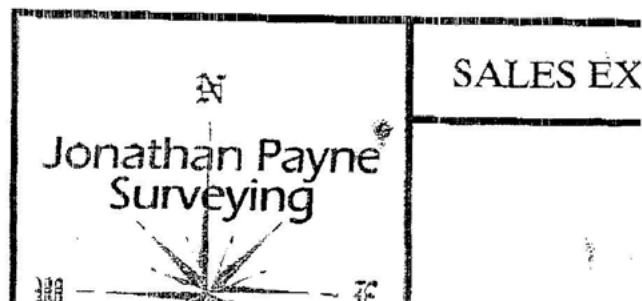
MCLEMORE
AUCTION COMPANY



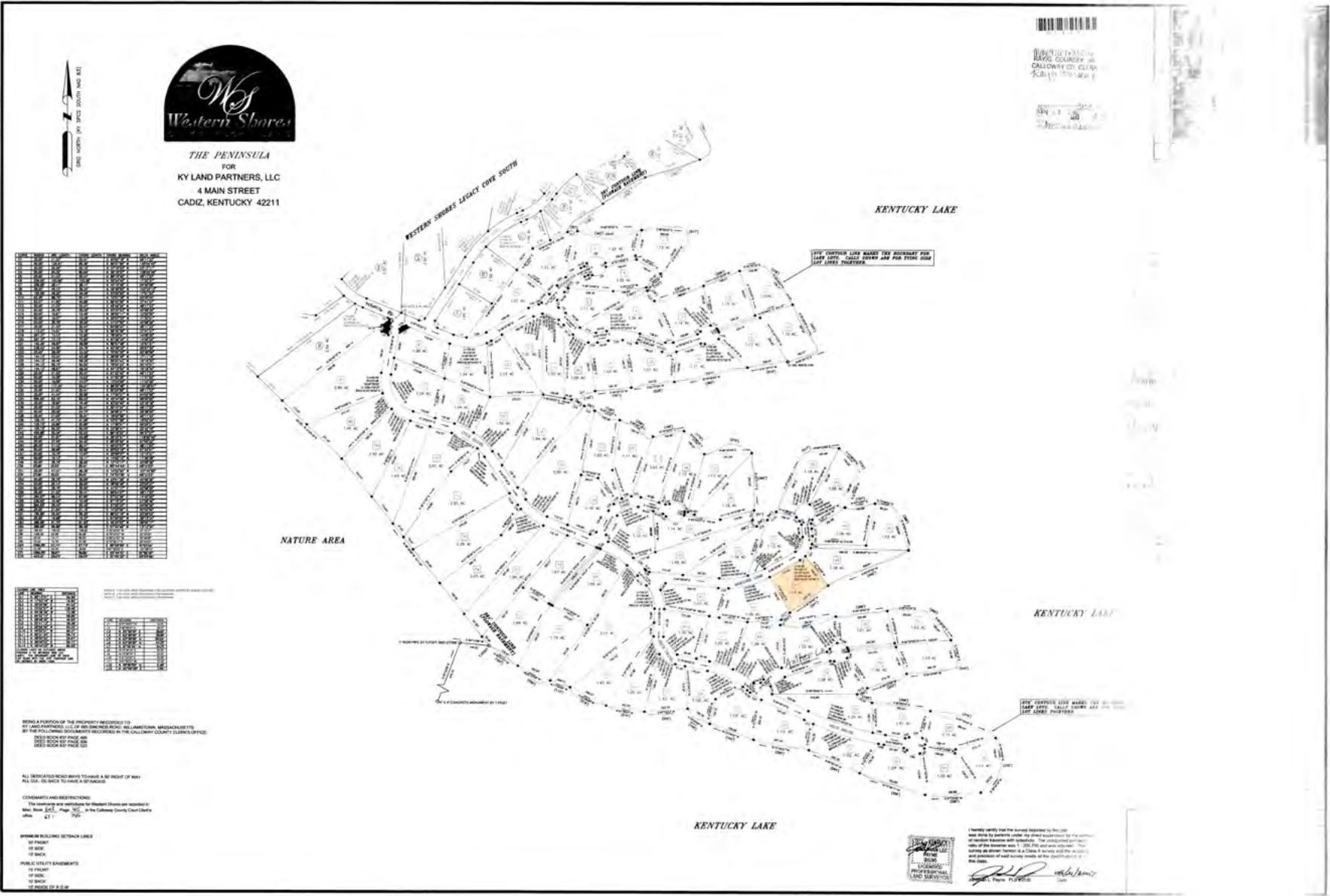
ID BEARING	DELTA ANGLE
50°35' W	82°38'56"
06°48' W	17°11'19"
20°42' W	19°16'32"
04°24' W	20°10'51"
10°54' W	19°18'34"
22°42' W	48°11'23"
52°35' E	11°31'02"
24°56' E	11°33'39"
25°46' E	134°28'01"
25°55' E	48°11'23"
30°21' W	94°02'55"
44°09' W	08°05'02"
20°40' W	43°18'18"
10°24' E	48°11'23"
58°31' E	28°39'09"
00°59' E	48°11'23"
21°29' E	18°52'24"

SC

18" LON
"J PAYN



Subdivision Plat



Tax Information



Calloway County, KY PVA

Parcel Summary

Parcel Number 092-B-0005-00043
Account Number 225666
Location Address MARINER LANE
Description MARINER LANE
(Note: Not to be used on legal documents)
Class RESIDENTIAL (10)
Tax District 10-County

[View Map](#)

Owner Information

MORGAN HOMER M
765 LIVE OAK
OWENSBORO, KY 42303

Land Information

Condition		Topography	Not Used
Plat Book/Page		Drainage	
Subdivision	WESTERN SHORES UNIT V	Flood Hazard	
Lot		Zoning	
Block		Electric	No
Acres	1.02	Water	No
Front	0	Gas	No
Depth	0	Sewer	No
Lot Size	0x0	Road	
Lot Sq Ft	44431	Sidewalks	No
Shape		Information Source	

Sales Information

Sale Date	Sale Price	Deed Book	Deed Page	Grantee	Grantor
9/9/2008	\$144,900			KENTUCKY LAND PARTNERS LLC	KENTUCKY LAND PARTNERS LLC
9/9/2008	\$144,900	759	632	MORGAN HOMER M	KENTUCKY LAND PARTNERS LLC

Valuation

	Working Value	Certified Value
+ Land Value	\$100,000	\$100,000
+ Improvement Value	\$0	\$0
= Total Taxable Value	\$100,000	\$100,000
- Exemption Value	\$0	\$0
= Net Taxable Value	\$100,000	\$100,000

Exemption Homestead: No Homestead: No

Recent Sales In Area

Sale date range:

From: 01 / 01 / 2007 To: 11 / 02 / 2021

Sales by Subdivision

Sales by Parcel Group

1500

Feet



Sales by Distance

No data available for the following modules: Improvements, Photos, Sketches.

The Calloway County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation.

[User Privacy Policy](#)
[GDPR Privacy Notice](#)

Last Data Upload: 11/2/2021, 4:06:51 AM

Developed by
 Schneider
GEOSPATIAL

Version 2.3.157



Tax Map

et™ Calloway County, KY PVA

Will McLemore

 Search

Search Results Report Sales Search Sales List Sales Results Tax Estimator Mailing Address Change Home

+

⌕

-

⌕





Parcel ID092-B-0005-00043

Sec/Twp/Rngn/a

Property AddressMARINER LANE

District10-County

Brief Tax DescriptionMARINER LANE

(Note: Not to be used on legal documents)

Alternate ID225666

ClassRESIDENTIAL (10)

Acreage1.02

Owner AddressMORGAN HOMER M

765 LIVE OAK

OWENSBORO, KY 42303

952094.83, 1780907.90

POWERED BY 



The Peninsula - Information Statement



WESTERN SHORES “The Peninsula” Information Statement

Disclaimer

Western Shores POA provides this information as informational only and makes no representation or guarantee as to the accuracy thereof. In the event of any questions concerning the accuracy of such information, contact the Calloway County Courthouse to obtain copies of public records such as title, plat maps, etc.

1. The following information regarding easements, setbacks, private/group docks, common areas, etc. was provided by KY Land Partners, LLC in the KLP “The Peninsula” Vital Information Statement document dated March 17, 2008.:

- A. Parcels 3, 8- 12, 38-41, 51, 52, and 57-61 in The Peninsula at Western Shores Phase IV have all rights granted by the Tennessee Valley Authority (TVA), which include but are not limited to, the right to have a private dock.
- B. Parcel 76 in Legacy Cove South at Western Shores Phase III as well as Parcels 1, 2, & 4-7 in The Peninsula at Western Shores Phase IV have an assigned slip in group dock XI (#76, A; # 1, B; #2, C; #4, D; #5, E; #6, F; #7, G) as depicted on the plat map for the community and as such, will be members of Western Shores Group Dock Association XI.
- C. Parcels 13-15, 24-25, 27-33, and 35-37 in The Peninsula at Western Shores Phase IV have an assigned slip in Group dock XII (#13, slip A; #14, lip B; #15, slip C; #24, slip D; #25, slip E; #27, slip F; #28, slip G; #29, slip H; #30, slip I; #31, slip J; #32, slip K; #33, slip L; #35, slip M; #36, slip N; #37, slip O) as depicted on the plat map for the community and as such, will be members of Western Shores Group Dock Association XII.
- D. Parcels 42-44 and 48-50 in The Peninsula at Western Shores Phase IV have an assigned slip in group dock XIII (#42, slip A; #43, slip B; #44, slip C; #48, s lip D; #49, slip E; #50, slip F) as depicted on the plat map for the community and as such, will be members of Western Shores Group Dock Association XIII.
- E. Parcels 53-56 in The Peninsula at Western Shores Phase IV have an assigned slip in group dock XIV (#53, slip A; #54, slip B; #55, slip C; #56, slip D) as depicted on the plat map for the community and as such, will be members of Western Shores Group Dock Association XIV.

April 16, 2020



WESTERN SHORES “The Peninsula” Information Statement

- F. Parcels 62-68, 70 and 71 in The Peninsula at Western Shores Phase IV have an assigned slip in group dock XV (#62, slip A; #63, slip B; #64, slip C; #65, slip D; #66, slip E; #67, slip F; #68, slip G; #70, slip H; #71, slip I) as depicted on the plat map for the community and as such, will be members of Western Shores Group Dock Association XV.
- G. A common twelve foot (12') easement exists along the parcel boundary line between parcels 9 & 10 as depicted on the plat map for the community. This easement is for the purpose of ingress and egress (driveway) and utilities and is for the benefit and use of parcels 8-11 in The Peninsula of Western Shores Phase IV.
- H. A common twelve foot (12') easement exists along the parcel boundary line between parcels 31 & 32 as depicted on the plat map for the community. This easement is for the purpose of ingress and egress (driveway) and utilities and is for the benefit and use of parcels 31-33 in The Peninsula of Western Shores Phase IV.
- I. A common twelve foot (12') easement exists along the parcel boundary line between parcels 40 & 41 as depicted on the plat map for the community. This easement is for the purpose of ingress and egress (driveway) and utilities and is for the benefit and use of parcels 40-42 in The Peninsula of Western Shores Phase IV.
- J. A common twelve foot (12') easement exists along the parcel boundary line between parcels 51 & 52 as depicted on the plat map for the community. This easement is for the purpose of ingress and egress (driveway) and utilities and is for the benefit and use of parcels 50-53 in The Peninsula of Western Shores Phase IV.
- K. A common twelve foot (12') easement exists along the parcel boundary line between parcels 70 & 71 as depicted on the plat map for the community. This easement is for the purpose of ingress and egress (driveway) and utilities and is for the benefit and use of parcels 69-72 in The Peninsula of Western Shores Phase IV.
- L. Parcel #30 of The Point at Western Shores Phase II is a common area comprised of a common boat dock consisting of 36 boat slips, a boat launch, paved parking area and picnic area.
- M. Parcel #12 of Sunrise Bay at Western Shores Phase V is a common area comprised of common boat docks consisting of 120 boat slips, a community pool, a boat launch, a paved parking area, and a community pavilion.
- N. A minimum thirty (30) foot building setback exists from the county maintained roadways as well as the common drive easements. In some cases, the building set back shall be dictated by the individual parcel configuration as the set-back line must be set at a point where the parcel width is a minimum of 100'.

April 16, 2020



WESTERN SHORES
“The Peninsula” Information Statement

- O. A ten (10) foot building setback exists from the side and rear boundary lines of the parcels.
- P. A fifteen (15) foot utility easement exists along the road frontage to all parcels within the community and a ten (10) foot easement along all other boundary lines within the community for the installation, replacement and repair of all utilities servicing the community. The purpose of the easement is to allow Western KY Rural Electric, Western KY Rural Telephone and other future utility companies’ access to the lines for maintenance and repairs.
- Q. A Wildlife Preserve exists within the Western Shores Community for the sole use and enjoyment of the Western Shores Property owners. Said Preserve is approximately 150 acres in size and includes walking trails and a parking area. The use of motorized vehicles, bicycles, golf carts (gas or electric) is authorized for the parking area only and is strictly prohibited within the Preserve.
- R. Parcels 71 and 73-81 in The Peninsula of Western Shores Phase IV abut the above-mentioned Wildlife Preserve.
- S. The Western Shores Property Association owns and maintains a parcel at the intersection of Minnow Road and Dock Drive that abuts lots 20 and 81 The Peninsula, Western Shores Phase IV. This parcel is designated for subdivision signage.

April 16, 2020



Title Commitment



COMMITMENT FOR TITLE INSURANCE ISSUED BY CHICAGO TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY


Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, *Chicago Title Insurance Company*, a Florida (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.


If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Date: December 2, 2021

Bankers Title & Escrow Corporation

CHICAGO TITLE INSURANCE COMPANY

By: 
Randy Quirk
President

ATTEST 
Maryjane Nemzura
Corporate Secretary

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ALTA Commitment for Title Insurance (08-01-16) (Jacket)

P21-4116-WE



COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; [and]
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form].

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

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- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
 - (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
 - (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
 - (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.
-
- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
 - (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
 - (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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ALTA Commitment for Title Insurance (08-01-16) (Jacket)

P21-4116-WE





Transaction Identification Data for reference only:

Issuing Agent: Bankers Title & Escrow Corporation
Issuing Office: 3310 West End Avenue, Suite 540, Nashville, TN 37203
Issuing Office's ALTA® Registry ID:
Loan ID No.:
Commitment No.: P21-4116-WE-1
Issuing Office File No.: P21-4116-WE
Property Address: 1 Mockingbird Hill Subdivision, Bon Aqua, TN 37025
2 of the Mockingbird Hill Subdivision, Bon Aqua, TN 37025
10 of the Mockingbird Hill Subdivision, Bon Aqua, TN 37025
14 of the Mockingbird Hill Subdivision, Bon Aqua, TN 37025
16 of the Mockingbird Hill Subdivision, Bon Aqua, TN 37025
17 of the Mockingbird Hill Subdivision, Bon Aqua, TN 37025

SCHEDULE A

1. Commitment Date: December 2, 2021 at 08:00 AM
2. Policy or Policies to be issued:
 - a. ALTA Owners Policy (06/17/06)
Proposed Insured: TO BE DETERMINED
Amount of Insurance: \$0.00
 - b. ALTA Loan Policy (06/17/06)
Proposed Insured: , its successors and/or assigns as their respective interests may appear.
Amount of Insurance: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the estate or interest in the Land is at the Commitment Date vested in:

Mark A. Hayes, Trustee of The Commodore Irrevocable Trust dated May 31, 2019
5. The land referred to in this Commitment is described in Exhibit "A" attached hereto and made part hereof.

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ALTA Commitment for Title Insurance 8-1-16

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SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. Instrument(s) creating the estate or interest to be insured must be approved, executed and filed for record, to wit:
 - a. Deed From Mark A. Hayes, Trustee of The Commodore Irrevocable Trust dated May 31, 2019 to TO BE DETERMINED describing the property set out in Schedule A.
 - b. Deed of Trust from TO BE DETERMINED and spouse(s) if married, in favor of .
2. Payment of the full consideration to, or to the account of, the grantors or mortgagors.
3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors and materialmen are all paid.
5. Taxes for the year 2021: Map/Parcel 041-002.01-000 (as to Lot 1)
Hickman County: \$ 130.00; Due and Payable.

Taxes for the year 2021: Map/Parcel 041-002.03-000 (As to Lot 2)
Hickman County: \$ 167.00; Due and Payable.

Taxes for the year 2021: Map/Parcel 041-002.09-000 (As to Lot 10)
Hickman County: \$ 130.00; Due and Payable.

Taxes for the year 2021: Map/Parcel 041-002.13-000 (As to Lot 14)
Hickman County: \$ 117.00; Due and Payable.

Taxes for the year 2021: Map/Parcel 041-002.15-000 (As to Lot 16),
Hickman County: \$ 143.00; Due and Payable.

Taxes for the year 2021: Map/Parcel 041-002.16-000 (As to Lot 17),
Hickman County: \$ 165.00; Due and Payable.
6. We must be furnished with the trust agreement for the Mark A. Hayes, Trustee of The Commodore Irrevocable Trust dated May 31, 2019 Trust and all amendments thereto, and any conveyance must be made in compliance with the terms of said agreements. In addition, we must be furnished with the proof of the identity of the current Trustee(s) authorized by the Trust to dispose of real property.

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ALTA Commitment for Title Insurance 8-1-16

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SCHEDULE B, PART I (Continued)

7. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
8. If construction, demolition, or the delivery of materials therefore has occurred on the land within the last 120 days, we require satisfactory compliance with the Tennessee Notice of Completion statute, including the recordation of a proper Notice of Completion, notice to appropriate parties, the running of the applicable claim period, and the satisfactory resolution of any claims submitted in accordance therewith, prior to closing.

NOTE: Please be advised that you will need to obtain Over Limit Approval in the normal manner and our delivery of this Title Search Report does not constitute such approval.

NOTE: If the above requirements include a deed of trust(s) to be satisfied and released and such referenced deed of trust (mortgage) is a Home Equity Line of Credit, Open End Deed of Trust or other Credit Line, the Company also requires the following: The Settlement/Escrow Agent must send a written authorization in behalf of the mortgagor to the Lender, in addition to the payoff check/wire, instructing the Lender to close said account and issue no more checks or drafts since the payoff was quoted.

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ALTA Commitment for Title Insurance 8-1-16

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SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or Mortgage thereon covered by the form.
2. Rights or claims of parties in possession not shown by the public records.
3. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Taxes or special assessments which are not shown as existing liens by the public records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
6. Easements or claims of easements not shown by the Public Records.
7. If improvements are completed after January 1 of any year, and the law, pursuant to TCA 67-5-509 and TCA 67-5-603, requires supplemental assessment for the year in which improvements are completed, the company assumes no liability for taxes assessed by correction or supplemental assessment.
8. Taxes for the year 2021, a lien due and payable, but not delinquent.
9. Subject to all matters shown on the Plan of record in Plat Cabinet B, Slide 109, Register's Office for Hickman County, Tennessee.
10. Restrictions of record in Book 5, Page 8021, in the Register's Office for Hickman County, Tennessee, but omitting any restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons.
11. Subject to a Grant of Transmission Line Easement of record in Book 4, Page 55, in the Register's Office for Hickman County, Tennessee.

(Affect Parcel No. 041-002.09)
12. Subject to an Easement of record in Book Y-1 , Page 111, in the Register's Office for Hickman County,

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SCHEDULE B, PART II (Continued)

Tennessee.

13. May be subject to a right of way Easement of record in Book 3, Page 53, in the Register's Office for Hickman County, Tennessee.
14. Subject to the flow of any creeks, streams, or branches across subject property.
15. Supplemental Assessment
16. ROW Old Hillsboro Road aka Hillsboro Road Also subject to a Cul-de-sac, as shown on Plat Cabinet B, Slide 109

(As to Parcel No. 041-002.01)
17. Subject to the rights of others in and to a 50-foot Easement, serving lots 1-4, as shown on Plat Cabinet B, Slide 109

(As to Parcel No. 041-002.01 and 041-002.03)
18. Subject to the rights of others in and to a 50-foot right of way, running along our North lines, and serving as Access to Old Hillsboro Road, for surrounding properties as shown on Plat Cabinet B, Slide 109

(As to Parcel No. 041-002.01)
19. Subject to over head power lines, as shown on tax map.

(As to Parcel No. 041-002.01)
20. Subject to a cul-de-sac, as shown on plat Cabinet B, Slide 109

(As to Parcel No. 041-002.03)
21. ROW Hilo Road as shown on Plat Cabinet B, Slide 109

(As to Parcel No. 041-002.09 and 041-002.15, 041-002.16)
22. Subject to a 10, 20 foot utility and Waterline Easement, running along out North line, as shown on plat Cabinet B, Slide 109

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ALTA Commitment for Title Insurance 8-1-16

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SCHEDULE B, PART II (Continued)

(As to Parcel No. 041-002.09 and 041-002.15, 041-002.16)

23. Subject to an overhead electric line, (noted) to be remover, per plat Cabinet B, Slide 109

(As to Parcel No. 041-002.09 and 041-002.15, 041-002.16)

24. Access to subject property is limited to a 25-foot Easement, serving Lots 13 and 14, and leading to Hilo Road as shown on plat Cabinet B, Slide 109

(As to Parcel No. 041-002.13)

25. Subject to the Transmission Line Tower, partially located, within the bounds of subject property as shown on plat Cabinet B, Slide 109

(As to Parcel No. 041-002.15)

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AMERICAN
LAND TITLE
ASSOCIATION



P21-4116-WE





EXHIBIT A

The Land is described as follows:

Land in Hickman County, Tennessee, being Lot Nos. 1, 2, 10, 14, 16, 17 on the Plan of Mockingbird Hills of record in Plat Book Cabinet B, Page Slide 109, in the Register's Office for Hickman County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

Being a portion of the same property conveyed to Barnard Telecommunications, Inc., a Montana corporation by Warranty deed from RT and Sons LLC, a Nevada limited liability company of record in Book 29, page 615 Register's Office for Hickman County, Tennessee, dated December 29, 2011 and recorded on April 11, 2012. (Value or consideration as shown in aforementioned deed \$182,000.00.)

Being the same property conveyed to Mark A. Hayes, Trustee of The Commodore Irrevocable Trust dated May 31, 2019 by Warranty deed from Barnard Telecommunications, Inc, a Wyoming corporation of record in Book 42, page 980, Register's Office for Hickman County, Tennessee, dated May 21, 2020 and recorded on May 22, 2020. (Value or consideration shown in aforementioned deed \$107,120.00.) Being also known as Lot Nos. 1, 2, 10, 14, 16, 17, Mockingbird Hill Subdivision, Bon Aqua, Tennessee 37025.

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P21-4116-WE



Title Insurance Commitment



Schedule A

Issued By: **OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

File No.: 2021-1849

Policy No.: **PRO FORMA**

Address Reference: Lot 43 Mariner Lane, Western Shores, Murray, KY 42071

Amount of Insurance: \$TBD

Premium: \$

Date of Policy: Pro Forma Policy

1. Name of Insured: TBD
2. The estate or interest in the Land that is insured by this policy is:
fee simple
3. Title is vested in: Homer M. Morgan, by deed from KY Land Partners, LLC dated 8/8/2008 and recorded in Book 759, Page 632 in the Calloway County Clerk's Office.
4. The Land referred to in this policy is described as follows:
Lot 43 Mariner Lane, Western Shores, Phase V, in the County of Calloway, and Commonwealth of Kentucky
and is described as set forth in Exhibit A attached hereto and made part hereof.

Countersigned:

PRO FORMA POLICY

Gregory T. Taylor, License #: 89981
Authorized Officer or Licensed Agent

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President
Attest  Secretary

This Policy incorporates the provisions of the 2006 ALTA Owner's Policy and is only valid if all applicable Schedules are attached.

ORT Form 4309
ALTA Owners Policy of Title Insurance 6-17-06

Page 1





2006 ALTA Owner's Policy Schedule B

File No.: 2021-1849

Policy No.: **PRO FORMA**

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attached, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I — Requirements are met.
2. Any encroachment, encumbrance, violation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortages in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
3. Any lien or right to a lien, for services, labor or material therefore or hereafter furnished, imposed by law and not shown in the public records.
4. Rights of parties in actual possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the public records.
5. The lien of real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.
6. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
7. Any facts, rights, interests, or claims which are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
8. Any law, ordinance or governmental regulation, (including, but not limited to, building and zoning ordinances) restricting, regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions, or location of any improvement now or hereafter erected on said land, or prohibiting a separation in ownership or a reduction in the dimensions or areas of any lot or parcel of land.
9. Rights of the public or the Commonwealth of Kentucky in and to that part of the premises in question taken or used for road purposes.
10. Any and all homeowners association or property association assessments or dues which may be due and payable in relation to said property.
11. Any inaccuracy in the area, square footage or acreage of land described in Schedule A or attached plat, if any. The Company does not insure the area, square footage or acreage of land.
12. Additionally, the following limitations shall apply to this commitment and the title insurance policy to be issued herein:
 - a. No commitment is made as to the interest of any person inheriting an interest in property whose name was omitted from any affidavit of descent appearing in the chain of title for this property.
 - b. No commitment is made or opinion rendered as to the propriety, including jurisdiction of the court or service on the parties, of any court proceeding that resulted in a deed that is in the chain of title for this property.

This Policy incorporates the provisions of the 2006 ALTA Owner's Policy and is only valid if all applicable Schedules are attached.

ORT Form 4309
ALTA Owners Policy of Title Insurance 6-17-06

Page 2





2006 ALTA Owner's Policy Schedule B

File No.: 2021-1849

Policy No.: **PRO FORMA**

- c. It is assumed that all persons who executed deeds or other documents in the chain of title were competent to do so at the time they executed said document.
- d. No commitment is made as to the judgment of any court affecting the chain of title for this property that is not properly recorded in the County Court Clerk's Office referenced above.
- e. No commitment is made as to any liens, out-conveyances or other documents recorded against or by persons using names other than those contained in the chain of title of the property for which this request was made.
- f. This examination is limited to the properly indexed record of the County Court Clerk's office at the time this search was conducted.

This Policy incorporates the provisions of the 2006 ALTA Owner's Policy and is only valid if all applicable Schedules are attached.

ORT Form 4309
ALTA Owners Policy of Title Insurance 6-17-06

Page 3





2006 ALTA Owner's Policy Exhibit A Legal Description

File No.: 2021-1849

Policy No.:

A certain lot or parcel of land located in Calloway County, Kentucky, and more particularly bounded and described as follows, to-wit:

Being designated as Lot 43, WESTERN SHORES, Phase V, as shown on the plat of same of record in Map Book 40, Page 87, Slide 3903, i the Calloway County Court Clerk's Office in Murray, Kentucky, to which plat specific reference is hereby made for a more particular description of said lot.

Subject to covenants and restrictions for WESTERN SHORES recorded in Book 643, page 415, amended in Book 651, page 786, in the Calloway County Clerk's Office in Murray, Kentucky.

Subject to all restrictions, conditions, requirements and easements as set out in the Deed from the United States of America Tennessee Valley Authority of record in Book 103, pages 479 through 531, in the Calloway County Clerk's Office in Murray, Kentucky.

Subject to TV A Restrictions which does not convey any right to construct or maintain a private water use facility. Rights of ingress and egress to and from the waters of Kentucky Lake or to construct or maintain private water use facilities which may have accrued to this lot, if any, are vested in Western Shores Group Dock Association and are exercised in accordance with the Association Agreement and only through the TVA 26a permit already issued to the Group Dock Association or subsequent such permits so issued.

Being the same property conveyed by deed from KY Land Partners, LLC to Homer M. Morgan, dated August 11, 2008 and filed of record on September 9, 2008 in Book 759, Page 632 in the Calloway County Court Clerk's Office.

This Policy incorporates the provisions of the 2006 ALTA Owner's Policy and is only valid if all applicable Schedules are attached.

ORT Form 4309
ALTA Owners Policy of Title Insurance 6-17-06

Page 4





1.03± Acre Building Lot in the Peninsula at Western Shores, Calloway County, KY

Zoomed-Portion-of-Plat

