

WAYNE COUNTY, KY

LAND AUCTION

65±

INFORMATION BOOKLET

Friday,
September 18th
at 6pm EST

- Pasture Suitable For Livestock
- Hunting Opportunities
- Potential Build Sites
- Close Proximity to Lake Cumberland



Auction held at
Aspire Center Gymnasium
154-266 Airport Rd,
Monticello, KY 42633

10% Buyer's Premium

800.451.2709 | SchraderAuction.com



DISCLAIMER:

This information booklet includes information obtained or derived from third-party sources. Although believed to be accurate and from reliable sources, such information is subject to verification and is not intended as a substitute for a prospective buyer's independent review and investigation of the property. Prospective buyers are responsible for completing their own due diligence.

THIS PROPERTY IS OFFERED "AS IS, WHERE IS". NO WARRANTY OR REPRESENTATION, STATED OR IMPLIED, IS MADE CONCERNING THE PROPERTY. Without limiting the foregoing, Owner and Auction Company and their respective agents and representatives, assume no liability for (and disclaim any and all promises, representations and warranties with respect to) the information and reports contained herein.

SELLER: Emo Holdings, LLC

AUCTION COMPANY: Schrader Real Estate and Auction Company, Inc.

KENTUCKY REAL ESTATE:

Corbin P. Cowles, 285374 | Schrader Real Estate & Auction Company, Inc., 248525

KENTUCKY AUCTIONEER:

Corbin P. Cowles, 282137 (OP ID: 431488)



SCHRADER REAL ESTATE & AUCTION CO., INC.

950 N. Liberty Dr., Columbia City, IN 46725

260-244-7606 or 800-451-2709

SchraderAuction.com

TERMS & CONDITIONS:

PROCEDURE: The property will be offered in 2 individual tracts & as a total 65± acre unit. There will be open bidding on all tracts & combinations during the auction as determined by the Auctioneer. Bids on tracts, tract combinations & the total property may compete.

BUYERS PREMIUM: A 10% Buyers Premium will be added to the final bid price & included in the contract purchase price.

DOWN PAYMENT: 10% down payment on the day of auction for individual tracts or combinations of tracts. The down payment may be made in the form of cashiers check, personal check, or corporate check.

YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING, so be sure you have arranged financing, if needed, & are capable of paying cash at closing.

ACCEPTANCE OF BID PRICES: The successful bidder will be required to enter into a Purchase Agreement at the auction site immediately following the close of the auction. The final bid price is subject to the Sellers acceptance or rejection.

EVIDENCE OF TITLE: Prior to Auction seller shall provide, at sellers expense a Title Insurance Commitment showing Merchantable Title to the real estate. If buyer desires buyer at his/her expense can purchase a title insurance policy.

2 DEED: Seller shall provide a Warranty Deed.

CLOSING: The targeted closing date will be approx. 45 days after the auction.

POSSESSION: Possession shall be delivered to buyer at closing.

REAL ESTATE TAXES: Real Estate taxes shall be pro-rated on a calendar year basis to the date of closing.

PROPERTY INSPECTION: Each potential Bidder is responsible for conducting, at their own risk, their own independent inspections, investigations, inquiries & due diligence concerning the property. Inspection dates have been scheduled & will be staffed w/ auction personnel. Further, Seller disclaims any & all responsibility for Bidders safety during any physical inspection of the property. No party shall be deemed an invitee of the property by virtue of the offering of the property for sale.

ACREAGE: All tract acreages, dimensions & proposed boundaries are approx. & have been estimated based on current legal descriptions and/or aerial photos.

SURVEY: The Seller shall provide a new survey where there is no existing legal description or where new boundaries are created by the tract divisions in this auction. Any need for a new survey shall be determined solely by the Seller. Seller & successful bidder shall each pay half (50:50) of the cost of the survey. The type of survey performed shall be at the Sellers option & sufficient for providing title insurance. Combination purchases will receive a perimeter survey only.

AGENCY: Schrader Real Estate & Auction Company, Inc. & its representatives are exclusive agents of the Seller.

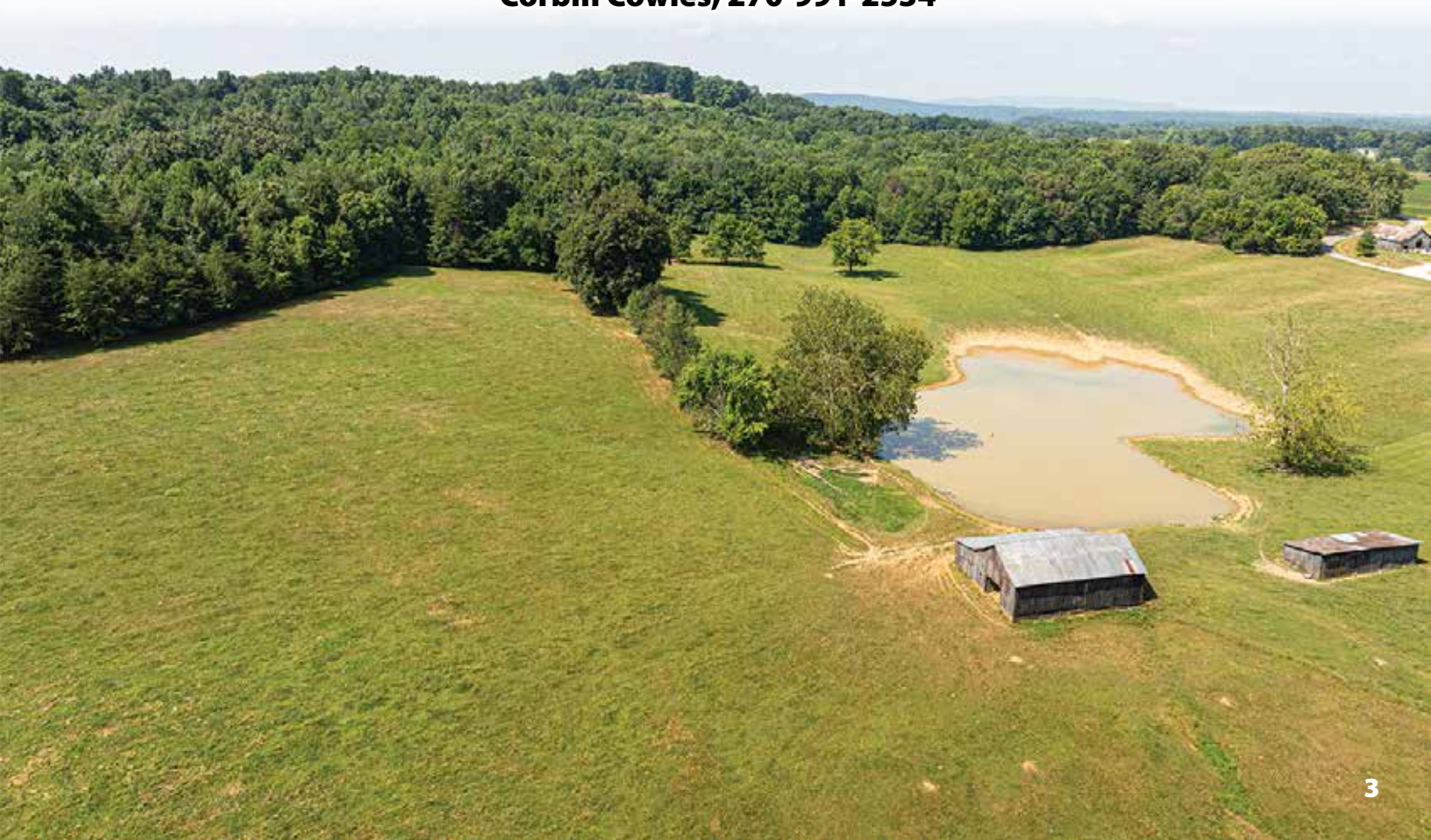
DISCLAIMER & ABSENCE OF WARRANTIES: All info contained in this brochure & all related materials are subject to the terms & conditions outlined in the Purchase Agreement. The property is being sold on an AS IS, WHERE IS basis, & no warranty or representation, either expressed or implied, concerning the property is made by the Seller or the Auction Company. All sketches & dimensions in the brochure are approx.. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, & due diligence concerning the property. The info contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the Seller or the Auction Company. Conduct of the auction & increments of bidding are at the direction & discretion of the Auctioneer. The Seller & Selling Agents reserve the right to preclude any person from bidding if there is any question as to the persons credentials, fitness, etc. All decisions of the Auctioneer are final.

ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE.

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**For Information Call Auction Manager:
Corbin Cowles, 270-991-2534**



REGISTRATION FORMS

BIDDER PRE-REGISTRATION FORM

WEDNESDAY, SEPTEMBER 18, 2024

65± ACRES – WAYNE COUNTY, KENTUCKY

For pre-registration, this form must be received at Schrader Real Estate and Auction Company, Inc.,
P.O. Box 508, Columbia City, IN, 46725,

Email to auctions@schraderauction.com or fax to 260-244-4431, no later than Wednesday, September 11,
2024.

Otherwise, registration available onsite prior to the auction.

BIDDER INFORMATION

(FOR OFFICE USE ONLY)

Name _____

Bidder # _____

Address _____

City/State/Zip _____

Telephone: (Res) _____ (Office) _____

My Interest is in Tract or Tracts # _____

BANKING INFORMATION

Check to be drawn on: (Bank Name) _____

City, State, Zip: _____

Contact: _____ Phone No: _____

HOW DID YOU HEAR ABOUT THIS AUCTION?

Brochure Newspaper Signs Internet Radio TV Friend

Other _____

WOULD YOU LIKE TO BE NOTIFIED OF FUTURE AUCTIONS?

Regular Mail E-Mail E-Mail address: _____

Tillable Pasture Ranch Timber Recreational Building Sites

What states are you interested in? _____

Note: If you will be bidding for a partnership, corporation or other entity, you must bring documentation with you to the auction which authorizes you to bid and sign a Purchase Agreement on behalf of that entity.

I hereby agree to comply with terms of this sale including, but not limited to, paying all applicable buyer's premiums, and signing and performing in accordance with the contract if I am the successful bidder. Schrader Real Estate and Auction Company, Inc. represents the Seller in this transaction.

Signature: _____ Date: _____

Online Auction Bidder Registration
65± Acres • Wayne County, Kentucky
Wednesday, September 18, 2024

This form and deposit are only required if you cannot attend the auction and wish to bid remotely through our online bidding system.

This registration form is for the auction listed above only. The person signing this form is personally responsible for any bids placed on the auction site, whether bidding on behalf of their personal account or on behalf of a corporation or other third party. If you are bidding on behalf of a third party, you are responsible for obtaining the necessary documentation authorizing you to bid on behalf of the third party. Schrader Real Estate and Auction Co., Inc. will look to the herein registered bidder for performance on any bid placed on this auction if you are the successful high bidder.

As the registered bidder, I hereby agree to the following statements:

1. My name and physical address is as follows:

My phone number is: _____

2. I have received the Real Estate Bidder’s Package for the auction being held on Wednesday, September 18, 2024 at 6:00 PM (EST).
3. I have read the information contained in the Real Estate Bidder’s Package as mailed to me or by reading the documents on the website (www.schraderauction.com) and understand what I have read.
4. I hereby agree to comply with all terms of this sale, including paying all applicable buyer’s premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
5. I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
6. I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$_____. I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier’s check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts.

Schrader Real Estate & Auction Company, Inc.
950 North Liberty Drive / P.O. Box 508, Columbia City, IN 46725
Phone 260-244-7606; Fax 260-244-4431; email: auctions@schraderauction.com

For wire instructions please call 1-800-451-2709.

7. My bank routing number is _____ and bank account number is _____.
(This for return of your deposit money). My bank name, address and phone number is:

8. **TECHNOLOGY DISCLAIMER:** Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors, make no warranty or guarantee that the online bidding system will function as designed on the day of sale. Technical problems can and sometimes do occur. If a technical problem occurs and you are not able to place your bid during the live auction, Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors will not be held liable or responsible for any claim of loss, whether actual or potential, as a result of the technical failure. I acknowledge that I am accepting this offer to place bids during a live outcry auction over the Internet *in lieu of actually attending the auction* as a personal convenience to me.

9. This document and your deposit money must be received in the office of Schrader Real Estate & Auction Co., Inc. by **4:00 PM, Wednesday, September 11, 2024**. Send your deposit and return this form via fax or email to: **260-244-4431 or auctions@schraderauction.com**.

I understand and agree to the above statements.

Registered Bidder's signature

Date

Printed Name

This document must be completed in full.

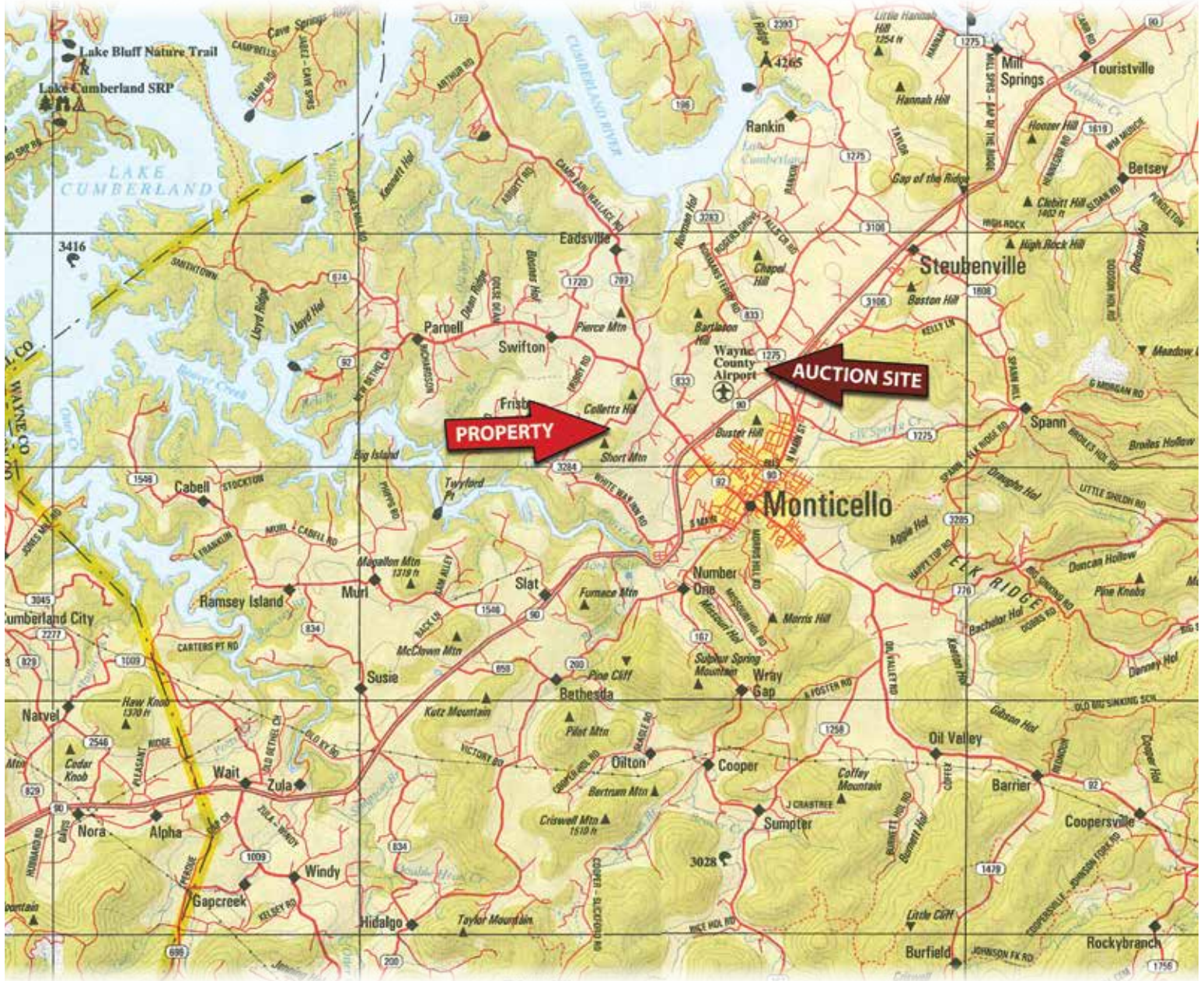
Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:

E-mail address of registered bidder: _____

Thank you for your cooperation. We hope your online bidding experience is satisfying and convenient. If you have any comments or suggestions, please send them to:
kevin@schraderauction.com or call Kevin Jordan at 260-244-7606.

LOCATION & AERIAL TRACT MAPS

LOCATION MAP



AUCTION LOCATION: Aspire Center Gymnasium, 154-266 Airport Rd, Monticello, KY 42633

DIRECTIONS TO AUCTION LOCATION:

From the North: Proceed southwest on KY-90 towards downtown Monticello. At the interchange of KY-90 and North Main Street (Hwy 1275), turn right and proceed approximately .5 miles to the Aspire Center.

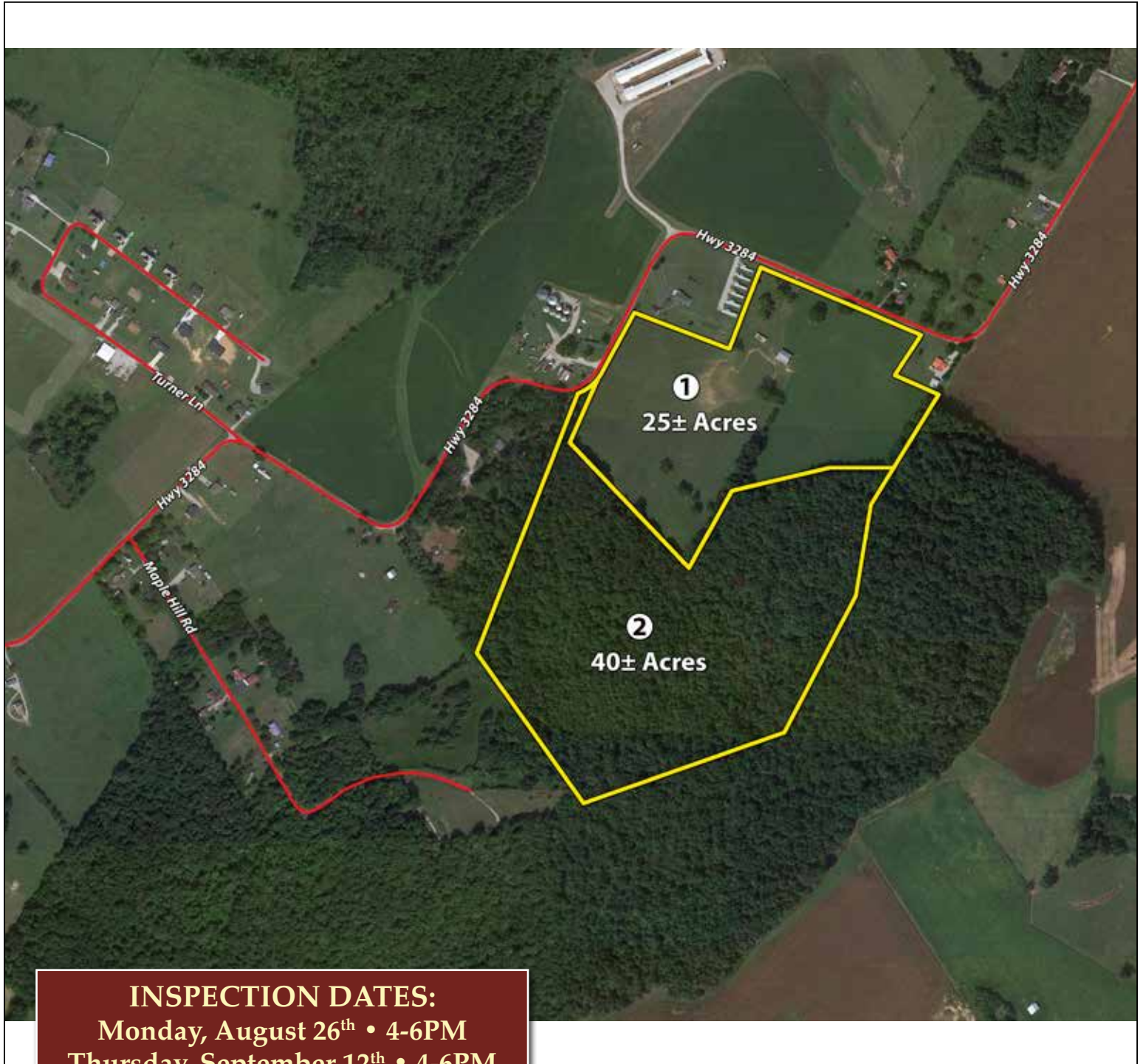
From the South: Proceed northeast on KY-90 away from downtown Monticello. At the interchange of KY-90 and North Main Street (Hwy 1275), turn left and proceed approximately .5 miles to the Aspire Center.

PROPERTY LOCATION: Near 3808 Hwy 3284, Monticello, KY 42633

DIRECTIONS TO PROPERTY:

At the intersection of Highways 90 and 92 in Monticello, go northwest on KY-92 for approximately 1.1 miles. Turn left onto KY-3284, proceed roughly 1.25 miles, and the property will be on your left.

AERIAL MAP - TRACT 1



INSPECTION DATES:
Monday, August 26th • 4-6PM
Thursday, September 12th • 4-6PM

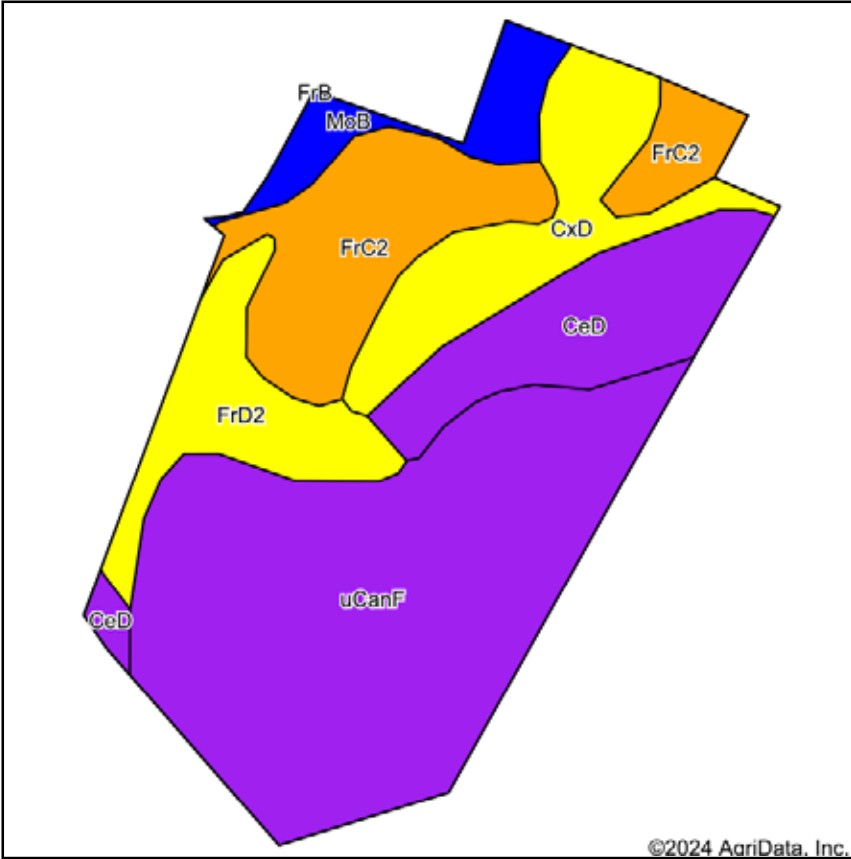
TRACT DESCRIPTIONS:

TRACT 1: 25± ACRES of pasture ground perfectly suited for livestock production purposes. This tract comes with two wood sided barns and a small pond. Great road frontage access to Hwy 3284. Beautiful setting for a small group of animals or a future home building site!

TRACT 2: 40± ACRES of predominantly wooded ground. Some evidence of mature timber found on this piece. If you are looking for a secluded property or a place to be able to hunt, this deserves some serious attention!

SOIL INFORMATION

SOIL MAP



State: **Kentucky**
 County: **Wayne**
 Location: **36° 50' 46.04, -84° 53' 24.99**
 Township: **Monticello**
 Acres: **61.76**
 Date: **7/23/2024**



Maps Provided By:

 CUSTOMIZED ONLINE MAPPING
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Soils data provided by USDA and NRCS.

Area Symbol: KY231, Soil Area Version: 20

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Alfalfa hay Tons	Burley tobacco Lbs	Corn Bu	Grass legume hay Tons	Pasture AUM	Soybeans Bu	Winter wheat Bu
uCanF	Caneyville-Rock outcrop-Standingstone complex, 12 to 35 percent slopes	27.85	45.0%		Vlls					3.8		
FrC2	Frederick silt loam, 6 to 12 percent slopes, eroded	9.99	16.2%		Ille	3.9	2600	128	3.2	7.1	33	52
CeD	Caneyville silt loam, 6 to 20 percent slopes, rocky	7.76	12.6%		Vls					5.1		
CxD	Clarksville-Baxter cobbly silt loams, 12 to 20 percent slopes	7.51	12.2%		IVs		1950	83	4.1	7.6	30	46
FrD2	Frederick silt loam, 12 to 20 percent slopes, eroded	5.61	9.1%		IVe	3.6		113	2.9	7.1	28	46
MoB	Mountview silt loam, 2 to 6 percent slopes	3.04	4.9%		lle		2763	120	4.5	8.6	44	62
Weighted Average					5.34	1	793.7	47	1.5	5.5	13.7	21.2

TOPO CONTOURS MAP



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Source: USGS 10 meter dem

Interval(ft): 3.0

Min: 1,019.8

Max: 1,190.9

Range: 171.1

Average: 1,080.6

Standard Deviation: 43.8 ft



7/23/2024

Wayne County
Kentucky

Boundary Center: 36° 50' 46.04, -84° 53' 24.99

Maps Provided By:



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Flood related information provided by FEMA

FLOOD ZONE MAP



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Map Center: 36° 50' 46.04, -84° 53' 24.99



Wayne County
Kentucky

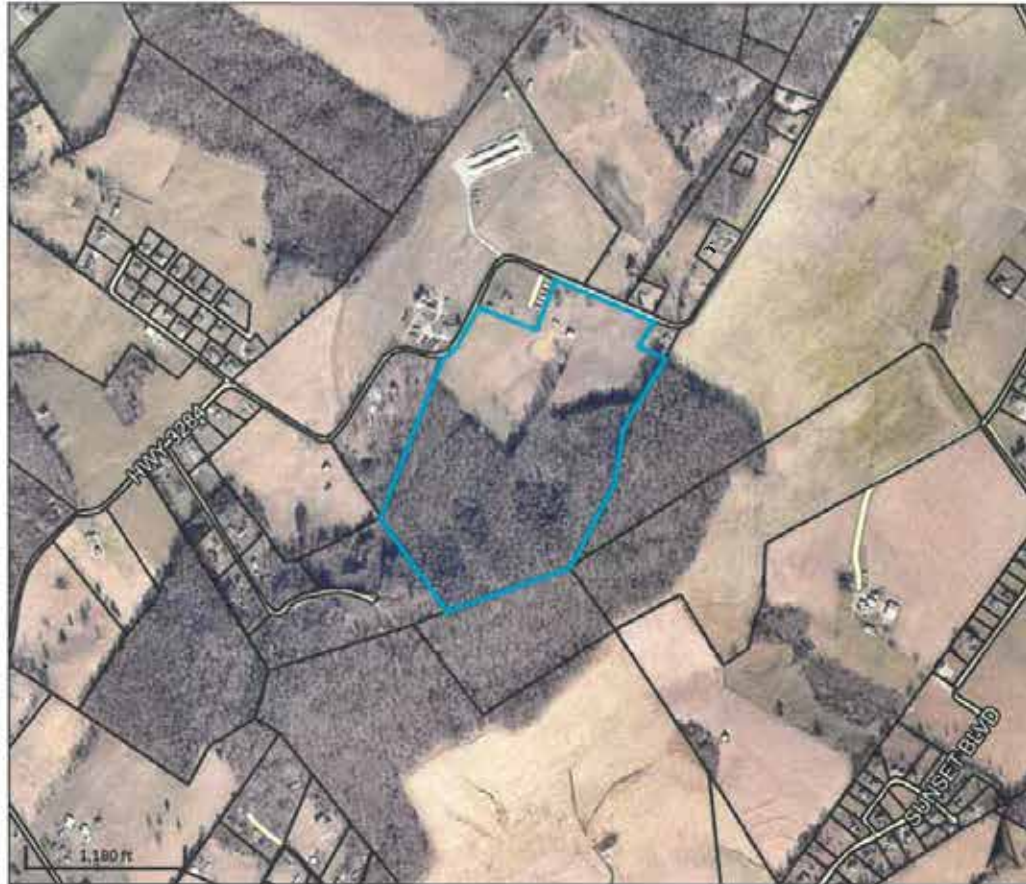
7/23/2024

Flood related information provided by FEMA

COUNTY TAX INFORMATION

COUNTY TAX INFORMATION

 **Wayne County, KY PVA**



Overview



Legend

-  Parcels
-  Roads

Parcel ID	038-00-00-022.00	Physical Address	3808 HWY 3284	Land Value	\$14,292	Last 2 Sales			
Property Class	FARM (20)	Mailing Address	EMO HOLDINGS LLC	Improvement Value	\$2,000	Date	Price	Reason	Qual
Taxing District	01-County		PO BOX 130	Total Value	\$16,292	9/13/2021	\$205000	Arms-Length Transaction (Z)	Q
Acres	65.3		LUCASVILLE, OH 45648			4/1/2014	0	Close Relative Sale (B)	Q

Date created: 8/1/2024

Last Data Uploaded: 7/31/2024 10:19:08 PM

Developed by  Schneider GEOSPATIAL

COUNTY TAX INFORMATION

Wayne County, KY PVA

Summary

Parcel Number 038-00-00-022.00
 Account Number 50668
 Location Address 3808 HWY 3284
 Description FRISBY RD
 (Note: Not to be used on legal documents)
 Class FARM (20)
 Tax District 01-County

[View Map](#)



Owner

EMO HOLDINGS LLC
 PO BOX 130
 LUCASVILLE, OH 45648

Land Characteristics

Condition	Average	Topography	Rolling
Map Book/Page		Drainage	
Subdivision		Flood Hazard	
Lot		Zoning	
Block		Electric	Yes
Acres	65.30	Water	Yes
Front	0	Gas	No
Depth	0	Sewer	No
Lot Size	0x0	Road	Secondary
Lot Sq Ft	2844468	Sidewalks	No
Shape		Information Source	

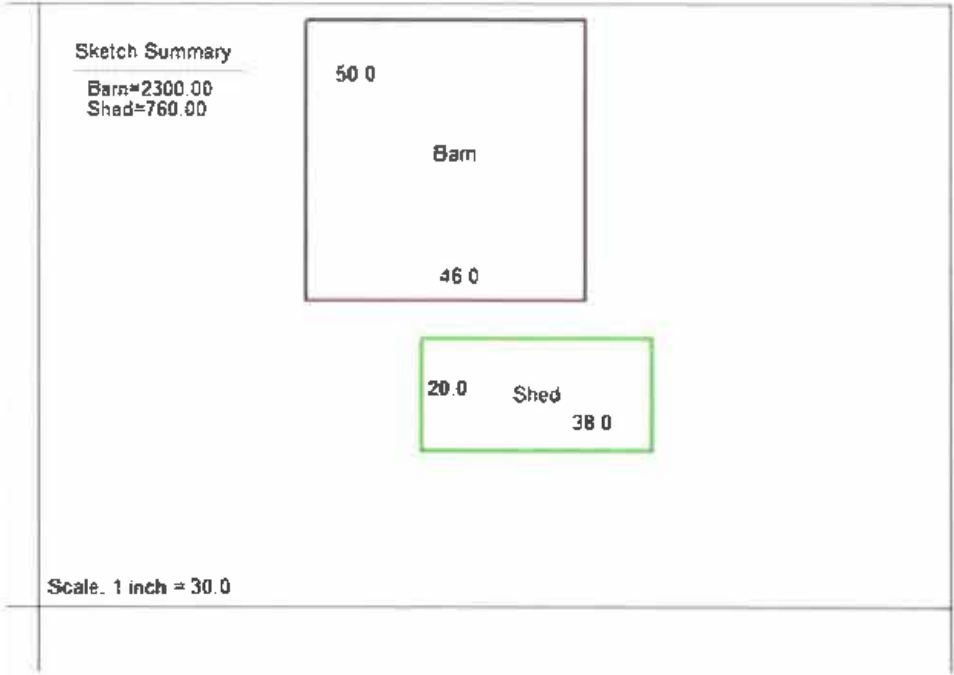
Value Information

	2025 Working Value	2024 Working Value	2023 Certified Value
+ Land Value	\$14,292	\$14,292	\$14,292
+ Improvement Value	\$2,000	\$2,000	\$2,000
= Total Taxable Value	\$16,292	\$16,292	\$16,292
- Exemption Value	\$0	\$0	\$0
= Net Taxable Value	\$16,292	\$16,292	\$16,292
+ Land FCV	\$203,000	\$203,000	\$203,000
+ Improvement FCV	\$2,000	\$2,000	\$2,000
= Total FCV	\$205,000	\$205,000	\$205,000
Exemption	Homestead: No	Homestead: No	Homestead: No

Improvement Information

Building Number	1	Kitchens	1
Description	BARN	Dining Rooms	0
Residence Type	None	Living Rooms	0
Comm Type		Family Rooms	1
Mobile Home Type		Bedrooms	3
Year Built	0	Full Baths	1
Effective Age	0	Half Baths	0
Ave. Wall Height	0	Other Rooms	0
Structure	1 Story	Total Rooms	6
Number of Stories	0	Living Sq Ft	1,288
Exterior	Vinyl	Basement Sq Ft	0
Foundation	Concrete Block	Fireplaces	0
Construction Type	Wood Frame	Water	Y
Construction Quality	Fair/Economy	Supplemental Heat	None
Building Condition	Good/Average	Mobile Home Model	
Roof Type	RY-Hip	Mobile Home Manufacturer	
Roof Cover	RF-Asphalt Shingles	MH Skirt Foundation	
Roof Pitch	RP-None	Heat	Y
Basement Type	BT-None	Heat Source	Wood
Basement Finish	None	Heat Type	Stove/Space Htr
Basement Size	BS-None	Air Conditioning	N
Garage/Carport		AC Type	None
Garage Size		Special Improvements	N
Garage Type		Fire Alarm	N
Garage Exterior		Sprinklers	N
Width	0	Porch/Deck	

COUNTY TAX INFORMATION




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Last Data Upload: 7/31/2024 10:19:08 PM



PRELIMINARY TITLE

PRELIMINARY TITLE

 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Commitment	

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN 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, **First American Title Insurance Company**, a Kentucky Corporation (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.

First American Title Insurance Company



Kenneth D. DeGiorgio, President

Lisa W. Cornehl, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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PRELIMINARY TITLE

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;
- (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.
- (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.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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PRELIMINARY TITLE

- (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.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (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>.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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PRELIMINARY TITLE

American Land Title Association

Commitment for Title Insurance
Adopted 08-01-2016

COMMITMENT FOR TITLE INSURANCE

Issued By
FIRST AMERICAN TITLE INSURANCE COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Jeffrey S. Sherry
Issuing Office: Agility Closing & Title Services, Inc.
ALTA® Universal ID: 1141612
Loan ID No.:
Commitment No.: 24-0652
Issuing Office File No.: 24-0652
Property Address: 3808 Hwy 3284, Monticello, KY 42633

SCHEDULE A

1. Commitment Date: July 10, 2024 at 12:00 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (07/01/2021)
Proposed Insured:
Proposed Policy Amount: \$0.00
 - b. ALTA Loan Policy (07/01/2021)
Proposed Insured: None - Title Only, its successors and/or assigns as their respective interests may appear.
Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:

EMO Holdings LLC, a Kentucky Limited Liability Company by virtue of a deed dated September 13, 2021 and recorded September 17, 2021 at Book 395, Page 778 of the Wayne County, Kentucky real estate records.
5. The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO

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24-0652

PRELIMINARY TITLE

American Land Title Association

Commitment for Title Insurance
Adopted 08-01-2016

COMMITMENT FOR TITLE INSURANCE

Issued By
FIRST AMERICAN TITLE INSURANCE COMPANY

Date: July 15, 2024
Agility Closing & Title Services, Inc.



Jeffrey S. Sherry, Title Counsel

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SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Payment of the title insurance premium, fees, charges and insurance taxes for the policy.
3. Payment of the full consideration for the estate or interest to be insured to, or for the account of, the grantors or mortgagors.
4. Payment of all real property taxes, charges, special assessments, penalties and interest; and any subdivision, condominium or planned unit development homeowners' association assessments or dues (general or special) that are levied and assessed against the subject property, and that are now due and payable or delinquent.
5. Instruments satisfactory to the Company, creating the estate or interest in the land and/or the mortgage to be insured must be executed, delivered and recorded.
6. In the event any seller or owner, if applicable, is an entity other than an individual person, satisfactory evidence must be provided showing the legal existence of said entity, and the Company must be provided with proper authorizations for the person executing the required documents on behalf of said entity.
7. In the event any purchaser or borrower, if applicable, is an entity other than an individual person, satisfactory evidence must be provided showing the legal existence of said entity, and the Company must be provided with proper authorizations for the person executing the required documents on behalf of said entity, including authorizations for the loan and execution and delivery of the note and mortgage.
8. Provide satisfactory evidence to the Company that no improvements, repairs or alterations have been made to the subject property; or that any such items have been completed; that the contractors, sub-contractors, labor and materialmen are all paid; and that they have released all liens or notices of intent to perfect a lien for labor or material.
9. The Company may make additional requirements or exceptions upon its review of the proposed documents creating the estate or interest to be insured or otherwise ascertaining details of this transaction.

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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. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. 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..

NOTE: Upon receipt of a satisfactory Affidavit of Title this exception will be amended or eliminated in accordance with the facts disclosed thereby.

3. Any inaccuracy in the specific quantity of acreage contained on any survey, if any, or contained within the legal description of the real property covered by this Commitment.
4. Title to that portion of the property within the bounds of any roads or highways.
5. All real property taxes and assessments; and any subdivision, condominium or planned unit development homeowners' association assessments or dues (general or special) that may constitute a lien against the real property, that are not yet due and payable.
6. The dower, curtesy, homestead, community property or other statutory marital rights, if any, of the spouse of any individual insured under an Owner's Policy.
7. Only the value of the land is insured, as well as any permanent improvements having been constructed on site, located on the subject property. Manufactured Homes as defined by state law, that may be located on the subject property, shall not be insured as an improvement to the insured property, even though said Manufactured Homes are structurally affixed permanently to the insured land, unless said Manufactured Homes are legally affixed to the satisfaction of the Company, in accordance with state law.
8. Any exception to a covenant set forth herein specifically omits and portion of the covenants, conditions, or restrictions based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 U.S.C. Sec. 3604, unless and only to the extent that the covenant (A) is not in violation of state or federal law; (B) is exempt under 42 U.S.C. Sec. 3607; or (C) relates to a handicap, but does not discriminate

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PRELIMINARY TITLE

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against handicapped people.

9. Rights or claims of parties in possession, other than the owner, and easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments, and any matters not of record which would be disclosed by an accurate survey and inspection of the premises.

NOTE: Upon receipt of a satisfactory plat of survey, Survey Affidavit and Affidavit of Title, this exception will be amended or eliminated in accordance with the facts disclosed thereby.

10. Oil, gas, coal and other mineral interests together with the rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance or exception.
11. Any claim that the Title to the estate insured herein is subject to a trust or lien created under The Perishable Agricultural Commodities Act (7 U.S.C. Section 499a, et seq.) or the Poultry and Stockyards Act (7 U.S.C. Section 181 et seq.) or under similar state laws.
12. FOR INFORMATION ONLY: Wayne County, Kentucky tax information is as follows:
Bill Number: 5245
PIDN: 038-00-00-022.00
Assessed Value: \$16,292.00
Tax Period: 2023
Face Amount: \$154.62
Discounted Amount: \$151.53
Homestead Exemption: No
Tax Status: Paid on 10/12/2023
13. FOR INFORMATION ONLY: Being the same property conveyed from The Annette Pulskamp Trust to EMO Holdings LLC, a Kentucky Limited Liability Company by virtue of a deed dated September 13, 2021 and recorded September 17, 2021 at Book 395, Page 778 of the Wayne County, Kentucky real estate records.

PRELIMINARY TITLE

 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Exhibit A	

File No.: 24-0652

The Land referred to herein below is situated in the County of Wayne, Commonwealth of Kentucky, and is described as follows:

Unless stated otherwise, any monument referred to herein as a "set iron pin and cap" is a set 1/2" diameter, 18" in length iron pin with a yellow plastic caps stamped "Greg West LPLS 3802". The basis of bearings stated herein was taken from Exclusion #3 of Deed Book 244 Page 312.

A certain tract of land located on the south side of White Way Inn Road. Ky Hwy 3284. approximate 0.7 miles south of the intersection of Ky Hwy 3284 and West Ky Hwy 92, and being further described as follows:

Beginning at found 1/2" conduit with a yellow plastic cap stamped "LS 2086" in the south right of way of Ky Hwy 3284, said right of way being twenty feet as measured from the centerline, and also being the northwest corner of Southwood (DB 238 PG 260),

Thence leaving said right of way and with the lines of Southwood the following two (2) calls, S34° 10' 52" W 209.93 feet to a found 1/2" conduit with a yellow plastic cap stamped "LS 2086", S64° 42' 56" E 210.11 feet to a found 1/2" conduit in the line of McKinney Trust (DB 267 PG 351),

Thence leaving the lines of Southwood and with the lines of McKinney Trust and following three (3) calls; S33° 03' 11" W 566.58 feet to a set iron pin and cap set along side a 12" Hickory in the fenceline, S10° 53' 02" W 404.42 feet to a set iron pin and cap set along side an 18" cedar in the fenceline S29° 07' 08" W 675.53 feet to a set iron pin and cap set along side an existing fence corner and being a common corner of Sexton (DB 218 PG 600),

Thence leaving the lines of McKinney Trust and with the lines of Sexton, S72° 03' 41" W 932.78 feet to a set iron pin and cap at a fence corner being a common corner of Piercy (DB 315 PG 11) (the southeast corner of Lot #28 of Maple Hill Subd. Plat Book 3 Page 12),

Thence leaving the lines of Sexton and with the lines of Piercy the following (2) calls: N33° 49' 14" W 327.91 feet to a set iron pin and cap at a fence line intersection, being the common corner between Lot #28 and with the lines of Lot #29, N34° 02' 32" W 479.44 feet to a set iron pin and cap at two 24" Walnuts in a fence line intersection being a common corner of Adams (DB 230 PG 575) and also Stockton (DB 209 PG 257),

Thence leaving the lines of Piercy and with the line of Stockton N 22° 46' 37" E 610.50 feet to a set iron pin and cap, three calls: along a curve to the left having a chord bearing of N51° 56' 31" E and a chord length of 130.95 feet and a radius of 197.62 feet to an unmonumented point, N29° 58' 06" E 67.42 feet to a set iron pin and cap, N29° 58' 06" E 240.21 feet to a found 1/2" conduit with a yellow plastic cap stamped "LS 2086", being the southwest corner of Southwood (Exclusion #3 of DB 244 PG 312),

Thence leaving said right of way and with the lines of Southwood the following two (2) calls: S67° 36' 12" E 444.87 feet to a found 1/2" conduit, N2224819'22" E 382.97 feet to a found 1/2" conduit in the south right of said road, and being the northeast corner of Southwood,

Thence leaving the lines of Southwood and with said right of way the following (2) calls: S65° 46' 09" E 534.85 feet to a set iron pin and cap S 65° 16' 12" E 227.28 feet to a found 1/2 conduit with a yellow plastic cap stamped "LS 2086" and also being the Point of Beginning, containing 65.23 acres +/- by survey performed February 26, 2009 by Greg West Land Surveying, Inc., Gregory A. West LPLS 3802.

PHOTOS

PHOTOS



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