# AUCTION COMPANY, LLC **Property Information Package**



# 9,460± sf Building on 1.6± Acres at **Doublehead Resort, Town Creek, AL**



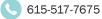




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Personal Property Included with Lodge
Preliminary Title Commitment
Recorded Plat of the Cove at Doublehead Phase I
Rental Management Agreement for Lodge Building
Tax Card
Тах Мар
Vesting Deed







# **Event Price List**



Lodge Bookings as of C	02/09/2018
3/9-3/10	
3/24/	\$1500.00
3/31	\$1500.00
4/13 4/24 4/28	\$700.00 \$550.00
5/31-6/1	
6/4-6/8	
8/10-8/11 9/08	\$900.00 \$2000.00
10/06	\$2000.00
11/2-11/3	
12/9	\$1200.00
5/5	\$550.00
6/2	\$550.00







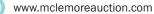
# Letter of Map Amendment from FEMA



www.mclemoreauction.com Page 1 of 3 Date: December 16, 2015 Case No.: 16-04-0960A LOMA Federal Emergency Management Agency Washington, D.C. 20472 LETTER OF MAP AMENDMENT **DETERMINATION DOCUMENT (REMOVAL)** COMMUNITY AND MAP PANEL INFORMATION LEGAL PROPERTY DESCRIPTION Lots 1 through 12, The Cove at Doublehead Phase I; Lots 13 through LAWRENCE COUNTY, ALABAMA 24, The Cove at Doublehead Phase II; Lots 25 through 35, The Cove (Unincorporated Areas) at Doublehead Phase III; and Lots 36 through 42, The Cove at COMMUNITY Doublehead Phase IV; as shown on the Plats recorded in Book 3, Pages 69, 70, 71, and 77; and Tracts 1, 2 and 4, as described in the Warranty Deed recorded in Book 211, Pages 798 through 801; all in COMMUNITY NO.: 010324 the Office of the Judge of Probate, Lawrence County, Alabama NUMBER: 01079C0025C AFFECTED MAP PANEL DATE: 9/11/2009 FLOODING SOURCE: TENNESSEE RIVER; TOWN APPROXIMATE LATITUDE & LONGITUDE OF PROPERTY: 34.773, -87.424 SOURCE OF LAT & LONG: GOOGLE EARTH PRO CREEK; WILSON LAKE DATUM: NAD 83 DETERMINATION 1% ANNUAL LOWEST LOWEST OUTCOME CHANCE ADJACENT LOT WHAT IS BLOCK/ FLOOD SUBDIVISION ELEVATION FLOOD GRADE REMOVED FROM LOT STREET SECTION ZONE THE SEHA ELEVATION ELEVATION (NAVD 88) (NAVD 88) (NAVD 88) 1-12 The Cove at 145 County Road 314 Property Х 509.5 feet ------Doublehead (unshaded) Phase I Special Flood Hazard Area (SFHA) - The SFHA is an area that would be inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood). ADDITIONAL CONSIDERATIONS (Please refer to the appropriate section on Attachment 1 for the additional considerations listed below.) DETERMINATION TABLE (CONTINUED) ZONE A STUDY UNDERWAY This document provides the Federal Emergency Management Agency's determination regarding a request for a Letter of Map Amendment for the property described above. Using the information submitted and the effective National Flood Insurance Program (NFIP) map, we have determined that the property(ies) is/are not located in the SFHA, an area inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood). This document amends the effective NFIP map to remove the subject property from the SFHA located on the effective NFIP map; therefore, the Federal mandatory flood insurance requirement does not apply. However, the lender has the option to continue the flood insurance requirement to protect its financial risk on the loan. A Preferred Risk Policy (PRP) is available for buildings located outside the SFHA. Information about the PRP and how one can apply is enclosed. This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Assistance Center toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, LOMC Clearinghouse, 847 South Pickett Street, Alexandria, VA 22304-4605.

Carl Luis Rodriguez, P.E., Chief

Engineering Management Branch Federal Insurance and Mitigation Administration



## Letter of Map Amendment from FEMA



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Page 2	? of 3		D	ate: December 1	6, 2015	Case No.: 16-04-09	60A	LOMA	
		AND STOLEN	Federal Er	mergency Washington			gency		
			LETTER O	F MAP AN	IEND	IENT			
		DE	TERMINATIO	N DOCUM	ENT (I	REMOVAL)			
			ATTACHMENT 1	(ADDITIONAL C	ONSIDEF	RATIONS)			
DETE	RMINATION	TABLE (CONTINU	ED)	OUTCOME		1% ANNUAL	LOWEST	LOWEST	
LOT	BLOCK/ SECTION	SUBDIVISION	STREET	WHAT IS REMOVED FROM THE SFHA	FLOOD ZONE	CHANCE FLOOD ELEVATION (NAVD 88)	ADJACENT GRADE ELEVATION (NAVD 88)	LOT ELEVATION (NAVD 88)	
13-24		The Cove at Doublehead Phase II	145 County Road 314	Property	X (unshade	 d)		509.5 feet	
25-35		The Cove at Doublehead Phase III	145 County Road 314	Property	X (unshade	 d)		509.5 feet	
36-42		The Cove at Doublehead Phase IV	145 County Road 314	Property	X (unshadeo	 d)		509.5 feet	
Tract 1			145 County Road 314	Property	X (unshade	 d)		509.5 feet	
Tract 2			145 County Road 314	Property	X (unshade			509.5 feet	
Tract 4			145 County Road 314	Property	X (unshade	d)		509.5 feet	
The deter analy been Insur	National F rmined usi ysis. The f formalizer ance Stud	lood Insurance I ng the best flood lood elevation u d through the sta y. This flood ele	L	ng this property of ole to FEMA, but ermination is bas stablishing base change.	have any of r by letter	Special Flood Haz erforming a detail proximate method vations published	ed engineerir ds and has no in the Flood attachment, plo	ng it ease contact the	
		of Contents		ederal Insurance and		www.mclemoreau	ction.com	info@mcle	emoreauction.con

## Letter of Map Amendment from FEMA



age 3 of 3			Date: Dece	ember 16, 2015	Case No.: 16-	04-0960A	LOMA
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MA Map As	provides additional i sistance Center toll f learinghouse, 847 South	ree at (877) 336-26	27 (877-FEMA iria, VA 22304-46	MAP) or by le			
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			Engineering I	ez, P.E., Chief Management Bran			
			Federal Insur	ance and Mitigatio	n Administration		







#### PERSONAL PROPERTY INVENTORY BY ROOM OR AREA

The following items are included with the sale of the real property. In the event any of these items are absent at the time of the real estate closing, the absence shall not be considered a valid reason for a buyer's default. The sole recourse for the absence of any item shall be either replacement with a similar item or credit to the buyer in an amount determined by the seller's sole discretion.

#### Bear Room and Heron Room

- Framed Print of Native American Baskets and Cabinet
- Wood and Metal Cabinet With Horse and Cactus Theme
- Framed Artwork Image of Native American Man by Troy Denton
- Framed Screen Made of Metal
- Ficus Tree in Pot
- Framed Print of Native American Man on Horseback
- Machine Woven Rug With Petroglyph Theme
- Framed Print of Moose in Snow Entitled "Bull in the Willows"
- Built-In KitchenAid Icemaker
- · Built-In Whirlpool Mini Refrigerator

#### Deer Room and Beaver Room

- Wooden Metal Cabinet With Horse and Cactus Theme
- Framed Print of Orchids
- Terra-Cotta Fish Decorative Item
- Terra-Cotta Urn
- Framed Print of Native American Rug
- Built-In KitchenAid Icemaker
- Built-In Whirlpool Mini Refrigerator

#### **Powwow Room**





- UCTION COMPANY. LLC www.mclemoreauction.com
- · Framed Artwork Native American Drum and Pottery by Artist Folio
- Ficus Tree in Pot
- · Mirror With Decorative Scrollwork on Top
- Table Lamp
- Glass and Metal Side Table
- Palm Tree
- Ceramic Planter With Blue Decorative Theme
- Built-In Icemaker
- Framed Print of Native American Man on Horseback With Skull
- 4 Oversized Leather Chairs
- 2 Oversized Leather Sofas
- Glass Top Display Coffee Table
- 2 Oversize Leather Loveseats

#### **Upstairs Restroom**

- Native American Style Wall Hanging
- Framed and Matted Prints of Native American Pottery
- Four Drawer Native American Style Dresser
- Wood and Metal Basket Decorative Basket
- Rustic Style Chair
- · Native American Style Wall Hanging
- Metal Lamp With Shade

#### **Upstairs Storage Closet**

• Shelving (Primarily Plastic)

#### **Upstairs Ambulatory and Stairs**

- Wingback Chair with Native American Pattern and Scrollwork on Top
- Custom Rolling Chair With Metal Back and Buffalo Pattern Seat
- Decorative Side Table
- Wood Armchair With Native American Seat





- Custom Rolling Chair With Metal Back and Buffalo Pattern Seat
- Framed Mirror With Scrollwork on Top
- Custom Rolling Chair With Metal Back and Buffalo Pattern Seat
- Framed Artwork of Native American Fording Creek on Horseback
- Framed Artwork of Elk and River
- · Large Sideboard With Decorative Carving
- Metal Lamp With Shade
- Metal Lamp With Native American Fame With Shake
- Custom Rolling Chair With Metal Back and Buffalo Pattern Seat
- · Custom Rolling Chair With Metal Back and Native American Pattern Seat
- · Framed Artwork of Native Americans on Top of Mountain
- Native American Theme Pottery and Sinew Wall Hanging

#### Women's Restroom

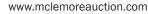
- Wooden Bench With Buffalo Pattern Upholstery
- Decorative Urn With Plant
- Geometric Pattern Mirror With Floral Decorative Motif
- Metal Lamp With Shade

#### **Entrance Hall**

- Coat Rack
- Metal Side Table With Glass Top
- Double Lamp With a Single Shade
- Arrowhead Lamp
- Hanging Folder or Menu Holder
- · Elaborately Carved Bench With Native American Pattern Seat
- Armchair With Buffalo Pattern Upholstery
- Carved Side Table With Marble Top
- Chair With Native American Seat and Elaborately Carved Back
- Monumental Scale Metal Artwork With Petroglyph Theme and Custom Metal Native American Figures on Sides
- Custom Rolling Chair With Metal Back and Native American Theme Seat
- Round Table With Carving









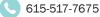


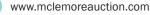
#### Main Dining Room

- Custom Rolling Chair with Metal Back and Native American Theme Seat
- Large Display Cabinet with Elaborate Decor and Glass Shelves by Pulaski Furniture Corporation
- Quantity of Books
- Quantity of Pottery
- Bronze Equestrian Artwork
- Quantity of Painted Ceramic Plates
- Ficus Tree and Pot
- Ceramic Pot
- Metal Side Table with Elaborate Scrollwork and Marble Top
- Ceramic Jug
- 2 Metal Fire Screens
- Granite Top Bar
- Large Sideboard with Elaborate Scrollwork and Decor
- Cabinet With Shelves and Native American Theme
- Hostess Stand with Carved Decor
- Solid Wood Sideboard
- Large Glass Front Display Cabinet With Elaborate Decor
- Carved Front Chest of Drawers
- Framed Mirror
- Custom Rolling Chair With Metal Back and Native American Theme Seat
- Monumental Wood Top Table With Native American Team and Glass Covering With Carved Motif
- 9 Custom Rolling Chairs With Metal Back and Native American or Buffalo Pattern Seats
- 2 K-Pro Loudspeakers
- Large Decorative Framed Mirror
- Monumental, Elaborate Metal Native American Theme Chandelier

#### **Men's Restroom**

- Hanging Display of Pottery and Sinew With Native American Fame
- Large Framed Mirror With Pillar and Cornice Display
- Framed Artwork of Native American Chief on Horseback Fording Creek at Speed









- Framed Artwork of Native American on Horseback on Mountain
- Native American Theme Lamp With Shade
- Decorative Basket
- Wooden Top Table
- Ceramic Pot With Plant

#### Bar

- 3 FES Loudspeakers
- Elk Antlers
- 6 Native American Theme Barstools
- 2 Sound Equipment Cabinets / Racks
- Wine Refrigerator
- Refrigerator
- KitchenAid Icemaker
- Custom Rolling Chair With Metal Back and Buffalo Pattern Seat
- Custom Rolling Chair With Metal Back in Buffalo Pattern Seat
- Storage Cabinet
- Framed Artwork of Cowboy on Horseback With Drinking Horse
- Ficus Tree and Pot
- 2 Custom Rolling Chairs With Metal Back and Native American Theme Seat
- Side Table With Carved Theme
- Chainsaw Bear
- Carved Sideboard With Two Side Cabinets and Two Drawers
- Native American Theme Urn in Metal Stand

#### Kitchen

- Rolling Black Metal and Plastic Cart
- 2 Freestanding Steam Trays
- McCall Commercial Freezer
- Commercial Microwave
- Stainless Steel Prep Table
- Black Plastic Rolling Cart
- Small Wire Shelf





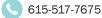


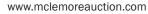
- Rolling Stainless Steel Prep Table
- Quantity of Hotel Pans
- Rolling Plastic Cart
- 3 Burner Grill
- 2 Burner Flattop Griddle
- Stainless Steel Prep Table
- Quantity of Hotel Pans
- 2 Basket Deep Fryer
- Hood and Ansul System
- Castle 6 Burner Range and Oven
- Pot Rack
- Stainless Steel Prep Table With Mount for Pot Rack
- Three Well Sink
- Plastic Dishwashing Rack
- Scotsman Icemaker Model B330P
- McCall Refrigerator
- Duke 6/13 Oven
- Grease Trap
- Stainless Steel Prep Table
- Stainless Steel Prep Table on Wheels
- Three Wire Shelves
- Quantity of Dishwashing Racks
- Tray Rack on Casters
- Dishwashing Rack on Casters

#### Pantry

- Steel Wire Shelf Unit
- Refrigerator Freezer Unit
- Deep-Freeze
- Deep-Freeze
- Quantity of Hotel Trays
- Plastic Shelf for Cleaning Supplies

#### **Auxiliary Kitchen Storage**







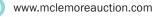


• High Chair

#### **Deck and Exterior**

- Cast-Iron Table and 2 Metal Chairs
- Cast-Iron Table and 3 Metal Chairs
- Cast-Iron Table and 2 Metal Chairs
- Cast-Iron Table and 2 Metal Chairs
- Cast-Iron Table and 2 Metal Chairs
- Metal Table and 3 Metal Chairs
- Metal Table and 4 Metal Chairs
- Metal Table in 4 Metal Chairs
- Metal Table and 4 Metal Chairs
- Metal Table and 4 Metal Chairs
- Metal Table and 4 Metal Chairs
- Large Pot
- Large Pot
- Concrete Top Table









Title Insurance Commitment First American Title ISSUED BY First American Title Insurance Company Commitment 525279 INFORMATION TABLE OF CONTENTS The Title Insurance Commitment is a legal contract between you and AGREEMENT TO ISSUE POLICY the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against 1 CONDITIONS certain risks to the land title, subject to the limitations shown in the 2 Policy. SCHEDULE A Insert The Company will give you a sample of the Policy form, if you ask. The Policy contains an arbitration clause. All arbitrable matters when 1. Commitment Date the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or you as the exclusive remedy of 2 Policies to be Issued, Amounts the parties. You may review a copy of the arbitration rules at and Proposed Insureds http://www.alta.org/. The Commitment is based on the land title as of the Commitment Interest in the Land and Owner 3. Date. Any changes in the land title or the transaction may affect the Commitment and the Policy. 4. Description of the Land The Commitment is subject to its Requirements, Exceptions and SCHEDULE B-I -- REQUIREMENTS Conditions Insert SCHEDULE B-II - EXCEPTIONS Insert THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY. If you have any questions about the Commitment, contact: FIRST AMERICAN TITLE INSURANCE COMPANY 1 First American Way, Santa Ana, California 92707

#### AGREEMENT TO ISSUE POLICY

We agree to issue policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
  - The Requirements in Schedule B-I.
  - The Exceptions in Schedule B-II.
  - The Conditions on Page 2.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

#### First American Title Insurance Company

(This Commitment is valid only when Schedules A and B are attached)



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Dennis J. Gilmore

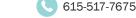
President

mittar lleng .

Timothy Kemp Secretary

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#### CONDITIONS

#### 1. **DEFINITIONS**

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your land is located.

#### 2. LATER DEFECTS

The Exceptions in Schedule B – Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B – Section I are met. We shall have no liability to you because of this amendment.

#### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

#### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B - Section I

or

Eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

#### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

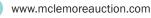
Order Number: 525279

Dated: January 3, 2018 at 8:00 a.m.

ALABAMA LAND SERVICES, INC. Alabama License 0188115 110 South Pine Street Florence, AL 35630

BY

Orville R. Nash, Alabama License 0656639 Authorized Signatory







FATIC-210X ALTA Commitment (6-17-06)

#### COMMITMENT Issued by First American Title Insurance Company



525279

#### SCHEDULE A

#### Agent's File No.: 525279 SMC

1. Effective Date: January 3, 2018 at 8:00 a.m.

2. Policy or Policies to be issued:

(a) Owner's Policy: ALTA Owners Policy (2006) Proposed Insured:

#### Any Legally Qualified Purchaser(s)

- (b) Loan Policy: ALTA Loan Policy (2006) Proposed Insured:
- (c) Other Proposed Insured:
- 3. Title to the Fee Simple estate or interest in said Land is at the effective date hereof vested in :

**Doublehead Properties, LLC** 

4. The Land referred to in this Commitment is described as follows:

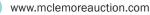
#### Lodge:

A tract or parcel of land lying and being in Section 24, Township 3 South, Range 9 West, Lawrence County, Alabama, more particularly described as follows: To reach the point of beginning, commence at the Southeast corner of said Section 24; thence West for 2308.85 feet; thence North for 1742.94 feet to a point on the 509.34 foot contour of Lake Wilson, said point being the point of beginning; thence along the 509.34 foot contour the following bearings and distances: South 60 degrees 00 minutes 19 seconds West for 155.90 feet, South 78 degrees 03 minutes 25 seconds West for 83.78 feet, North 41 degrees 41 minutes 27

<u>AMOUNT</u>

\$1,000.00

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FATIC-210X ALTA Commitment (6-17-06)

#### COMMITMENT Issued by First American Title Insurance Company

525279

seconds West for 55.11 feet, North 17 degrees 35 minutes 18 seconds East for 193.00 feet and North 32 degrees 16 minutes 42 seconds East for 116.19 feet; thence South 76 degrees 57 minutes 39 seconds East for 133.55 feet to an existing capped iron pin; thence South 00 degrees 52 minutes 49 seconds East for 198.09 feet to the point of beginning and containing 1.30 acres, more or less.







FATIC-210X ALTA Commitment (6-17-06)

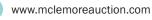
#### COMMITMENT Issued by First American Title Insurance Company

525279

#### SCHEDULE B PART I

The following requirements must be met:

- 1. Pay us the agreed amounts for the interest in the land and/or mortgage to be insured.
- 2. Pay us the premiums, fees and charges for the policy.
- 3. Payment of title insurance premiums and other applicable fees.
- 4. Pay all taxes and assessments, levied and assessed against the land, which are due and payable.
- 5. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the land or who will make a loan on the land. We then make additional requirements or exceptions.
- 6 Documents, satisfactory to us, creating the interest in the land and/or mortgage to be insured, must be signed, delivered and recorded:
  - (a) Warranty Deed from Doublehead Properties, LLC, conveying fee simple title to Any Legally Qualified Purchaser(s).
- 7. Execution by all parties to this transaction of the attached "NOTICE OF AVAILABILITY OF CLOSING OR SETTLEMENT PROTECTION" in accordance with Alabama law, specifically §27-3-6.1, Code of Alabama, 1975.
- 8 Satisfactory compliance with the provisions contained in Act 2012-494, regarding completion and attestation of the REAL ESTATE SALES VALIDATION FORM.
- 9. Receipt of satisfactory Incumbency Certificate for the LLC named herein, authorizing the above transaction and naming the person(s) who will be signing for the LLC.
- 10. Release of record of the land described herein from the lien of the mortgage from Doublehead Properties, LLC, to First Metro Bank, dated November 21, 2014 and recorded in Real Property/OFRD/Mortgage Book 784, Page 888.
- 11. Satisfactory proof of payment in full of all homeowners dues, assessments, and/or fees for the current year, it any.







FATIC-210X ALTA Commitment (6-17-06)

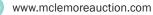
#### COMMITMENT Issued by First American Title Insurance Company

525279

#### SCHEDULE B PART II

PART II: Schedule B of the policy or policies to the issued will contain exceptions to the following matters unless the same are disposed of 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 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.
- 2. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 3. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 6. Any mineral or mineral rights leased, granted or retained by current or prior owners.
- 7. Taxes and assessments for the year **2018** and subsequent years and not yet due and payable.
- 8. This policy does not attempt to insure the exact amount of acreage or square feet contained in the property described in Schedule A.
- 9. Any additional taxes which may be assessed due to reappraisal, a change in exemption status, loss of homestead exemption, or change in the current use classification.
- 10. Rights of the United State s of America, acting through it's agent, the Tennessee Valley Authority in and to that portion of the herein described tracts of land lying below the established 509.34 contour line of Wilson Lake as granted in that certain Special Warranty Deed executed by Mary Foster Willett in favor of the United States of America, dated December 26, 1918 and recorded in Deed Book 3, Page 95, as amended by Declaration of Abandonment of Easement Rights, dated December 09, 2005 and recorded in Misc. Book 98, Page 785.





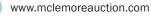


FATIC-210X ALTA Commitment (6-17-06)

#### COMMITMENT Issued by First American Title Insurance Company

525279

- 10. A Non-Exclusive Easement and Right of Way for ingress and egress from the New Foster Mill Road as described in that certain Grant of Easement and Rights of Way executed by James H. Tompkins, as Executor of the Estate of Aaron C. Patterson, deceased, (et al.) filed for record October 13, 1989 in Deed Book 131 at Page 34 and subsequently conveyed to Cecil Batchelor and Joe R. Alexander by instrument dated January 22, 1990 and filed for record in Deed Book 131, Page 698, Lawrence County Probate Office.
- 11. Easements, building setback lines, and all other matters appearing on the subdivision plats recorded in Plat Book 3, Pages 69, 70, 71 and 77.





# Recorded Plat of the Cove at Doublehead Phase I



www.mclemoreauction.com

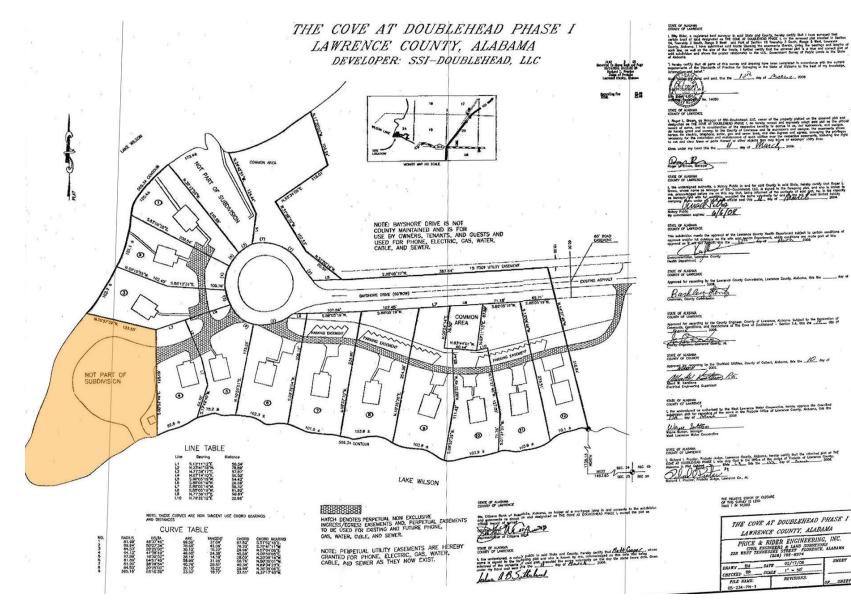


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# Rental Management Agreement for Lodge Building



RENTAL MANAGEMENT AGREEMENT For LODGE building

This Management Agreement ("Agreement") is made and entered into as of the 1<sup>st</sup> day of October 2017, by and between *Doublehead Realty and Property Management, L.L.C.*, an Alabama limited liability company (hereinafter referred to as the "Company") and *Doublehead Properties LLC*. (hereinafter referred to as the "Owner").

Term of agreement shall be Jan 1-Dec 31<sup>st</sup>, 2018. Either party can termite this agreement only at the end of the term with a 90-day notice

WHEREAS, the Owner wishes to engage the Company as the rental agent to offer The **LODGE** (the "Premises") for rental under the terms and conditions set forth below:

WHEREAS, the Company will advertise, promote, operate, and manage the LODGE as a conference/event destination.

NOW, THEREFORE, in consideration of the terms, conditions and mutual covenants set forth, the parties agree as follows:

#### 1. Exclusivity Clause/Term of Agreement.

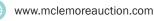
Exclusive-The Owner hereby appoints the Company as a rental agent for the Premises.

**2.** <u>Point of Contact.</u> The Company will maintain an office to act as the Company's single point of contact with the Owner as to the Company's performance under this Agreement ("Owner Services Office").

3. <u>Accounting Office.</u> The Company will maintain an accounting office to manage monthly entries to the Owner's account and invoice renters. Collection costs and fees associated with collection of uncollectible rental fees, including reasonable attorneys' fees, shall be deducted from rental remuneration due the Owner. The Rental Management Company will collect deposits and deposit into an insured Trust Account as defined by the Alabama Real Estate Commission.

4. <u>Fees and Commissions</u>. The Owner agrees that all remuneration from the rental of the Premises will be collected by the Company. The Company will deduct from said rental remuneration all amounts due the Company by the Owner, including, but not limited to, the Management Fee and any expenses approved in advance by owner (as defined in # 6). Remuneration due the Owner will be mailed on or about the fifteenth (15th) day of the month following the month in which the rental occurred.

5. Advance Reservations/Owner Usage. The Owner authorizes the Company to accept





## **Rental Management Agreement for Lodge Building**



reservations for the Premises for up to twelve (12) months in advance.

6. <u>Responsibility for Utilities/Taxes/Other Charges.</u> Doublehead Realty will be responsible for direct payment of all utility bills, insurance, and Maintenance items under \$250. Larger amounts will be discussed prior to payment and a mutual agreement will be reached. Owner pays all property tax and any capital repairs.

7. <u>Management Fee.</u> For its services the Company will retain as a management fee equal to FIFTY-percent (50%) of the net rental revenue.

8. <u>Sale of the premises</u>: The Owner may sell the Premises during the term of this Agreement. If the Owner enters into a contract of sale with respect to the Premises, such contract shall contain a provision that the purchaser will honor all of the Company's reservations confirmed as of the date of sale and honor all terms of this agreement and must accept all rental contracts the management company has in place at the time of sale. This includes all furniture and fixtures left as is in order to fulfill pending contracts.

9. <u>Rental Rates</u>. Owner and Management company will equally agree on the said rates and will monitor them as needed with the changing of the market.

10. <u>Damage to Premises</u>. The Company is not responsible for damage to the Premises or missing, lost or damaged items or furnishings under any circumstances, including, but not limited to, theft, switching out of items, vandalism or negligence of tenants, their guests or third parties. The Company will make a reasonable attempt to acquire reimbursement from the guests (not including litigation), but if an attempt of compensation fails, the Company will not be held liable. If Company cannot collect the damages Doublehead Realty agrees to split the replacement costs with the Owners on a 50/50 % basis.





## **Rental Management Agreement for Lodge Building**



Company:

Doublehead Realty and Property Management, L.L.C. 145 County Road 314 Town Creek, AL 35672 256-685-967

Owner:

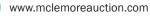
Doublehead Properties LLC. 100 Pine Brook Drive Florence, AL 35633

IN WITNESS WHEREOF, the parties hereto have hereunto caused this instrument to be executed on the day and date first above written.

Owner:

Doublehead Realty and Property Management, L.L.C. By:

<u>Manager-Doublehead Realty</u>



## **Tax Card**



LAWRENCE GOUNTY	roperty Re	cord Card - 04	06 24	0 000 001.027	
Owner Name and Mailing Address DOUBLEHEAD PROPERTIES LLC, 100 PINEBROOK DR FLORENCE, AL 35633	Deed Book: 0 Deed Page: 0 Deed Date: 4/	00798	Property A	ddress	
Acct # 0000792280 Tax Dist 01 Exemptions NOT EXEMPT	Land Value: Misc. Improven Total Appr Valu Current Use Va		Tax Due: \$	nt Value: \$202,020	
Brief Legal Description 212/709-711, 212/712-714 COM AT SE COR OF SEC 24; TH W 14 50'S NE'LY 345'S E'LY 133.55' S 198.05 SEC 24 T3S R9W 1=400' 2015 N/C SCL 5 CITY 1 E OF TOWN Land Values Parcel Number; 040	' TO POB	ALG CONTOUR 854.6' TO P	POB; TH SW'LY	Y ALG CONTOUR 345'S NW'LY	
Acres		Tax Class	No internet	Appraised Value	
Total Acres:				Total Appraised Value:	
Improvement Details Parcel Num	per: 04062400000010	0270			
Improvement 1				n hat of the	
Bldg Prim Code RETAIL MIXED Year Built 1997 Effective Yea	Puilt 0			Building Calculations EFF Year0	
				ClassB-	
	f Type	Roof Material	Bld Code0500		
CEDAR, ROUGH - 100 HIP-	GABLE - 100	ASPHALT SHINGLES - 100 Base Rate\$70			
				Adj Rate\$68	
1.00				Building Area	
Interior Floo	ors	Foundation		Stories2	
DRYWALL (SHEETROCK) - 100 PIN	E, DOUBLE - 50	CONT WALL - 100		Base4116	
	, QUARRY - 50			2ndStory4116	
		CONCRETE BLOCI STONE - 50	K - 50	Adjusted9460	
Extra Features Parcel Number: 0-	4062400000010270				
Improvement Number Feature Number	Feature Code	Description	THE REPORT OF		
1 1	04	BATH 4FIX			
1 2	015006				
1 3	015006	015006 FHA/AC			
1 4	07	FIREPLACE +2 W/ 1 OPEN	ING		
Appendages/ Upper Stories Parc	el Number: 04062400	000010270			

615-517-7675

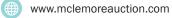


## **Tax Card**



Improvement Number Appendage Number		Improvement Code	Description						
1 1		2	UPPER FLOORS						
1	2	OP3	OPEN PORCH OPEN PORCH						
1	3	OP3							
1	4	WD2	WOOD DECK						
1 5		OP3	OPEN PORCH				anandoa andol - Ilinnon anono o anno 1 ani		
1	6	WD2	WOOD DECK						
1	7	WD2	WOOD DECK						
Code	Description	nber: 040624000000 Subtotal Base Area 6646,307 4116	110270 Rate \$68.32	Replacement Cost \$771,986	Condition 81%	Class B-	Final Value \$698,034		
Code 0500 RETA	Description	Subtotal Base Area 6646,307 4116	Rate				Final Value \$698,034		
Code 0500 RETA Sales Parcel N	Description	Subtotal Base Area 6646,307 4116	Rate						
Code 0500 RETA Sales Parcel N ale 1	Description	Subtotal Base Area 6646,307 4116	Rate		81%				
Code 0500 RETA Sales Parcel N sale 1 Date Sold (6)	Description L MIXED	Subtotal  Base Area    \$646,307  4116    10010270	Rate	\$771,986	81%	В-			
Code 0500 RETA Sales Parcel N ale 1 Date Sold G Acres Sold	Description L MIXED 3 umber: 0406240000	Subtotal Base Area 6646,307 4116 100010270 Use Code	Rate	\$771,986 Deed Boo	81%	B-			

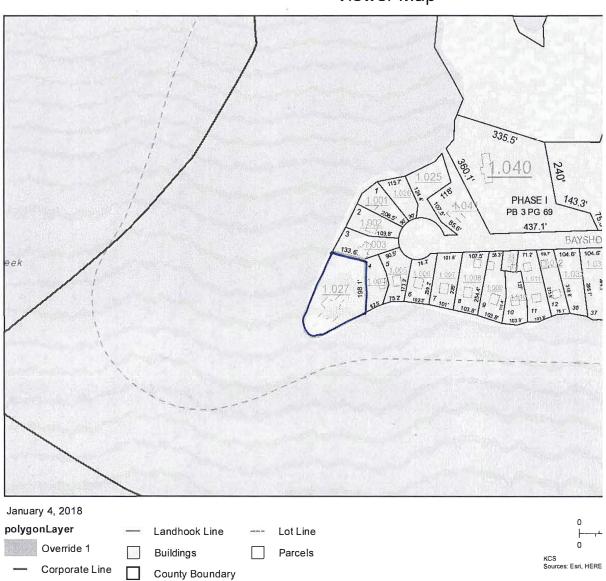






# Tax Map





Viewer Map

615-517-7675 A.







Prepared By: H. Jerome Thompson Attorney at Law P.O. Box 593 Moulton, Alabama 35650 File #28474 Please send tax notice to: Doublehead Properties, LLC 100 Pinebrook Drive Florence, Alabama 35633

#### WARRANTY DEED

State of Alabama Lawrence County

Know all men by these presents, that in consideration of Ten Dollars (\$10.00), and other good and valuable consideration paid to the undersigned receipt whereof is acknowledged

Grantors, to-wit:	Resort Holdings, LLC
	P.O. Box 910 Russellville, AL 35653

does (do) grant, bargain, sell, and convey unto the said

Grantees, to-wit:	Doublehead Properties, LLC
	100 Pinebrook Drive, Florence, Alabama 35633

the following described real estate, situated in Lawrence County, Alabama, to-wit:

#### Tract 1-Lodge:

A tract or parcel of land lying and being in Section 24, Township 3 South, Range 9 West, Lawrence County, Alabama, more particularly described as follows: To reach the point of beginning, commence at the Southeast corner of said Section 24; thence West for 2308.85 feet; thence North for 1742.94 feet to a point on the 509.34 foot contour of Lake Wilson, said point being the point of beginning; thence along the 509.34 foot contour the following bearings and distances: South 60 degrees 00 minutes 19 seconds West for 155.90 feet, South 78 degrees 03 minutes 25 seconds West for 83.78 feet, North 41 degrees 41 minutes 27 seconds West for 55.11 feet, North 17 degrees 35 minutes 18 seconds East for 193.00 feet and North 32 degrees 16 minutes 42 seconds East for 116.19 feet; thence South 76 degrees 57 minutes 39 seconds East for 133.55 feet to an existing capped iron pin; thence South 00 degrees 52 minutes 49 seconds East for 198.09 feet to the point of beginning and containing 1.30 acres, more or less.

#### Tract 2 - Vacant Lot:

A tract or parcel of land lying and being in Section 24, Township 3 South, Range 9 West, Lawrence County, Alabama, more particularly described as follows: To reach the point of beginning, commence at the Southeast corner of said Section 24; thence West for 2154.88 feet; thence North for 2083.45 feet to an existing iron pin, said point being the point of beginning; thence North 39 degrees 12 minutes 03 seconds West for 210.98 feet to a point on the 509.34 foot contour of Lake Wilson; thence along the 509.34 foot contour of Lake Wilson, Northeastwardly, for 173 feet, more or less ( chord bearing North 79 degrees 05 minutes 45 seconds East, chord distance of 115.67 feet); thence South 24 degrees 42 minutes corded In DEED BK 211, P6 798, 04/25/2014 12:02:44 PM ke Praytor, Judse of Probate, Lawrence County, Alaba



51 seconds East for 124.44 feet to an existing capped iron pin; thence South 07 degrees 14 minutes 10 seconds West for 56.50 feet to a point on the North line of a 60 foot road easement; thence along the North line of said road easement and along a curve to the left having a fixed radius of 84.53 feet, Southwestwardly, for an arc distance of 30.12 feet (chord bearing South 57 degrees 04 minutes 08 seconds West, chord distance 29.96 feet) to the point of beginning and containing 0.39 acres, more or less.

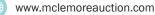
**Tract 3- Convention Building:** 

A tract or parcel of land lying and being in Section 24, Township 3 South, Range 9 West, Lawrence County, Alabama, more particularly described as follows: To reach the point of beginning, commence at the Southeast corner of said Section 24; thence West for 1961.80 feet; thence North for 2033.75 feet to an existing capped iron pin, said point being the point of beginning; thence North 51 degrees 50 minutes 19 seconds West for 85.56 feet to an existing capped iron pin; thence North 31 degrees 58 minutes 32 seconds West for 107.53 feet to an existing capped iron pin; thence North 55 degrees 34 minutes 09 seconds East for 118.01 feet to an existing capped iron pin; thence North 17 degrees 30 minutes 00 seconds West for 104.24 feet to a point on the to a point on the 509.34 foot contour of Lake Wilson; thence along the 509.34 foot contour of Lake Wilson, Northeastwardly, for 190 feet, more or less ( chord bearing North 33 degrees 48 minutes 53 seconds East, chord distance of 183.21 feet); thence South 72 degrees 43 minutes 49 seconds East for 335.53 feet to an iron pin set with cap; thence South 06 degrees 01 minutes 41 seconds East for 239.96 feet to an iron pin set with cap; thence South 74 degrees 29 minutes 13 seconds East for 143.26 feet to an iron pin set with cap; thence South 25 degrees 31 minutes 51 seconds East for 75.30 feet to an iron pin set with cap on the North line of a 60 foot road easement; thence South 88 degrees 05 minutes 19 seconds West and along the North line of said 60 foot road easement for 568.46 feet to the point of beginning and containing 4.35 acres, more or less.

**Tract 4- Managers Lot:** 

A tract or parcel of land lying and being in Section 19, Township 3 South, Range 8 West, Lawrence County, Alabama, more particularly described as follows: To reach the point of beginning, commence at the Southwest corner of said Section 19; thence East for 1417.30 feet; thence North for 144.74 feet to a point in the center of Foster Mill Road, said point being the point of beginning; thence along the center of said Foster Mill Road the following bearings and distances: North 66 degrees 59 minutes 10 seconds East for 98.93 feet, North 66 degrees 58 minutes 38 seconds East for 239.21 feet, North 72 degrees 13 minutes 57 seconds East for 163.26 feet and North 80 degrees 02 minutes 17 seconds East for 141.94 feet; thence North for 163.59 feet to a point on the North line of a 60 foot road easement; thence North 66 degrees 07 minutes 34 seconds West and along the North line of said 60 foot road easement for 462.16 feet, thence North 66 degrees 14 minutes 38 seconds West and along the North line of said 60 foot road easement for 153.24 feet to the P.C. of a curve to the left having a fixed radius of 1030.00 feet; thence continuing along the North line of said 60 foot road easement and along said curve to the left for an arc distance of 185.56 feet (chord bearing North 71 degrees 24 minutes 17 second West, chord distance 185.31 feet) to the P.T. of said curve; thence North 76 degrees 33 minutes 57 seconds West and along the North line of said 60 foot easement for 212.06 feet; thence South 13 degrees 26 minutes 03 seconds West for 60.00 feet; thence South 56 degrees 33 minutes 40 seconds West for 82.29 feet; thence South 26 degrees 04 minutes 29 seconds West for 269.41 feet to a point on the

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509.34 foot contour of Lake Wilson; thence along the 509.34 foot contour of Lake Wilson, Southeastwardly, for 668.5 feet, more or less

(chord bearing South 54 degrees 46 minutes 27 seconds East, chord distance of 661.10 feet to the point of beginning and containing 10.83 acres, more or less, subject to the 60 foot road easement along the North side thereof.

Tract 5:

That portion of The Cove at Doublehead, Phase I as Platted and Recorded in the Office of Probate Judge of Lawrence County, Alabama, which lies within the 60 foot right of way of a Private Drive indentified as Bayshore Drive.

Tract 6:

That portion of The Cove at Doublehead, Phase II as Platted and Recorded in the Office of Probate Judge of Lawrence County, Alabama, which lies within the 60 foot right of way of a Private Drive indentified as Bayshore Drive.

Tract 7:

That portion of The Cove at Doublehead, Phase III as Platted and Recorded in the Office of Probate Judge of Lawrence County, Alabama, which lies within the 60 foot right of way of a Private Drive identified as Bayshore Drive.

Tract 8:

Lots 25, 27, 30, 32, 33, 34, 35 of The Cove at Doublehead, Phase III as recorded by Plat in the Office of the Probate Judge of Lawrence County Plat Book 3, Page 71.

Less and Except:

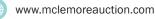
Part of Lot 27, The Cove @ DoubleHead Phase 3, as the same appears in the Office of Judge of Probate, Lawrence County, Alabama, Plat Book 3, Page 71, and being more particularly described as follows: Begin at an iron pin found (CA 0300) on the Northern most corner of Lot 27, said point lying on the Southwestern most right of way line of Bayshore Drive (60 foot right of way); thence along said right of way line, S 60 42' 18" E, 21.95 feet to a point; thence leave said right of way line, S 25 45' 47" W, 67.68 feet to a point; thence along said west line of Lot 27, N 36 25' 14" E, 70.94 feet to the POINT OF BEGINNING of the tract of land hereby described; said tract of land contains 0.05 acre.

Tract 9:

Lot 36, 37, 38, 39, 40, 42 of The Cove at Doublehead, Phase IV as recorded by Plat in the Office of Probate Judge of Lawrence County Book 3, Page 77.

Also Less and Except the following tract from the property described above:

That part of the Southeast Quarter of Section 19, Township 3 South, Range 8 West, Lawrence County, Alabama, described as follows: Commencing at the Southeast Corner of







said Section 19; thence North 88 degrees 21 minutes 12 seconds West, a distance of 642.75 feet; thence North 02 degrees 03 minutes 50 seconds East, a distance of 60.00 feet to the point of beginning; thence North 87 degrees 55 minutes 39 seconds West, a distance of 208.56 feet, thence North 02 degrees 02 minutes 06 seconds East, a distance of 208.78 feet; thence South 87 degrees 55 minutes 16 seconds East, a distance of 208.67 feet; thence South 02 degrees 03 minutes 50 seconds West, a distance of 208.76 feet to the point of beginning. Said tract containing 1.00 acres more or less.

Property Address: 100 Pinebrook Drive, Florence, AL 35633

VALUE: \$600,000.00 THIS VALUE IS BASED UPON SALES AGREEMENT.

Subdivision regulations of Lawrence County, Alabama do not apply in that there is no subdivision of an existing tract or parcel of land.

To have and to hold to the said Grantee(s) his, her or their heirs or assigns forever.

And Grantors does, for themselves and for their heirs, executors, administrators and personal representatives, covenant with the said Grantees, his heirs and assigns, that Grantor(s) is/are lawfully seized in fee simple of said premises; that they are free from all encumbrances; that they have a good right to sell and convey the same as aforesaid; that they will and their heirs, executors, administrators, and personal representatives shall warrant and defend the same to the said grantees, his heirs and assigns forever against the lawful claims of all persons.

In witness whereof Grantors have hereunder set their hand and seal, this 25th day of April, 2014.

Resort Holdings, LL (Seal) onathan M. Cooper, Mar

day of

State of Alabama Lawrence County

I, the undersigned, a Notary Public in and for the State of Alabama hereby certify the **Cooper**, whose named as **Manager** of **Resort Holdings**, LLC, is signed to the **State** of the conveyance, and who is known to me, acknowledged before me on this day that the provide of the conveyance, he as such officer and with full authority, excluded the state, voluntarily for and as the act of said corporation.

Given under my hand and official seal this

Notary Public My commission expires:

