

Response to Request No. 4
(Collette/Diamond Acres, LLC
Deeds and Rights of First
Refusal)

WARRANTY DEED

Deed Tax - 25.00

THIS DEED OF CONVEYANCE is made and entered into this 21 day of June 2022, by and between, DIAMOND ACRES, LLC, a Kentucky limited liability company, with an address of 212 Diamond Lane, Corbin, Kentucky 40701, party of the first part (hereinafter referred to as "Grantor"), and JOHNNY COLLETTE, single, with an address of 2390 Frankfort School Road, Corbin, Kentucky 40701, parties of the second part (hereinafter referred to as "Grantees") *(The in-care-of-address to which the property tax bill for the year in which the property is conveyed shall be sent to Johnny Collette, 2390 Frankfort School Road, Corbin, Kentucky 40701).*

WITNESSETH: That the Grantor, for and in consideration of the sum of TWENTY-FIVE THOUSAND DOLLARS AND 00/100 (\$25,000.00), the receipt and adequacy of which is hereby acknowledged, does hereby bargain, grant, sale and convey unto the Grantees, as joint tenants with the remainder to the survivor of them, his or her heirs and assigns forever, that certain tract of real property located and lying in Whitley County, Kentucky, and being more particularly described as follows, to wit:

BEING Lot Number 2 of the Diamond Acres Resort Phase I, in Whitley County, Kentucky, a map or plat of which is duly recorded in Plat Cabinet 4, Slide 883, Whitley County Court Clerk's Office and to which map reference is hereby made for a more full and complete description of said lot.

The foregoing property is subject to Declaration of Covenants, Conditions, and Restrictions for the Diamond Acres RV Resort as set forth in Miscellaneous Book 208, Page 641, Whitley County Court Clerk's Office, and as amended in Miscellaneous Book 208, Page 761, of Whitley County Court Clerk.

BEING PART OF THE PROPERTY acquired by Diamond Acres, LLC, from Johnny Collette, single, by deed dated April 9, 2020, and recorded in Deed Book 555, Page 466. For Right of First Refusal between the parties hereto see Exhibit "A".

TO HAVE AND TO HOLD all of the above described property, together with all the improvements and appurtenances thereunto belonging unto the Grantees, as joint tenants with the

remainder to the survivor of them, his or her heirs and assigns, forever, with covenant of GENERAL WARRANTY of title.

IN TESTIMONY WHEREOF, the Grantor has subscribed his name hereto as of the day and year first written above.

CONSIDERATION CERTIFICATE

Comes now the undersigned, being the Grantor and Grantee, and hereby certify that the consideration recited herein is the true and accurate consideration given for the property herein conveyed.

GRANTOR:

GRANTEES:

DIAMOND ACRES, LLC

BY: Michael Jeffrey Sparks
MICHAEL JEFFREY SPARKS
ITS SOLE MEMBER

Johnny Colletto
JOHNNY COLLETTE

COMMONWEALTH OF KENTUCKY
COUNTY OF WHITLEY

The foregoing Deed and Consideration Certificate was this 21 day of June 2022, acknowledged, subscribed, and sworn to before me, a Notary Public, by the above named, Michael Jeffrey Sparks, Sole Member of Diamond Acres, LLC, who acknowledged he signed the foregoing instrument and the same respectively was his voluntary act and deed.

Michael S. Reeves
NOTARY PUBLIC, STATE-AT-LARGE

Print Name: Michael S. Reeves

My commission expires: 2/22/2026

Notary ID Number: KYNP45455

COMMONWEALTH OF KENTUCKY
COUNTY OF WHITLEY

The foregoing Consideration Certificate was this 21 day of June 2022, acknowledged, subscribed, and sworn to before me, a Notary Public, by the above named, Johnny Collette, who acknowledged he signed the foregoing instrument and the same respectively was his voluntary act and deed.

Michael S. Reeves
NOTARY PUBLIC, STATE-AT-LARGE

Print Name: Michael S. Reeves

My commission expires: 2/22/26

Notary ID Number: KYNP45455

THIS INSTRUMENT PREPARED,
WITHOUT BENEFIT OF TITLE EXAMINATION, BY:

M. Seth Reeves
M. SETH REEVES
ATTORNEY AT LAW
REEVES & REEVES LAW OFFICE
800 18TH STREET
P.O. BOX 1341
CORBIN, KENTUCKY 40702
TELEPHONE (606) 528-4376
EMAIL: sethreeveslaw@gmail.com

RIGHT OF FIRST REFUSAL

THIS AGREEMENT is made and entered into this 21 day of June 2022, by and between, Johnny Collette, with an address of 2390 Frankfort School Rd., Corbin, KY 40701, party of the first part, and Diamond Acres, LLC, a Kentucky limited liability company, with an address of 212 Diamond Lane, Corbin, Kentucky 40701, party of the second part.

WHEREAS, party of the first part acquired Lot Number 2 of the Diamond Acres Luxury RV Resort from the party of second part, and the sale of the property was contingent upon the party of the first part offering party of the second part the right of first refusal in the event the party of the first part ever desires to sale Lot Number 2 (the "Property").

NOW, THEREFORE, for valuable consideration in the sum of TEN DOLLARS AND 00/100 the receipt and sufficiency being acknowledged, it is agreed:

1. Party of the First Part grants a right of first refusal on the above referenced Lot Number 2 of the Diamond Acres Luxury RV Resort (the "Property") in accordance with the terms below.
2. If during Thirty Years (30) from the date of this Agreement, Party of the First Part receives either a bona fide written offer by a willing third party to purchase the Property which Party of the First Part intends to accept, or a purchase agreement which Party of the First Part intends to enter into (collectively "Offer"), Party of the First Part shall give written notice to Party of the Second Part at the address provided below accompanied by a copy of such Offer at least thirty (30) days before the date of contemplated sale.

WHITLEY COUNTY
D569 PG603

3. Within ten (10) days after receipt of written notice, Party of the Second Part shall have the right to notify Party of the First Part that it is exercising its Right of First Refusal and will purchase the Property pursuant to the Offer at the purchase price reflected in the Offer.
4. In the event Party of the Second Part exercises its Right of First Refusal the Closing of the sale to the Party of the First Part shall be held in accordance with the commercially reasonable closing practices to the extent that such are customary for the Whitley County, Kentucky area.
5. If Party of the Second Part fails to exercise its Right of First Refusal within the time stated above, this Right of First Refusal shall be null and void.
6. Time is of the essence of this Agreement.
7. Notices shall be provided to the addresses below:

Party of the First Part

Johnny Collette

2390 Frankfort School Rd.

Corbin, KY 40701

Party of the Second Part

DIAMOND ACRES, LLC

212 DIAMOND LANE

CORBIN, KY 40701

8. This Agreement is the entire Agreement among the parties.
9. This Agreement may not be amended, modified or changes except by written instrument signed by all of the parties.
10. This Agreement shall be governed by, and construed in accordance with the laws of the Commonwealth of Kentucky, and any litigation shall take place in Whitley Circuit Court, Whitley County, Kentucky.

IN WITNESS WHERE, the parties hereto have executed this Agreement on the day and year first written above.

PARTY OF THE FIRST PART:

PARTY OF THE SECOND PART:

Johnny Collette
SIGN _____ DATE _____
PRINT NAME: Johnny Collette

Michael S. Reeves
SIGN _____ DATE _____

SIGN _____ DATE _____
PRINT NAME: _____

COMMONWEALTH OF KENTUCKY
COUNTY OF WHITLEY

The foregoing Agreement was this 21 day of June, 2022,
acknowledged, subscribed, and sworn to before me, a Notary Public, by the above named
Johnny Collette, Party of the First Part, who acknowledged
they signed the foregoing instrument and the same respectively was their voluntary act and
deed.

Michael S. Reeves
NOTARY PUBLIC, STATE-AT-LARGE

Print Name: Michael S. Reeves

My commission expires: 2/22/26 Notary ID Number: K4NP45455

COMMONWEALTH OF KENTUCKY
COUNTY OF WHITLEY

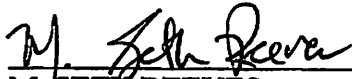
The foregoing Agreement was this 21 day of June, 2022,
acknowledged, subscribed, and sworn to before me, a Notary Public, by the above named
Michael Jeffery Sparks, Party of the Second Part, who
acknowledged they signed the foregoing instrument and the same respectively was their
voluntary act and deed.

Michael S. Reeves
NOTARY PUBLIC, STATE-AT-LARGE

Print Name: Michael S. Reeves

My commission expires: 2/22/2026 Notary ID Number: K4NP45455

THIS INSTRUMENT PREPARED BY:



M. SETH REEVES
REEVES & REEVES LAW OFFICE
800 18TH STREET
P.O. BOX 1341
CORBIN, KENTUCKY 40702
TELEPHONE (606) 528-4376
EMAIL: sethreeveslaw@gmail.com

DOCUMENT NO: 281607
RECORDED: July 07, 2022 10:33:00 AM
TOTAL FEES: \$56.00 TRANSFER TAX: \$25.00
COUNTY CLERK: CAROLYN WILLIS
DEPUTY CLERK: DIANNA WRIGHT
COUNTY: WHITLEY COUNTY
BOOK: D569 PAGES: 599 - 605

WARRANTY DEED

Deed Tax-25.00

THIS DEED OF CONVEYANCE is made and entered into this 21 day of June 2022, by and between, DIAMOND ACRES, LLC, a Kentucky limited liability company, with an address of 212 Diamond Lane, Corbin, Kentucky 40701, party of the first part (hereinafter referred to as "Grantor"), and JOHNNY COLLETTE, single, with an address of 2390 Frankfort School Road, Corbin, Kentucky 40701, parties of the second part (hereinafter referred to as "Grantees")(*The in-care-of-address to which the property tax bill for the year in which the property is conveyed shall be sent to Johnny Collette, 2390 Frankfort School Road, Corbin, Kentucky 40701*).

WITNESSETH: That the Grantor, for and in consideration of the sum of TWENTY-FIVE THOUSAND DOLLARS AND 00/100 (\$25,000.00), the receipt and adequacy of which is hereby acknowledged, does hereby bargain, grant, sale and convey unto the Grantees, as joint tenants with the remainder to the survivor of them, his or her heirs and assigns forever, that certain tract of real property located and lying in Whitley County, Kentucky, and being more particularly described as follows, to wit:

BEING Lot Number 3 of the Diamond Acres Resort Phase I, in Whitley County, Kentucky, a map or plat of which is duly recorded in Plat Cabinet 4, Slide 883, Whitley County Court Clerk's Office and to which map reference is hereby made for a more full and complete description of said lot.

The foregoing property is subject to Declaration of Covenants, Conditions, and Restrictions for the Diamond Acres RV Resort as set forth in Miscellaneous Book 208, Page 641, Whitley County Court Clerk's Office, and as amended in Miscellaneous Book 208, Page 761, of Whitley County Court Clerk.

BEING PART OF THE PROPERTY acquired by Diamond Acres, LLC, from Johnny Collette, single, by deed dated April 9, 2020, and recorded in Deed Book 555, Page 466. For Right of First Refusal between the parties hereto see Exhibit "A".

TO HAVE AND TO HOLD all of the above described property, together with all the improvements and appurtenances thereunto belonging unto the Grantees, as joint tenants with the

remainder to the survivor of them, his or her heirs and assigns, forever, with covenant of GENERAL WARRANTY of title.

IN TESTIMONY WHEREOF, the Grantor has subscribed his name hereto as of the day and year first written above.

CONSIDERATION CERTIFICATE

Comes now the undersigned, being the Grantor and Grantee, and hereby certify that the consideration recited herein is the true and accurate consideration given for the property herein conveyed.

GRANTOR:

GRANTEES:

DIAMOND ACRES, LLC

BY: 
MICHAEL JEFFREY SPARKS
ITS SOLE MEMBER


JOHNNY COLLETTE

COMMONWEALTH OF KENTUCKY
COUNTY OF WHITLEY

The foregoing Deed and Consideration Certificate was this 21 day of June 2022, acknowledged, subscribed, and sworn to before me, a Notary Public, by the above named, Michael Jeffrey Sparks, Sole Member of Diamond Acres, LLC, who acknowledged he signed the foregoing instrument and the same respectively was his voluntary act and deed.


NOTARY PUBLIC, STATE-AT-LARGE

Print Name: Michael S. Reeves

My commission expires: 7/22/2026

Notary ID Number: KYNP45455

COMMONWEALTH OF KENTUCKY
COUNTY OF WHITLEY

The foregoing Consideration Certificate was this 21 day of June 2022, acknowledged, subscribed, and sworn to before me, a Notary Public, by the above named, Johnny Collette, who acknowledged he signed the foregoing instrument and the same respectively was his voluntary act and deed.

Michael S. Reeves

NOTARY PUBLIC, STATE-AT-LARGE

Print Name: Michael S. Reeves

My commission expires: 2/28/24

Notary ID Number: KYNP45455

THIS INSTRUMENT PREPARED,
WITHOUT BENEFIT OF TITLE EXAMINATION, BY:

M. Seth Reeves

M. SETH REEVES
ATTORNEY AT LAW
REEVES & REEVES LAW OFFICE
800 18TH STREET
P.O. BOX 1341
CORBIN, KENTUCKY 40702
TELEPHONE (606) 528-4376
EMAIL: sethreeveslaw@gmail.com

WHITLEY COUNTY
D569 PG609

RIGHT OF FIRST REFUSAL

THIS AGREEMENT is made and entered into this 21 day of June 2022, by and between, Johnny Collette, with an address of 2390 Frankfort School Rd., Corbin KY 4070, party of the first part, and Diamond Acres, LLC, a Kentucky limited liability company, with an address of 212 Diamond Lane, Corbin, Kentucky 40701, party of the second part.

WHEREAS, party of the first part acquired Lot Number 3 of the Diamond Acres Luxury RV Resort from the party of second part, and the sale of the property was contingent upon the party of the first part offering party of the second part the right of first refusal in the event the party of the first part ever desires to sale Lot Number 3 (the "Property").

NOW, THEREFORE, for valuable consideration in the sum of TEN DOLLARS AND 00/100 the receipt and sufficiency being acknowledged, it is agreed:

1. Party of the First Part grants a right of first refusal on the above referenced Lot Number 3 of the Diamond Acres Luxury RV Resort (the "Property") in accordance with the terms below.
2. If during Thirty Years (30) from the date of this Agreement, Party of the First Part receives either a bona fide written offer by a willing third party to purchase the Property which Party of the First Part intends to accept, or a purchase agreement which Party of the First Part intends to enter into (collectively "Offer"), Party of the First Part shall give written notice to Party of the Second Part at the address provided below accompanied by a copy of such Offer at least thirty (30) days before the date of contemplated sale.

WHITLEY COUNTY
D569 PG610

3. Within ten (10) days after receipt of written notice, Party of the Second Part shall have the right to notify Party of the First Part that it is exercising its Right of First Refusal and will purchase the Property pursuant to the Offer at the purchase price reflected in the Offer.
4. In the event Party of the Second Part exercises its Right of First Refusal the Closing of the sale to the Party of the First Part shall be held in accordance with the commercially reasonable closing practices to the extent that such are customary for the Whitley County, Kentucky area.
5. If Party of the Second Part fails to exercise its Right of First Refusal within the time stated above, this Right of First Refusal shall be null and void.
6. Time is of the essence of this Agreement.
7. Notices shall be provided to the addresses below:

Party of the First Part

Johnny Collette
2390 Erentfort School RD.
Corbin, KY 40701

Party of the Second Part

DIAMOND ACRES, LLC
212 DIAMOND LANE
CORBIN, KY 40701

8. This Agreement is the entire Agreement among the parties.
9. This Agreement may not be amended, modified or changes except by written instrument signed by all of the parties.
10. This Agreement shall be governed by, and construed in accordance with the laws of the Commonwealth of Kentucky, and any litigation shall take place in Whitley Circuit Court, Whitley County, Kentucky.

IN WITNESS WHERE, the parties hereto have executed this Agreement on the day and year first written above.

WHITLEY COUNTY
D569 PG611

PARTY OF THE FIRST PART:

PARTY OF THE SECOND PART:

Johnny Collette
SIGN DATE
PRINT NAME: Johnny Collette

Michael Jeffrey Sparks 6/21/22
SIGN DATE

SIGN DATE
PRINT NAME: _____

COMMONWEALTH OF KENTUCKY
COUNTY OF WHITLEY

The foregoing Agreement was this 21 day of June, 2022,
acknowledged, subscribed, and sworn to before me, a Notary Public, by the above named
Johnny Collette, Party of the First Part, who acknowledged
they signed the foregoing instrument and the same respectively was their voluntary act and
deed.

Michael S. Reeves
NOTARY PUBLIC, STATE-AT-LARGE

Print Name: Michael S. Reeves

My commission expires: 2/22/2026 Notary ID Number: KYNP45455

COMMONWEALTH OF KENTUCKY
COUNTY OF WHITLEY

The foregoing Agreement was this 21 day of June, 2022,
acknowledged, subscribed, and sworn to before me, a Notary Public, by the above named
Michael Jeffrey Sparks, Party of the Second Part, who
acknowledged they signed the foregoing instrument and the same respectively was their
voluntary act and deed.

Michael S. Reeves
NOTARY PUBLIC, STATE-AT-LARGE

Print Name: Michael S. Reeves

My commission expires: 2/22/26 Notary ID Number: KYNP45455

THIS INSTRUMENT PREPARED BY:



M. SETH REEVES
REEVES & REEVES LAW OFFICE
800 18TH STREET
P.O. BOX 1341
CORBIN, KENTUCKY 40702
TELEPHONE (606) 528-4376
EMAIL: sethreeveslaw@gmail.com

DOCUMENT NO: 281608
RECORDED: July 07, 2022 10:33:00 AM
TOTAL FEES: \$56.00 TRANSFER TAX: \$25.00
COUNTY CLERK: CAROLYN WILLIS
DEPUTY CLERK: DIANNA WRIGHT
COUNTY: WHITLEY COUNTY
BOOK: D569 PAGES: 606 - 612

WHITLEY COUNTY
D569 PG613

WARRANTY DEED

~~Deed Tax 25.00~~

THIS DEED OF CONVEYANCE is made and entered into this 21 day of June 2022, by and between, DIAMOND ACRES, LLC, a Kentucky limited liability company, with an address of 212 Diamond Lane, Corbin, Kentucky 40701, party of the first part (hereinafter referred to as "Grantor"), and JOHNNY COLLETTE, single, with an address of 2390 Frankfort School Road, Corbin, Kentucky 40701, parties of the second part (hereinafter referred to as "Grantees")(*The in-care-of-address to which the property tax bill for the year in which the property is conveyed shall be sent to Johnny Collette, 2390 Frankfort School Road, Corbin, Kentucky 40701*).

WITNESSETH: That the Grantor, for and in consideration of the sum of TWENTY-FIVE THOUSAND DOLLARS AND 00/100 (\$25,000.00), the receipt and adequacy of which is hereby acknowledged, does hereby bargain, grant, sale and convey unto the Grantees, as joint tenants with the remainder to the survivor of them, his or her heirs and assigns forever, that certain tract of real property located and lying in Whitley County, Kentucky, and being more particularly described as follows, to wit:

BEING Lot Number 8 of the Diamond Acres Resort Phase I, in Whitley County, Kentucky, a map or plat of which is duly recorded in Plat Cabinet 4, Slide 883, Whitley County Court Clerk's Office and to which map reference is hereby made for a more full and complete description of said lot.

The foregoing property is subject to Declaration of Covenants, Conditions, and Restrictions for the Diamond Acres RV Resort as set forth in Miscellaneous Book 208, Page 641, Whitley County Court Clerk's Office, and as amended in Miscellaneous Book 208, Page 761, of Whitley County Court Clerk.

BEING PART OF THE PROPERTY acquired by Diamond Acres, LLC, from Johnny Collette, single, by deed dated April 9, 2020, and recorded in Deed Book 555, Page 466. For Right of First Refusal between the parties hereto see Exhibit "A".

TO HAVE AND TO HOLD all of the above described property, together with all the improvements and appurtenances thereunto belonging unto the Grantees, as joint tenants with the

remainder to the survivor of them, his or her heirs and assigns, forever, with covenant of GENERAL WARRANTY of title.

IN TESTIMONY WHEREOF, the Grantor has subscribed his name hereto as of the day and year first written above.

CONSIDERATION CERTIFICATE

Comes now the undersigned, being the Grantor and Grantee, and hereby certify that the consideration recited herein is the true and accurate consideration given for the property herein conveyed.

GRANTOR:

GRANTEES:

DIAMOND ACRES, LLC

BY: Michael Jeffrey Sparks
MICHAEL JEFFREY SPARKS
ITS SOLE MEMBER

Johnny Collette
JOHNNY COLLETTE

COMMONWEALTH OF KENTUCKY
COUNTY OF WHITLEY

The foregoing Deed and Consideration Certificate was this 21 day of June 2022, acknowledged, subscribed, and sworn to before me, a Notary Public, by the above named, Michael Jeffrey Sparks, Sole Member of Diamond Acres, LLC, who acknowledged he signed the foregoing instrument and the same respectively was his voluntary act and deed.

Michael S. Reeves
NOTARY PUBLIC, STATE-AT-LARGE

Print Name: Michael S. Reeves

My commission expires: 2/22/2026

Notary ID Number: KYNP45455

COMMONWEALTH OF KENTUCKY
COUNTY OF WHITLEY

The foregoing Consideration Certificate was this 21 day of June 2022, acknowledged, subscribed, and sworn to before me, a Notary Public, by the above named, Johnny Collette, who acknowledged he signed the foregoing instrument and the same respectively was his voluntary act and deed.

Michael S. Reeves
NOTARY PUBLIC, STATE-AT-LARGE

Print Name: Michael S. Reeves

My commission expires: 2/22/2026

Notary ID Number: KYNP45455

THIS INSTRUMENT PREPARED,
WITHOUT BENEFIT OF TITLE EXAMINATION, BY:

M. Seth Reeves
M. SETH REEVES
ATTORNEY AT LAW
REEVES & REEVES LAW OFFICE
800 18TH STREET
P.O. BOX 1341
CORBIN, KENTUCKY 40702
TELEPHONE (606) 528-4376
EMAIL: sethreeveslaw@gmail.com

RIGHT OF FIRST REFUSAL

THIS AGREEMENT is made and entered into this 21 day of June 2022, by and between, Johnny Collette, with an address of 2390 Frankfurt School Rd., Corbin, Ky 40701, party of the first part, and Diamond Acres, LLC, a Kentucky limited liability company, with an address of 212 Diamond Lane, Corbin, Kentucky 40701, party of the second part.

WHEREAS, party of the first part acquired Lot Number 8 of the Diamond Acres Luxury RV Resort from the party of second part, and the sale of the property was contingent upon the party of the first part offering party of the second part the right of first refusal in the event the party of the first part ever desires to sale Lot Number 8 (the "Property").

NOW, THEREFORE, for valuable consideration in the sum of TEN DOLLARS AND 00/100 the receipt and sufficiency being acknowledged, it is agreed:

1. Party of the First Part grants a right of first refusal on the above referenced Lot Number 8 of the Diamond Acres Luxury RV Resort (the "Property") in accordance with the terms below.
2. If during Thirty Years (30) from the date of this Agreement, Party of the First Part receives either a bona fide written offer by a willing third party to purchase the Property which Party of the First Part intends to accept, or a purchase agreement which Party of the First Part intends to enter into (collectively "Offer"), Party of the First Part shall give written notice to Party of the Second Part at the address provided below accompanied by a copy of such Offer at least thirty (30) days before the date of contemplated sale.

WHITLEY COUNTY
D569 PG617

3. Within ten (10) days after receipt of written notice, Party of the Second Part shall have the right to notify Party of the First Part that it is exercising its Right of First Refusal and will purchase the Property pursuant to the Offer at the purchase price reflected in the Offer.
4. In the event Party of the Second Part exercises its Right of First Refusal the Closing of the sale to the Party of the First Part shall be held in accordance with the commercially reasonable closing practices to the extent that such are customary for the Whitley County, Kentucky area.
5. If Party of the Second Part fails to exercise its Right of First Refusal within the time stated above, this Right of First Refusal shall be null and void.
6. Time is of the essence of this Agreement.
7. Notices shall be provided to the addresses below:

Party of the First Part	Party of the Second Part
<u>Johnny Collette</u>	DIAMOND ACRES, LLC
<u>2390 Frankfort School Rd.</u>	212 DIAMOND LANE
<u>Corbin, KY 40701</u>	CORBIN, KY 40701
8. This Agreement is the entire Agreement among the parties.
9. This Agreement may not be amended, modified or changes except by written instrument signed by all of the parties.
10. This Agreement shall be governed by, and construed in accordance with the laws of the Commonwealth of Kentucky, and any litigation shall take place in Whitley Circuit Court, Whitley County, Kentucky.

IN WITNESS WHERE, the parties hereto have executed this Agreement on the day and year first written above.

WHITLEY COUNTY
D569 PG618

PARTY OF THE FIRST PART:

PARTY OF THE SECOND PART:

Johnny Collette
SIGN DATE
PRINT NAME: Johnny Collette

Michael Jeffrey Sparks 6/21/22
SIGN DATE

SIGN DATE
PRINT NAME: _____

COMMONWEALTH OF KENTUCKY
COUNTY OF WHITLEY

The foregoing Agreement was this 21 day of June, 2022 acknowledged, subscribed, and sworn to before me, a Notary Public, by the above named Johnny Collette, Party of the First Part, who acknowledged they signed the foregoing instrument and the same respectively was their voluntary act and deed.

Michael S. Reeves
NOTARY PUBLIC, STATE-AT-LARGE

Print Name: Michael S. Reeves

My commission expires: 7/22/26 Notary ID Number: KYNP45455

COMMONWEALTH OF KENTUCKY
COUNTY OF WHITLEY

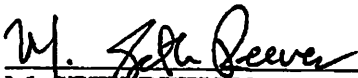
The foregoing Agreement was this 21 day of June, 2022 acknowledged, subscribed, and sworn to before me, a Notary Public, by the above named Michael Jeffrey Sparks, Party of the Second Part, who acknowledged they signed the foregoing instrument and the same respectively was their voluntary act and deed.

Michael S. Reeves
NOTARY PUBLIC, STATE-AT-LARGE

Print Name: Michael S. Reeves

My commission expires: 7/22/26 Notary ID Number: KYNP45455

THIS INSTRUMENT PREPARED BY:



M. SETH REEVES
REEVES & REEVES LAW OFFICE
800 18TH STREET
P.O. BOX 1341
CORBIN, KENTUCKY 40702
TELEPHONE (606) 528-4376
EMAIL: sethreeveslaw@gmail.com

DOCUMENT NO: 281609
RECORDED: July 07, 2022 10:35:00 AM
TOTAL FEES: \$56.00 TRANSFER TAX: \$25.00
COUNTY CLERK: CAROLYN WILLIS
DEPUTY CLERK: DIANNA WRIGHT
COUNTY: WHITLEY COUNTY
BOOK: D569 PAGES: 613 - 619

WARRANTY DEED
Deed Tax - 25.00

THIS DEED OF CONVEYANCE is made and entered into this 21 day of June 2022, by and between, DIAMOND ACRES, LLC, a Kentucky limited liability company, with an address of 212 Diamond Lane, Corbin, Kentucky 40701, party of the first part (hereinafter referred to as "Grantor"), and JOHNNY COLLETTE, single, with an address of 2390 Frankfort School Road, Corbin, Kentucky 40701, parties of the second part (hereinafter referred to as "Grantees") *(The in-care-of-address to which the property tax bill for the year in which the property is conveyed shall be sent to Johnny Collette, 2390 Frankfort School Road, Corbin, Kentucky 40701).*

WITNESSETH: That the Grantor, for and in consideration of the sum of TWENTY-FIVE THOUSAND DOLLARS AND 00/100 (\$25,000.00), the receipt and adequacy of which is hereby acknowledged, does hereby bargain, grant, sale and convey unto the Grantees, as joint tenants with the remainder to the survivor of them, his or her heirs and assigns forever, that certain tract of real property located and lying in Whitley County, Kentucky, and being more particularly described as follows, to wit:

BEING Lot Number 19 of the Diamond Acres Resort Phase I, in Whitley County, Kentucky, a map or plat of which is duly recorded in Plat Cabinet 4, Slide 883, Whitley County Court Clerk's Office and to which map reference is hereby made for a more full and complete description of said lot.

The foregoing property is subject to Declaration of Covenants, Conditions, and Restrictions for the Diamond Acres RV Resort as set forth in Miscellaneous Book 208, Page 641, Whitley County Court Clerk's Office, and as amended in Miscellaneous Book 208, Page 761, of Whitley County Court Clerk.

BEING PART OF THE PROPERTY acquired by Diamond Acres, LLC, from Johnny Collette, single, by deed dated April 9, 2020, and recorded in Deed Book 555, Page 466. For Right of First Refusal between the parties hereto see Exhibit "A".

TO HAVE AND TO HOLD all of the above described property, together with all the improvements and appurtenances thereunto belonging unto the Grantees, as joint tenants with the

remainder to the survivor of them, his or her heirs and assigns, forever, with covenant of GENERAL WARRANTY of title.

IN TESTIMONY WHEREOF, the Grantor has subscribed his name hereto as of the day and year first written above.

CONSIDERATION CERTIFICATE

Comes now the undersigned, being the Grantor and Grantee, and hereby certify that the consideration recited herein is the true and accurate consideration given for the property herein conveyed.

GRANTOR:

GRANTEES:

DIAMOND ACRES, LLC

BY: Michael Jeffrey Sparks
MICHAEL JEFFREY SPARKS
ITS SOLE MEMBER

Johnny Collette
JOHNNY COLLETTE

COMMONWEALTH OF KENTUCKY
COUNTY OF WHITLEY

The foregoing Deed and Consideration Certificate was this 21 day of June 2022, acknowledged, subscribed, and sworn to before me, a Notary Public, by the above named, Michael Jeffrey Sparks, Sole Member of Diamond Acres, LLC, who acknowledged he signed the foregoing instrument and the same respectively was his voluntary act and deed.

Michael S. Reeves
NOTARY PUBLIC, STATE-AT-LARGE

Print Name: Michael S. Reeves

My commission expires: 2/22/2026

Notary ID Number: KTNP45455

COMMONWEALTH OF KENTUCKY
COUNTY OF WHITLEY

The foregoing Consideration Certificate was this 21 day of June 2022, acknowledged, subscribed, and sworn to before me, a Notary Public, by the above named, Johnny Collette, who acknowledged he signed the foregoing instrument and the same respectively was his voluntary act and deed.

Michael S. Reeves
NOTARY PUBLIC, STATE-AT-LARGE

Print Name: Michael S. Reeves

My commission expires: 2/22/2024

Notary ID Number: KY NP 45455

THIS INSTRUMENT PREPARED,
WITHOUT BENEFIT OF TITLE EXAMINATION, BY:

M. Seth Reeves
M. SETH REEVES
ATTORNEY AT LAW
REEVES & REEVES LAW OFFICE
800 18TH STREET
P.O. BOX 1341
CORBIN, KENTUCKY 40702
TELEPHONE (606) 528-4376
EMAIL: sethreeveslaw@gmail.com

RIGHT OF FIRST REFUSAL

THIS AGREEMENT is made and entered into this 21 day of June 2022, by and between, Johnny Collette, with an address of 2390 Frankfort School Rd., Corbin, KY 40701, party of the first part, and Diamond Acres, LLC, a Kentucky limited liability company, with an address of 212 Diamond Lane, Corbin, Kentucky 40701, party of the second part.

WHEREAS, party of the first part acquired Lot Number 19 of the Diamond Acres Luxury RV Resort from the party of second part, and the sale of the property was contingent upon the party of the first part offering party of the second part the right of first refusal in the event the party of the first part ever desires to sale Lot Number 19 (the "Property").

NOW, THEREFORE, for valuable consideration in the sum of TEN DOLLARS AND 00/100 the receipt and sufficiency being acknowledged, it is agreed:

1. Party of the First Part grants a right of first refusal on the above referenced Lot Number 19 of the Diamond Acres Luxury RV Resort (the "Property") in accordance with the terms below.
2. If during Thirty Years (30) from the date of this Agreement, Party of the First Part receives either a bona fide written offer by a willing third party to purchase the Property which Party of the First Part intends to accept, or a purchase agreement which Party of the First Part intends to enter into (collectively, "Offer"), Party of the First Part shall give written notice to Party of the Second Part at the address provided below accompanied by a copy of such Offer at least thirty (30) days before the date of contemplated sale.

3. Within ten (10) days after receipt of written notice, Party of the Second Part shall have the right to notify Party of the First Part that it is exercising its Right of First Refusal and will purchase the Property pursuant to the Offer at the purchase price reflected in the Offer.
4. In the event Party of the Second Part exercises its Right of First Refusal the Closing of the sale to the Party of the First Part shall be held in accordance with the commercially reasonable closing practices to the extent that such are customary for the Whitley County, Kentucky area.
5. If Party of the Second Part fails to exercise its Right of First Refusal within the time stated above, this Right of First Refusal shall be null and void.
6. Time is of the essence of this Agreement.
7. Notices shall be provided to the addresses below:

Party of the First Part

Johnny Collette
2390 Frankfort School Rd.
Corbin, KY 40701

Party of the Second Part

DIAMOND ACRES, LLC
212 DIAMOND LANE
CORBIN, KY 40701

8. This Agreement is the entire Agreement among the parties.
9. This Agreement may not be amended, modified or changes except by written instrument signed by all of the parties.
10. This Agreement shall be governed by, and construed in accordance with the laws of the Commonwealth of Kentucky, and any litigation shall take place in Whitley Circuit Court, Whitley County, Kentucky.

IN WITNESS WHERE, the parties hereto have executed this Agreement on the day and year first written above.

PARTY OF THE FIRST PART:

PARTY OF THE SECOND PART:

Johnny Collette
SIGN DATE
PRINT NAME: Johnny Collette

Michael S. Reeves 6/21/22
SIGN DATE

SIGN DATE
PRINT NAME: _____

COMMONWEALTH OF KENTUCKY
COUNTY OF WHITLEY

The foregoing Agreement was this 21 day of June, 2022,
acknowledged, subscribed, and sworn to before me, a Notary Public, by the above named
Johnny Collette, Party of the First Part, who acknowledged
they signed the foregoing instrument and the same respectively was their voluntary act and
deed.

Michael S. Reeves
NOTARY PUBLIC, STATE-AT-LARGE

Print Name: Michael S. Reeves

My commission expires: 2/22/26 Notary ID Number: 14NP45455

COMMONWEALTH OF KENTUCKY
COUNTY OF WHITLEY

The foregoing Agreement was this 21 day of June, 2022,
acknowledged, subscribed, and sworn to before me, a Notary Public, by the above named
Michael Jeffery Sparks, Party of the Second Part, who
acknowledged they signed the foregoing instrument and the same respectively was their
voluntary act and deed.

Michael S. Reeves
NOTARY PUBLIC, STATE-AT-LARGE

Print Name: Michael S. Reeves

My commission expires: 2/22/26 Notary ID Number: 14NP45455

THIS INSTRUMENT PREPARED BY:

M. Seth Reeves

M. SETH REEVES
REEVES & REEVES LAW OFFICE
800 18TH STREET
P.O. BOX 1341
CORBIN, KENTUCKY 40702
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EMAIL: sethreeveslaw@gmail.com

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COUNTY CLERK: CAROLYN WILLIS
DEPUTY CLERK: DIANNA WRIGHT
COUNTY: WHITLEY COUNTY
BOOK: D569 PAGES: 634 - 640