

IN THE CHANCERY COURT FOR CUMBERLAND COUNTY, TENNESSEE
THIRTEENTH JUDICIAL DISTRICT, AT CROSSVILLE

TENNESSEE PUBLIC UTILITY COMMISSION

Petitioner,

v.

LAUREL HILLS CONDOMINIUMS
PROPERTY OWNERS ASSOCIATION

Respondent.

MOY TOY, LLC, and
RENEGADE MOUNTAIN COMMUNITY CLUB,

Intervening Parties.

Docket No. 2012-CH-560
Chancellor Thurman

SECOND MODIFIED RECEIVERSHIP PLAN

TO THE CHANCELLOR:

COMES NOW, Receivership Management, Inc. [hereinafter the Receiver], the court-appointed Receiver of a water system previously controlled by Laurel Hills Condominiums Property Owners Association [hereinafter the LHWS], and submits this, its Second Modified Receivership Plan in the above-styled suit.

This Second Modified Receivership Plan is filed pursuant to and consistent with ¶ 15 of page 7 of the Amended Order Appointing Receiver, entered by this Honorable Court on April 21, 2016, the pertinent provisions of which provide as follows:

"If the Receiver determines that reorganization, consolidation, conversion, merger, dissolution, liquidation or other transformation of Laurel Hills' water system is appropriate, it shall prepare a plan to effect such changes,

including, if necessary, the liquidation and sale of all or [sic] Laurel Hill's water system assets. Upon application of the Receiver for approval of the plan, and after such notice and hearing as the court may prescribe, the Court may either approve or disapprove the plan proposed, or may modify it and approve it as modified. Any plan approved under this section shall be, in the judgment of the Court, fair and equitable to all parties concerned. If the plan is approved, the Receiver shall carry out the plan."

A motion to approve and adopt this Second Modified Receivership Plan has been filed contemporaneously with this plan.

Creation of Receivership Estate

The Laurel Hills Water System receivership estate was created by order of this Court on October 26, 2015. The Receiver immediately took steps to marshal and preserve the assets of the estate, take control of bank accounts, provide notice to interested persons, identify and procure the services of and/or retain vendors, and perform all of the other tasks customarily performed by receivers.

As the Court is aware, upon taking over the LHWS, it immediately became apparent to the Receiver that there were problems with its ability to rehabilitate and revitalize the water system. First and foremost, there were and continue to be concerns about the proper titling and use rights for different parts of the water system, and limitations on the ability of the Receiver to expand the LHWS to new customers. The Receiver has consistently reported on these issues, so the specific issues will not be recounted here.

Furthermore, the water tower and existing water supply pipe, along with other parts of the LHWS, are in a state of disrepair such that there is a significant cost to get the LHWS to a point where they can be utilized in the manner designed, and the LHWS can be placed in a sustainable position.

Prior to adoption of the original receivership plan, three (3) different private utility companies expressed varying levels of interest in owning and/or operating the LHWS. The Crab Orchard Utility District [hereinafter the "COUD"] had also sent a letter to the Tennessee Public Utilities Commission [hereinafter the "Commission"], expressing its willingness to own and operate the system.¹

The Original Receivership Plan

Considerable work and preparation were put into the creation of the original receivership plan, and reference is made to that plan for more detail in this regard.² The Receiver's original Receivership Plan for the Laurel Hills Water System in Receivership, as proposed, read as follows:

1. The Receiver will solicit bids for the ownership and/or operation of the LHWS. Each of the three (3) private utility companies noted above, as well as the Crab Orchard Utility District, and any other interested party, will be invited to provide a proposal to the Receiver for consideration. If a satisfactory proposal is received and a satisfactory deal can be negotiated for the long-term ownership, operation and viability of the LHWS, then the proposal will be brought to this Honorable Court with a recommendation for approval.
2. Failing this, the Receiver will determine whether a cooperative of LHWS customers can competently operate the LHWS, either by itself or with the assistance of a master appointed by the Court.
3. Failing this, the Receiver will report back to the Court for further instruction.

¹ See the Receiver's Fourth Report, filed May 27, 2016, at ¶ 10, p.5, and Exhibit B to said report.

² The Receiver's original Receivership Plan was filed with the Court on June 2, 2016 and was heard by the Court on motion of the Receiver on June 9, 2016. The Receiver's original Receivership Plan is attached hereto as Exhibit A and is incorporated herein by reference.

The Court approved the Receiver's original Receivership Plan without modification on June 9, 2016 following a hearing earlier that day, and ordered the Receiver to "forthwith implement and carry out its receivership plan."³ This, the Receiver has done.

Implementation of the Original Receivership Plan⁴

Consistent with the original Receivership Plan, on June 24, 2016, the Receiver transmitted a bid package to five (5) persons/entities that had expressed an interest in the ownership or operation of the LHWS prior to the adoption of the original Receivership Plan.⁵ Included within the bid request package was a confidentiality agreement, the execution of which was required prior to further information being released to potential bidders.

Two (2) potential bidders executed a confidentiality agreement and submitted the same to the Receiver so as to receive due diligence materials from the Receiver. Only one (1) of those bidders, Aqua Green Utility, Inc. [hereinafter "Aqua Green"], submitted a bid—the other declined to bid on the LHWS. The COUD neither submitted a confidentiality agreement nor made a bid on the LHWS during this process. Accordingly, the Receiver declared Aqua Green to have submitted the preferred bid, and the Receiver entered into negotiations and discussions to consummate the sale of LHWS to Aqua Green.

As represented by Aqua Green, material terms of its bid were as follows:

1. Payment of \$2501.00 from Aqua Green to the Receiver.

³ The order approving the Receiver's original Receivership Plan is attached hereto as Exhibit B and is incorporated herein by reference.

⁴ The Receiver filed its Receivership Plan Implementation Report with this Honorable Court on August 16, 2016; additional detail about the bidding process and the selection of Aqua Green Utility, Inc. as its preferred bidder can be found in said report.

⁵ The bid request package was attached to the Receiver's Sixth Report, filed with the Court on August 4, 2016, as well as the Receiver's Plan Implementation Progress Report, filed with the Court on August 16, 2016.

2. The execution of Aqua Green's "standard easement agreement" by "the owner of the roads and right of ways for all roads on Renegade Mountain".
3. The establishment of a rate for the LHWS of \$73.00 per month, per customer for September 2016 through December 2019; and a rate of \$45.00 per month, per customer thereafter.
4. The bid would be "contingent on [LHWS] having \$0.00 cash on hand having no debt or amount owed. Any difference can be negotiated on the day of title transfer."
5. Aqua Green already possesses a wastewater Certificate of Public Convenience and Necessity [hereinafter a "CCN"] and would "only need to add the water system to [its] territory."⁶

The Receiver confirmed with officials from the Tennessee Public Utility Commission [hereinafter the "TPUC" or the "Commission"] that Aqua Green possessed a wastewater CCN; however, an expansion or amendment to such CCN would have been needed to be procured by Aqua Green. Commission officials further indicated that they had a general familiarity with Aqua Green, having worked before with Aqua Green's owner, Mr. Dart Kendall.

Aqua Green submitted its Grant of Easement form with its bid. That form provided that Aqua Green expected transfer of a perpetual easement "over and under Grantor's(s') property being more particularly described as follows: All that tract or parcel of land lying and being all roads, shoulder, or right of way and all other easements, in the entire

⁶ A partially redacted copy of Aqua Green's bid was attached as Exhibit B to the Receiver's Plan Implementation Progress Report, filed with this Honorable Court on August 16, 2016, which contains a more complete and thorough description of Aqua Green's bid for the LHWS.

community known as Renegade Mountain and being improved property attached hereto as Exhibit 'A' which shows this easement and which is made a part hereof by reference.”⁷ A map attached to the proposed Grant of Easement circled much of Renegade Mountain, including all originally platted areas, including the unimproved “basement lots” near the bottom of the mountain just off of the current main road, Renegade Mountain Parkway.⁸

Problems Fulfilling Original Receivership Plan

a. Issues Raised by Aqua Green

Thereupon, the Receiver formally announced that Aqua Green was its preferred bidder and entered into negotiations and discussions to consummate the sale of the LHWS to Aqua Green, subject to final approval of all closing documents by the Receiver and the payment of the purchase price by Aqua Green at closing. However, issues were immediately raised by Aqua Green concerning proper titling of the LHWS and use rights incidental thereto. In short, the Receiver lacked ownership of all of the LHWS property rights that Aqua Green felt were needed in order for it to take ownership and control over the water system. The announcement of Aqua Green as the preferred bidder and the documentation of the issues and problems raised are contained in two (2) letters exchanged by the Receiver and Aqua Green on August 17, 2016.⁹

b. Institution of Condemnation/Clarification Action in Circuit Court

On November 18, 2016, as previously reported, the Receiver filed a petition with the Cumberland County Circuit Court to condemn and/or clarify property rights on Renegade

⁷ Id., on first page of proposed “Grant of Easement”.

⁸ Id.; map attached to “Grant of Easement”. Subsequent conversations by the Receiver with Mr. Kendall confirmed his desire that the conveyance to Aqua Green included the “basement lots” herein referenced.

⁹ Copies of these letters were provided to this Honorable Court as Exhibit A to the Receiver’s Ninth Report, filed on November 10, 2016.

Mountain such that the LHWS could be rehabilitated and sold.¹⁰ The defendants in that lawsuit, Moy Toy, LLC and Terra Mountain Holdings, LLC [hereinafter “Moy Toy” and “Terra Mountain”, respectively], filed motions to dismiss or for a more definite statement in the action; those motions to dismiss have not yet been heard by the Cumberland County Circuit Court, as that action is on hold pending the results of the global settlement negotiations referenced below. One of the objections raised by Moy Toy and Terra Mountain was that the Receiver lacked a Certificate of Public Convenience and Necessity [hereinafter a “CCN”] issued by the Commission, and thus lacked the ability to condemn or seek clarification of property rights as a water company under the statute authorizing such by water companies and/or public utilities. Without waiving any rights in the condemnation/clarification civil action, without acceding to Moy Toy’s and Terra Mountain’s argument, and without waiving any position maintained in said action, the Receiver filed a petition applying for a provisional CCN with the Commission on September 12, 2017.¹¹

c. The February 21, 2017 Failed Mediation

As directed by this Honorable Court, the Receiver, the Commission, the Consumer Protection and Advocate Division of the Tennessee Attorney General and Reporter’s Office, the Laurel Hills Condominiums Property Owners Association [hereinafter the “LHCPOA”], Moy Toy, LLC [hereinafter “Moy Toy”] and Terra Mountain (by invitation) participated in a global mediation session on February 21, 2017. As previously reported to this Honorable Court, that global mediation session was unsuccessful and the Receiver concluded following that global mediation session that absent a renewed effort to settle the matter at issue on a

¹⁰ Cumberland County Circuit Court, Docket No. CC1-2016-CV-6201. *See Exhibit B* of the Receiver’s Ninth Report, filed with this Honorable Court on November 10, 2016, for a copy of this civil action. *See also* the Receiver’s Tenth Report, p.3, ¶ 5, filed with this Honorable Court on December 5, 2016.

¹¹ Documents pertinent to this proceeding can be found at TPUC Docket No. 17-00098 at the following website address: <http://share.tn.gov/tra/dockets/1700098.htm>.

global basis, it would be necessary to pursue the condemnation/clarification civil action in order for the Receiver to obtain the property rights and/or have the property right clarified, such that the LHWS's titling issues could be resolved, and the LHWS could be conveyed and the receivership plan fulfilled.

Need to Modify Receivership Plan

As noted above, Aqua Green conditioned its bid upon securing easement rights basically over the entirety of Renegade Mountain, to include the originally platted but undeveloped "basement lots" near the bottom of the mountain off of the current main road, Renegade Mountain Parkway. These "basement lots" are not on or near any of the pipes, valves and other waterworks of the LHWS as they are much further down the mountain than the LHWS's furthest extension of the main pipe running down the mountain. And while a subsequent water utility operator could pursue easements in the "basement lots" area (and thus the right that such easements could later be obtained is not abandoned), the Receiver contended that gaining easement rights in the "basement lot" area was not germane to the operations of the system. For the Receiver's immediate and foreseeable purposes, there appeared to be no compelling need to include the "basement lots" in either the Receiver's CCN petition or Cumberland County Circuit Court condemnation/clarification petition, other than the desire of Aqua Green to have this area as a part of its Renegade Mountain footprint.

The Receiver further came to realize and appreciate the time, cost and resources that are necessary to fulfill the original Receivership Plan, secure the necessary property interests and convey the LHWS to Aqua Green consistent with its bid, and close the receivership estate. In fact, the Receiver concluded that accomplishing that task was time-, cost- and resource-prohibitive and not in the best interests of the receivership estate. The Receiver was also mindful that it likely would not be able to sustain itself financially as it

maintained and pursued the condemnation/clarification petition in Cumberland County Circuit Court (including the likely appeals), and that it was dependent on the Commission for the estate's funding while pursuing this civil action.

First Modified Receivership Plan

Given these issues and constraints, the Receiver filed a Motion to Adopt and Approve the Receiver's First Modified Receivership Plan on or about November 27, 2017.¹² Contemporaneous with that filing, the Receiver notified Aqua Green that its bid could not and would not be accepted, and that it was no longer the preferred bidder of the LHWS.

The Receiver's First Modified Receivership Plan provided as follows:

1. The Receiver would continue to work to clear title to the LHWS, principally by pursuing the current condemnation/clarification civil action in the Cumberland County Circuit Court for so long as the Commission is able and willing to fund such civil action, but also through settlement discussions with persons claiming property interests of concern to the Receiver. This would include amending the condemnation/clarification petition consistent with the modified Receivership Plan by narrowing the property interests requiring condemnation/clarification;
2. Once such property interests are secured/clarified, a viable buyer of the LHWS would be sought. If a viable buyer expresses interest in the LHWS, the Receiver would report back to this Honorable Court with a plan to sell the LHWS to such viable buyer and close the receivership estate;
3. Should a viable buyer not be identified, or if the Commission informs the Receiver that it will no longer continue funding the condemnation/clarification civil action, the Receiver would report back to this Honorable Court with a plan

¹² A copy of the Receiver's First Modified Receivership Plan (without exhibits, which are on file with the Court) is attached hereto as Exhibit C and is incorporated herein by reference for ease of reference by the Court.

to close the receivership estate and turn the LHWS back over to the Court for the appointment of a special master to operate the LHWS.

A hearing to consider the motion was initially set by the Receiver a few days following the Receiver filing its First Modified Receivership Plan. However, shortly after filing this motion, the Receiver learned that the parties to this lawsuit had been engaged in discussions to globally settle all matters in dispute, and that those discussions appeared fruitful. The Receiver and other persons with an interest in this matter were included in many of those global settlement discussions. Given the progress of these global settlement negotiations, the Receiver delayed pursuit of (a) its motion to approve its First Modified Receivership Plan; (b) its condemnation/clarification action filed in Cumberland County Circuit Court; or (c) its petition with the Tennessee Public Utility Commission for a provisional CCN.

The global settlement discussions referenced above now appear to have been successful. Accordingly, contemporaneous with the filing of this new Second Modified Receivership Plan, the Receiver has filed a motion to withdraw its November 22, 2017 motion to approve its First Modified Receivership Plan, and has filed a motion for the Court to approve this Second Modified Receivership Plan in its stead.

Second Modified Receivership Plan

The parties to this action and other interested persons have executed a “Settlement Agreement and Release” [hereinafter the “Global Settlement Agreement”]. The Global Settlement Agreement is attached hereto as Exhibit D and is incorporated herein by reference. The Receiver is a party to the Global Settlement Agreement, but has not yet executed such agreement. A condition precedent to the Global Settlement Agreement is the Court’s approval for the Laurel Hills Water System, in Receivership (by the Receiver) to enter into the Global Settlement Agreement and approval of all actions required by the

Laurel Hills Water System, in Receivership (by the Receiver) by the Global Settlement Agreement.

Here follows many of the significant terms and conditions of the Global Settlement Agreement:

1. Laurel Hills Water System property interests are conveyed to the Crab Orchard Utility District [hereinafter the "COUD"], along with suitable ingress/egress access easements and other property rights commonly needed and utilized by the operator of water companies/utility districts.¹³ The COUD is a party to the Global Settlement Agreement. Signatories to the Global Settlement Agreement who will be conveying such property interests to the COUD are the Laurel Hills Water System in Receivership (by the Receiver), Moy Toy, LLC, the Laurel Hills Condominiums Property Owners Association, and Mr. Michael Buford.¹⁴ Documents to be executed by these parties to convey Laurel Hills Water System property interests to the COUD are exhibits to the Global Settlement Agreement;
2. The COUD will rehabilitate the water system, including the installation of a new water supply line along the "old access road" which connects Renegade Mountain Parkway with Running Deer Lane, with Moy Toy, LLC and Mr. Buford conveying property interests along said route;¹⁵ The TPUC will fund the rehabilitation of the water system, including the installation of the new water supply line, based upon an

¹³ See § E, pp. 4-9, of the Global Settlement Agreement (attached hereto as Exhibit D) for a complete description of property interests to be conveyed.

¹⁴ The parties recently learned that Mr. Buford had purchased all pertinent property rights in and to the land on Renegade Mountain previously owned by Terra Mountain Holdings, LLC in December of 2018. The existing supply line crosses Mr. Buford's property, as does the proposed new water supply line.

¹⁵ See § E, pp. 4-9, of the Global Settlement Agreement (attached hereto as Exhibit D), especially ¶¶ E.6. and E.8., pp. 6-8, which specifically reference the new supply line.

estimate the TPUC receives from the COUD. The current estimate of monies needed to fund the water system rehabilitation, including the new water supply line, is \$925,000.¹⁶

3. Upon completion of the new water supply line along the “old access road”, the COUD will disconnect and agree to abandon the existing supply line, and all easements granted to the COUD with respect to the existing supply line shall be released;¹⁷
4. All litigation matters are resolved as provided in the Global Settlement Agreement, and the parties mutually agree to release one another. The litigation matters to be resolved are as follows:
 - a. The CCN application matter filed by the LHCPOA with the Commission (TPUC Docket No. 12-00030);
 - b. The LHCPOA show cause matter filed with the Commission by TPUC party staff (TPUC Docket No. 12-00077);
 - c. The Laurel Hills Water System in Receivership matter (Cumberland County Chancery Court Docket No. 2012-CH-560);
 - d. The Condemnation/Clarification matter filed by the Receiver (Cumberland County Circuit Court Docket No. CC1-2016-CV-6201);
 - e. The Moy Toy show cause matter filed with the Commission by TPUC party staff (TPUC Docket No. 15-00118); and,

¹⁶ See Order Approving and Authorizing Entry of Settlement Agreement, entered on March 6, 2019 (Tenn. Pub. Serv. Comm'n, Docket No. 12-00030), attached hereto (w/out exhibits) as Exhibit E and incorporated herein by reference, at p.4, ¶ 2. The entire order can be found at the following link: <http://share.tn.gov/tra/orders/2012/1200030cv.pdf>.

¹⁷ See § E, pp. 4-9, of the Global Settlement Agreement (attached hereto as Exhibit D), specifically ¶ E.9, pp. 8-9.

- f. The CCN application matter filed by the Receiver, solely in its capacity as receiver of the Laurel Hills Water System in Receivership, with the Commission (TPUC Docket No. 17-00098);¹⁸
5. The parties to the Global Settlement Agreement acknowledge the *Haiser, et al. v. McClung, et al.* litigation. Specifically, they acknowledge the uncertainty of ownership and/or control of “certain platted and unplatted areas of Renegade Mountain at issue in said litigation”, and acknowledge that this uncertainty “may have some relevance to certain property interests of LHWS.”¹⁹ The Global Settlement Agreement acknowledges the COUD’s right to enter into agreements with the parties to that litigation as necessary;²⁰
6. Conditions precedent to the Global Settlement Agreement²¹ include:
 - a. The provision by COUD of an estimate of rehabilitation costs for the water system, acceptable to the TPUC, and the approval of TPUC funding in the amount said COUD estimate²²;
 - b. A \$100,000.00 title insurance policy commitment;
 - c. Entry of an order in the instant matter “approving entry into this Global Settlement Agreement by LHWS, in Receivership (by RMI, its court appointed receiver), and approving all actions required by LHWS, in

¹⁸ Id., § F, pp. 10-11.

¹⁹ Id., § G, pp. 11-12.

²⁰ Id.

²¹ Id., § D, pp. 3-4.

²² A copy of an email, dated May 21, 2019, from Aaron Conklin, Esq., counsel for the Commission, verifying fulfillment of these preconditions, is attached hereto as Exhibit F and is incorporated herein by reference.

Receivership (by RMI, its court appointed receiver), set forth in the Global Settlement Agreement”;

- d. “Entry of an order by TPUC approving entry into this Global Settlement Agreement by TPUC as a party”;²³
- e. Written notice being provided to Atlantic Coast Conservancy, Inc. by Mr. Buford as required by the initial Deed of Conservation Easement of a request to exercise the “Acceptable Development Area – Sanitary Sewer/Water Line easement conveyance”;²⁴ and,
- f. Execution by Messrs. Michael McClung, Phillip Guettler and Darren Guettler of an agreement “releasing COUD from any and all causes of action relating to the covenants and agreements relative to the LHWS.”²⁵

The foregoing description is merely intended to provide guidance to the Court on the significant terms and conditions of the Global Settlement Agreement; reference is made to the Global Settlement Agreement, attached hereto as Exhibit D, for the full agreement.

Notice of the Receiver’s Second Modified Receivership Plan has been provided to all persons listed on the certificate of service listed below, as well as all customers of the Laurel Hills Water System. Furthermore, notice of the hearing on the Receiver’s Second

²³ The Commission has approved entry into this Global Settlement Agreement by TPUC as a party; see Exhibit E.

²⁴ A copy of an email from Gayle Y. Camp, Esq., providing said notice, dated December 7, 2018, along with a follow up email chain, is attached hereto as Exhibit G and is incorporated herein by reference. As further required by the Global Settlement Agreement, written approval has been obtained from the Atlantic Coast Conservancy, Inc., said written approval being in the form of a January 15, 2019 email from the Chief Executive Officer of the Atlantic Coast Conservancy, Inc., Robert D. Keller, PHD, attached hereto as Exhibit H and incorporated herein by reference. See ¶ D.6., pp. 3-4, of the Global Settlement Agreement (attached hereto as Exhibit D).

²⁵ See ¶ D.7., p. 4-9, of the Global Settlement Agreement (attached hereto as Exhibit D) for this requirement. Fully executed copies of Messrs. McClung, Phillip Guettler and Darren Guettler’s releases are attached hereto as Exhibit I and are incorporated herein by reference.

Laurel Hills Water System.²⁶ Furthermore, notice of the hearing on the Receiver's Second Modified Receivership Plan was placed in the Crossville Chronicle in its June 7, 2019 issue.²⁷

The Receiver's Second Modified Receivership Plan is the execution and fulfillment of the Global Settlement Agreement. The Receiver believes this to be in the best interests of the Laurel Hills Water System for the following reasons:

1. It provides for the consistent provision of potable water for the current residents of Renegade Mountain by a competently-run, adjacent utility district with decades of experience running a water system;
2. It provides long term stability for the supply of potable water for any uses on Renegade Mountain;
3. It provides greater clarity as to the ownership of the Laurel Hills Water System's property interests; and,
4. Funding is being provided by the TPUC for a new water supply line that will help solve the innumerable problems that have plagued the Laurel Hills Water System's old supply line, both before the establishment of the receivership estate and during the receivership, and guard against a potentially catastrophic break in the current supply line.

Recommendation to Court

The Receiver recommends the Global Settlement Agreement to the Court, and recommends authorizing the Laurel Hills Water System in Receivership, (by Receivership Management, Inc., its court-appointed receiver) to execute the Global Settlement

²⁶ A copy of said notice is attached hereto as Exhibit J and is incorporated herein by reference.


²⁷ A copy of said notice will be submitted via Notice of Filing prior to the June 19, 2019 hearing of the Receiver's Motion for the Approval and Adoption of Its Second Modified Receivership Plan.

Agreement, including approval of all actions required by the Laurel Hills Water System in Receivership, (by Receivership Management, Inc., its court-appointed receiver) set forth in the Global Settlement Agreement.

DATED: June 3, 2019.

Respectfully Submitted,

Laurel Hills Water System in Receivership


By: Robert E. Moore, Jr. (BPR#013600)

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*Court-appointed Receiver for
Laurel Hills Water System*


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*by permission
granted
May 28, 2019*

Certificate of Service

The undersigned hereby certifies that a true and correct copy of the foregoing Second Modified Receivership Plan has been served upon the parties hereto and the other persons listed below, at:

Aaron Conklin, Esq.
Staff Attorney
Tennessee Public Utility Commission
502 Deaderick Street, Fourth Floor
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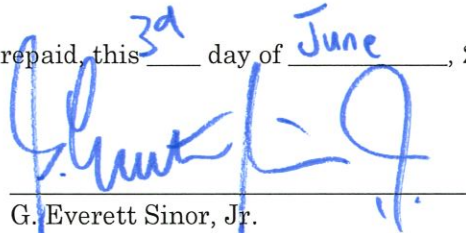
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Aqua Green Utility, Inc.
c/o Dart Kendall
3350 Gates Road
Acworth, Georgia 30102

via the United States Mails, postage prepaid, this ^{3rd} day of ^{June}, 2019.



G. Everett Sinor, Jr.

IN THE CHANCERY COURT FOR CUMBERLAND COUNTY, TENNESSEE
THIRTEENTH JUDICIAL DISTRICT, AT CROSSVILLE

TENNESSEE REGULATORY AUTHORITY

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Issues Faced by the Receiver

The Laurel Hills Water System receivership estate was created by order of this Court on October 26, 2015. The Receiver immediately took steps to marshal and preserve the assets of the estate, take control of bank accounts, provide notice to interested persons, identify and procure the services of and/or retain vendors, and perform all of the other tasks customarily performed by receivers.

Upon taking over the LHWS, it immediately became apparent to the Receiver that there were problems with its ability to rehabilitate and revitalize the water system. First and foremost, there are concerns about the proper titling and use rights for different parts of the water system, and the possible inability of the Receiver to expand the LHWS to new customers. The Receiver has consistently reported on these issues in its four (4) previous reports, so the specific issues will not be recounted here. This Honorable Court may have equitable powers to remove the cloud on all or a portion of the title to the LHWS, but that issue has not been briefed by the Receiver for reasons of cost.

Second, the water tower and supply pipe, along with other parts of the LHWS, are in a state of disrepair such that there is certainly a significant cost to get the LHWS to a point where it can be utilized in the manner designed, and be placed in a sustainable position. The Receiver's Motion to Institute a New Rate does not have any cost built in for capital repairs;

however, a \$2000.00 per month cost estimate for repairs and maintenance was included as a hedge against possible failures.

Three (3) different private utility companies have expressed varying levels of interest in owning and/or operating the LHWS since the institution of the receivership estate. The Crab Orchard Utility District has also sent a letter to the Authority, expressing its willingness to own and operate the system, in which, speaking very generally, it demanded \$500,000.00 and clear title to the LHWS.¹

Formation and Preparation of Receivership Plan

Given these hindrances, the Receiver put together the beginnings of a receivership plan with the thought that it would be exposed for comment prior to being filed with this Honorable Court. In that vein, Mr. Robert E. Moore, Jr., Chief Operations Officer for the Receiver, met on March 23, 2016 with representatives of the Tennessee Regulatory Authority [hereinafter the Authority], as well as with representatives of the Consumer Protection and Advocate Division of the Attorney General's Office [hereinafter the Attorney General] to discuss his thoughts and receive comment. The meeting was fruitful and provided additional information which has led to the submission of this Receivership Plan. Furthermore, Mr. Moore met with Messrs. John Moore and Wendell Harkleroad on May 5, 2016 for the same purpose.² Again, the meeting was fruitful and provided additional information which has led to the submission of this Receivership Plan.

The Renegade Mountain Community Meeting

Just this past Friday, May 27, 2016, at six (6) p.m., Mr. Robert E. Moore, Jr. and two (2) other representatives working with the receiver, Mr. G. Everett Sinor, Jr., and Mr.

¹ See the Receiver's Fourth Report, filed May 27, 2016, at ¶ 10, p.5, and Exhibit B to said report.

² Mr. John Moore is a resident on Renegade Mountain and an LHWS customer. Mr. Harkleroad is an executive with Eagle's Nest, LLC and has current plans to develop a portion of Renegade Mountain and provide future customers to the LHWS.

Jacqueline Lawson, conducted a community meeting with the residents on Renegade Mountain and any other interested persons who were willing to attend. The meeting was conducted in Crab Orchard, Tennessee at the City Hall meeting area. Twenty-nine (29) people signed the sign-in sheet, which included Mr. Dart Kendall, the executive of a water and sewer company. A representative from the Attorney General, Mr. Vance Broemel, was also present. The meeting lasted well over two (2) hours.

The purpose of the meeting was to explain the circumstances of the LHWS and the receivership estate, talk generally about the Receiver's thoughts on a receivership plan and the motion to institute a new rate, and receive comment and answer questions. A copy of a document handed out by the Receiver at the meeting, which lists the receivership plan options and the Receiver's main activities remaining, is attached hereto as Exhibit A and is incorporated herein by reference.

The Receiver's opinion is that the meeting was successful. Both Mr. John Moore and Mr. Michael McClung attended the meeting, and both made statements at the meeting about the LHWS and generally about some of the issues on Renegade Mountain. Numerous other LHWS customers also made comment. Notwithstanding the many questions asked and comments made, and the sometimes antagonistic positions taken, the meeting remained civil throughout.

Different issues were raised at the community meeting that the Receiver would like to bring to the attention of this Honorable Court as it considers this Receivership Plan. Foremost among these—residents of the Cumberland Pointe condominium units conveyed to the Receiver that they are currently subsidizing both the water bills and the Home Owners' Association fees for twenty-one (21) condominium units. With a significant increase in LHWS rates, it was conveyed to the Receiver that the entire amount will no

longer be collected and paid to the LHWS.³ In the event that the entire Cumberland Pointe condominium complex does not make payment of the newly instituted rate, the Receiver will be faced with how to respond. No decision has yet been made for that eventuality.

As previously noted, Mr. Dart Kendall with Aqua Green Utility attended the community meeting. He provided invaluable information from the perspective of a potential purchaser of the system. This included information concerning the water tower, surety requirements at the Authority, concerns about getting a crane across the bridge that opens onto the mountain, the necessity for clear title, etc. The attendees, including the Receiver, were truly appreciative of his attendance and his insights.

The Receivership Plan

With this background, and with the limitations discussed above, the Receiver's options are limited. Herewith is the Receivership Plan for the Laurel Hills Water System in Receivership:

1. The Receiver will solicit bids for the ownership and/or operation of the LHWS.

Each of the three (3) private utility companies noted above, as well as the Crab Orchard Utility District, and any other interested party, will be invited to provide a proposal to the Receiver for consideration. If a satisfactory proposal is received and a satisfactory deal can be negotiated for the long-term ownership, operation and viability of the LHWS, then the proposal will be brought to this Honorable Court with a recommendation for approval.

³ As previously reported (*See Receiver's Fourth Report*, filed May 27, 2016, at ¶ 7, pp. 3-4), there are 84 condominium units in the Cumberland Pointe condominium complex. The complex is currently billed and makes payment for all 84 units with 1 check for the entire amount, and has done so since the institution of the receivership estate. At the community meeting, a resident conveyed that the HOA fee is \$186.00 per month, and that those HOA fees are also currently being subsidized for 21 condominium units.

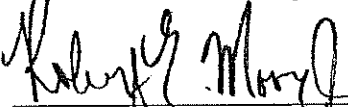
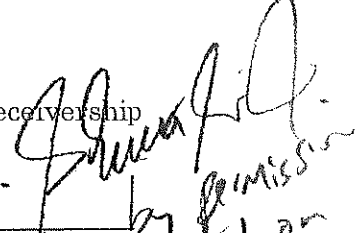
2. Failing this, the Receiver will determine whether a cooperative of LHWS customers can competently operate the LHWS, either by itself or with the assistance of a master appointed by the Court.
3. Failing this, the Receiver will report back to the Court for further instruction.

The Receiver is aware of the tremendous increase in rates facing the customers of the LHWS, and that its own costs and the extremely low number of customers are the main drivers for this increase. Accordingly, this plan will allow the receivership estate to end, while at the same time providing for a way in which water can be provided to LHWS customers in the future on a sustained basis. Given the limitations already noted, the Receiver has rehabilitated this water system as much as it can, and it is now time for a Receivership Plan to be implemented.

DATED: June 1, 2016

Respectfully Submitted,

Laurel Hills Water System in Receivership

 by 

By: Robert E. Moore, Jr. (BPR#013600)

Chief Operations Officer

Receivership Management, Inc.

1101 Kermit Drive, Suite 735

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rmoore@receivermgmt.com (Email)

Court-appointed Receiver for

Laurel Hills Water System



G. Everett Sinor, Jr. (BPR#017564)

Attorney at Law

Counsel for Receivership Management, Inc.

3504 Robin Road

Nashville, Tennessee 37204

615-969-9027 (Phone)

Everett.Sinor@gmail.com (Email)

by permission
granted on
6/1/16

Certificate of Service

The undersigned hereby certifies that a true and correct copy of the foregoing motion has been served upon the parties hereto and the other persons listed below, at:

Shiva K. Bozarth, Esq.
Chief of Compliance
Counsel for Tennessee Regulatory Authority
502 Deaderick Street, Fourth Floor
Nashville, Tennessee 37243

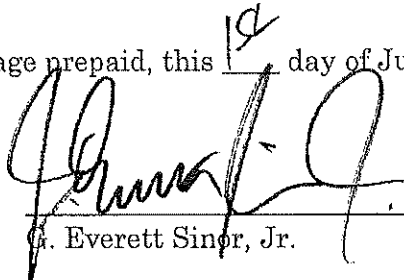
Donald Scholes, Esq.
Benjamin Gastel, Esq.
Branstetter, Stranch & Jennings
Counsel for Laurel Hills Condominiums
Property Owners Association
227 Second Avenue North, Fourth Floor
Nashville, Tennessee 37201

Melanie Davis, Esq.
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329 Cates Street
Maryville, Tennessee 37801

Vance Broemel, Esq.
Erin Merrick, Esq.
Consumer Advocate and Protection Division
Tennessee Attorney General and Reporter
Post Office Box 20207
Nashville, Tennessee 37202

Roger York, Esq.
York & Bilbrey
456 North Main Street, Suite 201
Crossville, Tennessee 38555

via the United States Mails, postage prepaid, this 19 day of June, 2016.



G. Everett Singer, Jr.

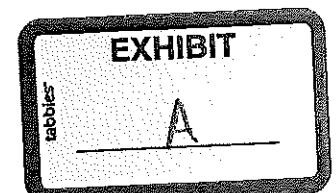
NOTES FOR RENEGADE MOUNTAIN COMMUNITY MEETING

Receivership Plan Options

1. **Hand the LHWS over to a co-operative led by residents of Renegade Mountain.** This would require approval by the TRA. It would also leave the LHWS in its current state, without any repairs being made to the supply pipe or the water tower. The water tower would not be able to be used. Any catastrophic failure of the LHWS would be the responsibility of the co-operative. There are questions about the ability of the LHWS to expand its service to new residents.
2. **Solicit Bids from Other Water Systems.** The Receiver has received limited interest from other a public water system and private water systems to own and/or operate the LHWS. Again there are questions about the ability of the LHWS to expand its service to new residents.
3. **Restore the LHWS and permit its expansion.** This would be accomplished by (a) quieting the title of current and future LHWS properties; (b) refurbishing the water tower; and (c) repairing or replacing the main supply pipe up the mountain. This would entail significant litigation and would require that the estate hire an outside law firm to pursue quiet title actions and/or a clerk and masters' sale. Minimal water tower refurbishment cost has been estimated as \$135,000.00 to \$180,000.00. Supply pipe repair cost estimates are even larger and depend on how the pipe is repaired or replaced.
4. **Renegade Mountain citizens incorporate as a municipality or create a water utility district.** Whether this can lawfully be accomplished is unknown. It would create a taxing power for the city and/or utility district to run and maintain the LHWS. It would also avoid TRA regulation, as water systems run by municipalities or utility districts are not subject to TRA regulation. As with the co-operative, any catastrophic failure of the LHWS would be the responsibility of the city and/or utility district. If there are titling problems, they could possibly be solved with condemnation actions, but would require payment to current title holders.

Remaining Activities

1. Motion to Institute New Rate in Cumberland County Chancery Court, June 9, 2016.
2. Receivership Plan will be Filed with Court.
3. Fulfillment of Plan and Closing of Receivership Estate



IN THE CHANCERY COURT FOR CUMBERLAND COUNTY
THIRTEENTH JUDICIAL DISTRICT
AT CROSSVILLE, TENNESSEE

TENNESSEE REGULATORY AUTHORITY

v.

LAUREL HILLS CONDOMINIUMS
PROPERTY OWNERS ASSOCIATION

Docket No. 2012-CH-560
Chancellor Thurman

ORDER APPROVING AND ADOPTING RECEIVERSHIP PLAN

At argument conducted on or about the 9th day of June, 2016, the petition of movant, Receivership Management, Inc. [hereinafter the Receiver], for approval and adoption of its receivership plan for the Laurel Hills Water System in Receivership was heard.

The Receiver's motion being well taken, it is **ORDERED, ADJUDGED,** and **DECREED** that the movant's receivership plan is hereby **APPROVED** and **ADOPTED**. The Receiver shall forthwith implement and carry out its receivership plan.

OTHER (if any):

N/A *ms*

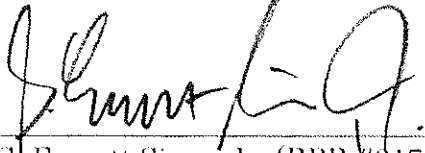
FILED
Date 6-9-2016 @ 1:00 PM
Entered 6-9-16
SUE COLLETT, CLERK & MASTER
Cumberland County, Crossville, TN
BY Sue Collett

ENTERED this 9th day of June, 2016.

Ronald Thurman
The Honorable Ronald Thurman, Chancellor



PREPARED FOR ENTRY:



G. Everett Sinor, Jr. (BPR #017564)
Attorney at Law
Counsel for Receivership Management, Inc.
3504 Robin Road
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615.969.9027
Everett.Sinor@gmail.com

Certificate of Service

The undersigned hereby certifies that a true and correct copy of the foregoing order has been served upon the parties hereto and the other persons listed below, at:

Shiva K. Bozarth, Esq.
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Counsel for Tennessee Regulatory Authority
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Donald Scholes, Esq.
Benjamin Gastel, Esq.
Branstetter, Stranch & Jennings
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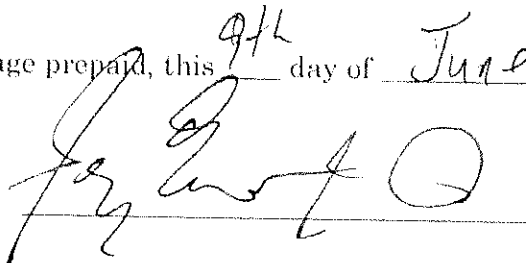
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G. Everett Sinor, Jr., Esq.
Counsel for Receivership Management, Inc.
3504 Robin Road
Nashville, Tennessee 37204

via the United States Mails, postage prepaid, this ^{9th} day of June, 2016.



IN THE CHANCERY COURT FOR CUMBERLAND COUNTY, TENNESSEE
THIRTEENTH JUDICIAL DISTRICT, AT CROSSVILLE

TENNESSEE PUBLIC UTILITY COMMISSION

Petitioner,

v.

LAUREL HILLS CONDOMINIUMS
PROPERTY OWNERS ASSOCIATION

Respondent.

MOY TOY, LLC,

Intervening Party.

Docket No. 2012-CH-560
Chancellor Thurman

FILED
Date 11-27, 2017 at 11:08 PM
Entered: _____
SUE TOLLETT, CLERK & MASTER
Cumberland County, Crossville, TN
BY: Sue Tollett

FIRST MODIFIED RECEIVERSHIP PLAN

TO THE CHANCELLOR:

COMES NOW, Receivership Management, Inc. [hereinafter the Receiver], the court appointed Receiver of a water system previously controlled by Laurel Hills Condominiums Property Owners Association [hereinafter the LHWS], and submits this, its First Modified Receivership Plan in the above-styled suit.

This First Modified Receivership Plan is filed pursuant to and consistent with ¶ 15 of page 7 of the Amended Order Appointing Receiver, entered by this Honorable Court on April 21, 2016, the pertinent provisions of which provide as follows:

"If the Receiver determines that reorganization, consolidation, conversion, merger, dissolution, liquidation or other transformation of Laurel Hills' water system is appropriate, it shall prepare a plan to effect such changes, including, if necessary, the liquidation and sale of all or Laurel Hill's [sic]

EXHIBIT
C

water system assets. Upon application of the Receiver for approval of the plan, and after such notice and hearing as the court may prescribe, the Court may either approve or disapprove the plan proposed, or may modify it and approve it as modified. Any plan approved under this section shall be, in the judgment of the Court, fair and equitable to all parties concerned. If the plan is approved, the Receiver shall carry out the plan.”

A motion to approve and adopt this First Modified Receivership Plan has been filed contemporaneously with this plan.

Creation of Receivership Estate

The Laurel Hills Water System receivership estate was created by order of this Court on October 26, 2015. The Receiver immediately took steps to marshal and preserve the assets of the estate, take control of bank accounts, provide notice to interested persons, identify and procure the services of and/or retain vendors, and perform all of the other tasks customarily performed by receivers.

As the Court is aware, upon taking over the LHWS, it immediately became apparent to the Receiver that there were problems with its ability to rehabilitate and revitalize the water system. First and foremost, there were and continue to be concerns about the proper titling and use rights for different parts of the water system, and limitations on the ability of the Receiver to expand the LHWS to new customers. The Receiver has consistently reported on these issues, so the specific issues will not be recounted here.

Furthermore, the water tower and supply pipe, along with other parts of the LHWS, are in a state of disrepair such that there is certainly a significant cost to get the LHWS to a point where they can be utilized in the manner designed, and the LHWS can be placed in a sustainable position.

Prior to adoption of the original receivership plan, three (3) different private utility companies expressed varying levels of interest in owning and/or operating the LHWS. The Crab Orchard Utility District [hereinafter the "COUD"] had also sent a letter to the Authority, expressing its willingness to own and operate the system, in which, speaking very generally, it demanded \$500,000.00 and clear title to the LHWS.¹

The Original Receivership Plan

Considerable work and preparation were put into the creation of the original receivership plan, and reference is made to that plan for more detail in this regard.² With the background contained in the original receivership plan, including the limitations discussed above and therein, the Receiver's options were and continue to be limited.

The Receiver's original Receivership Plan for the Laurel Hills Water System in Receivership, as proposed, read as follows:

1. The Receiver will solicit bids for the ownership and/or operation of the LHWS.

Each of the three (3) private utility companies noted above, as well as the Crab Orchard Utility District, and any other interested party, will be invited to provide a proposal to the Receiver for consideration. If a satisfactory proposal is received and a satisfactory deal can be negotiated for the long-term ownership, operation and viability of the LHWS, then the proposal will be brought to this Honorable Court with a recommendation for approval.

¹ See Exhibit A, attached hereto and incorporated herein by reference. This was also provided to the Court in the Receiver's Fourth Report, filed May 27, 2016, at ¶ 10, p.5, and Exhibit B to said report.

² See Exhibit B, attached hereto and incorporated herein by reference. The Receiver's original Receivership Plan was filed with the Court on June 2, 2016 and was heard by the Court on motion of the Receiver on June 9, 2016.

2. Failing this, the Receiver will determine whether a cooperative of LHWS customers can competently operate the LHWS, either by itself or with the assistance of a master appointed by the Court.

3. Failing this, the Receiver will report back to the Court for further instruction.

The Court approved the Receiver's original Receivership Plan without modification on June 9, 2016 following a hearing earlier that day, and ordered the Receiver to "forthwith implement and carry out its receivership plan."³ This, the Receiver has done.

Implementation of the Original Receivership Plan⁴

Consistent with the original Receivership Plan, on June 24, 2016, the Receiver transmitted a bid package to five (5) persons/entities that had expressed an interest in the ownership or operation of the LHWS prior to the adoption of the original Receivership Plan.⁵ Included within the bid request package was a confidentiality agreement, the execution of which was required prior to further information being released to potential bidders.

Two (2) potential bidders executed a confidentiality agreement and submitted the same to the Receiver so as to receive due diligence materials from the Receiver. Only one (1) of those bidders, Aqua Green Utility, Inc. [hereinafter "Aqua Green"], submitted a bid—the other declined to bid on the LHWS. The COUD neither submitted a confidentiality agreement nor made a bid on the LHWS during this process. Accordingly, the Receiver

³ See Exhibit C, attached hereto and incorporated herein by reference.

⁴ The Receiver filed its Receivership Plan Implementation Report with this Honorable Court on August 16, 2016; additional detail about the bidding process and the selection of Aqua Green Utility, Inc. as its preferred bidder can be found in said report.

⁵ The bid request package was attached to the Receiver's Sixth Report, filed with the Court on August 4, 2016, as well as the Receiver's Plan Implementation Progress Report, filed with the Court on August 16, 2016.

declared Aqua Green to have submitted the preferred bid, and the Receiver entered into negotiations and discussions to consummate the sale of LHWS to Aqua Green.

As represented by Aqua Green, material terms of its bid were as follows:

1. Payment of \$2501.00 from Aqua Green to the Receiver.
2. The execution of Aqua Green's "standard easement agreement" by "the owner of the roads and right of ways for all roads on Renegade Mountain".
3. The establishment of a rate for the LHWS of \$73.00 per month, per customer for September 2016 through December 2019; and a rate of \$45.00 per month, per customer thereafter.
4. The bid would be "contingent on [LHWS] having \$0.00 cash on hand having no debt or amount owed. Any difference can be negotiated on the day of title transfer."
5. Aqua Green already possesses a wastewater Certificate of Public Convenience and Necessity [hereinafter a "CCN"] and would "only need to add the water system to [its] territory."⁶

The Receiver confirmed with officials from the Tennessee Public Utility Commission [hereinafter the "TPUC" or the "Commission"] that Aqua Green possessed a wastewater CCN; however, an expansion or amendment to such CCN would need to be procured by Aqua Green. Commission officials further indicated that they had a general familiarity with Aqua Green, having worked with Aqua Green's owner, Mr. Dart Kendall, before.

⁶ See Exhibit D for a partially redacted copy of Aqua Green's bid; the Receiver would refer the Court to said exhibit for a more complete and thorough description of Aqua Green's bid for the LHWS. This copy was attached as Exhibit B to the Receiver's Plan Implementation Progress Report, filed with this Honorable Court on August 16, 2016.

Aqua Green submitted its Grant of Easement form with its bid. That form provided that Aqua Green expected transfer of a perpetual easement “over and under Grantor’s(s) property being more particularly described as follows: All that tract or parcel of land lying and being all roads, shoulder, or right of way and all other easements, in the entire community known as Renegade Mountain and being improved property attached hereto as Exhibit ‘A’ which shows this easement and which is made a part hereof by reference.”⁷ A map attached to the proposed Grant of Easement circled much of Renegade Mountain, including all originally platted areas, including the unimproved “basement lots” near the bottom of the mountain just off of the current main road, Renegade Mountain Parkway.⁸

Problems Fulfilling Original Receivership Plan

a. Issues Raised by Aqua Green

Thereupon, the Receiver formally announced that Aqua Green was its preferred bidder and entered into negotiations and discussions to consummate the sale of the LHWS to Aqua Green, subject to final approval of all closing documents by the Receiver and the payment of the purchase price by Aqua Green at closing. However, issues were immediately raised by Aqua Green concerning proper titling of the LHWS and use rights incidental thereto. In short, the Receiver lacked ownership of all of the LHWS property rights that Aqua Green felt were needed in order for it to take ownership and control over the water system. The announcement of Aqua Green as the preferred bidder and the

⁷ Id., on first page of proposed “Grant of Easement”.

⁸ Id.; map attached to “Grant of Easement”. Subsequent conversations by the Receiver with Mr. Kendall confirm his desire that the conveyance to Aqua Green include the “basement lots” herein referenced.

documentation of the issues and problems raised are contained in two (2) letters exchanged by the Receiver and Aqua Green on August 17, 2016.⁹

b. Institution of Condemnation/Clarification Action in Circuit Court

On November 18, 2016, the Receiver filed a petition with the Cumberland County Circuit Court to condemn and/or clarify property rights on Renegade Mountain such that the LHWS could be rehabilitated and sold.¹⁰ The defendants in that lawsuit, Moy Toy, LLC and Terra Mountain Holdings, LLC [hereinafter “Moy Toy” or “Terra Mountain”], filed motions to dismiss or for a more definite statement in the action¹¹; those motions to dismiss have not yet been heard by the Cumberland County Circuit Court, and the action is ongoing. One of the objections raised by Moy Toy and Terra Mountain was that the Receiver lacked a Certificate of Public Convenience and Necessity [hereinafter a “CCN”] issued by the Commission, and thus lacked the ability to condemn or seek clarification of property rights as a water company under the statute authorizing such by water companies and/or public utilities. Without waiving any rights in the condemnation/clarification civil action, without acceding to Moy Toy’s and Terra Mountain’s argument, and without waiving any position maintained in said action, the Receiver filed a petition applying for a provisional CCN with the Commission on September 12, 2017.¹²

c. The Failed Mediation

⁹ See Exhibit E, attached hereto and incorporated herein by reference. Copies of these letters were provided to this Honorable Court as Exhibit A to the Receiver’s Ninth Report, filed on November 10, 2016.

¹⁰ Cumberland County Circuit Court, Docket No. CC1-2016-CV-6201. See Exhibit B of the Receiver’s Ninth Report, filed with this Honorable Court on November 10, 2016, for a copy of this civil action. See also the Receiver’s Tenth Report, p.3, ¶ 5, filed with this Honorable Court on December 5, 2016.

¹¹ A copy of said Motions to Dismiss are attached hereto as Exhibit F and are incorporated herein by reference.

¹² TPUC Docket No. 17-00098. A copy of said Petition, along with late-filed exhibits filed with the Commission on November 10, 2017, is attached hereto as Exhibit G and is incorporated herein by reference.

As directed by this Honorable Court, the Receiver, the Commission, the Consumer Protection and Advocate Division of the Tennessee Attorney General and Reporter's Office, the Laurel Hills Condominiums Property Owners Association [hereinafter the "LHCPOA"], Moy Toy, LLC [hereinafter "Moy Toy"] and Terra Mountain (by invitation) participated in a global mediation session on February 21, 2017. As previously reported to this Honorable Court, that global mediation session was unsuccessful and the Receiver concluded following that global mediation session that it would be necessary to pursue the condemnation/clarification civil action in order for the Receiver to obtain the property rights and/or have the property right clarified, such that the LHWS's titling issues could be resolved, and the LHWS could be rehabilitated so that the water system could be conveyed and the receivership plan fulfilled.

Need to Modify Receivership Plan

As noted above, Aqua Green has conditioned its bid upon securing easement rights basically over the entirety of Renegade Mountain, to include the originally platted but undeveloped "basement lots" near the bottom of the mountain off of the current main road, Renegade Mountain Parkway. These "basement lots" are not on or near any of the pipes, valves and other waterworks of the LHWS as they are much further down the mountain than the LHWS's furthest extension of the main pipe running down the mountain. And while a subsequent water utility operator could pursue easements in the "basement lots" area (and thus the right that such easements could later be obtained is not abandoned), the Receiver contends that gaining easement rights in the "basement lot" area is not currently germane to the operations of the system. For the Receiver's immediate and foreseeable purposes, there appears to be no compelling need to include the "basement lots" in either the Receiver's CCN petition or Cumberland County Circuit Court condemnation/

clarification petition, other than the desire of Aqua Green to have this area as a part of its Renegade Mountain footprint.

The Receiver was and continues to be unable to sell the LHWS to Aqua Green while the issues discussed above are present. The Receiver has come to realize and appreciate the time, cost and resources that are necessary to fulfill the original Receivership Plan, convey the LHWS to Aqua Green consistent with its bid, and close the receivership estate. In fact, the Receiver, has concluded that accomplishing this task is time-, cost- and resource-prohibitive and not in the best interests of the receivership estate. The Receiver is also mindful that it is not able to sustain itself financially as it maintains and pursues the condemnation/clarification petition in Cumberland County Circuit Court, and that it is dependent on the Commission for the estate's funding while pursuing this civil action.

Given these issues and constraints, the Receiver believes it necessary to file this, its First Modified Receivership Plan. Contemporaneous with the filing of this First Modified Receivership Plan, the Receiver has notified Aqua Green that its bid cannot and will not be accepted, and that it is no longer the preferred bidder of the LHWS.

First Modified Receivership Plan

With this background, the limitations discussed above, and the inability to fulfill the original Receivership Plan as described herein, here follows the Receiver's First Modified Receivership Plan for the Laurel Hills Water System in Receivership.

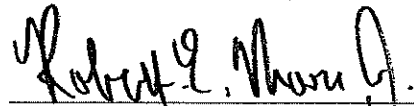
1. The Receiver will continue to work to clear title to the LHWS, principally by pursuing the current condemnation/clarification civil action in the Cumberland County Circuit Court for so long as the Commission is able and willing to fund such civil action, but also through settlement discussions with persons claiming property interests of concern to the Receiver. This will include amending the

- condemnation/clarification petition consistent with this modified Receivership Plan by narrowing the property interests requiring condemnation/clarification:
2. Once such property interests are secured/clarified, a viable buyer of the LHWS will be sought. If a viable buyer expresses interest in the LHWS, the Receiver will report back to this Honorable Court with a plan to sell the LHWS to such viable buyer and close the receivership estate;
 3. Should a viable buyer not be identified, or if the Commission informs the Receiver that it will no longer continue funding the condemnation/clarification civil action, the Receiver will report back to this Honorable Court with a plan to close the receivership estate and turn the LHWS back over to the Court for the appointment of a special master to operate the LHWS.

DATED: November 21, 2017.

Respectfully Submitted,

Laurel Hills Water System in Receivership



By: Robert E. Moore, Jr. (BPR#013600)

Chief Operations Officer

Receivership Management, Inc.

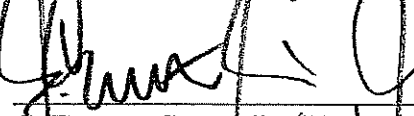
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*Court-appointed Receiver for
Laurel Hills Water System*



G. Everett Sinor, Jr. (BPR#017564)

Attorney at Law

Counsel for Receivership Management, Inc.

3504 Robin Road

Nashville, Tennessee 37204

615-969-9027 (Phone)

Everett.Sinor@gmail.com (Email)

11/27/17 by permission granted on 11/9/17.

Certificate of Service

The undersigned hereby certifies that a true and correct copy of the foregoing motion has been served upon the parties hereto and the other persons listed below, at:

Aaron Conklin, Esq.
Staff Attorney
Tennessee Regulatory Authority
502 Deaderick Street, Fourth Floor
Nashville, Tennessee 37243

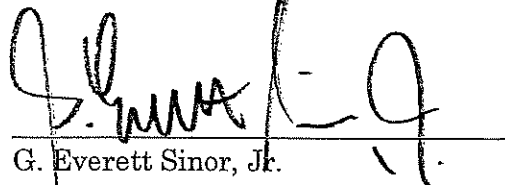
James L. Gass, Esq.
Ogle, Gass & Richardson
Counsel for Laurel Hills Condominiums
Property Owners Association
103 Bruce Street
Sevierville, Tennessee 37862

Vance Broemel, Esq.
Daniel P. Whittaker, III, Esq.
Consumer Advocate and Protection Division
Tennessee Attorney General and Reporter
Post Office Box 20207
Nashville, Tennessee 37202

Roger York, Esq.
York & Bilbrey
456 North Main Street, Suite 201
Crossville, Tennessee 38555

Scott D. Hall, Esq.
Counsel for Moy Toy, LLC
374 Forks of the River Parkway
Sevierville, TN 37862

via the United States Mails, postage prepaid, this 21st day of November, 2017.


G. Everett Sinor, Jr.

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE (the “Global Settlement Agreement”) is made and entered into this the ____ day of _____, 2019 (the “Effective Date”).

A. PARTIES TO THE AGREEMENT (COLLECTIVELY, THE “PARTIES”)

- A.1. Consumer Advocate Unit of the Financial Division of the Office of the Tennessee Attorney General (“Consumer Advocate”);
- A.2. Crab Orchard Utility District (“COUD”);
- A.3. Laurel Hills Condominiums Property Owners Association (“Laurel Hills”), a Tennessee nonprofit corporation;
- A.4. Laurel Hills Water System, in Receivership through its court-appointed receiver, Receivership Management, Inc. (“RMI”) (a Tennessee corporation) (reference to Laurel Hills Water System, in Receivership, will be referred to herein as “LHWS”);
- A.5. Michael C. Buford (“Mr. Buford”);
- A.6. Moy Toy, LLC (“Moy Toy”), a Tennessee limited liability company; and,
- A.7. Tennessee Public Utility Commission (formerly known as the Tennessee Regulatory Authority) (“TPUC”);

**B. CASES AND MATTERS ADDRESSED BY AGREEMENT
(COLLECTIVELY, THE “LITIGATION MATTERS”)**

- B.1. *In re: Petition of Laurel Hills Condominiums Property Owners Association for a Certificate of Public Convenience and Necessity*, TPUC Docket No. 12-00030;
- B.2. *In re: Show Cause Proceeding Against Laurel Hills Condominiums Property Owners Association for Alleged Violations of Tenn. Code Ann. §§ 65-4-201, 65-4-301(a), 65-5-102, 65-4-101, and/or 65-4-103 and 65-4-115*, TPUC Docket No. 12-00077;
- B.3. *Tennessee Public Utility Commission v. Laurel Hills Condominium Property Owners Association / Moy Toy, LLC, Intervening Party*, Cumberland County Chancery Court Case No. 2012-CH-560;
- B.4. *In re: Show Cause Proceeding Against Moy Toy, LLC for Violations of Statutes and Rules Regulating Water Utilities*, TPUC Docket No. 15-00118;



B.5. *Laurel Hills Water System, in Receivership, by and through its Court-Appointed Receiver, Receivership Management, Inc. v. Moy Toy, LLC and Terra Mountain Holdings, LLC, Cumberland County Circuit Court Case No. CC1-2016-CV-6201*

B.6. *In re: Petition of Receivership Management, Inc., Solely in Its Capacity As Receiver of Laurel Hills Water System In Receivership for a Provisional Certificate of Public Convenience and Necessity, TPUC Docket No. 17-00098.*

C. RECITALS

WHEREAS, Laurel Hills and TPUC have been engaged in a number of litigation matters concerning the operation of the Laurel Hills Water System (also referred to as the Renegade Mountain Water System in the litigation) prior to the appointment of the Receiver of the water system;

WHEREAS, Laurel Hills and TPUC entered into a Settlement Agreement, dated July 27, 2015 and a First Addendum to the Settlement Agreement, dated August 2015, (collectively, the “Original Settlement Agreement”) which established conditional terms whereby TPUC Dockets No. 12-00030, 12-00077, and 15-00118 and Cumberland County Chancery Court Case No. 2012-CH-560 would be dismissed;

WHEREAS, as a result of the Original Settlement Agreement, the Cumberland County Chancery Court appointed Receivership Management, Inc. as Receiver of the Laurel Hills Water System;

WHEREAS, disputes arose between Laurel Hills and TPUC concerning whether Laurel Hills had complied with its duty to convey or to facilitate conveyance of its property rights of the water system to LHWS and/or whether TPUC had complied with its duty to dismiss cases upon receipt of certain conveyance documents, resulting in additional Petitions and Motions being filed in the Cumberland County Chancery Court case, and additional matters including a condemnation case in Cumberland County Circuit Court, and a provisional CCN matter filed with TPUC; and

WHEREAS, the Parties, who are either party to at least one of the Litigation Matters or have an interest in property or matters related to at least one of the Litigation Matters, recognize that bona fide disputes and controversies exist as to the claims raised in the pleadings in each of

the Litigation Matters and desire to resolve each and every aspect of such disputes and controversies of all of the Litigation Matters in order to avoid risk and cost of further litigation;

IT IS THEREFORE AGREED AS FOLLOWS:

D. CONDITIONS PRECEDENT TO GLOBAL SETTLEMENT

In executing this Global Settlement Agreement, the Parties agree that this Global Settlement Agreement is conditioned upon the following, the non-occurrence of any of which will result in this Global Settlement Agreement being null and void:

D.1. Provision by COUD of an estimate of costs, acceptable to TPUC, of rehabilitation of the LHWS;

D.2. Approval of TPUC funding to COUD's LHWS rehabilitation costs provided in settlement of litigation in appropriate TPUC docket proceeding;

D.3. A commitment for a Title Insurance Policy, subject to exceptions reasonably acceptable to COUD, with a policy limit of \$100,000.00, insuring title to the Water Tower Parcel (as defined in Paragraph E.3.(b) herein) in COUD, subject to all matters of record, shall be ordered and purchased through a reputable title company to be selected by Moy Toy with the consent of COUD. Costs of the title policy, including the cost of any title search required to issue the title policy, shall be paid by Moy Toy up to, but not exceeding a total cost of \$1,000.00. Any costs in excess of \$1,000.00 shall be borne by COUD.

D.4. Entry of a court order from the Chancery Court of Cumberland County in Case No. 2012-CH-560, approving entry into this Global Settlement Agreement by LWHS, in Receivership (by RMI, its court appointed receiver), and approving all actions required by LWHS, in Receivership (by RMI, its court-appointed receiver), set forth in the Global Settlement Agreement.

D.5. Entry of an order by TPUC approving entry into this Global Settlement Agreement by TPUC as a Party.

D.6. Provision of a dated, written notice to Atlantic Coast Conservancy, Inc. ("ACC") by Mr. Buford, pursuant to Paragraph 8.1.E. of the Deed of Conservation Easement of record in Book 1422, page 1806 in the Cumberland County Register of Deeds Office for Cumberland County, Tennessee, of request to exercise the Acceptable Development Area – Sanitary Sewer/Water Line easement conveyance; and, either the written approval of ACC of Mr.

Buford's request or the failure of ACC to respond within thirty (30) days of the date of Mr. Buford's written notice to ACC, pursuant to Paragraph 12 of the same Deed of Conservation Easement of record as noted.

D.7. Execution by Michael McClung, Phillip Guettler and Darren Guettler of an agreement releasing COUD from any and all causes of action relating to the covenants and agreements relative to the LHWS.

E. SETTLEMENT TERMS

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, together with the promises, agreements, releases, obligations, representations and any and all other undertakings included in this Global Settlement Agreement, the Parties agree to the following terms:

E.1. The LHWS, including all of its assets and property, whether real, personal, tangible, intangible, and all accounts, receivables, contracts and rights, shall be conveyed to COUD and shall become a permanent part of the water system operated, maintained and controlled by COUD.

E.2. In order to facilitate a smooth transition of ownership of the LHWS, LHWS, through its court-appointed receiver RMI, shall make all records related to operations of the water utility available to COUD on the Effective Date. Records shall include, but are not limited to, current customer list with contact information, accounting records, maps and schematics of the LHWS, and any and all records necessary for the efficient management of the LHWS. If any Party discovers any records related to operations of the LHWS in its possession, then all such records shall be made available to COUD as soon as possible after discovery.

E.3. The parties agree to execute the following documents conveying the assets and property of LHWS to COUD to facilitate settlement:

a. Laurel Hills and LHWS, through its court-appointed receiver RMI, shall execute an Assignment and Bill of Sale of Assets ("Bill of Sale"). Said Bill of Sale shall transfer assets of the LHWS to COUD. The Bill of Sale attached as Exhibit 1 is approved by the Parties to comply with this provision and is incorporated herein by reference.

b. Moy Toy and LHWS, through its court-appointed Receiver RMI, shall execute a Quitclaim Deed ("Water Tower Deed"), conveying the property known as the

“Water Tower Parcel” (Map 141 (Parcel 056.01, Cumberland County, Tennessee) (hereinafter, the “Water Tower Parcel”), to COUD. The Water Tower Deed shall contain only the following restrictions and/or understandings:

1. The Property shall be used for water utility purposes only. If COUD, and/or its successors and assigns, ceases to use the Property for water utility purposes with no plan or intent to resume, then the Property shall revert to Moy Toy and/or its successors and assigns. However, said reversion is subject to approval of the Tennessee Public Utility Commission or other appropriate regulatory agency, with such approval not to be unreasonably withheld upon a showing of the ability of water utility provider to operate the water utility without need of the Property. This provision is the only reversionary interest retained by Moy Toy or its successors and assigns.

2. COUD and/or its successors and assigns shall maintain the Property, keeping any grass regularly mowed and landscaping trimmed and neat.

3. No building or structure unrelated to utility purposes or not required for the support and maintenance of the water tower located on the Property or its replacement shall be permitted.

4. No chain link or barbed wire fencing shall be permitted on the Property, subject to any applicable law.

5. The water tower now located on the Property and any replacement thereof and any buildings or structures related to the support and maintenance of the water tower or its replacement shall be regularly maintained by the COUD and/or its successors and assigns. If COUD and/or its successors and assigns has the water tower repainted or constructs utility buildings or structures, then they shall be painted colors that are neutral and in harmony with other structures in the Renegade Mountain development. Repainting shall be done in coordination with Moy Toy or its successors and assigns so as to allow for the installation, preservation or repainting of signage on the water tower as set out below.

6. Moy Toy and/or its successors and assigns shall have reasonable access to the water tower to place thereon the moniker “Renegade Mountain”, or any successor name of the Renegade Mountain development, in an appropriate color and consistent in appearance with other advertising for the Renegade Mountain development. Said access is however limited such that efforts by Moy Toy and/or its successors and assigns do not unreasonably interfere with COUD’s, and/or its successors’ and assigns’, operation of the water utility service.

7. If Moy Toy and/or its successors and assigns paints a moniker of “Renegade Mountain” on the water tower, then Moy Toy and/or its successors

and assigns, will have the right to place and maintain lighting on the ground level of the Property to illuminate the water tower so long as such placement and maintenance does not unreasonably interfere with COUD's, and/or its successors' and assigns', operation of the water utility system, and Moy Toy and/or its successors and assigns shall be responsible for any and all matters regarding the proper and lawful placement, operation and maintenance of said lighting and all liability associated in relation thereto, including any and all claims of damage/nuisance by any adjoining land owner.

The Water Tower Deed shall include language in which Moy Toy shall release all other restrictions placed on the Water Tower Parcel in the deed of record in Book 1470, Pages 2178-2182, Cumberland County Register of Deeds Office. The Water Tower Deed attached hereto as Exhibit 2 is approved by the Parties to comply with this provision and is incorporated herein by reference.

E.4. Moy Toy shall execute a Release of the Deed of Trust, Assignment of Rents and Leases and Security Agreement executed by Laurel Hills and recorded in Book 1404, page 259 in the Register's Office for Cumberland County, Tennessee ("DOT Release"). Said DOT Release shall also reference the Warranty Deed (In Lieu of Foreclosure) of record in Book 1427, page 58 for clarity purposes. The DOT Release attached hereto as Exhibit 3 is approved by the Parties to comply with this provision and is incorporated herein by reference.

E.5. The Parties shall act in good faith to satisfy the requirements of the title commitment obtained in Paragraph D.3. herein to the end that an owner's title insurance policy shall be issued from the commitment.

E.6. The Parties agree that as part of the transfer of ownership of the LHWS to COUD, COUD will install a new water supply line beginning at Highway US 70, along Renegade Mountain Parkway and then running along the "old access road" which connects Renegade Mountain Parkway with Running Deer Lane, as said route is described in Paragraph 8.1.E of the Deed of Conservation Easement of record in Book 1422, page 1806 in the Register's Office for Cumberland County, Tennessee (hereinafter the "New Water Supply Line"). With regard to the New Water Supply Line, the Parties agree to execute easements as follows:

a. Moy Toy shall grant COUD a forty foot temporary construction easement and a forty foot permanent utility easement along or upon Renegade Mountain Parkway, including bridges thereon, from Highway US 70 to the "old access road".

b. Moy Toy shall grant COUD a forty foot temporary construction easement and forty foot permanent utility easement along the "old access road" as it crosses property owned by Moy Toy, identified as Parcel Number 142 031.05. Said easement shall contain language which allows COUD to assign a shared easement interest, to the extent necessary, to such utility providing electric service ancillary to the New Water Supply Line.

The New Water Supply Line Easement Documents, collectively attached hereto as Exhibit 4, are approved by the Parties to comply with this provision and are incorporated herein by reference. In addition to the easements described above and attached hereto, the Parties agree to execute easements not contemplated by this agreement, but that may be determined to be necessary to the installation and/or operation of the New Water Supply Line, said easements being consistent with the requirements of the Deed of Conservation Easement described hereinabove.

E.7. With regard to the existing facilities of the LHWS, the Parties agree to execute easements as follows:

a. Moy Toy shall grant COUD an ingress/egress access easement to Renegade Mountain Parkway, a private road, and all bridges thereon, to ensure COUD has an access route available for the operation, maintenance and repair of the LHWS.

b. Moy Toy shall grant COUD a fifteen foot permanent utility easement within the Renegade Mountain Parkway right-of-way wherein water utility pipes are currently located and within the platted roads in Renegade Resort wherein water utility pipes are currently located. In addition, Moy Toy shall grant COUD a thirty foot temporary construction easement and a fifteen foot permanent utility easement within certain of the platted roads in Renegade Resort wherein water utility pipes are not currently installed.

c. Moy Toy shall grant COUD a fifteen foot permanent utility easement within the unplatted roads in Renegade Resort wherein water utility pipes are currently located, namely a section of Running Deer Lane found in Parcel Number 142 031.05 extending from the platted area to Sports Park Drive.

d. Moy Toy shall grant COUD a fifteen foot permanent utility easement wherein the existing water supply line is currently located on Parcel Number 141 056.00. This utility easement shall be subject to the agreement to release in Paragraph E.9. herein.

e. LHWS, through its court-appointed receiver RMI, shall assign to COUD the Easement Agreement it received from James A. and Elizabeth L. Kemmer recorded at Book 1489, page 597-599 (Cumberland County Register of Deeds Office). This utility easement shall be subject to the agreement to release in Paragraph E.9. herein.

f. LHWS, through its court-appointed receiver RMI, shall release the Easement Agreement it received from COUD recorded at Book 1490, pages 1975-1976 (Cumberland County Register of Deeds Office).

The Existing Water Utility Pipes Easement Documents, collectively attached hereto as Exhibit 5, are approved by the Parties to comply with this provision and subparts and are incorporated herein by reference.

E.8. Mr. Buford shall execute a document granting COUD an easement concerning the New Water Supply Line and the Existing Water Supply Line. Said document shall grant a forty foot permanent utility easement along or upon the “old access road” as it crosses properties owned by Mr. Buford, identified as Parcel Numbers 142 031.02 and 142 031.06 and as further described as the “Acceptable Development Area – Sanitary Sewer/Water Line” in that certain Deed of Conservation Easement of record in Deed Book 1422, Page 1806 in the Register’s Office for Cumberland County, Tennessee (“Conservation Easement”). COUD may assign a shared interest in said permanent easement, to the extent necessary, to such utility providing electric service ancillary to the New Water Supply Line.

The document shall also grant a thirty foot temporary easement to COUD wherein the existing water supply line is located on the Effective Date of this Global Settlement Agreement on Parcel Number 142 031.06 and further described as “Acceptable Development Area – Existing Waterline” in the Conservation Easement. Said temporary easement shall terminate automatically upon the completion and use of the New Water Supply Line without further documentation necessary.

The easement shall be subject to the terms and conditions of the Conservation Easement and require work to be performed pursuant to the utility easement to be compliant with the Conservation Easement. The Buford Properties Easement, attached hereto as Exhibit 6, is approved by the Parties to comply with this provision and is incorporated herein by reference.

E.9. Upon completion of the installation of the New Water Supply Line, the Parties agree that the existing water supply line shall be disconnected from the LHWS and the

easements granted to COUD in Paragraphs E.7.(d)-(e), shall be released. The Easement Release, attached hereto as Exhibit 7, is approved by the Parties to comply with this provision and is incorporated herein by reference. COUD shall also execute a document abandoning the pipeline which constitutes the existing water supply line as property of COUD, which will allow the owners of the real property described in Paragraph E.7.(d) and Paragraph E.8. to dismantle and/or remove the pipe from their respective property. The Abandonment of Pipeline, attached hereto as Exhibit 8, is approved by the Parties to comply with this provision and is incorporated herein by reference.

E.10. LHWS, through its court-appointed receiver RMI, shall assign to COUD the Grant of Water Line Easement it received from Eagles Nest, LLC recorded at Book 1470, Page 553-559 (Cumberland County Register of Deeds Office). The Eagles Nest Easement Assignment, attached hereto as Exhibit 9, is approved by the Parties to comply with this provision and is incorporated herein by reference.

E.11. Moy Toy, Laurel Hills and LHWS, through its court-appointed receiver, RMI, shall execute an Agreement that operates to revoke, cancel or otherwise rescind or nullify the "Irrevocable License Agreement for Existing Utility Purposes" dated February 3, 2016 (recorded at Book 1471, Page 456-465 Cumberland County Register of Deeds Office). In addition, Moy Toy and Laurel Hills shall execute an Agreement that operates to revoke the "Non-Exclusive Revocable Licensure Agreement for Utility Purposes" dated May 1, 2011, which was not recorded. The two Agreements nullifying the license agreements for utility purposes, collectively attached as Exhibit 10, are approved by the Parties to comply with this provision and are incorporated herein by reference.

E.12. The Parties have undertaken diligent efforts to identify each and every right, title and interest to the LHWS system, its property, assets and nonpossessory interests (i.e., easements) that are necessary for the operation of this Global Settlement Agreement. All such documents conveying such right, title and interest are incorporated into this Global Settlement Agreement and are attached as Exhibits as identified herein. However, should COUD discover a deficiency in any ownership interest of the LHWS and/or any easement conveyance due to mistake, oversight, or other reason, the Parties agree to act in good faith to correct any such deficiency to ensure that COUD possesses all right, title and interest to the LHWS, its property, assets and nonpossessory interests as intended by this Global Settlement Agreement.

F. RESOLUTION OF LITIGATION MATTERS

In consideration of the condition precedent completion of the settlement terms delineated in Section D of this Global Settlement Agreement, the Parties Agree that the Litigation Matters shall be resolved, as follows:

F.1. The Parties shall enter an Agreed Order closing TPUC Docket No. 12-00030, subject to Paragraph F.9. below.

F.2. With regard to the Show Cause Petition pending against Laurel Hills in TPUC Docket No. 12-00077, the Parties shall enter an Agreed Order dismissing the proceeding with prejudice and closing the docket, subject to Paragraph F.9. below.

F.3. In Cumberland County Chancery Court Case No. 2012-CH-560, the Parties shall enter an Agreed Order of Settlement and Compromise, resolving all Petitions, Complaints and Motions pending in the case, said Agreed Order making provisions (1) for the discharging of RMI as Receiver of LHWS, in Receivership, (2) the closing of the LHWS Receivership, and (3) payment of all outstanding fees and expenses incurred by or on behalf of the Receiver, subject to Paragraph F.9. below.

F.4. With regard to the Show Cause Petition pending against Moy Toy in TPUC Docket No. 15-00118, the Parties shall enter an Agreed Order dismissing the proceeding with prejudice and closing the docket, subject to Paragraph F.9. below.

F.5. In Cumberland County Circuit Court Case No. CC1-2016-CV-6201, the Parties shall enter an Agreed Order dismissing the Complaint with prejudice, said dismissal order stating that the parties reached a settlement and not allowing any party's attorney's fees, disbursements or expenses, statutory or otherwise, (e.g., pursuant to Tenn. Code Ann § 29-17-106), to be taxed against any other party in that case, subject to Paragraph F.9. below.

F.6. With regard to the Petition in TPUC Docket No. 17-00098, the Parties shall enter an Agreed Order dismissing the Petition and closing the docket, subject to Paragraph F.9. below.

F.7. Each of the Agreed Orders referenced in Paragraphs F.1.-F.6. shall include language indicating that each party shall be responsible for its own discretionary costs and attorney's fees.

F.8. To the extent any of the cases referenced in Paragraphs F.1.-F.6. have unpaid court costs that are not otherwise allocated to a specific party, such costs shall be assessed as follows:

a. No court costs will be assessed in TPUC Docket Nos. 12-00030, 12-00077, 15-00118 or 17-00098.

b. In Cumberland County Circuit Court Case No. CC1-2016-CV-6201, court costs shall be taxed to LHWS, in Receivership. Said costs will be included in fees and expenses submitted for approval to the Chancery Court for Cumberland County, Tennessee to which Laurel Hills and/or Moy Toy shall not submit objection.

c. In Cumberland County Chancery Court Case No. 2012-CH-560, the outstanding fees and expenses of the Receiver, including those amounts noted in subsection b. above, shall be approved in the same manner as previous monthly submissions and shall be taxed to TPUC as previous such fees and expenses of the Receiver have been, to which Laurel Hills and/or Moy Toy shall not submit objection. All other unpaid court costs that are not otherwise allocated to a specific party shall be assessed to Laurel Hills and Moy Toy up to an amount not to exceed \$1,500.00. Any court costs remaining after the maximum payment by Laurel Hills and Moy Toy shall be assessed to TPUC.

F.9. As for the timing of the dismissal orders of the above described matters, it is understood and agreed by the Parties that it is incumbent that the order referenced in Paragraph F.3. above must become a final non-appealable order before the orders sought under the other provisions of Paragraph F become “with prejudice” and/or the relevant cases are “closed.” Orders in any of the Cumberland Circuit Court case or TPUC docketed cases may be sought and entered prior to the order referenced in Paragraph F.3. becoming final and non-appealable, indicating a dismissal without prejudice which becomes a dismissal with prejudice automatically upon the Agreed Order in the Cumberland County Chancery Case referenced in Paragraph F.3. becoming a final, non-appealable order.

G. ANCILLARY LITIGATION NOT RESOLVED BY THIS AGREEMENT

The Parties acknowledge certain litigation, *Gary Haiser, et al. v. Michael McClung, et al.*, Cumberland County Chancery Court Case No. 2011-CH-508, and state that the ownership of

developer's rights and control over certain platted and unplatted areas of Renegade Mountain at issue in said litigation may have some relevance to certain property interests of LHWS. The Parties further acknowledge and state that COUD shall have the right to enter into agreements with any and all of the parties to the *Haiser v. McClung* case for any purposes COUD deems necessary to ensure its rights to legally and properly operate the LHWS.

H. MUTUAL RELEASES

In consideration of the Settlement Terms set forth in Section E herein and the Resolution of Litigation Matters set forth in Section F herein, the Parties voluntarily and knowingly execute this mutual release with the express intention of effecting the extinguishment of obligations, as designated in this release.

Except as to the breach of this Agreement, each of the undersigned Parties, with the intention of binding its heirs, executors, administrators, successors, assigns, employees, owners, members, managing members, member managers, partners, managing partners, directors, agents and attorneys of each and every said Party, mutually releases, and discharges each and every Party identified in Section A hereinabove, as well as the heirs, executors, administrators, successors, assigns, employees, owners, members, managing members, member managers, partners, managing partners, directors, agents and attorneys of each of the Parties, from all claims, demands, actions, interests, judgments, and executions which each and every undersigned Party ever had, or now has, or may have, or which the undersigned Party's heirs, executors, administrators, successors, assigns, employees, owners, members, managing members, member managers, partners, managing partners, directors, agents or attorneys may have, or claim to have, against each and every Party identified in Section A hereinabove, as well as the heirs, executors, administrators, successors, assigns, employees, owners, members, managing members, member managers, partners, managing partners, directors, agents and attorneys of each and every said Party created by, arising out of, relating to or in response to the matters described in detail in pleadings filed in the Litigation Matters set forth in Section B herein. For purposes of this Mutual Release provision, RMI, a Tennessee corporation (and its heirs, executors, administrators, successors, assigns, employees, owners, directors, agents and attorneys) is to be considered, and is, a Party which releases and is released from all matters set forth herein in addition to its capacity as court-appointed receiver for the LHWS.

I. REPRESENTATIONS AND WARRANTIES

By executing this Global Settlement Agreement, each of the Parties expressly warrants and represents as follows:

I.1. It is legally competent to execute this Global Settlement Agreement and all Exhibits or other documents contemplated herein.

I.2. It has not conveyed, assigned or encumbered, either fully or partially, any of the claims, demands, actions, interests, judgments and executions it releases in Section H above, nor have there been any involuntary conveyance, assignment or encumbrance of said claims, demands, actions, interests, judgments, and/or executions.

I.3. It has obtained any and all approvals of this Global Settlement Agreement from its relevant governing authority and the signatory executing this document on behalf of the Party possesses proper legal authority to bind the Party.

I.4. It has had the benefit of professional advice of attorney(s) of its own choosing, and had discussed the terms of this Global Settlement Agreement with said attorney(s).

I.5. No promise or representation of any kind has been made, either expressly or implied, except that which is expressly stated in this Global Settlement Agreement.

I.6. It is relying on its own professional and legal advice with regard to any legal or tax consequences of this Global Settlement Agreement.

I.7. It has read and understands the terms of this Global Settlement Agreement and is executing this Global Settlement Agreement freely, voluntarily and believes entry of the Global Settlement Agreement is in its best interest.

J. SEVERABILITY

The Parties agree that a determination that the application of any provision of this Global Settlement Agreement to any party, person, or circumstance is unenforceable, invalid, or illegal shall not affect the enforceability, validity, or legality of such provision as it may apply to other persons or circumstances.

K. JOINT DRAFTING

The Parties agree that this Global Settlement Agreement has been drafted with all Parties participating and/or having the opportunity to participate. Therefore, the Parties agree that construction of the language of the Agreement will not be against or in favor of any party.

L. ENFORCEMENT

The Parties agree that any enforcement of this Global Settlement Agreement shall be within the jurisdiction and authority of the Cumberland County Chancery Court. The Parties further agree and acknowledge that they shall have available to them all remedies available at law and equity to enforce the terms of this Global Settlement Agreement, including, but not limited to, the contempt powers of the courts. Any Party may seek enforcement of this Global Settlement Agreement as described in this Paragraph. The prevailing party in any such proceeding shall be entitled to the Court's order for payment of attorney's fees, costs and expenses.

M. COUNTERPARTS

This Global Settlement Agreement may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document. Signatures delivered by email in PDF format or facsimile shall be effective, except as to Exhibits that must be recorded.

EXECUTED BY:

CONSUMER ADVOCATE UNIT OF THE FINANCIAL DIVISION OF THE OFFICE OF THE TENNESSEE ATTORNEY GENERAL:

Herbert H. Slatery III (BPR #09077)
Tennessee Attorney General and Reporter
Post Office Box 20207
Nashville, Tennessee 37202

Signature Date

Vance L. Broemel (BPR #011421)
Senior Assistant Attorney General
Office of the Attorney General
Consumer Advocate Unit of the Financial Division

CRAB ORCHARD UTILITY DISTRICT:

By: _____
Printed Name: _____
Title: _____, Board of Crab Orchard Utility District

Signature Date

L. ENFORCEMENT

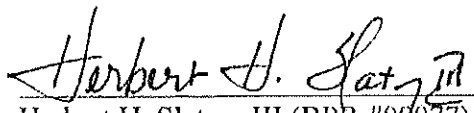
The Parties agree that any enforcement of this Global Settlement Agreement shall be within the jurisdiction and authority of the Cumberland County Chancery Court. The Parties further agree and acknowledge that they shall have available to them all remedies available at law and equity to enforce the terms of this Global Settlement Agreement, including, but not limited to, the contempt powers of the courts. Any Party may seek enforcement of this Global Settlement Agreement as described in this Paragraph. The prevailing party in any such proceeding shall be entitled to the Court's order for payment of attorney's fees, costs and expenses.

M. COUNTERPARTS

This Global Settlement Agreement may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document. Signatures delivered by email in PDF format or facsimile shall be effective, except as to Exhibits that must be recorded.

EXECUTED BY:

CONSUMER ADVOCATE UNIT OF THE FINANCIAL DIVISION OF THE OFFICE OF THE TENNESSEE ATTORNEY GENERAL:



Herbert H. Slatery III (BPR #09077)
Tennessee Attorney General and Reporter
Post Office Box 20207
Nashville, Tennessee 37202

4/9/2019

Signature Date

Vance L. Broemel (BPR #011421)
Senior Assistant Attorney General
Office of the Attorney General
Consumer Advocate Unit of the Financial Division

CRAB ORCHARD UTILITY DISTRICT:

By: _____
Printed Name: _____ Signature Date _____
Title: _____, Board of Crab Orchard Utility District

L. ENFORCEMENT

The Parties agree that any enforcement of this Global Settlement Agreement shall be within the jurisdiction and authority of the Cumberland County Chancery Court. The Parties further agree and acknowledge that they shall have available to them all remedies available at law and equity to enforce the terms of this Global Settlement Agreement, including, but not limited to, the contempt powers of the courts. Any Party may seek enforcement of this Global Settlement Agreement as described in this Paragraph. The prevailing party in any such proceeding shall be entitled to the Court's order for payment of attorney's fees, costs and expenses.

M. COUNTERPARTS

This Global Settlement Agreement may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document. Signatures delivered by email in PDF format or facsimile shall be effective, except as to Exhibits that must be recorded.

EXECUTED BY:

CONSUMER ADVOCATE UNIT OF THE FINANCIAL DIVISION OF THE OFFICE OF THE TENNESSEE ATTORNEY GENERAL:

Herbert H. Slatery III (BPR #09077)
Tennessee Attorney General and Reporter
Post Office Box 20207
Nashville, Tennessee 37202

Signature Date

Vance L. Broemel (BPR #011421)
Senior Assistant Attorney General
Office of the Attorney General
Consumer Advocate Unit of the Financial Division

CRAB ORCHARD UTILITY DISTRICT:

By: James P. Smith, Jr
Printed Name: James P. Smith, Jr
Title: President, Board of Crab Orchard Utility District

4-9-2019

Signature Date

LAUREL HILLS CONDOMINIUMS PROPERTY OWNERS ASSOCIATION:

By: [Signature]
Printed Name: Michael, Nispling
Title: PRESIDENT / DIRECTOR

March 11, 2011
Signature Date

MICHAEL C. BUFORD:

By: _____
Michael C. Buford

Signature Date

MOY TOY, LLC

By: **RENEGADE FLORIDA LTD., a Florida limited partnership, Managing Member**

Signature Date

By: **RENEGADE FLORIDA MANAGEMENT, LLC, a Florida limited liability company, General Partner**

By: _____
Phillip G. Guettler, Managing Member

LAUREL HILLS WATER SYSTEM, IN RECEIVERSHIP by and through its court appointed receiver, Receivership Management, Inc. (also known as the Renegade Mountain Water System):

By: _____
Printed Name: _____
Title: _____

Signature Date

LAUREL HILLS CONDOMINIUMS PROPERTY OWNERS ASSOCIATION:

By: _____
Printed Name: _____
Title: _____

Signature Date

MICHAEL C. BUFORD:

By: Michael C Buford
Michael C. Buford

5-14-19
Signature Date

MOY TOY, LLC

By: **RENEGADE FLORIDA LTD., a Florida limited partnership, Managing Member** _____
Signature Date

By: **RENEGADE FLORIDA MANAGEMENT, LLC, a Florida limited liability company, General Partner**

By: _____
Phillip G. Guettler, Managing Member

LAUREL HILLS WATER SYSTEM, IN RECEIVERSHIP by and through its court appointed receiver, Receivership Management, Inc. (also known as the Renegade Mountain Water System):

By: _____
Printed Name: _____
Title: _____

Signature Date

LAUREL HILLS CONDOMINIUMS PROPERTY OWNERS ASSOCIATION:

By: _____
Printed Name: _____ Signature Date _____
Title: _____

MICHAEL C. BUFORD:

By: _____
Michael C. Buford Signature Date _____

MOY TOY, LLC

By: **RENEGADE FLORIDA LTD., a Florida limited** _____
partnership, Managing Member Signature Date 3/11/2019

By: **RENEGADE FLORIDA MANAGEMENT, LLC, a**
Florida limited liability company, General
Partner

By: _____
Phillip G. Guettler, Managing Member

LAUREL HILLS WATER SYSTEM, IN RECEIVERSHIP by and through its court appointed receiver, Receivership Management, Inc. (also known as the Renegade Mountain Water System):

By: _____
Printed Name: _____ Signature Date _____
Title: _____

RECEIVERSHIP MANAGEMENT, INC.
(for purposes of the Releases set forth in Section H above):

By: _____
Printed Name: _____
Title: _____

Signature Date

TENNESSEE PUBLIC UTILITY COMMISSION:

By: Earl Taylor
EARL R. TAYLOR, Executive Director

3/6/2019
Signature Date

EXHIBIT 1

ASSIGNMENT AND BILL OF SALE OF ASSETS

This **ASSIGNMENT AND BILL OF SALE OF ASSETS** is executed on this the _____ day of _____, 2019 (the “Effective Date”), by **LAUREL HILLS CONDOMINIUMS PROPERTY OWNERS ASSOCIATION**, a Tennessee non-profit corporation (hereinafter “**LHCPOA**”) and by **LAUREL HILLS WATER SYSTEM, IN RECEIVERSHIP** (hereinafter “**LAUREL HILLS RECEIVERSHIP**”), by and through its court-appointed receiver, Receivership Management, Inc., a Tennessee corporation (hereinafter “**RMI**”).

WHEREAS, LHCPOA transferred certain assets of the Laurel Hills Water System (“**LHWS**”) to the **LAUREL HILLS RECEIVERSHIP** pursuant to a Settlement Agreement between LHCPOA and the **TENNESSEE PUBLIC UTILITY COMMISSION** (formerly the **TENNESSEE REGULATORY AUTHORITY**) (hereinafter “**TPUC**”), dated July 27, 2015 and approved by TPUC and made effective September 25, 2015 (hereinafter “**Settlement Agreement**”); and,

WHEREAS, the Settlement Agreement includes an Exhibit specifying the assets of LHCPOA to be conveyed to the **LAUREL HILLS RECEIVERSHIP**; and,

WHEREAS, disputes concerning the Settlement Agreement resulted in court filings in pre-existing litigation in Cumberland County Chancery Court Case Number 2012-CH-560 (hereinafter the “**Litigation**”), in which one of the issues concerned the sufficiency of the Assignment and Bill of Sale of Assets executed by LHCPOA on April 5, 2016; and,

WHEREAS, the parties to the Litigation, in addition to other interested parties, have entered into a Settlement Agreement and Mutual Release resolving the Litigation as well as a number of related cases on file in Cumberland County Circuit Court and the Tennessee Public Utility Commission (hereinafter the “**Global Agreement**”);

WHEREAS, the Global Agreement requires execution of a Bill of Sale to clarify the transfer of all assets of the LHWS and/or **LAUREL HILLS RECEIVERSHIP** to **CRAB ORCHARD UTILITY DISTRICT** (hereinafter “**COUD**”); and,

WHEREAS, RMI, as court-appointed receiver of LAUREL HILLS WATER SYSTEM, IN RECEIVERSHIP, has obtained court approval to enter into this Assignment and Bill of Sale of Assets.

NOW, THEREFORE,

1. Transfer from LAUREL HILLS RECEIVERSHIP. For good and valuable consideration in the amount of Ten Dollars (\$10.00), the receipt, adequacy and legal sufficiency of which are acknowledged by this Assignment and Bill of Sale (hereinafter “Bill of Sale”) and as contemplated by Paragraph E.3.(a) of the Global Agreement, LAUREL HILLS RECEIVERSHIP, through RMI, by execution and delivery of this Bill of Sale, sells, transfers, assigns, conveys, quitclaims, grants and delivers to COUD, as of the Effective Date, all of LAUREL HILLS RECEIVERSHIP’S right, title and interest in and to all of the assets that it received through the April 5, 2016 Assignment and Bill of Sale (hereinafter the “4/5/16 Assignment”) and any other property acquired by the LAUREL HILLS RECEIVERSHIP since the 4/5/16 Assignment that are otherwise described on and/or included in Schedule A to this Bill of Sale, which constitute property belonging to the water system formerly operated by LHCPOA on Renegade Mountain, Cumberland County, Tennessee.

2. Transfer from LHCPOA. For good and valuable consideration in the amount of Ten Dollars (\$10.00), the receipt, adequacy and legal sufficiency of which are acknowledged by this Assignment and Bill of Sale and as contemplated by Paragraph E.3.(a) of the Global Agreement. LHCPOA, by execution and delivery of this Bill of Sale, quitclaims to COUD, as of the Effective Date, any and all right, title and interest that LHCPOA may have in and to all of the assets described on Schedule A to this Bill of Sale, which constitute property belonging to the LHWS formerly operated by LHCPOA on Renegade Mountain, Cumberland County, Tennessee.

3. Terms of the Global Agreement. The terms of the Global Agreement, are incorporated into this Bill of Sale by this reference. LAUREL HILLS RECEIVERSHIP and LHCPOA acknowledge and agree that any such representations, warranties, covenants and agreements contained in the Global Agreement are not superseded by this Bill of Sale, but remain in full force and effect to the full extent provided in the Global Agreement. In the event

of any conflict or inconsistency between the terms of the Global Agreement and the terms of this Bill of Sale, the terms of the Global Agreement govern.

4. Governing Law. This Bill of Sale is governed by and construed under the laws of the State of Tennessee without regard to conflicts of laws principles that would require the application of any other law.

IN WITNESS WHEREOF, this Bill of Sale is executed by the undersigned on the day and year first written above.

LAUREL HILLS WATER SYSTEM IN RECEIVERSHIP

By: _____
Receivership Management, Inc.

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to make acknowledgements, personally appeared _____, in his official capacity as _____ of RECEIVERSHIP MANAGEMENT, INC., a Tennessee corporation, the Receiver of the LAUREL HILLS WATER SYSTEM IN RECEIVERSHIP as appointed by Chancellor Ronald Thurman of the Cumberland County Chancery Court, personally known to me or who produced identification as proof of identity to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and Notarial Seal at office this ____ day of _____, 2019.

Notary Public: _____

My commission expires: _____

**LAUREL HILLS CONDOMINIUM
PROPERTY OWNERS ASSOCIATION**

President, Laurel Hills Condominium
Property Owners Association, a Tennessee
non-profit corporation

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to make acknowledgements, personal appeared _____ as President of LAUREL HILLS CONDOMINIUM PROPERTY OWNERS ASSOCIATION, a Tennessee non-profit corporation, personally known to me or who produced identification as proof of identity to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and Notarial Seal at office this ____ day of _____, 2019

Notary Public: _____

My commission expires: _____

SCHEDULE A
Acquired Assets

1. All water transmission lines;
2. All water service lines;
3. All water meters and valves;
4. The pumping station located on Mullinax Drive, Crab Orchard, Tennessee;
5. The water storage tank located on Renegade Mountain (i.e., the water tower) (subject to the conditions set forth in the Settlement Agreement);
6. All other tangible assets used in the Laurel Hills Water System (a/k/a Renegade Mountain Water System);
7. All accounts receivable;
8. All rights under any contracts related to water service;
9. All service rights;
10. All other general intangible rights related to the provision of water service.

EXHIBIT 2

This Instrument Has Been Prepared by:
Aaron J. Conklin
Tennessee Public Utility Commission
502 Deaderick St., 4th Floor
Nashville, TN 37243
(615) 770-6896

QUITCLAIM DEED

THIS INDENTURE made this the ____ day of _____, 2019 between Moy Toy, LLC, a Tennessee limited liability company, (“Moy Toy”) and Laurel Hills Water System, in Receivership, (by and through its Court-appointed Receiver, Receivership Management, Inc., a Tennessee corporation acting solely as Receiver for Laurel Hills Water System) (the “Receiver”) (Moy Toy and the Receiver being hereinafter referred to collectively as “Grantor”), and Crab Orchard Utility District (“Grantee”):

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that said Grantor, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, and for other good and valuable consideration, to it in hand paid by said Grantee, the receipt and sufficiency of which are hereby acknowledged, have released and quitclaimed, and do by these presents release and quitclaim unto Grantee, all interest Grantor has in the real property described in the property description in Exhibit A attached hereto and incorporated herein.

(See Exhibit A for Property Description)

BEING the same property quitclaimed to Laurel Hills Water System, in Receivership, by Quitclaim Deed from Moy Toy, LLC, dated February 3, 2016, and recorded in Book 1470, page 2178, in the Cumberland County Register of Deeds Office.

with all the estate, right, title and interest of Grantor therein, and the hereditaments and appurtenances thereto appertaining, subject to the restrictions, covenants and understandings stated hereinafter stated.

RESTRICTIONS / UNDERSTANDINGS

This quitclaim is made subject to the following restrictions and understandings which shall run with the land and supersede, supplant and replace the restrictions and understandings set forth in the Quitclaim Deed from Moy Toy, LLC to Laurel Hills Water System, in Receivership of record in Book 1470, page 2178 in the Cumberland County Register of Deeds Office:

1. The Property shall be used for water utility purposes only. If COUD, and/or its successors and assigns, ceases to use the Property for water utility purposes with no plan or intent to resume, then the Property shall revert to Moy

Toy and/or its successors and assigns. However, said reversion is subject to approval of the Tennessee Public Utility Commission or other appropriate regulatory agency, with such approval not to be unreasonably withheld upon a showing of the ability of water utility provider to operate the water utility without need of the Property. This provision is the only reversionary interest retained by Moy Toy or its successors and assigns.

2. COUD and/or its successors and assigns shall maintain the Property, keeping any grass regularly mowed and landscaping trimmed and neat.

3. No building or structure unrelated to utility purposes or not required for the support and maintenance of the water tower located on the Property or its replacement shall be permitted.

4. No chain link or barbed wire fencing shall be permitted on the Property, subject to any applicable law.

5. The water tower now located on the Property and any replacement thereof and any buildings or structures related to the support and maintenance of the water tower or its replacement shall be regularly maintained by the COUD and/or its successors and assigns. If COUD and/or its successors and assigns has the water tower repainted or constructs utility buildings or structures, then they shall be painted colors that are neutral and in harmony with other structures in the Renegade Mountain development. Repainting shall be done in coordination with Moy Toy or its successors and assigns so as to allow for the installation, preservation or repainting of signage on the water tower as set out below.

6. Moy Toy and/or its successors and assigns shall have reasonable access to the water tower to place thereon the moniker "Renegade Mountain", or any successor name of the Renegade Mountain development, in an appropriate color and consistent in appearance with other advertising for the Renegade Mountain development. Said access is however limited such that efforts by Moy Toy and/or its successors and assigns do not unreasonably interfere with COUD's, and/or or its successors' and assigns', operation of the water utility service.

7. If Moy Toy and/or its successors and assigns paints a moniker of "Renegade Mountain" on the water tower, then Moy Toy and/or its successors and assigns, will have the right to place and maintain lighting on the ground level of the Property to illuminate the water tower so long as such placement and maintenance does not unreasonably interfere with COUD's, and/or its successors' and assigns', operation of the water utility system, and Moy Toy and/or its successors and assigns shall be responsible for any and all matters regarding the proper and lawful placement, operation and maintenance of said lighting and all liability associated in relation thereto, including any and all claims of damage/nuisance by any adjoining land owner.

IN WITNESS WHEREOF, this instrument has been executed as of the day and year first above written by said Grantor and by Moy Toy.

Laurel Hills Water System, in Receivership
By and Through its Court-appointed Receiver,
Receivership Management, Inc., a Tennessee
corporation acting solely as Receiver for
Laurel Hills Water System

By: _____

Its: _____

STATE OF TENNESSEE
COUNTY OF _____

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared _____, in his official capacity as _____ of Receivership Management Inc., a Tennessee corporation, the Court-appointed Receiver of the Laurel Hills Water System, in Receivership, with whom I am personally acquainted (or proved on the basis of satisfactory evidence to be the person) and who, upon oath, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal at office this ____ day of _____, 2019.

Notary Public: _____

My commission expires: _____

MOY TOY, LLC

**By: RENEGADE FLORIDA LTD., a Florida limited
partnership, Managing Member**

**By: RENEGADE FLORIDA MANAGEMENT, LLC, a
Florida limited liability company, General
Partner**

**By: _____
Phillip G. Guettler, Managing Member**

STATE OF _____
COUNTY OF _____

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Phillip G. Guettler, in his official capacity as managing member of Renegade Florida Management, LLC, a Florida limited liability company that is the General Partner of Renegade Florida, LTD, a Florida limited partnership that is the Managing Member of Moy Toy, LLC, a Tennessee limited liability company, with whom I am personally acquainted (or proved on the basis of satisfactory evidence to be the person) and who, upon oath, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal at office this ____ day of _____, 2019.

Notary Public: _____

My commission expires: _____

The undersigned **Crab Orchard Utility District** accepts and agrees to the restrictions contained herein.

Crab Orchard Utility District

By: _____

Its: _____

STATE OF _____
COUNTY OF _____

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared _____, in his official capacity as _____ of Crab Orchard Utility District, with whom I am personally acquainted (or proved on the basis of satisfactory evidence to be the person) and who, upon oath, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal at office this ____ day of _____, 2019.

Notary Public: _____

My commission expires: _____

Exhibit A
(page 1)

Being a tract of land located in the Fourth District of Cumberland County, Tennessee, and being within the bounds of Renegade Mountain, formerly Cumberland Gardens Resort, formerly Renegade Resorts, being more particularly described as follows:

BEGINNING at the northwest corner of Woodridge Condo Phase 1 as shown in Plat Book 9, at page 185; said point being on the easterly right-of-way line of Renegade Mountain Parkway as shown in PB 2, Pg 90, Revised in PB 9, at Pg 191, at the office of the Register of Deeds, Cumberland County, Tennessee;

Thence northeasterly along said easterly right-of-way line, being a curve to the right, having a radius of 137.18 feet, through a central angle of 63 deg. 19 min. 00 sec., 151.60 feet;

Thence North 68 deg. 51 min. 47 sec. East, 45.17 feet;

Thence South 59 deg. 50 min. 18 sec. East, 62.16 feet;

Thence South 70 deg. 02 min. 32 sec. East, 48.11 feet;

Thence South 34 deg. 36 min. 48 sec. West, 129.83 feet;

Thence North 43 deg. 05 min. 21 sec. West, 57.01 feet;

Thence South 74 deg. 10 min. 36 sec. West, 103.96 feet to the point of Beginning of the herein described Water Tank Site Tract (containing 0.43 acres, more or less).

Exhibit A
(page 2)

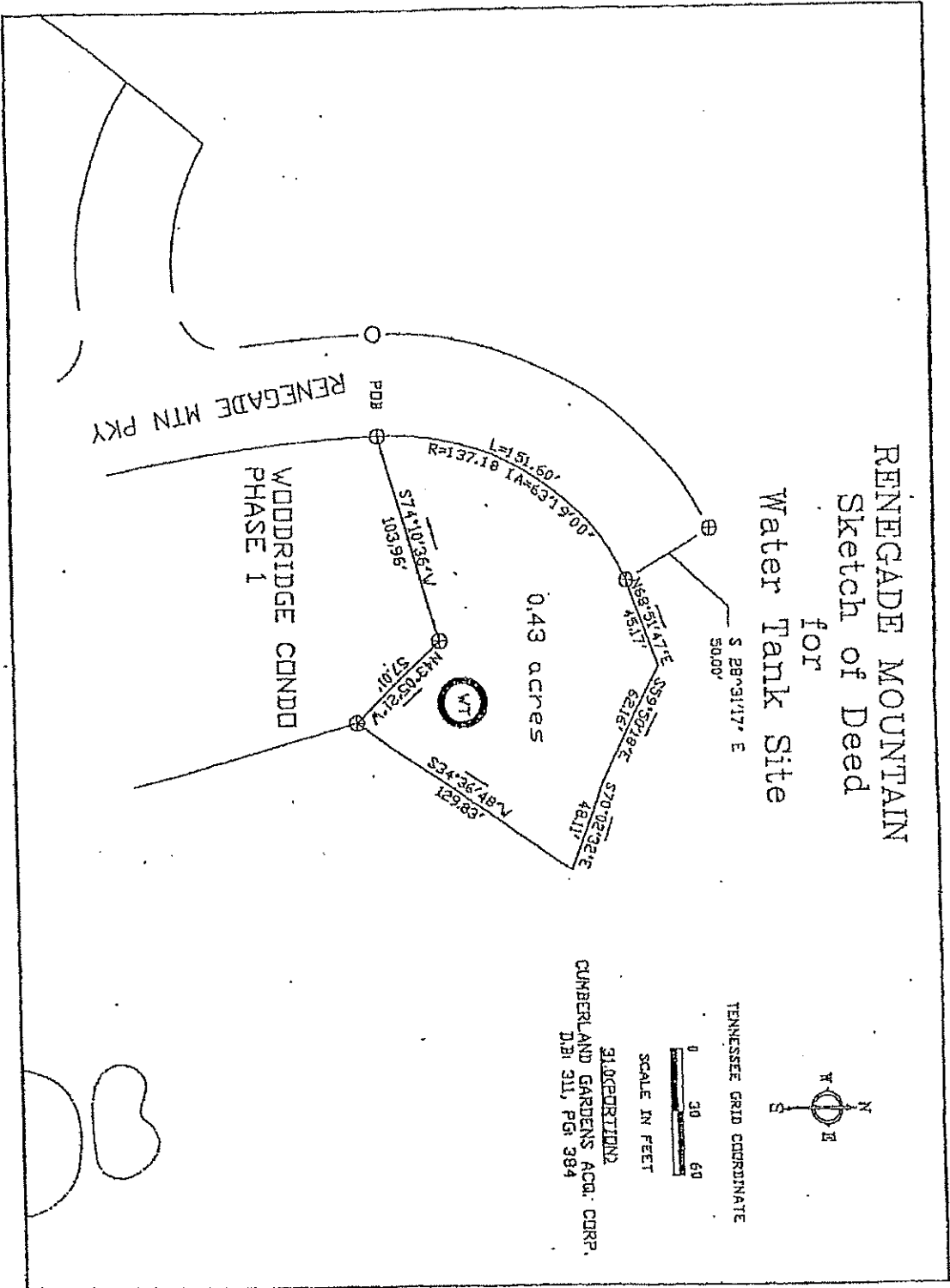


EXHIBIT 3

This Instrument Has Been Prepared by:
Aaron J. Conklin
Tennessee Public Utility Commission
502 Deaderick St., 4th Floor
Nashville, TN 37243
(615) 770-6896

RELEASE of DEED of TRUST, ASSIGNMENT of RENTS and LEASES and SECURITY AGREEMENT

The undersigned, MOY TOY, LLC, a Tennessee limited liability company, declares that it is the true and lawful owner and holder of the obligations/indebtedness/claims secured by a **Deed of Trust, Assignment of Rents and Leases and Security Agreement** executed by Laurel Hills Condominium Property Owners Association, a Tennessee nonprofit corporation to Joseph H. Huie, Trustee, dated March 1, 2013 and recorded in **Book 1404, page 259 in the Register's Office for Cumberland County, Tennessee**, to which instrument reference is hereby made and for a valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby release the lien of said Instrument IN FULL as to the property described therein. For purposes of clarity, the property described is the same property conveyed to Moy Toy, LLC in the Warranty Deed (in Lieu of Foreclosure) in Book 1427, page 58 in the Register's Office for Cumberland County, Tennessee.

IN WITNESS WHEREOF, MOY TOY, LLC has hereunto executed this instrument by and through an authorized officer of the limited liability company on this the _____ day of _____, 2019.

MOY TOY, LLC

By: RENEGADE FLORIDA LTD., a Florida limited partnership, Managing Member

By: RENEGADE FLORIDA MANAGEMENT, LLC, a Florida limited liability company, General Partner

**By: _____
Phillip G. Guettler, Managing Member**

**STATE OF _____
COUNTY OF _____**

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Phillip G. Guettler, in his official capacity as managing member of Renegade Florida Management, LLC, a Florida limited liability company that is the General Partner of Renegade Florida, LTD, a Florida limited partnership that is the Managing Member of Moy Toy, LLC, a Tennessee limited liability company, with whom I am personally acquainted (or proved on the basis of satisfactory evidence to be the person) and who, upon oath, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal at office this _____ day of _____, 2019.

Notary Public: _____

My commission expires: _____

EXHIBIT 4

CRAB ORCHARD UTILITY DISTRICT

2089 East 1st Street
Crossville, Tennessee 38555
(931) 484-6987

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That for the mutual advantages to be derived from construction of a utility, and for a good and valuable consideration, the receipt whereof is hereby acknowledged, MOY TOY, LLC, a Tennessee limited liability company, (hereinafter the "Grantor"), does hereby grant unto the Crab Orchard Utility District and to its successors and assigns, forever, the right to install, construct, operate, repair, maintain, relocate, and replace utilities upon the lands hereinafter described and situated in the 4th Civil District of Cumberland County, Tennessee;

A forty foot temporary construction easement and a forty foot permanent utility easement within the right-of-way of the private road, known at the time of the execution of this easement as Renegade Mountain Parkway, from its intersection with US Highway 70 to the point of intersection with the "old access road" which is an extension of what is known at the time of the execution of this easement as Running Deer Lane, including bridges thereon, as measured from its center point. A map and list of coordinates plotted using the Tennessee State Plane Coordinate System, as prepared by Crab Orchard Utility District, indicating the center line of the "old access road" is attached as Exhibit A.

The said Crab Orchard Utility District shall make all repairs to roads, paved areas, culverts, drainage systems and reseed all vegetation and return all disturbed areas to an equal or improved condition.

In granting this easement it is understood that the location of all necessary utilities will be such as to form the least possible interference to land use, so long as it does not materially increase the cost of construction. The easement hereby granted is limited to the location of the utilities as shown on Exhibit A.

To have and to hold said easement, together with all the rights and privileges pertaining thereto unto the Crab Orchard Utility District and its successors and assigns, forever.

Witness our hand and seals, this ____ day of _____, 20__.

MOY TOY, LLC

By: **RENEGADE FLORIDA LTD., a Florida limited partnership, Managing Member**

By: **RENEGADE FLORIDA MANAGEMENT, LLC, a Florida limited liability company, General Partner**

By: _____
Phillip G. Guettler, Managing Member

STATE OF _____
COUNTY OF _____

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Phillip G. Guettler, in his official capacity as managing member of Renegade Florida Management, LLC, a Florida limited liability company that is the General Partner of Renegade Florida, LTD, a Florida limited partnership that is

the Managing Member of Moy Toy, LLC, a Tennessee limited liability company, with whom I am personally acquainted (or proved on the basis of satisfactory evidence to be the person) and who, upon oath, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal at office this ____ day of _____, 2019.

Notary Public: _____

My commission expires: _____

EXHIBIT A



Points Along Old Road

FID	Latitude	Longitude
0	2312368	567565
1	2312387	567558
2	2312406	567552
3	2312425	567545
4	2312444	567538
5	2312463	567532
6	2312481	567525
7	2312500	567518
8	2312519	567511
9	2312538	567504
10	2312557	567498
11	2312575	567491
12	2312594	567484
13	2312613	567477
14	2312632	567470
15	2312651	567464
16	2312669	567457
17	2312680	567444
18	2312680	567424
19	2312685	567405
20	2312687	567386
21	2312679	567367
22	2312672	567349
23	2312664	567330
24	2312657	567312
25	2312652	567293
26	2312655	567273
27	2312658	567253
28	2312660	567233
29	2312663	567214
30	2312665	567194
31	2312668	567174
32	2312670	567154
33	2312660	567137
34	2312650	567119
35	2312639	567103
36	2312628	567086
37	2312615	567071
38	2312600	567057
39	2312586	567043
40	2312572	567029

FID	Latitude	Longitude
41	2312557	567016
42	2312543	567002
43	2312528	566988
44	2312514	566974
45	2312500	566959
46	2312487	566945
47	2312472	566931
48	2312457	566918
49	2312443	566904
50	2312427	566892
51	2312411	566880
52	2312393	566870
53	2312376	566860
54	2312359	566849
55	2312343	566838
56	2312326	566827
57	2312308	566818
58	2312290	566810
59	2312272	566801
60	2312254	566793
61	2312236	566784
62	2312218	566776
63	2312199	566767
64	2312181	566759
65	2312163	566751
66	2312145	566742
67	2312128	566732
68	2312110	566723
69	2312093	566713
70	2312076	566702
71	2312060	566690
72	2312043	566679
73	2312025	566672
74	2312005	566668
75	2311985	566666
76	2311965	566666
77	2311945	566667
78	2311925	566668
79	2311905	566670
80	2311885	566671
81	2311866	566675
82	2311846	566679
83	2311826	566682

FID	Latitude	Longitude
84	2311807	566686
85	2311787	566688
86	2311767	566689
87	2311747	566691
88	2311727	566692
89	2311707	566692
90	2311687	566692
91	2311667	566692
92	2311647	566692
93	2311627	566692
94	2311607	566695
95	2311587	566698
96	2311568	566701
97	2311548	566704
98	2311528	566707
99	2311510	566715
100	2311493	566725
101	2311480	566740
102	2311468	566756
103	2311462	566775
104	2311457	566794
105	2311456	566814
106	2311455	566834
107	2311453	566854
108	2311451	566874
109	2311448	566894
110	2311447	566914
111	2311446	566934
112	2311445	566954
113	2311442	566973
114	2311438	566993
115	2311433	567012
116	2311427	567031
117	2311420	567050
118	2311414	567069
119	2311407	567088
120	2311401	567107
121	2311394	567125
122	2311386	567144
123	2311378	567162
124	2311370	567181
125	2311361	567199
126	2311352	567216

FID	Latitude	Longitude
127	2311343	567234
128	2311333	567252
129	2311323	567269
130	2311313	567286
131	2311302	567303
132	2311291	567319
133	2311279	567335
134	2311267	567351
135	2311254	567367
136	2311242	567383
137	2311230	567399
138	2311217	567414
139	2311204	567429
140	2311190	567443
141	2311173	567454
142	2311155	567462
143	2311137	567470
144	2311118	567477
145	2311099	567482
146	2311079	567483
147	2311059	567483
148	2311039	567483
149	2311019	567480
150	2310999	567476
151	2310980	567472
152	2310961	567465
153	2310943	567457
154	2310925	567447
155	2310908	567437
156	2310892	567425
157	2310875	567415
158	2310857	567405
159	2310842	567392
160	2310827	567379
161	2310813	567365
162	2310798	567351
163	2310784	567337
164	2310771	567322
165	2310756	567309
166	2310741	567296
167	2310726	567283
168	2310710	567270
169	2310695	567257

FID	Latitude	Longitude
170	2310679	567245
171	2310663	567233
172	2310647	567221
173	2310630	567210
174	2310613	567199
175	2310598	567187
176	2310583	567174
177	2310567	567162
178	2310549	567153
179	2310530	567146
180	2310511	567141
181	2310491	567140
182	2310471	567141
183	2310451	567142
184	2310431	567144
185	2310411	567145
186	2310391	567146
187	2310371	567147
188	2310351	567149
189	2310332	567152
190	2310312	567156
191	2310294	567165
192	2310279	567178
193	2310267	567194
194	2310257	567211
195	2310249	567229
196	2310239	567247
197	2310229	567264
198	2310218	567281
199	2310208	567298
200	2310197	567315
201	2310187	567332
202	2310177	567350
203	2310167	567367
204	2310157	567384
205	2310144	567400
206	2310129	567413
207	2310113	567424
208	2310095	567433
209	2310076	567440
210	2310057	567443
211	2310037	567443
212	2310017	567441

FID	Latitude	Longitude
213	2309997	567440
214	2309977	567439
215	2309957	567438
216	2309937	567437
217	2309917	567439
218	2309898	567447
219	2309882	567458
220	2309868	567472
221	2309855	567488
222	2309844	567504
223	2309834	567522
224	2309824	567539
225	2309817	567558
226	2309812	567577
227	2309808	567596
228	2309805	567616
229	2309803	567636
230	2309797	567655
231	2309795	567675
232	2309790	567695
233	2309785	567714
234	2309779	567733
235	2309768	567750
236	2309753	567763
237	2309736	567773
238	2309717	567778
239	2309697	567782
240	2309678	567784
241	2309658	567785
242	2309638	567785
243	2309618	567784
244	2309598	567781
245	2309578	567776
246	2309560	567769
247	2309542	567760
248	2309527	567747
249	2309512	567734
250	2309498	567719
251	2309487	567702
252	2309475	567686
253	2309461	567673
254	2309443	567664
255	2309424	567659

FID	Latitude	Longitude
256	2309404	567661
257	2309386	567668
258	2309368	567678
259	2309352	567690
260	2309336	567701
261	2309319	567712
262	2309303	567724
263	2309288	567737
264	2309272	567750
265	2309257	567762
266	2309240	567773
267	2309223	567784
268	2309206	567794
269	2309189	567805
270	2309172	567815
271	2309155	567825
272	2309137	567835
273	2309119	567842
274	2309099	567848
275	2309080	567854
276	2309061	567860
277	2309042	567866
278	2309022	567869
279	2309003	567874
280	2308983	567877
281	2308963	567875
282	2308944	567872
283	2308924	567868
284	2308905	567861
285	2308887	567854
286	2308868	567848
287	2308849	567842
288	2308830	567835
289	2308812	567826
290	2308793	567819
291	2308774	567814
292	2308755	567809
293	2308735	567804
294	2308716	567800
295	2308696	567797
296	2308676	567795
297	2308656	567794
298	2308636	567796

FID	Latitude	Longitude
299	2308616	567798
300	2308596	567801
301	2308577	567804
302	2308561	567807

CRAB ORCHARD UTILITY DISTRICT

2089 East 1st Street
Crossville, Tennessee 38555
(931) 484-6987

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That for the mutual advantages to be derived from construction of a utility, and for a good and valuable consideration, the receipt whereof is hereby acknowledged, MOY TOY, LLC, a Tennessee limited liability company, does hereby grant unto the Crab Orchard Utility District and to its successors and assigns, forever, the right to install, construct, operate, repair, maintain, relocate, and replace utilities upon the lands hereinafter described and situated in the 4th Civil District of Cumberland County, Tennessee;

A forty foot temporary construction easement and a forty foot permanent utility easement on a portion of the property listed in **Deed Book 1351, Page 2035** in the Register's Office in Cumberland County, Tennessee and known as **Map 142 and Parcel 031.05**. Said temporary construction easement and permanent utility easement shall be measured from the center point of the "old access road", which is an extension of what is now known as Running Deer Lane, being further described by a map and list of coordinates plotted using the Tennessee State Plane Coordinate System, as prepared by Crab Orchard Utility District, indicating the center line of the "old access road," attached hereto as Exhibit A.

The said Crab Orchard Utility District shall make all repairs to roads, paved areas, culverts, drainage systems and reseed all vegetation and return all disturbed areas to an equal or improved condition.

In granting this easement it is understood that the location of all necessary utilities will be such as to form the least possible interference to land use, so long as it does not materially increase the cost of construction. The easement hereby granted is limited to the location of the utilities as shown on Exhibit A.

To have and to hold said easement, together with all the rights and privileges pertaining thereto unto the Crab Orchard Utility District and its successors and assigns, forever. The Grantor understands and agrees that COUD may assign an interest to share this easement with an electric utility should such service be necessary for the operation of such equipment necessary for the transmission of water through the water pipe located in this easement.

Witness our hand and seals, this ____ day of _____, 20__.

MOY TOY, LLC

By: **RENEGADE FLORIDA LTD., a Florida limited partnership, Managing Member**

By: **RENEGADE FLORIDA MANAGEMENT, LLC, a Florida limited liability company, General Partner**

By: _____
Phillip G. Guettler, Managing Member

STATE OF _____
COUNTY OF _____

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Phillip G. Guettler, in his official capacity as managing member of Renegade Florida Management, LLC, a Florida limited liability company that is the General Partner of Renegade Florida, LTD, a Florida limited partnership that is the Managing Member of Moy Toy, LLC, a Tennessee limited liability company, with whom I am personally

acquainted (or proved on the basis of satisfactory evidence to be the person) and who, upon oath, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal at office this ____ day of _____, 2019.

Notary Public: _____

My commission expires: _____

EXHIBIT A



Points Along Old Road

FID	Latitude	Longitude
0	2312368	567565
1	2312387	567558
2	2312406	567552
3	2312425	567545
4	2312444	567538
5	2312463	567532
6	2312481	567525
7	2312500	567518
8	2312519	567511
9	2312538	567504
10	2312557	567498
11	2312575	567491
12	2312594	567484
13	2312613	567477
14	2312632	567470
15	2312651	567464
16	2312669	567457
17	2312680	567444
18	2312680	567424
19	2312685	567405
20	2312687	567386
21	2312679	567367
22	2312672	567349
23	2312664	567330
24	2312657	567312
25	2312652	567293
26	2312655	567273
27	2312658	567253
28	2312660	567233
29	2312663	567214
30	2312665	567194
31	2312668	567174
32	2312670	567154
33	2312660	567137
34	2312650	567119
35	2312639	567103
36	2312628	567086
37	2312615	567071
38	2312600	567057
39	2312586	567043
40	2312572	567029

FID	Latitude	Longitude
41	2312557	567016
42	2312543	567002
43	2312528	566988
44	2312514	566974
45	2312500	566959
46	2312487	566945
47	2312472	566931
48	2312457	566918
49	2312443	566904
50	2312427	566892
51	2312411	566880
52	2312393	566870
53	2312376	566860
54	2312359	566849
55	2312343	566838
56	2312326	566827
57	2312308	566818
58	2312290	566810
59	2312272	566801
60	2312254	566793
61	2312236	566784
62	2312218	566776
63	2312199	566767
64	2312181	566759
65	2312163	566751
66	2312145	566742
67	2312128	566732
68	2312110	566723
69	2312093	566713
70	2312076	566702
71	2312060	566690
72	2312043	566679
73	2312025	566672
74	2312005	566668
75	2311985	566666
76	2311965	566666
77	2311945	566667
78	2311925	566668
79	2311905	566670
80	2311885	566671
81	2311866	566675
82	2311846	566679
83	2311826	566682

FID	Latitude	Longitude
84	2311807	566686
85	2311787	566688
86	2311767	566689
87	2311747	566691
88	2311727	566692
89	2311707	566692
90	2311687	566692
91	2311667	566692
92	2311647	566692
93	2311627	566692
94	2311607	566695
95	2311587	566698
96	2311568	566701
97	2311548	566704
98	2311528	566707
99	2311510	566715
100	2311493	566725
101	2311480	566740
102	2311468	566756
103	2311462	566775
104	2311457	566794
105	2311456	566814
106	2311455	566834
107	2311453	566854
108	2311451	566874
109	2311448	566894
110	2311447	566914
111	2311446	566934
112	2311445	566954
113	2311442	566973
114	2311438	566993
115	2311433	567012
116	2311427	567031
117	2311420	567050
118	2311414	567069
119	2311407	567088
120	2311401	567107
121	2311394	567125
122	2311386	567144
123	2311378	567162
124	2311370	567181
125	2311361	567199
126	2311352	567216

FID	Latitude	Longitude
127	2311343	567234
128	2311333	567252
129	2311323	567269
130	2311313	567286
131	2311302	567303
132	2311291	567319
133	2311279	567335
134	2311267	567351
135	2311254	567367
136	2311242	567383
137	2311230	567399
138	2311217	567414
139	2311204	567429
140	2311190	567443
141	2311173	567454
142	2311155	567462
143	2311137	567470
144	2311118	567477
145	2311099	567482
146	2311079	567483
147	2311059	567483
148	2311039	567483
149	2311019	567480
150	2310999	567476
151	2310980	567472
152	2310961	567465
153	2310943	567457
154	2310925	567447
155	2310908	567437
156	2310892	567425
157	2310875	567415
158	2310857	567405
159	2310842	567392
160	2310827	567379
161	2310813	567365
162	2310798	567351
163	2310784	567337
164	2310771	567322
165	2310756	567309
166	2310741	567296
167	2310726	567283
168	2310710	567270
169	2310695	567257

FID	Latitude	Longitude
170	2310679	567245
171	2310663	567233
172	2310647	567221
173	2310630	567210
174	2310613	567199
175	2310598	567187
176	2310583	567174
177	2310567	567162
178	2310549	567153
179	2310530	567146
180	2310511	567141
181	2310491	567140
182	2310471	567141
183	2310451	567142
184	2310431	567144
185	2310411	567145
186	2310391	567146
187	2310371	567147
188	2310351	567149
189	2310332	567152
190	2310312	567156
191	2310294	567165
192	2310279	567178
193	2310267	567194
194	2310257	567211
195	2310249	567229
196	2310239	567247
197	2310229	567264
198	2310218	567281
199	2310208	567298
200	2310197	567315
201	2310187	567332
202	2310177	567350
203	2310167	567367
204	2310157	567384
205	2310144	567400
206	2310129	567413
207	2310113	567424
208	2310095	567433
209	2310076	567440
210	2310057	567443
211	2310037	567443
212	2310017	567441

FID	Latitude	Longitude
213	2309997	567440
214	2309977	567439
215	2309957	567438
216	2309937	567437
217	2309917	567439
218	2309898	567447
219	2309882	567458
220	2309868	567472
221	2309855	567488
222	2309844	567504
223	2309834	567522
224	2309824	567539
225	2309817	567558
226	2309812	567577
227	2309808	567596
228	2309805	567616
229	2309803	567636
230	2309797	567655
231	2309795	567675
232	2309790	567695
233	2309785	567714
234	2309779	567733
235	2309768	567750
236	2309753	567763
237	2309736	567773
238	2309717	567778
239	2309697	567782
240	2309678	567784
241	2309658	567785
242	2309638	567785
243	2309618	567784
244	2309598	567781
245	2309578	567776
246	2309560	567769
247	2309542	567760
248	2309527	567747
249	2309512	567734
250	2309498	567719
251	2309487	567702
252	2309475	567686
253	2309461	567673
254	2309443	567664
255	2309424	567659

FID	Latitude	Longitude
256	2309404	567661
257	2309386	567668
258	2309368	567678
259	2309352	567690
260	2309336	567701
261	2309319	567712
262	2309303	567724
263	2309288	567737
264	2309272	567750
265	2309257	567762
266	2309240	567773
267	2309223	567784
268	2309206	567794
269	2309189	567805
270	2309172	567815
271	2309155	567825
272	2309137	567835
273	2309119	567842
274	2309099	567848
275	2309080	567854
276	2309061	567860
277	2309042	567866
278	2309022	567869
279	2309003	567874
280	2308983	567877
281	2308963	567875
282	2308944	567872
283	2308924	567868
284	2308905	567861
285	2308887	567854
286	2308868	567848
287	2308849	567842
288	2308830	567835
289	2308812	567826
290	2308793	567819
291	2308774	567814
292	2308755	567809
293	2308735	567804
294	2308716	567800
295	2308696	567797
296	2308676	567795
297	2308656	567794
298	2308636	567796

FID	Latitude	Longitude
299	2308616	567798
300	2308596	567801
301	2308577	567804
302	2308561	567807

EXHIBIT 5

This Instrument Has Been Prepared by:

CRAB ORCHARD UTILITY DISTRICT

2089 East 1st Street
Crossville, Tennessee 38555
(931) 484-6987

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That for the mutual advantages to be derived from construction, operation and maintenance of a utility, and for a good and valuable consideration, the receipt whereof is hereby acknowledged, MOY TOY, LLC, a Tennessee limited liability company, (hereinafter the "Grantor") does hereby grant unto the Crab Orchard Utility District and to its successors and assigns, forever, a perpetual easement and right-of-way for, and the right to use of ingress and egress easement purposes, and uses commonly associated therewith, through, in, on, over, above, under and across that certain portion of the real property of said Grantors' private road, known at the time of the signing of this document as Renegade Mountain Parkway, and all bridges thereon, in order to install, construct, operate, repair, maintain, relocate, and replace utilities in the Renegade Mountain community accessed by the private road.

The ingress and egress easement rights granted herein are for the benefit of Crab Orchard Utility District, its officers, agents, employees, successors or assigns, or by any contractor, its agents or employees engaged by said Utility District, its successors or assigns, whenever and wherever necessary for the purposes set forth above.

To have and to hold said easement, together with all the rights and privileges pertaining thereto unto the Crab Orchard Utility District and its successors and assigns, forever.

Witness our hand and seals, this ____ day of _____, 20__.

MOY TOY, LLC

By: **RENEGADE FLORIDA LTD., a Florida limited partnership, Managing Member**

By: **RENEGADE FLORIDA MANAGEMENT, LLC, a Florida limited liability company, General Partner**

By: _____
Phillip G. Guettler, Managing Member

STATE OF _____
COUNTY OF _____

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Phillip G. Guettler, in his official capacity as managing member of Renegade Florida Management, LLC, a Florida limited liability company that is the General Partner of Renegade Florida, LTD, a Florida limited partnership that is the Managing Member of Moy Toy, LLC, a Tennessee limited liability company, with whom I am personally acquainted (or proved on the basis of satisfactory evidence to be the person) and who, upon oath, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal at office this ____ day of _____, 2019.

Notary Public: _____

My commission expires: _____

This Instrument Has Been Prepared by:

CRAB ORCHARD UTILITY DISTRICT

2089 East 1st Street
Crossville, Tennessee 38555
(931) 484-6987

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That for the mutual advantages to be derived from construction of a utility, and for a good and valuable consideration, the receipt whereof is hereby acknowledged, MOY TOY, LLC, a Tennessee limited liability company, (hereinafter the "Grantor") does hereby grant unto the Crab Orchard Utility District and to its successors and assigns, forever, the right to install, construct, operate, repair, maintain, relocate, and replace utilities upon the lands hereinafter described and situated 4th Civil District of Cumberland County, Tennessee;

A fifteen foot permanent utility easement within the right-of-way of the private road, known at the time of the execution of this easement as Renegade Mountain Parkway, wherein water utilities are currently installed and located; a fifteen foot permanent utility easement within the rights-of-way of the platted public and private roads within Renegade Resort wherein water utilities are currently installed and located; a thirty foot temporary construction easement and a fifteen foot permanent utility easement within the rights-of-ways of the platted public and private roads within Renegade Resort wherein water utilities are not currently installed and located. The public and private roads within Renegade Resort are more fully described in Exhibit A attached hereto.

The said Crab Orchard Utility District shall make all repairs to roads, paved areas, culverts, drainage systems and reseed all vegetation and return all disturbed areas to an equal or improved condition.

In granting this easement it is understood that the location of all necessary utilities will be such as to form the least possible interference to land use, so long as it does not materially increase the cost of construction. The easement hereby granted is limited to the location of the utilities as indicated in the plats indicated in the Exhibit hereto.

To have and to hold said easement, together with all the rights and privileges pertaining thereto unto the Crab Orchard Utility District and its successors and assigns, forever.

Witness our hand and seals, this ____ day of _____, 20__.

MOY TOY, LLC

By: **RENEGADE FLORIDA LTD., a Florida limited partnership, Managing Member**

By: **RENEGADE FLORIDA MANAGEMENT, LLC, a Florida limited liability company, General Partner**

By: _____
Phillip G. Guettler, Managing Member

STATE OF _____
COUNTY OF _____

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Phillip G. Guettler, in his official capacity as managing member of Renegade Florida Management, LLC, a Florida limited liability company that is the General Partner of Renegade Florida, LTD, a Florida limited partnership that is the Managing Member of Moy Toy, LLC, a Tennessee limited liability company, with whom I am personally

acquainted (or proved on the basis of satisfactory evidence to be the person) and who, upon oath, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal at office this ____ day of _____, 2019.

Notary Public: _____

My commission expires: _____

EXHIBIT A
**PROPERTY DESCRIPTION OF PUBLIC AND PRIVATE
ROADS WITHIN RENEGADE MOUNTAIN**

Utility easements granted herein are within the rights-of-way of the public and private roads within Renegade Mountain as appearing and described in plats of record as follows:

Renegade Resort, Block 1, of record in Plat Book 2, page 57, Cumberland County Register of Deeds Office ("CCRDO");
Renegade Resort, Block 2, of record in Plat Book 2, page 58, as revised in Plat Book 2, page 89, CCRDO;
Renegade Resort, Block 4, Plat Book 2, page 69, CCRDO;
Renegade Resort, Block 4-A, Plat Book 2, page 67, CCRDO;
Renegade Resort, Block 5, Plat Book 2, page 68, CCRDO;
Renegade Resort, Block 6, Plat Book 3, page 25, CCRDO;
Renegade Resort, Block 7, Plat Book 2, page 81, CCRDO;
Renegade Resort, Block 8, Plat Book 2, page 90, CCRDO;
Renegade Resort, Block 9, Plat Book 3, page 51, as revised in Plat Book 8, page 289, CCRDO;
Renegade Resort, Block 10, Plat Book 3, page 54, CCRDO;
Renegade Resort, Block 10-A, Plat Book 5, page 70, CCRDO;
Renegade Resort, Block 11, Plat Book 3, page 55, CCRDO;
Renegade Resort, Block 12-A, Plat Book 5, page 13, CCRDO;
Renegade Resort, Block 12, Plat Book 3, page 56, as revised in Plat Book 5, page 14, CCRDO;
Cumberland Gardens, Block 15, Plat Book 9, page 188, as revised in Plat Book 9, page 207, CCRDO;
Cumberland Gardens, Block 16, Plat Book 9, page 189-190, as revised in Plat Book 9, page 208-209, CCRDO;
Renegade Mountain, Block 17, Plat Book 10, page 419, CCRDO;
Cumberland Gardens, Resubdivision Woodbridge, Plat Book 9, page 166, as revised in Plat Book 9, page 185, CCRDO;
Cumberland Gardens, Laurel Hills, Plat Book 9, page 167, CCRDO; and,
Cumberland Gardens, Cumberland Point, Plat Book 9, page 165, CCRDO.

This Instrument Has Been Prepared by:

CRAB ORCHARD UTILITY DISTRICT

2089 East 1st Street
Crossville, Tennessee 38555
(931) 484-6987

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That for the mutual advantages to be derived from construction, operation and maintenance of a utility, and for a good and valuable consideration, the receipt whereof is hereby acknowledged, MOY TOY, LLC does hereby grant unto the Crab Orchard Utility District and to its successors and assigns, forever, the right to operate, repair, maintain, relocate, and replace utilities upon the lands hereinafter described and situated in the 4th Civil District of Cumberland County, Tennessee;

A fifteen foot permanent utility easement within the right-of-way of the unplatted road, known at the time of the execution of this easement as Running Deer Lane, wherein water utilities are currently installed and located, as said unplatted road lies, as of the date of the execution of this easement, on the property listed in **Deed Book 1351, Page 2035** in the Register's Office in Cumberland County, Tennessee and further identified and known as **Map 142, and Parcel 031.05**.

The said Crab Orchard Utility District shall make all repairs to roads, paved areas, and replace all fences, retaining walls, culverts, drainage systems, and reseed all vegetation and return all disturbed areas to an equal or improved condition.

In granting this easement it is understood that the location of all necessary utilities will be such as to form the least possible interference to land use, so long as it does not materially increase the cost of construction. The easement hereby granted is limited to the location of the utilities within the right-of-way of Running Deer Lane.

To have and to hold said easement, together with all the rights and privileges pertaining thereto unto the Crab Orchard Utility District and its successors and assigns, forever.

Witness our hand and seals, this ____ day of _____, 20 ____.

MOY TOY, LLC

By: **RENEGADE FLORIDA LTD., a Florida limited partnership, Managing Member**

By: **RENEGADE FLORIDA MANAGEMENT, LLC, a Florida limited liability company, General Partner**

By: _____
Phillip G. Guettler, Managing Member

STATE OF _____
COUNTY OF _____

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Phillip G. Guettler, in his official capacity as managing member of Renegade Florida Management, LLC, a Florida limited liability company that is the General Partner of Renegade Florida, LTD, a Florida limited partnership that is the Managing Member of Moy Toy, LLC, a Tennessee limited liability company, with whom I am personally acquainted (or proved on the basis of satisfactory evidence to be the person) and who, upon oath, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal at office this ____ day of _____, 2019.

Notary Public: _____

My commission expires: _____

CRAB ORCHARD UTILITY DISTRICT

2089 East 1st Street
Crossville, Tennessee 38555
(931) 484-6987

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That for the mutual advantages to be derived from construction, operation and maintenance of a utility, and for a good and valuable consideration, the receipt whereof is hereby acknowledged, MOY TOY, LLC, a Tennessee limited liability company, does hereby grant unto the Crab Orchard Utility District and to its successors and assigns, forever, the right to operate, repair, maintain, relocate, and replace utilities upon the lands hereinafter described and situated in the 4th Civil District of Cumberland County, Tennessee;

A fifteen foot permanent utility easement on the property listed in **Deed Book 1351, Page 2021** in the Register's Office in Cumberland County, Tennessee and known as **Map 141 and Parcel 56.00** and the location of the easement being more fully described in the legal description attached as Exhibit A.

The said Crab Orchard Utility District shall replace all fences, retaining walls, culverts, and reseed all vegetation and return all disturbed areas to an equal or improved condition.

In granting this easement it is understood that the location of all necessary utilities will be such as to form the least possible interference to land use, so long as it does not materially increase the cost of construction. The easement hereby granted is limited to the location of the utilities as shown on the construction plans or attached map.

To have and to hold said easement, together with all the rights and privileges pertaining thereto unto the Crab Orchard Utility District and its successors and assigns, forever.

Witness our hand and seals, this ____ day of _____, 20__.

MOY TOY, LLC

By: **RENEGADE FLORIDA LTD., a Florida limited partnership, Managing Member**

By: **RENEGADE FLORIDA MANAGEMENT, LLC, a Florida limited liability company, General Partner**

By: _____
Phillip G. Guettler, Managing Member

STATE OF _____
COUNTY OF _____

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Phillip G. Guettler, in his official capacity as managing member of Renegade Florida Management, LLC, a Florida limited liability company that is the General Partner of Renegade Florida, LTD, a Florida limited partnership that is the Managing Member of Moy Toy, LLC, a Tennessee limited liability company, with whom I am personally acquainted (or proved on the basis of satisfactory evidence to be the person) and who, upon oath, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal at office this ____ day of _____, 2019.

Notary Public: _____

My commission expires: _____

EXHIBIT A

Legal Description of Current Water Supply Line of the Laurel Hills Water System

Said easement lies on a portion of property described as Tract 6 in the Warranty Deed from J L Wucher Company, LLC, a Tennessee limited liability company, and Joseph L. Wucher and Jenny B. Wucher, its sole members to Moy Toy, LLC, a Tennessee limited liability company, (Deed Book 1351, Page 2021, Cumberland County Register of Deeds Office) and lies on a portion said tract consisting of seven and one-half feet (7.5') measured on both sides from the center line of the water supply line of the Laurel Hills Water System, in Receivership, as described and appearing on the survey of the same by J.A. Stanton, PLS # 1545, dated January 19, 2018 to the extent said waterline lies on the lands of Moy Toy, LLC to which this easement is applicable.

Said center line of the surveyed waterline is more fully described as follows:

BEGINNING at the NorthEast corner of the pumping station building located on the lands of Crab Orchard Utility District (Deed Book 307, Page 193, Cumberland County Register of Deeds Office);

Thence, South 72° 22' 30" East, a distance of 42.04 feet;

Thence, South 13° 52' 38" East, a distance of 105.19, during which distance, the path of the waterline is marked by a ½" rebar found at the property boundary, as the waterline continues onto the lands of James A. and Elizabeth L. Kemmer (Deed Book 1235, Page 1508 Cumberland County Register's Office);

Thence, South 06° 49' 34" East, a distance of 290.93 feet;

Thence, South 04° 20' 12" East, a distance of 102.98 feet;

Thence, South 01° 47' 08" West, a distance of 106.38 feet;

Thence, South 12° 33' 33" West, a distance of 92.38 feet to the property boundary as the waterline continues onto the lands of Terra Mountain Holdings, LLC (Deed Book 1420, Page 1, Cumberland County Register of Deeds Office);

Thence, South 17° 58' 36" West, a distance of 82.14 feet;

Thence, South 00° 13' 09" West, a distance of 80.62 feet;

Thence, South 03° 25' 27" East, a distance of 89.63 feet;

Thence, South 04° 46' 09" West, a distance 60.95 feet;

Thence, South 09° 41' 18" West, a distance of 341.29 feet;

Thence, South 03° 54' 59" West, a distance of 131.43 feet, crossing the property boundary onto the lands of Moy Toy, LLC (Deed Book 1351, Page 2021 Cumberland County Register of Deeds);

Thence, South 14° 34' 37" West, a distance of 65.32 feet;

Thence, South 12° 00' 46" West, a distance of 67.01 feet;

Thence, South 20° 28' 02" West, a distance of 80.16 feet;

Thence, South 11° 16' 55" West, a distance of 106.58 feet;

Thence, South 23° 14' 19" West, a distance of 86.86 feet;

Thence, South 31° 28' 27" West, a distance of 80.11 feet;

Thence, South 42° 39' 17" West, a distance of 70.33 feet;

Thence, South 67° 17' 55" West, a distance of 109.74 feet;

Thence, South 76° 05' 22" West, a distance of 87.96 feet;

Thence, South 00° 20' 14" West, a distance of 58.12 feet;

Thence, South 08° 14' 47" East, a distance of 56.87 feet;

Thence, South 10° 01' 10" East, a distance of 56.28 feet;

Thence, South 16° 51' 00" East, a distance of 49.62 feet;

Thence, South 11° 35' 42" East, a distance of 87.44 feet;

Thence, South 04° 18' 26" East, a distance of 64.62 feet;

Thence, South 00° 50' 56" East, a distance of 39.41 feet;

Thence, South 00° 17' 39" East, a distance of 25.21 feet;

Thence, South 01° 59' 02" West, a distance of 87.69 feet to the property boundary of Laurel Hills Water System, in Receivership (Deed Book 1470, Page 2182 Cumberland County Register of Deeds Office).

This Instrument Prepared by:
J. Graham Matherne, Esq.
Wyatt, Tarrant & Combs, LLP
333 Commerce Street, Suite 1400
Nashville, TN 37201
(615) 244-0020

ASSIGNMENT OF RIGHTS UNDER EASEMENT AGREEMENT

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid to Laurel Hills Water System, in Receivership (hereinafter "Grantor"; by and through its Receiver, Receivership Management, Inc.), by Crab Orchard Utility District (hereinafter "Grantee"), the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby assign, grant and convey to Grantee, its successors and assigns, all of its rights, interest and duties under that Easement Agreement dated November 7, 2016, of record at **Book 1489, page 597**, Register's Office for Cumberland County, Tennessee (referred to hereinafter collectively as the "Easements").

The Easements, as described in the above-referenced Easement Agreement, include a permanent easement as to 10 feet on each side of the water supply pipe owned by Laurel Hills Water System, in Receivership (total width being 20 feet), as well as the right (1) to come upon the 158.5 acre parcel of land located in the Fourth Civil District of Cumberland County, Tennessee, identified as Map 141 Parcel 029.02 to inspect, repair, replace, remove or maintain the water supply pipe, and (2) to use and occupy that portion of the 158.5 acre parcel needed to effect any such maintenance, replacement, removal or repair of the water supply pipe, for the time needed to effect any such maintenance, replacement, removal or repair. The rights in the Easements granted in the Easement Agreement run with the land.

IN WITNESS WHEREOF, GRANTOR has executed this instrument this the ____ day of _____, 2019.

LAUREL HILLS WATER SYSTEM, IN RECEIVERSHIP (BY
AND THROUGH ITS RECEIVER, RECEIVERSHIP
MANAGEMENT, INC.)

By: _____
Printed Name: _____
Title: _____

STATE OF TENNESSEE
COUNTY OF _____

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared _____, in his/her official capacity as _____ of Receivership Management Inc., a Tennessee corporation, the Court-appointed Receiver of the Laurel Hills Water System, in Receivership, with whom I am personally acquainted (or proved on the basis of satisfactory evidence to be the person) and who, upon oath, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal at office this ___ day of _____, 2019.

Notary Public

My commission expires: _____

The Name and Address of the
new Easement Owner is:

Crab Orchard Utility District
2089 East 1st Street
Crossville, TN 38555

Send tax bill, if any, regarding ownership
of this easement to same.

This document prepared by
and returnable to:
J. Graham Matherne, Esq.
Wyatt, Tarrant and Combs, LLP
333 Commerce Street, Suite 1400
Nashville, TN 37201

TERMINATION OF EASEMENT AGREEMENT

WHEREAS, the undersigned, Crab Orchard Utility District (hereinafter "Grantor") previously granted certain easement rights to Laurel Hills Water System, in Receivership (hereinafter "Grantee"), as set forth in that Easement Agreement (the "Easement Agreement") dated November 23, 2016, and of record at **Book 1490, page 1975**, Register's Office for Cumberland County, Tennessee, to which reference is herein made, and now desire to terminate said Easement Agreement;

NOW, THEREFORE, Grantor and Grantee (acting by and through its Receiver, Receivership Management, Inc.), hereby terminate the Easement Agreement. They each further represent that they had not assigned their rights or duties under the Easement Agreement to any third party prior to the execution of this Termination of Easement Agreement.

IN WITNESS WHEREOF, the undersigned executed this instrument on this ___ day of _____, 2019.

CRAB ORCHARD UTILITY DISTRICT

By: _____
Print Name: _____
Title: _____

STATE OF TENNESSEE)
COUNTY OF _____)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the _____ of Crab Orchard Utility District, the within-named bargainor, and that he/she as such _____, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of Crab Orchard Utility District by himself/herself as such _____.

Witness my hand and seal, at office in _____, _____, this ___ day of _____, 2019.

Notary Public

My commission expires: _____

(continuation of signatures to Termination of Easement Agreement)

**LAUREL HILLS WATER SYSTEM, IN
RECEIVERSHIP (BY AND THROUGH ITS
RECEIVER, RECEIVERSHIP
MANAGEMENT, INC.)**

By: _____

Print Name: _____

Title: _____

STATE OF TENNESSEE

COUNTY OF _____

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared _____, in his/her official capacity as _____ of Receivership Management Inc., a Tennessee corporation, the Court-appointed Receiver of the Laurel Hills Water System, in Receivership, with whom I am personally acquainted (or proved on the basis of satisfactory evidence to be the person) and who, upon oath, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal at office this ____ day of _____, 2019.

Notary Public

My commission expires: _____

EXHIBIT 6

CRAB ORCHARD UTILITY DISTRICT

2089 East 1st Street
Crossville, Tennessee 38555
(931) 484-6987

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That for the mutual advantages to be derived from construction of a utility, and for a good and valuable consideration, the receipt whereof is hereby acknowledged, Michael C. Buford (hereinafter "Grantor"), does hereby grant unto the CRAB ORCHARD UTILITY DISTRICT, a utility district established under Tenn. Code Ann. § 7-82-101 *et seq.*, and to its successors and assigns (hereinafter "Grantee"), forever, the right to install, construct, operate, repair, maintain, relocate, and replace utilities upon the land hereinafter described and situated in the 4th Civil District of Cumberland County, Tennessee (the "Land"):

A temporary thirty (30) foot utility easement for that existing waterline now located on such Land, as further described below, and a permanent nonexclusive thirty (30) foot utility easement through the Land for a waterline to replace such existing waterline, together with an electrical line as needed for the new waterline facilities, in an area of such Land further described below.

The Land owned by Grantor is described in Deed Book 1351, Page 2021, in the Register's Office in Cumberland County, Tennessee, known as Map 142 and Parcel 031.02 and Deed Book 1420, page 1 in said Register's Office, known as Map 142 and Parcel 031.06.

NOTICE: THIS UTILITY EASEMENT IS SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN DEED OF CONSERVATION EASEMENT from TERRA MOUNTAIN HOLDINGS, LLC, a Georgia limited liability company, to the ATLANTIC COAST CONSERVANCY, INC., a nonprofit Georgia corporation, dated December 27, 2013, and recorded December 30, 2013, at Deed Book 1422, page 1806, Records of Cumberland County, Tennessee (the "Conservation Easement"). ANY WORK PERFORMED PURSUANT TO THIS UTILITY EASEMENT MUST COMPLY WITH THE TERMS OF SUCH CONSERVATION EASEMENT, SPECIFICALLY AND WITHOUT LIMITATION, THE TERMS OF PARAGRAPH 8.1.D, 8.1.E., AND 9 THROUGH 13.

The existing waterline is located in that certain area identified as "Acceptable Development Area - Existing Waterline" on that certain map attached hereto as Exhibit "A" and made a part hereof by this reference. Such Exhibit "A" is the Conservation Easement Map found at page 43, Section XI, of the Baseline Documentation Report prepared for Terra Mountain Holdings, LLC, dated December 27, 2013, provided to the Atlantic Coast Conservancy, Inc. in connection with the Conservation Easement, and reflects the status of Grantor's property at the time the Conservation Easement was granted. A full copy is available from the Atlantic Coast Conservancy. The thirty foot (30') wide easement granted hereby shall be measured as fifteen feet (15') from either side of the center line of such existing waterline. Upon the completion and use of the new waterline, this temporary easement for the currently existing waterline, shall expire and terminate automatically, with no further documentation necessary.

The new permanent waterline shall be located in that certain area identified as "Acceptable Development Area - Sanitary Sewer/Water Line" on that certain map attached hereto as Exhibit "A". The forty foot (40') wide easement area shall be measured as twenty

feet (20') on either side of the centerline of the "old access road" which runs within the "Acceptable Development Area - Sanitary Sewer/Water Line", which is an extension of what is now known as Running Deer Lane, and an additional continuing path across said property within said "Acceptable Development Area - Sanitary Sewer/Water Line" to circumvent and traverse waterways and to connect with existing utilities. The new waterline and associated electrical line shall be constructed underground.

The said Crab Orchard Utility District shall make all repairs to roads, paved areas, culverts, drainage systems and revegetate and restore all disturbed areas to a natural condition promptly after completion. Such activity shall not substantially diminish or impair the Conservation Values set forth in the Conservation Easement.

The said Crab Orchard Utility District shall and will indemnify and hold harmless Michael C. Buford, the Atlantic Coast Conservancy, Inc., and their successors and/or assigns, and all of their members, directors, officers, employees, agents, contractors, from and against any and all claims, suits, loss, cost, damage and/or expense (including reasonable attorney's fees) on account of injury to or death of persons or damage to property arising or resulting from or in any way connected with the installation, construction, operation, repair, maintenance, relocation and/or replacement of utilities in connection with the easement granted hereby, or the use of, repair and/or maintenance of the easement area.

To have and to hold said easement, together with all the rights and privileges pertaining thereto unto the Crab Orchard Utility District and its successors and assigns, forever.

Witness our hand and seals, this _____ day of _____, 2019.

MICHAEL C. BUFORD

By: _____
Its: _____

STATE OF _____
COUNTY OF _____

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared MICHAEL C. BUFORD, with whom I am personally acquainted (or proved on the basis of satisfactory evidence to be the person) and who, upon oath, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal at office this _____ day of _____, 2019.

Notary Public: _____ My commission expires: _____

EXHIBIT A
Legal Description
 Easement Area

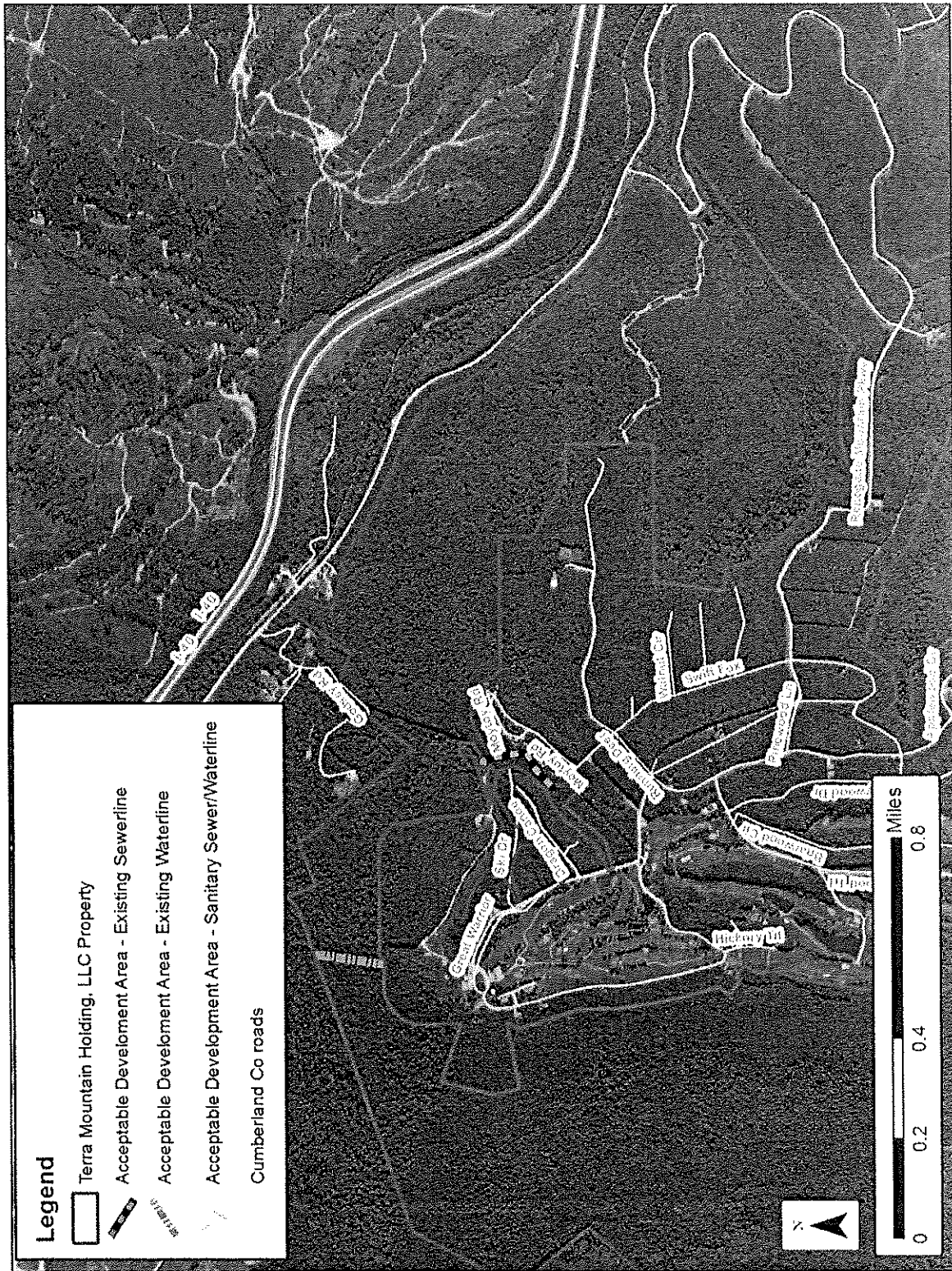


Figure 17. Conservation easement map depicting spatial location of the Acceptable Development Area – Existing Sewerline (in Sugallite sky), the Acceptable Development Area – Existing Waterline (in Lepidolite lilac), and the Acceptable Development Area – Sanitary Sewerline/Waterline (in Tzvorite green) (1:35,000 scale).

EXHIBIT 7

QUITCLAIM AND RELEASE OF EASEMENT

WHEREAS, by that certain instrument dated the 7th day of November, 2016, recorded in **Book 1489, Page 597**, in the Register’s Office for Cumberland County, Tennessee, and assigned to Crab Orchard Utility District by a certain instrument of record in **Book _____, Page _____**, in said Register’s Office, the undersigned Crab Orchard Utility District is the owner of an easement in, along, over, upon and across certain property of James A. Kemmer and Elizabeth L. Kemmer more particularly described therein; and,

WHEREAS, pursuant to a Settlement Agreement and Release entered on the ____ day of _____, 2019, Crab Orchard Utility District agreed to release the easement described hereinabove upon the completion of certain conditions precedent, and said conditions precedent have been completed as of the date of the execution of this document, requiring that said easement be remised, released and forever relinquished insofar as it affects or appertains to the said property described in Exhibit “A”;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, CRAB ORCHARD UTILITY DISTRICT, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, have forever remised, released and relinquished and by these presents does forever grant, remise, release, quitclaim and relinquish unto James A. Kemmer and Elizabeth L. Kemmer all that certain easement interest created and established in the above-mentioned instrument insofar as it affects or appertains to the premises described in said Exhibit “A”.

IN WITNESS WHEREOF, the Crab Orchard Utility District has caused this instrument to be executed as of the day and year first above written.

Crab Orchard Utility District

By: _____

Its: _____

STATE OF TENNESSEE
COUNTY OF _____

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared _____, in his official capacity as _____ of Crab Orchard Utility District, with whom I am personally acquainted (or proved on the basis of satisfactory evidence to be the person) and who, upon oath, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal at office this ____ day of _____, 20__.

Notary Public: _____

My commission expires: _____

EXHIBIT A

**Legal Description of Water Supply Line Easement of the
Laurel Hills Water System**

Said easement lies on property described in the Deed TO James A. Kemmer and Elizabeth L. Kemmer (Deed Book 1235, Page 1508, Cumberland County Register of Deeds Office) and lies on a portion said tract consisting of seven and one-half feet (7.5') measured on both sides from the center line of the water supply line of the Laurel Hills Water System, in Receivership, as described and appearing on the survey of the same by J.A. Stanton, PLS # 1545, dated January 19, 2018 to the extent said waterline lies on the lands of James A. Kemmer and Elizabeth L. Kemmer to which this easement is applicable.

Said center line of the surveyed waterline is more fully described as follows:

BEGINNING at the NorthEast corner of the pumping station building located on the lands of Crab Orchard Utility District (Deed Book 307, Page 193, Cumberland County Register of Deeds Office);
Thence, South 72° 22' 30" East, a distance of 42.04 feet;
Thence, South 13° 52' 38" East, a distance of 105.19, during which distance, the path of the waterline is marked by a ½" rebar found at the property boundary, as the waterline continues onto the lands of James A. and Elizabeth L. Kemmer (Deed Book 1235, Page 1508 Cumberland County Register's Office);
Thence, South 06° 49' 34" East, a distance of 290.93 feet;
Thence, South 04° 20' 12" East, a distance of 102.98 feet;
Thence, South 01° 47' 08" West, a distance of 106.38 feet;
Thence, South 12° 33' 33" West, a distance of 92.38 feet to the property boundary as the waterline continues onto the lands of Terra Mountain Holdings, LLC (Deed Book 1420, Page 1, Cumberland County Register of Deeds Office);
Thence, South 17° 58' 36" West, a distance of 82.14 feet;
Thence, South 00° 13' 09" West, a distance of 80.62 feet;
Thence, South 03° 25' 27" East, a distance of 89.63 feet;
Thence, South 04° 46' 09" West, a distance 60.95 feet;
Thence, South 09° 41' 18" West, a distance of 341.29 feet;
Thence, South 03° 54' 59" West, a distance of 131.43 feet, crossing the property boundary onto the lands of Moy Toy, LLC (Deed Book 1351, Page 2021 Cumberland County Register of Deeds);
Thence, South 14° 34' 37" West, a distance of 65.32 feet;
Thence, South 12° 00' 46" West, a distance of 67.01 feet;
Thence, South 20° 28' 02" West, a distance of 80.16 feet;
Thence, South 11° 16' 55" West, a distance of 106.58 feet;
Thence, South 23° 14' 19" West, a distance of 86.86 feet;
Thence, South 31° 28' 27" West, a distance of 80.11 feet;
Thence, South 42° 39' 17" West, a distance of 70.33 feet;
Thence, South 67° 17' 55" West, a distance of 109.74 feet;
Thence, South 76° 05' 22" West, a distance of 87.96 feet;
Thence, South 00° 20' 14" West, a distance of 58.12 feet;
Thence, South 08° 14' 47" East, a distance of 56.87 feet;
Thence, South 10° 01' 10" East, a distance of 56.28 feet;
Thence, South 16° 51' 00" East, a distance of 49.62 feet;
Thence, South 11° 35' 42" East, a distance of 87.44 feet;
Thence, South 04° 18' 26" East, a distance of 64.62 feet;
Thence, South 00° 50' 56" East, a distance of 39.41 feet;
Thence, South 00° 17' 39" East, a distance of 25.21 feet;
Thence, South 01° 59' 02" West, a distance of 87.69 feet to the property boundary of Laurel Hills Water System, in Receivership (Deed Book 1470, Page 2182 Cumberland County Register of Deeds Office).

QUITCLAIM AND RELEASE OF EASEMENT

WHEREAS, by that certain instrument dated the ____ day of _____, 2019, recorded in Book _____, Page _____, in the Register’s Office for Cumberland County, Tennessee, the undersigned Crab Orchard Utility District is the owner of an easement in, along, over, upon and across certain property of Moy Toy, LLC more particularly described therein; and,

WHEREAS, pursuant to a Settlement Agreement and Release entered on the ____ day of _____, 2019, Crab Orchard Utility District agreed to release the easement described hereinabove upon the completion of certain conditions precedent, and said conditions precedent have been completed as of the date of the execution of this document, requiring that said easement be remised, released and forever relinquished insofar as it affects or appertains to the property described in said Exhibit “A”;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, CRAB ORCHARD UTILITY DISTRICT, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, have forever remised, released and relinquished and by these presents does forever grant, remise, release, quitclaim and relinquish unto Moy Toy, LLC all that certain easement interest created and established in the above-mentioned instrument insofar as it affects or appertains to the premises described in said Exhibit “A”.

IN WITNESS WHEREOF, the Crab Orchard Utility District has caused this instrument to be executed as of the day and year first above written.

Crab Orchard Utility District

By: _____

Its: _____

**STATE OF TENNESSEE
COUNTY OF _____**

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared _____, in his official capacity as _____ of Crab Orchard Utility District, with whom I am personally acquainted (or proved on the basis of satisfactory evidence to be the person) and who, upon oath, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal at office this ____ day of _____, 20__.

Notary Public: _____

My commission expires: _____

EXHIBIT A

**Legal Description of Water Supply Line Easement of the
Laurel Hills Water System**

Said easement lies on property described as Tract 6 in the Warranty Deed from J L Wucher Company, LLC, a Tennessee limited liability company, and Joseph L. Wucher and Jenny B. Wucher, its sole members, to Moy Toy, LLC (Deed Book 1351, Page 2021, Cumberland County Register of Deeds Office) and lies on a portion said tract consisting of seven and one-half feet (7.5') measured on both sides from the center line of the water supply line of the Laurel Hills Water System, in Receivership, as described and appearing on the survey of the same by J.A. Stanton, PLS # 1545, dated January 19, 2018 to the extent said waterline lies on the lands of Moy Toy, LLC to which this easement is applicable.

Said center line of the surveyed waterline is more fully described as follows:

BEGINNING at the NorthEast corner of the pumping station building located on the lands of Crab Orchard Utility District (Deed Book 307, Page 193, Cumberland County Register of Deeds Office);
Thence, South 72° 22' 30" East, a distance of 42.04 feet;
Thence, South 13° 52' 38" East, a distance of 105.19, during which distance, the path of the waterline is marked by a ½" rebar found at the property boundary, as the waterline continues onto the lands of James A. and Elizabeth L. Kemmer (Deed Book 1235, Page 1508 Cumberland County Register's Office);
Thence, South 06° 49' 34" East, a distance of 290.93 feet;
Thence, South 04° 20' 12" East, a distance of 102.98 feet;
Thence, South 01° 47' 08" West, a distance of 106.38 feet;
Thence, South 12° 33' 33" West, a distance of 92.38 feet to the property boundary as the waterline continues onto the lands of Terra Mountain Holdings, LLC (Deed Book 1420, Page 1, Cumberland County Register of Deeds Office);
Thence, South 17° 58' 36" West, a distance of 82.14 feet;
Thence, South 00° 13' 09" West, a distance of 80.62 feet;
Thence, South 03° 25' 27" East, a distance of 89.63 feet;
Thence, South 04° 46' 09" West, a distance 60.95 feet;
Thence, South 09° 41' 18" West, a distance of 341.29 feet;
Thence, South 03° 54' 59" West, a distance of 131.43 feet, crossing the property boundary onto the lands of Moy Toy, LLC (Deed Book 1351, Page 2021 Cumberland County Register of Deeds);
Thence, South 14° 34' 37" West, a distance of 65.32 feet;
Thence, South 12° 00' 46" West, a distance of 67.01 feet;
Thence, South 20° 28' 02" West, a distance of 80.16 feet;
Thence, South 11° 16' 55" West, a distance of 106.58 feet;
Thence, South 23° 14' 19" West, a distance of 86.86 feet;
Thence, South 31° 28' 27" West, a distance of 80.11 feet;
Thence, South 42° 39' 17" West, a distance of 70.33 feet;
Thence, South 67° 17' 55" West, a distance of 109.74 feet;
Thence, South 76° 05' 22" West, a distance of 87.96 feet;
Thence, South 00° 20' 14" West, a distance of 58.12 feet;
Thence, South 08° 14' 47" East, a distance of 56.87 feet;
Thence, South 10° 01' 10" East, a distance of 56.28 feet;
Thence, South 16° 51' 00" East, a distance of 49.62 feet;
Thence, South 11° 35' 42" East, a distance of 87.44 feet;
Thence, South 04° 18' 26" East, a distance of 64.62 feet;
Thence, South 00° 50' 56" East, a distance of 39.41 feet;
Thence, South 00° 17' 39" East, a distance of 25.21 feet;
Thence, South 01° 59' 02" West, a distance of 87.69 feet to the property boundary of Laurel Hills Water System, in Receivership (Deed Book 1470, Page 2182 Cumberland County Register of Deeds Office).

EXHIBIT 8

ABANDONED PROPERTY AGREEMENT

THIS AGREEMENT is made by and between CRAB ORCHARD UTILITY DISTRICT (“COUD”), MOY TOY, LLC, (“Moy Toy”) and Michael C. Buford and is entered this the _____ day of _____, 2019.

WHEREAS, Moy Toy is the owner of a parcel of certain real property identified as Map 141, Parcel 056.00 in Cumberland County, Tennessee which is subject to a Utility Easement Granted to COUD of record in Book ____, Page ____, Cumberland County Register of Deeds Office, within such easement a pipeline facility is located;

WHEREAS, Michael C. Buford is the owner of a parcel of certain real property identified as Map 142, Parcel 031.06 in Cumberland County, Tennessee which is subject to a Utility Easement Granted to COUD of record in Book ____, Page ____, Cumberland County Register of Deeds Office, within such easement a pipeline facility is located;

WHEREAS, the parties entered an agreement requiring the release of the easements and the abandonment of the pipeline upon completion of the installation of a new water supply pipeline facility to the Laurel Hills Water System Water Tower and disconnection of the water supply pipeline facility existing at the time of the execution of the agreement; and

WHEREAS, the new water supply pipeline facility installation has been completed and the water supply pipeline facility existing at the time of the execution of the agreement has been disconnected.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, COUD abandons all right, title, interest and claim to the pipeline facility disconnected from the water system and lying above, in or otherwise in the above described lands of Moy Toy and Michael C. Buford. Moy Toy and Michael C. Buford may take possession of, dispose of, remove, sell or otherwise control said pipeline facility free of all claims from COUD.

CRAB ORCHARD UTILITY DISTRICT:

By: _____
Printed Name: _____
Title: _____, Board of Crab Orchard Utility District

MOY TOY, LLC:

By: _____
Printed Name: _____
Title: _____

MICHAEL C. BUFORD:

Michael C. Buford

EXHIBIT 9

This Instrument Prepared by:
J. Graham Matherne, Esq.
Wyatt, Tarrant & Combs, LLP
333 Commerce Street, Suite 1400
Nashville, TN 37201
(615) 244-0020

ASSIGNMENT OF RIGHTS UNDER "GRANT OF WATER LINE EASEMENT"

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid to Laurel Hills Water System, in Receivership (hereinafter "Grantor"; by and through its Receiver, Receivership Management, Inc.), by Crab Orchard Utility District (hereinafter "Grantee"), the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby assign, grant and convey to Grantee, its successors and assigns, all of its rights, interest and duties under that "Grant of Water Line Easement" dated February 18, 2016, of record at **Book 1470, page 553**, Register's Office for Cumberland County, Tennessee (referred to hereinafter collectively as the "Easements"), subject to the limitations, restrictions, agreements and requirements set forth in said "Grant of Water Line Easement".

The Easements, as described in the above-referenced "Grant of Water Line Easement", include an exclusive, permanent water line easement ten (10) feet in width within which to construct, install, maintain, change the size of, inspect, alter, replace and remove, a water line and associated appurtenances, including but not limited to manholes, water meter, or meters and water valves with said easement in the area of the real property described therein.

IN WITNESS WHEREOF, GRANTOR has executed this instrument this the ____ day of _____, 2019.

LAUREL HILLS WATER SYSTEM, IN RECEIVERSHIP (BY
AND THROUGH ITS RECEIVER, RECEIVERSHIP
MANAGEMENT, INC.)

By: _____
Printed Name: _____
Title: _____

STATE OF TENNESSEE
COUNTY OF _____

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared _____, in his/her official capacity as _____ of Receivership Management Inc., a Tennessee corporation, the Court-appointed Receiver of the Laurel Hills Water System, in Receivership, with whom I am personally acquainted (or proved on the basis of satisfactory evidence to be the person) and who, upon oath, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal at office this ___ day of _____, 2019.

Notary Public

My commission expires: _____

The Name and Address of the
new Easement Owner is:

Crab Orchard Utility District
2089 East 1st Street
Crossville, TN 38555

Send tax bill, if any, regarding ownership
of this easement to same.

EXHIBIT 10

AGREEMENT TO TERMINATE IRREVOCABLE LICENSE
AGREEMENT FOR EXISTING UTILITY PURPOSES

THIS AGREEMENT is entered into this the ____ day of _____, 2019, (“the Effective Date”) by and between MOY TOY, LLC, Tennessee limited liability company, (“Moy Toy”), LAUREL HILLS CONDOMINIUMS PROPERTY OWNERS ASSOCIATION, a Tennessee nonprofit corporation, (“Laurel Hills”) and LAUREL HILLS WATER SYSTEM, IN RECEIVERSHIP, by and through its court-appointed receiver, Receivership Management, Inc. (“RMI”) (a Tennessee corporation) (reference to Laurel Hills Water System, In Receivership herein will be “LHWS”).

WHEREAS, Moy Toy, as Licensor, and Laurel Hills, as Licensee, entered into an Irrevocable License Agreement for Existing Utility Purposes on the 3rd day of February, 2016, and effective as of October 25, 2015, said document granting to Laurel Hills a license for permission to enter upon certain lands of Moy Toy described therein for the purpose of “using said land for the operation of a water distribution system...”;

WHEREAS, Laurel Hills conveyed its transferrable interest in the Irrevocable License Agreement for Existing Utility Purposes to LHWS by execution of an Assignment and Bill of Sale of Assets on April 5, 2016; and

WHEREAS, the parties now desire, pursuant to Paragraph E.10. of the Settlement Agreement and Mutual Release entered by the parties on _____, terminate the Irrevocable License Agreement for Existing Utility Purposes entered on February 3, 2016.

IT IS THEREFORE AGREED that as of the Effective Date, the Irrevocable License Agreement for Existing Utility Purposes entered on February 3, 2016 between Moy Toy and Laurel Hills, the license interest of Laurel Hills having been transferred to LHWS, is hereby terminated.

EXECUTED BY:

LAUREL HILLS CONDOMINIUMS PROPERTY OWNERS ASSOCIATION:

By: _____
Printed Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared _____, in his official capacity as _____ of Laurel Hills Condominiums Property Owners Association, a Tennessee nonprofit corporation, with whom I am personally acquainted (or proved on the basis of satisfactory evidence to be the person) and who, upon oath, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal at office this ____ day of _____, 2019.

Notary Public: _____
My commission expires: _____

MOY TOY, LLC

By: RENEGADE FLORIDA LTD., a Florida limited partnership, Managing Member

By: RENEGADE FLORIDA MANAGEMENT, LLC, a Florida limited liability company, General Partner

**By: _____
Phillip G. Guettler, Managing Member**

STATE OF _____
COUNTY OF _____

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Phillip G. Guettler, in his official capacity as managing member of Renegade Florida Management, LLC, a Florida limited liability company that is the General Partner of Renegade Florida, LTD, a Florida limited partnership that is the Managing Member of Moy Toy, LLC, a Tennessee limited liability company, with whom I am personally acquainted

(or proved on the basis of satisfactory evidence to be the person) and who, upon oath, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal at office this ____ day of _____, 2019.

Notary Public: _____

My commission expires: _____

LAUREL HILLS WATER SYSTEM, IN RECEIVERSHIP by and through its court appointed receiver, Receivership Management, Inc. (also known as the Renegade Mountain Water System):

By: _____

Printed Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared _____, in his official capacity as _____ of Receivership Management, Inc. (a Tennessee corporation), court appointed receiver of Laurel Hills Water System, In Receivership, with whom I am personally acquainted (or proved on the basis of satisfactory evidence to be the person) and who, upon oath, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal at office this ____ day of _____, 2019.

Notary Public: _____

My commission expires: _____

**AGREEMENT TO TERMINATE NON-EXCLUSIVE REVOCABLE
LICENSE AGREEMENT FOR UTILITY PURPOSES**

THIS AGREEMENT is entered into this the ____ day of _____, 2019, (“the Effective Date”) by and between MOY TOY, LLC, Tennessee limited liability company, (“Moy Toy”) and LAUREL HILLS CONDOMINIUMS PROPERTY OWNERS ASSOCIATION, a Tennessee nonprofit corporation, (“Laurel Hills”).

WHEREAS, Moy Toy, as Licensor, and Laurel Hills, as Licensee, entered into a Non-Exclusive Revocable License Agreement for Utility Purposes on the 1st day of May, 2011, said document granting to Laurel Hills a license for permission to enter upon certain lands of Moy Toy described therein for the purpose of “using it for the operation of a water distribution system...”;

WHEREAS, the parties now desire, pursuant to Paragraph E.10. of the Settlement Agreement and Mutual Release entered by the parties on _____, terminate the revocable license agreement for utility purposes entered on May 1, 2011.

IT IS THEREFORE AGREED that as of the Effective Date, the Non-Exclusive Revocable License Agreement for Utility Purposes entered on May 1, 2011 is hereby terminated. The parties hereto waive all notice requirements relating to such termination and consent to termination as of the Effective Date.

EXECUTED BY:

LAUREL HILLS CONDOMINIUMS PROPERTY OWNERS ASSOCIATION:

By: _____
Printed Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared _____, in his official capacity as

_____ of Laurel Hills Condominiums Property Owners Association, a Tennessee nonprofit corporation, with whom I am personally acquainted (or proved on the basis of satisfactory evidence to be the person) and who, upon oath, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal at office this ____ day of _____, 2019.

Notary Public: _____

My commission expires: _____

MOY TOY, LLC

By: RENEGADE FLORIDA LTD., a Florida limited partnership, Managing Member

By: RENEGADE FLORIDA MANAGEMENT, LLC, a Florida limited liability company, General Partner

**By: _____
Phillip G. Guettler, Managing Member**

**STATE OF _____
COUNTY OF _____**

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Phillip G. Guettler, in his official capacity as managing member of Renegade Florida Management, LLC, a Florida limited liability company that is the General Partner of Renegade Florida, LTD, a Florida limited partnership that is the Managing Member of Moy Toy, LLC, a Tennessee limited liability company, with whom I am personally acquainted (or proved on the basis of satisfactory evidence to be the person) and who, upon oath, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal at office this ____ day of _____, 2019.

Notary Public: _____

My commission expires: _____

BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION

NASHVILLE, TENNESSEE

March 6, 2019

IN RE:)	
)	
PETITION OF LAUREL HILLS)	
CONDOMINIUMS PROPERTY OWNERS)	DOCKET NO. 12-00030
ASSOCIATION FOR A CERTIFICATE OF)	
PUBLIC CONVENIENCE AND NECESSITY)	

ORDER APPROVING AND AUTHORIZING
ENTRY OF SETTLEMENT AGREEMENT

This matter came before Chair Robin L. Morrison, Vice Chair Kenneth C. Hill and Commissioner David F. Jones of the Tennessee Public Utility Commission (“TPUC” or “Commission”), the voting panel assigned to this docket, during a regularly scheduled Commission Conference held on February 19, 2019, for consideration of the *Petition to Approve and Enter Settlement Agreement* (“*Petition*”) filed by Commission Staff acting as a Party (“Party Staff”) on February 7, 2019, requesting approval of a Global Settlement Agreement (“GSA”) resolving issues of dispute in this matter.

BACKGROUND AND PETITION

On April 10, 2012, Laurel Hills Condominium Property Owners Association (“LHCPOA”) filed a Petition for a Certificate of Public Convenience and Necessity (“CCN”) in this docket to operate a water system on Renegade Mountain in Cumberland County, Tennessee.¹ Upon consideration of the Petition for CCN and evidence presented during a full hearing, the Commission (then known as the Tennessee Regulatory Authority) issued an *Order Denying the Certificate of Public Convenience and Necessity and Requiring Divestiture of Water*

¹ *Petition*, (April 10, 2012).



System (“CCN Order”).² In the CCN Order, finding that the applicant lacked sufficient managerial and financial capability to operate a water system, the Commission denied LHCPOA’s request to be issued a CCN and ordered that LHCPOA divest itself of the water system.³

After several months, LHCPOA was unable to find a purchaser for the water system and entered into a Settlement Agreement with Party Staff agreeing to voluntarily place the water system in receivership and to execute documents transferring the property and assets of the water system to a receiver. The Commission adopted the Settlement Agreement by Order entered on September 25, 2015.⁴

Pursuant to the Settlement Agreement, Party Staff filed a *Petition for Appointment of Receiver* in the Cumberland County Chancery Court, requesting the appointment of a receiver to control, direct and manage the property and business of the Laurel Hills Water System.⁵ Subsequently, the Cumberland County Chancery Court appointed Receivership Management, Inc. (“RMI”) as Receiver for the water system in an *Order Appointing Receiver*.⁶

Disputes arose among the parties as to whether upon LHCPOA properly delivered title to the assets of the water system to RMI. As a result, the Commission entered an Order re-commencing a Show Cause matter against LHCPOA in a related docket and authorizing Party Staff to pursue additional remedies in the Cumberland County Chancery Court to enforce

² *Order Denying Certificate of Public Convenience and Necessity and Requiring Divestiture of the Water System*, (April 18, 2013).

³ *Id.*

⁴ *In Re: Petition to Show Cause Why a Cease and Desist Order and Civil Penalties & Sanctions Should Not Be Imposed Against Laurel Hills Condominiums Property Owners Association*, Docket No. 12-00077, *Order Approving Petition to Adopt Settlement Agreement and Release, As Amended By the First Addendum*, (September 25, 2015).

⁵ *Tenn. Pub. Utility Comm. v. Laurel Hills Condominiums Owners Ass'n*, Cumberland County Chancery Court Case No. 2012-CH-560, *Petition for Appointment of Receiver*, (October 3, 2015).

⁶ *TPUC v. Laurel Hills, Order Appointing Receiver*, (October 26, 2015).

provisions of the Settlement Agreement (“Reopening Order”).⁷ Subsequent to the entry of the Reopening Order, LHCPOA delivered certain transfer documents. However, concerns with the adequacy of these transfer documents and other issues raised resulted in Party Staff filing a *Petition for an Order to Show Cause* (“Chancery *Petition*”) in the Cumberland County Chancery Court.⁸ In response, LHCPOA filed a *Motion to Enforce Settlement Agreement and to Dismiss Show Cause Proceedings With Prejudice* asserting that the transfer documents were in compliance with the Settlement Agreement and it is entitled to an Order dismissing the Show Cause Order in this TPUC Docket under the terms of the Settlement Agreement.⁹ Moy Toy, LLC (“Moy Toy”) was permitted to intervene into the Cumberland County Chancery Court case without objection. As an intervening party, Moy Toy filed a *Complaint for Declaratory Relief & For Enforcement of Agreement*, asserting the validity of the transfer documents and seeking the dismissal of Show Cause Petitions against LHCPOA and against Moy Toy.¹⁰

Party Staff filed its *Petition* requesting approval of a Global Settlement Agreement (“GSA”) that resolves all issues of dispute with regard to the Laurel Hills Water System (“LHWS”).¹¹ The GSA resolves this docket, as well as three other TPUC dockets, a Cumberland County Circuit Court case, and a Cumberland Chancery Court case related to the LHWS.¹²

⁷ *In Re: Petition to Show Cause Why a Cease and Desist Order and Civil Penalties & Sanctions Should Not Be Imposed Against Laurel Hills Condominiums Property Owners Association*, Docket No. 12-00077, *Order Re-opening Show Cause Proceeding and Authorizing TRA Party Staff to Pursue Enforcement of Settlement Agreement*, (December 28, 2015).

⁸ *TPUC v. Laurel Hills, Petition for an Order to Show Cause*, (May 24, 2016).

⁹ *TPUC v. Laurel Hills, Laurel Hills Condominiums Property Owners Association Motion to Enforce Settlement Agreement and to Dismiss Show Cause Proceedings With Prejudice*, (August 15, 2016).

¹⁰ *TPUC v. Laurel Hills, Complaint for Declaratory Relief & For Enforcement of Agreement*, (November 23, 2016).

¹¹ *Petition to Approve and Enter Settlement Agreement*, (February 7, 2019).

¹² The GSA would resolve the following matters: TPUC Docket No. 12-00030; TPUC Docket No. 12-00077; TPUC Docket No. 15-00118; TPUC Docket 17-00098; Cumberland County Circuit Court Case No. CCI-2016-CV-6201; and, Cumberland County Chancery Court Case No. 2012-CH-560.

THE PROPOSED SETTLEMENT AGREEMENT

The GSA filed by Party Staff resolves all issues of dispute with regard to the LHWS, including all litigation among the parties concerning the LHWS. The GSA reserves the ability to enforce the GSA in the Cumberland County Chancery Court. The terms of the GSA, in summary, are that:

1. Ownership and Operation of the LHWS will transfer from the Receiver of the LHWS to the Crab Orchard Utility District (“COUD”);
2. TPUC, in consideration of the settlement of litigation, will provide funding to COUD for the rehabilitation of the LHWS in the amount of \$925,000;
3. Moy Toy and Michael C. Buford will grant easements to COUD on their respective properties relative to existing utility facilities and the installation of a new water supply line; and
4. All litigation relating to the LHWS will be dismissed and closed.¹³

HEARING ON THE MERITS

A Hearing in this matter was held before the voting panel of Commissioners during the regularly scheduled Commission Conference on February 19, 2019, as noticed by the Commission on February 7, 2019. Participating in the Hearing were:

Michael C. Buford – James D. White, Esq., 101 Green Street, Celina, Tennessee 38551.

Consumer Advocate Unit of the Financial Division of the Office of the Attorney General for the State of Tennessee, Vance Broemel, Esq. and Daniel Whitaker, III, Esq., P.O. Box 20207, Nashville, Tennessee 37202.

Crab Orchard Utility District – Randy York, Esq., Moore, Rader, Fitzpatrick & York, 46 N. Jefferson Avenue, P.O. Box 3347, Cookeville, Tennessee 38501.

¹³ See the full listing of cases to be dismissed and closed in Footnote 11 *supra*.

Laurel Hills Condominiums Property Owners Association – Robert V. Schwerer, Esq., Hayskar, Walker, Schwerer & Dundas, 130 South Indian River Drive, Ste. 204, Ft. Pierce, Florida 34950.

LHWS Consumers, John Moore, John Peters and Thomas Bower – Heather G. Anderson, Esq., Bernstein, Stair & McAdams, LLP, 116 Agnes Road, Knoxville, Tennessee 37919.

Moy Toy, LLC – Scott D. Hall, Esq., 374 Forks of the River Parkway, Sevierville, Tennessee 37862

Receivership Management, Inc., as receiver of the Laurel Hills Water System, G. Everett Sinor, Jr., Esq., 3504 Robin Road, Nashville, Tennessee 37204.

Tennessee Public Utility Commission – Aaron Conklin, Esq., Tennessee Public Utility Commission, 502 Deaderick Street, 4th Floor, Nashville, Tennessee 37243.

During the Hearing, Mr. Conklin presented the *Settlement Agreement* to the Commission and was subject to questions before the panel. In addition, counsel for each of the parties to the GSA was subject to questions before the panel. Each counsel represented that his respective client agreed with the provisions of the GSA, had no reservations concerning the terms and conditions of the GSA, and agreed that the GSA resolves all matters in dispute. The panel opened the floor for public comment, but no member of the public came forward to comment.

FINDINGS AND CONCLUSIONS

Upon conclusion of the Hearing, the voting panel conducted deliberations in this matter. The panel found that in light of the history of the controversies related to the LHWS, the significant time, effort and expense expended by the agency for more than seven years, the GSA is in the public interest. The panel further found that the GSA resolves all ongoing litigation between the agency and the parties. Finally, the panel found that the GSA provides certainty concerning the provision of safe, reliable and affordable water to the customers of the LHWS and Renegade Mountain Community.

After careful review and consideration of the evidentiary record in this proceeding, the voting panel voted unanimously to approve the GSA as filed by Party Staff.

IT IS THEREFORE ORDERED THAT:

1. The *Petition to Approve and Enter Settlement Agreement* filed by Tennessee Public Utility Commission acting as a Party on February 7, 2019 is approved. A copy of the Global Settlement Agreement is attached to this Order as Exhibit A and is incorporated in this Order as if fully rewritten herein.

2. Party Staff is authorized to enter into the Global Settlement Agreement and granted authority to appear in all related court proceedings and to execute all documents necessary to carry out the obligations of the agency set out therein.

3. Any person who is aggrieved by the Commission's decision in this matter may file a Petition for Reconsideration with the Commission within fifteen days from the date of this Order.

4. Any person who is aggrieved by the Commission's decision in this matter has the right to judicial review by filing a Petition for Review in the Tennessee Court of Appeals, Middle Section, within sixty days from the date of this Order.

Chair Robin L. Morrison, Vice Chair Kenneth C. Hill, and Commissioner David F. Jones concur. None dissenting.

ATTEST:



Earl R. Taylor, Executive Director



Everett Sinor <everett.sinor@gmail.com>

Verification of Completion of Preconditions

1 message

Aaron Conklin <Aaron.Conklin@tn.gov>
To: Everett Sinor <everett.sinor@gmail.com>

Tue, May 21, 2019 at 3:07 PM

Everett,

This email shall serve as verification that Crab Orchard Utility District has provided an estimate of the costs of rehabilitation of the Laurel Hills Water System that has been accepted by the TPUC satisfying the precondition established in D.1. of the Global Settlement Agreement ("GSA"). Further, TPUC has approved funding of the rehabilitation costs presented by COUD, in its *Order Approving and Authorizing Entry of Settlement Agreement* ("Order"), TPUC Docket No. 12-00030, entered on March 6, 2019. This approval of funding satisfies the precondition set out in D.2. of the GSA. In addition, the *Order* completes the precondition described in D.5. of the GSA, providing TPUC's approval of and authorizing entry into the GSA.

Sincerely,

Aaron J. Conklin

Senior Counsel

Tennessee Public Utility Commission

502 Deaderick Street, 4th floor

Nashville, TN 37243

(615) 770-6896



Subject: RE: Terra Mountain
 From: Phil Landrum <phil@landrumandlandrum.com>
 To: Gayle Y. Camp <gcamp@mmmlaw.com>, <PHD'delivery@yousendit.com>
 Cc: <matthew@evrgreengroup.com>, <mark@evrgreengroup.com>, Elaine Samples <esamples@mmmlaw.com>, Timothy S. Pollock <tsp@mmmlaw.com>
 Date: Mon Jan 07 2019 10:50:39 GMT-0600 (Central Standard Time)
 Filename: RE Terra Mountain

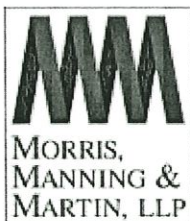
Gayle:

Thank you for the follow up. Dr. Keller is out of town this week, but I'll follow up with him when he returns and report back.

Thank you,
 Phil

From: Gayle Y. Camp [mailto:gcamp@mmmlaw.com]
Sent: Monday, January 07, 2019 11:49 AM
To: phil@landrumandlandrum.com; PHD'delivery@yousendit.com
Cc: matthew@evrgreengroup.com; 'mark@evrgreengroup.com' <mark@evrgreengroup.com>; Elaine Samples <esamples@mmmlaw.com>; Timothy S. Pollock <tsp@mmmlaw.com>
Subject: FW: Terra Mountain

Phil,
 I am following up on the below email that I sent in early December. We now have a draft of the proposed easement – 3rd attachment hereto. I have made my comments as to changes that are necessary – shown in the redline attached as the 2nd attachment hereto. Please let us know if you would like to discuss the request for easements or to suggest any further revisions to the proposed easement document.
 Thank you,
 Gayle



Gayle Y. Camp
 Special Counsel

Direct: 404-504-5401
 Cell: 404-983-4737
 gcamp@mmmlaw.com
 1600 Atlanta Financial Center
 3343 Peachtree Road, NE
 Atlanta, GA 30326

mmmlaw.com



meply

This e-mail message and its attachments are for the sole use of the designated recipient(s). They may contain confidential information, legally privileged information or other information subject to legal restrictions. If you are not a designated recipient of this message, please do not read, copy, use or disclose this message or its attachments, notify the sender by replying to this message and delete or destroy all copies of this message and attachments in all media. Thank you.

From: Gayle Y. Camp
Sent: Friday, December 07, 2018 4:04 PM
To: 'phil@landrumandlandrum.com'; 'Robert Keller'
Cc: 'Matthew@evrgreengroup.com'; 'mark@evrgreengroup.com'; Timothy S. Pollock; Elaine Samples
Subject: FW: Terra Mountain



Phil,

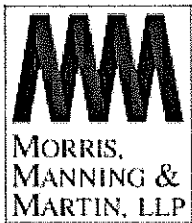
As I am sure you are aware, there has been ongoing litigation regarding water service in the Terra Mountain/Renegade Mountain area. A settlement agreement has been presented to Matt Campbell, Terra Mountain Holdings that involves allowing a local water authority to replace a waterline that crosses the Terra Mountain property. This water authority wants an easement for the existing waterline that lies in the "ADA-Existing Waterline" provided for the Deed of Conservation Easement (DCE), and an easement to install a new line in the "ADA-Sanitary Sewer/ Water Line" also provided for in the DCE. Upon completion of the new water line, the easement for the existing line would be released. Terra Mountain Holdings has no qualms about granting rights so long as they are consistent with the reserved rights in the DCE, and have asked us to review the provisions of the DCE and to initiate discussion with you to clarify and confirm the understandings regarding these ADAs.

For your convenience, I have attached a the recorded DCE for that project. The pertinent provisions in the DCE are 5.13 and 5.18 as to the prohibited uses, 8.1.d. as to the existing water line, and 8.1.E as to the new water line. The BDR was too large to send with this email, but shows the ADAs at p. 42. We have not yet been provided drafts of the actual proposed easements, but they of course will have to reference that they are subject to the DCE. We expect these proposed easements soon and will provide to you when we receive them.

Please accept this email as notice to the Conservancy as required in the DCE.

I know it is a very busy time of year for you, and will convey this to the parties involved, but if you would let us know when you will be able to take a look at this and discuss with us, it would be greatly appreciated.

Thank you,



mmmlaw.com



Gayle Y. Camp
Special Counsel

Direct: 404-504-5401
gcamp@mmmlaw.com
1600 Atlanta Financial Center
3343 Peachtree Road, NE
Atlanta, GA 30326

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Subject: FW: Terra Mountain



Robert Keller <rkeller@atlanticcoastconservancy.org>
to Phil Landrum, gcamp

Tue, Jan 15, 8:58 AM

You are viewing an attached message Gmail can't verify the authenticity of attached messages.

Phil,

I have reviewed the proposed waterline easement and find that it complies with the permissions set forth in the original deed of conservation for Terra Mountain Holdings, LLC recorded on 30DEC13. Please consider this email correspondence as the formal prior written notice to the Conservancy as required therein.

Regards,
Robert

Robert D. Keller, PHD
Chief Executive Officer

Atlantic Coast Conservancy, Inc.
72 South Main Street
Jasper, Georgia 30143
tel: (706) 273-9173
website: www.atlanticcoastconservancy.org

Pelican Coast Conservancy, Inc.
403 Conti Street
Mobile, Alabama 36602
tel: (251) 222-8959
website: www.pelicancoastconservancy.org



3 Attachments



CONSENT AND RATIFICATION AGREEMENT

THIS CONSENT AND RATIFICATION AGREEMENT (“Ratification Agreement”) is made and entered into this the _____ day of _____, 2019 (“the Effective Date”).

A. PARTIES TO THE AGREEMENT (COLLECTIVELY, THE “PARTIES”)

A.1. Crab Orchard Utility District (“COUD”);

A.2. Michael McClung, Individually; Phillip Guettler, Individually; and, Darren Guettler, Individually, (collectively, “McClung-Guettler Group”) and as former members of the Renegade Mountain Community Club, Inc. (“RMCC Moy Toy Board”)

B. RECITALS

WHEREAS, COUD is among parties who have entered into a Settlement Agreement and Mutual Release (“Global Settlement Agreement”) addressing a number of litigation matters concerning the operation of the Laurel Hills Water System (“LHWS”), as listed in Section B of the Global Settlement Agreement and incorporating said listing of cases herein as if stated verbatim, (also referred to as the Renegade Mountain Water System in the litigation);

WHEREAS, it is alleged that the Renegade Mountain Community Club, Inc. (“RMCC”) a Tennessee nonprofit corporation, may possess a real property ownership interest and/or non-possessory interest in certain roads in the real estate community development located in Cumberland County, Tennessee known as “Renegade Mountain”;

WHEREAS, the McClung-Guettler Group are each respective owners of property on Renegade Mountain and customers of the LHWS and are also a named party in the Ancillary Litigation referenced and described in Section G of the Global Settlement Agreement and in the following paragraphs herein;

WHEREAS, the RMCC and the McClung-Guettler Group, both individually and as the RMCC Moy Toy Board, are not parties to, nor executors of the Global Settlement Agreement;

WHEREAS, the control over platted and unplatted areas of Renegade Mountain and the ownership of the developer’s rights (should any exist) of Renegade Mountain and the validity of the RMCC Board are among the subjects of certain litigation in the Cumberland County Chancery Court, i.e., *Gary Haiser, et al. v. Michael McClung, et al.*, (Case Number 2011-CH-508) and *Michael McClung et al. v. Gary Haiser et al.*, (Case Number 2012-CH-527) (“RMCC



Litigation”) which were consolidated and appealed to the Tennessee Court of Appeals, Eastern Section;

WHEREAS, the Cumberland County Chancery Court, in the RMCC Litigation, vacated the September 2011 election of the RMCC Board;

WHEREAS, the Court of Appeals, Eastern Section, in case number E2017-00741-COA-R3-CV filed its opinion and ruling in the matter on August 29, 2018 (“COA Opinion”) wherein the Court of Appeals reversed the Cumberland County Chancery Court’s decision, vacating the August 2016 election of RMCC Board members;

WHEREAS, subject to further action upon remand to the Cumberland County Chancery Court, the rulings of the Cumberland County Chancery Court and Court of Appeals, taken collectively, currently leaves the RMCC with no board to legally determine matters in the RMCC or to sign documents that legally bind the RMCC;

WHEREAS, under the terms of the Global Settlement Agreement, COUD will assume the ownership and operation of the LHWS and will require access to pertinent easements and rights of way;

WHEREAS, the McClung-Guettler Group desires to aid and support COUD in its operation of the LHWS by affirming certain current and future easements and rights of way necessary to the current and future operation of the LHWS; and

WHEREAS, both COUD and the McClung-Guettler Group wish to memorialize these desires in a written document, recognizing that resolution of the disputes and controversies regarding certain easements and rights of way is desirable and inures a benefit to and is in the best interest the of the McClung-Guettler Group;

IT IS THEREFORE AGREED AS FOLLOWS:

C. AGREEMENT TERMS

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, together with the promises, agreements, obligations, representations and any and all other undertakings included in this Ratification Agreement, the Parties agree to the following terms:

C.1. Although neither the RMCC Moy Toy Board, nor the McClung-Guettler Group, have participated in the negotiation and/or drafting of the Global Settlement Agreement, said Parties have reviewed the Global Settlement Agreement.

C.2. The undersigned Parties, RMCC Moy Toy Board and McClung-Guettler Group, consent to and ratify the Global Settlement Agreement as an expression of support for the assumption of ownership and operation of the LHWS by COUD. The undersigned Parties recognize that consent and ratification of the Global Settlement Agreement places no obligation of any kind upon the RMCC Moy Toy Board and/or the members of the McClung-Guettler Group. Further, the undersigned Parties recognize that consent and ratification of the Global Settlement Agreement shall not operate as a release of any claims, demands, actions, interests, judgments, and executions by the RMCC Moy Toy Board or the McClung-Guettler Group, except that which is stated specifically herein.

C.3. Should resolution of the RMCC Litigation result in the RMCC obtaining authority to grant easements regarding the platted and/or unplatted roads within Renegade Mountain AND should any individual member of the McClung-Guettler Group named herein become member(s) of any future Board of the RMCC, whether such resolution is accomplished by agreement or by trial, said McClung-Guettler Group member(s) named herein agree to cooperate to affirm or grant certain necessary easements, further described below, to provide COUD with reasonable access to RMCC roads relative to the operation, maintenance, repair and/or replacement of the LHWS, including:

1.) Voting to affirm non-exclusive easements to Existing Water Lines including any easements or rights of way to said water lines five feet (5') horizontal from the centerline of the pipe for an existing water line, paralleling or traversing a platted road, or paralleling or traversing any unplatted road should RMCC gain easement authority over the same; and,

2.) Voting to grant non-exclusive easements to Future Water Lines including any easements or rights of way to said water lines ten feet (10') horizontal from the edge of a platted road, or where necessary to traverse a platted road, or any unplatted road should the RMCC gain easement authority over such roads.

C.4. The RMCC Moy Toy Board and each of the undersigned individual members of the McClung-Guettler Group agree that COUD shall not be made a party to the above referenced RMCC Litigation and releases COUD, as well as its administrators, successors, assigns, employees, owners, directors, agents and attorneys, from any and all claims, demands, actions, interests, judgments, and executions which arise from or relate to the matters at issue in the

RMCC Litigation. Further, the RMCC Moy Toy Board and each of the undersigned individual members of the McClung-Guettler Group agree that no legal action shall be sought against COUD for matters arising from or relating to the ownership and operation of the LHWS prior to the date on which COUD assumes ownership and operation of the LHWS, and releases COUD, as well as its administrators, successors, assigns, employees, owners, directors, agents and attorneys, from any and all claims, demands, actions, interests, judgments, and executions which arise from or relate to the ownership or operation of the LHWS prior to the date on which COUD assumes ownership and operation of the LHWS.

C.5. Except for any action necessary to enforce this Ratification Agreement, the promises, assurances and representations made herein by the RMCC Moy Toy Board and the McClung-Guettler Group inure only to the benefit of COUD and shall not constitute or be construed as an admission, position, or statement that may be used in any litigation with any party and shall not be used for such purposes.

C.6. COUD represents that this Ratification Agreement satisfies the precondition set out in Paragraph D.7. of the Global Settlement Agreement in that it satisfies the intended purpose that COUD expressed resulting in the precondition generally described in said Paragraph.

D. REPRESENTATIONS AND WARRANTIES

By executing this Ratification Agreement, each of the Parties expressly warrants and represents as follows:

D.1. He or she is legally competent to execute this Ratification Agreement.

D.2. No promise or representation of any kind has been made, either expressly or implied, except that which is expressly stated in this Ratification Agreement.

D.3. The parties hereto have read and understand the terms of this Ratification Agreement are executing this Ratification Agreement freely and voluntarily and believe that entry of the Ratification Agreement is in their/its best interest.

E. ENFORCEMENT

The Parties agree that any enforcement of this Ratification Agreement shall be within the jurisdiction and authority of the Cumberland County Chancery Court. The Parties further agree and acknowledge that they shall have available to them all remedies available at law and equity to enforce the terms of this Ratification Agreement, including, but not limited to, the contempt

powers of the courts. The prevailing party in any such proceeding shall be entitled to the Court's order for payment of attorney's fees, costs and expenses.

F. COUNTERPARTS

This Ratification Agreement may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document. Signatures delivered by email in PDF format or facsimile shall be effective.

*[Remainder of Page Intentionally Blank]
[Signatures Appear on Following Pages]*

EXECUTED BY:

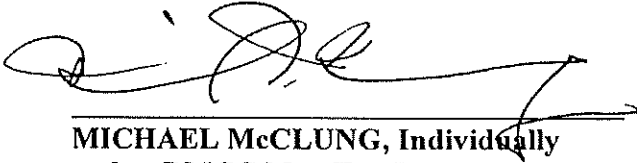
CRAB ORCHARD UTILITY DISTRICT:

By: _____

Printed Name: _____

Title: _____, Board of Crab Orchard Utility District

MCCLUNG-GUETTLER GROUP:



**MICHAEL McCLUNG, Individually
and as RMCC Moy Toy Board Member**



**PHILLIN GUETTLER, Individually
and as RMCC Moy Toy Board Member**



**DARREN GUETTLER, Individually
and as RMCC Moy Toy Board Member**

Receivership Management, Inc.

510 Medical Drive, Suite 490, Madison, Tennessee 37115 (615) 370-0051 Fax (615) 373-4336

NOTICE OF HEARING

Name
Address
City, State, ZIP

Re: Notice of Hearing on Second Modified Receivership Plan

Dear *Name*:

Receivership Management, Inc. is the Receiver operating the Laurel Hills Water System, as appointed by the Chancery Court of Cumberland County, Tennessee. You are receiving this notice because you are a listed customer of the Laurel Hills Water System

The Receiver has filed a motion to approve its Second Modified Receivership Plan. This motion is scheduled to be heard in the Cumberland County Chancery Court on June 19, 2019 at 9:00 a.m. The Cumberland County Chancery Court is located at 60 Justice Center Drive, Crossville, Tennessee.

The Receiver's Second Modified Receivership Plan is the execution and fulfillment of a Global Settlement Agreement. Parties to the Global Settlement Agreement are Moy Toy, Inc., the Laurel Hills Condominiums Property Owners Association, the Crab Orchard Utility District, the Consumer Advocate Unit of the Financial Division of the Office of the Tennessee Attorney General, the Laurel Hills Water System, in Receivership, Receivership Management, Inc., the Tennessee Public Utility Commission, and Mr. Michael Buford. This Global Settlement is intended to resolve ownership and operational disputes, as well as provide funding for the repair and improvement of the water system. If approved, the Crab Orchard Utility District will operate and own the Laurel Hills Water System. The Receiver intends to recommend to the Chancery Court approval of the Global Settlement Agreement.

A copy of the Receiver's Second Modified Receivership Plan, which contains the Global Settlement Agreement, will be posted to the website: www.receivermgmt.com.

Questions regarding this notice may be directed to Everett Sinor, counsel for Receivership Management, Inc., at 615.969.9027.

