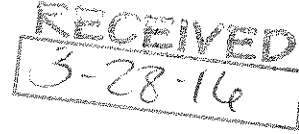


G. EVERETT SINOR, JR.  
Attorney at Law

March 23, 2016



The Honorable Sue Tollett  
Clerk and Master  
Cumberland County Chancery Court  
60 Justice Center Drive, Suite 226  
Crossville, Tennessee 38555

RE: Tennessee Regulatory Authority v. Laurel Hills Condominiums Property  
Owners Association, Docket No. 2012-CH-560

VIA UNITED STATES FIRST CLASS MAILS

Dear Ms. Tollett:

Please find enclosed herewith the following:

1. The Receiver's Third Report and Motion for Approval of Fees and Expenses and Interim Taxation of Costs; and,
2. A proposed Order Granting the Receiver's Motion.

Please return to me a copy of these documents, once stamped filed with your office, in the self-addressed, stamped envelope. Thanking you for your consideration of this matter, I remain,

Yours sincerely,

A handwritten signature in black ink, appearing to read "G. Sinor, Jr.", written over a printed name and title.

G. Everett Sinor, Jr. (BPR #017564)  
Attorney at Law

Enclosures

cc: Receivership Management, Inc.  
Shiva K. Bozarth, Esq.  
Donald Scholes, Esq. and Benjamin Gastel, Esq.  
Melanie Davis, Esq.  
Vance Broemel, Esq.  
Roger York, Esq.

Handwritten notes in black ink, including the date "3/21/16" and a signature that appears to be "G. Sinor, Jr.".

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

TENNESSEE REGULATORY AUTHORITY )

Petitioner, )

v. )

LAUREL HILLS CONDOMINIUMS )  
PROPERTY OWNERS ASSOCIATION )

Respondent. )

No. 2012-CH-560  
Chancellor Thurman

Date 3-28 FILED 2016 at 3:45 PM  
Entered: \_\_\_\_\_  
SUE TOLLETT, CLERK & MASTER  
Cumberland County, Crossville, TN  
BY LT

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RECEIVER'S THIRD REPORT AND MOTION FOR APPROVAL OF FEES AND  
EXPENSES AND INTERIM TAXATION OF COSTS

---

Robert E. Moore, Jr., Attorney and Chief Operations Officer of Receivership Management, Inc. [hereinafter the Receiver], the court appointed Receiver of the Laurel Hills water system [hereinafter the "LHWS"] previously controlled by Laurel Hills Condominiums Property Owners Association [hereinafter the "Laurel Hills Condominiums POA"], submits the Receiver's Third Report and moves this Honorable Court for an order approving the fees and expenses presented for payment by the Receiver, and for an interim taxation of costs.

1. On October 26, 2015, the Plaintiff, the Tennessee Regulatory Authority [hereinafter the "TRA" or the "Authority"] filed a Motion for Appointment of Receiver in the above-styled action. Said motion was granted that same day, and, pursuant to Tenn. Code Ann. §§ 65-3-105 and 29-1-101, the Court appointed Receivership Management, Inc. as Receiver of the Laurel Hills Water System by order dated October 26, 2015.

2. The Receiver filed its first report with the Cumberland County Clerk and Master on December 12, 2015, in which it provided the Court with financial and operational

information for the LHWS, summarized the Receiver's activities regarding the system, and detailed some of the legal issues involving control of the water system properties in question. The Receiver filed its second report with the Cumberland County Clerk and Master on February 24, 2016, in which it provided the Court with additional financial and operational information, summarized the Receiver's activities regarding the system, and detailed some of the continuing legal issues involving control of the water system properties in question.

### **Receiver's Activity Report & Operational Status of the LHWS**

3. Since the filing of these reports, representatives of the Receiver, Robert E. Moore, Jr. and G. Everett Sinor, Jr., have focused on the basic operations of the system, and dealing with the numerous administrative issues that have arisen surrounding this receivership.

4. During the week of February 14-20, 2016, there was a major leak in the LHWS which resulted in a significant lack of water pressure to the LHWS customers. It took approximately 5-6 days to locate and then fix the leak and restore adequate water pressure for LHWS customers. No water had come to the top of the ground, and so the LHWS's contract engineer, Mr. Gerald Williams, was forced to use a listening device over the main water line to find the leak. The leak was found near the Renegade Mountain Parkway on the main water line pretty high on the mountain about a quarter (1/4) mile from the backside of the tank. Mr. Williams believes that the leak was caused by bad weather, as a week before the leak occurred, the temperature had fallen down into single digits. The main line at that point is eight (8) inches in diameter and is a cast iron line. As is typical of weather related breaks of cast iron lines, the break was a complete break, breaking the line in two (2). Mr. Williams estimates that the line was leaking approximately thirty (30) gallons a minute, or basically the entire amount of water in the

system. Four (4) customers were completely out of water, and water pressure was greatly reduced for the rest of the LHWS customers.

5. On Tuesday, March 8, 2016, the Eagle's Nest development pipe was tapped onto the LHWS main water line. However, on Wednesday, March 9, 2016, counsel for Moy Toy, LLC sent a letter to counsel for Eagle's Nest, providing notice that "Moy Toy is concerned that Eagle's Nest's plan exceeds the scope of the easement". The letter further provided that "before ... dig[ging] on any of Moy Toy's property, Eagles Nest needs to provide Moy Toy with detailed plans and assurance of indemnification, insurance, properly qualified labor, adequate materials, and assurance that roadways will not be blocked and will remain accessible at all times." A copy of said letter is attached hereto as Exhibit A and is incorporated herein by reference. Though the tap was completed on March 8, 2016, there are still some engineering tests to complete before the valve is opened and water is available. Mr. Williams intends to put a meter at the one (1) completed house and is hopeful that all engineering tests will be completed so that water can be delivered by Monday, March 21, 2016.

6. Mr. John Moore, a resident on Renegade Mountain and a customer of the LHWS, met with Ms. Sinor in Nashville to discuss his concerns with the proposed rate that had been filed by the Receiver with the Authority. Since that meeting Mr. John Moore has filed two (2) separate letters with the Authority formally expressing that concern. A copy of both letters is attached hereto as collective Exhibit B and is incorporated herein by reference. Mr. John Moore believes the proposed rate is too high a price for the LHWS customers to pay, and that many customers may discontinue payment if a new, significantly higher rate is instituted. The Receiver filed a general letter in support of LHWS customers with the Authority, dated March 11, 2016, in the Authority's show cause

actions against Laurel Hills Condominiums POA and Moy Toy, LLC. A copy of said letter is attached hereto as Exhibit C and is incorporated herein by reference.

7. Mr. Sinor also travelled to Cookeville, Tennessee to attend a motion hearing filed by the Authority entitled a Motion for Clarification. As the Court is aware, Mr. Shiva Bozarth with the Authority and Ms. Erin Merrick and Mr. Vance Broemel with the Consumer Advocate Division of the Attorney General and Reporter's Office [hereinafter the "Attorney General"] were in attendance and gave argument on the Authority's motion.

8. The majority of Mr. Sinor and Mr. Robert Moore's time has been spent dealing with discovery and other issues in the emergency rate filing case that was filed by the Receiver on January 28, 2016.<sup>1</sup> A consistent issue running through much of the discovery and much of the dispute concerns the legal status of different components of the LHWS, as well as who ought properly to be burdened with the receivership costs and expense, which is discussed in more detail, *infra*. If the current LHWS customers bear all or a portion of the receivership costs and expenses, the necessary increase in water rates is significant. Public notice of the projected increase, as required by pertinent Authority rules and regulations, is being prepared at this time.

#### **Financial Information**

9. As previously reported, there are one hundred thirty (130) known current potential users within the service area of the system.<sup>2</sup> Of this amount, one hundred twenty-two (122) are customers currently receiving water service, who are invoiced \$33.10

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<sup>1</sup> A copy of that filing is contained in the Receiver's Second Report to this Court, filed on February 24, 2016, as Exhibit E.

<sup>2</sup> There are 8 known potential users (timeshare unit holders within the Laurel Hills POA) who are tapped into the LHWS and who are not being currently billed by the LHWS. The proposed new tariff/rate proposes that these 8 known potential users also be required to pay the new rate.

per month, consistent with the TRA applied rate.<sup>3</sup> There are five (5) LHWS customers who consistently do not pay their water bill. As of February 29, 2016, there was an accounts receivable balance of \$1556.10. A copy of the Accounts Receivable Aging Summary, calculated as of the end of February, 2016, is attached hereto as Exhibit D and is incorporated herein by reference.

10. On a cash basis, LHWS had a net loss in January 2015 of \$1035.63, and a net gain in February of 2016 of \$730.01. See Collective Exhibit E, attached hereto and incorporated herein by reference. As of February 29, 2016, LHWS had \$7295.22 in its main operating account. See Collective Exhibit E, attached hereto and incorporated herein by reference.

#### **Emergency Rate Petition Filed with the Authority**

11. As indicated above, there has been a considerable amount of time spent by the Receiver dealing with discovery and other issues in the emergency rate filing case that was filed by the Receiver on January 28, 2016. That matter is currently scheduled to be heard on April 11, 2016 before the Authority.

12. As previously reported, three (3) different proposed revised tariff sheets were prepared and submitted with the petition for emergency relief. The three (3) proposed revised tariff sheets differ in the manner in which the LHWS receivership costs are recouped by the Authority. For a more complete and thorough explanation of the Receiver's petition for emergency relief, reference is made to the full petition attached to the Receiver's Second Report.

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<sup>3</sup> This figure includes 38 individual users who are each individually billed, as well as the Cumberland Pointe Condominium Association, which is billed and which pays for each of its 84 condominium units. This figure does not include timeshare unit holders within the Laurel Hills POA, who are the 8 known potential users referenced above.

13. Opposition to the emergency petition filed by the Receiver has been raised by the customers of the LHWS, as well as the Attorney General. Of particular concern are receivership costs and expenses. The Attorney General appears to be of the opinion that such receivership costs and expenses should not be borne by customers of LHWS. The Authority appears to be of the opinion that the LHWS customers should bear the burden of those costs, as other water system customers bear the burden of the management of their own water systems. The discovery requests propounded by the Attorney General to the Authority and the Receiver consistently seek information on this topic.

**Ownership and Control of Water System Properties in Question**

14. It has now been over four and a half (4½) months since the institution of this receivership. Yet, as of this date, **the Receiver has still not been given ownership and control of the entire LHWS**, contrary to the settlement agreement between the parties to this action [hereinafter the "Settlement Agreement"]. In particular, the items delineated in Schedule A of the Settlement Agreement have not been conveyed to the Receiver, contrary to Section II, paragraph (d) of said agreement. These include, among other items, the following: all LHWS water transmission lines, water service lines, water meters and valves, the pumping station, and all "general intangible rights related to the provision of water service." The failure of the Defendant, Laurel Hills Condominiums POA to fulfill its obligations under its settlement agreement with the Authority is frustrating the efforts of the Receiver to rehabilitate the LHWS and operate the water system as intended.

15. Since the filing of the Receiver's second report, rights to the water tower and parcel have been conveyed to the Receiver, said rights having been conveyed on March 2, 2016 via a quitclaim deed.<sup>4</sup> A copy of said quitclaim deed is attached hereto as Exhibit F

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<sup>4</sup> Counsel for the Receiver received a quitclaim deed, dated February 3, 2016, from the TRA on February 25, 2016. Upon review, it was discovered that the "Sketch of Deed for Water Tank Site" was not included with the

and is incorporated herein by reference. Additionally, an irrevocable license has been executed by Moy Toy, LLC, conveying to Laurel Hills Condominiums POA certain licensure rights to the LHWS, including the ability to “use[] said land for the operation of a water distribution system consisting of all existing water transmission lines, water service lines, water meters, valves, pumping stations, and related appurtenances ...”. A copy of said irrevocable license agreement is attached hereto as Exhibit G and is incorporated herein by reference. It should be noted that the Attorney General has expressed concern that Laurel Hills Condominiums POA has not fully complied with the Settlement Agreement with respect to the conveyance of the water tower and parcel. Specifically, the Attorney General is concerned that only the water tower parcel, and not the water tower itself, have been conveyed to the Receiver.

16. Of particular concern to the Receiver is that the property rights granted to the Receiver under the Settlement Agreement would only appear to grant the Receiver rights to the system in its current state. In other words, there does not appear to be a contemplation that the system can add new customers and undeveloped lots are developed. A meeting has been scheduled for March 23, 2016 with representatives from the Attorney General’s office, as well as representatives from the Authority to discuss the optimal way to move forward. More information in this regard will be provided in the Receiver’s plan of receivership once filed.

#### **Plan of Receivership and Accounting**

17. The October 26, 2015 Order Appointing Receiver [hereinafter the “October 26<sup>th</sup> Order”] entered in the above-styled action provides that the Receiver shall “make an

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original quitclaim deed provided to the Receiver, even though said “Sketch of Deed for Water Tank Site” had been included with the foreclosure deed when Moy Toy, LLC foreclosed on the property in 2014. This was brought to the attention of a representative of Moy Toy, LLC, who permitted the Receiver to include said “Sketch of Deed for Water Tank Site” with the quitclaim deed on March 2, 2016.



accounting to the Court no less frequently than semi-annually. The report shall include the Receiver's opinion as to the likelihood that additional action under T.C.A. § 65-3-105 and/or §§ 29-1-101, *et seq.*, will be necessary".<sup>5</sup> In its next report, the Receiver anticipates providing to the Court such an accounting, along with its opinion as to the likelihood that additional action under the cited statutes will be necessary.

18. The October 26<sup>th</sup> Order further provides that the Receiver "shall prepare a plan" if it determines "that reorganization, consolidation, conversion, merger, dissolution, liquidation or other transformation of Laurel Hills' water system is appropriate."<sup>6</sup> In its next report, the Receiver anticipates providing to the Court such a plan, so as to provide the Court with the Receiver's recommendation as to how the receivership should proceed.

#### **Fees and Expenses of Receiver**

19. Pursuant to the October 26<sup>th</sup> Order, compensation for the Receiver is payable from funds or assets of the LHWS, if such funds are available. If the funds or assets of the LHWS are not available to pay Receivership fees and costs, then those fees and costs are to be taxed as interim court costs to be paid by the Authority. The Receiver is to submit invoices to the Authority on a monthly basis for approval. These invoices are reviewed and paid after approval of the Authority and the Court, through interim taxation of costs, if necessary.<sup>7</sup>

20. As shown in Collective Exhibit H, attached hereto and incorporated herein by reference, Mr. Robert E. Moore, Jr, Chief Operations Officer of the Receiver, and other persons at RMI, including Mr. Cody Smith, Mr. Billy Spaulding and Ms. Jere Cowan, performed work for this Receivership for the period of January 1, 2016 through January 31,

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<sup>5</sup> Order Appointing Receiver, entered October 26, 2015, at ¶ 12, p. 5.

<sup>6</sup> Order Appointing Receiver, entered October 26, 2015, at ¶ 15, p. 6.

<sup>7</sup> Order Appointing Receiver, entered October 26, 2015, at ¶ 10, p. 4-5.

2016 in the amount of \$2593.42.<sup>8</sup> Those working on contract for the Receiver under Mr. Moore (Mr. Sinor) have performed work for the Receivership and have incurred fees and expenses as shown in Collective Exhibit H for the period January 1, 2016 through January 31, 2016 in the amount of \$6265.39.

21. As further shown in Collective Exhibit H, Mr. Robert E. Moore, Jr, Chief Operations Officer of the Receiver, and other persons at RMI, including Mr. Cody Smith, Mr. Billy Spaulding, Ms. Jeanne Bryant and Ms. Jere Cowan, performed work for this Receivership for the period of February 1, 2016 through February 29, 2016 in the amount of \$2182.49.<sup>9</sup> Those working on contract for the Receiver under Mr. Moore (Mr. Sinor) have performed work for the Receivership and have incurred fees and expenses as shown in Collective Exhibit H for the period February 1, 2016 through February 29, 2016 in the amount of \$4056.74.

22. The Authority has determined these fees, costs and expenses to be reasonable, appropriate and necessary for the services rendered for the Receivership, and, thus, these fees, costs and expenses have been approved for payment by the Authority. *See* Affidavit of Shiva K. Bozarth, Chief Counsel, Compliance Division for the Tennessee Regulatory Authority, attached hereto as Exhibit I and incorporated herein by reference; *see also* Affidavit of Robert E. Moore, Jr., attached hereto as Exhibit J and incorporated herein by reference.

23. The billings so reviewed, and for which Court approval is sought, are as follows:

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<sup>8</sup> This figure includes normal overhead and operating costs and expenses, charged by Receivership Management, Inc., for the period of January 1, 2016 through January 31, 2016, which total \$310.80.

<sup>9</sup> This figure includes normal overhead and operating costs and expenses, charged by Receivership Management, Inc., for the period of February 1, 2016 through February 29, 2016, which total \$296.10.

- a. Invoices for Robert E. Moore, Jr. and others at the Receiver for January of 2016:  
\$2593.42
- b. Invoices for those working under Mr. Moore for January of 2016: \$6265.39
- c. Invoices for Robert E. Moore, Jr. and others at the Receiver for February of 2016:  
\$2182.49
- d. Invoices for those working under Mr. Moore for February of 2016: \$4056.74

24. At present, and based upon initial review by the Receiver, there do not exist sufficient assets, over and above what is needed for operations of Laurel Hills Water System for the Laurel Hills Water System Receivership estate to pay the above-referenced fees and expenses. *See Moore Affidavit, Exhibit J.* Accordingly, as provided in the Court's October 26<sup>th</sup> Order, request is made for the interim taxation of costs to the Tennessee Regulatory Authority in the amount of those fees and expenses.

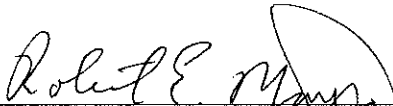
25. In the October 26<sup>th</sup> Order, a procedure is set forth in paragraph 10 whereby the Receiver submits to this Honorable Court for approval its fees and expenses. If no opposition is filed within ten (10) calendar days of the filing of this Motion, the Court shall order the approval of the fees and expenses and tax them as costs, if necessary, absent question raised by the Court upon its review. Submitted herewith is a proposed Order Granting Motion for Approval of Fees and Expenses and Interim Taxation of Costs for the Court's consideration if no opposition is filed.

**Motion for Approval of Fees and Expenses and Interim Taxation of Costs**

Accordingly, the Receiver respectfully **MOVES** this Court for an order approving the payment of fees and expenses as set forth in the aggregate amount of \$15,098.04, and further **MOVES** this Court to tax costs to the Authority on an interim basis in said aggregate amount.

Respectfully Submitted,

Laurel Hills Water System in Receivership

By: 

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

Chief Operations Officer

Receivership Management Inc.

1101 Kermit Drive, Suite 735

Nashville, Tennessee 37217

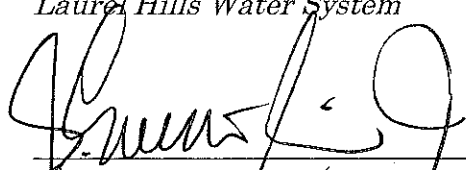
615-370-0051 (Phone)

615-373-4336 (Facsimile)

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)

Certificate of Service

The undersigned hereby certifies that a true and correct copy of the foregoing report and 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

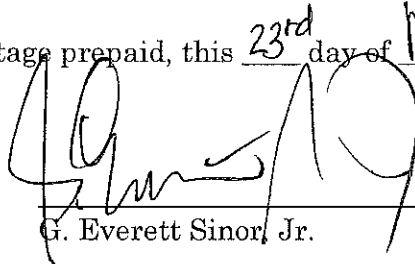
Donald Scholes, Esq.  
Benjamin Gastel, Esq.  
Branstetter, Stranch & Jennings  
Counsel for Laurel Hills Condominiums  
Property Owners Association  
223 Rosa L. Parks Boulevard, Suite 200  
Nashville, Tennessee 37203

Melanie Davis, Esq.  
Kizer & Black  
329 Cates Street  
Maryville, Tennessee 37801

Vance Broemel, 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 23<sup>rd</sup> day of March, 2016.

  
\_\_\_\_\_  
G. Everett Sinor, Jr.



# WOOLF-McCLANE

WOOLF, McCLANE, BRIGHT, ALLEN & CARPENTER, PLLC

ATTORNEYS

900 Riverview Tower | 900 S. Gay Street | Knoxville, TN 37902-1810

Mailing Address: Post Office Box 900 | Knoxville, TN 37901-0900

Phone: (865) 215-1000 | Fax: (865) 215-1001

www.wmbac.com

DALE C. ALLEN  
J. NICHOLAS ARNING, JR.  
HUGH B. BRIGHT, JR.  
LUIS C. BUSTAMANTE  
J. ERIC BUTLER  
W. KYLE CARPENTER  
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J. FORD LITTLE

GREGORY C. LOGUE  
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O. E. SCHOW, IV  
M. AARON SPENCER  
ROBERT L. VANCE  
LOUIS C. WOOLF (RETIRED)

March 9, 2016

**VIA FIRST CLASS MAIL & E-MAIL**

Melanie E. Davis, Esq.  
Kizer & Black  
329 Cates Street  
Maryville, TN 37801-4903

**Re: Eagles Nest Water Lines**

Dear Melanie:

I am sending you this correspondence as counsel for Eagles Nest, LLC ("Eagles Nest"). If you do not represent Eagle's Nest in the below discussed issue, please advise immediately and provide the proper contact information. Our client, Moy Toy, LLC ("Moy Toy"), has been informed that Eagles Nest intends to dig on Moy Toy's property to install water lines. Specifically, I've been told that Eagles Nest intends to dig across Renegade Mountain Parkway and parallel to Renegade Mountain Parkway. Although Moy Toy acknowledges the Order entered on July 24, 2006 granting Eagle's Nest ingress and egress of utilities over, under, and through Renegade Mountain Parkway, Moy Toy is concerned that Eagle's Nest's plan exceeds the scope of the easement.

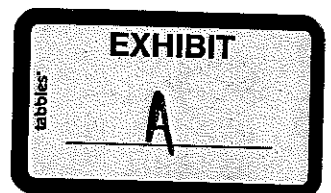
Further, before Eagle's Nest commences to dig on any of Moy Toy's property, Eagles Nest needs to provide Moy Toy with detailed plans and assurances of indemnification, insurance, properly qualified labor, adequate materials, and assurances that roadways will not be blocked and will remain accessible at all times.

If you have any questions or concerns, please feel free to contact me directly.

Sincerely yours,

  
Gregory C. Logue

LDH:dj  
023387.0002  
Enclosure



Melanie E. Davis, Esq.  
March 9, 2016  
Page 2

cc: Lindy D. Harris, Esq.  
Gerald Williams  
Robert E. Moore, Jr.

filed electronically in docket office on 02/26/16

John Moore  
848 Livingston Road  
Suite 101, #62  
Crossville, TN 38555

February 25, 2016

Tennessee Regulatory Authority  
Chairman Herbert Hilliard  
502 Deaderick Street  
4<sup>th</sup> Floor  
Nashville, TN 37243

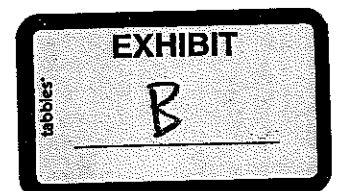
RE: Docket 16-00012 and 12-00077

Chairman Hilliard:

I am writing this correspondence on behalf of the more than 130 customers of the Laurel Hills Water System that currently serves Renegade Mountain in Cumberland County. As you are intimately aware, the Authority denied a CCN to this entity under Docket 12-00030, approved a Receivership Agreement under Docket 12-00077 and is now being asked by the Receiver to approve rates in excess of \$100 per month in Docket 16-00012. Both the Tennessee Regulatory Authority (TRA) Compliance Division and the Consumer Advocate Division (CAD) have requested the "customers" define their position on challenging the rates for water service recommended by the Receiver in TRA Docket 16-00012.

We "Customers" and the Consumer Advocate Division were allowed to intervene in Docket 12-00030 and after spending in excess of \$28,000 in legal fees to do so, the "Customers", and subsequently the Consumer Advocate Division, were not allowed to intervene in Docket 12-00077 (Penalty Phase). On August 17, 2015, I wrote a letter to the TRA objecting to the standing policy of not allowing any group (Customers, CAD or anyone else) being allowed to intervene in Docket 12-00077, or to represent the interests of the users/rate payers (copy attached). At that time, we were told that intervening was not necessary as "nothing in this docket would affect the rate payers or their rates", yet here we are in Docket 16-00012 being asked to accept rate increases arising from the deficient Settlement Agreement negotiated in Docket 12-00077.

Unfortunately, several of the issues addressed in my August 17<sup>th</sup> letter have now come to fruition. Laurel Hills turned over the water system to the Receiver in shambles with significant outstanding vendor balances and with leaks totaling over 50% of the system's volume. To make matters even worse, the Authority relied on a promise by Laurel Hills to have another legal entity (Moy Toy, LLC), turn over the integral water tower to the Receiver, which to no one's surprise, did not happen. Had the Customers and/or the CAD been allowed to intervene in Docket 12-00077, it is very likely that these (and other) issues would have been exposed and addressed.





The Receiver, as part of the April 11, 2016 TRA session, in Docket 16-00012, has proposed emergency rate increases in excess of \$100 per month for each customer. They are asking the Authority to approve this rate increase to cover the water system's operation, to include the outstanding vendor debts, leak repair expense and legal bills associated with the flawed Settlement Agreement. The money that should have been used by Laurel Hills to remedy these deficiencies was obviously "milked" by the owners in the months leading up to the execution of the Settlement Agreement. This is confirmed in the Receiver's Petition (Footnote 4). Finally, the terms of the water tower transfer were vehemently opposed by the County Government, our State Representative and State Senator, at a time when the "Customers" desperately needed their support and assistance. As a result of all of the above, the water system's receivership and transfer process has become a quagmire of problems and costs. Most, if not all of these issues would have been addressed if the Customers, and/or the CAD, and/or anyone else were allowed to intervene in Docket 12-00077 to represent the rate payer's interests. In the absence of such representation, we, the "Customers" are now being asked to pay for these unnecessary costs through dramatically higher water rates, the exact point addressed in my August 17, 2015 letter.

To readdress these issues, the Authority has recently reopened Docket 12-00077, Show Cause Action against Laurel Hills, and it is understood that, again, the Customers, CAD or anyone else won't be allowed to intervene in the "redo" to represent the rate payers and their interests. It is the opinion of the Customers that Laurel Hills, through fines and penalties assessed in Docket 12-00077, should be held accountable for the Settlement Agreement quagmire it caused. This should include the costs and legal costs to make it whole, and that these costs to "get it right" should not be placed on the backs of the rate payers, especially since everyone was denied the ability to participate in the process. Regarding proposed water rates, on numerous occasions water rates were officially and unofficially calculated in the past, and in each instance, the appropriate rate has fallen somewhere between the \$40-\$45 range. We completely understand that we have a financial responsibility in this matter as well and are prepared for a reasonable rate increase as documented by actual water system operating costs.

While most of the line item costs filed by the Receiver in Docket 16-00012 are very reasonable, others are not. For instance, the \$2000 per month for water leak repairs (\$15.38/month) is very extreme. At times, we go 4-6 months without a leak in the system, and even a major leak equivocates to around a \$1000 repair. Another issue is the \$8000 per month management fee put forth by the Receiver. No one desires to deny the Receiver a fair profit, but the Receiver, like any other entity coming before the Authority should be required to document and prove why management fees are sixty (60) percent of the total proposed operating budget for a small water distribution system.

Renegade Mountain has added 38 new fulltime families since 2011, six in the last five months. New construction is now occurring and three new customers have been added to the water system. A proposed water rate in excess of \$100 would bring all this progress to a screeching halt, as well as reenergize the well drilling option for current customers. For all of the reasons cited above, the Customers request that the Consumer Advocate Division intervene on their behalf in TRA Docket 16-00012.

Finally, the solution to our 40 year old water system problem is relatively simplistic. Crab Orchard Utility District (COUD), the only real viable long term solution, has expressed an interest in taking the system if

1) asked to do so by the State and 2) is given some amount of financial assistance to repair the system and 3) is given some guarantee of assistance in case of a catastrophic expense being incurred. COUD knows exactly how to fix, upgrade, operate and integrate the Renegade system into the larger Utility District, will work with local governments and can deliver water to the residents of Renegade Mountain in a most effective and cost efficient manner due to their experience and economy of scale. We understand that this solution is "outside the box" and would require interagency cooperation, but that is what is demanded in this case, as we turn to our State and elected officials for dire assistance.

On behalf of the Customers, I stand ready to answer any further questions, or participate in any manner necessary to find a resolution to this 40 year old issue. I respectfully request that these comments be entered into TRA Docket 12-00077 and 16-00012.

Respectfully,



John Moore

attachment

Renegade Mountain Community Club  
848 Livingston Road  
Suite 101, #62 PMB  
Crossville, TN 38555

August 17, 2015

Tennessee Regulatory Authority  
500 Deadrick St., 4<sup>th</sup> Floor  
Nashville, TN

RE: Public Comments for Docket 12-00077 Hearing

Mr. Chairman:

The Renegade Mountain Community Club represents the interests of over 530 owners on Renegade Mountain as well as virtually all the customers of the Laurel Hills water system, now the subject of this hearing in Docket 12-00077.

First, let me say, on behalf of the vast majority of our members, thank you for being proactive and getting involved in and concluding Docket 12-00030. The TRA has professionally and responsively addressed the issues that we brought forth over three years ago after our water was turned off. Equally responsive to our needs in this docket was the Consumer Advocate Division (CAD), the further focus of this correspondence.

The CAD was absolutely an instrumental and necessary party to the proceedings in Docket 12-00030, but has been repeatedly denied intervention authority in the penalty phase, Docket 12-00077. This was, and remains a serious flaw in the system, especially when it comes to the users of a governed utility, and here are some examples

On April 22, 2015 Laurel Hills filed a motion with the TRA to revise the schedule in Docket 12-00077 to allow time to "explore new options". In that filing, Laurel Hills cited several potential plans involving the Renegade Mountain Community Club (RMCC) and another plan involving "another developer". As current President of the RMCC, I can assure you that no such plans were being "explored" and that most of that letter was simply not true. The problem was/is, that without intervening authority by the "customers" (denied by the TRA) or the Consumer Advocate Division (repeatedly denied by the TRA), there was absolutely no legal method available to object to this motion or even to point out the false statements contained therein. Secondly, there were obvious issues in the Proposed Settlement Agreement before you, some of which were amended, that greatly affect the customers of the Laurel Hills water system, but again, there was/is no legal method to object to any of these legitimate concerns... all additional parties were denied intervention authority.

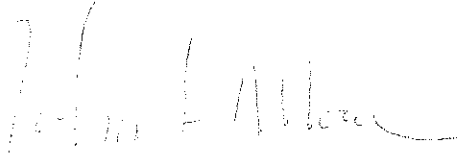
The customer's rights and the utility's responsibilities to its users, must be championed by someone during any TRA proceeding, in any docket, if not by third party interveners, then certainly by the Consumer Advocate Division. Will this make negotiations more difficult? Probably so, but the

consumer's rights and protections must be tantamount to any final decision. After all, they will be the ones most affected by the decision and will need to live with it for years to come. The bottom line is that the TRA needs to err on the side of the consumers/users and grant the Consumer Advocate Division intervention authority into all proceedings.

Again, without the assistance of the TRA, this critical water system would have gone another 42 years without resolution in regards to its user's needs; TRA intervention in this matter was absolutely critical to a final resolution.

I request that this correspondence be made a part of the public record in Docket 12-00077.

Regards,

A handwritten signature in cursive script, appearing to read "John Moore".

John Moore  
President

Filed electronically in  
TRA Docket Office  
03/09/2016

John Moore  
848 Livingston Road  
Suite 101, #62 PMB  
Crossville, TN 38555

March 9, 2016

Tennessee Regulatory Authority  
Chairman Herbert Hillard  
500 Deaderick St., 4<sup>th</sup> Floor  
Nashville, TN 37243

RE: Docket 12-00077 and 15-00118

Mr. Chairman:

I represent the interests of over 120 water customers currently being operated by Receivership Management Inc., operators of the Laurel Hills Water System. As you are aware, this water system was placed into voluntary receivership (Docket 12-00077) after the conclusion of the rate/CCN case (Docket 12-00030). Docket 12-00077 was initially closed, but then reopened after Laurel Hills and Moy Toy, LLC failed to fully execute the Receivership Agreement. Docket 15-00118 (Show Cause) was then subsequently opened against Moy Toy, LLC.

As part of the executed Receivership Agreement, the water tower and parcel were to be turned over to the Receiver, which we now understand has occurred. During the negotiation of the Agreement, Moy Toy, LLC placed a series of unusual and unacceptable restrictions on the use of the water tower which shall run with the land/deed. These restrictions include such items as no fencing, no structures, specific paint colors and lettering, etc. The Customers, as well as other officials and agencies attempted to relate the importance of transferring this asset without restriction, but neither we, nor the Consumer Advocate Division were allowed to intervene on behalf of the customers in docket 12-00077. This inability to intervene was harmful to the overall process, and was the subject of several other letters dispatched to the Authority for consideration.

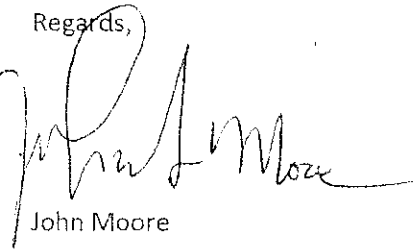
These restrictions are very onerous to the full, efficient and proper use of the tower and land, not only to the Customers, but to the Receiver, local municipalities and the water utility. I have asked officials from Cumberland County, Crab Orchard Utility District and Receivership Management to author their own specific objections to these restrictions under separate cover, but I can summarize some of the issues here. Obviously a fence is required for safety and security; obviously some sort of structure is required to house pumps and generators; and I would suspect that the Receiver's ability to sell the water system and/or the likelihood of Crab Orchard Utility District taking and operating the water system, would be severely hampered by these onerous restrictions. In addition, the tower's elevation, approaching 3000', makes it an obvious location for placement of municipal emergency communications systems.

It has come to the Customer's attention that since dockets 12-00077 and 15-00118 remain open at this time, there is still a chance the Authority may act to rectify this situation on behalf of all parties. Since the Customers, or any other party, cannot intervene in these dockets, it is our intention to relate the importance of removing these restrictions through correspondence from all affected parties. Should the Customers elect to form a cooperative association to operate the water system, we too would find these restrictions very problematic. We strongly urge the Authority to reconsider revisiting and removing these critical deed restrictions while Dockets 12-00077 and 15-00118 remain open.

Again, without the assistance of the TRA, this critical water system would have gone another 42 years without resolution in regards to its user's needs, however TRA intervention in this matter is absolutely critical to any final resolution of the water system.

I request that this correspondence be made a part of the public record in Docket 12-00077 and 15-00118.

Regards,

A handwritten signature in black ink, appearing to read "John Moore". The signature is written in a cursive style with a long horizontal flourish at the end.

John Moore  
The Customers

11  
March 10, 2016

Tennessee Regulatory Authority  
502 Deaderick Street  
Nashville, Tennessee 37243

RE: *Letter in Support of Laurel Hills Water Service Customers*

TO BE FILED ELECTRONICALLY IN DOCKET NOS. 12-00077 & 15-00118

Ladies and Gentlemen:

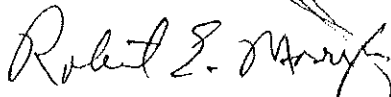
As you know, the Laurel Hills Water System [hereinafter the "Water System"] has been placed into receivership by order of the Cumberland County Chancery Court, dated October 26, 2015. The previous owners and operators of the Water System, Laurel Hills Condominiums Property Owners' Association, agreed to the placement of the Water System into receivership in a Settlement Agreement entered into with the Tennessee Regulatory Authority.

That Settlement Agreement provided for a number of conditions and/or restrictions to be placed upon the conveyance of the Water System's assets and use rights, some of which pertain to rights not related to the delivery of potable water to customers. The First Addendum to said Settlement Agreement specifically speaks to the ability of Cumberland County to utilize the water tower for E911 transmission purposes, which certainly bearing on the public's health.

The receivership estate was created to benefit the customers of the Water System, and the Receiver views its role in that light. Accordingly, the Receiver supports efforts to benefit the customers of the Water System and improve the public health of the community at large.

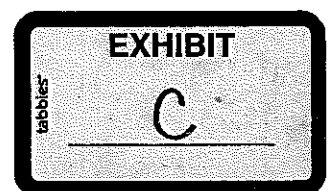
Thank you for your consideration of this matter.

Yours sincerely,



Robert E. Moore, Jr. (BPR #013600)  
Chief Operations Officer  
Receivership Management, Inc.  
Receiver for Laurel Hills Water System in Receivership

cc: John Moore

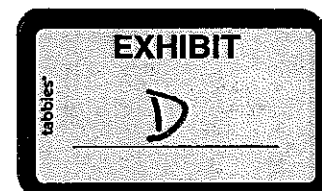


10:40 AM

03/10/16

Laurel Hills Condos In Receivership  
A/R Aging Summary  
As of February 29, 2016

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
[REDACTED]	0.00	33.10	0.00	0.00	0.00	33.10
[REDACTED]	0.00	33.10	33.10	33.10	33.10	132.40
[REDACTED]	0.00	33.10	0.00	0.00	0.00	33.10
[REDACTED]	0.00	33.10	33.10	33.10	33.10	132.40
[REDACTED]	0.00	33.10	33.10	0.00	0.00	66.20
[REDACTED]	0.00	33.10	0.00	0.00	0.00	33.10
[REDACTED]	0.00	33.10	33.10	33.10	529.60	628.90
[REDACTED]	0.00	33.10	33.10	0.00	0.00	66.20
[REDACTED]	0.00	33.10	33.10	33.10	33.10	132.40
[REDACTED]	0.00	0.00	0.00	0.00	298.30	298.30
TOTAL	0.00	297.90	198.60	132.40	927.20	1,556.10

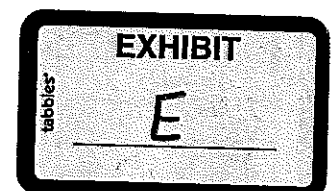




11:02 AM  
02/18/16  
Cash Basis

Laurel Hills Condos In Receivership  
Profit & Loss  
January 2016

	Jan 16
Ordinary Income/Expense	
Income	
Water Income	3,806.50
Total Income	3,806.50
Gross Profit	3,806.50
Expense	
Contract Labor	1,000.00
Bank Service Charges	0.00
Accounting Services	600.00
Utilities	
Water	2,684.79
Electric	557.34
Total Utilities	3,242.13
Total Expense	4,842.13
Net Ordinary Income	-1,035.63
Net Income	-1,035.63



10:24 AM  
03/10/16  
Cash Basis

**Laurel Hills Condos In Receivership**  
**Profit & Loss**  
February 2016

---

	Feb 16
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
Water Income	3,972.00
<b>Total Income</b>	3,972.00
<b>Gross Profit</b>	3,972.00
<b>Expense</b>	
Water Testing	201.00
Bank Service Charges	12.00
Recording & Title Fees	49.00
<b>Utilities</b>	
Water	2,970.59
Electric	9.40
<b>Total Utilities</b>	2,979.99
<b>Total Expense</b>	3,241.99
<b>Net Ordinary Income</b>	730.01
<b>Net Income</b>	730.01

LAUREL HILLS WATER DISTRICT  
REGIONS BANK ACCOUNT 232618611

2/29/2016

OPERATING BANK ACCOUNT

	<u>BALANCE PER BANK STMT</u>	<u>BALANCE PER GENERAL LEDGER</u>
END OF MONTH AC 232618611	7,356.22	7,295.22
END OF MONTH AC 232618638	(12.00)	
OUTSTANDING CHECKS	(49.00)	

7,295.22                      7,295.22

16-Mar-16  
01:18 PM

OUTSTANDING CHECKS

1012                      49.00

49.00



**Regions Bank**  
 Brentwood  
 329 Franklin RD  
 Brentwood, TN 37027

LAUREL HILLS CONDO POA IN RECEIVERSHIP  
 783 OLD HICKORY BLVD STE 255  
 BRENTWOOD TN 37027-4508

ACCOUNT # 0232618611

Cycle 053  
 Enclosures 26  
 Page 0  
 1 of 2

**LIFEGREEN BUSINESS CHECKING**  
 January 30, 2016 through February 29, 2016

**SUMMARY**

<b>Beginning Balance</b>	<b>\$6,532.11</b>		<b>Minimum Balance</b>	<b>\$3,946</b>
Deposits & Credits	\$4,005.10	+	Average Balance	\$6,706
Withdrawals	\$0.00	-		
Fees	\$0.00	-		
Automatic Transfers	\$0.00	+		
Checks	\$3,180.99	-		
<b>Ending Balance</b>	<b>\$7,356.22</b>			

**DEPOSITS & CREDITS**

02/01	Deposit - Thank You	66.20
02/08	Deposit - Thank You	132.40
02/12	Deposit - Thank You	397.20
02/19	Deposit - Thank You	3,243.80
02/24	Deposit - Thank You	165.50
Total Deposits & Credits		<b>\$4,005.10</b>

**CHECKS**

<u>Date</u>	<u>Check No.</u>	<u>Amount</u>	<u>Date</u>	<u>Check No.</u>	<u>Amount</u>
02/09	1009	9.40	02/17	1011	2,970.59
02/08	1010	201.00			
Total Checks					<b>\$3,180.99</b>

\* Break In Check Number Sequence.

**DAILY BALANCE SUMMARY**

<u>Date</u>	<u>Balance</u>	<u>Date</u>	<u>Balance</u>	<u>Date</u>	<u>Balance</u>
02/01	6,598.31	02/12	6,917.51	02/24	7,356.22
02/08	6,529.71	02/17	3,946.92		
02/09	6,520.31	02/19	7,190.72		

**You may request account disclosures containing terms, fees, and rate information (if applicable) for your account by contacting any Regions office.**

## Easy Steps to Balance Your Account

### Checking Account

1.	Write here the amount shown on statement for <b>ENDING BALANCE</b>	\$
2.	Enter any deposits which have not been credited on this statement.	\$ +
3.	Total lines 1 & 2	\$ =
4.	Enter total from 4a (column on right side of page)	\$ -
5.	Subtract line 4 from line 3. This should be your checkbook balance.	\$ =

4a List any checks, payments, transfers or other withdrawals from your account that are not on this statement.

Check No.	Amount
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Total	\$
Enter in Line 4 at Left	

The law requires you to use "reasonable care and promptness" in examining your bank statement and any checks sent with it and to report to the Bank an unauthorized signature (i.e., a forgery), any alteration of a check, or any unauthorized endorsement. You must report any forged signatures, alterations or forged endorsements to the Bank within the time periods specified under the Deposit Agreement. If you do not do this, the Bank will not be liable to you for the losses or claims arising from the forged signatures, forged endorsements or alterations. Please see the Deposit Agreement for further explanation of your responsibilities with regard to your statement and checks. A copy of our current Deposit Agreement may be requested at any of our branch locations.

**Summary of Our Error Resolution Procedures**  
**In Case of Errors or Questions About Your Electronic Transfers**  
 Telephone us toll-free at 1-800-734-4667  
 or write us at  
 Regions Electronic Funds Transfer Services  
 Post Office Box 413  
 Birmingham, Alabama 35201

Please contact Regions as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on your statement. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number.
  - (2) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
  - (3) Tell us the dollar amount of the suspected error.
- If you tell us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question (ninety (90) days for POS transactions or for transfers initiated outside of the United States). If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error. If, after the investigation, we determine that no bank error occurred, we will debit your account to the extent previously credited. If we ask you to put your complaint in writing and we do not receive it within ten (10) business days, we may not credit your account.

**New Accounts-** If an alleged error occurred within thirty (30) days after your first deposit to your account was made, we may have up to ninety (90) days to investigate your complaint, provided we credit your account within twenty (20) business days for the amount you think is in error. If we decide there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

**FOR QUESTIONS CONCERNING THIS STATEMENT OR FOR VERIFICATION OF A PREAUTHORIZED DEPOSIT, PLEASE CALL THE PHONE NUMBER ON THE REVERSE SIDE OF THIS STATEMENT OR VISIT YOUR NEAREST REGIONS LOCATION.**

ADJ - Adjustment	RI - Return Item	CR - Credit	SC - Service Charge	OD - Overdrawn
EB - Electronic Banking	NSF - Nonsufficient Funds	APY - Annual Percentage Yield	FWT - Federal Withholding Tax	*Break in Number Sequence



**Regions Bank**  
 Brentwood  
 329 Franklin RD  
 Brentwood, TN 37027

LAUREL HILLS CONDO POA IN RECEIVERSHIP  
 783 OLD HICKORY BLVD STE 255  
 BRENTWOOD TN 37027-4508

ACCOUNT # 0232618638

Cycle 053  
 Enclosures 26  
 Page 0  
 1 of 1

**BUSINESS MONEY MARKET**  
 January 30, 2016 through February 29, 2016

**SUMMARY**

<b>Beginning Balance</b>	<b>\$12.00 -</b>	Minimum Balance	\$12 -
Deposits & Credits	\$0.00 +	Average Balance	\$12 -
Withdrawals	\$0.00 -		
Fees	\$0.00 -		
Automatic Transfers	\$0.00 +		
Checks	\$0.00 -		
<b>Ending Balance</b>	<b>\$12.00 -</b>		

**You may request account disclosures containing terms, fees, and rate information (if applicable) for your account by contacting any Regions office.**

For all your banking needs, please call 1-800-REGIONS (734-4667), or visit us on the Internet at [www.regions.com](http://www.regions.com).

Thank You For Banking With Regions!

OWNER/RESPONSIBLE TAXPAYER:  
RECEIVESHIP MANAGEMENT, INC.  
783 Old Hickory Boulevard – Suite 255  
Brentwood, TN 37027-4508

THIS INSTRUMENT PREPARED BY:  
Tennessee Valley Title Insurance Co.  
800 S. Gay Street, Suite 1700  
Knoxville, TN 37929  
File No. 96729 (JHH)

Map 141, Parcel 056.01

### QUITCLAIM DEED

THIS INDENTURE made this 3rd day of February, 2016, between MOY TOY, LLC, a Tennessee limited liability company, Grantor, and RECEIVERSHIP MANAGEMENT, INC., a Tennessee corporation, as Receiver of Laurel Hills Water System, Grantee:

### WITNESSETH:

THAT SAID GRANTOR, for in and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration, to it in hand paid by said Grantee, the receipt of which is hereby acknowledged, has bargained, sold, remised, released and QUITCLAIMED, and does by these presents sell, remise, release and QUITCLAIM unto Grantee, all of Grantor's right, title and interest in and to the following described premises (the "Property"), to-wit:

(SEE PROPERTY DESCRIPTION ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF)

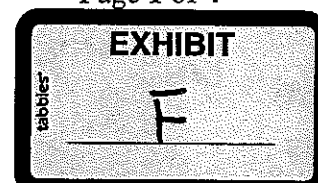
BEING the same property conveyed to Moy Toy, LLC, by Warranty Deed (In Lieu of Foreclosure) from Laurel Hills Condominiums Property Owners Association, dated February 25, 2014, and recorded in Book 1427, page 58, in the Cumberland County Register's Office.

and all the estate, right, title and interest of Grantor therein, with the hereditaments and appurtenances thereto appertaining, hereby releasing all claims therein to the said Grantee, its successors and assigns forever.

### Restrictions

This conveyance is made subject to the following restrictions which shall run with the land:

1. The Property shall be used for water utility purposes only. If the water tower now located on the Property or any replacement thereof is abandoned, ceases to be used for water utility purposes (provided the Grantee is not obligated to utilize the water



tower in its current condition for utility operations until it is reconditioned and connected to the water system), or ceases to be used as part of the Renegade Mountain Water System, title to the Property shall automatically revert to Grantor or its designated successor or assign.

2. Grantee shall maintain the Property, keeping any grass regularly mowed and landscaping trimmed and neat.

3. No building or structure unrelated to utility purposes or 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.

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 Grantee. If the Grantee has the water tower repainted or constructs utility related 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 Grantor so as to allow for the installation, preservation or repainting of signage on the water tower as set out below.

#### **Reservation of Rights and Easements**

Grantor, for itself and its successors and assigns, hereby reserves the right of an easement to install and maintain an antenna and supporting appurtenances on top of the water tower now located on the Property and any replacement thereof. This easement shall include a right of ingress and egress over the Property to access the antenna. The antenna shall be of such design and construction as Grantor in its sole discretion shall determine.

In addition, Grantor, for itself and its successors and assigns, reserves an easement to install and maintain lighting to illuminate the water tower now located on the Property and any replacement thereof as well as an easement to keep and maintain a sign with the name "Renegade Mountain" or any successor name of the Renegade Mountain development thereon.

Whenever in this instrument a pronoun is used it shall be construed to represent either singular or plural, as the case may demand.



IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed as of the day and year first above written.

Moy Toy, LLC, a Tennessee limited liability company,

By: Renegade Florida, Limited, Managing Member

By: Renegade Florida Management, LLC,  
General Partner

By: [Signature]  
Phillip G. Guettler, Managing Member

STATE OF FLORIDA

COUNTY OF ST. LUCIE

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, PHILLIP G. GUETTLER, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Managing Member of a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker to execute this instrument on behalf of the maker.

WITNESS my hand and official seal at office this 3rd day of February, 2016.

My Commission Expires:



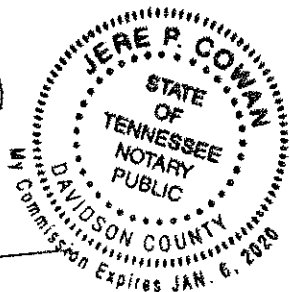
SHARON M. MORRIS  
MY COMMISSION # FF 138734  
EXPIRES: July 31, 2018  
Bonded Thru Budget Notary Services

[Signature]  
Notary Public

I hereby swear or affirm that the actual consideration of this transfer is \$ 50,00. Affiant [Signature]

Subscribed and sworn to before me this 29th day of February, 2016.

My Commission Expires: 1/6/2020



[Signature]  
Notary Public

28

EXHIBIT "A"

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, at 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, thru a central angel 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).

# RENEGADE MOUNTAIN Sketch of Deed for Water Tank Site

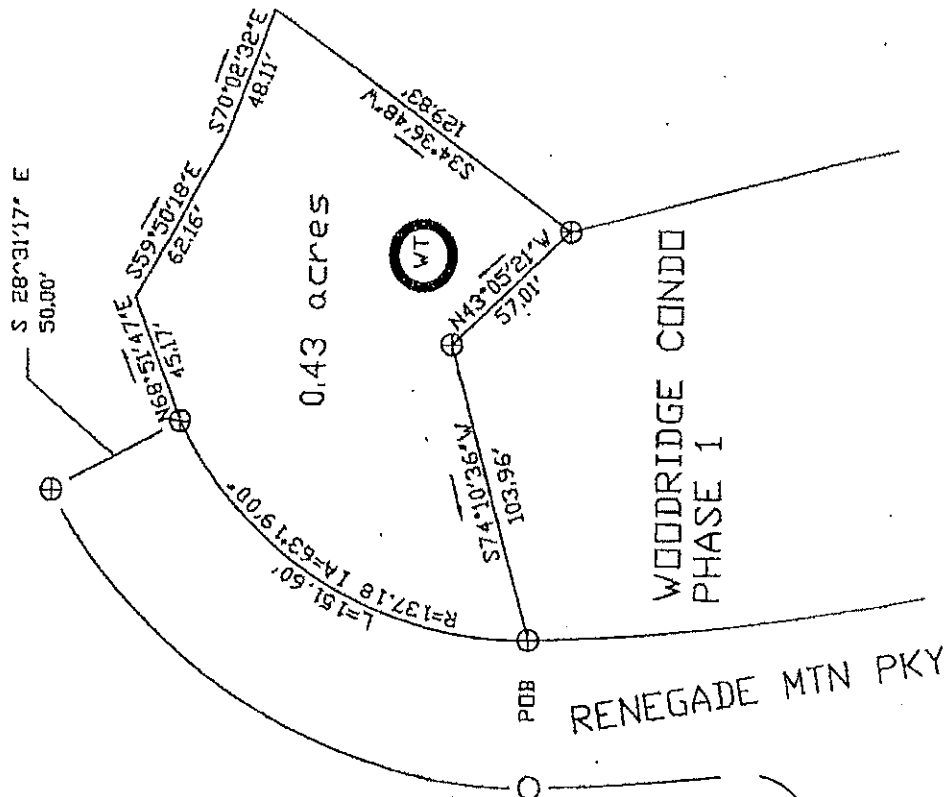
TENNESSEE GRID COORDINATE



SCALE IN FEET

31.05 PORTION

CUMBERLAND GARDENS ACQ. CORP.  
I.B. 311, P.G. 384



BK/PG: 1427/58-62  
14003077



5 PGS:AL-DEED	
BATCH: 79048	
03/24/2014 - 12:58:47 PM	
VALUE	200000.00
MORTGAGE TAX	0.00
TRANSFER TAX	740.00
RECORDING FEE	25.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	768.00

STATE OF TENNESSEE, CUMBERLAND COUNTY  
JUDY GRAHAM SWALLOWS  
REGISTER OF DEEDS

**IRREVOCABLE LICENSE AGREEMENT**  
**FOR EXISTING UTILITY PURPOSES**

THIS NON-EXCLUSIVE IRREVOCABLE LICENSE AGREEMENT is entered into this 3rd day of February, 2016, effective as of October 25, 2015 (the "Effective Date"), by and between **MOY TOY, LLC**, a Tennessee limited liability company (hereafter "**MOY TOY**") and **LAUREL HILLS CONDOMINIUM PROPERTY OWNER'S ASSOCIATION**, a Tennessee non-profit corporation, (hereafter "**LAUREL HILLS**").

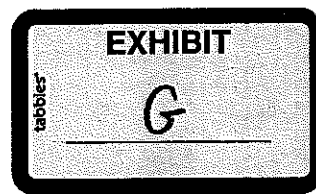
WHEREAS, **LAUREL HILLS** desires permission from **MOY TOY** to enter upon various lands and interests in lands owned or held by **MOY TOY** for utility purposes in connection with the operation of a water system in receivership; and

WHEREAS, **LAUREL HILLS** has requested that **MOY TOY** grant this Non-Exclusive Irrevocable License to utilize **MOY TOY'S** properties where **LAUREL HILLS'** utilities currently exist; and

WHEREAS, **MOY TOY** is willing to grant **LAUREL HILLS** this license for the purposes set forth herein, subject to certain terms and conditions, and

WHEREAS, this license agreement is intended to be fully transferable; and

WHEREAS, this Non-Exclusive Irrevocable License is being granted pursuant to that certain Settlement Agreement and Release by and between Laurel Hills Condominiums Property Owners Association, a Tennessee non-profit corporation, and the Tennessee Regulatory Authority, and specifically, the terms and conditions set out in Article II, Paragraph (f) on Page 4 thereof in order to ensure that whatever water lines, pipes, pump stations, and other water system related assets owned by **LAUREL HILLS** have a valid property right to



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remain in the location where they are found on the Effective Date of this license.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are made a part of this Non-Exclusive Irrevocable License Agreement by this reference.

2. **Grant of Permission.** MOY TOY hereby gives permission, irrevocable and interminable as hereinafter provided, to LAUREL HILLS to enter onto the lands or interests in lands of MOY TOY described below for the purpose of using said land for the operation of a water distribution system consisting of all existing water transmission lines, water service lines, water meters, valves, pumping stations, and related appurtenances, all on the terms and conditions herein set forth which LAUREL HILLS accepts and promises to comply and abide with.

3. **Description of Property.** The real property of MOY TOY that LAUREL HILLS is hereby permitted to enter and utilize is described as follows:

Those certain areas within the lands legally described in Exhibit "A", attached hereto, generally reserved as of the date of this license agreement for the location of existing utilities within rights of way, roadways, common areas, utility easements and the like.

4. **Permission Not Exclusive.** This permission is not exclusive to LAUREL HILLS, and LAUREL HILLS shall have the privilege hereunder only of occupying such portion of the above-described property at such locations where the water system is currently existing.

5. **No Nuisance On Premises.** LAUREL HILLS shall not perform or permit any of

LAUREL HILLS' representatives, agents, employees, contractors, successors, assigns, or any other person to perform any disorderly conduct or commit any nuisance on the property or to use the premises in any way so as to interfere with the exercise by the title owner thereof or other licensees or permittees of privileges which MOY TOY has itself or may give to others in the premises, including other utility providers. LAUREL HILLS shall at all times comply with all laws, codes, rules, and regulations, whether federal, state, county, or municipal, relating to or in any way regulating or applicable to LAUREL HILLS' use of the premises.

6. **Indemnification.** LAUREL HILLS shall exercise its privileges hereunder at its own risk. For so long as LAUREL HILLS or its successors or assigns own, operate, or maintain the water distribution system as described in this license, LAUREL HILLS, its representatives, agents, employees, contractors, successors, and assigns shall at all times hereafter, indemnify and hold harmless MOY TOY and its officers, representatives, agents, employees, contractors, successors, and assigns from and against all claims, damages, losses and expenses arising out of or relating to this license or any claim of liability or any other claim involving the water distribution system or arising out of the water distribution system's use of the irrevocable license described above, unless caused by Moy Toy's negligent or willful conduct.

7. **Insurance.** LAUREL HILLS shall at all times maintain policies of insurance in such amounts and for such coverages as are customary in the public utility industry beginning not later than February 28, 2017.

8. **Binding Effect.** All of the covenants, conditions and provisions of this license shall inure to the benefit of and be binding upon the parties hereto and their

respective successors and assigns.

9. **Modifications.** This license may not be modified, except in writing signed by the party against whom such modification is sought to be enforced.

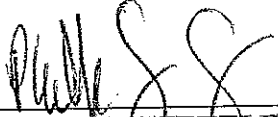
10. **Choice of Law.** This license shall be governed by the laws of the State of Tennessee.

11. **Transferability.** The license herein provided is fully transferable.

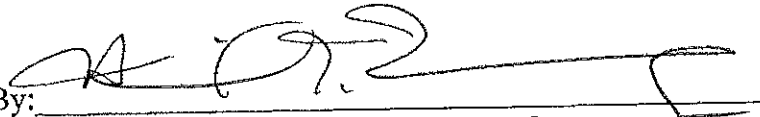
IN WITNESS WHEREOF, the parties hereto have executed this Non-Exclusive Revocable License Agreement as of the day and year first above written.

**SIGNATURES ON FOLLOWING PAGE**

MOY TOY, LLC, a Tennessee limited liability company,

By   
PHILLIP G. GUETTLER, Managing Member of  
RENEGADE FLORIDA MANAGEMENT, LLC,  
As General Partner of RENEGADE FLORIDA,  
LIMITED, as Managing Member of MOY TOY, LLC

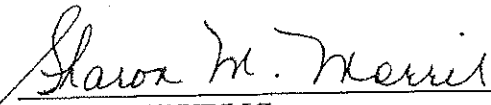
LAUREL HILLS CONDOMINIUM PROPERTY OWNERS' ASSOCIATION

By:   
MICHAEL MCCLUNG, President of  
LAUREL HILLS CONDOMINIUM PROPERTY OWNERS  
ASSOCIATION, a Tennessee, non-profit corporation.

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

Personally appeared before me, the undersigned, a Notary Public of said County and State, Phillip G. Guettler, Managing Member of RENEGADE FLORIDA MANAGEMENT, LLC, as General Partner of RENEGADE FLORIDA, LIMITED, as Managing Member of MOY TOY, LLC, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that the foregoing was executed for the purpose therein contained.

WITNESS my hand and official seal at Fort Pierce, Florida, on this 3rd day of February, 2016.

  
NOTARY PUBLIC  
STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES:



SHARON M. MORRIS  
MY COMMISSION # FF 136734  
EXPIRES: July 31, 2018  
Bonded Thru Budget Notary Services

STATE OF TENNESSEE  
COUNTY OF Cumberland

Personally appeared before me, the undersigned, a Notary Public of said County and State, Michael McClung, President of LAUREL HILLS CONDOMINIUM PROPERTY OWNERS ASSOCIATION, a Tennessee non-profit corporation, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that the foregoing was executed for the purpose therein contained.





WITNESS my hand and official seal at Crossville, TN on this 5<sup>th</sup> day of February, 2016.



Malinda Stephens  
NOTARY PUBLIC  
STATE OF TENNESSEE AT LARGE  
MY COMMISSION EXPIRES: 3-7-16

**EXHIBIT "A"**  
**PROPERTY DESCRIPTION**

**TRACT 1**  
**(ORIGINAL LODGE TRACT)**

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 a newly set 1/2" rebar with cap, bearing S 22°51'14" W, 50.03 feet from the Southwesterly corner of lot 1 of block 1 of Renegade Mountain as recorded in Plat Book 2, Page 57, at the Cumberland County Register of Deeds;

Thence, S 22°51'14" W, 197.62 feet to a newly set 1/2" rebar with cap; Thence, S 29°24'40" W, 66.76 feet to a newly set 1/2" rebar with cap; Thence, N 56°51'25" W, 155.04 feet to a newly set 1/2" rebar with cap; Thence, S 67°00'07" W, 189.25 feet to a newly set 1/2" rebar with cap; Thence, S 75°38'12" W, 274.24 feet to a newly set 1/2" rebar with cap; Thence, N 14°21'39" W, 189.20 feet to a newly set 1/2" rebar with cap; Thence, S 86°50'48" W, 303.65 feet to a newly set 1/2" rebar with cap; Thence, N 01°50'17" W, 730.44 feet to a newly set 1/2" rebar with cap on the point of curvature of a circular curve to the right, having a radius of 400.00 feet, a chord bearing of N 45°14'57" E and a chord distance of 585.91 feet; Thence, along the arc of said circular curve 657.46 feet to a newly set 1/2" rebar with cap; Thence, S 87°39'49" E, 281.58 feet to a newly set 1/2" rebar with cap; Thence, South, 513.43 feet; Thence, S 87°39'49" E, 207.19 feet; Thence, S 60°22'55" E, 15.32 feet; Thence, S 02°20'11" W, 211.24 feet to the point of curvature of a circular curve to the left, having a radius of 250.00 feet, a chord bearing of S 28°56'20" E and a chord distance of 296.76 feet; Thence, along the arc of said circular curve 317.71 feet to the Point of Beginning of the herein described Convention Center Site Tract. (Containing 22.18 Acres more or less). A Portion of Map 142, Parcel 31.00.

**TRACT 2**  
**(SPORT TRACT)**

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:

3/3/2016

Begin at the Northwest corner of Lot 413, Block 4-A, as recorded in Plat Book 2, Page 67, at the Cumberland County Register of Deeds, Cumberland County, Tennessee.

Thence, N 58°27'25" W, 54.54 feet; Thence, S 31°32'35" W, 79.36 feet; Thence N 40°42'26" W, 339.88 feet; Thence, N 47°17'34" E, 233.77 feet; Thence, N 61°47'25" E, 119.01 feet; Thence, N 28°04'35" E, 138.72 feet; Thence, N 44°41'20" E, 118.81 feet; Thence, N 53°52'49" E, 151.01 feet; Thence, N 36°12'11" E, 294.01 feet; Thence, East, 1435.37 feet; Thence, South, 361.12 feet; Thence, S 59°59'58" E, 705.33 feet; Thence, East 354.34 feet; Thence, South, 926.67 feet; Thence, West 1444.61 feet; Thence, N 79d45'01" W, 603.86 feet; Thence, S 84°04'59" W, 417.08 feet; Thence, N 01°08'59" E, 383.96 feet; Thence, S 61°51'45" W, 266.41 feet; Thence, N 39°d58'39" W, 357.84 feet to the Point of Beginning of the herein described parcel. Containing 88.960 acres, more or less. (Map 142, Portion of Parcel 31.00.

**TRACT 3  
(WATER TANK SITE)**

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 at 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, thru a central angle of 63° 19' 00", 151.60 feet; Thence, N 68°51'47" E, 45.17 feet; Thence, S 59°50'18" E, 62.16 feet; Thence, S 70°02'32" E, 48.11 feet; Thence, S 34°36'48" W, 129.83 feet; Thence, N 43°05'21" W, 57.01 feet; Thence, S 74°10'36" W, 103.96 feet; to the Point of Beginning of the herein described Water Tank Site Tract. (Containing 0.43 Acres more or less). A Portion of Map 141, Parcel 031.00 and a Portion of Map 141, Parcel 056.00.

**TRACT 4  
(RIGHT OF WAYS IN THE FOLLOWING PLATS OF RENEGADE MOUNTAIN)**

Being underlying ownership in the public and/or private Rights of Way tracts of land located in the Fourth District of Cumberland County, Tennessee and being within the bounds of Renegade

3/3/2016

Mountain, formerly Cumberland Gardens Resort, formerly Renegade Resorts, being more particularly described as shown on the following Plats:

BLOCK 1: Recorded in Plat Book 2, page 57, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made.

BLOCK 2: Recorded in Plat Book 2, page 58, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made.

BLOCK 2 Revised: Recorded in Plat Book 2, page 89, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made.

BLOCK 4: Recorded in Plat Book 2, page 69, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made.

BLOCK 4-A: Recorded in Plat Book 2, page 67, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made.

BLOCK 5: Recorded in Plat Book 2, page: 68, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made.

BLOCK 6: Recorded in Plat Book 3, page 5, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby.

BLOCK 7: Recorded in Plat Book 2, page 81, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made.

BLOCK 8: Recorded in Plat Book 2, page 90, as revised in Plat Book 9, page 191, Register's Office, Cumberland County, Tennessee, to which said plats specific reference is hereby made.

BLOCK 9: Recorded in Plat Book 3, pages 51-52, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made. Lot 404 was revised by a plat of record in Plat Book 8, page 289, Register's Office, Cumberland County, Tennessee.

BLOCK 15: Recorded in Plat Book 9, page 188, as revised in Plat Book 9, page 207, Register's Office, Cumberland County, Tennessee, to which said plats specific reference is hereby made.

BLOCK 16: Recorded in Plat Book 9, page 189-190, as revised in Plat Book 9, pages 208-209, Register's Office, Cumberland County, Tennessee, to which said plats specific reference is hereby made.

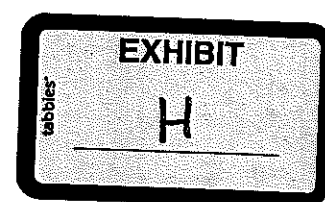
BLOCK 17: Recorded in Plat Book 10, page 419, Register's Office, Cumberland County, Tennessee, to which said plats specific reference is hereby made.

3/3/2016

ALL THE ABOVE TRACTS 1 THROUGH 4 ARE SUBJECT TO all covenants, restrictions, reservations, and the like, if any, together with all rights and easements heretofore existing.

**SUMMARY TIME SHEET- RMI**  
**SERVICES PROVIDED FOR LAUREL HILLS WATER DISTRICT**  
**FOR THE PERIOD 1/1/16 THROUGH 2/29/16**

<u>Receivership Management, Inc.</u>		
JAN 2016 FEES & EXPENSES	\$2,593.42	
FEB 2016 FEES & EXPENSES	<u>\$2,182.49</u>	\$4,775.91
<u>Everett Sinor, Jr.</u>		
JAN 2016 FEES & EXPENSES	\$6,265.39	
FEB 2016 FEES & EXPENSES	<u>\$4,056.74</u>	<u>\$10,322.13</u>
<b>TOTAL FEES</b>		<b>\$15,098.04</b>



RMI EXP RECOVERABLE LHW  
 1/1/16 Through 2/29/16

3/16/16

Category Description	1/1/16- 1/31/16	2/1/16- 2/29/16	OVERALL TOTAL
5100 FEES RMI			
5300-RECEIVERS FEES	0.00	-372.50	-372.50
5610-CONTRACT LABOR RMI	-2,243.30	-1,313.05	-3,556.35
5690-RMI OH EXPENSE	-310.80	-296.10	-606.90
TOTAL 5100 FEES RMI	-2,554.10	-1,981.65	-4,535.75
5150 FEES OTHER			
5697-OTHER CONTRACT LABOR	-6,265.39	-4,056.74	-10,322.13
TOTAL 5150 FEES OTHER	-6,265.39	-4,056.74	-10,322.13
5300 EXPENSES			
6205-COPIES	-5.40	-100.40	-105.80
6210-POSTAGE	-11.06	-72.04	-83.10
6215-COURIER & OVERNIGHT	-22.86	0.00	-22.86
6222-TELEPHONE LONG DISTANCE	0.00	-28.40	-28.40
TOTAL 5300 EXPENSES	-39.32	-200.84	-240.16
OVERALL TOTAL	-8,858.81	-6,239.23	-15,098.04

**JANUARY 2016 FEES & EXPENSES**



Receivership Management, Inc.  
P. O. Box 2307  
Brentwood, TN 37024

Invoice for Professional Services

**LAUREL HILLS WATER DISTRICT** **January 2016**

Date	Name	Description	Hours	Rate	Amount
1/4/2016	Billy B. Spaulding	DISCUSSION ON CURRENT STATUS AND SHORT TERM PLAN	0.1	\$123.00	\$12.30
1/4/2016	Cody C. Smith	DESCUSION WITH R.MORE ON LHWd RATE FILINGS AND RECOVERY EXPENSE REPORT.	1	\$123.00	\$123.00
1/4/2016	Robert E. Moore, Jr.	REVISIONS TO EMERGENCY PETITION .25	0.25	\$153.00	\$38.25
1/5/2016	Cody C. Smith	PREPARE FILING FINANCIAL DOCUMENTS.	1	\$123.00	\$123.00
1/5/2016	Jere P. Cowan	RECEIPT CORRESPONDENCE FROM CRAB ORCHARD; REVIEW SAME; COMPARE TO PREVIOUS INVOICING	0.2	\$50.00	\$10.00
1/5/2016	Robert E. Moore, Jr.	DISCUSSION AND WORK WITH C.SMITH RE: SPREADSHEETS AND COST PROPOSALS .3	0.3	\$153.00	\$45.90
1/6/2016	Robert E. Moore, Jr.	REVIEW FINAL SPREADSHEETS. ADDITIONAL REVISIONS TO EMERGENCY PETITION .4	0.4	\$153.00	\$61.20
1/11/2016	Jere P. Cowan	RECEIPT FILED NOTICE FROM COURT CLERK'S OFFICE; EMAIL FROM E. SINOR RE: CALL FROM C. ROBINSON; RESEARCH CONTACT INFO FOR SAME	0.2	\$50.00	\$10.00
1/12/2016	Jere P. Cowan	REVIEW ACCOUNTING RE: OUTSTANDING INVOICES	0.2	\$50.00	\$10.00
1/13/2016	Billy B. Spaulding	UPDATE GL FOR DEC RECEIPTS AND OTHER ACTIVITY. RECONCILE BANK ACCOUNT THRU 12-31-15. PREPARE PDF FILE OF GL ACTIVITY THRU 12-31-15 TO SEND TO CPA FOR INCLUSION IN QUICKBOOKS.	2	\$123.00	\$246.00
1/13/2016	Robert E. Moore, Jr.	MEETING WITH E.SINOR RE: PROJECT ISSUES. OUTLINE STEPS ON EMERGENCY PETITION 1.2	1.2	\$153.00	\$183.60
1/14/2016	Billy B. Spaulding	MEETING WITH E SIGNOR AND R MOORE TO DISCUSS RATE FILING AND PREPARE FILING FINANCIAL DOCUMENTS.	2	\$123.00	\$246.00

**LAUREL HILLS WATER DISTRICT**

**January 2016**

Date	Name	Description	Hours	Rate	Total
1/14/2016	Robert E. Moore, Jr.	CALL WITH E.SINOR RE: AG INFORMATION .4	0.4	\$153.00	\$61.20
1/15/2016	Robert E. Moore, Jr.	CONFERENCE CALL WITH E.SINOR AND J.BRYANT RE: MEETING WITH TRA RE: RATE FILING AND OTHER PENDING ISSUES .4	0.4	\$153.00	\$61.20
1/18/2016	Cody C. Smith	DISCUSSION WITH EVERETT AND R. MOORE ABOUT FILING EXPENSE REPORT ON ACCRUEL AND CASH BASIS.	0.1	\$123.00	\$12.30
1/18/2016	Jere P. Cowan	EMAIL FROM E. SINOR RE: SCHEDULING CONFERENCE CALL	0.1	\$50.00	\$5.00
1/19/2016	Jere P. Cowan	EMAIL FROM E. SINOR CONFIRMING CONFERENCE CALL	0.1	\$50.00	\$5.00
1/20/2016	Jere P. Cowan	EMAIL FROM T. STEPHENS SENDING BANKING UPDATE: UPDATE DETAILS IN FINANCIAL RECORDS:	0.4	\$50.00	\$20.00
1/20/2016	Robert E. Moore, Jr.	REVIEW AND RESPOND TO DOCUMENTS PREPARED BY E.SINOR .10	0.1	\$153.00	\$15.30
1/21/2016	Billy B. Spaulding	PREPARE FOR AND PARTICIPATE IN PHONE CONFERENCE CALL WITH CPA AND E SINOR TO DISCUSS NUMEROUS ISSUES RELATED TO TAX STATUS, CASH STATUS, PROJECTED RECEIPTS AND DISBURSEMENTS, ETC.	1.5	\$123.00	\$184.50
1/21/2016	Cody C. Smith	CONFERENCE CALL WITH EVERETT SINOR AND TERRY OVER LHWD FINANCIALS AND EXPENSES IN ACCORDANCES WITH CASH AND ACCRUEL BASIS.	0.5	\$123.00	\$61.50
1/21/2016	Jere P. Cowan	CONFERENCE CALL WITH B. SPAULDING, E. SINOR AND T. STEPHENS RE: FINANCIAL STATUS AND DETAILS: EMAIL FROM T. STEPHENS OFFICE RE: DEPOSIT MATERIALS: FORWARD SAME	1.6	\$50.00	\$80.00
1/25/2016	Jere P. Cowan	PREPARATION OF REIMBURSEMENT FOR VEC PAYMENT: PREPARE DEPOSIT RECORDS AND FORWARD TO T. STEPHENS: UPDATE CRAB ORCHARD ACCOUNTING; REIMBURSEMENT TO RMI RE: SAME; TRAVEL TO REGIONS RE: SAME	1.4	\$50.00	\$70.00
1/25/2016	Robert E. Moore, Jr.	RESPOND TO EMAIL QUESTIONS FROM E.SINOR RE: FIRST REPORT AND FEE MOTION .10; CALL WITH E.SINOR RE: TIMING OF FILINGS, NEEDED INFORMATION FROM B.SPAULDING .25; REVIEW AND FORWARD EMAIL FROM E.SINOR RE: SAME .10	0.45	\$153.00	\$68.85
1/26/2016	Robert E. Moore, Jr.	DISCUSSION WITH B.SPAULDING AND J.BRYANT RE: QUESTIONS FROM E.SINOR EMAIL .25; CALL WITH W.HARKELROAD RE: EXTENSION REQUEST INTO EAGLES NEST .2; CALL WITH E.SINOR RE: EAGLES NEST PETITION TO EXTEND SYSTEM .3	0.75	\$153.00	\$114.75

**LAUREL HILLS WATER DISTRICT**

**January 2016**

Date	Name	Description	Hours	Rate	Total
1/27/2016	Cody C. Smith	PREPARE BACKUP DOCUMENTATION FOR RATE AND EXP FILING FOR NOV AND DEC 2015.	1	\$123.00	\$123.00
1/27/2016	Jere P. Cowan	EMAIL FROM T. STEPHENS SENDING BANKING UPDATE; UPDATE DETAILS IN FINANCIAL RECORDS.	0.4	\$50.00	\$20.00
1/27/2016	Robert E. Moore, Jr.	MEETING WITH C.SMITH RE: ACTUAL RECEIVERSHIP EXPENSE AMOUNTS AND REPORTING .10; CALL WITH E.SINOR AND C.SMITH RE: UPDATE ON SAME .10; REVIEW INVOICE FROM TDEC. DISCUSSION OF SAME WITH J.BRYANT AND E.SINOR .10; REVIEW OF PROPOSED REVISED RATE AND TARIFF FILING AND DISCUSSION OF SAME WITH E.SINOR .75; REVIEW UPDATED VERSIONS OF RATE FILING .10	1.15	\$153.00	\$175.95
1/28/2016	Jere P. Cowan	EMAIL FROM T. STEPHENS SENDING VEC INVOICE FOR RESEARCH AND POSSIBLE PAYMENT; REVIEW/RESEARCH SAME; PROCESS FOR PAYMENT	0.5	\$50.00	\$25.00
1/28/2016	Robert E. Moore, Jr.	EXECUTE AND HAVE NOTARIZED EMERGENCY RATE AND TARIFF FILING 1.0; REVIEW VEC BILLING, CALL WITH VEC CROSSVILLE 3; ROUGH DRAFT OF PUBLIC NOTICE, FORWARDED TO E.SINOR .6; FOLLOW UP EMAIL TO B.SPAULDING RE: QUESTION FROM T. STEVENS ON TAX REPORTING .10; UPDATE CALL TO W.HARKELROAD LFT MSG .10	2.1	\$153.00	\$321.30
1/29/2016	Jere P. Cowan	EMAIL FROM T. STEPHENS SENDING BANKING UPDATE; UPDATE DETAILS IN FINANCIAL RECORDS.	0.4	\$50.00	\$20.00
<b>Total</b>					<b>\$2,554.10</b>

**G. Everett Sinor, Jr.  
Attorney at Law**

February 2, 2016

Receivership Management, Inc.  
Attn: Mr. Robert E. Moore, Jr.  
1101 Kermit Drive, Suite 735  
Nashville, Tennessee 37217

*RE: January 2016 Billing – RMI/Laurel Hills Water System in Receivership*

VIA UNITED STATES FIRST CLASS MAIL & ELECTRONIC MAIL

Dear Mr. Moore:

Please find enclosed herewith my billings for the previous month on the matter referenced above. If you have any questions about this bill, please do not hesitate to contact me.

Yours sincerely



G. Everett Sinor, Jr.  
Attorney at Law

Enclosure

**G. Everett Sinor, Jr., Attorney at Law**

<u>Date</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Fee</u>
1/10/2016	Review R. Moore email regarding next steps on LHWS receivership; response email	0.3		
1/11/2016	V.M. from Carl Robinson seeking LHWS service; email to R. Moore; T.C. w KC at COUD; T.C. w T Stephens re: Robinson inquiry; emal from J. Bryant re: call from Carolina water district; response email	0.5		
1/12/2016	Call w Carolina Water System to get Mac Klein; T.C. w M Klein w Utilities, Inc. re LHWS and his company; email to R Moore & J Bryant re conversation; review emergency rate petition draft and exhibits; T.C. w S Bozarth re rate filing and show cause/settlement ageement issues; T.C. w R Moore re petition and conv. w TRA; mtg w R Moore to discuss emergency rate petition and exhibits	2.8		
1/13/2016	Review and revision of emergency rate petition and filing; email from G. Williams re current issues with water system and requests for information; response email to G Williams; T.C. w B Spaulding re: financial data for LHWS; email to R Moore and J Bryant w revised petition and Exhibit 3 (tariff); T.C. w T Stephens re historical cost and financial information	2.2		
1/14/2016	Meeting w B. Spaulding & R moore to prepare emergency petition exhibits and verify financial information; revision of rate sheet and exhibits; meeting w TRA staff re procedure for rate filing and petition and legal issues re LHWS; T C w R Moore re TRA mtg and developments re LHWS	6.6		
1/15/2016	Summary email to J Bryant & R Moore re TRA staff meeting; review of revised draft of irrevocable license agreement; email to S Bozarth re same; Conference call w R Moore and J Bryant re emergency petition for TRA, discussion w TRA staff, proposed second and third reports to Chancellor Thurman, and other LHWS issues; T.C. w Cumberland court re first report filing and order	2.3		
1/16/2016	T C. w G Williams about freezing weather and plans to shut supply pipe down and communicate to Renegade Mtn residents; email to R Moore re same	0.1		
1/17/2016	Review R Moore email from B Gastel re deed for water tower and confirmation of grantee	0.1		

G. Everett Sinor, Jr  
3504 Robin Road  
Nashville, Tennessee 37204  
615.969.9027  
Everett.Sinor@gmail.com

1/18/2016	Review and revise draft of emergency petition; review R Moore email from B Gastel re water tower deed; response to R Moore re interpretation of settlement agreement; email to J Bryant and R Moore w new draft of petition; email to B Spaulding re need to account for A/R pre-receivership; emails to R Moore on petition; T.C. w T Stephens about finalization of numbers for LHWS financials	2.4
1/19/2016	T.C w S Bozarth and email re Eagle's Nest and proposed water tower and parcel deed; email w B Spaulding and T.C. w T Stephens re: conf. call to finalize numbers for rate filing; T.C. w R Moore re water tower and parcel deed and need for insurance for LHWS	0.5
1/20/2016	T.C. w Putnam County clerk and master's office; T.C. w Chancellor Thurman's secretary to determine proper procedure for motions in 13th circuit; review of R Moore email re insurance; response to email; preparation of cover letter, cover email, notices and proposed order and distribution of such, letters, emails, notices and order re: Receiver's Motion to approve fees and expenses and tax costs	2.0
1/21/2016	Review and response to S Bozarth email on motion hearing; C.C. w T Stephens and B Spaulding re: financial statements and rate filing items; review and revisions of emergency rate petition and rate/tariff exhibit; review and response to V Broemel email concerning October fees, expenses and costs; email colloquay with B Gastel re form of water tower deed and parcel; t c w R Moore re Gastel and Broemel inquiries and the receivership order language	3.9
1/25/2016	T.C. w Melanie Davis re Eagles Nest development and steps to take to get tapped onto LHWS; revisions of rate petition; review and respond to V Broemel email re motion; T.C. w R Moore and email to R Moore re steps needed this week on LHWS, including insurance, items on proposed tariff, first and second reports to Chancellor	1.3
1/26/2015	Email to and from S Bozarth re attendance at motion hearing and response; finalize rating items for tariff filing; T.C. (3) w T Stephens re invoices and totals of expenses; Start preparation of Second report to Chancellor Thurman; T.C. to TDEC re penalty/fine/assessment from 2014; review of Aqua Utilities file; T C w R Moore re conversation w W Harkleroad and need for expedition of approval; email to G Williams and E Bolin at COUD re monthly wholesale water usage; preparation of proposed tariff sheets; REM written testimony, COUD and Volunteer Electric schedules and emergency petition	5.3

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1/27/2016	Call to Cumberland Co. Clerk and Master and Chancellor's Sec'y to ensure information is with chancellor for motion hearing; review and respond to E Bolin email (2) re COUD bills and billing; finalize all TRA docs and send to R Moore, J Bryant for review; T C w S Bozarth re form of filing petition, direct testimony rule, and Eagle's Nest request; emails to R Moore & B Spaulding re TDEC invoice and G Williams COUD email bill; review and respond to G Williams email on COUD bill; T.C. w M Davis re Eagle's nest hook up, and R Moore and S Bozarth thoughts, as well as procedure for getting hook up	4.4		
1/28/2016	Minor revisions to emergency petition; T.C. w Sharla Dillon; Travel to TRA offices; delivery of petition; email from Heather w T Stephens's office about Volunteer Electric bill; scan public notice	1.8		
1/29/2016	Drive to Cookeville and back; hearing on motion to approve fees and expenses and tax costs; discussion with J. Moore w Renegade Mtn CC after hearing; letter to Cumberland county C&M enclosing order; review of insurance information from R Moore; review of public notice; S Bozarth email, transmit order to Clerk & Master	5.0		
1/31/2016	Draft motion to expand service to Eagle's Nest and ancillary documents	<u>2.5</u>		
	<b>Hourly Billing Total</b>	<b>44.0</b>	<b>\$140.00</b>	<b>\$6,160.00</b>
		<u>Miles</u>	<u>Rate</u>	
1/29/2016	Mileage (Nashville to Cookeville to Nashville)	<u>162.0</u>		
	<b>Mileage Total</b>	<b>162.0</b>	<b>\$0.47</b>	<b>\$76.14</b>
1/29/2016	Travel Day Meals Per Diem	<u>\$29.25</u>		
	<b>Other Expenses Reimburseable Total</b>			<b><u>\$29.25</u></b>
	<b>Balance Owed this month</b>			<b>\$6,265.39</b>
	Previous Balance Owed		\$11,232.95	
	<b>Total Amount Due and Payable</b>			<b>\$17,498.34</b>

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Please remit payment to: Everett Sinor, 3504 Robin Road, Nashville, Tennessee 37204

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Everett.Sinor@gmail.com



**FEBRUARY 2016 FEES & EXPENSES**

Receivership Management, Inc.  
P. O. Box 2307  
Brentwood, TN 37024

Invoice for Professional Services

**LAUREL HILLS WATER DISTRICT**

**February 2016**

Date	Client Name	Description	Hours	Rate	Amount
2/1/2016	Jere P. Cowan	RECEIPT EMAIL FROM T. STEPHENS OFFICE RE: DEPOSIT INFORMATION; UPDATE FINANCIAL RECORDS RE: SAME	0.3	\$50.00	\$15.00
2/1/2016	Robert E. Moore, Jr.	UPDATE CALL FROM E.SINOR RE: EAGLES NEST MOTION TO EXTEND SYSTEM .10	0.1	\$153.00	\$15.30
2/2/2016	Jere P. Cowan	RECEIPT OF INVOICES FOR PROCESSING; FORWARD FOR APPROVAL; PREPARATION OF PAYMENTS FOR SAME; UPDATE FILE RECORDS RE: SAME	1	\$50.00	\$50.00
2/2/2016	Robert E. Moore, Jr.	RESPOND TO QUESTIONS FROM E.SINOR AND OUTLINE PROCESS FORWARD .10	0.1	\$153.00	\$15.30
2/3/2016	Jere P. Cowan	EMAIL FROM B. SPAULDING RE: FUNDS COLLECTED STATUS	0.1	\$50.00	\$5.00
2/3/2016	Robert E. Moore, Jr.	FORWARD MCCLUNG EMAIL TO E.SINOR .10	0.1	\$153.00	\$15.30
2/4/2016	Jere P. Cowan	EMAIL FROM E. SINOR SENDING DRAFT STATUS REPORT FOR FILING WITH COURT AND NEEDED EXHIBITS FOR FILING; PREPARATION OF SUPPORTING EXHIBITS FOR SAME; CONFERENCE WITH B. SPAULDING RE: SAME	1	\$50.00	\$50.00
2/5/2016	Cody C. Smith	E-MAILS WITH EVERETT SINOR TO DISCUSSES CURRENT PERIOD EXPENSES FOR LHWD TO REPORT TO TRA	0.1	\$123.00	\$12.30
2/5/2016	Jere P. Cowan	EMAIL FROM R. MOORE RE: REVISIONS TO REPORT	0.1	\$50.00	\$5.00
2/5/2016	Robert E. Moore, Jr.	MEETING WITH E.SINOR RE: FILING ON EAGLES NEST, EXECUTE AFFIDAVIT WITH NOTARY .5; CALL FROM MERIN MERRICK RE: RATE FILING WITH TRA, STATUS OF FUTURE OPERATIONS, CONCERNS RE LEVEL OF RATES REQUESTED, QUESTIONS RE: TRA PAYMENTS 1.25; EMAIL FROM E.SINOR CONFIRMING FILING ON EAGLES NEST EXPANSION MOTION .10; REVIEW AND REVISE SECOND REPORT .25	2.1	\$153.00	\$321.30

**LAUREL HILLS WATER DISTRICT**

**February 2016**

Date	Attorney	Description	Hours	Rate	Total
2/8/2016	Jere P. Cowan	EMAIL FROM B. SPAULDING RE: PREPARATION OF EXHIBITS AND CASH INFORMATION FOR REPORTING	0.1	\$50.00	\$5.00
2/8/2016	Robert E. Moore, Jr.	RECEIVE PETITION FOR INTERVENTION FROM AG'S OFFICE ON RATE FILING, REVIEW SAME .2	0.2	\$153.00	\$30.60
2/9/2016	Jere P. Cowan	EMAIL FROM T. STEPHENS RE: DEPOSIT DETAILS; UPDATE FINANCIAL ACCOUNT FILES RE: SAME; EMAIL WITH J. BRYANT, R. MOORE AND E. SINOR RE: LANGUAGE FOR REPORT DIFFERENCES; EMAIL FROM AND CONFERENCE WITH J. BRYANT RE: SAME	0.4	\$50.00	\$20.00
2/10/2016	Cody C. Smith	DISCUSSIONS ON OUTSTANDING LIABILITIES PER GL. UPDATE GL FOR FEBRUARY EXPENSES.	0.5	\$123.00	\$61.50
2/10/2016	Jere P. Cowan	EMAIL FROM E. SINOR RE: STATUS REPORT FOR COURT; ASSISTANCE WITH PREPARATION OF STATUS REPORTING FOR COURT FILING AND SUPPORTING EXHIBITS FOR SAME; TELEPHONE CONVERSATIONS WITH E. SINOR RE: SAME AND REVISIONS TO SAME; CONFERENCE WITH C. SMITH RE: REPORT E	1.2	\$50.00	\$60.00
2/10/2016	Robert E. Moore, Jr.	RECEIVE EMAIL NOTIFICATION RE: CONTESTED CASE HEARING ON INTERVENTION AND RATE FILING FROM DOCKET CLERK AT TRA .10; CALL WITH E.SINOR RE: SAME AND SCHEDULING .3	0.4	\$153.00	\$61.20
2/11/2016	Jere P. Cowan	EMAIL FROM B. SPAULDING RE: DIFFERENCES IN VALUES FOR REPORTING; CONFERENCE WITH B. SPAULDING IDENTIFYING DIFFERENCES AND UPDATES TO QUICKEN REPORTING; REVISIONS TO STATUS REPORT AND EXHIBITS FOR SAME	1	\$50.00	\$50.00
2/12/2016	Robert E. Moore, Jr.	CALL FROM V.BROMEL RE: TRA PROCEEDINGS AND RATE FILING .5; UPDATE E.SINOR .10; MEETING WITH E.SINOR RE: TRA STAFF PETITION, COMPLETION OF SECOND REPORT .5	1.1	\$153.00	\$168.30
2/16/2016	Jere P. Cowan	EMAIL FROM R. MOORE RE: APPROVAL OF MICROBAC PAYMENT; PROCESS SAME	0.2	\$50.00	\$10.00
2/16/2016	Robert E. Moore, Jr.	CALL FROM E.SINOR RE: EAGLES NEST EXPANSION MOTION .2	0.2	\$153.00	\$30.60
2/17/2016	Robert E. Moore, Jr.	REVIEW EMAIL FROM E.SINOR RE: CALL WITH TRA RE: BILL OF SALE .10	0.1	\$153.00	\$15.30
2/18/2016	Robert E. Moore, Jr.	REVIEW EMAILS FROM E.SINOR RE: VARIOUS ISSUES RE: LEAK AND ONE CALL .10	0.1	\$153.00	\$15.30

**LAUREL HILLS WATER DISTRICT**

**February 2016**

Date	Attorney	Description	Hours	Rate	Total
2/19/2016	Cody C. Smith	DISCUSSION ON COMPANY STATUS UPDATE FOR CURRENT PERIOD.	0.1	\$123.00	\$12.30
2/19/2016	Jere P. Cowan	SEVERAL EMAILS FROM E. SINOR RE: RECEIVERS MOTION TO EXPAND WATER SERVICE; ASSIST E. SINOR RE: FINALIZING ORDER FROM COURT AND MAILINGS FOR SAME TO ALL COUNSEL; EMAIL SAME TO COUNSEL; TRAVEL TO POST OFFICE FOR FORWARDING SAME TO COURT FOR FILING; EMAIL FROM T	1.7	\$50.00	\$85.00
2/19/2016	Robert E. Moore, Jr.	MEETNG WITH J.BRYANT AND E.SINOR RE: PENDING ISSUES WITH OPERATIONS AND PENDING RATE HEARING.4	0.4	\$153.00	\$61.20
2/22/2016	Jere P. Cowan	EMAIL TO E. SINOR RE: NO WORD FROM SHIVA; EMAILS RE: SAME; TELEPHONE CONVERSATION WITH SHIVA RE: AFFIDAVIT FINAL; TRAVEL TO TRA OFFICE FOR RETRIEVAL OF EXECUTED AFFIDAVIT; FINALIZE REPORT AND EXHIBITS FOR FILING WITH COURT; FORWARD REPORT TO COURT FOR FIL	2.5	\$50.00	\$125.00
2/23/2016	Jere P. Cowan	TELEPHONE CONVERSATION WITH LANDOWNER RE: SOLD PROPERTY AND UPDATING LANDOWNER DETAILS FOR PURCHASER; EMAIL TO E SINOR RE: SAME; EMAIL TO E. SINOR RE: FINALIZED REPORT AND EXHIBITS FILED AND COUNSEL COPIES; SCAN AND EMAIL REPORT AND EXHIBITS TO ALL COUNSE	1	\$50.00	\$50.00
2/24/2016	Jere P. Cowan	ASSIST E. SINOR RE: FINALIZING LIEN AND FILINGS FOR REGISTER OF DEEDS; PREPARE SAME FOR FILING; PERPARE RECORDING FEES; TRAVEL TO POST OFFICE FORWARDING LIEN FOR RECORDING;	1.5	\$50.00	\$75.00
2/25/2016	Robert E. Moore, Jr.	RECEIVE AND REVIEW EMAILS RE: IRREVOCABLE LICENSE, QUIT CLAIM DEED, CALL WITH E.SINOR RE: SAME AND UPDATE ON MEETING WITH JOHN MOORE; .25	0.25	\$153.00	\$38.25
2/26/2016	Cody C. Smith	DISCUSSION WITH EVERETT OVER EXPENSE AND FEES RECOVERABLE FOR JANUARY AND FEBRUARY 2016 FILINGS.	0.2	\$123.00	\$24.60
2/26/2016	Robert E. Moore, Jr.	RECEIVE EMAIL FROM JOHN MOORE RE: FILING OF CONSUMER POSITIONS RE: RATE FILING .10	0.1	\$153.00	\$15.30
2/29/2016	Cody C. Smith	POST AND PAY FEE AND EXP ACCRUELS FOR FENRUARY 2016.	0.2	\$123.00	\$24.60
2/29/2016	Robert E. Moore, Jr.	MEETING WITH E.SINOR RE: DEED AND LICENSE .2	0.2	\$153.00	\$30.60

**Total** **\$1,574.15**

Receivership Management, Inc.  
P. O. Box 2307  
Brentwood, TN 37024

Invoice for Professional Services

LAUREL HILLS WATER DISTRICT		February 2016	
2/1/2016	Jeanne Barnes Bryant	EMAIL FROM EVERETT SINOR RE MOTION, CALL TO ROB MOORE RE SAME, REVIEW LAST FILING	0.6 \$163.00 \$97.80
2/2/2016	Jeanne Barnes Bryant	EMAIL FROM ROB MOORE RE CHANGES ON MOTION, EMAIL FROM BILLY SPAULDING RE SAME	0.3 \$163.00 \$48.90
2/5/2016	Jeanne Barnes Bryant	E-MAIL FROM EVERETT SINOR RE REPORT AND MOTION, QUESTIONS RE SAME	0.5 \$163.00 \$81.50
2/9/2016	Jeanne Barnes Bryant	RESPONSE ON MOTION AND REPORT FOR COUNSEL	0.2 \$163.00 \$32.60
2/10/2016	Jeanne Barnes Bryant	UPDATE FROM ROB MOORE RE CONTESTED CASE ON RATE FILING AND CONSUMER ADVOCATE OBJECTION, QUESTIONS RE FILING	0.3 \$163.00 \$48.90
2/16/2016	Jeanne Barnes Bryant	EMAIL FROM EVERETT SINOR RE TRA AND DISCUSSION WITH COUNSEL	0.1 \$163.00 \$16.30
2/17/2016	Jeanne Barnes Bryant	DISCUSSION WITH ROB MOORE RE STATUS	0.1 \$163.00 \$16.30
2/19/2016	Jeanne Barnes Bryant	DISCUSSION WITH E. SINOR RE SCHEDULE AND COURT FILINGS	0.1 \$163.00 \$16.30
2/24/2016	Jeanne Barnes Bryant	EMAILS FROM SINOR RE DEED AND BILL OF SALE, REVIEW AND SIGN SAME	0.1 \$163.00 \$16.30
2/25/2016	Jeanne Barnes Bryant	EMAILS FROM SINOR RE REQUESTS ON EXHIBITS	0.1 \$163.00 \$16.30
2/29/2016	Jeanne Barnes Bryant	MEETING WITH SINOR RE QUITCLAIM, SIGN SAME	0.1 \$163.00 \$16.30
<b>Total</b>			<b>\$407.50</b>

**G. Everett Sinor, Jr.  
Attorney at Law**

March 1, 2016

Receivership Management, Inc.  
Attn: Mr. Robert E. Moore, Jr.  
1101 Kermit Drive, Suite 735  
Nashville, Tennessee 37217

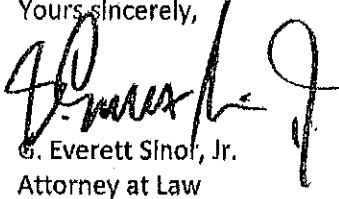
*RE: February 2016 Billing – RMI/Laurel Hills Water System in Receivership*

VIA UNITED STATES FIRST CLASS MAIL & ELECTRONIC MAIL

Dear Mr. Moore:

Please find enclosed herewith my billings for the previous month on the matter referenced above. If you have any questions about this bill, please do not hesitate to contact me.

Yours sincerely,

  
G. Everett Sinor, Jr.  
Attorney at Law

Enclosure

**G. Everett Sinor, Jr., Attorney at Law**

<u>Date</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Fee</u>
2/1/2016	E-mails to and from J Bryant re proposed Eagle's Nest motion and receipt of Cumberland County Clerk and Master order	0.1		
2/2/2016	Revisions to Eagle's Nest motion and ancillary docs; T.C. w R Moore re same	1.1		
2/3/2016	R Moore T.C. re Eagles Nest request for signed engineer's plans for TDEC purpose; emails fro R Moore re McClung email on COUD pre-receivership balance owed;	2.0		
2/4/2016	E-mails to M Davis re Eagle's Nest motion and memo; T.C. w G Williams re plans for lateral support to supply pipe for LHWS; revisions to 2d report and motion for fees; email to RMI re same	1.8		
2/5/2016	T.C. w Rob Moore re affidavit; Finalize Eagle's Nest motion docs & file	1.2		
2/6/2016	Review R Moore suggested revisions to second report	0.1		
2/8/2016	Forward McClung email to S Bozarth for handling; review of AG Consumer Advocate email w Petition to Intervene	0.2		
2/9/2016	T C w J Cowan at RMI re: second report figures	0.1		
2/10/2016	T C w J Cowan at RMI re: second report figures; T C w R Moore re developments with TRA matter, including AG inquiry; T.C. w Terry Stephens re Dec 2015 and Jan 2016 R&E statement for LHWS; revisions to second report and affidavit of REM	1.8		
2/11/2016	Revisions to 2d report and motion on fees and expenses; email same to R Moore and J Bryant w cover email	1.5		
2/12/2016	Finalize revisions to 2d report; transmit report to S Bozarth w proposed affidavit; email to R Moore and J Bryant re; report and motion; call to S Bozarth re second report affidavit; TC w R Moore re same	1.5		
2/15/2016	Review of water line/easement Eagles' Nest docs from Kizer & Black; email to S Bozarth re Underground Utilities Act; T C w M Davis re Eagle's Nest documents; T.C. w K Renfro re: same	1.0		

3504 Robin Road  
 Nashville, Tennessee 37204  
 615.969.9027  
 Everett.Sinor@gmail.com

2/16/2016	T.C. w E Bolin re pre-receivership payment per S Bozarth; email to S Bozarth re same; T.C. w R Moore re Eagle's Nest Motion and other developments; email to S Bozarth re Underground Utilities Act; email from S Bozarth re same and Tennessee 811; T.C. w S Bozarth re Bill of Sale req'd by settlement agreemnt and email to R Moore re same	1.2
2/17/2016	Review of emails from Kizer & Black re Eagles nest conveyance documents; T C w K Renfro at K&B re same to discuss revisions; T.C. w E Bolin requesting decrease in rate for wholesale water expense; review of revisions to Eagles' Nest conveyance documents; email to K Renfro re same	1.3
2/18/2016	T.C. w M Davis concerning procedure for Eagle's Nest hook up, transmission of check, deeds and related docs; T.C. w Alda in Chancellor Thurman's office to transmit docs for hearing and confirm motion hearing; T.C. w J Moore to set up time to talk about new rate and options; emails from R Moore and D Hale re lack of pressure at house; T.C; w G Willlams concerning leak to system; T C w Ms D Hale re pressure at her vacation house; T C w Kathy Quartermaine with Tennessee 811 re Underground Utility Damage Prevention Act, necessity of One-Call and Register of Deeds' filing; email to S Bozarth re significant leak in LHWS; review M Davis letter with 2006 order permitting Eagle's Nest connection; draft Notice of Underground Utilities; email same to R Moore; review of Eagle's Nest motion; prep of cover letters to Cumberland County C&M and Register of Deeds	2.5
2/19/2016	Drive up to Cookeville for Eagle's Nest Motion hearing; argue Eagle's Nest motion; Drive to Nashville from Eagle's Nest motion; preparation of letters re order and conveyance documents; review TRA motion for clarification; meeting with Rob Moore, J Bryant & J Cowan re LHWS developments and delivery of docs; T C w S Bozarth re 2d report; email to S Bozarth re contact info for affidavit	5.9
2/23/2016	T.C. w J Moore re request for Nash mtg; review emails of hearing officer, S Bozarth and the Consumer Advocate; email to hearing officer; email to J Cowan on the distribution of 2d report and motion; review of J Cowan emails	0.4
2/24/2016	E-mails from S Bozarth and Erin Merrick w AG CAD re procedure for rate filing hearing; mtg w J Moore re concerns of Renegade Mtn residents; review proposed letter from J Moore; T.C. w S. Bozarth re deed to water tower and irrevocable license; email to R Moore re same; mtg. w J Cowan and J Bryant re Eagle's Nest docs recordation at Cumberland County Reg of Deeds and LHWS developments	2.2

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Nashville, Tennessee 37204  
615.969.9027  
Everett.Sinor@gmail.com



2/25/2016	Review of email & letter from J Moore re Receiver's rate petition; conf. call with TRA hearing officer on procedural schedule; email to Cody and B Spaulding on 3d report to court; S Bozarth emails on deed to water tower & irrevocable license; retrieval of same; review of B Spaulding email on 3d report; email to T Stephens re same	1.7		
2/26/2016	Review of J Moore letter	0.1		
2/29/2016	Mtg w R Moore re Deed and Irrevocable license; voicemail for S Bozarth re hearing; T.C. w S Bozarth re same; review of irrevocable license and quitclaim deed from Laurel Hills POA; email to S Bozarth re license	0.4		
	<b>Hourly Billing Total</b>	<b>28.1</b>	<b>\$140.00</b>	<b>\$3,934.00</b>

		<u>Miles</u>	<u>Rate</u>	
2/19/2016	Mileage from Nashville to Cookeville to Nashville	<u>162.0</u>		
	<b>Mileage Total</b>	<b>162.0</b>	<b>\$0.47</b>	<b>\$76.14</b>

	Postage for Eagle's Nest Motion Filing & Copies	\$17.35		
2/19/2016	Travel Day Meals Per Diem	<u>\$29.25</u>		
	<b>Other Expenses Reimbursable Total</b>			<b><u>\$46.60</u></b>

	<b>Balance Owed this month</b>			<b>\$4,056.74</b>
	Previous Balance Owed		\$17,498.34	
	<b>Total Amount Due and Payable</b>			<b>\$21,555.08</b>

**Please remit payment to: Everett Sinor, 3504 Robin Road, Nashville, Tennessee 37204**

The UPS Store - #3355  
115 Penn Warren Drive  
Suite 300  
Brentwood, TN 37027  
(615) 377-8100

02/05/16 04:11 PM



002 500490 (022) TO \$ 17.35  
Flat QTY 5  
Reg Unit Price \$ 3.47

SubTotal \$ 17.35  
Total \$ 17.35

Debit Card \$ 17.35

Receipt ID 82997718919246888363 005 Items  
CSH: TONYA Tran: 1278 Reg: 002

Sale

\*\*\*\*\*1246

Debit Entry Method: Swiped  
Acct Type: Checking

Trace:00000005 Appr Code:061417  
Retrieval #:M10035509779 Batch #:

Amount \$ 17.35

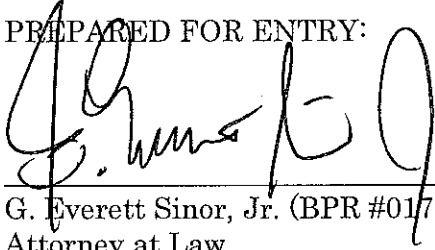
Merchant Total \$ 17.35

Approved  
CENTER COPY

*Postage for Marketing*  
*TR expense*  
*Mark on Envelope*  
*Net*



PREPARED FOR ENTRY:



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

Attorney at Law

Counsel for Receivership Management, Inc.

3504 Robin Road

Nashville, Tennessee 37204

615.969.9027

Everett.Sinor@gmail.com

Certificate of Service

The undersigned hereby certifies that a true and correct copy of the foregoing pleading 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  
223 Rosa L. Parks Boulevard, Suite 200  
Nashville, Tennessee 37203

Melanie Davis, Esq.  
Kizer & Black  
329 Cates Street  
Maryville, Tennessee 37801

Vance Broemel, 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

G. Everett Sinor, Jr., Esq.  
Counsel for the Receiver  
3504 Robin Road  
Nashville, Tennessee 37204

via the United States Mails, postage prepaid, this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

TENNESSEE REGULATORY AUTHORITY )

Petitioner, )

v. )

LAUREL HILLS CONDOMINIUMS )  
PROPERTY OWNERS ASSOCIATION )

Respondent. )

No. 2012-CH-560  
Chancellor Thurman

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AFFIDAVIT OF SHIVA K. BOZARTH

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STATE OF TENNESSEE )

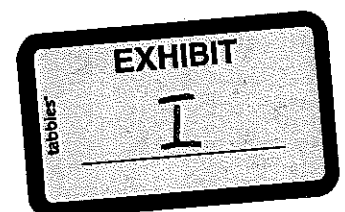
COUNTY OF DAVIDSON )

COMES NOW, Shiva K. Bozarth, after being duly sworn, state as follows:

1. I am of majority age and have personal knowledge of the facts set forth herein. I submit this Affidavit in support of the Receiver's Motion for Approval of Fees and Expenses and Interim Taxation of Costs.

2. I am the Chief of Compliance and Counsel for the Tennessee Regulatory Authority in this matter. Pursuant to Tennessee law, the Tennessee Regulatory Authority took over the operations of the Laurel Hills Water System and moved this Court to appoint Receivership Management, Inc. as Receiver. Said Motion was granted on October 26, 2015.

3. Either I, or my staff at my direction, have reviewed the invoices for fees and expenses contained in this filing for the services performed by the Receiver for the period of January 1, 2016 through February 29, 2016.



4. Based on my personal review, and the recommendations of my staff, I have determined that the rates being charged by the Receiver for the services provided are either at a discounted or market rate for the area.

5. Either I, or my staff at my direction, have reviewed the invoices for fees and expenses presented by the Receiver, and I have determined that all of the fees charged are fair, reasonable and proper for the services provided and that they are necessary costs of this Receivership. The invoices for fees and expenses attached as Exhibits to the Receiver's Motion note the work performed, the amount charged and the person performing the work. No billings were excessive or duplicative.

6. Furthermore, either I, or my staff at my direction, have reviewed the fees and expenses for outside counsel approved by the Receiver and presented with this filing, and, based upon this review and the recommendations of the Receiver, I have determined that both the rate and the amount of those fees and expenses are fair, reasonable and proper for the services provided.

7. I believe that all fees and expenses contained in this filing and presented for approval are fair, reasonable and proper for the necessary services provided.

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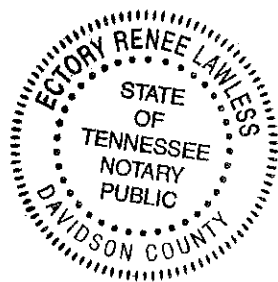
8. Pursuant to the Court's October 26, 2015 Order Appointing Receiver, I request that the Court approve the fees and expenses, as submitted and supported, and that the Court order payment of those amounts as an interim taxation of costs in this matter.

**FURTHER THE AFFIANT SAITH NOT.**

  
SHIVA K. BOZARTH

Sworn to and subscribed before me this  
23<sup>rd</sup> day of March, 2016.

  
NOTARY PUBLIC



My commission expires: 1/9/2018



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

TENNESSEE REGULATORY AUTHORITY )

Petitioner, )

v. )

LAUREL HILLS CONDOMINIUMS )  
PROPERTY OWNERS ASSOCIATION )

Respondent. )

No. 2012-CH-560  
Chancellor Thurman

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AFFIDAVIT OF ROBERT E. MOORE, JR.

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STATE OF TENNESSEE )

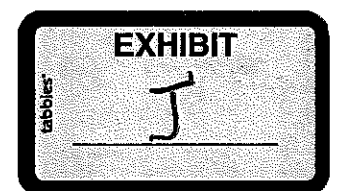
COUNTY OF DAVIDSON )

COMES NOW, Robert E. Moore, Jr., after being duly sworn, state as follows:

1. I am of majority age and have personal knowledge of the facts set forth herein. I submit this Affidavit in support of the Receiver's Motion for Approval of Fees and Expenses and Interim Taxation of Costs.

2. I am the Chief Operations Officer of Receivership Management, Inc., the Receiver appointed in this action by the Court and the Tennessee Regulatory Authority. In that capacity, I have been responsible for the administration of the Laurel Hills Water System ("LHWS") from the date of the Order Appointing Receiver entered by this Court on October 26, 2015.

3. The Receiver has filed a Motion for interim fees and expenses in the LHWS Receivership. The Receiver's Motion seeks approval of the amount of fees and expenses incurred for the period of time between January 1, 2016 and February 29, 2016.



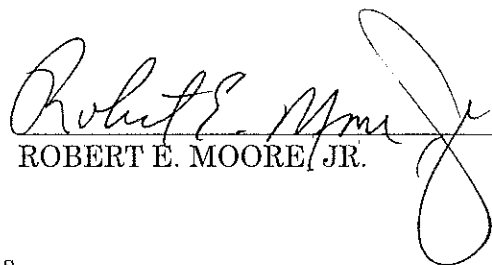
4. I have reviewed all of the fee and expense items for the staff of Receivership Management, Inc. who have performed services to this Receivership, as well as the overhead and operating charges of Receivership Management, Inc. and persons who have contracted with Receivership Management, Inc. to provide services on this receivership. The fees and expenses were necessary for the work provided and are not duplicative or excessive. I believe the fees presented for approval are fair, reasonable and proper for the services provided. I have also determined that the rates charged by these individuals for the services provided are either at a discounted or market rate for their area.

5. Therefore, I believe that all fees and expenses presented for approval contained in this filing are fair, reasonable and proper for the necessary services provided.

*[intentionally blank]*

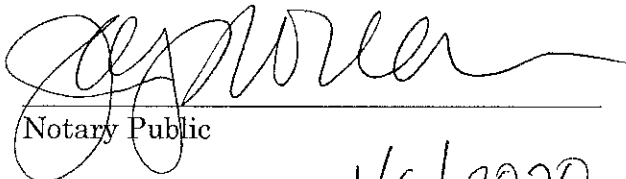
6. Based upon an initial review of financial documentation for LHWS, it does not appear that there are assets available for matters beyond the operational needs of LHWS. There are not sufficient assets available to address the payment of the fees and expenses presented for approval in the Receiver's Motion. Accordingly, and pursuant to the Court's October 26, 2015 Order Appointing Receiver, it is requested that the Court order an interim taxation of costs to the Tennessee Regulatory Authority in the amount of \$15,098.04 (i.e., the amount of fees and expenses set forth in the Receiver's Motion).

**FURTHER THE AFFIANT SAITH NOT.**

  
ROBERT E. MOORE, JR.

Sworn to and subscribed before me on this

18<sup>th</sup> day of March, 2016.

  
Notary Public

Commission Expires: 1/6/2020

