

Scott D. Hall

Attorney at Law

105 Bruce Street
Sevierville, Tennessee 37862

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October 28, 2016

Cumberland County Chancery Court
60 Justice Center Dr, #226
Crossville, TN 38555

Rec'd 11/16
[Signature]

**Re: Tennessee Regulatory Authority Laurel Hills Condominiums POA vs.
Laurel Hills Condominiums POA
Cumberland Chancery No. 2015-CH-560**

Dear Clerk and Master,

Enclosed for filing is a Motion to Intervene by Moy Toy, LLC, as well as a Notice of Hearing.

Thank you for your attention to the above. I have enclosed a postage-paid envelope for your convenience in returning our filed copy of the Notice and 1st page of the Motion.

Cordially,

Debbie L. Hill

Debbie L. Hill
Legal Assistant to Scott D. Hall

Enclosure
cc: Client

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

TENNESSEE REGULATORY AUTHORITY,
Plaintiff,

v.

No. 2012-CH-560
Chancellor Thurman

LAUREL HILLS CONDOMINIUMS
PROPERTY OWNERS ASSOCIATION,
Respondent,

Rec'd 11/16
A. [Signature]

MOY TOY, LLC
Intervening Party.

NOTICE OF HEARING

TAKE NOTICE that on the 14th day of November, 2016, at 10:00 a.m., in the Chancery Court for Cumberland County, Tennessee, at the Courthouse in Crossville, Tennessee, I will appear before this Honorable Court for hearing of Moy Toy, LLC's Motion to Intervene. You may be present if you desire.

This ^{28th} day of October, 2016.



Scott D. Hall, BPR #014874
Attorney for Moy Toy, LLC
105 Bruce Street
Sevierville, TN 37862
(865) 428-9900
Attorney for Moy Toy, LLC

Certificate of Service

The undersigned hereby certifies that a true and exact copy of the foregoing **Notice of Hearing** has been served upon the following counsel or party in interest herein by delivering same to the address of said counsel or party, or by mailing same to the offices of said counsel or address of the party by United States Mail with sufficient postage thereon to carry it to its destination.

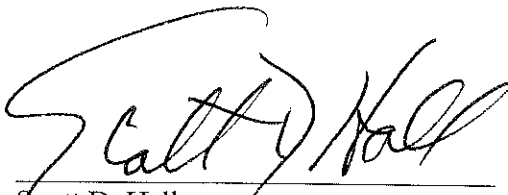
James L. Gass, Esq.
Ogle, Gass & Richardson, PC
103 Bruce Street
Sevierville, TN 37862

G. Everett Sinor, Jr.
3504 Robin Road
Nashville, TN 37204

Vance Broemel
Erin Merrick
Consumer Advocate General
P.O. Box 20207
425 5th Avenue North, 2nd Floor
Nashville, TN 37243-0500

James Robert Layman
Staff Attorney
502 Deadrick Street, 4th Floor
Nashville, TN 37243

This 28th day of October, 2016.



Scott D. Hall

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

**TENNESSEE REGULATORY AUTHORITY,
Plaintiff,**

**v.
LAUREL HILLS CONDOMINIUMS
PROPERTY OWNERS ASSOCIATION,
Respondent,**

No. 2012-CH-560

*Rec'd - 11/1/16
- J. [Signature]*

**MOY TOY, LLC
Intervening Party.**

MOTION TO INTERVENE BY MOY TOY, LLC

Comes Moy Toy, LLC, and moves to intervene in this action pursuant to Rule 24 of the Tennessee Rules of Civil Procedure. The issues raised in this lawsuit directly affect the interests of Moy Toy. Further, the rights and interests of Moy Toy include common questions of law and fact which are presented by the current parties, for decision by this Chancery Court.

In support of this Motion to Intervene, it would be shown as follows:

Procedure and Law

1. Pursuant to Rule 24 of the Tennessee Rules of Civil Procedure:

Upon timely application anyone shall be permitted to intervene in an action: . . . (2) when the applicant claims an interest relating to the property or transaction which is the subject of the action and the applicant is so situated that the disposition of the action may as a practical matter impair or impede the applicant's ability to protect that interest, unless the applicant's interest is adequately represented by existing parties; or (3) by stipulation of all the parties.

Tenn. R. Civ. P. 24.01

This Rule grants intervention by right, in that a party "shall be permitted to intervene . . ." when a movant's interests may be impaired or impeded.

2. Further, Permissive Intervention is allowed and is proper “. . . (2) when an applicant’s claim or defense and the main action have a question of law or fact in common.” Tenn. R. Civ. P. 24.02.

Facts and Interests

3. At issue in the instant lawsuit is application and enforcement of a Settlement Agreement and Release entered by Plaintiff Tennessee Regulatory Authority. See Record. More particularly, Defendant Laurel Hills has filed a Motion to Enforce Settlement Agreement and to Dismiss Show Cause Proceedings with Prejudice. See Record. The facts of such Motion by Laurel Hills, as well as this Court’s ruling thereon, concern and affect the rights and interests of Movant Moy Toy, LLC.

Laurel Hills Condominiums Property Owners Association Motion to Enforce Settlement Agreement and to Dismiss Show Cause Proceedings with Prejudice (hereafter “Motion to Enforce”) which was filed in this action on August 16, 2016, is incorporated by specific reference in accordance with Rule 10 of the Tennessee Rules of Civil Procedure. Tenn. R. Civ. P. 10(c).

Movant Moy Toy is a third-party beneficiary and/or party-in-fact to the Agreement (**Exhibit 1**). The TRA demanded and received as consideration for the participation and release of Moy Toy the: a) License Agreement (attached hereto as **Exhibit 3**); and b) Quitclaim Deed (attached hereto as **Exhibit 2**). Moy Toy has provided actual consideration for its release.

4. As alleged in the Motion to Enforce, the Settlement Agreement and Release at issue in this proceeding provided for the “release, acquittal and discharge of Laurel Hills, including its predecessors, officers, and directors.” **Motion to Enforce of Record at p. 1, ¶ 2.**

Particularly, via the Agreement the TRA "...completely releases, acquits, and forever discharges...(a) Laurel Hills and its employees, representatives, attorneys, assigns, **predecessors**, successors, corporate parents, subsidiaries, affiliates, divisions, officers, members, managers, and/or directors." **See Agreement at ¶ I (a) at p. 2 (Exhibit 1)(emphasis added).**

5. Movant Moy Toy, LLC, was included in such "release" in that Plaintiff Tennessee Regulatory Authority ("TRA") views and alleges that Moy Toy, LLC, was a predecessor to Laurel Hills. Further, the concessions desired by Plaintiff TRA were obtained from Moy Toy, LLC, as part of the "Settlement Agreement." These concessions were demands of the TRA and resulted in the grants of the License and Quitclaim Deed. Moy Toy has a direct and vested interest in the Court's enforcement of the Settlement Agreement. Moy Toy was deemed a "predecessor" as such term was used in the Agreement. **See Affidavit of Benjamin A. Gastel attached hereto as Exhibit 4.**

Particularly, the TRA released:

- (a) All Claims that are asserted in the Show Cause Proceeding or in any way related to any TRA proceeding against Laurel Hills; and
- (b) Any and all known or unknown claims related to the Show Cause Proceeding or the construction, ownership, and operation of the Renegade Mountain Water System by the Released Parties that have accrued as of the Effective Date.
- (c) The Released Claims shall include all claims pending in Cumberland County Chancery Court, Dkt. No. 2012-CH-560 (the "Cumberland County Proceeding").

All of the aforementioned claims are referred to as the "Released Claims." The Released Claims shall not include any breach of this Settlement Agreement and Release.

See Agreement at ¶ I (a)(b)(c) at p. 2 (Exhibit 1) (emphasis added)

6. Attached hereto as **Exhibit A** is the *Complaint for Declaratory Relief and for Enforcement of Agreement* for Moy Toy, LLC, which will be filed, upon this Court granting permission to Moy Toy, LLC, to intervene in this lawsuit.

Judicial Economy

7. This Court's ruling upon the Settlement Agreement and Release ("Agreement") at issue in this action directly affects the interests, claims, and defenses of Moy Toy, LLC.

8. Plaintiff TRA entered the subject Settlement Agreement and Release with the knowledge and expectation that Moy Toy, LLC, was involved in the transaction and occurrences associated with Agreement because:

a) the Irrevocable License Agreement made part of the Agreement was, in part, granted by Moy Toy, LLC. **Exhibit 3** hereto (License).

b) the Quitclaim Deed delivered to TRA and recorded by TRA in furtherance of the Agreement was executed and delivered by Moy Toy, LLC. **Exhibit 2** hereto (Deed).

9. Moy Toy, LLC, expects to and has asserted against Plaintiff TRA the same defenses and claims which have been asserted by the Defendant in this action. The rulings and any determinations of fact and/or occurrences subject to this Court's ruling directly affect Moy Toy, LLC.

10. The intervention of Moy Toy, LLC, would reduce the need for additional litigation before this Court and allow for a more efficient and expedient resolution of issues common to all the parties, as well as to Movant.


11. Permitting Moy Toy to intervene in this lawsuit would not prejudice any party, in that Moy Toy desires a prompt resolution of the issues before the Court. Further, a ruling in this

proceeding on the common issues of law and fact would expedite a resolution for all the original parties to this action, as well as to Movant Moy Toy, LLC.

12. Intervention under Rule 24 is primarily a joinder device which is intended to protect a person who is not a party to the action, by allowing such entity to intervene in the action as a party. Tenn. R. Civ. P. 24. The work, efforts, and time allotted to the cumulative issues involved are reduced and judicial economy are served by allowing Intervention by Moy Toy, LLC.

WHEREFORE, the above premises considered, it is requested that Moy Toy, LLC, be granted permission to intervene in this action pursuant to Rule 24 of the Tennessee Rules of Civil Procedure, to allow Moy Toy to participate in the proceedings which directly affect the interests of Moy Toy and which address common issues of facts and law at issue between the parties.

Submitted this the 28th day of October, 2016.



Scott D. Hall / BPR #014874
Attorney for Moy Toy, LLC
105 Bruce Street
Sevierville, TN 37862
(865) 428-9900

Certificate of Service

The undersigned hereby certifies that a true and exact copy of the foregoing **Motion to Intervene by Moy Toy, LLC** has been served upon the following counsel or party in interest herein by delivering same to the address of said counsel or party, or by mailing same to the offices of said counsel or address of the party by United States Mail with sufficient postage thereon to carry it to its destination.

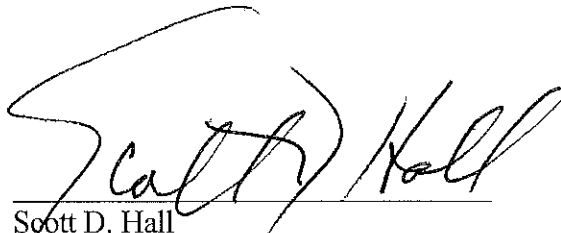
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P.O. Box 20207
425 5th Avenue North, 2nd Floor
Nashville, TN 37243-0500

James Robert Layman
Staff Attorney
502 Deadrick Street, 4th Floor
Nashville, TN 37243

This 28th day of October, 2016.



Scott D. Hall

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE is made and entered into this 27th day of July, 2015, by, between, and among Laurel Hills Condominiums Property Owners Association ("Laurel Hills"), a Tennessee non-profit corporation, on the one hand, and the Tennessee Regulatory Authority ("TRA" or "Authority") Staff acting as a Party ("Party Staff") appointed in Docket No. 12-00030, on the other hand.

The TRA currently has a docket pending (Docket Number 12-00077, the "Show Cause Proceeding") against Laurel Hills relating to Laurel Hills alleged violation of state law in the operation of a water system located on Renegade Mountain (the "Renegade Mountain Water System"). In the Show Cause Proceeding, Party Staff seeks to fine Laurel Hills for these alleged violations.

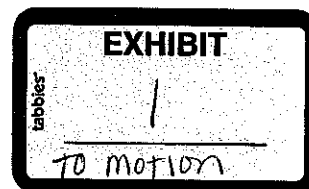
On April 13, 2013, in a separate but related proceeding (Docket Number 12-00030, the "CCN Proceeding"), the TRA denied Laurel Hills a certificate of public convenience and necessity to operate the Renegade Mountain Water System and ordered Laurel Hills to divest the water system. The CCN Proceeding has not resulted, to date, in Laurel Hills divesting the Renegade Mountain Water System.

Recognizing that bona fide disputes and controversies exist as to the claims against and the liability of Laurel Hills, the undersigned have entered into this Settlement Agreement and Release in order that each and every aspect of such disputes and controversies and all claims can be resolved between Party Staff and Laurel Hills and that the risk and cost of any further litigation between them can be forever avoided.

IT IS THEREFORE AGREED AS FOLLOWS:

I.

4816-5346-9986.6



RELEASE, ACQUITTAL, AND DISCHARGE

In consideration of the items fully detailed in Section II below, the TRA hereby completely releases, acquits, and forever discharges the following:

- (a) Laurel Hills and its employees, representatives, attorneys, assigns, predecessors, successors, corporate parents, subsidiaries, affiliates, divisions, officers, members, managers, and/or directors.

All of the individuals or entities named or referred to above are hereinafter collectively referred to as the "Released Parties." The Released Parties are completely released, acquitted, and discharged from the following claims:

- (a) All claims that are asserted in the Show Cause Proceeding or in any way related to any TRA proceeding against Laurel Hills; and
- (b) Any and all known or unknown claims related to the Show Cause Proceeding or the construction, ownership, and operation of the Renegade Mountain Water System by the Released Parties that have accrued as of the Effective Date.
- (c) The Released Claims shall include all claims pending in Cumberland County Chancery Court, Dkt. No 2012-CH-560 (the "Cumberland County Proceeding").

All of the aforementioned claims are referred to as the "Released Claims." The Released Claims shall not include any breach of this Settlement Agreement and Release.

II.

PAYMENTS AND CONSIDERATION

As consideration for the promises, agreements, obligations, releases, and representations, and any and all other undertakings included in this Settlement Agreement and Release, Laurel Hills and TRA agree to the following terms:

- (a) Laurel Hills shall agree to place the Renegade Mountain Water System into voluntary receivership and forever remove itself from the operations and management of the Renegade Mountain Water System;
- (b) Laurel Hills shall agree to place the Renegade Mountain Water System into voluntary receivership and agree to the TRA's choice of receiver (the "Receiver");
- (c) Laurel Hills shall agree to make all records Laurel Hills has related to the water operations available on the Effective Date to the Receiver. Such records shall include a list of all current customers and contact information, all current accounting records, all current maps and schematics related to the Renegade Mountain Water System, and generally all records Laurel Hills has necessary for the efficient management of the Renegade Mountain Water System. Such records shall be made available to the Receiver immediately;
- (d) Laurel Hills shall agree to transfer title to all assets identified on Schedule A and execute any document reasonably necessary to effectuate such transfer of legal title to said assets.

- (e) Laurel Hills shall agree to cooperate with the Receiver and make any personnel reasonably available to the Receiver in order to ensure the orderly transfer and continued operation of water service during the transfer process to the Receiver.
- (f) Laurel Hills shall procure an irrevocable license from the current registered title holder to ensure that the lines, pipes, pump station, and other water system-related assets have a valid property right to remain in the locations where they are found on the Effective Date.
- (g) Laurel Hills shall effectuate the transfer of the water tower and water tower parcel located on Renegade Mountain from the current title holder to the Receiver subject to the following conditions:
 1. The deed of conveyance containing a reverter clause for the parcel to revert to the current title holder if the water tower or any replacement thereof is not used for water utility purposes or if the parcel ceases to be used as part of the Renegade Mountain Water System for utility purposes. However, the TRA, the receiver, and their successors in title are not obligated to utilize the water tower in utility operations;
 2. The deed containing a deed restriction calling for the use of a standard or neutral color scheme for the painting of the water tower, routine maintenance of the water tower parcel to include its landscaping, restricting such activities as chain link/barb wire fencing and, buildings or structures unrelated to utility purposes or structures not required for the support or maintenance of the water tower;

3. The subsequent conveyance of an easement or license to the current title holder as the developer of Renegade Mountain to use the water tower for placement of the name of the development and to light the tower at the sole cost and expense of the developer.
- (h) The parties agree that the legal fees awarded to Laurel Hills in the TRA Order of April 13, 2013 in the CCN Proceedings which are currently included in the water rate may continue to be part of the rate charged in the future as provided in said order if subsequently approved by the Authority in a new rate case.
- (i) The parties agree, except as provided in this agreement, that the payment of their respective attorneys' fees and costs, including referral fees, and the repayment or compromise of any and all claims and liens, including but not limited to subrogation, property damage, and attorneys' liens or claims, or any other liens or third-party claims, will be the sole responsibility of each party.
- (j) The parties agree that Laurel Hills will continue to pay the water bills owing to Crab Orchard Utility District up to the Effective Date.. All outstanding bills owed to Crab Orchard Utility District or any other utility service provider on the date of transfer of the water system shall be the responsibility of Laurel Hills and all accrued accounts receivable owed by water customers to Laurel Hills as of the date of transfer of the water system shall be collected by the Receiver and paid to Laurel Hills.

III.

DISMISSAL WITH PREJUDICE AND COSTS

The parties hereby agree to execute through their respective attorneys an Agreed Order of Dismissal with Prejudice dismissing with prejudice the Show Cause Proceeding upon completion of Laurel Hills' obligations under this Agreement.

The parties acknowledge that the Cumberland County proceeding will only be dismissed upon full and final transfer of ownership of the Renegade Mountain Water System to the Receiver. Upon transfer of the Renegade Mountain Water System to the Receiver, counsel for Laurel Hills and counsel for the TRA shall mutually agree to negotiate in good faith the orderly dismissal of the claims in the Cumberland County Proceeding.

V.

REPRESENTATIONS AND WARRANTIES OF THE LAUREL HILLS

The Laurel Hills expressly warrants and represents to the TRA that:

1. It is legally competent to execute this Settlement Agreement and Release.
2. It is the legal owner of the Renegade Mountain Water System.
3. It understands and agrees that this Settlement Agreement and Release is in its best interest.
4. It understands and agrees that this Settlement Agreement and Release terminates the Show Cause Proceeding.
5. It has had the benefit of professional advice of attorneys of its own choosing, and it is fully satisfied with that advice, and has relied solely and completely upon its own judgment, together with that professional advice.
6. No promise or representation of any kind has been expressed or implied to it by the TRA, or by anyone acting for them, except as is expressly stated in this Settlement Agreement and Release.

7. It is not relying upon any advice of the TRA, or of their counsel or representatives, as to the legal and tax consequences of this Settlement Agreement and Release.
8. It has read, had explained to it by its attorney to its satisfaction, and understands the dismissal with prejudice to be entered in the Show Cause Proceeding, and has authorized its entry.

VI.

ADDITIONAL DOCUMENTS

All parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the basis and intent of this Settlement Agreement and Release.

VII.

SEVERABILITY

A determination that the application of any provision of this Settlement Agreement and Release to any person or circumstance is unenforceable, invalid, or illegal shall not affect the enforceability, validity, or legality of such provision as it may apply to other persons or circumstances.

VIII.

ENFORCEMENT


The parties acknowledge and agree that they shall have available to them all remedies at law and in equity to enforce the terms of this Agreement, including, but not limited to, the contempt powers of the courts.


**IX.
EFFECTIVENESS**

This Settlement Agreement and Release shall become effective immediately upon approval by the Authority.

SIGNATURE ON FOLLOWING PAGE

Approved:


Benjamin A. Gastel
Counsel for Laurel Hills


Shiva Bozarth
Counsel for the Tennessee Regulatory Authority Party Staff

SCHEDULE A

LIST OF ASSETS TO BE CONVEYED TO THE RECEIVER

1. All water transmission lines;
2. All water service lines;
3. All water meters and valves;
4. The pumping station;
5. The water storage tank located on Renegade Mountain (subject to the conditions set forth in the above agreement);
6. All other tangible assets used in the Renegade Mountain Water System (as defined above);
7. All accounts receivable;
8. All rights under any contracts related to water service;
9. All service rights;
10. All other general intangible rights related to the provision of water service.

**FIRST ADDENDUM TO
SETTLEMENT AGREEMENT AND RELEASE**

THIS FIRST ADDENDUM TO SETTLEMENT AGREEMENT AND RELEASE is made and entered into this ____ day of August, 2015, by, between, and among Laurel Hills Condominiums Property Owners Association ("Laurel Hills"), a Tennessee non-profit corporation, on the one hand, and the Tennessee Regulatory Authority ("TRA" or "Authority") Staff acting as a Party ("Party Staff") appointed in Docket No. 12-00030, on the other hand.

Laurel Hills and TRA agree to the following terms and conditions which shall either add to or modify the Settlement Agreement and Release in the following respects:

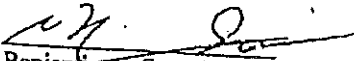
1. The terms and conditions set out in Section II, Paragraph(g) are hereby modified to the extent Laurel Hills will effectuate the transfer of the water tower and water tower parcel to the Receiver with a modified reverter clause and/or deed restrictions to allow the opportunity for an easement for a single 911 communications antenna owned, operated, and maintained by Cumberland County to be placed on top of the water tank subject to the following conditions:

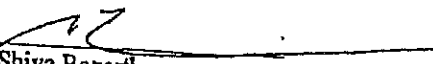
- (a) the antenna be used solely for emergency communications;
- (b) the antenna be designed, constructed, and installed according to plans and specifications, i.e. height, type, etc. as represented by the County, and approved by the current title holder;
- (c) full compensation (including transaction costs) paid to the current title holder at appraised value for the easement and related easement rights;
- (d) all deed restrictions currently set out in Paragraph(g) above-referenced except as modified herein; and
- (e) the easement document be executed by the current title holder and such transaction be effected before conveyance of the fee title to the water tower and the water tower parcel to the Receiver.

Exhibit 1

2. Except as amended herein, all terms, conditions, and provisions of the Settlement Agreement and Release shall remain unaffected and in full force and effect as written.

Approved:


Benjamin A. Gastel
Counsel for Laurel Hills


Shiva Bozarth
Counsel for the Tennessee Regulatory Authority Party Staff

OWNER/RESPONSIBLE TAXPAYER:
RECEIVERSHIP 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

EXHIBIT

2

TO MOTION

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 136734
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: 1/1/2020



[Signature]
Notary Public

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;

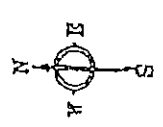
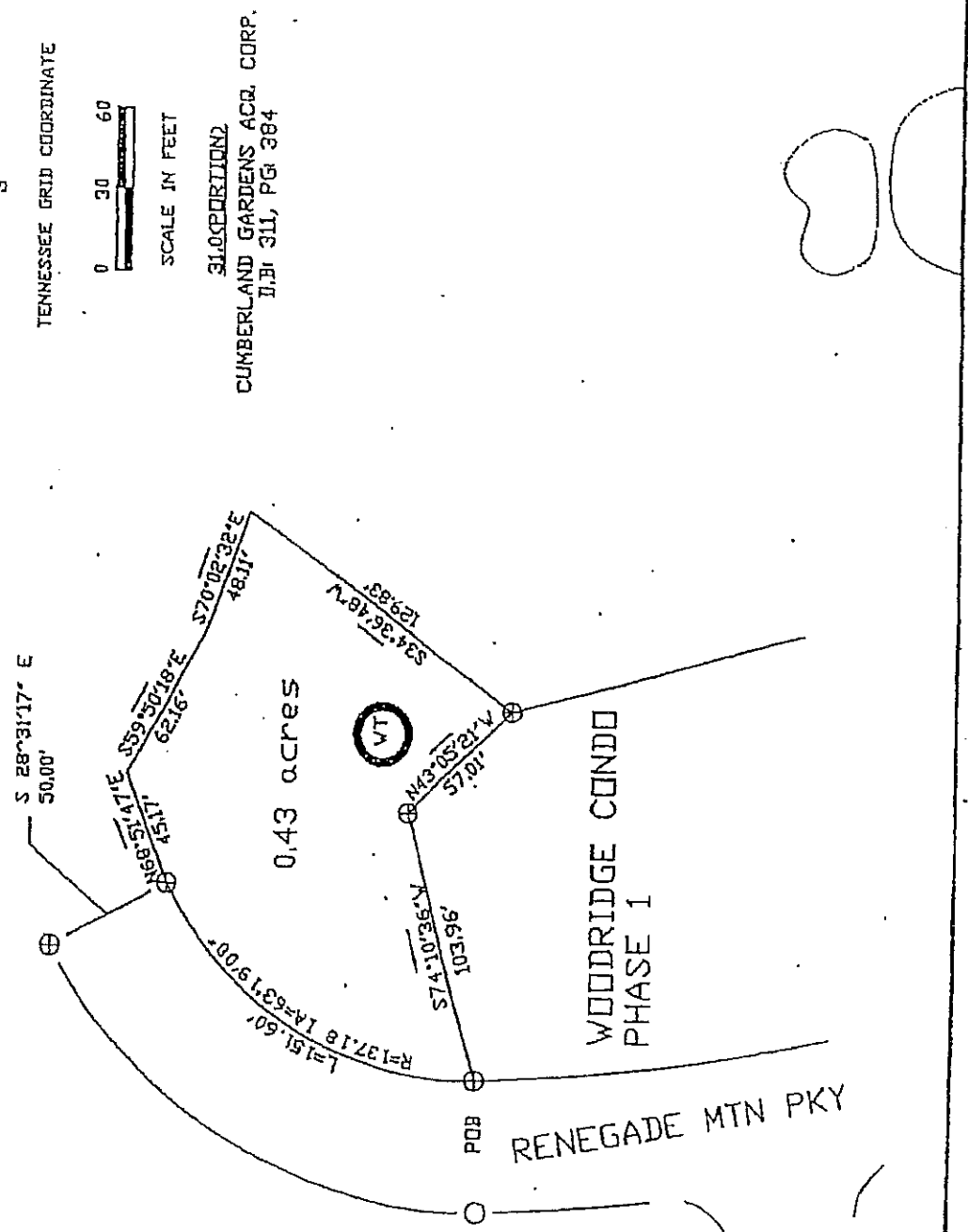
Thence South 70 deg. 02 min. 32 sec. East, 48.11 feet;

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 2
CUMBERLAND GARDENS ACQ. CORP.
PLAT 311, PG 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

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

EXHIBIT

3

to motion

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.

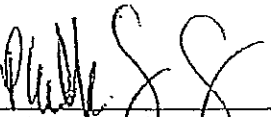
10. Choice of Law. This license shall be governed by the laws of the State of Tennessee.

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

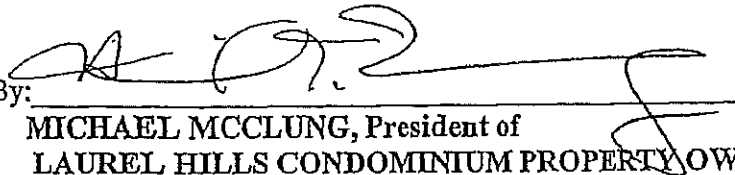
IN WITNESS WHEREOF, the parties hereto have executed this Non-Exclusive Revocable License Agreement as of the day and year first above written.

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

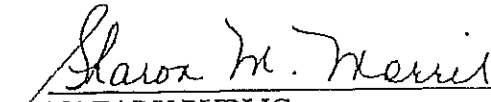
LAUREL HILLS CONDOMINIUM PROPERTY OWNERS' ASSOCIATION

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:

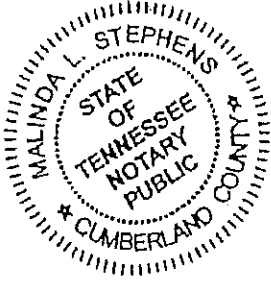


SHARON M. MORRIS
MY COMMISSION # FF 136704
EXPIRES: July 31, 2018
Bonded thru Budget Notary Services

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 5th day of February, 2016.



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

3/3/2016

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 79°45'01" 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°58'39" 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 made.

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 plat 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 plat 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 plat specific reference is hereby made.

BLOCK 17: Recorded in Plat Book 10, page 419, Register's Office, Cumberland County, Tennessee, to which said plat 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.

AFFIDAVIT OF BENJAMIN A. GASTEL

I, Benjamin A. Gastel, after being duly sworn and being under oath, hereby verify the following facts and information based on my personal knowledge.


1. I am a licensed Tennessee attorney and represented Laurel Hills Condominium Property Owners Association ("Laurel Hills") in formation of a Settlement Agreement and Release with the Tennessee Regulatory Authority ("TRA").

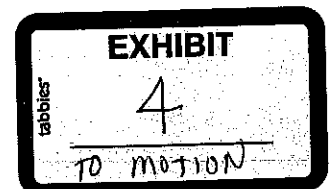
3. I consulted Laurel Hills with regard to the Settlement Agreement and Release ("Agreement") executed July 27, 2015, as such Agreement pertained to the interests of Laurel Hills.

3. In and as part of negotiations with the TRA, Laurel Hills was asked to obtain a license agreement and Quitclaim Deed associated with the Renegade Mountain Water System from the relevant property owner, Moy Toy, LLC.

4. In my negotiations with the TRA, Laurel Hills specifically asked and received the concession for making the Settlement Agreement and Release with the TRA applicable to owner and operator "predecessors" to Laurel Hills, with regard to the Renegade Mountain Water System. Documents produced by Laurel Hills to the TRA in the process of seeking a certificate to operate the Renegade Mountain Water System disclosed that that one such predecessor-in-interest was Moy Toy, LLC.

Further, affiant saith not.


Benjamin A. Gastel



State of Tennessee
County of Davidson

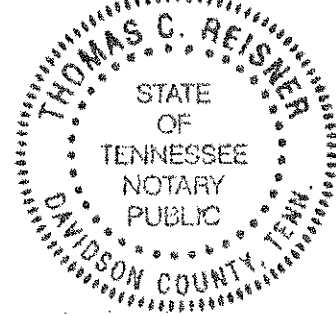
Before me, the undersigned authority, a notary public in and for the State and County aforesaid, personally appeared **Benjamin A. Gastel** with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal this 30th day of October, 2016.

Thomas C. Reiser

Notary Public

My Commission Expires: 3/10/2019



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

TENNESSEE REGULATORY AUTHORITY,
Plaintiff,

v.

No. 2012-CH-560

Chancellor Thurman

LAUREL HILLS CONDOMINIUMS
PROPERTY OWNERS ASSOCIATION,
Respondent,

MOY TOY, LLC
Intervening Party.

Rec'd 11/16
[Signature]

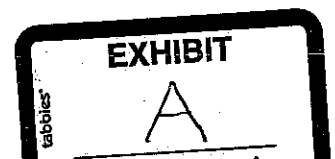
**COMPLAINT FOR DECLARATORY RELIEF
& FOR ENFORCEMENT OF AGREEMENT**

Comes Moy Toy, LLC, and commences its action and claims against the original Plaintiff in this action, the Tennessee Regulatory Authority ("TRA"). In support of this action, it would be shown as follows:

Parties

1. Moy Toy, LLC, is a Tennessee limited liability company which is intervening in this action pursuant to Court Order. Responsive pleadings may be served upon Moy Toy, LLC, via its attorney, Scott D. Hall, 105 Bruce Street, Sevierville, Tennessee 37862.

2. The TRA is an agency of the State of Tennessee, and commenced this action. The TRA subjected itself to the authority of this Court, raising issues associated with enforcement of the Settlement Agreement and Release dated July 27th, 2015 (hereafter "Agreement"). Attached hereto as Exhibit 1.



3. Laurel Hills Condominiums Property Owners Association (hereafter “Laurel Hills”) is a Tennessee corporation acting as the Property Owners Association for Laurel Hills Condominiums.

Facts

4. The original parties to this lawsuit entered into a Settlement Agreement and Release dated July 27, 2015 (hereafter “Agreement”). **See Agreement (Exhibit 1).**

Movant Moy Toy is a third-party beneficiary and/or party-in-fact to the Agreement (**Exhibit 1**). The TRA demanded and received as consideration for the participation and release of Moy Toy the: a) License Agreement (attached hereto as **Exhibit 3**); and b) Quitclaim Deed (attached hereto as **Exhibit 2**). Moy Toy has provided actual consideration for its release.

5. The topic of the Agreement was a certain “Water System” located on Renegade Mountain, Cumberland County, Tennessee, wherein the TRA released Laurel Hills, predecessors, affiliates, etc., as to:

(a) All Claims that are asserted in the Show Cause Proceeding or in any way related to any TRA proceeding against Laurel Hills; and

(b) Any and all known or unknown claims related to the Show Cause Proceeding or the construction, ownership, and operation of the Renegade Mountain Water System by the Released Parties that have accrued as of the Effective Date.

(c) The Released Claims shall include all claims pending in Cumberland County Chancery Court, Dkt. No. 2012-CH-560 (the “Cumberland County Proceeding”).

All of the aforementioned claims are referred to as the “Released Claims.” The Released Claims shall not include any breach of this Settlement Agreement and Release.

See Agreement at ¶ I (a)(b)(c) at p. 2 (Exhibit 1) (emphasis added)

6. Components of the Water System were owned by Moy Toy, LLC, and as such the Agreement was predicated upon the expectation that Moy Toy would take certain action for the benefit of and/or at the desire of the TRA. **See Agreement (Exhibit 1).**

7. The terms of the Agreement called for and anticipated that Moy Toy, LLC, would take action as owner and holder of certain rights and interests associated with the Water System. Namely, when the TRA entered and executed the Agreement, the TRA was aware that Moy Toy, LLC, held title to certain assets used as part of the Water System. Particularly, Moy Toy, LLC, held title to the “water tower and water tower parcel located on Renegade Mountain . . .” **See Agreement at ¶ II(g) at p. 4 (Exhibit 1); and Quitclaim Deed attached hereto as Exhibit 2.**

8. In the Agreement, Moy Toy, LLC, is referred to as “the current title holder” of the “water tower and water tower parcel located on Renegade Mountain.” **Agreement at ¶ II(g) at p. 4 (Exhibit 1).**

Essence of Agreement

9. The essence of the Agreement was to provide for dismissal with prejudice and release of claims associated with ownership and operation of the Renegade Mountain Water System. **See Agreement at ¶ III at p. 6 (Exhibit 1).**

The Agreement was intended as a complete release of Laurel Hills and Moy Toy. **See Agreement (Exhibit 1); Affidavit of Benjamin Gastel attached hereto as Exhibit 7.**

Execution of Agreement Terms

10. In accordance with the Agreement, Moy Toy executed a Quitclaim Deed, delivered it, and the Quitclaim Deed was recorded by Receivership Management, Inc., via its attorney, Everett Sinor, Jr. **See Quitclaim Deed (Exhibit 2).**

11. Further, both Laurel Hills and Moy Toy executed and delivered the License Agreement called for in the Agreement. **See Irrevocable License Agreement for Existing Utility Purposes attached hereto as Exhibit 3; and Letter of G. Everett Sinor, Jr. dated March 10, 2016 attached hereto as Exhibit 4.** The TRA and Receivership Management, Inc. accepted the License.

This Proceeding

12. At issue in the instant lawsuit is application and enforcement of a Settlement Agreement and Release entered by Plaintiff Tennessee Regulatory Authority. **See Record.** More particularly, Defendant Laurel Hills has filed a Motion to Enforce Settlement Agreement and to Dismiss Show Cause Proceedings with Prejudice. **See Record.** The facts of such Motion by Laurel Hills, as well as this Court's ruling thereon, concern and affect the rights and interests of Movant Moy Toy, LLC.

Laurel Hills Condominiums Property Owners Association's Motion to Enforce Settlement Agreement and to Dismiss Show Cause Proceedings with Prejudice (hereafter "Motion to Enforce"), which was filed in this action on August 16, 2016, is incorporated herein by specific reference in accordance with Rule 10 of the Tennessee Rules of Civil Procedure. Tenn. R. Civ. P. 10(c).

13. As alleged in the Motion to Enforce, the Settlement Agreement and Release at issue in this proceeding provided for the “release, acquittal and discharge of Laurel Hills, including its predecessors, officers, and directors.” See **Motion to Enforce of Record of Record at p. 1, ¶ 2.**

14. Movant Moy Toy, LLC, was included in such “release” in that Plaintiff views and alleges that Moy Toy, LLC, was a predecessor to Laurel Hills as owner of the Water System. Further, the concessions desired by Plaintiff TRA were obtained as part of the “Settlement Agreement” from Moy Toy, LLC.

Movant Moy Toy is a third-party beneficiary and/or party-in-fact to the Agreement (**Exhibit 1**). The TRA demanded and received as consideration for the participation and release of Moy Toy the: a) License Agreement (attached hereto as **Exhibit 3**); and b) Quitclaim Deed (attached hereto as **Exhibit 2**). Moy Toy has provided actual consideration for its release.

15. The TRA has alleged and asserted that Moy Toy, LLC, was the predecessor operator of the Renegade Mountain water system. See **Petition, Docket No. 15-00118, attached hereto as Exhibit 5.** Moy Toy, in fact, was owner of certain assets used as part of the Renegade Mountain Water System.

16. The TRA acknowledged that “Moy Toy, LLC, assisted Laurel Hills Condominium Property Owner’s Association in complying with its obligations under the Settlement Agreement in TRA Docket No. 12-0007.” See **TRA’s Request for Dismissal in Docket No. 15-00118 attached hereto as Exhibit 6.**

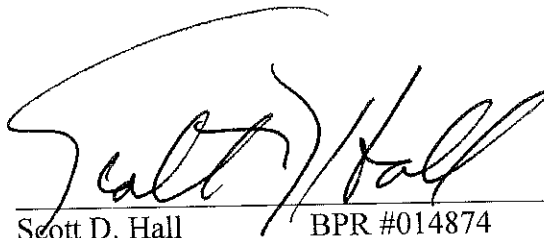
17. With regard to the Settlement Agreement and Release (“Agreement”) at issue in this lawsuit, Moy Toy, LLC, was included as an entity to be released.

18. With delivery of the License (**Exhibit 3**) and the Quitclaim Deed (**Exhibit 2**), Moy Toy has fully complied with all obligations imposed upon it and with all demands of the TRA. As such, Moy Toy is entitled to be released by TRA and was released by the TRA as to all claims associated with the Renegade Mountain Water Systems. **See Agreement (Exhibit 1)**.

19. Moy Toy, LLC, hereby asserts the claims and/or defenses of release and settlement as to any claim of the TRA concerning the Renegade Mountain Water System, and hereby asserts its rights to declaratory judgment confirming such release and settlement with Moy Toy, LLC.

WHEREFORE, the above premises considered, it is requested that Moy Toy, LLC, be found and ruled released by the TRA from any claims, obligations, or duties associated with the Renegade Mountain Water System. Moy Toy requests that it is declared released via the terms of the Settlement Agreement and Release at issue in this action.

Submitted this the 28th day of October, 2016.



Scott D. Hall BPR #014874
Attorney for Moy Toy, LLC
105 Bruce Street
Sevierville, TN 37862
(865) 428-9900


COST BOND

We, the undersigned, hereby acknowledge ourselves as principal and surety for the costs of this cause of action.

PRINCIPAL:

Moy Toy, LLC

By: _____


Scott D. Hall
Attorney for Moy Toy, LLC
105 Bruce Street
Sevierville, TN 37862
(865) 428-9900

SURETY:



Scott D. Hall, Attorney

Certificate of Service

The undersigned hereby certifies that a true and exact copy of the foregoing **COMPLAINT FOR DECLARATORY RELIEF & FOR ENFORCEMENT OF RELEASE** has been served upon the following counsel or party in interest herein by delivering same to the address of said counsel or party, or by mailing same to the offices of said counsel or address of the party by United States Mail with sufficient postage thereon to carry it to its destination.

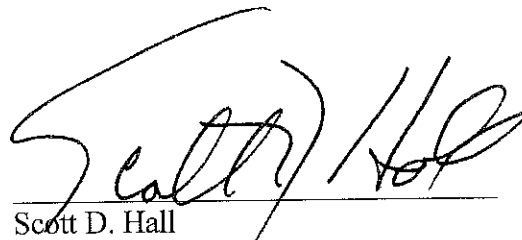
James L. Gass, Esq.
Ogle, Gass & Richardson, PC
103 Bruce Street
Sevierville, TN 37862

G. Everett Sinor, Jr.
3504 Robin Road
Nashville, TN 37204

Vance Broemel
Erin Merrick
Consumer Advocate General
P.O. Box 20207
425 5th Avenue North, 2nd Floor
Nashville, TN 37243-0500

James Robert Layman
Staff Attorney
502 Deadrick Street, 4th Floor
Nashville, TN 37243

This 28th day of October, 2016.



Scott D. Hall

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE is made and entered into this 27th day of July, 2015, by, between, and among Laurel Hills Condominiums Property Owners Association ("Laurel Hills"), a Tennessee non-profit corporation, on the one hand, and the Tennessee Regulatory Authority ("TRA" or "Authority") Staff acting as a Party ("Party Staff") appointed in Docket No. 12-00030, on the other hand.

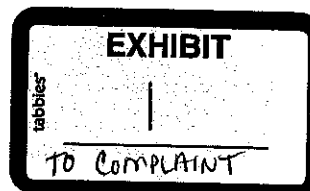
The TRA currently has a docket pending (Docket Number 12-00077, the "Show Cause Proceeding") against Laurel Hills relating to Laurel Hills alleged violation of state law in the operation of a water system located on Renegade Mountain (the "Renegade Mountain Water System"). In the Show Cause Proceeding, Party Staff seeks to fine Laurel Hills for these alleged violations.

On April 13, 2013, in a separate but related proceeding (Docket Number 12-00030, the "CCN Proceeding"), the TRA denied Laurel Hills a certificate of public convenience and necessity to operate the Renegade Mountain Water System and ordered Laurel Hills to divest the water system. The CCN Proceeding has not resulted, to date, in Laurel Hills divesting the Renegade Mountain Water System.

Recognizing that bona fide disputes and controversies exist as to the claims against and the liability of Laurel Hills, the undersigned have entered into this Settlement Agreement and Release in order that each and every aspect of such disputes and controversies and all claims can be resolved between Party Staff and Laurel Hills and that the risk and cost of any further litigation between them can be forever avoided.

IT IS THEREFORE AGREED AS FOLLOWS:

I.



RELEASE, ACQUITTAL, AND DISCHARGE

In consideration of the items fully detailed in Section II below, the TRA hereby completely releases, acquits, and forever discharges the following:

- (a) Laurel Hills and its employees, representatives, attorneys, assigns, predecessors, successors, corporate parents, subsidiaries, affiliates, divisions, officers, members, managers, and/or directors.

All of the individuals or entities named or referred to above are hereinafter collectively referred to as the "Released Parties." The Released Parties are completely released, acquitted, and discharged from the following claims:

- (a) All claims that are asserted in the Show Cause Proceeding or in any way related to any TRA proceeding against Laurel Hills; and
- (b) Any and all known or unknown claims related to the Show Cause Proceeding or the construction, ownership, and operation of the Renegade Mountain Water System by the Released Parties that have accrued as of the Effective Date.
- (c) The Released Claims shall include all claims pending in Cumberland County Chancery Court, Dkt. No 2012-CH-560 (the "Cumberland County Proceeding").

All of the aforementioned claims are referred to as the "Released Claims." The Released Claims shall not include any breach of this Settlement Agreement and Release.

II.

PAYMENTS AND CONSIDERATION

As consideration for the promises, agreements, obligations, releases, and representations, and any and all other undertakings included in this Settlement Agreement and Release, Laurel Hills and TRA agree to the following terms:

- (a) Laurel Hills shall agree to place the Renegade Mountain Water System into voluntary receivership and forever remove itself from the operations and management of the Renegade Mountain Water System;
- (b) Laurel Hills shall agree to place the Renegade Mountain Water System into voluntary receivership and agree to the TRA's choice of receiver (the "Receiver");
- (c) Laurel Hills shall agree to make all records Laurel Hills has related to the water operations available on the Effective Date to the Receiver. Such records shall include a list of all current customers and contact information, all current accounting records, all current maps and schematics related to the Renegade Mountain Water System, and generally all records Laurel Hills has necessary for the efficient management of the Renegade Mountain Water System. Such records shall be made available to the Receiver immediately;
- (d) Laurel Hills shall agree to transfer title to all assets identified on Schedule A and execute any document reasonably necessary to effectuate such transfer of legal title to said assets.

- (e) Laurel Hills shall agree to cooperate with the Receiver and make any personnel reasonably available to the Receiver in order to ensure the orderly transfer and continued operation of water service during the transfer process to the Receiver.
- (f) Laurel Hills shall procure an irrevocable license from the current registered title holder to ensure that the lines, pipes, pump station, and other water system-related assets have a valid property right to remain in the locations where they are found on the Effective Date.
- (g) Laurel Hills shall effectuate the transfer of the water tower and water tower parcel located on Renegade Mountain from the current title holder to the Receiver subject to the following conditions:
 - 1. The deed of conveyance containing a reverter clause for the parcel to revert to the current title holder if the water tower or any replacement thereof is not used for water utility purposes or if the parcel ceases to be used as part of the Renegade Mountain Water System for utility purposes. However, the TRA, the receiver, and their successors in title are not obligated to utilize the water tower in utility operations;
 - 2. The deed containing a deed restriction calling for the use of a standard or neutral color scheme for the painting of the water tower, routine maintenance of the water tower parcel to include its landscaping, restricting such activities as chain link/barb wire fencing and, buildings or structures unrelated to utility purposes or structures not required for the support or maintenance of the water tower;

3. The subsequent conveyance of an easement or license to the current title holder as the developer of Renegade Mountain to use the water tower for placement of the name of the development and to light the tower at the sole cost and expense of the developer.
- (h) The parties agree that the legal fees awarded to Laurel Hills in the TRA Order of April 13, 2013 in the CCN Proceedings which are currently included in the water rate may continue to be part of the rate charged in the future as provided in said order if subsequently approved by the Authority in a new rate case.
- (i) The parties agree, except as provided in this agreement, that the payment of their respective attorneys' fees and costs, including referral fees, and the repayment or compromise of any and all claims and liens, including but not limited to subrogation, property damage, and attorneys' liens or claims, or any other liens or third-party claims, will be the sole responsibility of each party.
- (j) The parties agree that Laurel Hills will continue to pay the water bills owing to Crab Orchard Utility District up to the Effective Date.. All outstanding bills owed to Crab Orchard Utility District or any other utility service provider on the date of transfer of the water system shall be the responsibility of Laurel Hills and all accrued accounts receivable owed by water customers to Laurel Hills as of the date of transfer of the water system shall be collected by the Receiver and paid to Laurel Hills.

III.

DISMISSAL WITH PREJUDICE AND COSTS

The parties hereby agree to execute through their respective attorneys an Agreed Order of Dismissal with Prejudice dismissing with prejudice the Show Cause Proceeding upon completion of Laurel Hills' obligations under this Agreement.

The parties acknowledge that the Cumberland County proceeding will only be dismissed upon full and final transfer of ownership of the Renegade Mountain Water System to the Receiver. Upon transfer of the Renegade Mountain Water System to the Receiver, counsel for Laurel Hills and counsel for the TRA shall mutually agree to negotiate in good faith the orderly dismissal of the claims in the Cumberland County Proceeding.

V.

**REPRESENTATIONS AND WARRANTIES
OF THE LAUREL HILLS**

The Laurel Hills expressly warrants and represents to the TRA that:

1. It is legally competent to execute this Settlement Agreement and Release.
2. It is the legal owner of the Renegade Mountain Water System.
3. It understands and agrees that this Settlement Agreement and Release is in its best interest.
4. It understands and agrees that this Settlement Agreement and Release terminates the Show Cause Proceeding.
5. It has had the benefit of professional advice of attorneys of its own choosing, and it is fully satisfied with that advice, and has relied solely and completely upon its own judgment, together with that professional advice.
6. No promise or representation of any kind has been expressed or implied to it by the TRA, or by anyone acting for them, except as is expressly stated in this Settlement Agreement and Release.

7. It is not relying upon any advice of the TRA, or of their counsel or representatives, as to the legal and tax consequences of this Settlement Agreement and Release.
8. It has read, had explained to it by its attorney to its satisfaction, and understands the dismissal with prejudice to be entered in the Show Cause Proceeding, and has authorized its entry.

VI.

ADDITIONAL DOCUMENTS

All parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the basis and intent of this Settlement Agreement and Release.

VII.

SEVERABILITY

A determination that the application of any provision of this Settlement Agreement and Release to any person or circumstance is unenforceable, invalid, or illegal shall not affect the enforceability, validity, or legality of such provision as it may apply to other persons or circumstances.

VIII.

ENFORCEMENT

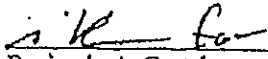
The parties acknowledge and agree that they shall have available to them all remedies at law and in equity to enforce the terms of this Agreement, including, but not limited to, the contempt powers of the courts.

**IX.
EFFECTIVENESS**

This Settlement Agreement and Release shall become effective immediately upon approval by the Authority.

SIGNATURE ON FOLLOWING PAGE

Approved:



Benjamin A. Gastel
Counsel for Laurel Hills



Shiva Bozarth
Counsel for the Tennessee Regulatory Authority Party Staff

SCHEDULE A

LIST OF ASSETS TO BE CONVEYED TO THE RECEIVER

1. All water transmission lines;
2. All water service lines;
3. All water meters and valves;
4. The pumping station;
5. The water storage tank located on Renegade Mountain (subject to the conditions set forth in the above agreement);
6. All other tangible assets used in the Renegade Mountain Water System (as defined above);
7. All accounts receivable;
8. All rights under any contracts related to water service;
9. All service rights;
10. All other general intangible rights related to the provision of water service.

FIRST ADDENDUM TO
SETTLEMENT AGREEMENT AND RELEASE

THIS FIRST ADDENDUM TO SETTLEMENT AGREEMENT AND RELEASE is made and entered into this ____ day of August, 2015, by, between, and among Laurel Hills Condominiums Property Owners Association ("Laurel Hills"), a Tennessee non-profit corporation, on the one hand, and the Tennessee Regulatory Authority ("TRA" or "Authority") Staff acting as a Party ("Party Staff") appointed in Docket No. 12-00030, on the other hand.


Laurel Hills and TRA agree to the following terms and conditions which shall either add to or modify the Settlement Agreement and Release in the following respects:


1. The terms and conditions set out in Section II, Paragraph(g) are hereby modified to the extent Laurel Hills will effectuate the transfer of the water tower and water tower parcel to the Receiver with a modified reverter clause and/or deed restrictions to allow the opportunity for an easement for a single 911 communications antenna owned, operated, and maintained by Cumberland County to be placed on top of the water tank subject to the following conditions:

- (a) the antenna be used solely for emergency communications;
- (b) the antenna be designed, constructed, and installed according to plans and specifications, i.e. height, type, etc. as represented by the County, and approved by the current title holder;
- (c) full compensation (including transaction costs) paid to the current title holder at appraised value for the easement and related easement rights;
- (d) all deed restrictions currently set out in Paragraph(g) above-referenced except as modified herein; and
- (e) the easement document be executed by the current title holder and such transaction be effected before conveyance of the fee title to the water tower and the water tower parcel to the Receiver.

2. Except as amended herein, all terms, conditions, and provisions of the Settlement Agreement and Release shall remain unaffected and in full force and effect as written.

Approved:


Benjamin A. Gastel
Counsel for Laurel Hills


Shiva Bozarth
Counsel for the Tennessee Regulatory Authority Party Staff

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

EXHIBIT

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TO COMPLAINT

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

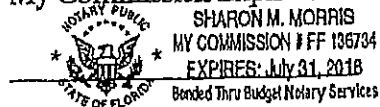
STATE OF FLORIDA

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:

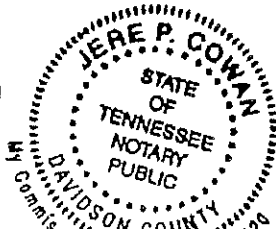


[Signature]
Notary Public

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: 1-1-2020



[Signature]
Notary Public

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;

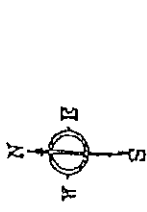
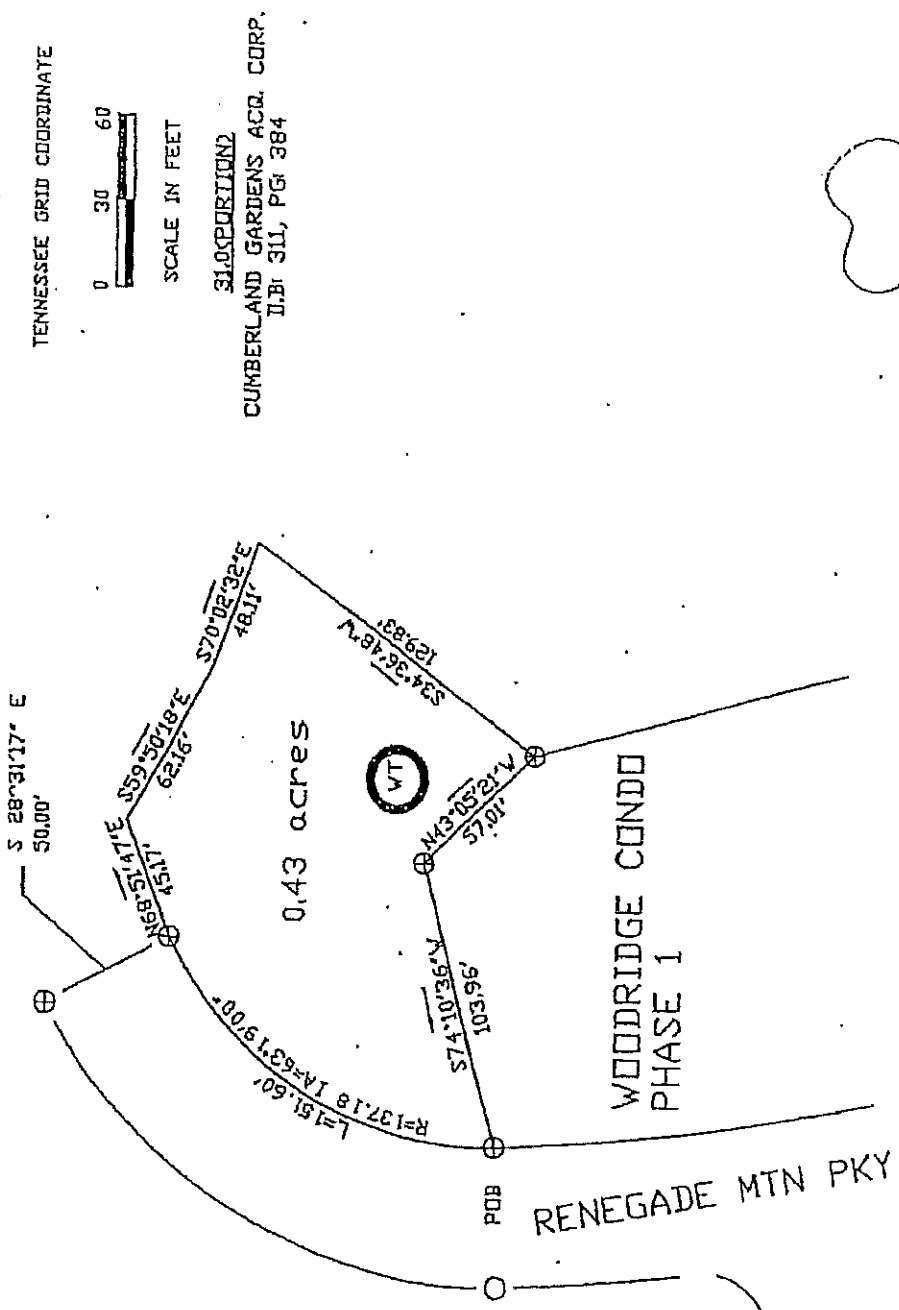
Thence South 70 deg. 02 min. 32 sec. East, 48.11 feet;

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

31.00000000
CUMBERLAND GARDENS ACQ. CORP.
J.B. 311, PG. 384

BK/PG: 1427/58-62
14003077



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|--------------------------|-----------|
| 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

EXHIBIT

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TO COMPLAINT

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

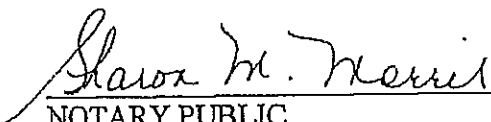
LAUREL HILLS CONDOMINIUM PROPERTY OWNERS' ASSOCIATION

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:

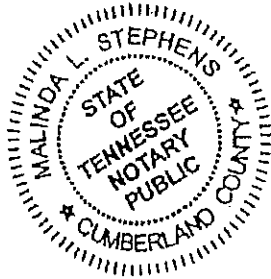


SHARON M. MORRIS
MY COMMISSION # FF 136734
EXPIRES: July 31, 2018
Bonded Thru Budget Notary Services

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 5th day of February, 2016.



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

3/3/2016

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 79°45'01" 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°45'39" 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.

G. EVERETT SINOR, JR.
Attorney at Law

March 10, 2016

The Honorable Judy Graham Swallows
Register of Deeds
Cumberland County, Tennessee
2 North Main Street, #204
Crossville, Tennessee 38555

RE: Recordation of Irrevocable License Agreement for Utility Purposes

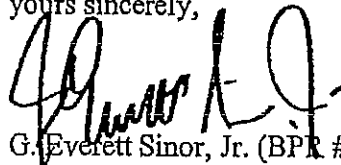
VIA UNITED STATES FIRST CLASS MAILS

Dear Ms. Swallows:

Please find enclosed herewith the following for recordation in your office an irrevocable license agreement for existing utility purposes, along with the appropriate fee for recordation.

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

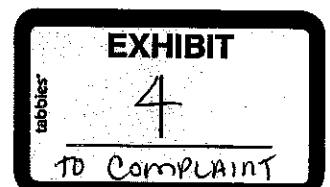
yours sincerely,

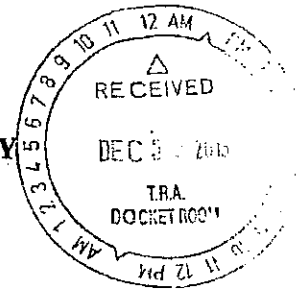


G. Everett Sinor, Jr. (BPR #017564)
Attorney at Law

Enclosures

cc: Receivership Management, Inc.
Benjamin Gastel, Esq.
Rob Schwerer, Esq.
The Honorable Shiva Bozarth





BEFORE THE TENNESSEE REGULATORY AUTHORITY

IN RE:

**ALLEGED VIOLATIONS OF
THE STATUTES AND RULES
REGULATING WATER UTILITIES
BY MOYTOY, LLC**

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)
)
)
)
)

DOCKET NO. 15-00118

PETITION

Comes now the Tennessee Regulatory Authority (“TRA” or “Authority”) Compliance Division (“Compliance”) and requests that the Hearing Officer appointed by the Directors on December 21, 2015, issue an Order requiring that MoyToy, LLC (“Respondent”) appear and show cause before the Authority why it should not be found liable for violations of the statutes and rules promulgated by the Authority to regulate water utilities. Compliance gives notice that at the hearing before the Authority that it will request that the Directors impose the maximum civil penalty allowed by law and require Respondent to refund any and all money received by Respondent illegally.

ALLEGATIONS OF FACT

1. Respondent owned and operated the water system on Renegade Mountain in Crab Orchard, Tennessee as public utility from an as yet unknown date until on or about May 1, 2011 when it sold the water system to Laurel Hills Condominiums Property Owners Association.¹
2. Respondent never held a Certificate of Public Convenience and Necessity issued by the Authority.
3. Upon information and belief Respondent charged customers for water service.

¹ *Petition of Laurel Hills Condominiums Property Owners Association for a Certificate of Public Convenience and Necessity*, p. 1, April 10, 2012.



4. During the period of time that Respondent operated the water system they violated Tennessee Department of Environment and Conservation regulations resulting in customers receiving inadequate, unsafe, or improper water service.²
5. Respondent never filed an annual inspection report with the Authority nor did the Respondent ever pay an annual inspection fee.
6. Respondent never sought approval from the TRA before purchasing the water system.
7. Respondent never filed a tariff with the TRA.
8. Respondent never sought approval from the Authority for any financing or debt for the water system on Renegade Mountain.
9. The rate for water service that Respondent charged its customers was never approved by the TRA.
10. Respondent did not obtain TRA approval for the sale of the water system when it sold the system to Laurel Hills Condominiums Property Owners Association.
11. Upon information and belief Respondent did not maintain any customer, billing, or other records required by the Authority.

CAUSES OF ACTION

12. The facts alleged in paragraph 8 constitute an as yet undetermined number of violations of Tenn. Code Ann. §65-4-109.
13. The facts alleged in paragraph 4 constitute an as yet undetermined number of violations of Tenn. Code Ann. §65-4-114.
14. The facts alleged in paragraph 4 constitute an as yet undetermined number of violations of Tenn. Code Ann. §65-4-115.
15. The facts alleged in paragraphs 1 through 11 constitute an as yet undetermined number of

² *Id.* p. 2

- violations of Tenn. Code Ann. §65-4-201.
16. The facts alleged in paragraph 5 constitute an as yet undetermined number of violations of Tenn. Code Ann. §65-4-301.
 17. The facts alleged in paragraphs 3, 7, and 9 constitute an as yet undetermined number of violations of Tenn. Code Ann. §65-5-101.
 18. The facts alleged in paragraphs 3, 7, and 9 constitute an as yet undetermined number of violations of Tenn. Code Ann. §65-5-102.
 19. The facts alleged in paragraphs 3, 7, and 9 constitute an as yet undetermined number of violations of Tenn. Code Ann. §65-5-103.
 20. The facts alleged in paragraph 11 constitute an as yet undetermined number of violations of Tenn. Comp. R. & Regs. 1220-4-3-.17.
 21. The facts alleged in paragraph 4 constitute an as yet undetermined number of violations of Tenn. Comp. R. & Regs. 1220-4-3-.40.

PRAYER FOR RELIEF

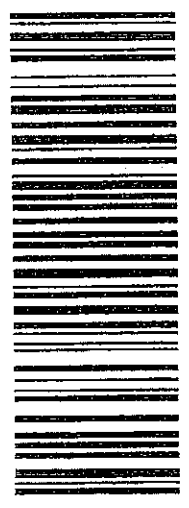
22. The Compliance Division requests that the Hearing Officer open a Show Cause Proceeding against Respondent and issue a Scheduling Order that requires the parties to quickly complete any discovery and get this matter to hearing as soon as practical.

Respectfully submitted,



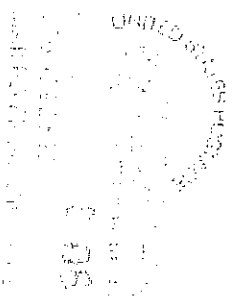
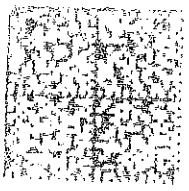
Shiva K. Bozarth, BPR No. 22685
Chief of Compliance
Tennessee Regulatory Authority
502 Deaderick Street, 4th Floor
Nashville, Tennessee 37243

TENNESSEE REGULATORY AUTHORITY
ANDREW JACKSON STATE OFFICE BUILDING
502 DEADERICK STREET, 4TH FLOOR
NASHVILLE, TENNESSEE 37243



7013 2250 0000 2528 6465

Moy Toy, LLC
C/O Daniel J. Moore
900 Gay Street
900 Riverview Tower
Knoxville, TN 37902



BEFORE THE TENNESSEE REGULATORY AUTHORITY

RECEIVED

2016 FEB 29 PM 8:58

IN RE:)
)
ALLEGED VIOLATIONS OF)
THE STATUTES AND RULES)
REGULATING WATER UTILITIES)
BY MOYTOY, LLC)


T.R.A. DOCKET ROOM
DOCKET NO. 15-00118

REQUEST FOR DISMISSAL

Comes now the Tennessee Regulatory Authority ("TRA" or "Authority") Compliance Division ("Compliance") by and through counsel and requests that the panel assigned to hear this case dismiss it for good cause. MoyToy, LLC has filed documentation indicating that they did not operate the water system on Renegade Mountain, in Cumberland County, Tennessee. Additionally, MoyToy, LLC assisted Laurel Hills Condominium Property Owner's Association in complying with its obligations under the Settlement Agreement in TRA Docket No. 12-00077. At this time Compliance is investigating who the responsible party was and states that at this time it is reasonable to dismiss the Show Cause against MoyToy, LLC.

WHEREFORE, Party Staff respectfully requests that the Authority dismiss this Show Cause Proceeding.

Respectfully submitted,



Shiva K. Bozarth, BPR No.22685
Chief of Compliance
Tennessee Regulatory Authority
502 Deaderick Street, 4th Floor
Nashville, Tennessee 37243

EXHIBIT
6
TO COMPLAINT

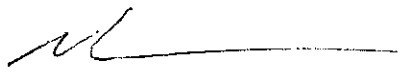
CERTIFICATE OF SERVICE

I certify that I have served a copy of the forgoing document on the following persons by depositing a copy of same in the U.S. Mail, postage prepaid, addressed to them at the addresses shown below:

Scott D. Hall
105 Bruce Street
Sevierville, Tennessee 37862

Vance Broemel
Consumer Advocate and Protection Division
P.O. Box 20207
Nashville, Tennessee 37202

This the 23rd day of February 2016.



Shiva K. Bozarth

AFFIDAVIT OF BENJAMIN A. GASTEL

I, Benjamin A. Gastel, after being duly sworn and being under oath, hereby verify the following facts and information based on my personal knowledge.


1. I am a licensed Tennessee attorney and represented Laurel Hills Condominium Property Owners Association ("Laurel Hills") in formation of a Settlement Agreement and Release with the Tennessee Regulatory Authority ("TRA").

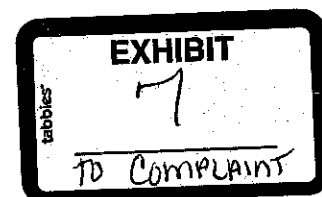
3. I consulted Laurel Hills with regard to the Settlement Agreement and Release ("Agreement") executed July 27, 2015, as such Agreement pertained to the interests of Laurel Hills.

3. In and as part of negotiations with the TRA, Laurel Hills was asked to obtain a license agreement and Quitclaim Deed associated with the Renegade Mountain Water System from the relevant property owner, Moy Toy, LLC.

4. In my negotiations with the TRA, Laurel Hills specifically asked and received the concession for making the Settlement Agreement and Release with the TRA applicable to owner and operator "predecessors" to Laurel Hills, with regard to the Renegade Mountain Water System. Documents produced by Laurel Hills to the TRA in the process of seeking a certificate to operate the Renegade Mountain Water System disclosed that that one such predecessor-in-interest was Moy Toy, LLC.

Further, affiant saith not.


Benjamin A. Gastel



State of Tennessee
County of Davidson

Before me, the undersigned authority, a notary public in and for the State and County aforesaid, personally appeared **Benjamin A. Gastel** with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal this 30th day of October, 2016.

Thomas C. Reisner
Notary Public

My Commission Expires: 3/10/2019

