

BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION

NASHVILLE, TENNESSEE

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

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PETITION TO APPROVE AND ENTER SETTLEMENT AGREEMENT

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Comes now Tennessee Public Utility Commission (“TPUC” or “Commission”) Staff acting as Party (“Party Staff”) appointed in Docket No. 12-00030 to respectfully request that the Commission approve the Settlement Agreement and Mutual Release (“Global Settlement Agreement”) attached hereto as Exhibit A and grant permission to enter the Global Settlement Agreement as a party thereto. In support of this Petition to Approve and Enter Settlement Agreement (“*Petition*”), Party Staff would show as follows:

**PROCEDURAL HISTORY**

1. On April 10, 2012, Laurel Hills Condominium Property Owners Association (“LHCPOA”) filed a Petition for a Certificate of Public Convenience and Necessity (“CCN”) to operate a water system on Renegade Mountain in Cumberland County, Tennessee.<sup>1</sup>

2. On July 17, 2012, the Commission (then known as the Tennessee Regulatory Authority) issued an Order requiring LHCPOA to show cause why a cease and desist order, civil penalties, and other sanctions should not be levied against it for violations of state law.<sup>2</sup>

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<sup>1</sup> *In Re: Petition of Laurel Hills Condominiums Property Owners Association for a Certificate of Public Convenience and Necessity*, Docket No. 12-00030, *Petition*, (April 10, 2012).

3. On April 18, 2013, after a full hearing, the Commission issued an *Order Denying the Certificate of Public Convenience and Necessity and Requiring Divestiture of Water System* (“April 18<sup>th</sup> Order”) denying LHCPOA’s request to be issued a CCN and ordering that LHCPOA divest itself of the water system.<sup>3</sup>

4. The Commission determined that LHCPOA lacked the managerial and financial capability to operate the water system.<sup>4</sup>

5. On June 14, 2013, LHCPOA appealed the April 18<sup>th</sup> Order to the Tennessee Court of Appeals.

6. On April 14, 2014, the Tennessee Court of Appeals upheld the Commission’s April 18<sup>th</sup> Order, holding that the Commission possessed authority to require LHCPOA to divest itself of the water system. LHCPOA appealed the decision to the Tennessee Supreme Court. However, the Tennessee Supreme Court declined to review the case.<sup>5</sup>

7. LHCPOA was unable to find a purchaser for the water system and entered into a Settlement Agreement with Party Staff agreeing to voluntarily place the water system in receivership and to execute documents transferring the property and assets of the water system to a receiver. The Commission adopted the Settlement Agreement by Order entered on September 25, 2015.<sup>6</sup>

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<sup>2</sup> *Order Requiring Laurel Hills Condominiums Property Owners Association to Appear and Show Cause Why a Cease and Desist Order and Civil Penalties & Sanctions Should not be Imposed Against it for Violations of State Law*, (July 17, 2012). This order is also on file in Docket No. 12-00030 (July 17, 2012).

<sup>3</sup> *Laurel Hills*, Docket No. 12-00030, *Order Denying Certificate of Public Convenience and Necessity and Requiring Divestiture of the Water System*, (April 18, 2013).

<sup>4</sup> *Id.* at pp. 9-16.

<sup>5</sup> *Laurel Hills Condominiums Property Owners Ass’n v. Tenn. Reg. Auth.*, 2014 WL 1494126, 6 (Tenn. Ct. App., 2014), *perm. app. denied* (Oct. 15, 2014).

<sup>6</sup> *Order Approving Petition to Adopt Settlement Agreement and Release, As Amended By the First Addendum*, (September 25, 2015).

8. On October 3, 2015, Party Staff filed a *Petition for Appointment of Receiver* in the Cumberland County Chancery Court, requesting the appointment of a receiver to control, direct and manage the property and business of the Laurel Hills Water System.<sup>7</sup>

9. On October 26, 2015, the Cumberland County Chancery Court appointed Receivership Management, Inc. (“RMI”) as Receiver for the water system in an *Order Appointing Receiver*.<sup>8</sup>

10. On December 28, 2018, upon the failure of LHCPOA to deliver title to the assets of the water system to RMI, the Commission entered an Order re-commencing this Show Cause matter against LHCPOA and authorizing Party Staff to pursue additional remedies in the Cumberland County Chancery Court to enforce provisions of the Settlement Agreement.<sup>9</sup>

11. LHCPOA delivered to RMI, an executed Assignment and Bill of Sale, dated April 5, 2016; an executed Irrevocable License Agreement for Existing Utility Purposes, dated February 3, 2016; and, a Quitclaim Deed, dated February 3, 2016 for the purpose of transferring the property and assets of the water system to RMI.

12. Subsequent to the delivery of these transfer documents, concerns with the adequacy of the transfer documents executed and delivered by LHCPOA and other issues raised resulted in Party Staff filing a *Petition for an Order to Show Cause* (“Chancery Petition”) in the Cumberland County Chancery Court.<sup>10</sup>

13. In the same Chancery Court case, LHCPOA has filed a *Motion to Enforce Settlement Agreement and to Dismiss Show Cause Proceedings With Prejudice* asserting that the

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<sup>7</sup> *Tenn. Pub. Utility Comm. v. Laurel Hills Condominiums Owners Ass’n*, Cumberland County Chancery Court Case No. 2012-CH-560, *Petition for Appointment of Receiver*, (October 3, 2015).

<sup>8</sup> *TPUC v. Laurel Hills*, *Order Appointing Receiver*, (October 26, 2015).

<sup>9</sup> *Order Re-Opening Show Cause Proceeding and Authorizing TRA Party Staff to Pursue Enforcement of Settlement Agreement*, (December 28, 2015).

<sup>10</sup> *TPUC v. Laurel Hills*, *Petition for an Order to Show Cause*, (May 24, 2016).

transfer documents were in compliance with the Settlement Agreement and it is entitled to an Order dismissing the Show Cause Order in this TPUC Docket under the terms of the Settlement Agreement.<sup>11</sup>

14. Without objection of TPUC or LHCPOA, Moy Toy, LLC (“Moy Toy”) was permitted to intervene into the Cumberland County Chancery Court case. As an intervening party, Moy Toy filed a *Complaint for Declaratory Relief & For Enforcement of Agreement*, asserting the validity of the transfer documents and seeking the dismissal of Show Cause Petitions against LHCPOA and against Moy Toy.<sup>12</sup>

15. TPUC, LHCPOA and Moy Toy, along with RMI and often the Consumer Protection and Advocate Division of the Tennessee Attorney General’s Office (“Consumer Advocate”) have engaged in multiple hearings, an unsuccessful mediation, and the exchange of discovery requests in ongoing litigation while the water system has continued to operate in receivership.

#### **GLOBAL SETTLEMENT AGREEMENT**

In an effort to resolve the related ongoing litigation matters, the parties have engaged in extensive settlement discussions, also involving other parties with interest, including, TPUC, LHCPOA, Moy Toy, RMI (as receiver of the water system), the Consumer Advocate, Crab Orchard Utility District (“COUD”) and Terra Mountain Holdings, LLC.<sup>13</sup> The result of those extensive settlement discussions is the Global Settlement Agreement presented, which resolves

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<sup>11</sup> *TPUC v. Laurel Hills, Laurel Hills Condominiums Property Owners Association Motion to Enforce Settlement Agreement and to Dismiss Show Cause Proceedings With Prejudice*, (August 15, 2016).

<sup>12</sup> *TPUC v. Laurel Hills, Complaint for Declaratory Relief & For Enforcement of Agreement*, (November 23, 2016).

<sup>13</sup> It is also noted that Renegade Mountain Community Club was included in negotiations of the Global Settlement Agreement until the opinion of the Tennessee Court of Appeals in *Gary Haiser et al. v. Michael McClung et al.*, 2018 WL 4150877 (2018), which was filed on August 29, 2018 vacated the Board of said entity.

all of litigation related to the Laurel Hills Water System and transfers ownership of the water system out of the receivership.<sup>14</sup>

A total of six litigation matters in three different venues would be resolved and closed under the terms of the Global Settlement Agreement.<sup>15</sup> Ownership of the Laurel Hills Water System, along with all of its real property and assets, transfers to COUD. Acceptance of the water system by COUD is conditioned upon rehabilitation of aspects of the system that are in dire need of attention, specifically, the water tower and the main water supply line. As such, the Global Settlement Agreement provides for the rehabilitation of these aspects of the water system through both funds and by the provision of easements necessary for the relocation of the water supply line.<sup>16</sup> The parties to the Global Settlement Agreement have detailed the responsibilities and actions required of the parties within the document. Further, the parties have agreed upon the form of the transfer documents necessary for all transactions and made each exhibits to and incorporating them as part of the Global Settlement Agreement.<sup>17</sup>

The Global Settlement Agreement requires COUD to provide TPUC with an estimate of costs of the water tower refurbishment and water supply line relocation.<sup>18</sup> COUD has previously provided Party Staff with a preliminary engineering report conducted by Professional Engineering Services of Sparta, Tennessee, which includes cost estimates for refurbishment of the water tower and three possible routes for relocation of the water supply line, the pros and cons of each route and the estimated costs of each route. After discussion, Party Staff agreed with COUD that the option described relocating the water supply line along the “old access road” is the best and most economical of the three routes. The Global Settlement Agreement

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<sup>14</sup> See Exhibit A.

<sup>15</sup> *Id.* at 1-2, 9-11.

<sup>16</sup> *Id.* at 3-9.

<sup>17</sup> *Id.*

<sup>18</sup> *Id.* at 3.

describes easements related to relocation of the water supply line along this route.<sup>19</sup> Further, discussion between Party Staff and COUD on the cost estimates provided in the preliminary engineering report have indicated that such costs are inaccurate. Instead, the parties agree that the costs of the water tower refurbishment and water supply line relocation are better estimated at approximately \$925,000. In order to settle the outstanding litigation with regard to the Laurel Hills Water System, the Global Settlement Agreement would require TPUC to contribute these funds to COUD with the transfer of the water system.<sup>20</sup>

It is noted for the Commission that LHCPOA is currently without counsel of record in this matter and in the Cumberland County Chancery Court case. However, LHCPOA is and has been represented by counsel under a limited appearance agreement for purposes of this settlement. Further, each of the interested parties indicated in the Global Settlement Agreement has been represented by counsel during the settlement discussions and has indicated its desire to proceed with the Global Settlement Agreement.<sup>21</sup>

WHEREFORE, Party Staff respectfully requests that the Commission approve the Global Settlement Agreement and grant permission to enter into the attached Global Settlement Agreement as a party thereto with the authority to appear in all related court proceedings and execute all documents necessary to carry out the obligations of the TPUC as set out the in Global Settlement Agreement.

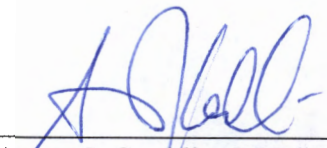
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<sup>19</sup> *Id.* at 6-7.

<sup>20</sup> *Id.* at 3.

<sup>21</sup> *Id.* at 12-13.

Respectfully submitted,

  
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Tennessee Public Utility Commission  
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Nashville, TN 37243  
(615) 770-6896  
aaron.conklin@tn.gov

**CERTIFICATE OF SERVICE**

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

Daniel J. Moore, Esq.  
Woolf, McClane, Bright, Allen & Carpenter  
Registered Agent/Settlement Counsel for Laurel Hills  
Condominium Property Owners Association  
Post Office Box 900  
Knoxville, Tennessee 37901

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

Randy York, Esq.  
Counsel for Crab Orchard Utility District  
46 N Jefferson Ave.  
P.O. Box 3347  
Cookeville, TN 38501

G. Everett Sinor, Jr., Esq.  
Attorney at Law  
Counsel for Receivership Management, Inc.  
3504 Robin Road  
Nashville, Tennessee 37204

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

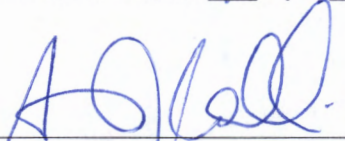
Robert V. Schwerer, Esq.  
Counsel for Terra Mountain Holdings, LLC  
Hayskar, Walker, Schwere, Dundas & McCain, P.A.  
Renaissance Financial Center  
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Knoxville, TN 37919

State of Tennessee  
Department of Finance and Administration  
Attn: David Thurman  
312 Rosa L. Parks Ave.  
Nashville, TN 37243

via the United States Mail, postage prepaid and via electronic mail, this 7<sup>th</sup> day of February, 2019.

  
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Aaron J. Conklin

# **EXHIBIT A**



## **SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

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

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

**A.1.** Consumer Advocate Unit of the Financial Division of the Office of the Tennessee Attorney General (“Consumer Advocate”);

**A.2.** Crab Orchard Utility District (“COUD”);

**A.3.** Laurel Hills Condominiums Property Owners Association (“Laurel Hills”), a Tennessee nonprofit corporation;

**A.4.** Laurel Hills Water System, in Receivership through its court-appointed receiver, Receivership Management, Inc. (“RMI”) (a Tennessee corporation) (reference to Laurel Hills Water System, in Receivership, will be referred to herein as “LHWS”);

**A.5.** Moy Toy, LLC (“Moy Toy”), a Tennessee limited liability company;

**A.6.** Tennessee Public Utility Commission (formerly known as the Tennessee Regulatory Authority) (“TPUC”); and,

**A.7.** Terra Mountain Holdings, LLC (“Terra Mountain”), a Georgia limited liability company.

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

**B.1.** *In re: Petition of Laurel Hills Condominiums Property Owners Association for a Certificate of Public Convenience and Necessity*, TPUC Docket No. 12-00030;

**B.2.** *In re: Show Cause Proceeding Against Laurel Hills Condominiums Property Owners Association for Alleged Violations of Tenn. Code Ann. §§ 65-4-201, 65-4-301(a), 65-5-102, 65-4-101, and/or 65-4-103 and 65-4-115*, TPUC Docket No. 12-00077;

**B.3.** *Tennessee Public Utility Commission v. Laurel Hills Condominium Property Owners Association / Moy Toy, LLC, Intervening Party*, Cumberland County Chancery Court Case No. 2012-CH-560;

**B.4.** *In re: Show Cause Proceeding Against Moy Toy, LLC for Violations of Statutes and Rules Regulating Water Utilities*, TPUC Docket No. 15-00118;

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

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

### **C. RECITALS**

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

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

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

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

WHEREAS, the Parties, who are either party to at least one of the Litigation Matters or have an interest in property or matters related to at least one of the Litigation Matters, recognize

that bona fide disputes and controversies exist as to the claims raised in the pleadings in each of the Litigation Matters and desire to resolve each and every aspect of such disputes and controversies of all of the Litigation Matters in order to avoid risk and cost of further litigation;

**IT IS THEREFORE AGREED AS FOLLOWS:**

**D. CONDITIONS PRECEDENT TO GLOBAL SETTLEMENT**

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

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

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

**D.3.** A commitment for a Title Insurance Policy, subject to exceptions reasonably acceptable to COUD, with a policy limit of \$10,000.00, insuring title to the Water Tower Parcel (as defined in Paragraph E.3.(b) herein) in COUD, subject to all matters of record, shall be ordered and purchased through a reputable title company to be selected by Moy Toy with the consent of COUD. Costs of the title policy, including the cost of any title search required to issue the title policy, shall be paid by Moy Toy up to, but not exceeding a total cost of \$1,000.00. Any costs in excess of \$1,000.00 shall be borne by COUD.

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

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

**D.6.** Provision of a dated, written notice to Atlantic Coast Conservancy, Inc. ("ACC") by Terra Mountain, pursuant to Paragraph 8.1.E. of the Deed of Conservation Easement of record in Book 1422, page 1806 in the Cumberland County Register of Deeds Office for Cumberland County, Tennessee, of request to exercise the Acceptable Development Area –

Sanitary Sewer/Water Line easement conveyance; and, either the written approval of ACC of Terra Mountain's request or the failure of ACC to respond within thirty (30) days of the date of Terra Mountain's written notice to ACC, pursuant to Paragraph 12 of the same Deed of Conservation Easement of record as noted.

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

## **E. SETTLEMENT TERMS**

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

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

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

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

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

b. Moy Toy and LHWS, through its court-appointed Receiver RMI, shall execute a Quitclaim Deed (“Water Tower Deed”), conveying the property known as the “Water Tower Parcel” (Map 141 (Parcel 056.01, Cumberland County, Tennessee) (hereinafter, the “Water Tower Parcel”), to COUD. The Water Tower Deed shall contain only the following restrictions and/or understandings:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The easement shall be subject to the terms and conditions of the Conservation Easement and require work to be performed pursuant to the utility easement to be compliant with the



Conservation Easement. The Terra Mountain Properties Easement, attached hereto as Exhibit 6, is approved by the Parties to comply with this provision and is incorporated herein by reference.

**E.9.** Upon completion of the installation of the New Water Supply Line, the Parties agree that the existing water supply line shall be disconnected from the LHWS and the easements granted to COUD in Paragraphs E.7.(d)-(e), shall be released. The Easement Release, attached hereto as Exhibit 7, is approved by the Parties to comply with this provision and is incorporated herein by reference. COUD shall also execute a document abandoning the pipeline which constitutes the existing water supply line as property of COUD, which will allow the owners of the real property described in Paragraph E.7.(d) and Paragraph E.8. to dismantle and/or remove the pipe from their respective property. The Abandonment of Pipeline, attached hereto as Exhibit 8, is approved by the Parties to comply with this provision and is incorporated herein by reference.

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

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

**E.12.** The Parties have undertaken diligent efforts to identify each and every right, title and interest to the LHWS system, its property, assets and nonpossessory interests (i.e., easements) that are necessary for the operation of this Global Settlement Agreement. All such documents conveying such right, title and interest are incorporated into this Global Settlement Agreement and are attached as Exhibits as identified herein. However, should COUD discover a

deficiency in any ownership interest of the LHWS and/or any easement conveyance due to mistake, oversight, or other reason, the Parties agree to act in good faith to correct any such deficiency to ensure that COUD possesses all right, title and interest to the LHWS, its property, assets and nonpossessory interests as intended by this Global Settlement Agreement.

## **F. RESOLUTION OF LITIGATION MATTERS**

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **G. ANCILLARY LITIGATION NOT RESOLVED BY THIS AGREEMENT**

The Parties acknowledge certain litigation, *Gary Haiser, et al. v. Michael McClung, et al.*, Cumberland County Chancery Court Case No. 2011-CH-508, and state that the ownership of developer's rights and control over certain platted and unplatted areas of Renegade Mountain at issue in said litigation may have some relevance to certain property interests of LHWS. The Parties further acknowledge and state that COUD shall have the right to enter into agreements with any and all of the parties to the *Haiser v. McClung* case for any purposes COUD deems necessary to ensure its rights to legally and properly operate the LHWS.

#### **H. MUTUAL RELEASES**

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

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

heirs, executors, administrators, successors, assigns, employees, owners, directors, agents and attorneys) is to be considered, and is, a Party which releases and is released from all matters set forth herein in addition to its capacity as court-appointed receiver for the LHWS.

## **I. REPRESENTATIONS AND WARRANTIES**

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

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

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

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

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

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

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

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

## **J. SEVERABILITY**

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

#### **K. JOINT DRAFTING**

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

#### **L. ENFORCEMENT**

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

#### **M. COUNTERPARTS**

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

#### **EXECUTED BY:**

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

---

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

---

Signature Date

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

**CRAB ORCHARD UTILITY DISTRICT:**

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

**LAUREL HILLS CONDOMINIUMS PROPERTY OWNERS ASSOCIATION:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Signature Date \_\_\_\_\_  
Title: \_\_\_\_\_

**MOY TOY, LLC:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Signature Date \_\_\_\_\_  
Title: \_\_\_\_\_

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

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Signature Date \_\_\_\_\_  
Title: \_\_\_\_\_

**RECEIVERSHIP MANAGEMENT, INC.**

**(for purposes of the Releases set forth in Section H above):**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Signature Date \_\_\_\_\_  
Title: \_\_\_\_\_

**TENNESSEE PUBLIC UTILITY COMMISSION:**

By: \_\_\_\_\_  
**EARL R. TAYLOR, Executive Director** Signature Date \_\_\_\_\_

**TERRA MOUNTAIN HOLDINGS, LLC**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Signature Date \_\_\_\_\_  
Title: \_\_\_\_\_



# **EXHIBIT 1**



## **ASSIGNMENT AND BILL OF SALE OF ASSETS**

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

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

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

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

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

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

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

**NOW, THEREFORE,**

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

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

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

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

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

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

**LAUREL HILLS WATER SYSTEM IN RECEIVERSHIP**

By: \_\_\_\_\_  
Receivership Management, Inc.

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

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

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

Notary Public: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**LAUREL HILLS CONDOMINIUM  
PROPERTY OWNERS ASSOCIATION**

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

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

WITNESS my hand and Notarial Seal at office this \_\_\_\_ day of \_\_\_\_\_, 2019

Notary Public: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**SCHEDULE A**  
**Acquired Assets**

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

# **EXHIBIT 2**

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

## QUITCLAIM DEED

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

### WITNESSETH:

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

*(See Exhibit A for Property Description)*

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

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

### RESTRICTIONS / UNDERSTANDINGS

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

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

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

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

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

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

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

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

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



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

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

By: \_\_\_\_\_

Its: \_\_\_\_\_

**STATE OF TENNESSEE**  
**COUNTY OF \_\_\_\_\_**

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

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

Notary Public: \_\_\_\_\_

My commission expires: \_\_\_\_\_

Moy Toy, LLC, a Tennessee limited liability  
company

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared \_\_\_\_\_, in his official capacity as \_\_\_\_\_ of Moy Toy, LLC, a Tennessee limited liability company, with whom I am personally acquainted (or proved on the basis of satisfactory evidence to be the person) and who, upon oath, executed the foregoing instrument for the purposes therein contained.

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

Notary Public: \_\_\_\_\_

My commission expires: \_\_\_\_\_

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

Crab Orchard Utility District

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

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

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

Notary Public: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**Exhibit A**  
(page 1)

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

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

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

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

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

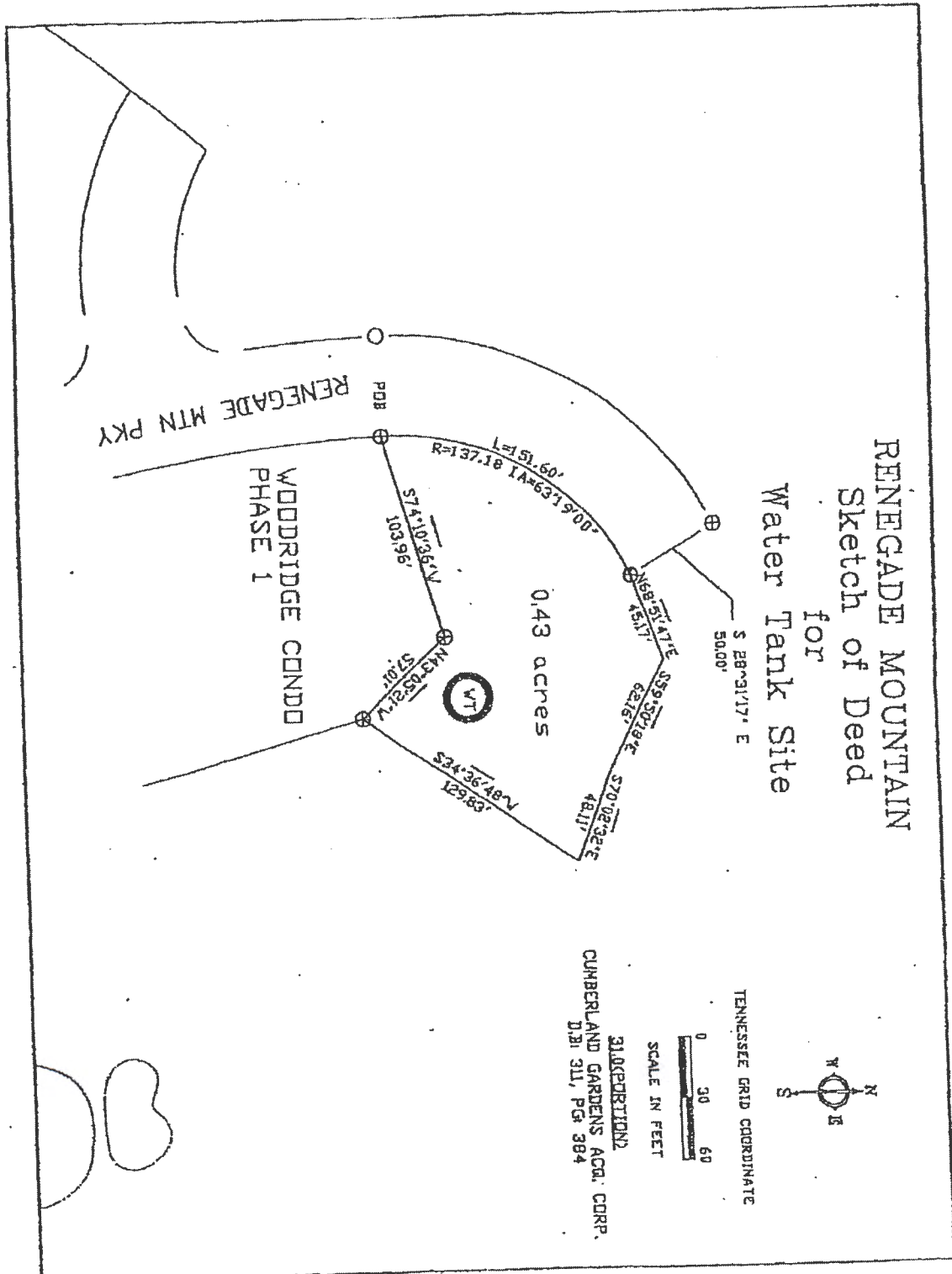
Thence South 70 deg. 02 min. 32 sec. East, 48.11 feet;

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

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

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

Exhibit A  
(page 2)



# **EXHIBIT 3**

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

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

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

MOY TOY, LLC

BY: \_\_\_\_\_  
(Print name) \_\_\_\_\_  
(Title) \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared \_\_\_\_\_, in his official capacity as \_\_\_\_\_ of Moy Toy, LLC, a Tennessee limited liability company, with whom I am personally acquainted (or proved on the basis of satisfactory evidence to be the person) and who, upon oath, executed the foregoing instrument for the purposes therein contained.

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

Notary Public: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

# **EXHIBIT 4**

# CRAB ORCHARD UTILITY DISTRICT

2089 East 1<sup>st</sup> Street  
Crossville, Tennessee 38555  
(931) 484-6987

## UTILITY EASEMENT

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

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

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

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

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

Witness our hand and seals, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

MOY TOY, LLC, a Tennessee limited liability company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared \_\_\_\_\_, in his official capacity as \_\_\_\_\_ of Moy Toy, LLC, a Tennessee limited liability company, with whom I am personally acquainted (or proved on the basis of satisfactory evidence to be the person) and who, upon oath, executed the foregoing instrument for the purposes therein contained.

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

Notary Public: \_\_\_\_\_ My commission expires: \_\_\_\_\_



EXHIBIT A



## Points Along Old Road

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



FID	Latitude	Longitude
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43	2312528	566988
44	2312514	566974
45	2312500	566959
46	2312487	566945
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58	2312290	566810
59	2312272	566801
60	2312254	566793
61	2312236	566784
62	2312218	566776
63	2312199	566767
64	2312181	566759
65	2312163	566751
66	2312145	566742
67	2312128	566732
68	2312110	566723
69	2312093	566713
70	2312076	566702
71	2312060	566690
72	2312043	566679
73	2312025	566672
74	2312005	566668
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77	2311945	566667
78	2311925	566668
79	2311905	566670
80	2311885	566671
81	2311866	566675
82	2311846	566679
83	2311826	566682

FID	Latitude	Longitude
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89	2311707	566692
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96	2311568	566701
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98	2311528	566707
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111	2311446	566934
112	2311445	566954
113	2311442	566973
114	2311438	566993
115	2311433	567012
116	2311427	567031
117	2311420	567050
118	2311414	567069
119	2311407	567088
120	2311401	567107
121	2311394	567125
122	2311386	567144
123	2311378	567162
124	2311370	567181
125	2311361	567199
126	2311352	567216

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



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

FID	Latitude	Longitude
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214	2309977	567439
215	2309957	567438
216	2309937	567437
217	2309917	567439
218	2309898	567447
219	2309882	567458
220	2309868	567472
221	2309855	567488
222	2309844	567504
223	2309834	567522
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234	2309779	567733
235	2309768	567750
236	2309753	567763
237	2309736	567773
238	2309717	567778
239	2309697	567782
240	2309678	567784
241	2309658	567785
242	2309638	567785
243	2309618	567784
244	2309598	567781
245	2309578	567776
246	2309560	567769
247	2309542	567760
248	2309527	567747
249	2309512	567734
250	2309498	567719
251	2309487	567702
252	2309475	567686
253	2309461	567673
254	2309443	567664
255	2309424	567659

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



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

# CRAB ORCHARD UTILITY DISTRICT

2089 East 1<sup>st</sup> Street  
Crossville, Tennessee 38555  
(931) 484-6987

## UTILITY EASEMENT

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

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

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

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

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

Witness our hand and seals, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

MOY TOY, LLC, a Tennessee limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared \_\_\_\_\_, in his official capacity as \_\_\_\_\_ of Moy Toy, LLC, a Tennessee limited liability company, with whom I am personally acquainted (or proved on the basis of satisfactory evidence to be the person) and who, upon oath, executed the foregoing instrument for the purposes therein contained.

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

Notary Public: \_\_\_\_\_ My commission expires: \_\_\_\_\_

**EXHIBIT A**





## Points Along Old Road

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

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

FID	Latitude	Longitude
84	2311807	566686
85	2311787	566688
86	2311767	566689
87	2311747	566691
88	2311727	566692
89	2311707	566692
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93	2311627	566692
94	2311607	566695
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111	2311446	566934
112	2311445	566954
113	2311442	566973
114	2311438	566993
115	2311433	567012
116	2311427	567031
117	2311420	567050
118	2311414	567069
119	2311407	567088
120	2311401	567107
121	2311394	567125
122	2311386	567144
123	2311378	567162
124	2311370	567181
125	2311361	567199
126	2311352	567216



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

FID	Latitude	Longitude
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173	2310630	567210
174	2310613	567199
175	2310598	567187
176	2310583	567174
177	2310567	567162
178	2310549	567153
179	2310530	567146
180	2310511	567141
181	2310491	567140
182	2310471	567141
183	2310451	567142
184	2310431	567144
185	2310411	567145
186	2310391	567146
187	2310371	567147
188	2310351	567149
189	2310332	567152
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201	2310187	567332
202	2310177	567350
203	2310167	567367
204	2310157	567384
205	2310144	567400
206	2310129	567413
207	2310113	567424
208	2310095	567433
209	2310076	567440
210	2310057	567443
211	2310037	567443
212	2310017	567441



FID	Latitude	Longitude
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214	2309977	567439
215	2309957	567438
216	2309937	567437
217	2309917	567439
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232	2309790	567695
233	2309785	567714
234	2309779	567733
235	2309768	567750
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239	2309697	567782
240	2309678	567784
241	2309658	567785
242	2309638	567785
243	2309618	567784
244	2309598	567781
245	2309578	567776
246	2309560	567769
247	2309542	567760
248	2309527	567747
249	2309512	567734
250	2309498	567719
251	2309487	567702
252	2309475	567686
253	2309461	567673
254	2309443	567664
255	2309424	567659

FID	Latitude	Longitude
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261	2309319	567712
262	2309303	567724
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264	2309272	567750
265	2309257	567762
266	2309240	567773
267	2309223	567784
268	2309206	567794
269	2309189	567805
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271	2309155	567825
272	2309137	567835
273	2309119	567842
274	2309099	567848
275	2309080	567854
276	2309061	567860
277	2309042	567866
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281	2308963	567875
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285	2308887	567854
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292	2308755	567809
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296	2308676	567795
297	2308656	567794
298	2308636	567796

FID	Latitude	Longitude
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301	2308577	567804
302	2308561	567807

# EXHIBIT 5

This Instrument Has Been Prepared by:

## CRAB ORCHARD UTILITY DISTRICT

2089 East 1<sup>st</sup> Street  
Crossville, Tennessee 38555  
(931) 484-6987

### UTILITY EASEMENT

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

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

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

Witness our hand and seals, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

MOY TOY, LLC, a Tennessee limited liability company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared \_\_\_\_\_, in his official capacity as \_\_\_\_\_ of Moy Toy, LLC, a Tennessee limited liability company, with whom I am personally acquainted (or proved on the basis of satisfactory evidence to be the person) and who, upon oath, executed the foregoing instrument for the purposes therein contained.

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

Notary Public: \_\_\_\_\_ My commission expires: \_\_\_\_\_

This Instrument Has Been Prepared by:

## CRAB ORCHARD UTILITY DISTRICT

2089 East 1<sup>st</sup> Street  
Crossville, Tennessee 38555  
(931) 484-6987

### UTILITY EASEMENT

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

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

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

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

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

Witness our hand and seals, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

MOY TOY, LLC, a Tennessee limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared \_\_\_\_\_, in his official capacity as \_\_\_\_\_ of Moy Toy, LLC, a Tennessee limited liability company, with whom I am personally acquainted (or proved on the basis of satisfactory evidence to be the person) and who, upon oath, executed the foregoing instrument for the purposes therein contained.

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

Notary Public: \_\_\_\_\_ My commission expires: \_\_\_\_\_

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

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

Renegade Resort, Block 1, of record in Plat Book 2, page 57, Cumberland County Register of Deeds Office ("CCRDO");

Renegade Resort, Block 2, of record in Plat Book 2, page 58, as revised in Plat Book 2, page 89, CCRDO;

Renegade Resort, Block 4, Plat Book 2, page 69, CCRDO;

Renegade Resort, Block 4-A, Plat Book 2, page 67, CCRDO;

Renegade Resort, Block 5, Plat Book 2, page 68, CCRDO;

Renegade Resort, Block 6, Plat Book 3, page 25, CCRDO;

Renegade Resort, Block 7, Plat Book 2, page 81, CCRDO;

Renegade Resort, Block 8, Plat Book 2, page 90, CCRDO;

Renegade Resort, Block 9, Plat Book 3, page 51, as revised in Plat Book 8, page 289, CCRDO;

Renegade Resort, Block 10, Plat Book 3, page 54, CCRDO;

Renegade Resort, Block 10-A, Plat Book 5, page 70, CCRDO;

Renegade Resort, Block 11, Plat Book 3, page 55, CCRDO;

Renegade Resort, Block 12-A, Plat Book 5, page 13, CCRDO;

Renegade Resort, Block 12, Plat Book 3, page 56, as revised in Plat Book 5, page 14, CCRDO;

Cumberland Gardens, Block 15, Plat Book 9, page 188, as revised in Plat Book 9, page 207, CCRDO;

Cumberland Gardens, Block 16, Plat Book 9, page 189-190, as revised in Plat Book 9, page 208-209, CCRDO;

Renegade Mountain, Block 17, Plat Book 10, page 419, CCRDO;

Cumberland Gardens, Resubdivision Woodbridge, Plat Book 9, page 166, as revised in Plat Book 9, page 185, CCRDO;

Cumberland Gardens, Laurel Hills, Plat Book 9, page 167, CCRDO; and,

Cumberland Gardens, Cumberland Point, Plat Book 9, page 165, CCRDO.



This Instrument Has Been Prepared by:

## CRAB ORCHARD UTILITY DISTRICT

2089 East 1<sup>st</sup> Street  
Crossville, Tennessee 38555  
(931) 484-6987

### UTILITY EASEMENT

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

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

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

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

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

Witness our hand and seals, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

MOY TOY, LLC, a Tennessee limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared \_\_\_\_\_, in his official capacity as \_\_\_\_\_ of Moy Toy, LLC, a Tennessee limited liability company, with whom I am personally acquainted (or proved on the basis of satisfactory evidence to be the person) and who, upon oath, executed the foregoing instrument for the purposes therein contained.

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

Notary Public: \_\_\_\_\_ My commission expires: \_\_\_\_\_



# CRAB ORCHARD UTILITY DISTRICT

2089 East 1<sup>st</sup> Street  
Crossville, Tennessee 38555  
(931) 484-6987

## UTILITY EASEMENT

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

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

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

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

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

Witness our hand and seals, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

MOY TOY, LLC, a Tennessee limited liability company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared \_\_\_\_\_, in his official capacity as \_\_\_\_\_ of Moy Toy, LLC, a Tennessee limited liability company, with whom I am personally acquainted (or proved on the basis of satisfactory evidence to be the person) and who, upon oath, executed the foregoing instrument for the purposes therein contained.

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

Notary Public: \_\_\_\_\_ My commission expires: \_\_\_\_\_

## **EXHIBIT A**

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

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

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

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

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

### **ASSIGNMENT OF RIGHTS UNDER EASEMENT AGREEMENT**

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

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

IN WITNESS WHEREOF, GRANTOR has executed this instrument this the \_\_\_\_ day of \_\_\_\_\_, 2019.

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

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF TENNESSEE**  
**COUNTY OF \_\_\_\_\_**

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

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

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

The Name and Address of the  
new Easement Owner is:

Crab Orchard Utility District  
2089 East 1<sup>st</sup> Street  
Crossville, TN 38555

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

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

### TERMINATION OF EASEMENT AGREEMENT

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

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

IN WITNESS WHEREOF, the undersigned executed this instrument on this \_\_\_\_ day of \_\_\_\_\_, 2019.

#### CRAB ORCHARD UTILITY DISTRICT

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TENNESSEE     )  
COUNTY OF \_\_\_\_\_)

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

Witness my hand and seal, at office in \_\_\_\_\_, \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

(continuation of signatures to Termination of Easement Agreement)

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

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TENNESSEE

COUNTY OF \_\_\_\_\_

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

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

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

# **EXHIBIT 6**

## CRAB ORCHARD UTILITY DISTRICT

2089 East 1<sup>st</sup> Street  
Crossville, Tennessee 38555  
(931) 484-6987

### UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That for the mutual advantages to be derived from construction of a utility, and for a good and valuable consideration, the receipt whereof is hereby acknowledged, TERRA MOUNTAIN HOLDINGS, LLC, a Georgia limited liability company (hereinafter "Grantor"), does hereby grant unto the CRAB ORCHARD UTILITY DISTRICT, a \_\_\_\_\_, and to its successors and assigns (hereinafter "Grantee"), forever, the right to install, construct, operate, repair, maintain, relocate, and replace utilities upon the land hereinafter described and situated in the 4th Civil District of Cumberland County, Tennessee (the "Land"):

A temporary thirty (30) foot utility easement for that existing waterline now located on such Land, as further described below, and a permanent nonexclusive forty (40) foot utility easement through the Land for a waterline to replace such existing waterline, together with an electrical line as needed for the new waterline facilities, in an area of such Land further described below.

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

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

The existing waterline is located in that certain area identified as "Acceptable Development Area – Existing Waterline" on that certain map attached hereto as Exhibit "A" and made a part hereof by this reference. Such Exhibit "A" is the Conservation Easement Map found at page 43, Section XI, of the Baseline Documentation Report prepared for Terra Mountain Holdings, LLC, dated December 27, 2013, provided to the Atlantic Coast Conservancy, Inc. in connection with the Conservation Easement, and reflects the status of Grantor's property at the time the Conservation Easement was granted. A full copy is available from the Atlantic Coast Conservancy. The thirty foot (30') wide easement granted hereby shall be measured as fifteen feet (15') from either side of the center line of such existing waterline. Upon the completion and use of the new waterline, this temporary



easement for the currently existing waterline, shall expire and terminate automatically, with no further documentation necessary.

The new permanent waterline shall be located in that certain area identified as "Acceptable Development Area - Sanitary Sewer/Water Line" on that certain map attached hereto as Exhibit "A". The forty foot (40') wide easement area shall be measured as twenty feet (20') on either side of the centerline of the "old access road" which runs within the "Acceptable Development Area - Sanitary Sewer/Water Line", which is an extension of what is now known as Running Deer Lane, and an additional continuing path across said property within said "Acceptable Development Area - Sanitary Sewer/Water Line" to circumvent and traverse waterways and to connect with existing utilities. The new waterline and associated electrical line shall be constructed underground.

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

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

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

Witness our hand and seals, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

TERRA MOUNTAIN HOLDINGS, LLC, a Georgia limited liability company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared \_\_\_\_\_, in his official capacity as \_\_\_\_\_ of Terra Mountain Holdings, LLC, a Georgia limited liability company, with whom I am personally acquainted (or proved on the basis of satisfactory evidence to be the person) and who, upon oath, executed the foregoing instrument for the purposes therein contained.

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

Notary Public: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**EXHIBIT A**  
**Legal Description**  
Easement Area



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

# **EXHIBIT 7**

## QUITCLAIM AND RELEASE OF EASEMENT

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

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

### **NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

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

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

Crab Orchard Utility District

By: \_\_\_\_\_

Its: \_\_\_\_\_

**STATE OF TENNESSEE**  
**COUNTY OF \_\_\_\_\_**

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

WITNESS my hand and Notarial Seal at office this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public: \_\_\_\_\_

My commission expires: \_\_\_\_\_

## EXHIBIT A

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

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

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

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



## QUITCLAIM AND RELEASE OF EASEMENT

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

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

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

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

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

Crab Orchard Utility District

By: \_\_\_\_\_

Its: \_\_\_\_\_

**STATE OF TENNESSEE**  
**COUNTY OF \_\_\_\_\_**

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

WITNESS my hand and Notarial Seal at office this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public: \_\_\_\_\_

My commission expires: \_\_\_\_\_

## EXHIBIT A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# **EXHIBIT 8**



**ABANDONED PROPERTY AGREEMENT**

THIS AGREEMENT is made by and between CRAB ORCHARD UTILITY DISTRICT ("COUD"), MOY TOY, LLC, ("Moy Toy") and TERRA MOUNTAIN HOLDINGS, LLC ("Terra Mountain") and is entered this the \_\_\_\_ day of \_\_\_\_\_, 2019.

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

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

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

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

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

**CRAB ORCHARD UTILITY DISTRICT:**

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

**MOY TOY, LLC:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TERRA MOUNTAIN HOLDINGS, LLC**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

# **EXHIBIT 9**

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

**ASSIGNMENT OF RIGHTS UNDER "GRANT OF WATER LINE EASEMENT"**

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

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

IN WITNESS WHEREOF, GRANTOR has executed this instrument this the \_\_\_\_ day of \_\_\_\_\_, 2019.

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

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF TENNESSEE**  
**COUNTY OF \_\_\_\_\_**

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

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

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

The Name and Address of the  
new Easement Owner is:

Crab Orchard Utility District  
2089 East 1<sup>st</sup> Street  
Crossville, TN 38555

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

# **EXHIBIT 10**

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

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

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

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

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

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

**EXECUTED BY:**

**LAUREL HILLS CONDOMINIUMS PROPERTY OWNERS ASSOCIATION:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

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

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

Notary Public: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**MOY TOY, LLC:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared \_\_\_\_\_, in his official capacity as \_\_\_\_\_ of Moy Toy, LLC, a Tennessee limited liability company, with whom I am personally acquainted (or proved on the basis of satisfactory evidence to be the person) and who, upon oath, executed the foregoing instrument for the purposes therein contained.

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

Notary Public: \_\_\_\_\_  
My commission expires: \_\_\_\_\_



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

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

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

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

Notary Public: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

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

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

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

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

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

**EXECUTED BY:**

**LAUREL HILLS CONDOMINIUMS PROPERTY OWNERS ASSOCIATION:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

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

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

Notary Public: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**MOY TOY, LLC:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared \_\_\_\_\_, in his official capacity as \_\_\_\_\_ of Moy Toy, LLC, a Tennessee limited liability company, with whom I am personally acquainted (or proved on the basis of satisfactory evidence to be the person) and who, upon oath, executed the foregoing instrument for the purposes therein contained.

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

Notary Public: \_\_\_\_\_  
My commission expires: \_\_\_\_\_