

BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION

NASHVILLE, TENNESSEE

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

REQUEST FOR CLOSURE OF DOCKET

Comes now Tennessee Public Utility Commission ("TPUC" or "Commission") Staff acting as a Party ("Party Staff") appointed in this docket, to respectfully request that the Hearing Officer assigned to this matter, close this docket pursuant to the terms of Global Settlement Agreement approved by the Commission on March 6, 2019. In support of this *Request for Closure of Docket* ("Request"), Party Staff would show as follows:

1. TPUC, Laurel Hills Condominiums Property Owners Association ("LHCPOA"), Moy Toy, LLC ("Moy Toy"), Receivership Management, Inc. ("RMI") as receiver of the water system, the Consumer Advocate Unit of the Financial Division of the Office of the Attorney General ("Consumer Advocate"), Crab Orchard Utility District ("COUD") and Michael C. Buford¹ entered into a Global Settlement Agreement ("GSA") that resolves all of litigation related to the Laurel Hills Water System and transfers ownership of the water system out of the

¹ Terra Mountain Holdings, LLC participated in negotiations of the GSA relative to easements on parcels of real property it owned, but prior to the approval of the GSA by the Commission, Terra Mountain Holdings sold its properties that would be affected by the easements to Michael C. Buford. It is also noted that Renegade Mountain Community Club ("RMCC") participated in negotiations of the GSA concerning easements upon certain roads and common areas until Tennessee Court of Appeals delivered its opinion in *Gary Haiser et al. v. Michael McClung et al.*, 2018 WL 4150877 (2018), which was filed on August 29, 2018. The opinion vacated the Board of RMCC and remanded certain issues to the Trial Court that were required to be determined in order to elect a new Board. The parties agreed that RMCC's interest could be addressed outside of the GSA.

receivership.² A copy of the GSA, including the signatures of the parties but excluding Exhibits, is attached hereto as Exhibit A.

2. During the Commission Conference held on February 19, 2019, the voting panel assigned to this docket approved the GSA and authorized entry into the GSA, appearance in all related court proceedings and execution of all documents necessary to carry out the obligations of the Commission as set out in the GSA.³

3. On June 5, 2019, the RMI filed *Receiver's Motion for the Approval and Adoption of Its Second Modified Receivership Plan* with the Cumberland County Chancery Court.⁴ The Receiver's Motion was set to be heard in the Cumberland County Chancery Court on June 19, 2019. Upon presentation of the Receiver's Motion, Chancellor Ronald Thurman entered an order granting the Receiver's Motion, attached hereto as Exhibit B.⁵

4. Section D of the GSA provides a number of Conditions Precedent to the GSA, and delineates items to be accomplished prior to the completion of the Settlement Terms. All of the Conditions Precedent, as listed below, have been accomplished.

- a. The provision by COUD of a cost estimate of rehabilitation of the LHWS and TPUC acceptance and approval of funding for the estimate, and an Order of TPUC approving of entry into the GSA was accomplished in this docket in the March 6, 2019 Order;⁶

² See Exhibit A.

³ *Order Approving and Authorizing Entry of Settlement Agreement* (March 6, 2019).

⁴ *Tenn. Pub. Utility Comm. v. Laurel Hills Condominiums Owners Ass'n*, Cumberland County Chancery Court Case No. 2012-CH-560, *Receiver's Motion for the Approval and Adoption of Its Second Modified Receivership Plan* (June 5, 2019).

⁵ *Tenn. Pub. Utility Comm. v. Laurel Hills Condominiums Owners Ass'n*, Cumberland County Chancery Court Case No. 2012-CH-560, *Order Approving and Adopting Second Modified Receivership Plan, Authorizing the Receiver to Execute the Settlement Agreement and Release, and Directing the Receiver to Implement and Carry Out the Second Modified Receivership Plan*, (June 19, 2019).

⁶ *Order Approving and Authorizing Entry of Settlement Agreement*, p. 4 (March 6, 2019).

- b. A copy of the Title Policy Commitment Letter required in Paragraph D.3. is attached hereto as Exhibit C;
- c. *See* Exhibit B for a copy of the Order from the Chancery Court of Cumberland County required in Paragraph D.4.;
- d. Correspondence evidencing the notice to exercise the Acceptable Development Area – Sanitary Sewer/Water Line and approval of notice, required by Paragraph D.6., is attached hereto as Exhibit D, and,
- e. A copy of the Ratification Agreement providing releases required by Paragraph D.7. is attached hereto as Exhibit E.

5. The GSA establishes the transfer of the ownership and operation of the Laurel Hills Water System (“LHWS”) to COUD.⁷ The parties agreed to the execution of certain documents, listed below, to accomplish the transfer of the LHWS to COUD. All of the said transfer documents have been executed as required by the GSA⁸, as follows:

- a. An Assignment and Bill of Sale of Assets (“Bill of Sale”), executed by LHCPOA and LHWS, through RMI as its Receiver; a copy of which is attached as Exhibit F;
- b. A Quitclaim Deed conveying the “Water Tower Parcel,” executed by Moy Toy and LHWS, through RMI as its Receiver; a copy of which is attached as Exhibit G; and,

⁷ The parties agreed upon the form of all documents transferring ownership of the LHWS, all easements contemplated by the GSA, and other documents described within the terms of the GSA. These documents were attached as Exhibits and incorporated into the GSA. *See* Exhibit A (concerning description of Exhibits to GSA).

⁸ The Quitclaim Deed and Release of the Deed of Trust, Assignment of Rents and Leases have been recorded with the Office of the Register of Deeds for Cumberland County, Tennessee on July 31, 2019.

- c. A Release of the Deed of Trust, Assignment of Rents and Leases and Security Agreement (“DOT Release”), executed by Moy Toy; a copy of which is attached as Exhibit H.⁹

6. The parties agreed to the execution of easements relative to the installation of a new water supply line by COUD. All of the new water supply line easements, listed below, have been executed as required by the GSA¹⁰:

- a. An easement to COUD from Moy Toy along or upon Renegade Mountain Parkway (“RMP”) from Highway US 70 to the “old access road,” a copy of which is attached as Exhibit I;
- b. An easement to COUD from Moy Toy on Parcel Number 142 031.05; a copy of which is attached as Exhibit J; and,
- c. An easement to COUD from Michael C. Buford on Parcel Numbers 142 031.02 and 142 031.06, copy of which is attached as Exhibit K.

7. The parties agreed to the execution of easements to COUD, as well as transfer to COUD or termination of certain existing easements, all relative to the existing facilities of the LHWS. All of the documents concerning easements related to existing LHWS facilities, listed below, have been executed as required by the GSA¹¹:

- a. An ingress/egress access easement for RMP to COUD from Moy Toy, a copy of which is attached as Exhibit L;

⁹ A title policy on the Water Tower Parcel, to be issued pursuant to the commitment obtained as a condition precedent, will be issued upon provision of a copy of the recorded Quitclaim Deed and other documentation required by the Title Agent.

¹⁰ The easements listed in Paragraph 6 have been recorded with the Office of the Register of Deeds for Cumberland County, Tennessee on July 31, 2019.

¹¹ The easements, assignments, and termination documents have been recorded with the Office of the Register of Deeds for Cumberland County, Tennessee on July 31, 2019.

- b. An easement to COUD from Moy Toy within RMP and platted road in Renegade Resort wherein facilities are located, and within certain platted roads wherein facilities are not currently located, a copy of which is attached as Exhibit M;
- c. An easement to COUD from Moy Toy within a section of Running Deer Lane on Parcel 142 031.05, where facilities are currently located, a copy of which is attached as Exhibit N;
- d. An easement to COUD from Moy Toy upon Parcel Number 141 056.00, relative to the existing water supply line and subject to release upon completion of the new water supply line, a copy of which is attached as Exhibit O;
- e. An assignment to COUD of an easement, by LHWS through its Receiver, RMI, on the Kemmer property, relative to the existing water supply line and subject to release upon completion of the new water supply line. A copy of which is attached as Exhibit P; and,
- f. A release of an easement, by LHWS through its Receiver, RMI, on property owned by COUD, a copy of which is attached as Exhibit Q.

8. The parties agreed to the release of easements relative to the existing water supply line, as well as a document evidencing abandonment of the existing water supply line, upon completion of the new water supply line. Said documents have been executed by COUD, Moy Toy, and Michael Buford as required by the GSA, and are currently held in escrow by TPUC until such time as the new water supply line has been completed.¹²

¹² Copies of the executed release and abandonment documents are not attached in order to avoid confusion concerning the effectiveness and/or recordation of such documents.

9. The parties further agreed to the execution of additional documents, which address easements and license agreements relative to the facilities of the LHWS. All of these said documents, listed below, have been executed as required by the GSA.¹³

- a. An assignment to COUD of an easement, by LHWS through its Receiver, RMI, relative to Eagle's Nest, LLC property, a copy of which is attached as Exhibit R;
- b. A revocation agreement, executed by Moy Toy, LHCPOA and LHWS, through its Receiver, RMI, revoking the "Irrevocable License Agreement for Existing Utility Purposes," a copy of which is attached as Exhibit S; and,
- c. A revocation agreement, executed by Moy Toy and LHCPOA revoking the "Non-Exclusive Revocable Licensure Agreement for Utility Purposes", a copy of which is attached as Exhibit T.

10. Party Staff avers that TPUC issued payment of settlement funds in the amount of \$925,000 on July 25, 2019. A copy of an email communication from Everett Bolin, manager of COUD, to Party Staff verifying receipt of funds is attached as Exhibit U.

11. Party Staff asserts that COUD assumed ownership and operation of the LHWS effectively on July 1, 2019.

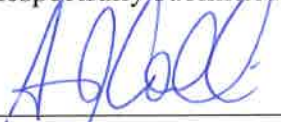
12. Party Staff avers that processes to close the six cases listed in the GSA have commenced and are currently proceeding. The order dismissing Cumberland County Circuit Court Case No., CC1-2016-CV-6201 has been entered by the presiding judge in that matter. A copy of said order is attached as Exhibit V.

¹³ The assignment and agreement revoking the Irrevocable License Agreement (which is recorded) have been recorded with the Office of the Register of Deeds for Cumberland County, Tennessee on July 31, 2019.

13. Party Staff would state that completion of the items described in Paragraphs 4 through 12 herein constitute substantial compliance with the terms of the GSA, such that this docket can be closed in accordance with the terms of the GSA. Further, should any parties have need to enforce any provision of the GSA, the right to such remedy is reserved in the Cumberland County Chancery Court in the GSA.

WHEREFORE, Party Staff respectfully requests that the Commission enter an order closing this docket.

Respectfully submitted,



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CERTIFICATE OF SERVICE

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

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Daniel P. Whitaker, III, Esq.
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via the United States Mail, postage prepaid and via electronic mail, this the 31st day of July, 2019.



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 24th day of June, 2019 (the "Effective Date").

A. PARTIES TO THE AGREEMENT (COLLECTIVELY, THE "PARTIES")

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

B. CASES AND MATTERS ADDRESSED BY AGREEMENT (COLLECTIVELY, THE "LITIGATION MATTERS")

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

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

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

C. RECITALS

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

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

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

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

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

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

IT IS THEREFORE AGREED AS FOLLOWS:

D. CONDITIONS PRECEDENT TO GLOBAL SETTLEMENT

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

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

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

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

D.4. Entry of a court order from the Chancery Court of Cumberland County in Case No. 2012-CH-560, approving entry into this Global Settlement Agreement by LWHS, in Receivership (by RMI, its court appointed receiver), and approving all actions required by 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 Mr. Buford, pursuant to Paragraph 8.1.E. of the Deed of Conservation Easement of record in Book 1422, page 1806 in the Cumberland County Register of Deeds Office for Cumberland County, Tennessee, of request to exercise the Acceptable Development Area – Sanitary Sewer/Water Line easement conveyance; and, either the written approval of ACC of Mr.

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

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

E. SETTLEMENT TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

F. RESOLUTION OF LITIGATION MATTERS

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

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

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

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

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

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

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

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

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

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

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

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

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

G. ANCILLARY LITIGATION NOT RESOLVED BY THIS AGREEMENT

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

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

H. MUTUAL RELEASES

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

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

I. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

J. SEVERABILITY

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

K. JOINT DRAFTING

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

L. ENFORCEMENT


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

M. COUNTERPARTS

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

EXECUTED BY:

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


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

4/9/2019
Signature Date

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

CRAB ORCHARD UTILITY DISTRICT:

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

Signature Date

L. ENFORCEMENT

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

M. COUNTERPARTS

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

EXECUTED BY:

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

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

Signature Date

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

CRAB ORCHARD UTILITY DISTRICT:

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

4-9-2019

Signature Date

LAUREL HILLS CONDOMINIUMS PROPERTY OWNERS ASSOCIATION:

By: [Signature] March 11, 2011
Printed Name: Michael Nischlag Signature Date
Title: President / Director

MICHAEL C. BUFORD:

By: _____
Michael C. Buford Signature Date

MOY TOY, LLC

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

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

By: _____
Phillip G. Guettler, Managing Member

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

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

LAUREL HILLS CONDOMINIUMS PROPERTY OWNERS ASSOCIATION:

By: _____
Printed Name: _____
Title: _____

Signature Date

MICHAEL C. BUFORD:

By: Michael C Buford
Michael C. Buford

5-14-19
Signature Date

MOY TOY, LLC

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

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

By: _____
Phillip G. Guettler, Managing Member

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

By: _____
Printed Name: _____
Title: _____

Signature Date

LAUREL HILLS CONDOMINIUMS PROPERTY OWNERS ASSOCIATION:

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

MICHAEL C. BUFORD:

By: _____
Michael C. Buford Signature Date _____

MOY TOY, LLC

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

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

By: 
Phillip G. Guettler, Managing Member

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

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

LAUREL HILLS CONDOMINIUMS PROPERTY OWNERS ASSOCIATION:

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

MICHAEL C. BUFORD:

By: _____
Michael C. Buford Signature Date _____

MOY TOY, LLC

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

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

By: _____
Phillip G. Guettler, Managing Member

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

By: Robert E. Moore Jr.
Printed Name: Robert E. Moore Jr. Signature Date June 21, 2019
Title: President - Receivership Management Inc.

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

6-24-2019
Signature Date

By: EARL R. TAYLOR, Executive Director

Signature Date

RECEIVERSHIP MANAGEMENT, INC.

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

By: _____
Printed Name: _____
Title: _____

Signature Date

TENNESSEE PUBLIC UTILITY COMMISSION:

By: Earl Taylor
EARL R. TAYLOR, Executive Director

3/6/2019
Signature Date

EXHIBIT B

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

TENNESSEE PUBLIC UTILITY COMMISSION

Petitioner,

v.

LAUREL HILLS CONDOMINIUMS
PROPERTY OWNERS ASSOCIATION

Respondent.

MOY TOY, LLC, and
RENEGADE MOUNTAIN COMMUNITY CLUB,

Intervening Parties.

Docket No. **2012-CH-560**
Chancellor Thurman

FILED
Date 6-19-2019 4:15 PM
Entered: 6-19-2019
SUE TOLLETT, CLERK & MASTER
Cumberland County, Crossville, TN
BY: Sue Tollett *JP*

**ORDER APPROVING AND ADOPTING SECOND MODIFIED RECEIVERSHIP PLAN,
AUTHORIZING THE RECEIVER TO EXECUTE THE SETTLEMENT AGREEMENT
AND RELEASE, AND DIRECTING THE RECEIVER TO IMPLEMENT AND CARRY
OUT THE SECOND MODIFIED RECEIVERSHIP PLAN**

At argument conducted on or about the 19th day of June, 2019, the motion of Receivership Management, Inc. [hereinafter the Receiver], requesting approval and adoption of its Second Modified Receivership Plan for the Laurel Hills Water System in Receivership, was heard.

The Receiver's motion being well taken, it is **ORDERED, ADJUDGED, and DECREED** as follows:

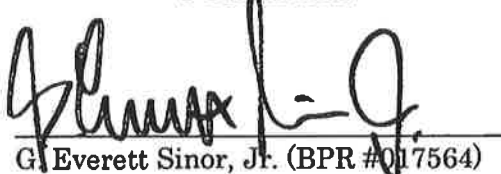
1. the Receiver's Second Modified Receivership Plan is hereby **APPROVED** and **ADOPTED** as submitted;

2. the Laurel Hills Water System in Receivership, (by Receivership Management, Inc., its court-appointed Receiver) is **AUTHORIZED** to execute the Global Settlement Agreement, such authorization to include approval of all actions required by the Laurel Hills Water System in Receivership, (by Receivership Management, Inc., its court-appointed receiver) set forth in the Global Settlement Agreement; and,
3. The Receiver shall forthwith implement and carry out its Second Modified Receivership Plan.

ENTERED this 19th day of June, 2019.


The Honorable Ronald Thurman, Chancellor

PREPARED FOR ENTRY:


G. Everett Sinor, Jr. (BPR #017564)
Attorney at Law
Counsel for Receivership Management, Inc.
3504 Robin Road
Nashville, Tennessee 37204
615.969.9027
Everett.Sinor@gmail.com

Certificate of Service

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

Aaron Conklin, Esq.
Staff Attorney
Tennessee Public Utility Commission
502 Deaderick Street, Fourth Floor
Nashville, Tennessee 37243

Laurel Hills Condominiums
Property Owners Association
17 Mount Laurel Drive
Post Office Box 288
Crab Orchard, Tennessee 37723

G. Everett Sinor, Jr.
Counsel for Receivership Management, Inc.
Court-appointed Receiver for the
Laurel Hills Water System in Receivership
3504 Robin Road
Nashville, Tennessee 37204

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

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

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

Randy York, Esq.
Counsel for Crab Orchard Utility District
46 North Jefferson Avenue
Post Office Box 3347
Cookeville, Tennessee 38501

Daniel J. Moore, Esq.
Woolf, McClane
Counsel for Renegade Mountain CC
Registered Agent/Settlement Counsel for
Laurel Hills Condominiums POA
900 South Gay Street, Suite 900
Knoxville, Tennessee 37902

via the United States Mails, postage prepaid, this 19th day of June, 2019.


Deputy Clerk and Master

EXHIBIT C

Fidelity National Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Tennessee Valley Title Insurance Co.
Issuing Office: 800 S. Gay Street, Suite 1700, Knoxville, TN 37929
Issuing Office's ALTA® Registry ID: 2715
Loan ID Number:
Commitment Number: 191146
Issuing Office File Number: 191146
Property Address: Renegade Mountain Parkway, Cumberland County, TN
Revision Number: 2

SCHEDULE A

1. Commitment Date: June 13, 2019 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Own. Policy (06/17/06)
Proposed Insured: Crab Orchard Utility District of Cumberland County, Tennessee, a Tennessee corporation
Proposed Policy Amount: \$ 100,000.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:
Receivership Management, Inc., a Tennessee corporation, as Receiver of Laurel Hills Water System appointed by the Chancery Court of Cumberland County, Tennessee
5. The Land is described as follows:
(SEE PROPERTY DESCRIPTION ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF)

BEING the same property conveyed to Receivership Management, Inc., a Tennessee corporation, as Receiver of Laurel Hills Water System, by Quitclaim Deed from Moy Toy, LLC, dated February 3, 2016, and recorded in Book 1470, page 2178, in the Cumberland County Register's Office.

Tennessee Valley Title Insurance Co.

By: Joseph H. Huie

Joseph H. Huie

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Fidelity National Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
2. Payment of all premiums and charges for policies, endorsement and services.
3. Cancellation and release of record Deed of Trust, Assignment of Leases and Rents and Security Agreement from Laurel Hills Condominiums Property Owners Association, a Tennessee nonprofit corporation, to Joseph H. Huie, Trustee for Moy Toy, LLC, in the original amount of \$400,000.00, dated March 1, 2013, and recorded in Book 1404, page 259, in the Cumberland County Register's Office.
4. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:
 - a. Properly executed and recorded Deed from Receivership Management, Inc., a Tennessee corporation, as Receiver of Laurel Hills Water System appointed by the Chancery Court of Cumberland County, Tennessee, vesting fee simple title in Crab Orchard Utility District of Cumberland County, Tennessee, a Tennessee corporation.

NOTE: We must be furnished certified copy of corporate resolutions authorizing the execution and delivery of this deed.

NOTE: We must be furnished a current certificate of existence from the Secretary of State of Incorporation.

NOTE: The Company reserves the right to make further requirements and/or exceptions upon (1) its review of the proposed documents creating the estate or interest to be insured, or (2) ascertaining other details of the transaction.

NOTE: CLT #141-056.01: 2018 County taxes have been paid in the amount of \$10.00.

**SCHEDULE B, PART II
Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B
(Continued)

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. The dower, curtesy, homestead, community property, or other statutory marital rights, if any, of the spouse of any individual insured.
3. Rights or claims of parties in possession not shown by the public records.
4. Easements, or claims of easements, not shown by the public records.
5. Any discrepancies, conflicts, encroachments, servitudes, shortages in area and boundaries or other facts which a correct survey would show.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Taxes and/or assessments levied or assessed against the subject property pursuant to the provisions of TCA 67-5-601, et seq., which have not been assessed and are not payable, as of the date of this Policy.
8. Taxes for the year 2019, which are a lien, but not yet due or payable, and all taxes for subsequent years.
9. Title to that portion of the premises, if any located within the bounds of any cemetery, together with the right of ingress and egress thereto and the rights of interment and sepulcher.
10. Rights and privileges granted William E. Evans, et al, by instrument of record in Misc. Book 81, page 377, in the Cumberland County Register's Office.
11. The right, if any, of others to use for road purposes so much of subject property as lies in any roadway.
12. The roadways within Renegade Resort are private. It is recommended that any conveyance of the property described in Schedule A hereof include the right to utilize the roads within the development for access.
13. Easements and restrictions contained in the deed recorded in Book 1470, page 2178, in the Cumberland County Register's Office.
14. Notice of Underground Utilities of record in Book 1470, page 552, in the Cumberland County Register's Office.
15. Irrevocable License Agreement for Existing Utility Purposes of record in Book 1471, page 456, in the Cumberland County Register's Office.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

RENEGADE MOUNTAIN

LEGAL DESCRIPTION
WATER TANK SITE

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

Beginning at the Northwest corner of Woodridge Condo Phase 1 as shown in Plat Book 9 at Page 185; Said Point being on the Easterly Right-of-Way Line of Renegade Mountain Parkway as shown in PB 2 at Pg 90, Revised in PB 9 at Pg 191, at the office of the Register of Deeds, Cumberland County, Tennessee;

Thence Northeasterly along said Easterly Right of way Line, being a curve to the right, having a radius of 137.18 feet, thru a central angle of $63^{\circ} 19' 00''$, 151.60 feet;

Thence, N $68^{\circ} 51' 47''$ E, 45.17 feet; Thence, S $59^{\circ} 50' 18''$ E, 62.16 feet;

Thence, S $70^{\circ} 02' 32''$ E, 48.11 feet; Thence, S $34^{\circ} 36' 48''$ W, 129.83 feet;

Thence, N $43^{\circ} 05' 21''$ W, 57.01 feet; Thence, S $74^{\circ} 10' 36''$ W, 103.96 feet; to the Point of Beginning of the herein described Water Tank Site Tract. (Containing 0.43 Acres more or less). A Portion of Map 141, Parcel 031.00 and a Portion of Map 141, Parcel 056.00.

EXHIBIT "A"



COMMITMENT FOR TITLE INSURANCE
Issued by
FIDELITY NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, FIDELITY NATIONAL TITLE INSURANCE COMPANY, a Florida corporation, (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 90 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Tennessee Valley Title Insurance Co.
800 Gay St Ste 1700
Knoxville, TN 37929
Tel: 865-523-6254
Fax: 865-523-6749

By:

President

Attest:

Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by FIDELITY NATIONAL TITLE INSURANCE COMPANY. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C165A00

27C165A00 ALTA Commitment For Title Insurance 08/01/2016
90days_C165A_NS

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Knowledge" or "Known": Actual or Imputed knowledge, but not constructive notice imparted by the Public Records.
 - b. "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - c. "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
 - d. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - e. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - f. "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - g. "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - h. "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements; and
 - f. Schedule B, Part II—Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
 - b. The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - c. The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the

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27C165A00

27C165A00 ALTA Commitment For Title Insurance 08/01/2016
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- Commitment was first delivered to the Proposed Insured.
- d. The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(I) through 5(a)(III) or the Proposed Policy Amount.
 - e. The Company shall not be liable for the content of the Transaction Identification Data, if any.
 - f. In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
 - g. In any event, the Company's liability is limited by the terms and provisions of the Policy.
- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**
- a. Only a Proposed Insured Identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
 - c. Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**
- The Issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The Issuing agent is not the Company's agent for the purpose of providing closing or settlement services.
- 8. PRO-FORMA POLICY**
- The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. ARBITRATION**
- The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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EXHIBIT D

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

Gayle:

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

Thank you,
Phil

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

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



mmmlaw.com

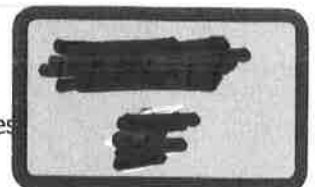


Gayle Y. Camp
Special Counsel

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

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



Phil,

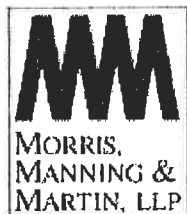
As I am sure you are aware, there has been ongoing litigation regarding water service in the Terra Mountain/Renegade Mountain area. A settlement agreement has been presented to Matt Campbell, Terra Mountain Holdings that involves allowing a local water authority to replace a waterline that crosses the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

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

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

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

Thank you,



mmmlaw.com



Gayle Y. Camp
Special Counsel

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

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Subject: FW: Terra Mountain

?

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

Tue, Jan 15, 8:58 AM

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

Phil,

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

Regards,
Robert

Robert D. Keller, PHD
Chief Executive Officer

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

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



3 Attachments



EXHIBIT E

CONSENT AND RATIFICATION AGREEMENT

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

A. PARTIES TO THE AGREEMENT (COLLECTIVELY, THE "PARTIES")

A.1. Crab Orchard Utility District ("COUD");

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

B. RECITALS

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

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

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

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

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



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

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

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

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

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

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

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

IT IS THEREFORE AGREED AS FOLLOWS:

C. AGREEMENT TERMS

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

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

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

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

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

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

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

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

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

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

D. REPRESENTATIONS AND WARRANTIES

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

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

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

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

E. ENFORCEMENT

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

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

F. COUNTERPARTS

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

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

EXECUTED BY:

CRAB ORCHARD UTILITY DISTRICT:

By: _____

Printed Name: _____

Title: _____, Board of Crab Orchard Utility District

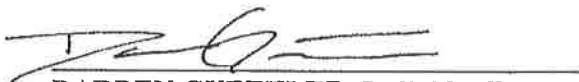
MCCLUNG-GUETTLER GROUP:



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



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



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

EXHIBIT F

ASSIGNMENT AND BILL OF SALE OF ASSETS

This **ASSIGNMENT AND BILL OF SALE OF ASSETS** is executed on this the 26th day of JUNE, 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 "**RMP**").

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: Robert E. Moore Jr.
Receivership Management, Inc.

STATE OF Tennessee
COUNTY OF Davidson

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to make acknowledgements, personally appeared Robert E. Moore Jr. in his official capacity as President 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 24th day of June, 2019.

Notary Public: [Signature]

My commission expires: 1/6/2020

LAUREL HILLS CONDOMINIUM
PROPERTY OWNERS ASSOCIATION

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



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 _____

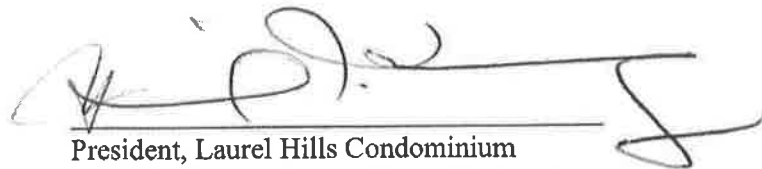
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to make acknowledgements, personally appeared _____, in his official capacity as _____ of RECEIVERSHIP MANAGEMENT, INC., a Tennessee corporation, the Receiver of the LAUREL HILLS WATER SYSTEM IN 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

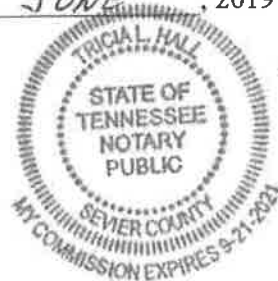
STATE OF Tennessee
COUNTY OF SEVIER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to make acknowledgements, personal appeared Michael M. McDoug 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 26th day of JUNE, 2019

Notary Public: [Signature]

My commission expires: 9-21-21



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 G

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

QUITCLAIM DEED

THIS INDENTURE made this the 1st day of July, 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 "Reservation of Rights and Easements" sections 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, and execution of this document specifically releases the easement described therein with regard to installation and maintenance of an antenna and supporting appurtenances on a water tower:

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.

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 Davidson

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Robert E. Moore Jr. in his official capacity as President 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 24th day of June, 2019.

Notary Public

My commission expires: 1/6/2020

MOY TOY, LLC

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

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

By:

Phillip G. Guettler, Managing Member



regarding the proper and lawful placement, operation and maintenance of said lighting and all liability associated in relation thereto, including any and all claims of damage/nuisance by any adjoining land owner.

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

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

By: _____

Its: _____

STATE OF TENNESSEE
COUNTY OF _____

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

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

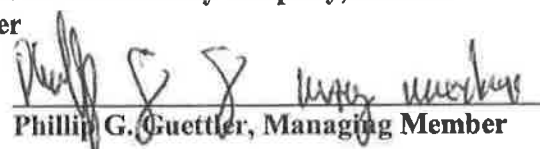
Notary Public: _____

My commission expires: _____

MOY TOY, LLC

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

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

By: 
Phillip G. Guettler, Managing Member

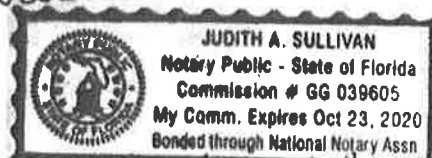
STATE OF Florida
COUNTY OF St. Lucie

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

WITNESS my hand and Notarial Seal at office this 21 day of June, 2019.

Notary Public: Judith A. Sullivan

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: _____

STATE OF _____
COUNTY OF _____

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

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

Notary Public: _____

My commission expires: _____

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

Crab Orchard Utility District

By: [Signature]
Its: President

STATE OF Tenn.
COUNTY OF Cumberland

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared James P. Smith Jr., in his official capacity as President 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 1st day of July, 2019.

Notary Public: Connie Shadwell

My commission expires: 3/3/2021

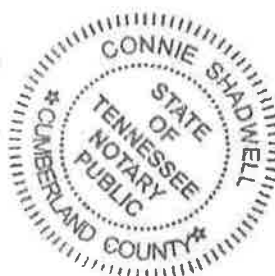


Exhibit A
(page 1)

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)

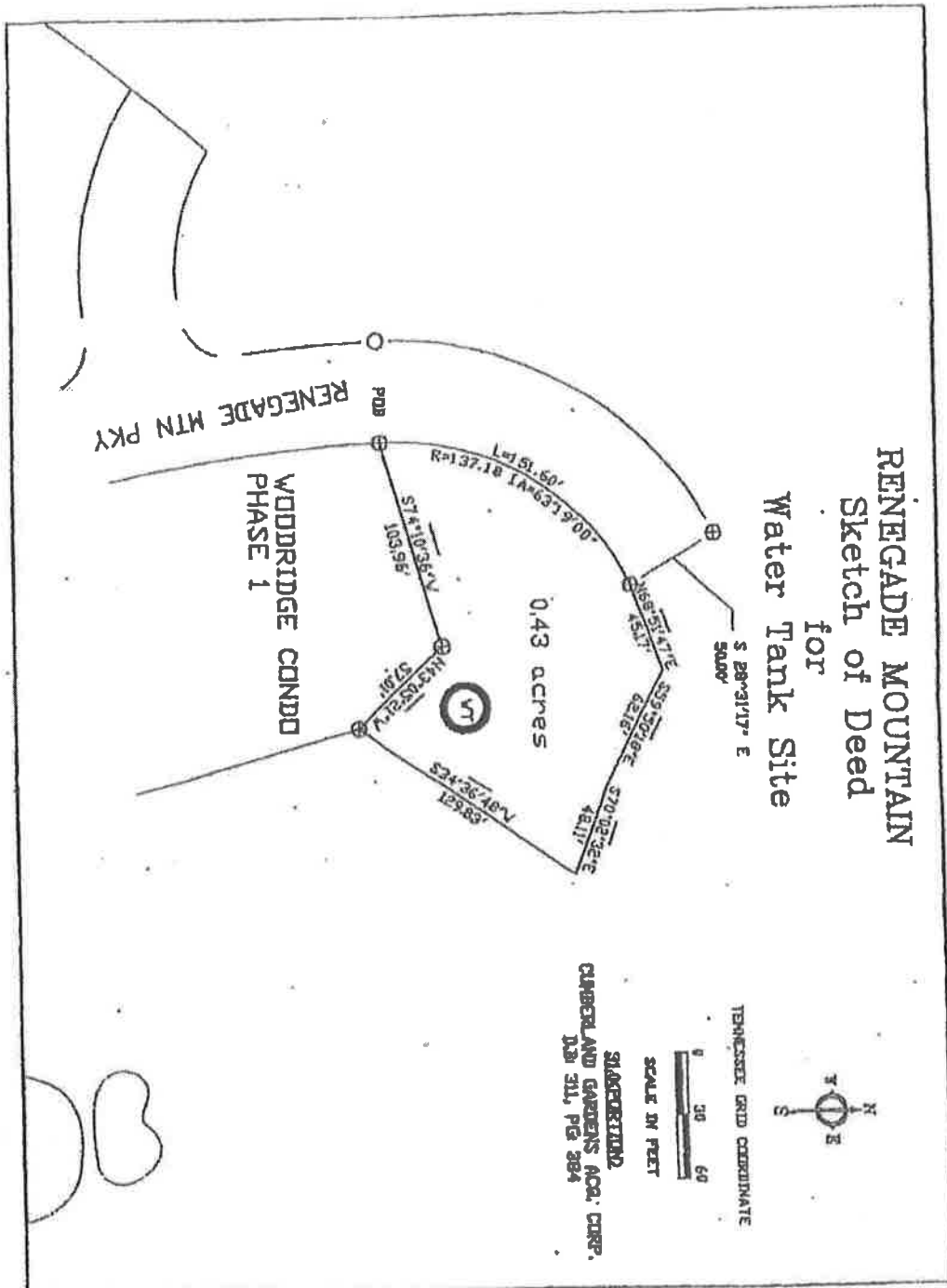


EXHIBIT H

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

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

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

IN WITNESS WHEREOF, MOY TOY, LLC has hereunto executed this instrument by and through an authorized officer of the limited liability company on this the 21 day of June, 2019.

MOY TOY, LLC

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

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

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

STATE OF Florida
COUNTY OF St. Lucie

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

WITNESS my hand and Notarial Seal at office this 21 day of June, 2019.

Notary Public: Judith A. Sullivan
My commission expires: _____

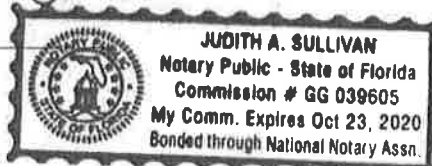


EXHIBIT I

CRAB ORCHARD UTILITY DISTRICT

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

UTILITY EASEMENT

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

A forty foot temporary construction easement and a forty foot permanent nonexclusive 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 showing the aerial view of the relevant section of Renegade Mountain Parkway, a red line highlighting the approximate portion of said road upon which easement is granted herein, and a map and list of coordinates plotted using the Tennessee State Plane Coordinate System, as prepared by Crab Orchard Utility District, showing the same section of Renegade Mountain Parkway, the relevant coordinates being numbered 33 through 57, are attached as collective 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 approximate location of the indicated portion of Renegade Mountain Parkway, 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 21 day of June, 2019.

MOY TOY, LLC

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

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

By: 
Phillip G. Guettler, Managing Member

STATE OF Florida
COUNTY OF St. Lucie

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

WITNESS my hand and Notarial Seal at office this 21 day of June, 2019.

Notary Public: Judith A. Sullivan

My commission expires: _____

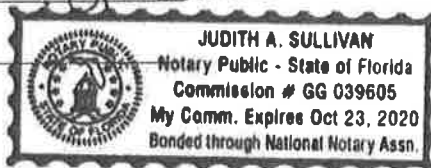
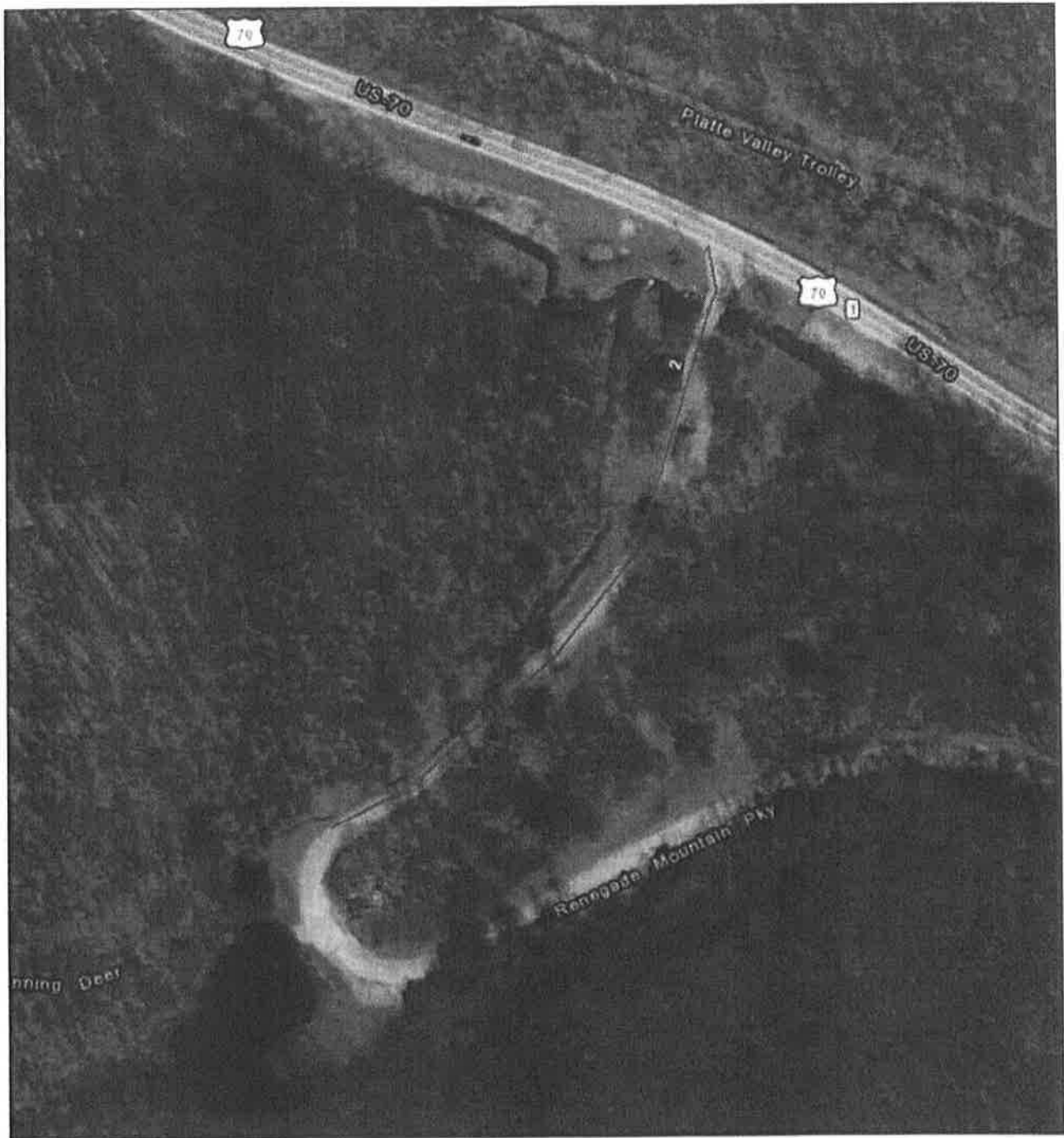
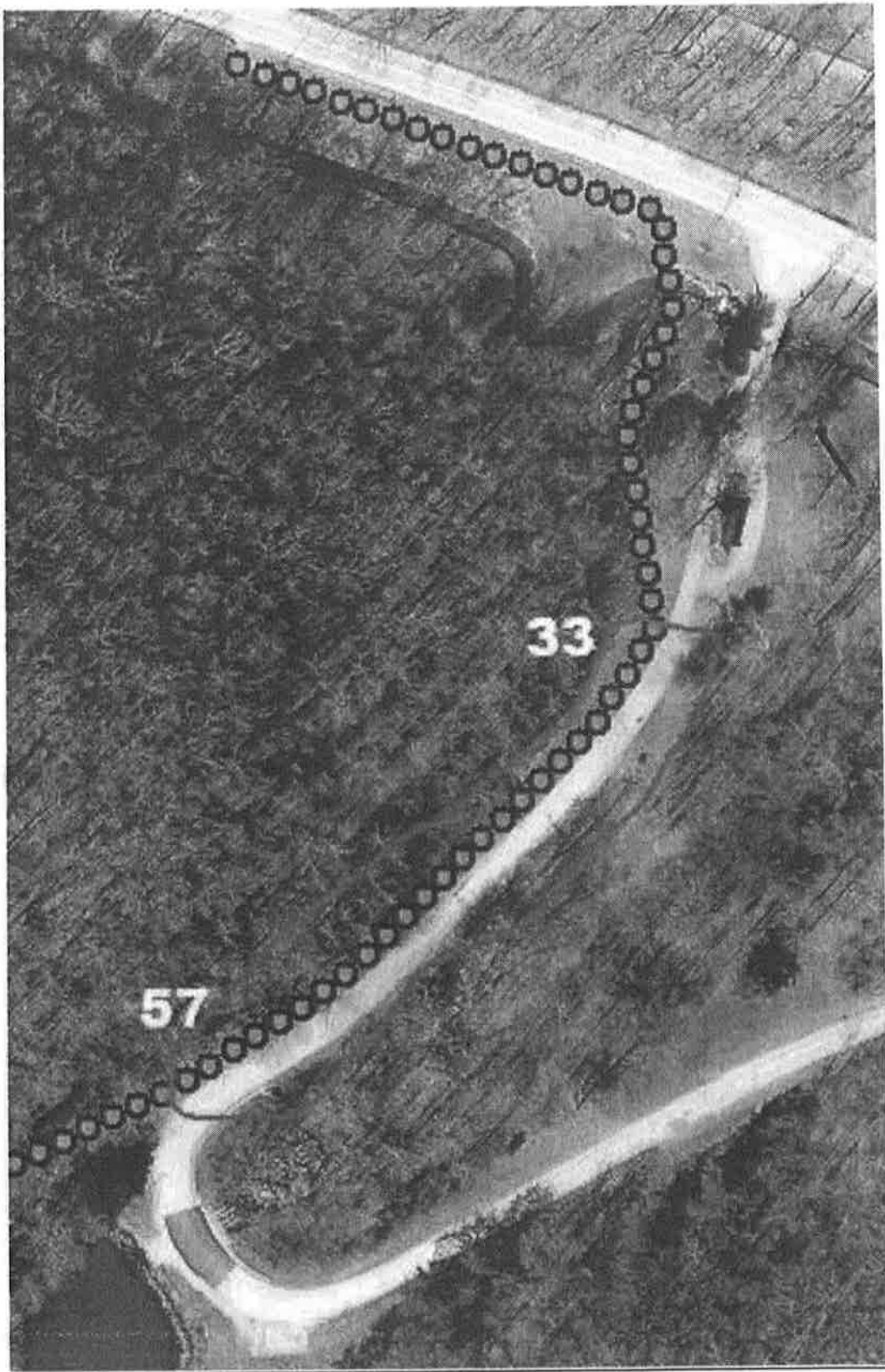


EXHIBIT A





Points Along Old Road

| FID | Latitude | Longitude |
|-----|----------|-----------|
| 33 | 2312660 | 567137 |
| 34 | 2312650 | 567119 |
| 35 | 2312639 | 567103 |
| 36 | 2312628 | 567086 |
| 37 | 2312615 | 567071 |
| 38 | 2312600 | 567057 |
| 39 | 2312586 | 567043 |
| 40 | 2312572 | 567029 |
| 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 |

EXHIBIT J

CRAB ORCHARD UTILITY DISTRICT

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

UTILITY EASEMENT

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

A forty foot temporary construction easement and a forty foot nonexclusive 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.

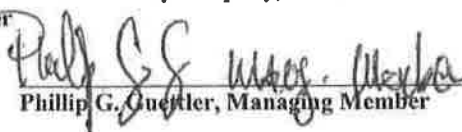
To have and to hold said easement, together with all the rights and privileges pertaining thereto unto the Crab Orchard Utility District and its successors and assigns, forever. The Grantor understands and agrees that COUD may assign an interest to share this easement with an electric utility should 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 21 day of June, 2019

MOY TOY, LLC

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

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

By: 
Phillip G. Guettler, Managing Member

STATE OF Florida
COUNTY OF St. Lucie

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

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

WITNESS my hand and Notarial Seal at office this 21 day of June, 2019.

Notary Public: Judith A. Sullivan

My commission expires: _____

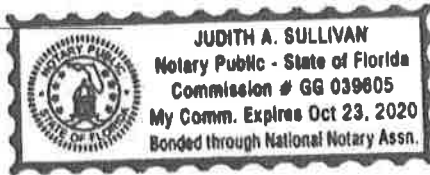


EXHIBIT A



Points Along Old Road

| FID | Latitude | Longitude |
|-----|----------|-----------|
| 0 | 2312388 | 567585 |
| 1 | 2312387 | 567588 |
| 2 | 2312408 | 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 |
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| 81 | 2311866 | 566675 |
| 82 | 2311846 | 566679 |
| 83 | 2311826 | 566682 |

| FID | Latitude | Longitude |
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| 84 | 2311807 | 566586 |
| 85 | 2311787 | 566588 |
| 86 | 2311767 | 566589 |
| 87 | 2311747 | 566591 |
| 88 | 2311727 | 566592 |
| 89 | 2311707 | 566592 |
| 90 | 2311687 | 566592 |
| 91 | 2311667 | 566592 |
| 92 | 2311647 | 566592 |
| 93 | 2311627 | 566592 |
| 94 | 2311607 | 566595 |
| 95 | 2311587 | 566598 |
| 96 | 2311568 | 566701 |
| 97 | 2311548 | 566704 |
| 98 | 2311528 | 566707 |
| 99 | 2311510 | 566715 |
| 100 | 2311493 | 566725 |
| 101 | 2311480 | 566740 |
| 102 | 2311468 | 566756 |
| 103 | 2311462 | 566775 |
| 104 | 2311457 | 566794 |
| 105 | 2311456 | 566814 |
| 106 | 2311455 | 566834 |
| 107 | 2311453 | 566854 |
| 108 | 2311451 | 566874 |
| 109 | 2311448 | 566894 |
| 110 | 2311447 | 566914 |
| 111 | 2311446 | 566934 |
| 112 | 2311445 | 566954 |
| 113 | 2311442 | 566973 |
| 114 | 2311439 | 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 |
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| 130 | 2311313 | 567286 |
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| 132 | 2311291 | 567319 |
| 133 | 2311279 | 567335 |
| 134 | 2311267 | 567351 |
| 135 | 2311254 | 567367 |
| 136 | 2311242 | 567383 |
| 137 | 2311230 | 567399 |
| 138 | 2311217 | 567414 |
| 139 | 2311204 | 567429 |
| 140 | 2311190 | 567443 |
| 141 | 2311173 | 567454 |
| 142 | 2311155 | 567462 |
| 143 | 2311137 | 567470 |
| 144 | 2311118 | 567477 |
| 145 | 2311099 | 567482 |
| 146 | 2311079 | 567483 |
| 147 | 2311059 | 567483 |
| 148 | 2311039 | 567483 |
| 149 | 2311019 | 567480 |
| 150 | 2310999 | 567476 |
| 151 | 2310980 | 567472 |
| 152 | 2310961 | 567465 |
| 153 | 2310943 | 567457 |
| 154 | 2310925 | 567447 |
| 155 | 2310908 | 567437 |
| 156 | 2310892 | 567425 |
| 157 | 2310875 | 567415 |
| 158 | 2310857 | 567405 |
| 159 | 2310842 | 567392 |
| 160 | 2310827 | 567379 |
| 161 | 2310813 | 567365 |
| 162 | 2310798 | 567351 |
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| 164 | 2310771 | 567322 |
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| FID | Latitude | Longitude |
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| 172 | 2310647 | 567221 |
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| 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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| 215 | 2309957 | 567438 |
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| 219 | 2309882 | 567458 |
| 220 | 2309868 | 567472 |
| 221 | 2309855 | 567488 |
| 222 | 2309844 | 567504 |
| 223 | 2309834 | 567522 |
| 224 | 2309824 | 567539 |
| 225 | 2309817 | 567558 |
| 226 | 2309812 | 567577 |
| 227 | 2309808 | 567596 |
| 228 | 2309805 | 567616 |
| 229 | 2309803 | 567636 |
| 230 | 2309797 | 567655 |
| 231 | 2309795 | 567675 |
| 232 | 2309790 | 567695 |
| 233 | 2309785 | 567714 |
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| 236 | 2309753 | 567763 |
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| 239 | 2309697 | 567782 |
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| FID | Latitude | Longitude |
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| 257 | 2309386 | 567668 |
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| 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 |
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| 283 | 2308924 | 567868 |
| 284 | 2308905 | 567861 |
| 285 | 2308887 | 567854 |
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| 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 |
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| 297 | 2308656 | 567794 |
| 298 | 2308636 | 567795 |

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

EXHIBIT K

CRAB ORCHARD UTILITY DISTRICT

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

UTILITY EASEMENT

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

A temporary thirty (30) foot utility easement for that existing waterline now located on such Land, as further described below, and a permanent nonexclusive 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 Michael C. Buford, the Atlantic Coast Conservancy, Inc., and their successors and/or assigns, and all of their members, directors, officers, employees, agents, contractors, from and against any and all claims, suits, loss, cost, damage and/or expense (including reasonable attorney's fees) on account of injury to or death of persons or damage to property arising or resulting from or in any way connected with the installation, construction, operation, repair, maintenance, relocation and/or replacement of utilities in connection with the easement granted hereby, or the use of, repair and/or maintenance of the easement area.

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

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

MICHAEL C. BUFORD

By: _____
Its: _____

STATE OF _____
COUNTY OF _____

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

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

Notary Public: _____ My commission expires: _____

EXHIBIT A
Legal Description
Easement Area

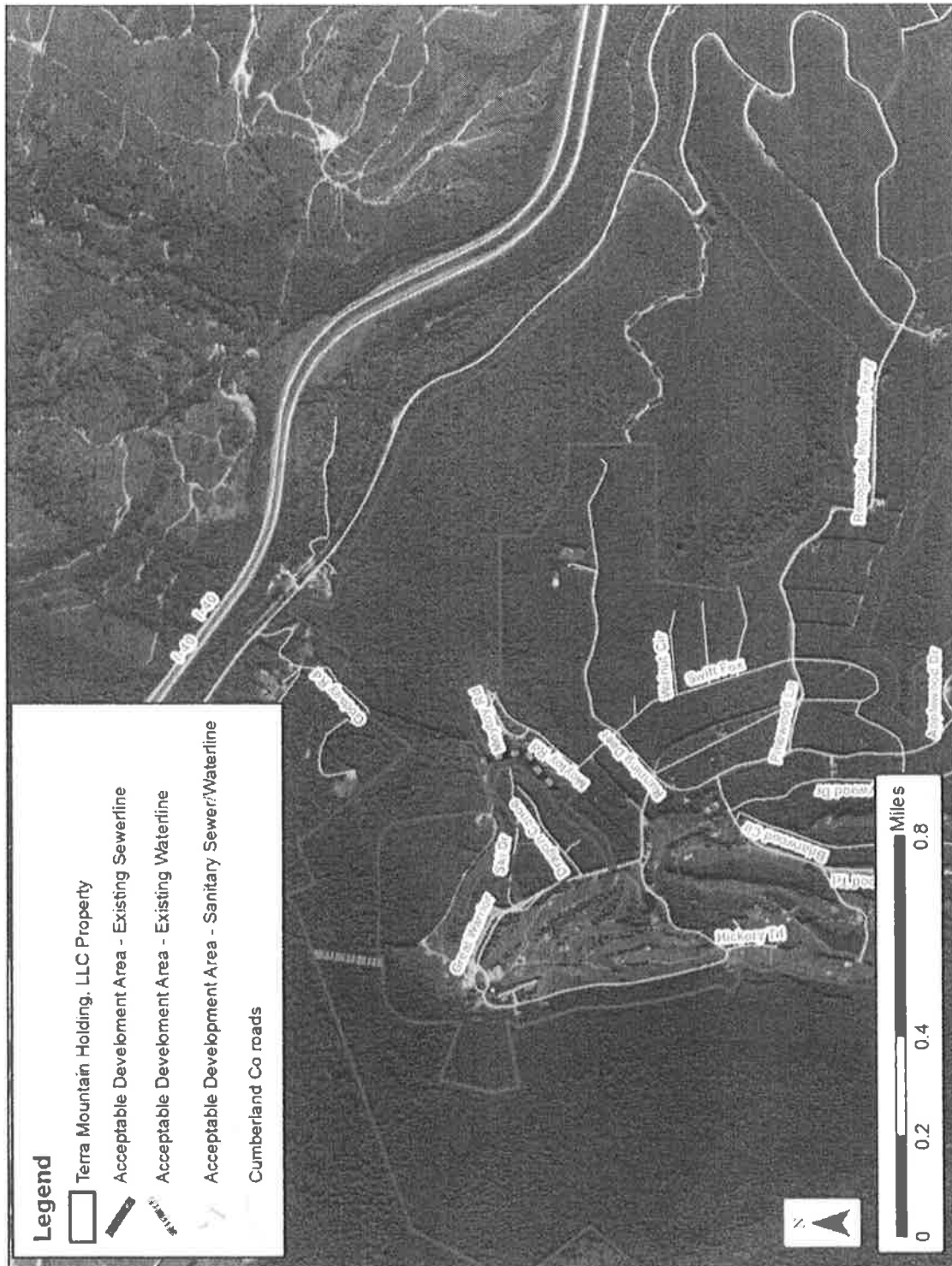


Figure 17. Conservation easement map depicting spatial location of the Acceptable Development Area – Existing Sewerline (in Sugalite sky), the Acceptable Development Area – Existing Waterline (in Lepidolite lilac), and the Acceptable Development Area – Sanitary Sewerline/Waterline (in Tzvorite green)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

EXHIBIT L

This Instrument Has Been Prepared by:

CRAB ORCHARD UTILITY DISTRICT

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

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That for the mutual advantages to be derived from construction, operation and maintenance of a utility, and for a good and valuable consideration, the receipt whereof is hereby acknowledged, MOY TOY, LLC, a Tennessee limited liability company, (hereinafter the "Grantor") does hereby grant unto the Crab Orchard Utility District and to its successors and assigns, forever, a perpetual nonexclusive 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 21 day of June, 2019

MOY TOY, LLC

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

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

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

STATE OF Florida
COUNTY OF St. Lucie

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

WITNESS my hand and Notarial Seal at office this 21 day of June, 2019.

Notary Public: Judith A. Sullivan

My commission expires: _____

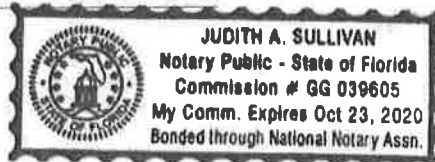


EXHIBIT M

This Instrument Has Been Prepared by:

CRAB ORCHARD UTILITY DISTRICT

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

UTILITY EASEMENT

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

A fifteen foot nonexclusive 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 nonexclusive 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 nonexclusive 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 21 day of June, 2019

MOY TOY, LLC

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

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

By:


Phillip G. Guettler, Managing Member

STATE OF Florida
COUNTY OF St. Lucie

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

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

WITNESS my hand and Notarial Seal at office this 21 day of June, 2019.

Notary Public:

Judith A. Sullivan

My commission expires:

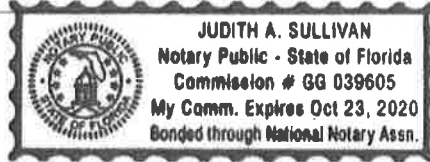


EXHIBIT A
**PROPERTY DESCRIPTION OF PUBLIC AND PRIVATE
ROADS WITHIN RENEGADE MOUNTAIN**

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.

EXHIBIT N

This Instrument Has Been Prepared by:

CRAB ORCHARD UTILITY DISTRICT

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

UTILITY EASEMENT

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

A fifteen foot nonexclusive 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 21 day of June, 2019

MOY TOY, LLC

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

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

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

STATE OF Florida
COUNTY OF St. Lucie

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

WITNESS my hand and Notarial Seal at office this 21 day of June, 2019.

Notary Public: Judith A. Sullivan My commission expires

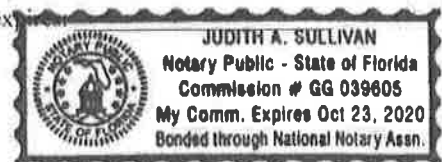


EXHIBIT O

CRAB ORCHARD UTILITY DISTRICT

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

UTILITY EASEMENT

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

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

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

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

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

Witness our hand and seals, this 21 day of June, 2019.

MOY TOY, LLC

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

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

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

STATE OF Florida
COUNTY OF St. Lucie

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

WITNESS my hand and Notarial Seal at office this 21 day of June, 2019.

Notary Public: Judith A. Sullivan

My commission expires

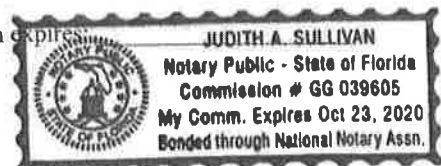


EXHIBIT A

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).

EXHIBIT P

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 24th day of June, 2019.

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

By: Robert E. Moore, Jr.

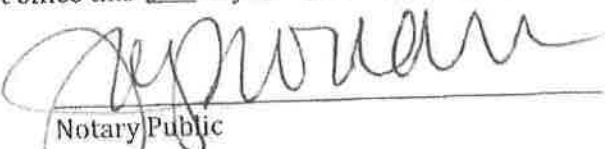
Printed Name: Robert E. Moore, Jr.

Title: President

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Robert E. Moore, Jr. in his/her official capacity as President 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 24th day of June, 2019.


Notary Public

My commission expires: 1/6/2020

The Name and Address of the
new Easement Owner is:

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



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

EXHIBIT Q

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 1st day of July, 2019.

CRAB ORCHARD UTILITY DISTRICT

By: [Signature]
Print Name: James P. Smith, Jr
Title: President

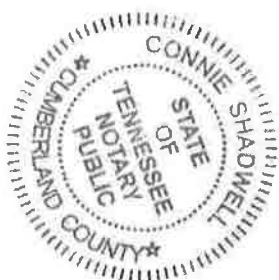
STATE OF TENNESSEE)
COUNTY OF Cumb.)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared James P. Smith, Jr 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 President of Crab Orchard Utility District, the within-named bargainor, and that he/she as such President, 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 President.

Witness my hand and seal, at office in Crossville, TN, this 1st day of July, 2019.

Connie Shadwell
Notary Public

My commission expires: 3/3/2021



(continuation of signatures to Termination of Easement Agreement)

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

By: Robert E. Moore, Jr.

Print Name: Robert E. Moore, Jr.

Title: President

STATE OF TENNESSEE

COUNTY OF Davidson

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Robert E. Moore, Jr., in his/her official capacity as President 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 24th day of June, 2019.

[Signature]
Notary Public

My commission expires: 1/6/2020



EXHIBIT R

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 24th day of June, 2019.

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

By: 


Printed Name: Robert E. Moore, Jr.

Title: President

STATE OF TENNESSEE
COUNTY OF Davidson

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Razette Moore, Jr. in his/her official capacity as President 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 24th day of June, 2019.


Notary Public

My commission expires: 1/6/2020

The Name and Address of the
new Easement Owner is:

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



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

EXHIBIT S

AGREEMENT TO TERMINATE IRREVOCABLE LICENSE
AGREEMENT FOR EXISTING UTILITY PURPOSES

THIS AGREEMENT is entered into this the 26TH day of JUNE, 2019, ("the Effective Date") by and between MOY TOY, LLC, Tennessee limited liability company, ("Moy Toy"), LAUREL HILLS CONDOMINIUMS PROPERTY OWNERS ASSOCIATION, a Tennessee nonprofit corporation, ("Laurel Hills") and LAUREL HILLS WATER SYSTEM, IN RECEIVERSHIP, by and through its court-appointed receiver, Receivership Management, Inc. ("RMI") (a Tennessee corporation) (reference to Laurel Hills Water System, In Receivership herein will be "LHWS").

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

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

WHEREAS, the parties now desire, pursuant to Paragraph E.10. of the Settlement Agreement and Mutual Release entered by the parties on 6/24/2019, 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: [Signature]
Printed Name: Michael M. McClung
Title: PRESIDENT

STATE OF Tennessee
COUNTY OF Sevier

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Michael M. McClung, in his official capacity as PRESIDENT 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 26th day of JUNE, 2019.

Notary Public: [Signature]
My commission expires: 9-21-21



MOY TOY, LLC

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

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

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

STATE OF Florida
COUNTY OF St. Lucie

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

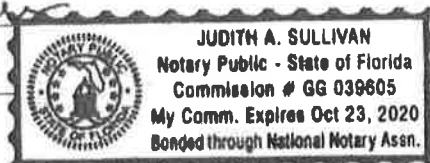
(or proved on the basis of satisfactory evidence to be the person) and who, upon oath, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal at office this 21 day of June, 2019.

Notary Public:

Judith A. Sullivan

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: _____

(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: Robert E. Moore, Jr.
Printed Name: Robert E. Moore, Jr.
Title: President

STATE OF Tennessee
COUNTY OF Davidson

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Robert E. Moore, Jr., in his official capacity as President 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 24th day of June, 2019.

Notary Public: [Signature]

My commission expires: 4/6/2020



EXHIBIT T

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

THIS AGREEMENT is entered into this the 26th day of JUNE, 2019, ("the Effective Date") by and between MOY TOY, LLC, Tennessee limited liability company, ("Moy Toy") and LAUREL HILLS CONDOMINIUMS PROPERTY OWNERS ASSOCIATION, a Tennessee nonprofit corporation, ("Laurel Hills").

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

WHEREAS, the parties now desire, pursuant to Paragraph E.10. of the Settlement Agreement and Mutual Release entered by the parties on 6/24/2019, 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: MICHAEL M. MCCLUNG

Title: PRESIDENT

STATE OF TENNESSEE

COUNTY OF SEVIER

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

President 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 26th day of JUNE, 2019.

Notary Public: _____

My commission expires: 9-21-21



MOY TOY, LLC

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

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

By: _____

Phillip G. Guettler, Managing Member

STATE OF Florida
COUNTY OF St. Lucie

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

WITNESS my hand and Notarial Seal at office this 21 day of June, 2019.

Notary Public: _____

My commission expires: 7-21-21

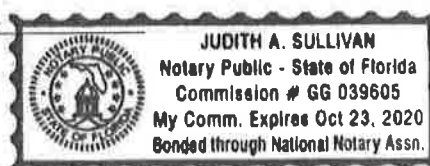


EXHIBIT U

Aaron Conklin

From: Everett Bolin <ebolin.coud@frontiernet.net>
Sent: Thursday, July 25, 2019 7:00 AM
To: Aaron Conklin
Subject: [EXTERNAL] Payment

*** This is an EXTERNAL email. Please exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email - STS-Security. ***

Aaron,
I did receive the payment overnight.

Thanks
Everett

EXHIBIT V

COPY

Original mailed
to the clerk.

IN THE CIRCUIT COURT FOR CUMBERLAND COUNTY, TENNESSEE

LAUREL HILLS WATER SYSTEM,)
in Receivership, by and through its)
Court-Appointed Receiver,)
RECEIVERSHIP MANAGEMENT,)
INC.,)

Petitioner,)

v.)

MOY TOY, LLC, a Tennessee)
limited liability company, and)
TERRA MOUNTAIN HOLDINGS,)
LLC, a Georgia limited liability)
company,)

Respondents.)

Docket No. CCI-2016-CV-6201

Jury Demanded

AGREED ORDER OF DISMISSAL

As evidenced by the signatures of counsel below, the following is agreed to:

1. On November 18, 2016, Laurel Hills Water System, in Receivership, by and through its Court-appointed Receiver, filed the instant action. On April 3, 2017, Respondent Moy Toy, LLC and Respondent Terra Mountain Holdings, LLC filed separate Motions to Dismiss Petition for Condemnation or for More Definite Statement. Both motions are still pending before the Court.

2. On December 30, 2018, Respondent Terra Mountain Holdings, LLC transferred, by Limited Warranty Deed, the property interests it held that are at issue in this action (amongst other property interests) to Michael C. Buford (said Limited Warranty Deed having been recorded un the Cumberland County Register of Deeds on January 11, 2019 – Book 1541, Page 2189) and thus Terra Mountain Holdings, LLC is to be dismissed because it is no longer a party-in-interest in relation to this action.

3. The other parties to this action, Laurel Hills Water System, in Receivership, and Moy Toy, LLC, amongst other persons/entities, have entered into a Settlement Agreement and Mutual Release which addresses matters relating to the Laurel Hills Water System, in Receivership (amongst other matters). Said Settlement Agreement and Mutual Release was approved through order entered on June 19, 2019, by the Chancery Court of Cumberland County, Tennessee in the case *Tennessee Public Utility Commission v. Laurel Hills Condominium Property Owners Association* (#2012-CH-560 – Thurman) – that being the action in which Chancellor Thurman appointed, on October 26, 2015, Receivership Management, Inc. as Receiver of the Laurel Hills Water System. The Settlement Agreement and Mutual Release calls for, upon fulfillment of all Conditions Precedent set forth in that Settlement Agreement, the presentation to this Court of an Agreed Order dismissing this action upon the terms and conditions set forth in that Settlement Agreement.

4. It has been represented to the parties to this action that the Conditions Precedent as set forth in this above-referenced Settlement Agreement and Mutual Release have been fulfilled.


5. Accordingly, and as evidenced by signatures of counsel below, it is agreed as follows:

- a. Respondent Terra Mountain Holdings, LLC is dismissed from this action on the basis that it no longer holds any interest at issue in this action.
- b. Petitioner Laurel Hills Water System, in Receivership, by and through its Court-appointed Receiver, Receivership Management, Inc., and Respondent Moy Toy, LLC have reached settlement, in the above-referenced Settlement Agreement and Mutual Release, as to all matters that were brought or could have been brought in this action;

- c. The Parties hereto agree that the Court not allow, award or tax as costs or otherwise any of the party's attorney's fees, disbursements or expenses, statutory or otherwise (*see e.g.* TCA § 29-17-106);
- d. The Parties hereto shall each be responsible for their respective discretionary costs and attorney's fees incurred in this action;
- e. Court costs of record are to be taxed as against Laurel Hills Water System, in Receivership, for which execution may issue;
- f. The dismissal ordered herein is without prejudice unless and/or until an order is entered and becomes final and non-appealable as to Respondent Moy Toy, LLC in the above-referenced Cumberland County Chancery Court action (#2102-CH-560 – Thurman) which resolved all petitions, complaints, and motions pending in that Cumberland County Chancery Court action, including (a) the full discharge of Receivership Management, Inc. as Receiver of Laurel Hills Water System, in Receivership, (b) the closing of the Laurel Hills Water System Receivership, and (c) payment of all outstanding fees and expenses incurred by and on behalf of Laurel Hills Water System Receiver. The dismissal ordered herein as to Moy Toy, LLC is to automatically become with prejudice upon the Order referenced in the Cumberland County Chancery Court action (#2012-CH-560 – Thurman) becoming final and non-appealable;
- g. As is evident by the recorded deed referenced in ¶ 2 above, Respondent Terra Mountain Holdings, LLC has transferred all property interests at

issue in this action, and thus, the dismissal of Respondent Terra Mountain Holdings, LLC is with prejudice.


IT IS SO ORDERED this the 14th day of June, 2019.


Hon. J. Young
Circuit Court Judge

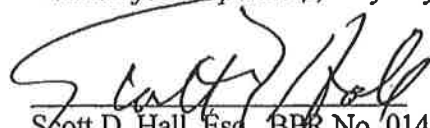
Submitted and Approved for Entry:


J. Graham Matherne, Esq. BPR No. 011294
WYATT, TARRANT & COMBS, LLP
333 Commerce Street, Suite 1400
Nashville, Tennessee 37201
Telephone: 615.244.0020
Facsimile: 615.256.1726
gmatherne@wyattfirm.com

Counsel for Petitioner Laurel Hills Water System, in Receivership by and through its Court-Appointed Receiver, Receivership Management, Inc.


Scott D. Hall, Esq. BPR No. 014874
374 Forks of the River Parkway
Sevierville, TN 37862
Scott@ScottHallEsq.com

Counsel for Respondent, Moy Toy, LLC


Scott D. Hall, Esq. BPR No. 014874
374 Forks of the River Parkway
Sevierville, TN 37862
Scott@ScottHallEsq.com

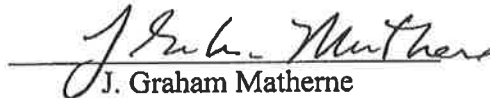
Counsel for Respondent, Terra Mountain Holdings, LLC

CERTIFICATE OF SERVICE

I hereby certify that on the 19th day of June, 2019, a true and correct copy of the foregoing has been served via electronic mail to the following:

Scott D. Hall, Esq. BPR No. 014874
Scott D. Hall, Attorney At Law
374 Forks of the River Parkway
Sevierville, TN 37862
Scott@ScottHallEsq.com

*Counsel for Respondent, Terra Mountain Holdings, LLC
and Respondent, Moy Toy, LLC*


J. Graham Matherne

61812755.1