

**BEFORE THE TENNESSEE REGULATORY AUTHORITY AT
NASHVILLE, TENNESSEE**

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IN RE:

**PETITION TO SHOW CAUSE WHY A CEASE AND
DESIST ORDER AND CIVIL PENALTIES &
SANCTIONS SHOULD NOT BE IMPOSED
AGAINST LAUREL HILLS CONDOMINIUM
PROPERTY OWNERS ASSOCIATION**

T.R.A. DOCKET ROOM
DOCKET NO. 12-00077

REQUEST FOR CLOSURE

Comes now the Tennessee Regulatory Authority (“TRA” or “Authority”) Compliance Division (“Compliance”) by and through counsel and requests that the panel assigned to hear this case dismiss it for good cause. Laurel Hills Condominium Property Owners Association (“Laurel Hills”) has provided the following in accordance with the terms of the Settlement Agreement approved by the Authority on September 25, 2015:

1. An irrevocable license to the pipes and ground that pipes sit in (Exhibit 1);
2. A quitclaim deed for the water tower and land that the water tower sits on (Exhibit 2);
and
3. Payment of the balance owed to Crab Orchard Utility District at the date of the appointment of the receiver (Exhibit 3).

The Compliance Division had previously informed Laurel Hills that if they complied with the Settlement Agreement then it would request closure of this proceeding. Although it would have been preferable for all parties to have complied with the Settlement Agreement initially it is reasonable to close the Show Cause against Laurel Hills at this time in order to avoid additional costs.

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

Respectfully submitted,



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

CERTIFICATE OF SERVICE

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

Ben Gastel, Esq.
Branstetter, Stranch, & Jennings
227 Second Avenue North
Fourth Floor
Nashville, Tennessee 37201

This the 29th day of February 2016.



Shiva K. Bozarth

IRREVOCABLE LICENSE AGREEMENT
FOR EXISTING UTILITY PURPOSES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

respective successors and assigns.

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

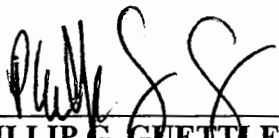
10. **Choice of Law.** This license shall be governed by the laws of the State of Tennessee.

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

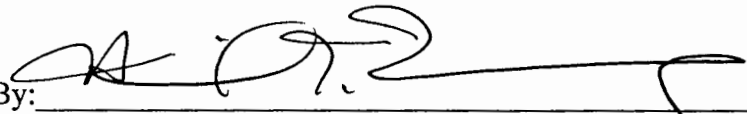
IN WITNESS WHEREOF, the parties hereto have executed this Non-Exclusive Revocable License Agreement as of the day and year first above written.

SIGNATURES ON FOLLOWING PAGE

MOY TOY, LLC, a Tennessee limited liability company,

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

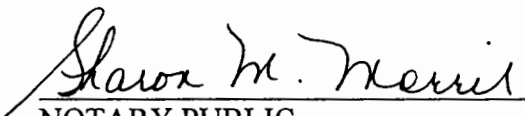
LAUREL HILLS CONDOMINIUM PROPERTY OWNERS' ASSOCIATION

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

STATE OF FLORIDA
COUNTY OF ST. LUCIE

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

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


NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES:



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

STATE OF TENNESSEE
COUNTY OF Cumberland

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

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



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

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

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

Map 141, Parcel 056.01

QUITCLAIM DEED

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

WITNESSETH:

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

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

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

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

Restrictions

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

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

1
tower in its current condition for utility operations until it is reconditioned and connected to the water system), or ceases to be used as part of the Renegade Mountain Water System, title to the Property shall automatically revert to Grantor or its designated successor or assign.

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

3. No building or structure unrelated to utility purposes or required for the support and maintenance of the water tower located on the Property or its replacement shall be permitted.

4. No chain link or barbed wire fencing shall be permitted on the Property.

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

Reservation of Rights and Easements

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

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

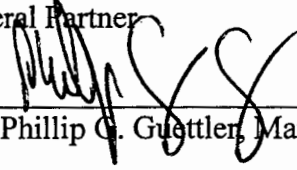
Whenever in this instrument a pronoun is used it shall be construed to represent either singular or plural, as the case may demand.

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

Moy Toy, LLC, a Tennessee limited liability company,

By: Renegade Florida, Limited, Managing Member

By: Renegade Florida Management, LLC,
General Partner

By: 
Phillip G. Guettler, Managing Member

STATE OF FLORIDA

COUNTY OF ST. LUCIE

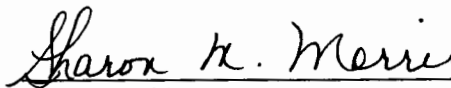
Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, PHILLIP G. GUETTLER, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is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

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

My Commission Expires:



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


Notary Public

I hereby swear or affirm that the actual consideration of this transfer is
\$ _____. Affiant _____.

Subscribed and sworn to before me this ____ day of _____, 2016.

Notary Public

My Commission Expires:

PS

EXHIBIT "A"

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

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

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

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

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

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

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

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

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



Crab Orchard Utility District

2089 E. First Street
Crossville, TN 38555
Office: 931-484-6987
Fax: 931-484-2970

February 12, 2016

Mr. Mike McClung,

At the Board of Commissioners meeting on February 9, 2016, the Board voted to accept payment of 50% of the outstanding balance for the account formerly serving the Laurel Hills Water system to settle the account. Our records indicate an outstanding balance of \$8,373.25 when the receiver assumed responsibility for the system. Therefore the agreed amount to settle the account is \$4,186.63.

Mr. McClung has paid the above amount to Crab Orchard Utility District, the account will be close and there will be no further effort to collect the remainder.


Everett L. Bolin, Jr.
General Manager

Payment Receipt

Manual Credit Card Payment

You made a Manual Credit Card Payment on 02/17/2016 at 10:37 AM for \$4,186.63.

Payment on Card ***7352**

Payment Amount: \$4,186.63

Confirmation Number: 24617842

Paid on Wednesday, 02/17/2016 at 10:37 AM.

"Crab Orchard Utility District is an equal opportunity provider and employer."

Quality
On Tap!

Since 1967