

STATE OF TENNESSEE

Office of the Attorney General



HERBERT H. SLATERY III
ATTORNEY GENERAL AND REPORTER

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March 9, 2016

Hon. Herbert H. Hilliard, Chairman
Tennessee Regulatory Authority
502 Deaderick Street, 4th Floor
Nashville, TN 37243

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, Docket No. 12-00077.

Dear Chairman Hilliard:

The Consumer Protection and Advocate Division ("Consumer Advocate") is writing this letter in order to provide written public comments on the Compliance Division's *Request for Closure* of the *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, Docket No. 12-00077*. The Consumer Advocate was not allowed to intervene in Docket No. 12-00077, but we wish to voice our comments because the *Request for Closure* seeks to close the docket in which the TRA Party Staff entered into a *Settlement Agreement and Release* ("*Settlement Agreement*") with Laurel Hills Property Owners Association ("Laurel Hills"), even though it appears the terms of the *Settlement Agreement* are not fully met. In the *Request for Closure*, the TRA Party Staff claims that Laurel Hills has fully complied with the *Settlement Agreement* so closure is in order. However, the Consumer Advocate believes there are questions that should be answered before the docket is closed.

In particular, the Consumer Advocate has two questions about whether the parties have fully complied with the *Settlement Agreement*:

1. Does the Receiver or the County have the right to place an E911 antenna on the water tower as provided in the *Settlement Agreement*? As explained below, it appears the Receiver and County are prohibited from this important use of the water tower.
2. Has the water tower, as distinguished from the land on which the water tower sits, been transferred as provided in the *Settlement Agreement*? As explained below, it is unclear that the water tower itself was part of the "Property" transferred to the Receiver by quitclaim deed.

I. HAS THE COUNTY RECEIVED RIGHTS TO AN E911 ANTENNA AS REQUIRED BY THE SETTLEMENT AGREEMENT?

The *Settlement Agreement* provides that the Receiver will receive the rights to put an E911 antenna on the water tower. However, the deed attached to the *Request for Closure* prohibits the Receiver or any public entity, such as Cumberland County, to put an E911 antenna on the water tower.

As you recall, a member of the Legislature, Representative Cameron Sexton, specifically requested the County have the right to use the water tower for an E911 antenna (the letter from Representative Sexton is attached as **Exhibit A**), and the *Settlement Agreement* was amended to provide that right:

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

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

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

First Addendum to Settlement Agreement and Release, Order Approving Petition to Adopt Settlement Agreement and Release, as Amended by the First Addendum, TRA Docket No. 12-00077.

However, contrary to the terms of the *Settlement Agreement*, it is the grantor in the quitclaim deed, Moy Toy, LLC, who maintains the right to place an antenna on the water tower:

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.

Moreover, the deed limits the Receiver to using the Property “for water utility purposes only,” which does not include the use of an antenna for emergency communications. Clearly this does not address the request of Representative Sexton.

Accordingly, before Docket No. 12-00077 is closed, the Consumer Advocate requests an explanation as to why the *Settlement Agreement*’s requirement regarding rights for an E911 antenna has not been met.

II. HAS THE WATER TOWER AS WELL AS THE LAND ON WHICH THE WATER TOWER SITS BEEN TRANSFERRED?


The *Request for Closure* states that Laurel Hills has provided “[a] quitclaim deed for the water tower and land that the water tower sits on (Exhibit 1).” However, the quitclaim deed contains no specific reference to the water tower itself or any other structure being transferred.

It may, of course, be that the quitclaim deed as worded is sufficient to transfer the water tower as well as the land on which it sits. However, the Consumer Advocate would point out that a prior warranty deed involving the transfer of the water tower land, the *Deed of Trust, Assignment of Leases and Rents and Security Agreement*, specifically referred to the land on which the water tower sits “together with all buildings, structures and improvements now or hereafter located thereon” (copy attached as **Exhibit B**).

Accordingly, before Docket No. 12-00077 is closed, the Consumer Advocate requests that the Receiver inform the TRA in writing that he is satisfied that he has received the transfer of the water tower as well as the land on which the tower sits.

The Consumer Advocate will be available at the hearing on March 14, 2016, to answer any questions the Directors may have.

Thank you for your attention to this matter.

Best regards,

Vance Broemel
Senior Counsel

Attachments

CC: Shiva Bozarth, Esq.
Rob Moore, Esq.

EXHIBIT A

Cameron Sexton
State Representative
25th Legislative District
rep.cameron.sexton@capitol.tn.gov

Legislative Office
114 War Memorial Building
Nashville, TN 37243
(615) 741-2343
(615) 253-0230

House of Representatives State of Tennessee

NASHVILLE

August 11, 2015

Member of Committees:

Health – Chairman

Health Subcommittee

Local Government

Calendar and Rules

The Honorable Herbert Hilliard
Chairman, Tennessee Regulatory Authority
4th Floor, Andrew Jackson Building
Nashville, TN 37243

Dear Chairman Hilliard,

I am writing on behalf of concerned citizens in Cumberland County regarding Docket No. 12-00077 and the petition to adopt the proposed settlement agreement which is scheduled for consideration on the August 17, 2015 agenda.

I recognize that this is a complicated matter that has been going on for a number of years now, but my constituents, local government, and I are particularly concerned about provision(s) in the proposed settlement agreement that would effectively preclude the use of the water tower for any service that did not involve water utility purposes.

At one time, the water tower at issue was utilized by the county to provide emergency services through an antenna that was located at or near the top of the tower. It is one of the highest points in the county which makes it an ideal location for making sure our emergency communications operate efficiently and effectively. If this provision is approved as part of the settlement agreement, the county would not be able to utilize what is possibly the highest and best option for optimal emergency communications.

Public safety is critically important to the lives and well-being of Cumberland County residents and our neighbors and I encourage the panel for which this matter is before, to explore every possible means to ensure Cumberland County has the opportunity to place an emergency antenna upon the water tower in the near future.

I do appreciate your time and consideration of my constituents' concerns.

Sincerely,

Representative Cameron Sexton

EXHIBIT B

MAXIMUM PRINCIPAL INDEBTEDNESS
FOR TENNESSEE RECORDING TAX
PURPOSES IS \$400,000.00.

THIS INSTRUMENT PREPARED BY:
Joseph H. Huie, Attorney
CROLEY, DAVIDSON & HUIE, PLLC
800 S. Gay Street, Suite 1700
Knoxville, TN 37929
File No. 130382

DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT

— This instrument secures, among other things, an obligation or obligations incurred for the construction of an improvement on the hereinafter described Land and including the acquisition cost of the Land, and to that extent this instrument constitutes a "construction mortgage", as that term is used in Tenn. Code Ann. § 47-9-334.

— This instrument secures obligatory advances for commercial purposes, as more particularly hereinafter described.

*Att.
Tn. Valley
Title
Ins.
Co.*

FOR IN AND CONSIDERATION OF the sum of Ten and No/100ths Dollars (\$10.00) cash in hand paid and the other consideration hereinafter described, including the debt and trust hereinafter provided, LAUREL HILLS CONDOMINIUMS PROPERTY OWNERS ASSOCIATION, a Tennessee nonprofit corporation (collectively, if more than one, the "Grantor") hereby bargains, sells, transfers, sets over and conveys to JOSEPH H. HUIE of Knox County, Tennessee, and his successors, successors-in-title and assigns as Trustee (the "Trustee"; said term always referring to the Trustee and the successors in trust to the Trustee), all of Grantor's right, title and interest in and to the real property situated in Cumberland County, Tennessee, more particularly described on Exhibit A attached hereto, together with all buildings, structures and improvements now or hereafter located thereon, all equipment, machinery, fixtures, furnishings, goods and personal property of every nature and description now or hereafter located therein or thereon or used in connection therewith, all easements, rights-of-way and other rights appurtenant thereto or used in connection therewith, all rents, issues, profits, revenues, income, accounts, accounts receivable and contract rights therefrom, all other tenements, hereditaments and appurtenances thereon and all other property interests of Grantor therein (collectively the "Property").

TO HAVE AND TO HOLD the Property, with the appurtenances, hereditaments, estate, title and interest thereto belonging, to Trustee forever.

The Property is conveyed subject to the title exceptions, if any, set forth on Exhibit B attached hereto (collectively, if more than one, the "Permitted Exceptions").



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BK/PG: 1404/259-267

13002597

PPGS: AL - TRUST DEED

REGINA BATCH: 68019

03/05/2013 - 10:51:38 AM

VALUE	400000.00
MORTGAGE TAX	457.70
TRANSFER TAX	0.00
RECORDING FEE	45.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	505.70

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

Grantor covenants that Grantor is lawfully seized and possessed of the Property, has good right to convey it, and that it is unencumbered except for the Permitted Exceptions. Grantor further binds itself and its heirs, representatives and successors to warrant and forever defend the title to the Property to Trustee against the lawful claims of all persons whomsoever, other than claims arising out of the Permitted Exceptions.

Grantor is indebted to MOY TOY, LLC, a Tennessee limited liability company (herein referred to, together with his heirs, successors and assigns, as "Beneficiary"), in the principal amount of FOUR HUNDRED THOUSAND AND NO/100 (\$400,000.00) DOLLARS, which indebtedness is evidenced by one promissory note dated June 13, 2011, payable to the order of Beneficiary (together with any extensions, modifications, renewals and/or replacements thereof, herein referred to collectively as the "Note") in accordance with the terms set forth therein with the final payment being due on May 13, 2023. This conveyance is made in order to secure the payment of (1) the indebtedness evidenced by the Note, principal and all interest thereon, together with any and all extensions, modifications and/or renewals thereof, (2) all sums advanced by Beneficiary to Grantor or expended by Beneficiary for Grantor's account or benefit pursuant to the terms of this deed of trust, with interest thereon as provided herein, and the faithful performance of all terms and conditions contained herein, (3) all costs and expenses, including without limitation reasonable attorney's fees, incurred in collecting the indebtedness secured hereby or in enforcing this deed of trust, and (4) any and all other indebtedness(es) of Grantor to Beneficiary, direct or contingent, however evidenced or denominated, and however or whenever incurred, including without limitation indebtedness(es) incurred pursuant to any previous, present or future commitment of Beneficiary to Grantor, except that the indebtedness secured by this clause (4) shall not include any debt subject to the disclosure requirements of the federal Truth-in-Lending Act if, at the time such debt is created, any legally required disclosure of this security interest as it relates to such debt has not been made.

Grantor agrees to pay all real estate taxes and assessments on the Property promptly as they become due; to keep the improvements on the Property insured for the benefit of Grantor and Beneficiary against damage or loss by fire or other casualty (including hazards presently included in so-called "all-risk" coverage) with a company, in an amount, pursuant to a form of policy and containing a loss payable clause acceptable to Beneficiary and naming Beneficiary as an additional insured; to keep the improvements on the Property in good repair and to permit no waste; to permit Beneficiary to inspect the Property at reasonable times and upon reasonable notice; to permit no default under any senior deed of trust, mortgage or other encumbrance; and not to encumber, pledge, convey, transfer or assign any or all of its interest in the Property without the prior written consent of Beneficiary.

Upon the occurrence of any insurable casualty, Beneficiary shall have the right to adjust, compromise and settle the insurance claim as it sees fit without the necessity for the joinder or approval of Grantor, and Beneficiary in its discretion may apply the net insurance proceeds either to the satisfaction of the indebtedness secured hereby, in such order of priority as Beneficiary shall determine, or to the repair or restoration of the Property pursuant to a disbursement procedure satisfactory to Beneficiary.

Upon any condemnation or other taking of the Property or any part thereof by any authority pursuant to the power of eminent domain, Beneficiary shall be entitled to receive the entire amount awarded or paid for such taking, up to the full amount of the indebtedness secured hereby, which amount awarded or paid is hereby assigned to Beneficiary. Beneficiary's right to receive the amount awarded or paid upon any taking shall not be affected, restricted or in any way impaired by the amount or value of any remaining portions of the Property that may continue to be subject to this deed of trust.

Grantor has no knowledge of (a) the presence of any Hazardous Materials (as hereinafter defined) on the Property; (b) any spill, release, discharge or disposal of Hazardous Materials that has occurred or is presently occurring on, onto or adjacent to the Property; or (c) any spill, release, discharge or disposal of Hazardous Materials that has occurred or is occurring off the Property as a result of any construction on or operation and/or use of the Property. Further, Grantor has no knowledge of any failure of the Property or its intended use to comply with all applicable local, state and federal environmental laws, regulations, rules, guidelines, ordinances and administrative and judicial orders and rulings relating to the generation, recycling, use, reuse, sale, storage, handling, transport, treatment and disposal of any Hazardous Materials, including but not limited to the Tennessee Hazardous Waste Management Act, as amended, T.C.A. §§68-46-101 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§9601, et seq., the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §§1801, et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§6901, et seq., the Clean Air Act, as amended, 42 U.S.C. §§7401 et seq., the Clean Water Act of 1977, as amended, 33 U.S.C. §§1251 et seq., and the publications, rules and regulations adopted and/or promulgated pursuant to said laws (collectively the "Applicable Law"). Grantor hereby agrees to indemnify and hold Trustee, Beneficiary and Beneficiary's officers, directors, agents, employees, affiliates and representatives harmless from and against any and all claims, demands, damages, losses, liens, liabilities, penalties, fines, lawsuits, investigations, regulatory proceedings and other proceedings, and all costs and expenses (including but not limited to attorney's fees), incurred in connection therewith, arising directly or indirectly from or out of, or in any way connected with (a) the presence of any Hazardous Materials on the Property or on any other real property now or hereafter securing payment of the indebtedness evidenced by the Note; (b) any violation or alleged violation of Applicable Law, whether attributable to events occurring before or after Grantor's acquisition of the Property; or (c) any inaccuracy of the certifications, representations and warranties contained herein. As used herein, "Hazardous Materials" means gasoline, motor oil, fuel oil, waste oil, other petroleum or petroleum-based products, asbestos, polychlorinated biphenyls ("PCBs") and any chemical, material or substance to which exposure is prohibited, limited or regulated by any federal, state, county, local or regional authority or which, even if not so regulated, is known to pose a hazard to health and safety, including but not limited to substances and materials defined or designated as "hazardous substances", "hazardous materials" or "toxic substances" under Applicable Law.

If Grantor fails to comply with any agreement or covenant contained herein, Beneficiary shall have the right, but not the obligation, to comply or cause compliance therewith. Grantor shall reimburse Beneficiary on demand for the costs and expenses, including without limitation reasonable attorney's fees, that Beneficiary incurs in so doing, together with interest thereon at the default rate of interest, if any, provided in the Note; if none, then at the maximum contract rate of interest from time to time permitted by applicable law (in no event to exceed 24% per annum). Until repaid, all sums so advanced shall be part of the indebtedness secured hereby.

In the event that Beneficiary or Trustee voluntarily or otherwise shall become a party to any suit or legal proceeding to protect the Property or the lien and security title of this deed of trust, or involving the title to or Beneficiary's or Trustee's interest in the Property, Grantor shall indemnify and save harmless Trustee and/or Beneficiary from any and all liability and shall reimburse them for any amounts paid or incurred, including but not limited to all reasonable costs, charges and attorneys' fees, in any such suit or proceeding, together with interest thereon as hereinabove provided, and the same shall be secured by this deed of trust and its payment enforced as if it were part of the original indebtedness secured hereby.

As additional collateral for the indebtedness secured hereby, Grantor hereby assigns to Beneficiary all of Grantor's right, title and interest in any and all leases, tenant contracts, rental agreements and similar agreements now or hereafter affecting the Property or any part thereof, together with any and all corresponding rents, issues, profits, revenues, income, accounts, accounts receivable and contract rights (individually a "Lease" and collectively the "Leases"). Without first obtaining Beneficiary's prior written consent, Grantor shall not cancel or modify any such Lease, or accept or permit to be made any prepayment of any rent or fees thereunder, and shall faithfully keep and perform all covenants, conditions and agreements contained in each of said Leases on the part of Grantor and shall at all times do all things necessary to compel performance by each other party to said Leases of all obligations, covenants and agreements by such other party to be performed thereunder. Upon the occurrence of any default hereunder or under any other instrument or document now or hereafter further evidencing, securing or otherwise related to the indebtedness secured hereby, Beneficiary may (1) perform any and all obligations of Grantor under any or all of the Leases and exercise any and all rights of Grantor thereunder, (2) in Grantor's or Beneficiary's name, institute any legal or equitable action that Beneficiary in its sole discretion deems desirable to collect and receive any and all of the rents, issues, profits, revenues and income assigned herein, and (3) collect the rents, issues, profits, revenues and income and any other sums due under the Leases and apply the same, in such order of priority as Beneficiary shall determine in its sole discretion, to all costs and expenses including reasonable attorney's fees incurred in connection with the operation of the Property, all costs and expenses including reasonable attorney's fees incurred in the collection of the indebtedness secured hereby, and any and all unpaid principal of and interest on the indebtedness secured hereby.

With respect to that portion of the Property that is or may be determined to be personal property or fixtures under the Uniform Commercial Code as in effect in the state in which the Property is located (collectively the "UCC Property"), this instrument shall constitute a security agreement as that term is used in said Uniform Commercial Code. Grantor hereby grants to Beneficiary security interest in the UCC Property and any and all proceeds thereof, and agrees that all covenants and obligations of Grantor herein shall apply to the UCC Property. Grantor hereby authorizes Beneficiary to prepare and file for record a financing statement and this deed of trust shall serve as a "fixture filing" as provided in said Uniform Commercial Code. Upon the occurrence of a default hereunder, Beneficiary shall have all the rights and remedies of a secured party under said Uniform Commercial Code, which shall be cumulative with all other rights and remedies of Beneficiary hereunder. Notwithstanding the foregoing, Grantor agrees that the UCC Property shall be deemed a part of the real estate conveyed by this deed of trust for all purposes hereof to the extent permitted by applicable law.

If the indebtedness evidenced by the Note or any extension, modification or renewal thereof is not paid when due, or if there is a breach of any covenant, condition or agreement contained herein or in any other instrument or document now or hereafter further evidencing, securing or otherwise related to the indebtedness secured hereby, or if any other default or event of default shall occur under any other instrument or document now or hereafter further evidencing, securing or otherwise related to the indebtedness secured hereby, or if any proceedings under any bankruptcy, receivership or other insolvency laws are instituted by or against Grantor or any of its property (and in the case of an involuntary proceeding, the same is not dismissed within 30 days of the institution thereof), Trustee may, after giving twenty (20) days' notice of the time, terms and place of sale by three (3) weekly publications in some newspaper published in the county in which the Property is wholly or partially situated, sell the Property at public auction to the highest bidder for cash, for credit on the indebtedness secured, or upon such other terms as Trustee elects, free from equity of redemption, statutory right of redemption, homestead, dower, elective or distributive share and all other exemptions of every kind, which Grantor hereby expressly waive, and execute a deed to the purchaser, whom Grantor will put in immediate possession of the Property. Beneficiary may bid and become the purchaser at any such sale.

In the event of any sale under this deed of trust by virtue of the exercise of the power herein granted, or pursuant to any order in any judicial proceeding or otherwise, the Property may be sold as an entirety or in separate parcels and in such manner or order as Beneficiary in its sole discretion may elect, and one or more exercises of the power herein granted shall not extinguish or exhaust such power until the entire Property is sold or the indebtedness secured hereby is paid in full.

Any sale hereunder may be postponed by Trustee and reset at a later date without additional publication; provided that an announcement to that effect be made at the scheduled place of sale at the time and on the date the sale is set, either originally or by prior announcement of postponement.

In the event of any sale hereunder, Grantor and all persons holding thereunder shall be and become tenants at will of the purchaser, said tenancy to be terminable at the option of the purchaser immediately upon notice from the purchaser.

In the event of such sale, the proceeds shall be applied as follows:

First, to the costs and expenses of executing this trust, including a reasonable commission to Trustee for making the sale, a reasonable attorney's fee for the services of Trustee's attorney, and all costs and attorney's fees incurred in obtaining possession of the Property or enforcing Beneficiary's rights hereunder;

Second, to the payment of the rest of the indebtedness secured hereby, including without limitation the principal of and interest on the indebtedness evidenced by the Note;

Third, the balance, if any, to Grantor or to any other person lawfully thereunto entitled.

No delay or forbearance by Beneficiary in exercising any or all of its rights and/or remedies hereunder or otherwise afforded by law shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder or in the event of any subsequent default hereunder, and all such rights shall be cumulative.

In the event that this deed of trust shall now or at any time after the date hereof be subordinate to any other encumbrance on the Property, Grantor hereby agrees that the lien and security title of this conveyance shall extend to the entire interest of Grantor in the Property conveyed hereby, and shall extend to the interest of Grantor in the proceeds from any sale of said Property, whether by foreclosure of any such prior encumbrance or otherwise, to the extent any such proceeds exceed the amount necessary to satisfy such prior encumbrance(s). Any trustee or other person conducting any such sale or foreclosure is hereby directed to pay such excess proceeds to Beneficiary to the extent necessary to pay the indebtedness secured hereby in full, notwithstanding any provision of the contrary contained in any prior encumbrance.

If Trustee should decline or refuse, or for any reason be unable, to execute this trust when required to do so, or if, at the option of Beneficiary, Beneficiary wishes to replace Trustee, Beneficiary may nominate a successor having all of the rights and powers herein granted to Trustee by executing an appropriate instrument and, at Beneficiary's option, recording same in the aforesaid Register's Office.

In the event that more than one Trustee is named herein, any one of such Trustees, acting alone, shall have full power to act when action hereunder shall be required, and to execute any conveyance of the Property or any part thereof. In the event that more than one Trustee is named herein and the substitution of a Trustee shall become necessary for any reason, the substitution of one Trustee in the place of those or any of those named herein shall be sufficient. No Trustee shall be required to make oath or give bond in connection with this deed of trust.

All rights and obligations hereunder shall inure to the benefit of, and be binding upon, the heirs, representatives, successors and assigns of Grantor, Trustee and Beneficiary.

The use of the singular number herein shall include the plural, and vice versa, and the masculine, feminine or neuter gender shall include all other genders.

IN WITNESS WHEREOF, Grantor has executed this deed of trust, or has caused this deed of trust to be executed, on the 1st day of March, 2013.

Laurel Hills Condominiums Property Owners
Association

By: 
Michael McClung, President

STATE OF TENNESSEE

COUNTY OF KNOX

PERSONALLY appeared before me, the undersigned authority, a Notary Public in and for said County and State, MICHAEL McCLUNG, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the President of LAUREL HILLS CONDOMINIUMS PROPERTY OWNERS ASSOCIATION, the within named bargainor, a Tennessee nonprofit corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

WITNESS my hand and official seal at office this 1ST day of MARCH, 2013.

Catherine B. Wilson
Notary Public

My Commission Expires: 7/7/15



THE PREPARER OF THIS DOCUMENT MAKES NO REPRESENTATION AS TO THE STATUS OF THE TITLE TO THE PROPERTY DESCRIBED HEREIN. THIS DEED HAS BEEN PREPARED SOLELY FROM INFORMATION FURNISHED TO THE PREPARER WHO MAKES NO REPRESENTATION WHATSOEVER, OTHER THAN THAT IT HAS BEEN ACCURATELY TRANSCRIBED FROM THE INFORMATION PROVIDED.

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° 19' 00", 151.60 feet;

Thence, N 68°51'47" E, 45.17 feet; Thence, S 59°50'18" E, 62.16 feet;

Thence, S 70°02'32" E, 48.11 feet; Thence, S 34°36'48" W, 129.83 feet;

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

BEING the same property conveyed to Laurel Hills Condominiums Property Owners Association by Warranty Deed from Moy Toy, LLC, dated May 1, 2011, and recorded in Book 1363, page 809, in the Cumberland County Register's Office.

EXHIBIT "A"

EXHIBIT "B"

1. 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.
2. Reservation of minerals and mining rights of subject property of record in Deed Book 31, page 426, in the Cumberland County Register's Office.
3. Reservation of minerals and mining rights of record in Deed Book 31, pages 445, in the Cumberland County Register's Office.
4. 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.
5. Reservation of minerals and mining rights of record in Deed Book 261, page 49, in the Cumberland County Register's Office.
6. Right-of-way for a road 16 feet, more or less, wide, running southwest through the above land to the salting ground as described in Deed Book 66, page 168, in the Cumberland County Register's Office.
7. Reservation of minerals and mining rights of record in Deed Book 71, page 41, in the Cumberland County Register's Office.
8. Easement for ingress and egress in favor of the Cumberland County Playhouse, Inc., dated June 20, 1994, of record in Deed Book 470, page 388, in the Cumberland County Register's Office.
9. Title to the minerals underlying the property described in Exhibit A hereof.
10. Agreement between Cumberland Point Condominium Property Owners Association and Cumberland Gardens Acquisition Corporation for an easement for the operation of a sewer plant dated March 19, 1999, of record in Deed Book 1047, page 1651, 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. Matters depicted or disclosed by plat recorded in Plat Book 10, page 419, in the Cumberland County Register's Office.
13. Covenants and restrictions as set forth in Deed Book 124, page 5, as amended in Deed Book 347, page 76, in the Cumberland County Register's Office.
14. Amended and Restated Declaration of Amended Covenants and Restrictions of record in Book 1212, page 1224, in the Cumberland County Register's Office.
15. By-Laws of Renegade Community Club recorded in Book 1212, page 1290, in the Cumberland County Register's Office.
16. Judgment filed against Renegade Resort, LLC, Renegade Mountain Community Club, LKM Group, LLC, Larry McMeans and Joe Wucher, in favor of Eagle's Nest, LLC a/k/a Eagle's Nest of Nevada, LLC, recorded in Book 1237, page 1641, in the Cumberland County Register's Office.