

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

IN RE:

DOCKET NO. 15-00118

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

**MOY TOY, LLC's ANSWER TO
PETITION FOR INFORMATION**

Comes Moy Toy, LLC, a Tennessee Limited Liability Company, by and through counsel, and answers the Petition for Information filed and served by the Consumer Advocate.

In general response to the Petition for Information, it would be shown that Moy Toy, LLC, never operated nor intended to operate a utility or water system. Moy Toy purchased real property on which an unrelated entity called Old South Golf provided water for many years for its own use and for use within the Renegade Mountain development, and continued to do so after Moy Toy's purchase. At no time did Moy Toy operate the fixtures or equipment. Shortly after Moy Toy's purchase, the property was passed on to an existing property owners' association. See **Exhibit 1** (Warranty Deed recorded June 14, 2011). While Moy Toy purchased the real property and fixtures thereon, in common parlance Moy Toy did not operate any utility.

To the extent used to supply water to anyone, the water equipment which was included in the property conveyance to Moy Toy has been used and controlled by third parties since Moy Toy purchased the real property and fixtures thereon. Since Moy Toy acquired assets in the

geographic area, any water disbursement is believed to have been by and controlled by Old South Golf and by Laurel Hills Condominiums Property Owners Association. Laurel Hills has had active proceedings with the TRA since April, 2012 (see TRA Docket No. 12-00030) and either has or is addressing all pending water supply issues with the TRA.

With the understanding as set forth above, Moy Toy answers the Petition for Information, more particularly, as follows:

1. No notice of the need for a CCN was provided Moy Toy, LLC, nor any person in control of Moy Toy. Moy Toy, LLC, did not and has not operated a utility or water system.

2. No utility charges were made by Moy Toy. Moy Toy never operated a system and never billed any consumers. Accordingly, Moy Toy did not receive any consumer complaints. The water disbursement in the development has been made by Laurel Hills POA since 2011.

3. Moy Toy did not set or charge any utility rates, and believes that the question is inapplicable to Moy Toy. Laurel Hills POA has controlled the water supply since 2011. Before that time, an entity called Old South Golf controlled the water.

4. Moy Toy never operated a water system on Renegade Mountain, nor in any other location.

5. Moy Toy never operated a water system or utility and, as such, did not have water system or utility customers.

6. Moy Toy never operated a water system or utility and, as such, did not have water system or utility customers.

WHEREFORE upon the above Answer and premises, it is requested that this proceeding be dismissed, with any costs taxed to the original Petitioner.

This 4th day of February, 2016.

/s/ **Scott D. Hall**

Scott D. Hall, Esq. BPR#014874
105 Bruce Street
Sevierville, TN 37862
Attorney for Moy Toy, LLC

Certificate of Service

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

Herbert H. Slatery, III
Attorney General and Reporter
P.O. Box 20207
Nashville, TN 37202-0207

Vance L. Broemel, Senior Counsel
Office of Attorney General
P.O. Box 20207
Nashville, TN 37202-0207

Erin Merrick, Asst. Attorney General
Office of Attorney General
P.O. Box 20207
Nashville, TN 37202-0207

Shiva Bozarth, Esq.
Tennessee Regulatory Authority
502 Deaderick Street, 4th Floor
Nashville, TN 37243

This 4th day of February, 2016.

/s/ **Scott D. Hall**

Scott D. Hall, Esq. BPR#014874
Attorney for Moy Toy, LLC

OWNER/RESPONSIBLE TAXPAYER:
Laurel Hills Condominiums Property
Owners Association
17 Mount Laurel Drive
Crab Orchard, TN 37723

THIS INSTRUMENT PREPARED BY:
Robert V. Schwerer, Esquire
Hayskar, Walker, Schwerer,
Dundas & McCain, P.A.
P.O. Box 3779
Fort Pierce, FL 34948

WARRANTY DEED

THIS INDENTURE made as of the 1st day of May, 2011, between **MOY TOY, LLC**, a Tennessee limited liability company, First Party, and **LAUREL HILLS CONDOMINIUMS PROPERTY OWNERS ASSOCIATION**, a Tennessee nonprofit corporation, Second Party:

WITNESSETH:

THAT SAID FIRST PARTY, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, them in hand paid by said Second Party, the receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed, and do by these presents grant, bargain, sell and convey unto Second Party, the real property described as follows:

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

with the hereditaments and appurtenances thereto appertaining, hereby releasing all claims therein, including homestead. **TO HAVE AND TO HOLD** the same unto the Second Party, its successors and assigns forever. mail
(2 of 2)

AND said First Party, for themselves and their successors and assigns, do hereby covenant with Second Party, its successors and assigns, that they are lawfully seized in fee simple of the premises above conveyed and has full power, authority and right to convey the same, and that said premises are free from all encumbrances and that they will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons whosoever; provided, however, this conveyance is made subject to the matters set forth on Exhibit "B" attached and 2011 taxes, which Second Party assumes and agrees to pay.

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

This document may be executed in counterparts which together constitute one original document.

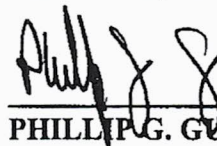


IT IS EXPRESSLY UNDERSTOOD AND AGREED by and between the First Party and the Second Party that the said property herein described shall only be used for utility purposes and title thereto and the improvements constructed thereon shall revert to the First Party on ninety (90) days prior written notice of violation of the use covenant set out above.

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

MOY TOY, LLC

BY:



PHILLIP G. GUETTLER, Managing
Member of Renegade Florida Management,
LLC, as General Partner of Renegade
Florida, Limited, Managing Member of
Moy Toy, LLC

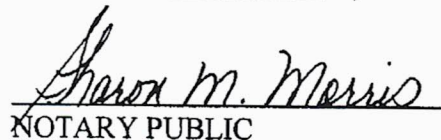
STATE OF FLORIDA
COUNTY OF ST. LUCIE

Before me, a Notary Public in and for said County and State aforesaid, personally appeared Phillip G. Guettler, 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 Managing Member of Renegade Florida Management, LLC, as General Partner of Renegade Florida, Limited, Managing Member of Moy Toy, LLC, a Tennessee limited liability company, and that he in such capacity executed the foregoing instrument for the purpose therein contained, by signing the name of the company.

WITNESS my hand and official seal at office this 31st day of May, 2011.



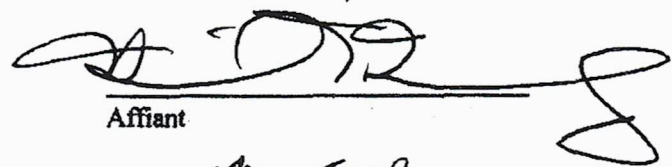
SHARON M. MORRIS
MY COMMISSION # DD 991175
EXPIRES: July 31, 2014
Bonded Thru Budget Notary Services



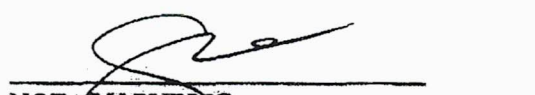
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES: July 31, 2014

STATE OF FLORIDA ^{TN}
COUNTY OF ST. LUCIE ^{KNOX}

I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater, is \$ 400,000.00.


Affiant

Subscribed and sworn to before me this 13th day of June, 2011.


NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES: 3/8/15
Tennessee



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.**

BK/PG: 1363/809-814

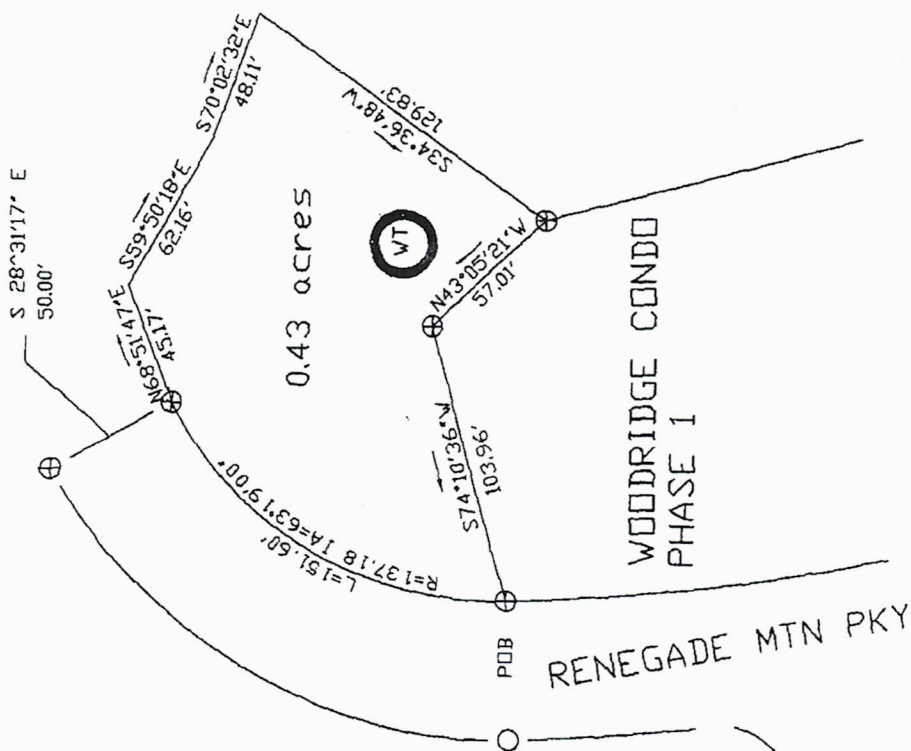
11006183

5 PGS: AL - DEED	
ADRIA BATCH: 49576	
06/14/2011 - 09:46:00 AM	
VALUE	400000.00
MORTGAGE TAX	0.00
TRANSFER TAX	1480.00
RECORDING FEE	30.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	1513.00

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

EXHIBIT "A"

RENEGADE MOUNTAIN Sketch of Deed for Water Tank Site



TENNESSEE GRID COORDINATE



SCALE IN FEET

31.0 (PORTION)

CUMBERLAND GARDENS ACQ. CORP.
D.B. 311, PG. 384

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 internment 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.