

**G. Everett Sinor, Jr.**  
**Attorney at Law**

May 4, 2016

Ms. Sharla Dillon  
Dockets and Records Manager  
Tennessee Regulatory Authority  
Andrew Jackson Building  
502 Deaderick Street, Fourth Floor  
Nashville, Tennessee 37243

RE: *Filing of Documents in Docket No. 16-00012*

DELIVERY BY UNITED STATES FIRST CLASS MAILS AND ELECTRONIC MAIL

Dear Ms. Dillon:

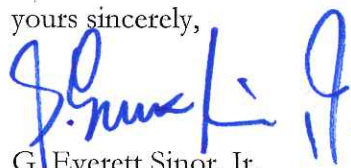
Please find enclosed herewith an original and four (4) copies of the following, for filing in docket number 16-00012:

1. Laurel Hills Water System in Receivership's Third Supplemental Response to the Consumer Protection and Advocate Division of the Office of the Attorney General's First Discovery Request; and,
2. Laurel Hills Water System in Receivership's Filing to make certain documents a part of the record in docket no. 16-00012.

Should you have any questions, please do not hesitate to contact me.

Thanking you for your consideration of this matter, I remain,

yours sincerely,



G. Everett Sinor, Jr.  
Attorney at Law

Enclosure

cc: Shiva K. Bozarth, Esq.  
Donald Scholes, Esq. and Benjamin Gastel, Esq.  
Melanie Davis, Esq.  
Vance Broemel, Esq. and Erin Merrick, Esq.  
Roger York, Esq.

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
AT NASHVILLE, TENNESSEE

IN RE:

PETITION OF LAUREL HILLS WATER  
SYSTEM IN RECEIVERSHIP FOR  
APPROVAL OF ADJUSTMENT OF ITS  
RATES AND CHARGES

)  
)  
) Docket No. 16-00012  
)  
)  
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**THIRD SUPPLEMENTAL RESPONSE OF LAUREL HILLS WATER SYSTEM IN  
RECEIVERSHIP TO THE CONSUMER ADVOCATE AND PROTECTION DIVISION OF  
THE ATTORNEY GENERAL & REPORTER'S OFFICE'S FIRST DISCOVERY REQUEST**

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COMES NOW, the petitioner, Laurel Hills Water System in Receivership, and provides this third supplemental response to the Consumer Advocate and Protection Division of the Attorney General and Reporter's Office First Discovery Request so as to provide additional information received by the petitioner since its initial response. In response to said request, Laurel Hills Water System in Receivership would respond with the following additional information, as follows:

First, in response to request number 1, the Receiver received an additional payment from the State of Tennessee for fees and expenses in the Laurel Hills Water System in Receivership matter for November 2015 through February 2016 in the amount of \$27,589.88. This payment was received by the Receiver on April 21, 2016.

Second, in response to request number 3, the Receiver transmitted a letter to counsel for Moy Toy, LLC, Gregory C. Logue, Esq., dated April 12, 2016, in which information concerning legal rights to the Laurel Hills Water System was sought. A copy of said letter is attached hereto as Exhibit A and is incorporated herein by reference. No response has been received from Mr. Logue to said letter.

**Third**, in response to request number 11, the Receiver was conveyed numerous rights in and to the Laurel Hills Water System via an assignment and bill of sale, dated April 5, 2016 (and received by counsel for the Receiver on April 11, 2016). A copy of said assignment and bill of sale is attached hereto as Exhibit B and is incorporated herein by reference. The assignment and bill of sale would appear to effect a “transfer” of its “irrevocable license” rights.

**Fourth**, in response to request number 13, as referenced above, an assignment and bill of sale has been executed by the Laurel Hills Condominiums Property Owners’ Association which would appear to convey all Laurel Hills Water System assets in the possession of the Laurel Hills Condominiums Property Owners’ Association to the receivership estate. However, there is concern that Laurel Hills Condominiums Property Owners’ Association did not own the entirety of the Laurel Hills Water System at the time of the conveyances, and thus it is not clear if the receivership estate now has “ownership and control of the entire LHWS”.

**Fifth**, in response to request number 15, the Receiver continues to object as noted in its initial response, but will provide additional information responsive to the request. Mr. Sinor has spent an additional approximately 5.0 hours related to “gaining ownership or control of the entire LHWS or obtaining an irrevocable license agreement to operate LHWS”.<sup>1</sup> Mr. Moore has spent an additional approximately 0.95 hours related to “gaining ownership or control of the entire LHWS or obtaining an irrevocable license agreement to operate LHWS”.<sup>2</sup> All information provided is merely an estimate.

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<sup>1</sup> Reviewing Mr. Sinor’s invoices, notes and recollections—3/8/2016 (0.1 hrs. est.), 3/9/2016 (1.0 hrs. est.), 3/10/2016 (0.3 hrs. est.), 3/15/2016 (0.1 hrs. est.), 4/5/2016 (0.1 hrs. est.), 4/6/2016 (1.0 hrs. est.), 4/8/2016 (0.3 hrs. est.), 4/11/2016 (1.3 hrs. est.), 4/12/2016 (0.6 hrs. est.), 4/21/2016 (0.1 hrs. est.), 4/22/2016 (0.1 hrs. est.).

<sup>2</sup> Reviewing Mr. Moore’s invoices, notes and recollections—3/9/2016 (0.6 hrs. est.), 4/12/2016 (0.25 hrs. est.), 4/21/2016 (0.1 hrs. est.).

DATED: May 4, 2016.

Respectfully submitted,

Laurel Hills Water System in Receivership

By: 

Robert E. Moore, Jr. (BPR #013600)

Chief Operations Officer

Receivership Management Inc.

1101 Kermit Drive, Suite 735

Nashville, Tennessee 37217

615.370.0051 (Phone)

615.373.4336 (Facsimile)

[rmoore@receivermgmt.com](mailto:rmoore@receivermgmt.com) (Email)

*Court Appointed Receiver for*

*Laurel Hills Water System*



G. Everett Sinor, Jr. (BPR #017564)

Attorney at Law

Counsel for Receivership Management, Inc.

3504 Robin Road

Nashville, Tennessee 37204

615.969.9027 (Phone)

[Everett.Sinor@gmail.com](mailto:Everett.Sinor@gmail.com)

*by permission  
granted on  
5/4/6*

Certificate of Service

The undersigned hereby certifies that a true and correct copy of the foregoing <sup>Third</sup>~~Second~~ Supplemental Response to the Consumer Advocate's First Discovery Request has been served upon the parties hereto and the other persons listed below, at:

Shiva K. Bozarth, Esq.  
Chief of Compliance  
Counsel for Tennessee Regulatory Authority  
502 Deaderick Street, Fourth Floor  
Nashville, Tennessee 37243

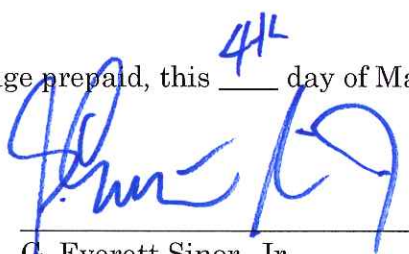
Donald Scholes, Esq.  
Benjamin Gastel, Esq.  
Branstetter, Stranch & Jennings  
Counsel for Laurel Hills Condominiums  
Property Owners Association  
223 Rosa L. Parks Boulevard, Suite 200  
Nashville, Tennessee 37203

Melanie Davis, Esq.  
Kizer & Black  
329 Cates Street  
Maryville, Tennessee 37801

Vance Broemel, Esq.  
Erin Merrick, 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

via the United States Mails, postage prepaid, this <sup>4th</sup> day of May, 2016.

  
\_\_\_\_\_  
G. Everett Sinor, Jr.



G. Everett Sinor, Jr.  
Attorney at Law

April 12, 2016

Gregory C. Logue, Esq.  
Woolf, McClane  
Attorneys at Law  
900 Riverview Tower  
900 South Gay Street  
Knoxville, Tennessee 37902-1810

RE: *Laurel Hills Water System in Receivership*

DELIVERY BY UNITED STATES FIRST CLASS MAILS

Dear Mr. Logue:

I was forwarded a copy of a letter you sent to Melanie Davis, dated March 9, 2016, regarding the Eagle's Nest development on Renegade Mountain in Cumberland County, Tennessee. In that letter, you state that you represent Moy Toy, LLC, and you seek information and assurances from Eagle's Nest regarding digging on your client's property. A copy of that letter is enclosed herewith for your ready reference.

I represent Receivership Management, Inc. [hereinafter the "Receiver"], the court appointed receiver for the Laurel Hills Water System in Receivership [hereinafter the "LHWS"]. A copy of the original Order Appointing Receiver, dated October 26, 2015, is enclosed herewith for your ready reference. Your letter to Ms. Davis raises questions and concerns as to the ability of the Receiver to service the existing water customers of the LHWS, and to expand the LHWS to provide potable water to other current and potential landowners on Renegade Mountain.

The Receiver has a number of questions regarding the LHWS it would like your client, Moy Toy, LLC, to answer, concerning its interests on Renegade Mountain, all focused on the same, central issues:

1. What rights does Moy Toy, LLC now assert or intend to assert with respect to the LHWS?
2. The Receiver understands that there are numerous, unimproved, single-owner lots, whereby an owner may seek to build a home and seek to tap onto the LHWS to receive potable water. What is Moy Toy, LLC's position with respect to an owner who wishes to have potable water delivered to their home via a tap onto the LHWS?
3. Will the LHWS be hindered in any way from providing potable water to any new home on Renegade Mountain that wishes to receive such water from the LHWS?
4. Does Moy Toy, LLC take the position that any person that desires to tap onto the LHWS must first obtain permission, rights, or anything else of value from Moy Toy, LLC or any other person prior to tapping onto the LHWS and receiving potable water from the LHWS?
5. Do you intend to take any action to enjoin or otherwise prevent Eagle's Nest, LLC, or any other current LHWS customer from receiving potable water from the LHWS?
6. Are there any other persons or entities of which Moy Toy, LLC is aware that might take issue with the delivery of potable water to current or potential LHWS customers and hinder

Mailed on 4/12/16  
G. Sinor

EXHIBIT

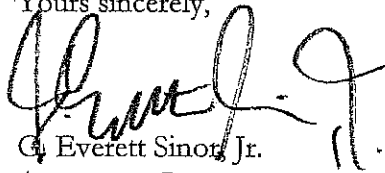
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the ability of the LHWS to deliver such water to any current or potential LHWS customer, including but not limited to Terra Mountain Holdings, LLC, Standing Rock, LLC, or any of their owners, parents, subsidiaries, affiliates, or other related entities? If any such entities exist, please provide information on how they can be contacted.

7. In your opinion, do the following conveyances provide the LHWS with the ability to both operate the entire LHWS without hindrance and expand the LHWS without hindrance on the entirety of Renegade Mountain: (a) the quitclaim deed from Moy Toy, LLC to Receivership Management, Inc., dated February 3, 2016; (b) the irrevocable license from Moy Toy, LLC to Laurel Hills Condominium Property Owners' Association, dated February 3, 2016; and (c) the assignment and bill of sale from Laurel Hills Condominiums Property Owners' Association to Laurel Hills Water System in Receivership, dated April 5, 2016, a copy of which is enclosed herewith for your ready reference?

Mr. Logue, thank you for your consideration of this matter. If you have any questions about any of the issues raised in this letter, please do not hesitate to contact me. I look forward to receiving your response.

Yours sincerely,



G. Everett Sinor, Jr.  
Attorney at Law

Enclosures

cc: Receivership Management, Inc.



# WOOLF • McCLANE

WOOLF, McCLANE, BRIGHT, ALLEN & CARPENTER, PLLC

----- A T T O R N E Y S -----

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W. KYLE CARPENTER  
APRIL A. CARR  
WILLIAM F. CLAYTON  
J. KEITH COATES, JR.  
TONY R. DALTON  
LINDY D. HARRIS  
J. CHADWICK HATMAKER  
DEAN T. HOWELL  
HOWARD E. JARVIS  
MICHAEL J. KING  
J. FORD LITTLE

GREGORY C. LOGUE  
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GRAYSON K. SCHLEPPETRELL  
O. E. SCHOW, IV  
M. AARON SPENCER  
ROBERT L. VANCE  
LOUIS C. WOOLF (RETIRED)

March 9, 2016

**VIA FIRST CLASS MAIL & E-MAIL**

Melanie E. Davis, Esq.  
Kizer & Black  
329 Cates Street  
Maryville, TN 37801-4903

**Re: Eagles Nest Water Lines**


Dear Melanie:

I am sending you this correspondence as counsel for Eagles Nest, LLC ("Eagles Nest"). If you do not represent Eagle's Nest in the below discussed issue, please advise immediately and provide the proper contact information. Our client, Moy Toy, LLC ("Moy Toy"), has been informed that Eagles Nest intends to dig on Moy Toy's property to install water lines. Specifically, I've been told that Eagles Nest intends to dig across Renegade Mountain Parkway and parallel to Renegade Mountain Parkway. Although Moy Toy acknowledges the Order entered on July 24, 2006 granting Eagle's Nest ingress and egress of utilities over, under, and through Renegade Mountain Parkway, Moy Toy is concerned that Eagle's Nest's plan exceeds the scope of the easement.

Further, before Eagle's Nest commences to dig on any of Moy Toy's property, Eagles Nest needs to provide Moy Toy with detailed plans and assurances of indemnification, insurance, properly qualified labor, adequate materials, and assurances that roadways will not be blocked and will remain accessible at all times.

If you have any questions or concerns, please feel free to contact me directly.

Sincerely yours,



Gregory C. Logue

LDH:dj  
023387.0002  
Enclosure



Melanie E. Davis, Esq.  
March 9, 2016  
Page 2

cc: Lindy D. Harris, Esq.  
Gerald Williams  
Robert E. Moore, Jr.

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

TENNESSEE REGULATORY AUTHORITY )

Petitioner, )

v. )

LAUREL HILLS CONDOMINIUMS )  
PROPERTY OWNERS ASSOCIATION )

Respondent. )

No. 2012-CH-560  
Chancellor Thurman

FILED  
Date 10-26 2015 at 10:25 AM  
Entered: 10-26-15  
SUE TOLLETT, CLERK & MASTER  
Cumberland County, Crossville, TN

ORDER APPOINTING RECEIVER

1. Pursuant to the motion filed on October 26, 2015, by the Petitioner, Tennessee Regulatory Authority ("Authority"), pursuant to T.C.A. § 65-3-105<sup>1</sup> and T.C.A. § 29-1-101, and upon good cause shown, the Court appoints Receivership Management, Inc. of Brentwood, Tennessee as Receiver for the water system controlled by Respondent, Laurel Hills Condominium Property Owners Association ("Laurel Hills").

2. The appointment of Receivership Management, Inc. as Receiver of Laurel Hills' water system is based upon, arises out of and/or is derived from the activities described in the Petition for Appointment of Receiver. Through this appointment, the Court deems the Receiver as a party to these proceedings.

3. Receivership Management, Inc., as Receiver, is directed forthwith to take exclusive custody, control and possession of all bank accounts, goods, chattels, causes of action,

<sup>1</sup> The provisions of T.C.A. § 65-3-105 are made applicable to public utilities regulated by the Petitioner pursuant to T.C.A. § 65-4-105.

STATE OF TENNESSEE, COUNTY OF CUMBERLAND  
I, THE UNDERSIGNED, CLERK & MASTER OF SAID  
COUNTY AND STATE, DO HEREBY CERTIFY THAT  
THIS IS A TRUE AND CORRECT COPY OF THE  
ORIGINAL OF THIS INSTRUMENT.

THIS 26 DAY OF October, 2015.  
Sue Tollett  
CLERK & MASTER

credits, monies, investments, stocks, shares, effects, books and records of account and other papers and property or interests owned or held by the Respondent relating in whole or in part to the water system, with full power to sue for, collect, receive and take possession of such properties and to conserve and administer them under the general supervision of the Court.

4. Receivership Management, Inc., as Receiver of Laurel Hills' water system, shall forthwith contact all financial, agency, trust or depository institutions ("financial institutions") maintaining accounts on behalf of Respondent, Laurel Hills relating in whole or in part to the water system and employ whatever lawful means necessary to secure the funds in these, and any other accounts, for the Receivership, and to amend the signature cards so that only those persons approved by the Receiver shall be permitted to withdraw upon such accounts.

5. Receivership Management, Inc., as Receiver of Laurel Hills' water system, shall secure from any financial institution, wherever located, where Laurel Hills maintains property or accounts, the funds within financial institution accounts and all financial information concerning all such accounts. Said financial institution shall provide those funds and the information to the Receiver.

6. All persons, firms, corporations and associations, including but not limited to Respondent, Laurel Hills, and its officers, directors, stockholders, members, subscribers, agents and all other persons in active concert or participation with it, are prohibited and enjoined from the transaction of further business of the Respondent's water system; from the waste, transfer or disposition of property of the Respondent's water system; from doing any act or thing whatsoever to interfere with the taking control, possession and administration by the Receiver of the receivership properties or to in any way interfere with the Receiver, or to harass or interfere with the Receiver, or to interfere in any manner with the exclusive jurisdiction of this Court over

the receivership properties; from the institution or further prosecution of any actions or proceedings, except within this receivership itself; from the making of any sale or deed for nonpayment of taxes or assessments that would lessen the value of the assets of the Respondent; from the withholding from the Receiver of books, accounts, documents or the records relating to the business of the Respondent; from any other threatened or contemplated action that might lessen the value of the Respondent's assets or prejudice the rights of investors, creditors or any proceeding under the Receivership; or the obtaining of preferences, judgments, attachments or other liens, or the making of any levy against the Respondent or against its assets or any party thereof or from enforcing any lien upon, or taking or attempting to take possession of, or retaining possession of, any receivership property or attempting to foreclose, forfeit, alter or terminate any interests of the Respondent, in any property, whether such acts are part of a judicial proceeding or otherwise, until further order of this Court; from accelerating the due date of any obligation or claimed obligation; and that this Court further authorizes the Receiver to apply outside of Tennessee for the relief above described.

7. Pursuant to Tenn. Code Ann. § 65-3-105 and Tenn. Code Ann. §§ 29-1-101 *et seq.*, the officers, managers, directors, trustees, owners, employees or agents of Respondent, Laurel Hills, and any other persons with authority over or in charge of any segment of the Respondent's affairs and persons in control of assets, books and records of the receivership entities, or their physical locations, including but not limited to any offices of the Respondent, are required to cooperate with the Receiver in the carrying out of the Receivership. The term "person" shall include any person who exercises control directly or indirectly over activities of the Respondent through any holding company or other affiliate of the Respondent. "To cooperate" shall include, but shall not be limited to, the following: (1) to reply promptly in

writing to any inquiry from the Receiver requesting such a reply; (2) to make available to the Receiver any books, bank and investment accounts, documents or other records or information or property of or pertaining to the Respondent and/or in possession, custody or control of the Respondent, which relate to, arise out of or are derived from the activities described in the Petition for Appointment of Receiver, Restraining Order, and Temporary and Permanent Injunction Complaint. No person shall obstruct or interfere with the Receiver in the conduct of this Receivership.

8. All customers of and vendors/suppliers to Laurel Hills are hereby ordered to cooperate with reasonable requests of the Receiver regarding information and documentation concerning services received from Laurel Hills or services or goods provided to Laurel Hills.

9. No person shall obstruct or interfere with the Receiver in the conduct of this Receivership, and efforts to obstruct will be dealt with by the Court upon the Receiver's filing for contempt.

10. Receivership Management, Inc., as Receiver, is authorized to employ such counsel, professional advisors, clerks or assistants as deemed necessary. The persons employed under this section shall serve at the direction of the Receiver. The compensation of the Receiver, counsel, clerks and assistants and all expenses of taking possession of Laurel Hills' water system and conducting the proceeding (hereinafter "Receivership fees and costs") shall be submitted monthly, shall be approved by the Court and shall be paid out of the funds or assets of Laurel Hills' water system, if such funds are available. If, through the progression of the Receivership, funds or assets of Laurel Hills' water system are not available to pay Receivership fees and costs, then those fees and costs will be taxed as court costs to be paid by the Authority to the Receiver.

In such instance(s), the Receiver will present the Receivership fees and costs to the Court for

approval as a request for interim taxing of costs while simultaneously invoicing the Receivership fees and costs to the Authority, who will pay the Receivership fees and costs upon approval of the Court. The Authority reserves the ability to recoup amounts so paid if later there are assets or funds available for such recoupment. ~~The Receivership fees and expenses will generally~~ consist of services rendered by the Receiver's president, Jeanne B. Bryant, billed at \$163/hour, expenses and costs of other staff employed by the Receiver, normal overhead costs of the Receiver and professional fees and expenses incurred by the Receiver, the hourly billing rate of its principal counsel. The Receiver will present motions monthly to the Court for approval of the Receivership fees and costs. If the motions are unopposed after being on file for ten (10) calendar days, then the Court shall order their approval, absent question raised by the Court upon its review. If a motion for approval of Receivership fees and costs is opposed, it will be set for hearing at the next available time on the Court's docket in Cumberland County, Tennessee or elsewhere if circumstances so dictate.

11. If the taxation to, and payment of, Receivership fees and costs by the Authority becomes onerous to the Authority, it may move the Court to relieve it of the obligation of such taxation and payment. The Receiver reserves the ability to move the Court to be relieved of its position if payment of Receivership fees and costs is jeopardized or not otherwise provided for.

12. The Receiver is ordered to make an accounting to the Court no less frequently than semi-annually. The report shall include the Receiver's opinion as to the likelihood that additional action under T.C.A. § 65-3-105 and/or §§ 29-1-101, *et seq.* will be necessary.

13. The Receiver may take such action as it deems necessary or appropriate to reform, ~~revitalize and/or rehabilitate Laurel Hills' water system.~~ It shall have all the powers of the directors, officers and managers, whose authority shall be suspended, except as such is



re-delegated by the Receiver. It shall have full power to direct and manage, to hire and discharge employees, subject to any contract rights they may have, and to deal with the property and business of Laurel Hills' water system. The Receiver is empowered to petition the appropriate regulatory authority or tribunal to address changes in the rates charged for Laurel Hills' water system's services. The Receiver may consult and cooperate with other state and federal authorities who may have jurisdiction over any parts of the property and business of Laurel Hills' water system, including, but not limited to, any ancillary liquidator who may be appointed. In addition, the Receiver shall have any other powers given by state law.

14. If it appears to the Receiver that there has been criminal or tortuous conduct, or breach of any contractual or fiduciary obligation detrimental to Laurel Hills, by any officer, manager, agent, broker, employee or other person, it may pursue all appropriate legal remedies on behalf of Laurel Hills's water system, including, but not limited to, the making of criminal referrals to the appropriate state and/or federal authorities/law enforcement agencies and the institution of civil actions on behalf of Laurel Hills' water system or on behalf of Laurel Hill's water system's creditors and claimants.

15. If the Receiver determines that reorganization, consolidation, conversion, merger, dissolution, liquidation or other transformation of Laurel Hills' water system is appropriate, it shall prepare a plan to effect such changes, including, if necessary, the liquidation and sale of all of Laurel Hill's water system assets. Upon application of the Receiver for approval of the plan, and after such notice and hearing as the Court may prescribe, the Court may either approve or disapprove the plan proposed, or may modify it and approve it as modified. Any plan approved under this section shall be, in the judgment of the Court, fair and equitable to all parties concerned. If the plan is approved, the Receiver shall carry out the plan.

16. The Receiver shall have the power to avoid fraudulent transfers. Every transfer made or suffered and every obligation incurred by Laurel Hills within one (1) year prior to the filing of a successful Petition for Receivership is fraudulent as to then existing and future creditors, if made or incurred without fair consideration, or with actual intent to hinder, delay or defraud either existing or future creditors. Transfers which are considered fraudulent may be voided by the Receiver, except as to a person who, in good faith, is a purchaser, lienholder or obligee, who, in good faith, has given a consideration less than fair for such transfer, lien or obligation, may retain the property, lien or obligation as security for repayment. The Court may, on due notice, order any such transfer or obligation to be preserved for the benefit of the estate, and, in that event, the Receiver shall succeed to and may enforce the rights of the purchaser, lienholder or obligee.

17. Laurel Hills and/or its counsel will immediately inform the Receiver of all legal proceedings to which Laurel Hills is a party or in which Laurel Hills is involved (e.g., receipt of a subpoena, etc.). Any court in this State before which any action or proceeding in which Laurel Hills is a party, or is obligated to defend a party, shall stay the action or proceeding for one hundred twenty (120) days and such additional time as is necessary for the Receiver to obtain proper representation and prepare for further proceedings. The Receiver shall take such action respecting the pending litigation as it deems necessary in the interest of justice and for the protection of creditors, investors and the public. The Receiver shall immediately consider all litigation pending outside this State and shall petition the Courts having jurisdiction over that litigation for stays whenever necessary to protect the estate of Laurel Hills.

18. No statute of limitations or defense of laches shall run with respect to any action by or against Laurel Hills's between the filing of the Petition for Order directing Receivership

Management, Inc. to serve as Receiver for Laurel Hills's water system and the entry of the Order granting or denying this Petition. Any action against Laurel Hills that might have been commenced when the Petition was filed may be commenced for at least sixty (60) days after this Order Appointing Receiver is entered. Any such action filed against Laurel Hills, as well as actions pending against Laurel Hills, may be subject to dismissal if the Court approves, as part of any plan recommended to it (as referenced in Paragraph 14 above), that all claims as against Laurel Hills' water system be handled through a unified proof of claim process within the Receivership. The Receiver may, upon entry of this Order, within one (1) year, or such other longer time as applicable law may permit, institute an action or proceeding on behalf of Laurel Hills' water system upon any cause of action against which the period of limitation fixed by applicable law has not expired at the time of the filing of the Petition upon which this Order is entered.

19. The Receiver, and its employees, agents, representatives or counsel, shall not be held personally responsible for any claims against Laurel Hills' water system which existed, arose, matured or vested prior to the Receiver's appointment.

20. The Receiver, and its employees, agents, representatives or counsel, shall not be held personally responsible for amounts of funds, goods or services already provided or extended to Laurel Hills' water system, or which will be provided or extended to Laurel Hills' water system in the future.

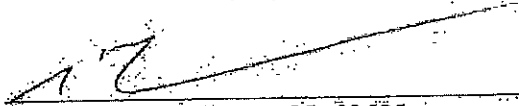
21. Pursuant to T.C.A. § 29-1-104, the Receiver will post a bond of \$ Waived <sup>no</sup> with the Cumberland County Clerk & Master within five (5) business days of the entry of this Order. This Order will be effective, however, during the five (5) day period and will be effective thereafter. The beneficiary of the bond will be the Laurel Hills' water system Receivership

estate and, therefore, the costs of the bond will be paid with funds available to Laurel Hill's Receivership estate or will be taxed as costs and paid by the Authority as outlined in Paragraph 10 above.

It is so ORDERED, this the 26<sup>th</sup> day of October, 2015.

  
RONALD THURMAN, CHANCELLOR

Submitted for Entry By:



Shiva K. Bezarth, BPR No:22685  
Chief of Compliance  
Tennessee Regulatory Authority  
502 Deaderick Street, 4<sup>th</sup> Floor  
Nashville, Tennessee 37243

*Counsel for Tennessee Regulatory Authority*

**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:

Donald Scholes  
Benjamin Gastel  
227 Second Avenue North  
Fourth Floor  
Nashville, Tennessee 37201

Melanie Davis  
329 Cates Street  
Maryville, Tennessee 37801

Vance Broemel  
Consumer Advocate and Protection Division  
Tennessee Attorney General and Reporter  
P.O. Box 20207  
Nashville, Tennessee 37202

Roger York  
456 North Main Street, Suite 201  
Crossville, Tennessee 38555

This the 24<sup>th</sup> day of October, 2015.

  
\_\_\_\_\_  
Shiva K. Bozarth

**ASSIGNMENT AND BILL OF SALE**

THIS ASSIGNMENT AND BILL OF SALE is executed this 5th day of April, 2016, effective as of October 26, 2015 (the "Effective Date"), by **LAUREL HILLS CONDOMINIUM PROPERTY OWNERS ASSOCIATION**, a Tennessee non-profit corporation (hereinafter "**LAUREL HILLS**").

WHEREAS, **LAUREL HILLS** has been requested to issue this Assignment and Bill of Sale assigning and conveying whatever interest it may have in and to certain of its former water company assets to the **LAUREL HILLS WATER SYSTEM IN RECEIVERSHIP** (hereinafter "**LAUREL HILLS RECEIVERSHIP**").

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, **LAUREL HILLS** does hereby assign, remise, release and quit claim unto **LAUREL HILLS RECEIVERSHIP** forever, all of the right, title, interest, claim and demand which **LAUREL HILLS** has in and to the following personal property relating to the water system formerly operated by **LAUREL HILLS** on Renegade Mountain, Cumberland County, Tennessee, to-wit:

(SEE ATTACHED SCHEDULE "A")

TO HAVE AND TO HOLD the same together with all and singular, the appurtenances thereto belonging or in anywise appertaining, and all of the estate, right, title, interest, lien, equity and claim whatsoever of the said **LAUREL HILLS**.

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

WITNESSES:

Judith A. Sullivan

Print Name: Judith A. Sullivan BY:

Lois Antonucci

Print Name: Lois Antonucci

**LAUREL HILLS CONDOMINIUM  
PROPERTY OWNERS ASSOCIATION**

Michael McClung  
**MICHAEL MCCLUNG, President of  
LAUREL HILLS CONDOMINIUM  
PROPERTY OWNERS ASSOCIATION,  
a Tennessee non-profit association**

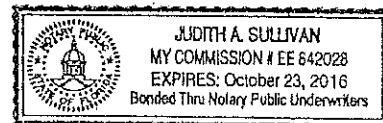


STATE OF FLORIDA  
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County foresaid to make acknowledgments, personally appeared MICHAEL MCCLUNG, as President of LAUREL HILLS CONDOMINIUM PROPERTY OWNERS ASSOCIATION, a ~~Tennessee non-profit association~~, personally known to me or who produced \_\_\_\_\_ as identification, 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 official seal in the County and State last aforesaid this 5th day of April, 2016.

  
NOTARY PUBLIC  
STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES:



**SCHEDULE "A"**

**LIST OF ASSETS TO BE CONVEYED TO THE RECEIVER**

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 next to the pumping station;
6. All other tangible assets used by Laurel Hills in connection with the Renegade Mountain Water System (currently in the possession of Laurel Hills Receivership);
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.

HAYSKAR, WALKER, SCHWERER, DUNDAS & McCAIN, P.A.

ATTORNEYS AT LAW

GARRISON M. DUNDAS  
STEPHEN B. HAYSKAR  
STEVEN R. McCAIN  
ROBERT V. SCHWERER  
JAMES T. WALKER

RENAISSANCE FINANCIAL CENTER  
130 SOUTH INDIAN RIVER DRIVE  
SUITE 304  
FORT PIERCE, FLORIDA 34950  
POST OFFICE BOX 3779  
FORT PIERCE, FLORIDA 34948-3779  
TELEPHONE (772) 461-2310  
FAX (772) 468-6580

Rec'd 4/11/16  
f. clausoff

April 6, 2016

Everett Sinor, Esquire  
3504 Robin Road  
Nashville, TN 37204

RE: ASSIGNMENT AND BILL OF SALE

Dear Mr. Sinor:

Enclosed please find the original Assignment and Bill of Sale executed by Laurel Hills Condominium Property Owners Association dated April 5, 2016.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

  
ROBERT V. SCHWERER, ESQUIRE

RVS:jas

Enclosure

cc: Michael McClung, President



**ASSIGNMENT AND BILL OF SALE**

**THIS ASSIGNMENT AND BILL OF SALE** is executed this 54<sup>th</sup> day of April, 2016, effective as of October 26, 2015 (the "Effective Date"), by **LAUREL HILLS CONDOMINIUM PROPERTY OWNERS ASSOCIATION**, a Tennessee non-profit corporation (hereinafter "**LAUREL HILLS**").

**WHEREAS**, **LAUREL HILLS** has been requested to issue this Assignment and Bill of Sale assigning and conveying whatever interest it may have in and to certain of its former water company assets to the **LAUREL HILLS WATER SYSTEM IN RECEIVERSHIP** (hereinafter "**LAUREL HILLS RECEIVERSHIP**").

**NOW, THEREFORE**, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, **LAUREL HILLS** does hereby assign, remise, release and quit claim unto **LAUREL HILLS RECEIVERSHIP** forever, all of the right, title, interest, claim and demand which **LAUREL HILLS** has in and to the following personal property relating to the water system formerly operated by **LAUREL HILLS** on Renegade Mountain, Cumberland County, Tennessee, to-wit:

(SEE ATTACHED SCHEDULE "A")

**TO HAVE AND TO HOLD** the same together with all and singular, the appurtenances thereto belonging or in anywise appertaining, and all of the estate, right, title, interest, lien, equity and claim whatsoever of the said **LAUREL HILLS**.

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

WITNESSES:

Judith A. Sullivan

Print Name: Judith A. Sullivan BY:

Lois Antonucci

Print Name: Lois Antonucci

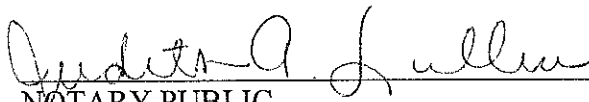
**LAUREL HILLS CONDOMINIUM  
PROPERTY OWNERS ASSOCIATION**

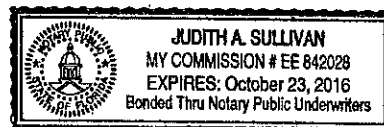
Michael McClung  
**MICHAEL MCCLUNG, President of  
LAUREL HILLS CONDOMINIUM  
PROPERTY OWNERS ASSOCIATION,  
a Tennessee non-profit association**

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County foresaid to make acknowledgments, personally appeared **MICHAEL MCCLUNG**, as President of **LAUREL HILLS CONDOMINIUM PROPERTY OWNERS ASSOCIATION**, a Tennessee non-profit association, personally known to me or who produced \_\_\_\_\_ as identification, 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 official seal in the County and State last aforesaid this 5th day of April, 2016.

  
NOTARY PUBLIC  
STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES:



**SCHEDULE "A"**

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