

G. Everett Sinor, Jr.
Attorney at Law

November 13, 2017

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

RE: *Filing of First Discovery Request by Petitioner to Intervenor, Renegade Mountain Community Club, in Docket No. 17-00098*

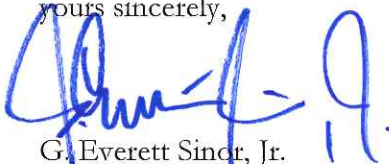
DELIVERY BY UNITED STATES FIRST CLASS MAILS AND ELECTRONIC MAIL

Dear Ms. Dillon:

Please find enclosed herewith an original and four (4) copies of the following, for filing in docket number 17-000098, Petitioner's First Discovery Request to the Renegade Mountain Community Club.

Should you have any questions, please do not hesitate to contact me. Thanking you for your consideration of this matter, I remain,

yours sincerely,

A handwritten signature in blue ink, appearing to read 'G. Sinor, Jr.', with a stylized flourish at the end.

G. Everett Sinor, Jr.
Attorney at Law

Enclosure

cc: Aaron Conklin, Esq.
Scott D. Hall, Esq.
James L. Gass, Esq.
Vance Broemel, Esq. and Daniel P. Whitaker, Esq.
Roger York, Esq.
Gregory C. Logue, Esq. and Daniel J. Moore, Esq.

**BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION
AT NASHVILLE, TENNESSEE**

IN RE:

**PETITION OF RECEIVERSHIP MANAGEMENT,
INC., SOLELY IN ITS CAPACITY AS RECEIVER
OF THE LAUREL HILLS WATER SYSTEM
IN RECEIVERSHIP FOR A PROVISIONAL
CERTIFICATE OF PUBLIC CONVENIENCE
AND NECESSITY**

**DOCKET NO.
17-00098**

**FIRST REQUEST FOR DISCOVERY BY PETITIONER
TO THE RENEGADE MOUNTAIN COMMUNITY CLUB**

TO: Renegade Mountain Community Club
c/o Gregory C. Logue, Esq. and Daniel J. Moore, Esq.
Woolf, McClane, Bright, Allen & Carpenter
Post Office Box 900
Knoxville, Tennessee 37901

COMES NOW, the petitioner, Receivership Management, Inc., solely in its capacity as Receiver for the Laurel Hills Water System in Receivership [hereinafter the "Petitioner"], and serves the intervenor, Renegade Mountain Community Club [hereinafter the "RMCC"], with this discovery request pursuant to rules 26, 33, 34 and 36 of the Tennessee Rules of Civil Procedure, as well as Tenn. Comp. R. & Regs, tit. Tenn. Pub. Util. Comm'n, r. 1220-1-2-.11.

Full and complete responses as provided by the Tennessee Rules of Civil Procedure are requested. Responses should be produced to counsel for the Petitioner, at 3504 Robin Road, Nashville, Tennessee 37204, on or before the end of business on November 16, 2017, consistent with the hearing officer's Order Establishing Procedural Schedule.

These Interrogatories and Requests for Production of Documents are continuing in nature, and if, at any time after service of its responses the RMCC obtains additional information and/or documents responsive to any of them, the RMCC shall promptly serve supplemental answers setting forth such additional information and/or documentation.

INSTRUCTIONS

1. Unless otherwise specified or required by the context of the Interrogatory or Request for Production, the discovery requests set forth below seek information and documents from January 1, 2007 to the date of response.

2. If you contend that the timeframe covered by the particular Interrogatory or Request for Production is unreasonable, please so note and then respond with all responsive information and/or documentation for the timeframe you contend is reasonable.

3. If you claim as privileged or otherwise protected from discovery any information responsive to one or more of the following Interrogatories, describe the nature of the information, the identity of all of the persons of whom you are aware that know the information, the subject matter with which the information is concerned, each interrogatory to which the information is responsive, and the grounds, including the specific facts upon which you rely, for claiming the information is privileged or otherwise protected from discovery.

4. If you claim as privileged, or otherwise protected from discovery, any document responsive to one or more of the following Requests for Production, describe the nature of the document, the identity of all of the persons who made, received or has possession of the documents and all copies thereof, the subject matter with which the document is concerned, each Request to which the document is responsive, and the grounds upon which you rely in claiming the document is privileged or otherwise protected from discovery.

5. Each Interrogatory should be answered separately and fully in writing under oath in accordance with Rule 33 of the Tennessee Rules of Civil Procedure. To the extent that you do not have specific, complete, and accurate information with which to answer any Interrogatory, so state, answer the Interrogatory to the extent you are able, giving your best estimate or general description as to the matter inquired about for which you do not have specific, complete, and accurate information, state the basis for the estimate or general description, and identify each person whom you believe may have accurate information with respect thereto.

6. Documents produced in response to each Request for Production should be produced as they are kept in the usual course of business or shall be organized and labeled to correspond with the categories of each Request.

7. If you claim that you do not have custody or control over any document requested, identify by name, address, and telephone number each individual known to you who has possession of the original or copies of each such document.

8. Identify each person known to you maintaining possession, custody, or control of each document, which would have been responsive to each Request for Production, but which has been destroyed, discarded, or otherwise disposed of and identify the person destroying, discarding, or otherwise disposing of such documents, the time and place such disposition occurred, the person maintaining possession, custody, or control of such document during its existence, and the person ordering or authorizing the disposition of such document.

9. If specific identification of documents in response to Instruction No. 8 is not possible, identify each category of documents which would have been responsive to each Request, but which have been destroyed, discarded, or otherwise disposed of and identify the person destroying, discarding, or otherwise disposing of such documents, the time and

place such disposition occurred, the person maintaining possession, custody or control of such documents during their existence, and the person ordering or authorizing the disposition of such documents.

10. These Requests for Production call for production of all documents not only in your possession, but also in your control, including documents maintained or created by outside computer processing services, documents held or produced by any affiliated persons, employees, agents, and independent contractors engaged by you.

11. Whenever a document is not produced in full or is produced in redacted form, so indicate on the document and state with particularity the reason or reasons it is not being produced in full and describe to the best of your knowledge, information and belief, and with as much particularity as possible, those portions of the document which are not being produced.

DEFINITIONS

1. The terms "RMCC", "You," "Your" or words of similar import shall refer to Renegade Mountain Community Club, and any other name previously or presently used by it.

2. "Petition" refers to the Petition filed in the instant action.

3. "Person" means any natural person or any business, corporation, association, partnership, governmental entity or other legal entity.

4. "Relating to" shall mean constituting, pertaining to, in connection with, reflecting, respecting, regarding, concerning, referring to, based upon, stating, showing, evidencing, establishing, supporting, negating, contradicting, describing, recording, noting, embodying, memorializing, containing, mentioning, studying, analyzing, discussing, specifying, identifying, or in any manner logically, factually, indirectly or directly, or in any other way, connecting to the matter addressed in the interrogatory, in whole or in part.

5. The term "Identify" shall mean:

(A) when used in reference to an individual, to state his or her full name, present or last known address and telephone number, and full name and present and last known address of his or her employer or business;

(B) when used in reference to a corporation, partnership, company, or business, state its full name and present or last known address and telephone number and identify relevant contact persons at that entity;

(C) when used in reference to a document, to state the date, author, type of document (e.g., letter, memorandum, photograph, telegram, tape recording, e-mail transmission, etc.), the person or persons to whom it or copies of it were sent, and its present or last known location and custodian. If any such document was, but is no longer in your possession, custody or control, state when and how you disposed of it or lost possession of it;

(D) when used in reference to a conversation, contact or communication, to state the date of each separate conversation, contact or communication, the parties to each, the method or means of each (e.g., verbal, written, telephonic, electronic, etc.) and the nature of the occurrence of each conversation, contact or communication (e.g., meeting, letter, voice message, e-mail, etc.); and

(E) when used in any context other than those specifically referred to in these definitions, means to provide such information as would enable a reasonably intelligent person to locate, describe, distinguish, understand, evaluate or analyze the subject matter inquired of.

6. The term "Document" as used herein, shall mean, without limitation, every writing or record of every type and description that is or has been in your possession, custody or control, or of which you have knowledge, including, but not limited to,

correspondence, letters, drafts, electronic mail ("E-mail"), alphanumeric pager transmissions, telegrams, minutes, bulletins, computation sheets, specifications, instructions, advertisements, literature, patents, copyright certificates, work assignments, reports, memoranda, memoranda of conversations, notes, notebooks, diaries, data sheets, work sheets, agreements, contracts, memoranda of contract or agreements, assignments, licenses, corporate records, minute books, books of accounts, orders, invoices, packing slips, bills of lading, statements, bills, checks, check stubs, vouchers, photographs, drawings, charts, catalogs, brochures, videotapes, photographs, books, magazines, papers, analyses, transcripts, tapes, x-rays, instructions, announcements, sound recordings and data processing discs, including, but not limited to floppy discs, read/write CD-Rom discs, or any other type of electronic storage media, and all other written, recorded or printed material of whatsoever kind known to or in the possession, custody or control of RMCC, including copies or reproductions of all of the foregoing items bearing marginal comments, alterations, or other notations not present on the original documents as originally written, typed or otherwise prepared. The term "Document" also includes any audio tape or video tape containing information requested.

7. The term "state" or "describe" shall mean to give a detailed written account of any and all facts, conditions, information, and/or evidence related to the subject of the interrogatory including identification of when and where matters inquired of occurred and who was present or involved in the matters inquired of.

8. The terms "communication" or "correspondence" shall include all discussions, conversations, meetings, conferences, telephone conversations, interviews, negotiations, agreements, understandings, cards, letters, correspondence, telegrams, telexes, or other forms of written or verbal interchange, however transmitted, including reports, notes, memoranda, written or verbal interchange, however transmitted, including reports, notes,

memoranda, lists, agenda and other records of communication. The terms “communication” or “correspondence” include, but are not limited to, any transmittal or exchange of information by any means of transmission.

9. The term “and” and “or” have both conjunctive and disjunctive meanings.

10. The term “all” means “each and every” as well as “anyone.”

11. The phrases “relates to,” “related to” or “relating to” mean concerning, embodying, evidencing, memorializing, considering, mentioning, respecting, bearing upon, referring to, addressing in whole or in part, or having any relationship to the subject matter at issue in the Interrogatory or the Request for Production.

INTERROGATORIES

Interrogatory No. 1: Attached as Exhibit A and incorporated herein by reference is a map of the Renegade Mountain area. Please mark, with an identifiable color highlight, all areas in which the RMCC “is charged with the maintenance of common areas of the Renegade Mountain subdivision, including, but not limited to, easement upon the roads, for the benefit of the members of the [RMCC]”¹

RESPONSE:

Interrogatory No. 2: As to all areas marked in response to Interrogatory No. 1, please state the basis upon which the RMCC asserts that it is charged with maintenance of those areas.

RESPONSE:

Interrogatory No. 3: Attached as Exhibit B and incorporated herein by reference is a map of the Renegade Mountain area. Please mark, with an identifiable color highlight, all

¹ RMCC Petition to Intervene, ¶ 2, filed October 11, 2017.

areas over which the RMCC asserts control regarding the operation, placement, or maintenance of water lines.

RESPONSE:

Interrogatory No. 4: As to all areas marked in response to Interrogatory No. 3, please state the basis upon which the RMCC asserts that it has control regarding the operation, placement, or maintenance of water lines.

RESPONSE:

Interrogatory No. 5: Attached as Exhibit C and incorporated herein by reference is a map of the Renegade Mountain area. Please mark, with an identifiable color highlight, all areas over which the RMCC asserts ownership.

RESPONSE:

Interrogatory No. 6: As to all areas marked in response to Interrogatory No. 5, please state the basis upon which the RMCC asserts ownership over the areas so marked.

RESPONSE:

Interrogatory No. 7: Attached as Exhibit D and incorporated herein by reference is an Irrevocable License Agreement for Existing Utility Purposes, dated February 3, 2016 [hereinafter the "Irrevocable License Agreement"]. Please state whether you assert that the Irrevocable License Agreement has effect upon any right you assert regarding the "common areas of the Renegade Mountain subdivision, including, but not limited to, easements upon roads."² If you assert that the Irrevocable License Agreement does not effect any right you assert, please state in detail why you so contend. If you do assert that the Irrevocable License Agreement has effect upon any right you assert, please state in

² Id.

detail what those rights are and how they are effected, and whether the RMCC agreed or consented to the Irrevocable License Agreement.

RESPONSE:

Interrogatory No. 8: Attached as Exhibit E and incorporated herein by reference is a map of the Renegade Mountain area. Please mark, with an identifiable color highlight, all “common areas” identified on the map provided in response to Interrogatory No. 1 and Exhibit A, including easements upon roads, that you assert are not addressed in the Irrevocable License Agreement.

RESPONSE:

Interrogatory No. 9: What is your business entity form, and please identify all owners, officers, directors, trustees, partners, members, association members and like persons.

RESPONSE:

Interrogatory No. 10: Please identify any ownership, directors, officers, trustees, partners, members, association members and like persons of the RMCC in common, and explain in detail the commonality, with the following persons: Moy Toy, LLC, Laurel Hills Condominiums Property Owners Association, Terra Mountain Holdings, LLC, Mr. Michael McClung, Mr. Phillip Geittner, and Mr. Rob Schwerer.

RESPONSE:

REQUESTS FOR PRODUCTION OF DOCUMENTS

Request for Production No. 1: Produce a copy of your charter, bylaws, articles of association and/or organizational documents.

Request for Production No. 2: Produce all documents evidencing commonality as requested in interrogatory no. 10.

Request for Production No. 3: Produce all documents which evidence or relate to your responses to, and/or which were referenced or utilized in responding to, any interrogatory set forth above.

DATED: November 13, 2017.

Respectfully submitted,

Receivership Management, Inc., solely in its
Capacity as Receiver of the 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 (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

Certificate of Service

The undersigned hereby certifies that a true and correct copy of the foregoing Filing of Late-Filed Exhibits by Petitioner has been served upon the parties hereto and the other persons listed below, at:

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

James L. Gass, Esq.
Ogle, Gass & Richardson
Counsel for Laurel Hills Condominiums
Property Owners Association
103 Bruce Street
Sevierville, Tennessee 37862

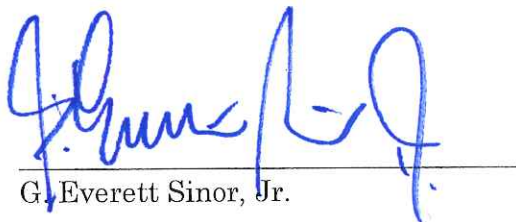
Scott D. Hall, Esq.
Counsel for Moy Toy, LLC
Counsel for Terra Mountain, LLC
374 Forks of the River Parkway
Sevierville, TN 37862

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

Gregory C. Logue, Esq.
Daniel J. Moore, Esq.
Woolf, McClane, Bright, Allen & Carpenter
Counsel for Renegade Mountain Community Club
Post Office Box 900
Knoxville, Tennessee 37901

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

via the United States Mails, postage prepaid, and electronic mail, this 13th day of November, 2017.


G. Everett Sinor, Jr.

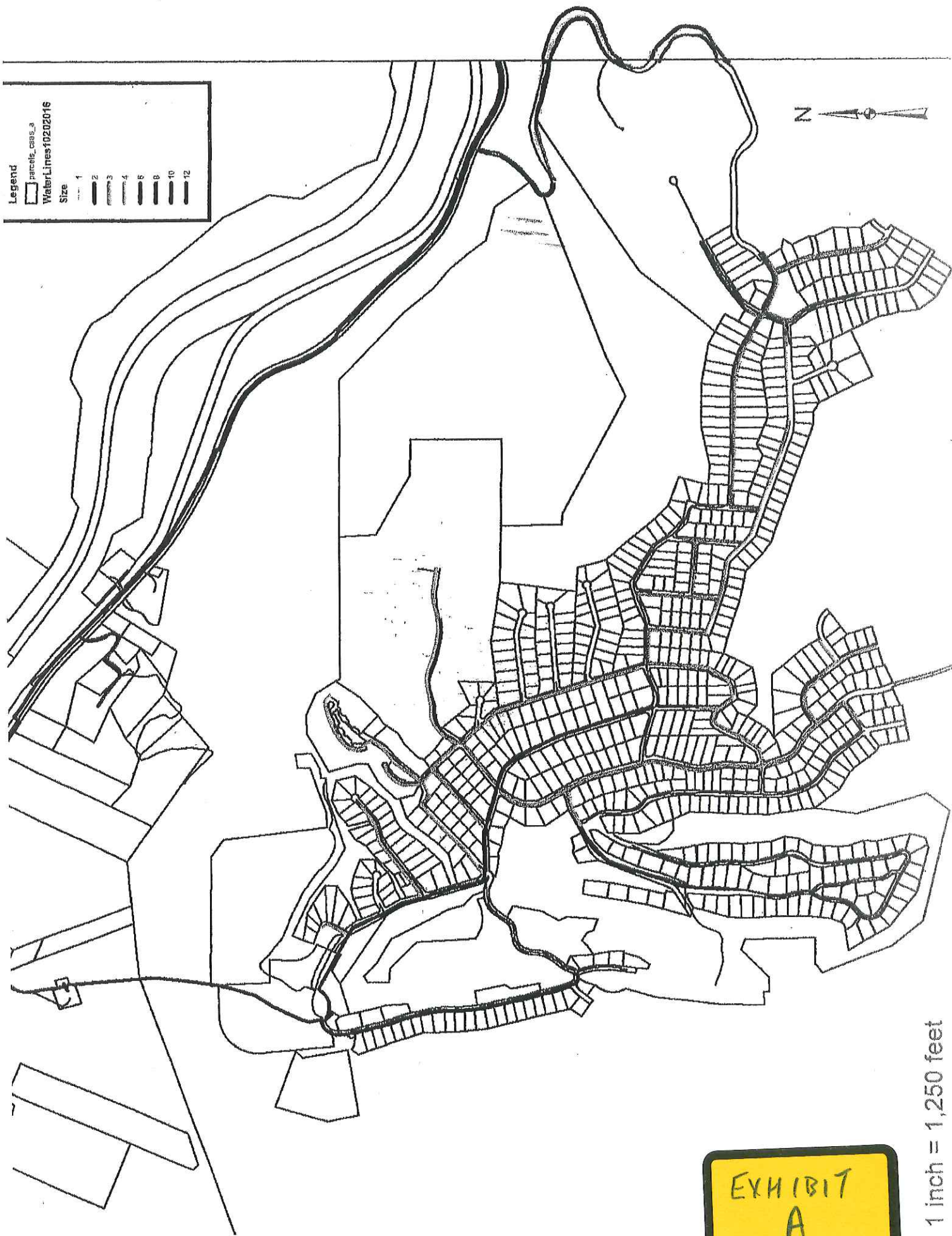
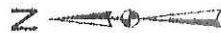
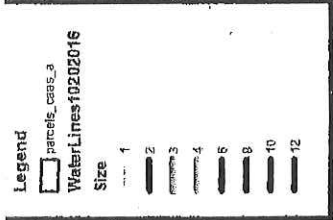


EXHIBIT
A

1 inch = 1,250 feet

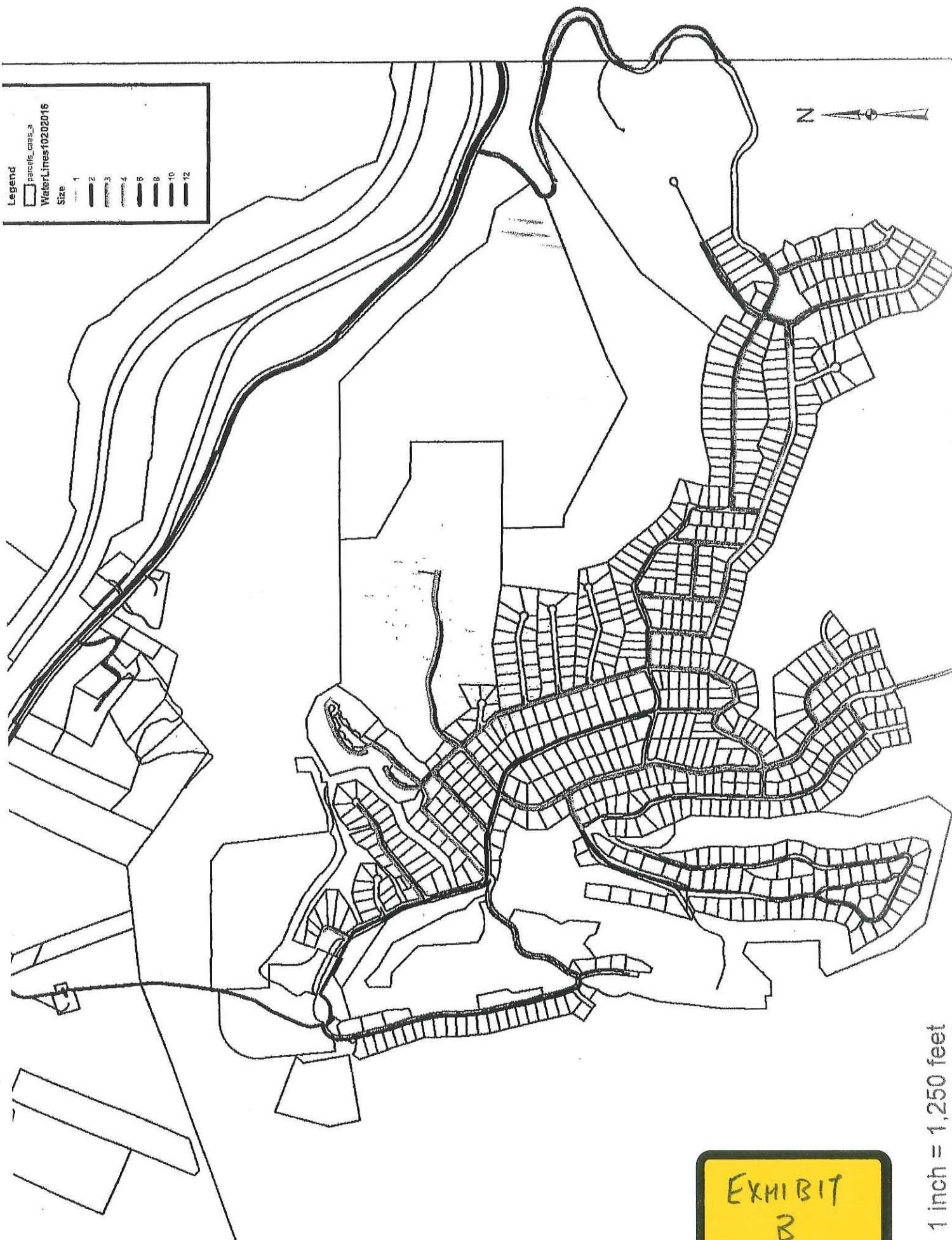
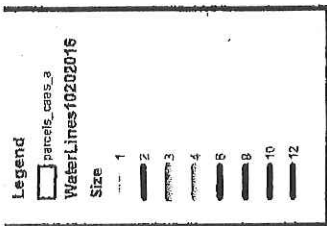


EXHIBIT
B

1 inch = 1,250 feet

Legend

parcels_cas.a

WaterLines10202016

Size

1

2

3

4

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12

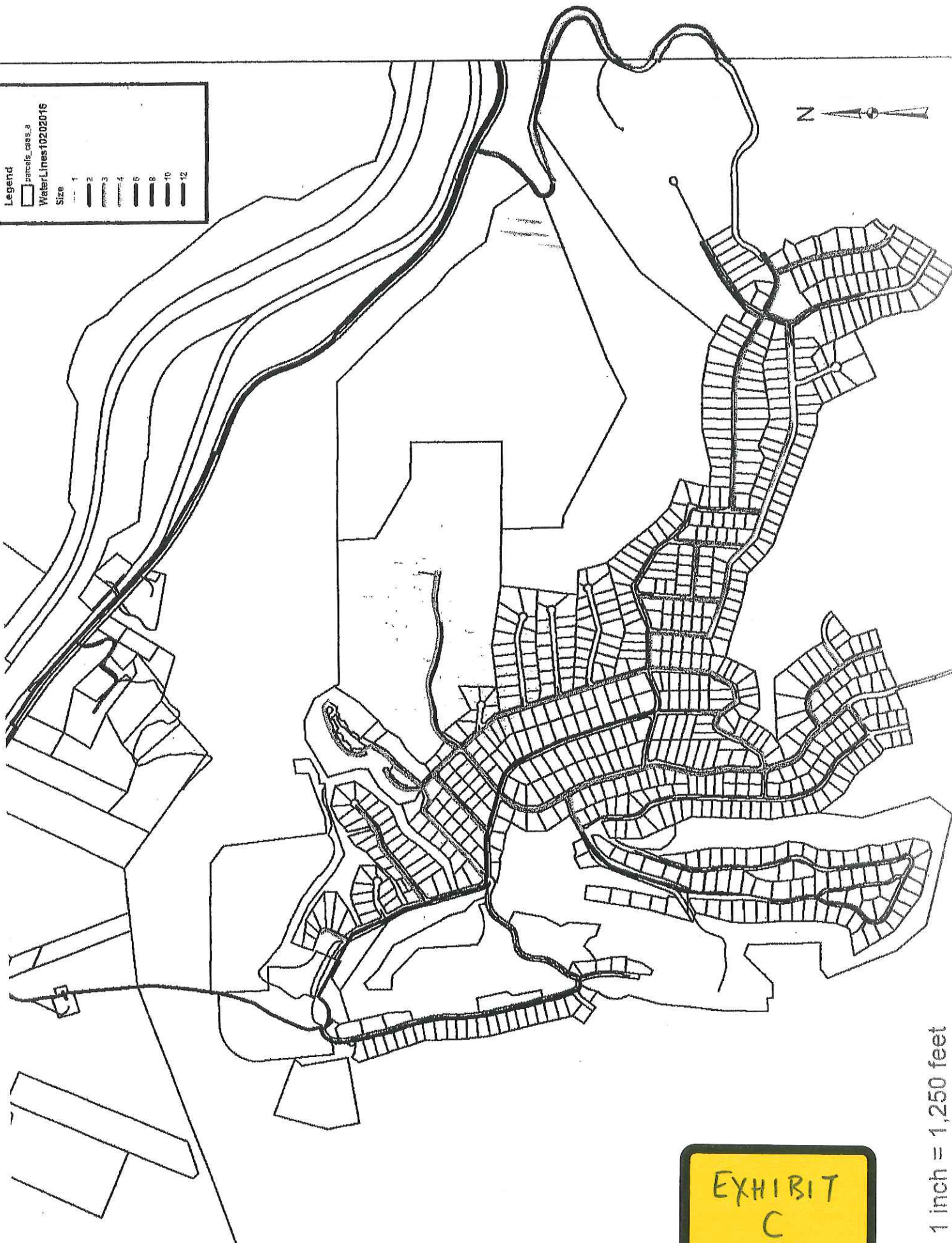


EXHIBIT
C

1 inch = 1,250 feet

IRREVOCABLE LICENSE AGREEMENT
FOR EXISTING UTILITY PURPOSES

THIS NON-EXCLUSIVE IRREVOCABLE LICENSE AGREEMENT is entered into this 31st 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

EXHIBIT
D

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.

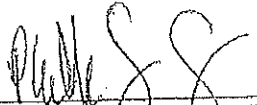
10. Choice of Law. This license shall be governed by the laws of the State of Tennessee.

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

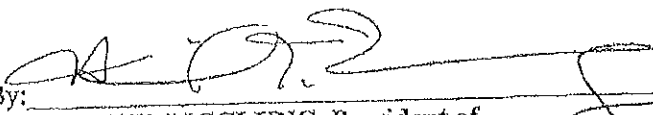
IN WITNESS WHEREOF, the parties hereto have executed this Non-Exclusive Revocable License Agreement as of the day and year first above written.

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

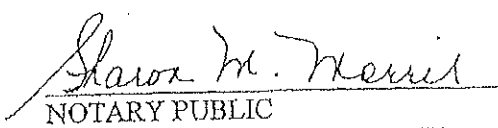
LAUREL HILLS CONDOMINIUM PROPERTY OWNERS' ASSOCIATION

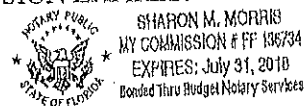
By: 
MICHAEL MCCLUNG, President of
LAUREL HILLS CONDOMINIUM PROPERTY OWNERS
ASSOCIATION, a Tennessee, non-profit corporation.

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.

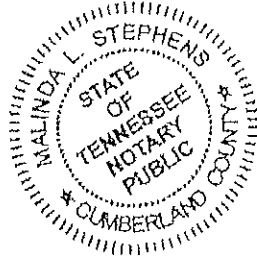

NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES:



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.

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



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

3/3/2016

EXHIBIT "A"
PROPERTY DESCRIPTION

TRACT 1
(ORIGINAL LODGE TRACT)

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 a newly set 1/2" rebar with cap, bearing S 22°51'14" W, 50.03 feet from the Southwesterly corner of lot 1 of block 1 of Renegade Mountain as recorded in Plat Book 2, Page 57, at the Cumberland County Register of Deeds;

Thence, S 22°51'14" W, 197.62 feet to a newly set 1/2" rebar with cap; Thence, S 29°24'40" W, 66.76 feet to a newly set 1/2" rebar with cap; Thence, N 56°51'25" W, 155.04 feet to a newly set 1/2" rebar with cap; Thence, S 67°00'07" W, 189.25 feet to a newly set 1/2" rebar with cap; Thence, S 75°38'12" W, 274.24 feet to a newly set 1/2" rebar with cap; Thence, N 14°21'39" W, 189.20 feet to a newly set 1/2" rebar with cap; Thence, S 86°50'48" W, 303.65 feet to a newly set 1/2" rebar with cap; Thence, N 01°50'17" W, 730.44 feet to a newly set 1/2" rebar with cap on the point of curvature of a circular curve to the right, having a radius of 400.00 feet, a chord bearing of N 45°14'57" E and a chord distance of 585.91 feet; Thence, along the arc of said circular curve 657.46 feet to a newly set 1/2" rebar with cap; Thence, S 87°39'49" E, 281.58 feet to a newly set 1/2" rebar with cap; Thence, South, 513.43 feet; Thence, S 87°39'49" E, 207.19 feet; Thence, S 60°22'55" E, 15.32 feet; Thence, S 02°20'11" W, 211.24 feet to the point of curvature of a circular curve to the left, having a radius of 250.00 feet, a chord bearing of S 28°56'20" E and a chord distance of 296.76 feet; Thence, along the arc of said circular curve 317.71 feet to the Point of Beginning of the herein described Convention Center Site Tract. (Containing 22.18 Acres more or less). A Portion of Map 142, Parcel 31.00.

TRACT 2
(SPORT TRACT)

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:

3/3/2016

Begin at the Northwest corner of Lot 413, Block 4-A, as recorded in Plat Book 2, Page 67, at the Cumberland County Register of Deeds, Cumberland County, Tennessee;

Thence, N 58°27'25" W, 54.54 feet; Thence, S 31°32'35" W, 79.36 feet; Thence N 40°42'26" W, 339.88 feet; Thence, N 47°17'34" E, 233.77 feet; Thence, N 61°47'25" E, 119.01 feet; Thence, N 28°04'35" E, 138.72 feet; Thence, N 44°41'20" E, 118.81 feet; Thence, N 53°52'49" E, 151.01 feet; Thence, N 36°12'11" E, 294.01 feet; Thence, East, 1435.37 feet; Thence, South, 361.12 feet; Thence, S 59°59'58" E, 705.33 feet; Thence, East 354.34 feet; Thence, South, 926.67 feet; Thence, West 1444.61 feet; Thence, N 79°45'01" W, 603.86 feet; Thence, S 84°04'59" W, 417.08 feet; Thence, N 01°08'59" E, 383.96 feet; Thence, S 61°51'45" W, 266.41 feet; Thence, N 39°45'39" W, 357.84 feet to the Point of Beginning of the herein described parcel. Containing 88.960 acres, more or less. (Map 142, Portion of Parcel 31.00.

TRACT 3 (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.

TRACT 4 (RIGHT OF WAYS IN THE FOLLOWING PLATS OF RENEGADE MOUNTAIN)

Being underlying ownership in the public and/or private Rights of Way tracts of land located in the Fourth District of Cumberland County, Tennessee and being within the bounds of Renegade

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Mountain, formerly Cumberland Gardens Resort, formerly Renegade Resorts, being more particularly described as shown on the following Plats:

BLOCK 1: Recorded in Plat Book 2, page 57, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made.

BLOCK 2: Recorded in Plat Book 2, page 58, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made.

BLOCK 2 Revised: Recorded in Plat Book 2, page 89, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made.

BLOCK 4: Recorded in Plat Book 2, page 69, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made.

BLOCK 4-A: Recorded in Plat Book 2, page 67, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made.

BLOCK 5: Recorded in Plat Book 2, page: 68, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made.

BLOCK 6: Recorded in Plat Book 3, page 5, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made.

BLOCK 7: Recorded in Plat Book 2, page 81, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made.

BLOCK 8: Recorded in Plat Book 2, page 90, as revised in Plat Book 9, page 191, Register's Office, Cumberland County, Tennessee, to which said plats specific reference is hereby made.

BLOCK 9: Recorded in Plat Book 3, pages 51-52, Register's Office, Cumberland County, Tennessee, to which said plat specific reference is hereby made. Lot 404 was revised by a plat of record in Plat Book 8, page 289, Register's Office, Cumberland County, Tennessee.

BLOCK 15: Recorded in Plat Book 9; page 188, as revised in Plat Book 9, page 207, Register's Office, Cumberland County, Tennessee, to which said plats specific reference is hereby made.

BLOCK 16: Recorded in Plat Book 9, page 189-190, as revised in Plat Book 9, pages 208-209, Register's Office, Cumberland County, Tennessee, to which said plats specific reference is hereby made.

BLOCK 17: Recorded in Plat Book 10, page 419, Register's Office, Cumberland County, Tennessee, to which said plats specific reference is hereby made.

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ALL THE ABOVE TRACTS 1 THROUGH 4 ARE SUBJECT TO all covenants, restrictions, reservations, and the like, if any, together with all rights and easements heretofore existing.

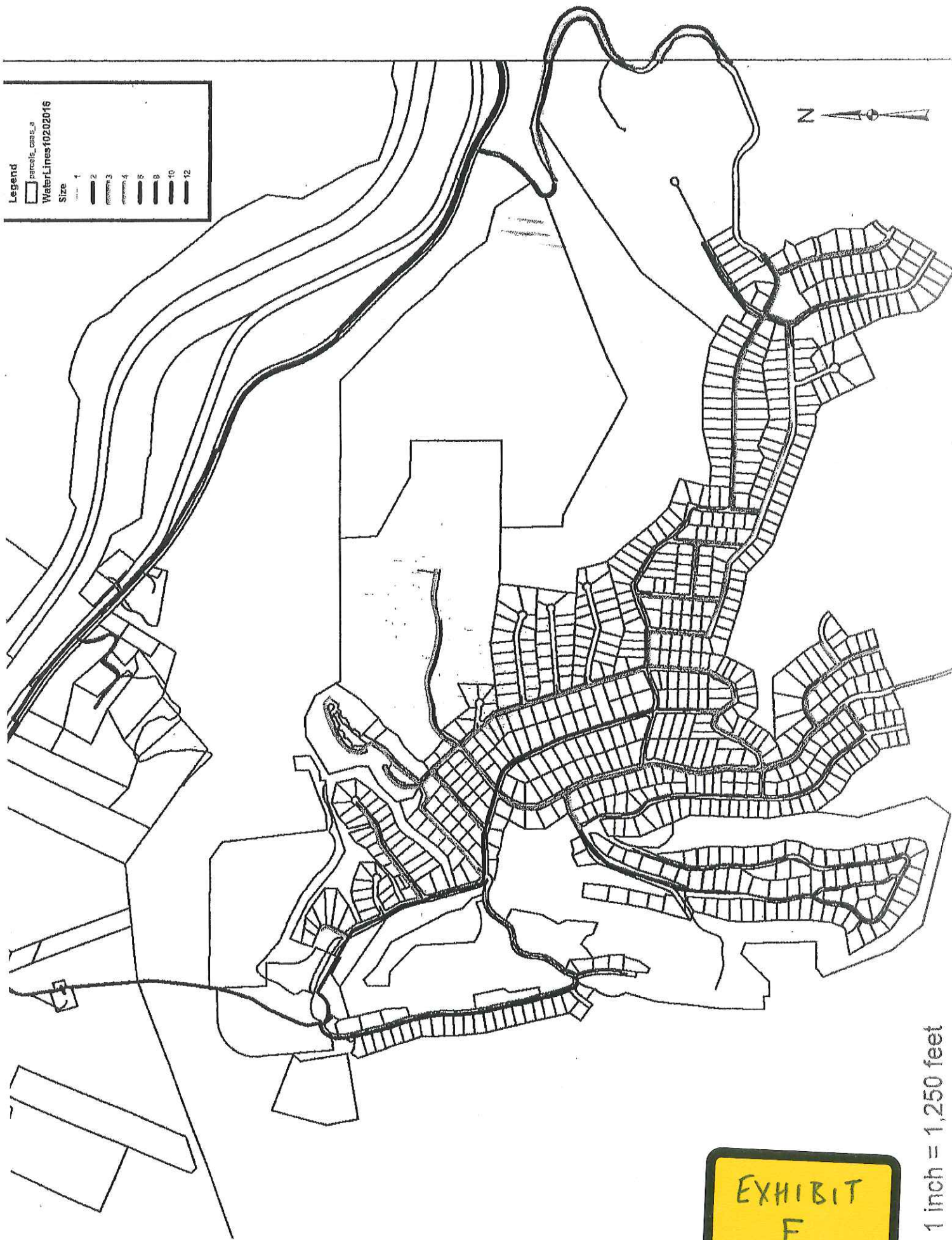
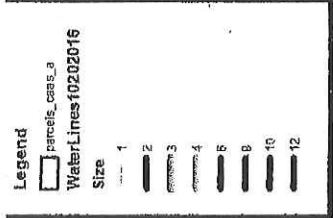


EXHIBIT
E

1 inch = 1,250 feet