

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

IN RE:)	
)	
JOINT APPLICATION OF LIMESTONE)	
WATER UTILITY OPERATING)	
COMPANY, LLC, AND BRIDGET J.)	
WILHITE, AS ADMINISTRATOR CTA)	
OF THE ESTATE OF GLENNA)	DOCKET NO. 24-00034
NEWPORT, FOR APPROVAL OF THE)	
ACQUISITION OF AND TO OPERATE)	
THE NEWPORT RESORT WATER)	
SYSTEM, AND TO TRANSFER OR)	
ISSUE A CERTIFICATE OF PUBLIC)	
CONVENIENCE AND NECESSITY)	
)	

**CONSUMER ADVOCATE’S FIRST SET OF DISCOVERY REQUESTS
TO RHEA COUNTY, TENNESSEE AND NORTH UTILITY DISTRICT OF RHEA
COUNTY**

Pursuant to Rules 26, 33, 34, and 36 of the Tennessee Rules of Civil Procedure and Tenn. Comp. R. & Reg. 1220-01-02-.11, the Consumer Advocate Division of the Office of the Tennessee Attorney (the “Consumer Advocate”), by and through counsel, propounds the following First Set of Discovery Requests to Rhea County, Tennessee (“Rhea County”) and North Utility District of Rhea County (“NUDRC”) (jointly referred as the “County”).

The Company shall serve full and complete responses in accordance with the Tennessee Rules of Civil Procedure. The responses are to be produced at the Office of the Tennessee Attorney General and Reporter, Consumer Advocate Division, John Sevier Building, 500 Dr. Martin L. King Jr. Blvd., Nashville, Tennessee 37243, c/o Victoria B. Glover, on or before 2:00 p.m. (CDT), October 22, 2024.

PRELIMINARY MATTERS AND DEFINITIONS

1. **Continuing Request.** These discovery requests are to be considered continuing in nature and are to be supplemented from time to time as information is received by the Company and any of its affiliates which would make a prior response inaccurate, incomplete, or incorrect.

2. **Clear References.** To the extent that the data or information requested is incorporated or contained in a document, identify the document including page/line number if applicable.

3. **Format of Responses.** Provide all responses in the format in which they were created or maintained, for example, Microsoft Word or Microsoft Excel format with all cells and formulas intact and in working order. If a document (including without limitation a financial or other spreadsheet or work paper) is not created or maintained in Microsoft Excel format, convert the document to Microsoft Excel format or provide the document in a format that enables or permits functionality like or similar to Microsoft Excel (including without limitation the functionality of working cells and formulas), or provide the software program(s) that will enable the Consumer Advocate to audit and analyze the data and information in the same manner as would be enabled or permitted if the document were provided in Microsoft Excel format.

4. **Objections.** If any objections to this discovery are raised on the basis of privilege or immunity, include in your response a complete explanation concerning the privilege or immunity asserted. If you claim a document is privileged, identify the document and state the basis for the privilege or immunity asserted. If you contend that you are entitled to refuse to fully answer any of this discovery, state the exact legal basis for each such refusal.

5. **Singular/Plural.** The singular shall include the plural, and vice-versa, where appropriate.

6. **Definitions.** As used in this Request:

(a) "You," "Your," or "County," shall mean Rhea County, Tennessee and North Utility District of Rhea County and all employees, agents, attorneys, representatives, or any other person acting or purporting to act on its behalf. **Based on the Parties status conference with the Hearing Officer and Staff on Monday, October 7, 2024, the Parties have jointly agreed to refer to Rhea County and North Utility District of Rhea County as a joint entity for the purposes of these requests.**

(b) "Affiliate" shall mean any entity who, directly or indirectly, is in control of, is controlled by, or is under common control with the County. For greater clarification, "control" is the ownership of 20% or more of the shares of stock entitled to vote for the election of directors in the case of a corporation, or 20% or more of the equity interest in the case of any other type of entity, or status as a director or officer of a corporation or limited liability company, or status as a partner of a partnership, or status as an owner of a sole proprietorship, or any other arrangement whereby a person has the power to choose, direct, or manage the board of directors or equivalent governing body, officers, managers, employees, proxies, or agents of another person. In addition, the term "Affiliate" shall mean any entity that directly or indirectly provides management or operational services to the County or any affiliate (as defined in the preceding sentence) of the County, or to which the County provides management or operational services. Further, the payment of money to the County or receipt by the County of money from an entity with which the County has any relationship, other than such payment or receipt, shall include the payor or recipient of such money as an "Affiliate."

(c) "Communication" shall mean any transmission of information by oral, graphic, written, pictorial or otherwise perceptible means, including but not limited to personal conversations, telephone conversations, letters, memoranda, telegrams, electronic mail, newsletters, recorded or handwritten messages, meetings and personal conversations, or otherwise.

(d) "Document" shall have the broadest possible meaning under applicable law. "Document" shall mean any medium upon which intelligence or information can be recorded or retrieved, such as any written, printed, typed, drawn, filmed, taped, or recorded medium in any manner, however produced or reproduced, including but not limited to any writing, drawing, graph, chart, form, letter, note, report, electronic mail, memorandum (including memoranda, electronic mail, report, or note of a meeting or communication), work paper, spreadsheet, photograph, videotape, audio tape, computer disk or record, or any other data compilation in any form without limitation, which is in your possession, custody or control. If any such document was, but no longer is, in your possession, custody or control, state what disposition was made of the document and when it was made.

(e) "Person" shall mean any natural person, corporation, firm, company, proprietorship, partnership, business, unincorporated association, or other business or legal entity of any sort whatsoever.

(f) "Identify" with respect to:

- i. Any natural person, means to state the full name, telephone number, email address and the current or last known business address of the person (if no business address or email address is available provide any address known to you) and that person's relationship, whether business, commercial, professional, or personal with you;
- ii. Any legal person, business entity or association, means to state the full name, the name of your contact person with the entity, all trade name(s), doing business as name(s), telephone number(s), email address(es), and current or last known business address of such person or entity (if no business address is available provide any address known to you);
- iii. Any document, means to state the type of document (e.g., letter), the title, identify the author, the subject matter, the date the document bears and the date it was written; and
- iv. Any oral communication, means to state the date when and the place where it was made, identify the person who made it, identify the person or persons who were present or who heard it, and the substance of it.

(g) "And" and "or" shall be construed conjunctively or disjunctively as necessary to make the discovery request inclusive rather than exclusive.

(h) "Including" shall be construed to mean including but not limited to.

FIRST SET OF DISCOVERY REQUESTS

1-1. Provide all communications, documents, and other materials that the County has received from Limestone Water regarding the sale, offer for sale, acquisition, or status of the Newport Resort Water System ("NRWS").

RESPONSE:

- 1-2.** Provide all documents, including maps and contracts, related to the provision of water service to the Tradewinds property located at 1041 Whites Creek Rd., Spring City, TN, which was formerly a customer of NRWS.

RESPONSE:

- 1-3.** Provide all documents, including maps and contracts, related to the current provision of water service to NRWS.

RESPONSE:

- 1-4.** Provide all communications, documents, and other materials that the County has received from the Estate of Glenna Newport or its Administrator regarding the sale, offer for sale, acquisition, or status of NRWS.

RESPONSE:

- 1-5.** Did the County make an offer to acquire NRWS? If yes, provide the purchase price offered by the County and the date of the offer.

RESPONSE:

- 1-6.** Did the County have a discussion with NRWS regarding the purchase of the system after the offer discussed in DR 1-5 above? If yes, provide a narrative of the discussion and if there was a revised purchase price offered.

RESPONSE:

- 1-7.** When and how did the County learn that its offer to purchase NRWS was not accepted?

RESPONSE:

1-8. When and how did the County learn of the Joint Petition of NRWS and Limestone filed with the Commission about the sale of NRWS?

RESPONSE:

1-9. Provide all communications, documents, and other materials that the County has received from NRWS customers regarding the sale, offer for sale, acquisition, or status of the NRWS. Specifically include any public comments or meeting minutes from townhall or other similar public meetings regarding this system.

RESPONSE:

1-10. Refer to the County's Petition to Intervene, p. 3, ¶7. The County stated that it "has the resources to provide immediate maintenance and or repairs and replacement of the antiquated system belonging to NRWS . . . without delay." Respond to the following and provide all supporting documentation:

- a. Explain what resources the County currently possesses in order to provide "immediate maintenance and or repairs and replacement" to NRWS.
- b. Provide an estimate of the necessary repair and replacement costs for the NRWS. If an estimate is not possible, explain why.
- c. Provide an estimate of the time it would take for the County to complete the necessary repair and replacement of the NRWS.
- d. Provide an estimate of how quickly the County can begin the repair and replacement of NRWS?
- e. Will the County need to replace or repair the existing NRWS plant (minus the distribution system) in order for the County to provide service to the NRWS customers?
- f. Understanding that necessary repair and replacement of NRWS will take some time, provide the interim actions the County will take to ensure that the existing customers of NRWS will have potable and consistent water delivery.
- g. Confirm that the County has the technical, managerial, and engineering capabilities to operate the NRWS system.

RESPONSE:

1-11. Regarding the County's existing customer service that will be provided to the NRWS

customers if acquired, provide responses to the following:

- a. Is there a nearby County office which NRWS customers can visit with complaints, questions, make payments, etc.?
- b. Are there other options for NRWS customers to address complaints or issues regarding water service?
- c. If there is an interruption to service (i.e. pump failure, line failure, etc.), how quickly can the County respond to an incident?

RESPONSE:

1-12. Refer to the County's Petition to Intervene, p. 2, ¶5. The County explained that it recently

connected the Tradewinds Investment Property ("Tradewinds") to the County. NRWS did not object to this action. When connecting the Tradewinds Investment Property, the County also connected the remaining customers of the NRWS. Respond to the following and provide all supporting documentation:

- a. Provide the date(s) that the County connected and began providing service to the Tradewinds and NRWS customers. If the date(s) of connections of Tradewinds and NRWS occurred at different times, provide the dates for each and an explanation of why they were not completed concurrently.
- b. Provide a narrative description and a schematic of the recent connection from the County to both the Tradewinds and to NRWS.
- c. Provide a narrative of the work required to connect the County with Tradewinds and NRWS (i.e. number of workers, equipment, duration of work, etc.).
- d. Provide an estimate of the cost to connect Tradewinds and NRWS to the County.
- e. Is the connection between NRWS and the County metered? If not, does the County intend to install a meter at this interconnection?
- f. Is it the County's understanding that this connection between it and NRWS is temporary in nature? If not, provide a comprehensive explanation why the interconnection is not temporary.
- g. Is the connection between the County, Tradewinds, and NRWS such that the County can simply provide water to Tradewinds alone? If so, provide a comprehensive explanation of how this sole provision capability is possible.

- h. Provide a comprehensive explanation of what it would take to “disconnect” NRWS from the County (i.e. number of workers, equipment, duration of work, cost, etc.).

RESPONSE:

- 1-13.** When the County connected NRWS to its system, was it the County's understanding that such action was part of the process for the County's eventual acquisition of NRWS?

Provide an explanation to support your answer.

RESPONSE:

- 1-14.** Refer to the County's website for its current rates (<https://nudrc.org/current-rates>). It states that the Water Tap Fee Rates for a residential ¾” meter-installed is \$2,200 and a Commercial 2” meter-installed is \$7,000 minimum. Respond to the following and provide all supporting documentation.

- a. Is it correct that the County did not charge NRWS a tap fee when it was connected?
- b. If the County had charged for a tap fee, what would it have been for NRWS to connect?

RESPONSE:

- 1-15.** Prior to connecting NRWS and Tradewinds to the County, did the County provide any sort of assistance to NRWS customers? If so, provide an itemized list of the instances of when and how NRWS was served by the County.

RESPONSE:

- 1-16.** Confirm that the County from the time of its intervention in this Docket (August 29, 2024) through present (October 15, 2024) is the sole provider of water to the NRWS customers.

If this is not confirmed, provide an explanation of when and how service has been provided to the NRWS customers during this period.

RESPONSE:

1-17. Refer to the [County's current rates](#) on its website. Is the County currently charging the mutual aide water rate of \$4.75/1,000gal to NRWS? If not, provide the rates at which the County is currently charging NRWS customers for its services.

RESPONSE:

1-18. Refer to the [County's current rates](#) on its website. Should the County run NRWS in the future, does the County intend to provide NRWS customers with water service at the rates outlined on its webpage. If so, which rates would apply to NRWS Customers?

RESPONSE:

1-19. Confirm that the County has the capacity to serve NRWS customers continuously should the Commission not approve the application in this Docket.

RESPONSE:

1-20. Was the County approached by the Administrator about an offer to buy the NRWS system for an amount of \$125,000. If so, when did this offer occur? If not, was an offer to buy the system ever made by the Administrator?

RESPONSE:

1-21. The Agreed Order as to Division and Sale of Certain Estate Assets, in the Chancery Court for Rhea County, Tennessee Probate Division, No. 19-PR-2725, Aug. 16, 2022, page 5, Section III, (Newport Resort Water System), provides that "[t]he sales prices to be offered

is \$125,000.00 (land, inventory, existing active taps)" for the Newport Resort Water System. However, the Sales Agreement between Josiah Cox and Bridget Willhite¹ provides a sales price of \$25,000. A copy of the Probate Order is attached as Exhibit A.

- a. Did NRWS provide an explanation to the County about the discrepancy between the \$125,000 referred to in the Probate Order and the \$25,000 referred to in the Sales Agreement?
- b. Is the County aware of any court order approving or disapproving the sale, including any specific sale price, of the NRWS system?

RESPONSE:

1-22. Is NRWS currently operating within the territory of Rhea County?

RESPONSE:

1-23. Is the County aware of any approval by TPUC, or its predecessors, granting approval for NRWS to operate in its territory?

RESPONSE:

¹ Exhibit 10 to the *Petition*.

In re: Limestone / Newport Resort

TPUC Docket No. 24-00034

Consumer Advocate's First Set of Discovery Requests to the County

RESPECTFULLY SUBMITTED,

Karen H. Stachowski

KAREN H. STACHOWSKI (BPR No. 019607)

Deputy Attorney General

VICTORIA B. GLOVER (BPR No. 037954)

Assistant Attorney General

SHILINA B. BROWN (BPR No. 020689)

Senior Assistant Attorney General

Office of the Tennessee Attorney General

Consumer Advocate Division

P.O. Box 20207

Nashville, Tennessee 37202-0207

Telephone: (615) 360-4219

Email: karen.stachowski@ag.tn.gov

Email: victoria.glover@ag.tn.gov

Email: shilina.brown@ag.tn.gov

TPUC Docket No. 24-00034

CA's 1st DR to Rhea County

In re: Limestone / Newport Resort

TPUC Docket No. 24-00034

Consumer Advocate's First Set of Discovery Requests to the County

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served via U.S. Mail, with
a courtesy copy by electronic mail, upon:

Melvin Malone, Esq.
Katherine Barnes, Esq.
Butler Snow LLP
The Pinnacle at Symphony Place
150 Third Avenue South, Suite 1600
Nashville, TN 37201
Phone: (615) 651-6700
Email: Melvin.Malone@butlersnow.com
Email: Katherine.Barnes@butlersnow.com

Bridget Willhite, Esq.
Willhite & Mitchell, PLLC
P.O. Box 885
Athens, TN 37371
bridget@wmlawfirm.net

David L. Woodsmall, Esq.
Central States Water Resources, Inc.
1630 Des Peres Rd., Suite 140
Des Peres, MO 63131
dwoodsmall@cswrgroup.com

Carol Ann Baron, Esq.
264 Third Avenue
Dayton, TN 37321
barroncarolann@aol.com

On this the 15th day of October 2024.



KAREN H. STACHOWSKI
Deputy Attorney General



IN THE CHANCERY COURT FOR RHEA COUNTY, TENNESSEE
PROBATE DIVISION

IN RE:)	
)	
ESTATE OF)	NO. 19-PR-2725
GLENNA NEWPORT,)	
DECEASED.)	

AGREED ORDER AS TO DIVISION AND SALE OF CERTAIN ESTATE ASSETS

Come all the heirs of the Estate of Glenna Newport, by and through counsel, and announce to the Court that they have agreed, through consultation with their legal counsel, to empower the Administrator CTA to the following actions related to assets of the Estate of Glenna Newport, N & N Holdings, Inc., and Newport Resort Water System:

I. Personal tangible property.

A. Cadillac automobile—authorize to sell through a dealership.

B. Personal Clothing and household items owned with Ancil Newport —Hobe Newport's personal items to be removed from 165 Ancil Newport Lane, Spring City, TN by his daughters Amanda N. Sherrill and Tonya Kelly on July 16, 2022 at 1:00 p.m. On August 6, 2022 at 9:00 a.m. all heirs will meet at 165 Ancil Newport Lane, Spring City, TN for the division and disposal of Glenna and Ancil's personal household items. Administrator to obtain Bowman and Son's dumpster to dispose of any items to be trashed. Remainder of items not divided or trashed shall be auctioned if the value warrants an auction, or an estate sale if the value does not warrant an auction.

C. GMC Motor Home . The heirs authorize Administrator to sell through a dealership. The percentage of ownership will be determined at a later date pursuant to a Court order or an agreement of the heirs.

D. Hurricane Deck Boat The heirs authorize the Administrator to sell through Sandhill Boat Company Dayton. Randy Newport has the first option to purchase after Sandhill Boat Company provides a list price. The percentage of ownership will be determined at a later date pursuant to a Court order or an agreement of the heirs.

E. Kubota Tractor —Randy Newport may have it appraised if he desires to purchase it or have it as a portion of his share. Otherwise, to be sold by Administrator. Appraisal to be paid for by the Estate. The percentage of ownership will be determined at a later date pursuant to a Court order or an agreement of the heirs.

F. Masonic Lodge rings, snub nose .38 pistol, jewelry, unknown personal furnishings, contents and personal effects in and about the home occupied by the Decedent at her death (including all garages and outbuildings) On August 6, 2022 at 9:00 a.m. all heirs will meet at 165 Ancil Newport Lane, Spring City, TN for the division and disposal of Glenna and Ancil's personal household items. Administrator to obtain Bowman and Son's dumpster to dispose of any items to be trashed. Remainder of items not divided or trashed shall be auctioned if the value warrants an auction, or an estate sale if the value does not warrant an auction. On August 13, 2022 all heirs will meet at the fire hall on White Creek, Spring City, TN the division and disposal of Glenna and Ancil's personal property. Administrator to obtain Bowman and Son's dumpster to dispose of any items to be trashed. Remainder of items not divided or trashed shall be auctioned if the value warrants an auction, or an estate sale if the value does not warrant an auction.

II. N & N Holding, Inc.

A. 115 Dabbs Drive, Spring City, TN. The heirs all agree to list the property through Amber Fawcett, Re/Max Tri Star, 729 N. Hall of Fame Drive, Knoxville, TN 37917 for \$650,000.00 and agree to accept any offers above \$650,000.00. If there are no offers within 7 days of listing, the heirs authorize Amber to drop the price to \$625,000.00, and accept any offers at or above that price.

B. 153 Travis Drive, Spring City, TN. The heirs all agree to list the property through Amber Fawcett, Re/Max Tri Star, 729 N. Hall of Fame Drive, Knoxville, TN 37917 for \$215,000.00 and agree to accept any offers above \$215,000.00. If there are no offers within 7 days of listing, the heirs authorize to drop the price to \$205,000.00, and accept any offers above \$205,000.00.

C. 219 Travis Drive, Spring City, TN. This property will not be sold. The heirs agreed to have it appraised at the cost of the Estate and the parties agree this appraised value shall be the FMV of this property and this FMV will be accredited against Angie Willis' portion of her share of the Estate.

D. 165 Ancil Newport Lane, Spring City, TN. The heirs all agree to list the property through Amber Fawcett, Re/Max Tri Star, 729 N. Hall of Fame Drive, Knoxville, TN 37917. The listing price will be determined after an appraisal is obtained at the cost of the Estate and a recommendation from the appraiser has been received. At that time the heirs will agree as to the amount of funds, if any, to be expended to repair the house to increase the value for sale.

E. 1 unimproved lot on Charlotte Drive. This property is adjacent to the residence of Travis Newport. The heirs agreed to sell this property to Travis Willis for \$10,000.00. If Travis Willis elects not to purchase it, it will be offered to Justin White and Matt Kiser for \$15,000.00, or highest offer. If none purchases, it will be listed with Amber Fawcett, Re/Max Tri Star, 729 N. Hall of Fame Drive, Knoxville, TN 37917 for \$20,000.00.

F. 1 unimproved lot on Travis Drive. The heirs agree to offer this property to neighbor Sharon Smith for \$15,000.00, or highest offer. If none purchases, it will be listed with Amber Fawcett, Re/Max Tri Star, 729 N. Hall of Fame Drive, Knoxville, TN 37917 for \$20,000.00. Lot 24 "L".

G. 1 unimproved lot on Dabbs Drive. The heirs agree to offer this property to neighbor Howard Pick or Justin White for \$15,000.00, or highest offer. If none purchases, it will be listed list with Amber Fawcett, Re/Max Tri Star, 729 N. Hall of Fame Drive, Knoxville, TN 37917 for \$20,000.00. Lot 17 "K".

H. 5 improved lots on Tonia, 5 improved lots on Larue, 5 unimproved lots on Charlotte, and Duplex on Tonia. Heirs agreed to sell any of these lots to neighbors who are interested for \$15,000.00. If no neighbor purchases the property, the lots shall be listed with Amber Fawcett, Re/Max Tri Star, 729 N. Hall of Fame Drive, Knoxville, TN 37917 for \$20,000.00 each, except that the townhouse lot shall be listed for \$40,000.00. J17 will be offered to neighbor Gabe Cantrell for \$15,000.00.

I. Commercial Lots. The Heirs have agreed that the Administrator Ad Litem is authorized to obtain appraisals of the following lots and list with Amber Fawcett. In the meantime the Administrator is authorized to secure and shelter the backside of the firehall to prevent further damage to the firehall. The cost of the appraisals shall be paid from the assets of the Estate.

- a. 1041 Whites Creek Road, Spring City, TN
Firehall and 1 acre
- b. 3.6 acres off Whites Creek Road, Spring City, TN
commercial property; campground and lots
- c. 5 acres of unimproved property on Whites Creek Road
Spring City, TN

The heirs agree to authorize the Administrator to order an abstract on each property immediately to determine if there are any existing title issues that need to be resolved prior to listing the properties. The cost of the abstracts shall be paid from the assets of the Estate.

J. N & N Holdings, Inc. designated officer. As all the owners and officers of the corporation N & N Holdings, Inc are deceased, the heirs agree to appoint, and the Administrator agrees to accept, the position of President of N & N Holdings, Inc. for the limited purpose of executing all documents necessary and/or simply incidental to the

sale of the real estate as contemplated above, including, but not limited to, purchase and sale agreements and deeds of conveyance and to bring the corporation into good standing with the State of Tennessee Secretary of State, prepare necessary resolutions, and authorizations. If a Secretary of N & N Holdings, Inc. is required to sign a Resolution, James F. Mitchell, III, with Willhite & Mitchell, PLLC shall be authorized to act as the Secretary of N & N Holdings, Inc for the limited purposes of executing all documents necessary and/or simply incidental to the sale of the real property as contemplated in this agreement.

III. Newport Resort Water System.

The heirs agree to authorize the Administrator CTA to work with a public utility or private utility to purchase the NRWS. The Administrator is authorized to retain to pay for a survey of the location of the water pump and housing in order to sell it to a public utility. The sales prices to be offered is \$125,000.00 (land, inventory, existing active taps). The heirs agree to use Monte Newport and Robert Lewis to do further plumbing repairs, who is not a licensed plumber, and to hold the Administrator harmless from any and all harm that is caused from the repairs. Randy Newport and Monte Newport agree to pay \$600.00 a month toward payment of David Lewis if he is unwilling to delay his payments until the sale of the real property and if there are not enough available funds in the NRWS bank account.

The net proceeds from each sale, after satisfaction of any mortgages, past due or delinquent taxes and all commissions and standard seller closing costs are paid, will be placed in a Newport Estate account to be opened by the Administrator. Out of said proceeds, the following shall be paid:

- a. Outstanding property taxes on any property; and

- b. Cost of appraisals and abstracts; and
- c. Reimbursement to Monte Newport for his out-of-pocket expense for the payment of any real property taxes paid accruing after the date of death of Glenna Newport; and
- d. GAL fee of Attorney Susan Arnold per prior Order; and
- e. Administrator fees approved by Chancellor.

All issues not contained herein are reserved for further agreement of the parties.


The Court finds that all parties have executed this Agreement after advice from legal counsel, and finds good cause to approve the sale and division of assets. It is therefore

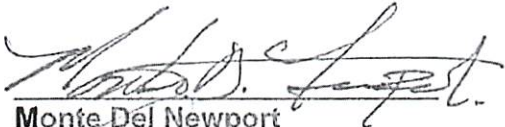
ORDERED, ADJUDGED AND DECREED that this Agreed Order as to Division and Sale of Certain Estate Assets is approved, and that the Administrator , Bridget J. Willhite, Esq., is authorized to enter into any sale purchases agreements on behalf of the heirs in accordance with this Agreed Order and that Bridget J. Willhite, Esq., in her capacity as interim President of N&N Holdings, LLC shall be authorized to sign all documents necessary and/or simply incidental to the sale of the real estate as contemplated herein, including all deeds of conveyance required at closings in accordance with this Order. It is further

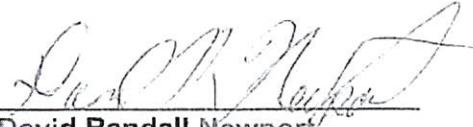
ORDERED that Bridget J. Willhite is designated to serve as the President of N & N Holdings, Inc. and James F. Mitchell, III is designated to serve as the Secretary of N & N Holdings, Inc. for the purpose of any real estate closing contemplated in this

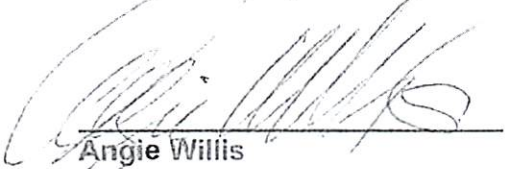
Agreement or bringing N & N Holdings, Inc. in good standing with the State of Tennessee Secretary of State.

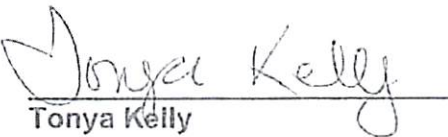
ENTER this 15th day of August, 2022.


HONORABLE MELISSA THOMAS WILLIS
CHANCELLOR


Monte Del Newport


David Randall Newport


Angie Willis


Tonya Kelly


Amanda N. Sherrill

APPROVED FOR ENTRY:

By: 

BRIDGET J. WILLHITE, BPR # 021951
WILLHITE & MITCHELL, PLLC
Administrator CTA
1 East Madison Avenue - P.O. Box 885
Athens, Tennessee 37371-0885
Phone: (423) 745-7447
bridget@wmlawfirm.net

Exhibit A

Agreement or bringing N & N Holdings, Inc. in good standing with the State of Tennessee Secretary of State.

ENTER this _____ day of _____, 2022.

HONORABLE MELISSA THOMAS WILLIS
CHANCELLOR

Monte Del Newport

David Randall Newport

Angie Willis

Tonya Kelly


Amanda N. Sherrill Claiborne

APPROVED FOR ENTRY:

By: _____
BRIDGET J. WILLHITE, BPR # 021951
WILLHITE & MITCHELL, PLLC
Administrator CTA
1 East Madison Avenue - P.O. Box 885
Athens, Tennessee 37371-0885
Phone: (423) 745-7447
bridget@wmlawfirm.net

By: 

SHARON REYNOLDS CLARK, BPR # 016734
COOLEY, McFARLAND & CLARK, LLP
*Attorney for Amanda N. Sherrill and Tonya Kelly,
Individually, and Amanda N. Sherrill as Administrator
Of the Estate of Hobert Ancil Newport*
1021 Waterford Place
Kingston, Tennessee 37763
Phone: (865) 376-9100
s.reynolds-clark@cmrllaw.net

By: 

ELIZABETH GREER ADAMS, BPR # 022651 *via email*
ELIZABETH GREER ADAMS LAW GROUP *authorization*
Attorney for David R. Newport and Angie Willis
P.O. Box 188
Dayton, Tennessee 37321
Phone: (423) 775-3621
elizabethadams@greerlawoffice.com
8/9/22

By: 

HOWARD L. UPCHURCH, BPR # 000145
Attorney for Monte Del Newport
3173 Main Street - P.O. Box 381 *via text authorization*
Pikeville, Tennessee 37367
Phone: (423) 447-2903
upchurchlaw@bledsoe.net
8/8/22

CERTIFICATE OF SERVICE

State of Tennessee, Rhea County
I, the undersigned, hereby certify that a
True and correct copy of all contained hereinabove
Has been sent to the parties/parties' counsel on the

16th day of August, 2022


Chancery Court Clerk