

**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  
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**

**DOCKET NO. 24-00034**

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

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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:**

**The County has never received any communication from Limestone Water regarding the sale, acquisition, or status of the Newport Resort Water System ("NRWS").**

**North Utility District of Rhea County ("NUDRC") Board President, Villa Edwards, did receive a call/voicemail on September 11, 2024 from Jamie Shannon, Business Development Assistant for Central State Water Resources, the parent company of Limestone Water, regarding whether there was any interest in selling the NUDRC System.**

**(A transcription of this voice message is attached herewith as Exhibit No. 1)**

- 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. Contract signed by Tradewinds property owner/manager.  
(Attached herewith as Exhibit No. 2)**
- 2. Engineering map showing the location of our existing lines as well as the placement of the tap for Tradewinds which houses the emergency connection.  
(Attached herewith as Exhibit No. 3)**
- 3. Letter from Bridget Wilhite granting the permission for NUDRC to connect Tradewinds to our system.  
(Attached herewith as Exhibit No. 4)**

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

**RESPONSE:**

**Attached is a plat map of the NRWS. This map shows lines, blow offs well/pump and water plant. At plat location marked 39.05 is the tap for Tradewinds Investments which houses the emergency connection to NRWS. (Attached herewith as Exhibit No. 5)**

- 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:**

**Bridget Wilhite was in attendance at the regular scheduled board meeting of NUDRC on September 21, 2023, where she addressed the board regarding NRWS. The Board decided to schedule a special called meeting to have our engineer and attorney present. The special called meeting was held October 2, 2023.**

**Mrs. Wilhite attended the special called NUDRC board meeting on October 2, 2023, where she presented NUDRC with a Letter of Intent listing options:**

**Item 6 - Lease monthly;**

**and Item 7 - Option to Purchase. (Attached herewith as Exhibit No. 6)**

- 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:**

**In a letter dated July 24, 2024 to Bridget Wilhite, the Administrator for the Estate of Glenna Newport, NUDRC made an offer to purchase NRWS for a price of \$25,000. (Attached herewith as Exhibit No. 7)**

- 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:**

**No**

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

**RESPONSE:**

**In a letter dated August 12, 2024, the Administrator for The Estate of Glenna Newport stated that NRWS was under contract for purchase by a third party and TPUC was scheduled to make a final approval on September 9, 2024. (Attached herewith as Exhibit No. 8)**

- 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:**

**Through Bridget Wilhite's letter of response dated August 12, 2024, NUDRC learned that this matter was before the Tennessee Public Utilities Commission.**

**At that time staff of NUDRC found the docket and began to review the documentation with our attorney.**

- 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:**

**In a document electronically filed in the TPUC Docket room on August 12, 2024, at 8:34am, Rhea County Mayor, Jim Vincent, filed a petition signed by NRWS customers stating that they wish to initiate all necessary steps to allow the assumption of NRWS by NUDRC.**

**Several NRWS customers came to NUDRC board meetings held September 21, 2023 and October 2, 2023 concerning their desire for NUDRC to purchase NRWS and assume responsibility of the system. Attached are the sign in sheets from the meetings.**

- 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.

Answers of Rhea County, Tennessee and NUDRC

- 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:**

- a. NUDRC currently has over \$1,000,000.00 in reserve to allocate for the current repairs needed to bring NRWS online and update the distribution system. In the meantime, NUDRC is able to continue distributing water to all NRWS customers as it has been doing since August 26, 2024.
- b. Engineer Bruce Spaulding estimates that the cost for replacement of the system will be approximately \$500,000.
- c. Engineer Bruce Spaulding estimates that repair/replacement would take approximately 280 days. The schedule is:

<b>Plans and Specs/ TDEC Approval</b>	<b>45 Days</b>
<b>Bid Period</b>	<b>30 Days</b>
<b>Bid Award/ Mobilization</b>	<b>45 Days</b>
<b>Initiate Construction</b>	<b>30 Days</b>
<b>Construction Completion</b>	<b>120 Days</b>

- d. Repairs can begin immediately. Please refer to the above answer for replacement schedule.
- e. The intent is to replace the entire system with TDEC approved materials.
- f. Emergency connection will remain in place and Danah Thunquist who is acting as the operator for NRWS is also an employee of NUDRC and will continue to serve in her capacity for our system under the employment of NUDRC.
- g. NUDRC is currently providing water to over 1400 customers, one of which is a large industry that uses approximately 2,000,000 gallons per month. NUDRC has been operating since 1994 and is operating under TDEC regulations. As a public utility district, NUDRC operates under the fiscal requirements of the TN State Comptroller's Office, identical to those under which municipal water systems operate.

- 1-11. Regarding the County's existing customer service that will be provided to the NRWS customers if acquired, provide responses to the following:



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- 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:**

**a. NUDRC's office is located at 23928 Rhea County Highway in Spring City. Normal office hours are Monday-Friday 9am-5pm local time. In addition, the Board meets monthly on the 3<sup>rd</sup> Thursday at 4pm. All citizens and residents are welcome to attend.**

**b. Customers can appeal any board decision or water rate concerns to Tennessee Board of Utility Regulations (TBOUR).**

**c. NUDRC will dispatch a crew to assess the problem within the hour and begin making the necessary repairs. But please keep in mind that with the requirements from 811 we may not be able to start digging until at least 2 hours later but repairs are first priority and are fixed as soon as possible.**

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?



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- 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:**

**a. Approximately June 1, 2024 the meter was installed for Tradewinds Investments, NUDRC started providing water service to the remainder of the NRWS customer base through the emergency connection on August 26, 2024.**

**b. Tradewinds Investments are connected to NUDRC's 6" main on Whites Creek Road through a 2" meter connection. A service line was ran by Tradewinds Investments to supply water to their campground.**

**Tradewinds Investments also ran a new emergency connection service line to supply the NRWS tank with a shut off valve.**

**Tradewinds Investments also installed a separate "ghost" line in the event that a separate master meter should need to be installed at a later date for the NRWS to purchase water from NUDRC on a long term/permanent basis**

**c. NUDRC contractors placed a 2" tap on the 6" main located on Whites Creek Road. They then placed a meter assembly with a 2" meter with all required parts (corp stop, setter, etc)**

**d. The cost to connect Tradewinds Investment to NUDRC was approximately \$7,000. This is the cost of the meter, setting the meter and all other related meter parts.**

**e. The emergency connection is not metered to NRWS- it passes through the Tradewinds Investment meter and I am keeping up with the amount of gallons provided through the master meter for NRWS. In the event of an agreement to purchase water from NUDRC long term there will be a master meter installed and the above referenced ghost line will be activated.**

**f. It is the understanding of NUDRC that the current situation is temporary until the electrical issues at the NRWS water plant are resolved.**

**g. Yes, all valves leading to the NRWS well and tank can be shut off to allow only water to be provided to Tradewinds Investments**

**h. NRWS can be disconnected from NUDRC by closing all valves leading to the NRWS tank/well. This can be done by one employee in a matter of minutes with one T handled**

- 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:**

**At the time NUDRC first connected all of NRWS to the NUDRC system through the meter at the Tradewinds site it was for the purpose of an emergency connection to ensure that the residents of NRWS would have access to reliable water if and when it was needed. While the emergency connection won't fix the issues of broken mains and leaks it will help in the event of pump issues. Subsequently, when NUDRC learned that NRWS was seeking a buyer, it seemed like an easy solution for NUDRC to purchase NRWS since they were already providing water to NRWS customers and NUDRC shares a contiguous geographic border with NRWS.**

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

**RESPONSE:**

- NUDRC did not charge a tap fee to NRWS, however NUDRC did charge the tap fee to Tradewinds Investments as they are the owner of the meter, and they are a NUDRC customer so they would have to pay the required amount as would any other NUDRC customer. Attached is the copy of the deposit transaction supporting this charge.**
- NUDRC would have charged NRWS per our fee schedule \$7000.00 for the 2" meter.**

- 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

*In re: Limestone / Newport Resort*

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and how NRWS was served by the County.

**RESPONSE:**

**Upon receiving frequent calls by NRWS customers complaining about the lack of water for long periods of time, Rhea County Executive, Jim Vincent, became involved with discussions with NUDRC about what options were available to assist NRWS customers.**

**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:**

**Yes, that is correct, NUDRC has exclusively provided all of the water to fill the NRWS tank since 08/26/2024.**

**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:**

**NUDRC board voted to approve a rate of \$2.05/1,000 gallons during this emergency connection. That is the rate NUDRC is currently paying for the water from our Rockwood Water, Sewer, and Gas connection.**

**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:**

**NUDRC will charge NRWS customers the same rates that our current ratepayers have. The rate schedule is \$30/2,000 gallons and \$9.75/1,000 gallons afterward. NUDRC also offers a leak protection service with a 3<sup>rd</sup> party company called Servline (Homeserve) that costs \$1.30 per month. This is automatically opted in for the customer, but they do**



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**have the option to opt out.**

**A typical bill for 3000 gallons would be as follows:**

<b>Base Rate- 2,000 gallons</b>	<b>\$30.00</b>
<b>1,000 gallons</b>	<b>\$ 9.75</b>
<b>Servline Leak Protection</b>	<b>\$ 1.30</b>
<b>Sales Tax</b>	<b>\$ 3.88</b>
<b>Total Amount Due</b>	<b>\$44.93</b>

**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:**

**NUDRC was created by order of the County Executive in 1994. NUDRC was created under the Utility District Act of 1937. They currently have over 1400 customers. We have two 300,000-gallon storage tanks, a 300 gallon per minute connection with both the Town of Spring City and Rockwood Water, Sewer and Gas as well as a water treatment plant that has a 100 gallon per minute capacity. We are regulated by TDEC and we're an approved public water system operating under PWS ID # 0000970.**

**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:**

**Neither Rhea County nor NUDRC has never been given \$125,000.00 as a purchase price. NUDRC was given the amount of \$25,000.00 and NUDRC has offered \$25,000.00 and the NUDRC Board approved an offer to purchase up to \$55,000.00, if necessary.**

**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 Willhite<sup>1</sup>

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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:**

- a. **No. We have never been given an explanation of the difference in price from the probate order vs. the sales agreement.**
- b. **We are not aware of any court order approving or disapproving the sale of NRWS.**
- c.

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

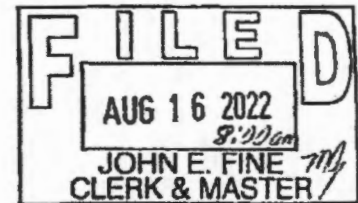
**RESPONSE:**

**Yes. NRWS is in an area that is surrounded by NUDRC territory.**

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

**RESPONSE: No.**





**IN THE CHANCERY COURT FOR RHEA COUNTY, TENNESSEE**  
**PROBATE DIVISION**

IN RE:

ESTATE OF  
GLENN A NEWPORT,  
DECEASED.

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NO. 19-PR-2725

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**AGREED ORDER AS TO DIVISION AND SALE OF CERTAIN ESTATE ASSETS**

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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.

Exhibit A

**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.

## Exhibit A

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 Angle 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".

Exhibit A

H. 5 improved lots on Tonia, 5 improved lots on Larue, 5 unimproved lots on Charlotte, and Duplex on Tonla. 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



## Exhibit A

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



## Exhibit A

- 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

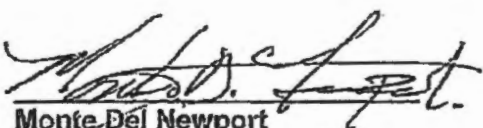
**ORDERED** that Bridget J. Willhite is designated to serve as the President of N & N Holdings, Inc. and James F. Mitchell, III is designated to serve as the Secretary of N & N Holdings, Inc. for the purpose of any real estate closing contemplated in this

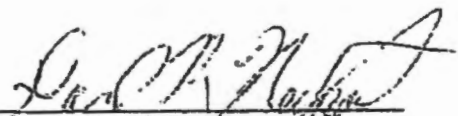
Exhibit A

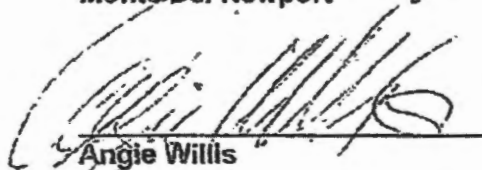
Agreement or bringing N & N Holdings, Inc. in good standing with the State of  
Tennessee Secretary of State.

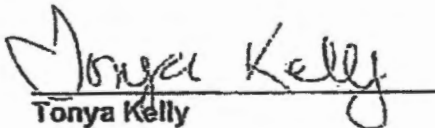
ENTER this 15<sup>th</sup> day of August, 2022.

  
HONORABLE MELISSA THOMAS WILLIS  
CHANCELLOR

  
Monte Del Newport

  
David Randall Newport

  
Angie Willis

  
Tonya Kelly

Amanda N. Sharill *clark*

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](mailto: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.

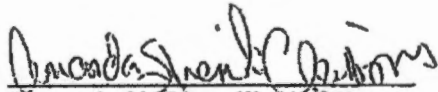
\_\_\_\_\_  
HONORABLE MELISSA THOMAS WILLIS  
CHANCELLOR

\_\_\_\_\_  
Monte Del Newport

\_\_\_\_\_  
David Randall Newport

\_\_\_\_\_  
Angie Willis

\_\_\_\_\_  
Tonya Kelly

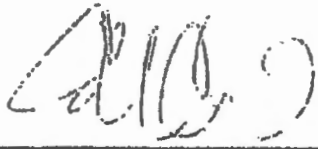
  
Amanda N. Sherrill Claiborne

APPROVED FOR ENTRY:

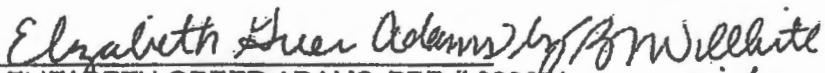
By: \_\_\_\_\_  
BRIDGET J. WILLHITE, BPR # 021951  
WILLHITE & MITCHELL, PLLC  
Administrator CTA  
1 East Madison Avenue - P.O. Box 885  
Athens, Tennessee 37371-0885  
Phone: (423) 745-7447  
[bridget@wmlawfirm.net](mailto:bridget@wmlawfirm.net)

Exhibit A

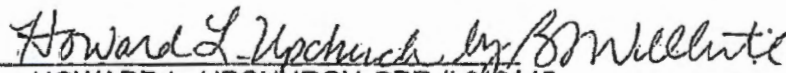
By:

  
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](mailto: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](mailto:elizabethadams@greerlawoffice.com)  
8/9/22

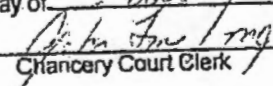
By:

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

CERTIFICATE OF SERVICE

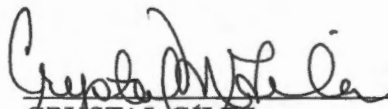
State of Tennessee, Rhea County  
I, the undersigned, hereby certify that a  
True and correct copy of all contained hereinabove  
Has been sent to the parties/parties' counsel on the

10<sup>th</sup> day of August, 2022

  
Chancery Court Clerk

**VERIFICATION**

I, CRYSTAL GILES, Office Manager for North Utility District of Rhea County, being first duly sworn, state that I am authorized to testify on behalf of North Utility District of Rhea County, in the above-referenced docket, that if present before the Commission and duly sworn, verifies that the data requests and discovery responses are accurate to the best of my knowledge.

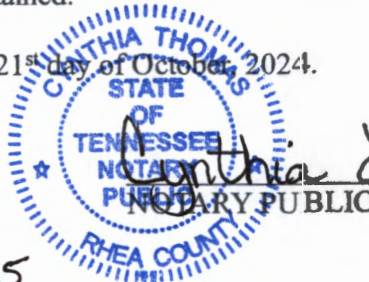
  
CRYSTAL GILES  
Office Manager for NUDRC

STATE OF TENNESSEE

COUNTY OF RHEA

Personally, appeared before me, the undersigned, a Notary Public in and for said County and State, the within named individual, **CRYSTAL GILES, Office Manager for North Utility District of Rhea County**, with whom I am personally acquainted (or upon the basis of satisfactory evidence presented to me), who, after being duly sworn, made oath that she executed the foregoing for the purposes therein contained.

WITNESS my hand and seal this 21<sup>st</sup> day of October, 2024.



My Commission Expires: 11/19/25



Respectfully Submitted,

RHEA COUNTY, TENNESSEE and  
NORTH UTILITY DISTRICT OF RHEA COUNTY

By: Carol Ann Barron

Carol Ann Barron (BPR No. 16580)  
County Attorney and Attorney for NUDRC  
264 Third Avenue  
Dayton, Tennessee 37321  
Telephone: (423) 775-1884  
[barroncarolann@aol.com](mailto:barroncarolann@aol.com)

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and exact copy of the foregoing document has been served upon the following by delivering a true and exact copy of the same via email addressed as follows:

Melvin Malone  
Katherine Barnes  
Butler Snow LLP  
The Pinnacle at Symphony Place  
150 Third Avenue South, Suite 1600  
Nashville, TN 37201  
Email: [Melvin.Malone@butlersnow.com](mailto:Melvin.Malone@butlersnow.com)  
Email: [Katherine.Barnes@butlersnow.com](mailto:Katherine.Barnes@butlersnow.com)

Victoria B. Glover  
Assistant Attorney General  
Shilina B. Brown  
Assistant Attorney General  
Office of the Tennessee Attorney General  
Consumer Advocate Division  
P.O. Box 20207  
Nashville, Tennessee 37202-0207  
Email: [Victoria.glover@ag.tn.gov](mailto:Victoria.glover@ag.tn.gov)  
Email: [shilina.brown@ag.tn.gov](mailto:shilina.brown@ag.tn.gov)

This 21st day of October 2024.

Law Office of Carol Ann Barron

By: Carol Ann Barron

Carol Ann Barron

**Tennessee Public Utility Commission**

**IN RE: Joint Application of Limestone Water Utility Operating Company, LLC et al.**

**Docket No. 24-00034**

**EXHIBIT NO. 1**

**to ANSWERS OF CRYSTAL GILES AS OFFICE MANAGER FOR  
NORTH UTILITY DISTRICT OF RHEA COUNTY TO CONSUMER ADVOCATE'S  
FIRST SET OF DISCOVERY REQUESTS TO RHEA COUNTY, TENNESSEE AND  
NORTH UTILITY DISTRICT OF RHEA COUNTY**

Good afternoon Villa,

My name is Jamie Shannon. I'm with Central State Water Resources. I understand that you are the Board President for North Utility District of Rhea County, and I am calling to see if you and your board would be interested in learning more about selling your water utility. My number is 314-375-2877, you may also text me at this number. If you'd like to text me your email address, I can send you information that you can share with your board.

Again, Jamie Shannon, Central State water Resources also known as Limestone Water Utility, 314-375-2877. Thank you so much. Bye.

**Tennessee Public Utility Commission**

**IN RE: Joint Application of Limestone Water Utility Operating Company, LLC et al.**

**Docket No. 24-00034**

**EXHIBIT NO. 2**

**to ANSWERS OF CRYSTAL GILES AS OFFICE MANAGER FOR  
NORTH UTILITY DISTRICT OF RHEA COUNTY TO CONSUMER ADVOCATE'S  
FIRST SET OF DISCOVERY REQUESTS TO RHEA COUNTY, TENNESSEE AND  
NORTH UTILITY DISTRICT OF RHEA COUNTY**



North Utility District of Rhea County  
23928 Rhea County Hwy- Po Box 1089  
Spring City, TN 37381

Phone: 423-365-2680 Fax: 423-365-2681

[www.nudrc.org](http://www.nudrc.org)

[office@nudrc.org](mailto:office@nudrc.org)

**METER TAP/TRANSFER**

ACCT: 1380

DATE: 3/22/24

**WATER SERVICE CONTRACT**

Date:	<u>3/4/24</u>	<input type="checkbox"/> New Service, Meter Installation
		<input checked="" type="checkbox"/> Existing Service, Meter Transfer
Full Legal Name(s)	<u>Tradewinds Investment Properties</u> <u>DBA "Whites Creek Campground"</u>	
Service Address (911 Addresses only- no lot numbers)	<u>1041 Whites Creek Rd. Spring City,</u> <u>Spring City, TN 37381</u>	
Billing Address (If different from address above)	<u>Po Box 222 Athens, TN 37371</u>	
Contact Number	<u>423-744-8533</u>	Contact Number <u>423-506-5818</u>
Drivers License Number	<u>080484798</u>	State <u>TN.</u> Expiration <u>11/17/2025</u>
Applicant Status:	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Renter <input type="checkbox"/> Other if other, explain _____	
Landlord's Name	<u>Latitude Residential</u>	Contact Number <u>423-744-8533</u>
Landlord's Address	<u>104 E. Washington Ave.</u> <u>Athens, TN 37303</u>	

THIS AGREEMENT is entered into on the above referenced date by and between North Utility District of Rhea County, hereinafter referred to as "NUDRC" and the Applicant, hereinafter referred to as the "Customer".

1. North Utility District of Rhea County agrees to furnish water to the Customer for residential and commercial purposes, subject however to the terms, stipulations and conditions hereinafter set forth and the rules and regulations of the Utility District as the same now exist or as they may be hereafter amended, modified or promulgated.

2. The premises to be served by this contract shall include ONLY ONE (1) residence or business house located on said premises PER METER.

3. It is agreed that if the Customer sells, subdivides or leases the property herein described, the Customer will notify NUDRC in order that it may execute a new contract with successor Customer.

4. The Customer shall pay the required tap fee (if applicable). NUDRC offers ¾" residential meters for a tap fee of \$2,000 or 2" commercial meters for a tap fee of \$7,000 minimum (other charges may apply). NUDRC requires a minimum of 60 days for installation.
5. The Customer agrees to prevent the waste of water. NUDRC shall have the right in the case of emergency, water shortage or any other reason NUDRC shall deem proper, to allocate the amount of water used by the customer.
6. The Customer agrees that NUDRC and its representatives will have easy access in and out of the Customer's property for the purpose of reading the water meter and for the purpose of repairing or maintaining any property of NUDRC which is located on the property of the Customer.
7. The Customer agrees to be liable for any damages incurred to the meter or other assets of NUDRC resulting from the Customer's negligence. The asset or meter shall be replaced or repaired at the Customer's expense.
8. The Customer shall install his own service line from the meter to the place of actual use and shall be responsible for maintaining such line. The Customer shall be responsible for leaks or other losses incurred as a result of defects or breakage on the Customer's side of the meter. The Customer agrees there will be no cross-connecting of any water line from which NUDRC supplies water to any other water source, such as a well, etc.
9. The meters of NUDRC shall be read around the 20<sup>th</sup> day of each month. The Customer shall pay the bill before 5pm on the due date to avoid any penalty charges. Failure to receive a bill will not relieve the Customer from paying the amount of charges on the account by the due date. Failure to pay at this time could cause forfeiture upon his right to receive water service. The meter could then be "locked out" or "pulled" and a service reconnect charge of \$100.00 will be required to be paid before water service will be reinstated.
10. NUDRC shall have the right to estimate or prorate any bill when conditions beyond the control of NUDRC prevent the normal billing process.
11. The Customer agrees to pay a minimum monthly charge, plus taxes, whether or not any water is used as long as the Customer has access to the use of the water
12. NUDRC makes no guarantees, expressed or implied, as to service quality, quantity, pressure consistency or continuity
13. The Customer requesting the installation of a new tap or an existing tap not previously activated shall be required to pay NUDRC's monthly minimum water bill plus usage and applicable sales tax for a minimum of 2 years.
14. If NUDRC damages any underground facilities the Customer cannot locate, the Customer will be responsible for all repairs.

15. As a condition of service, the property owner shall provide, at not cost to NUDRC a suitable place for the installation of the meter and related equipment and give an easement to NUDRC for said location. If for any reason the Customer wishes to have their meter relocated (at any time after the installation) the Customer must pay all costs incurred for the relocation. If NUDRC at any time determines that the Customer has altered the area where the meter was initially installed, and this is no longer a suitable location, as determined by NUDRC, the customer must pay all, costs incurred by NUDRC to relocate the meter.

16. NUDRC recommends that you install a pressure regulator valve after the meter to protect yourself from expensive water losses as the water pressure in most areas will exceed 100psi which can damage appliances. If you plan to be away from this home for periods of time, we recommend you turn the water off at the meter. A wrench to turn off the meter can be purchased at any home/hardware store.

17. NUDRC requires that you install a shut off valve after the meter (outside of the meter box).

18. Customer must provide proof of ownership of property or rental/ lease agreement for all meter transfers

19. NUDRC will install at the time of the tap installation a meter box with a lid. Any replacement boxes or lids will be charged to the customer's bill at the current applicable rate stated on our schedule of rates.

#### **Non-Refundable Connection Fees**

Meter Reconnection fee- Business Hours	\$100.00
Meter Reconnection fee- After Hours	\$125.00
Rental Fee	\$100.00
Meter Transfer Fee	\$50.00

\_\_\_\_\_  
Applicant's Signature:

\_\_\_\_\_  
North Utility District of Rhea County Representative:

Office Use Only:

Account Number \_\_\_\_\_

Meter Serial Number \_\_\_\_\_

### Cross Connection Control Agreement

North Utility District of Rhea County (NUDRC) and the Tennessee Department of Environment and Conversation (TDEC) regulation mandate that NUDRC require backflow prevention devices where these situations exist.

Type of Facility: (mark one)

☐ Residential ☐ Commercial ☐ Church ☐ Medical Facility  
☐ Farm ☐ Industrial ☐ School ☒ Other

Campground

Please mark all of the following items that are or will be located on the premises:

☒ Well, but will not be used. ☐ Pool (swimming/Baptismal) ☐ Chemical Tanks ☐ Other  
☐ Sprinkler/Irrigation System ☐ Boilers  
☐ Booster Pump

In accordance with NUDRC cross connection control program, a private well or auxiliary water source may not be connected in any manner to the public water supply unless proper protection against cross connection is provided. Only reduced pressure backflow preventers may be used for protection. These devices must have prior approval by NUDRC. Customers not in compliance with the rule will have their water service discontinued.

Check appropriate box for

☒ This serves as notification that a well is located at the address above  
☐ This serves as notification that a well is not located at the address above  
☐ This serves as notification that it is unknown if a well is located at the address above

I (we) understand and agree that this system is, and shall remain totally segregated from the public water supply, and no unapproved or unauthorized cross connections, auxiliary intakes, bypasses, or interconnections exist or shall be made. No such cross connections, auxiliary intakes, bypasses, or interconnections, will be permitted without the written approval of the North Utility of Rhea County.

I (we) further understand and agree that should an auxiliary water supply be connected to the public water system at the above address, maximum cross connection control equipment in the form of a reduced pressure back flow prevention device shall be installed to protect the public water supply.

Signature

Date

3/4/24



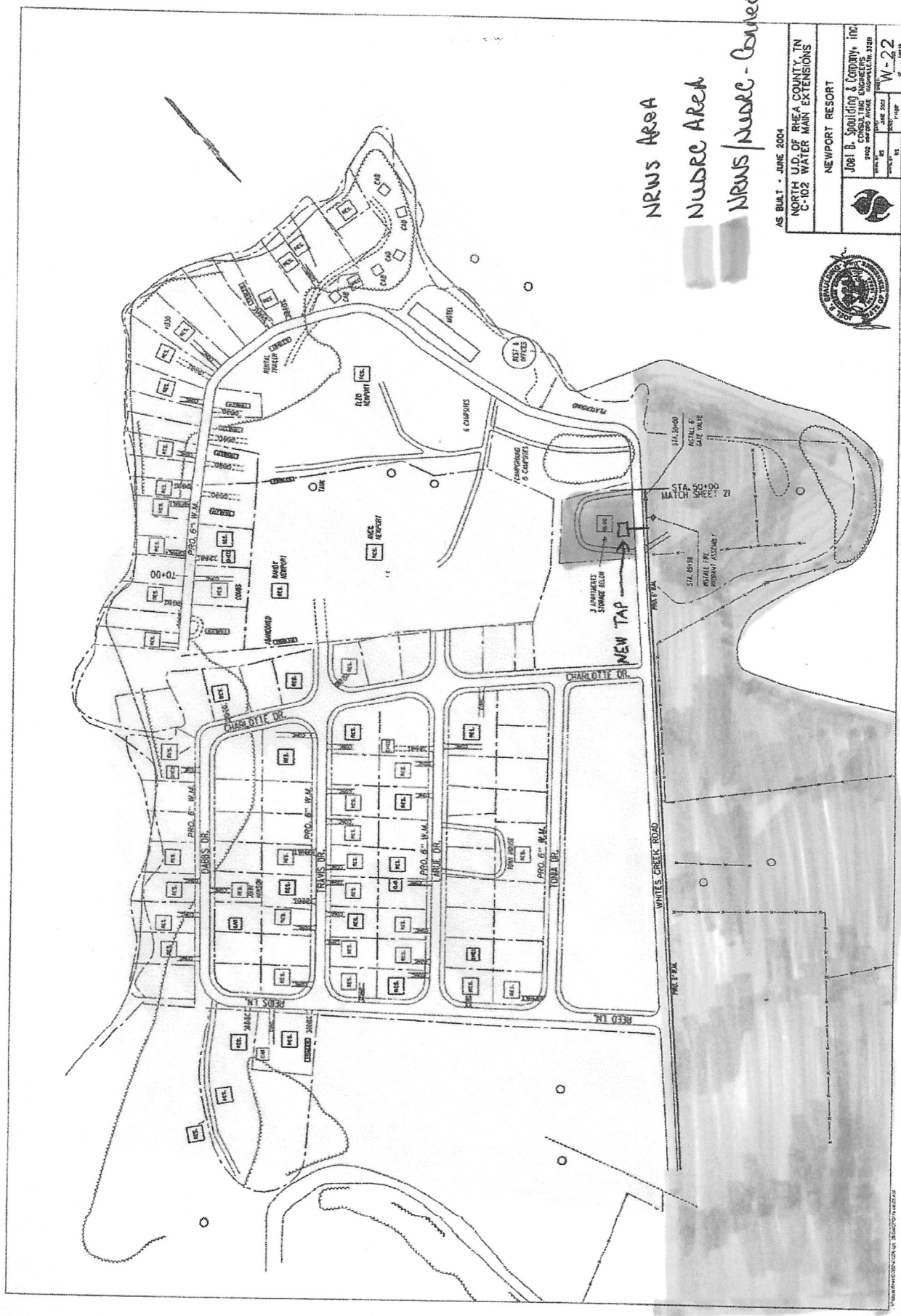
**Tennessee Public Utility Commission**

**IN RE: Joint Application of Limestone Water Utility Operating Company, LLC et al.**

**Docket No. 24-00034**

**EXHIBIT NO. 3**

**to ANSWERS OF CRYSTAL GILES AS OFFICE MANAGER FOR  
NORTH UTILITY DISTRICT OF RHEA COUNTY TO CONSUMER ADVOCATE'S  
FIRST SET OF DISCOVERY REQUESTS TO RHEA COUNTY, TENNESSEE AND  
NORTH UTILITY DISTRICT OF RHEA COUNTY**



NRWS AREA

NUDEC AREA

NRWS/NUDEC - Connection

AS BUILT - JUNE 2004

NORTH U.D. OF RHEA COUNTY, TN  
C-102 WATER MAIN EXTENSIONS

NEWPORT RESORT

JOEL B. SQUADRON & COMPANY, INC.  
CONSULTING ENGINEERS  
2402 BRIDGES AVENUE  
NASHVILLE, TN 37203

DATE	BY	REV	DESCRIPTION
JUN 2004	JS	1	W-22



THIS PLAN IS THE PROPERTY OF JOEL B. SQUADRON & COMPANY, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND LOCATION SPECIFICALLY IDENTIFIED HEREON.

**Tennessee Public Utility Commission**

**IN RE: Joint Application of Limestone Water Utility Operating Company, LLC et al.**

**Docket No. 24-00034**

**EXHIBIT NO. 4**

**to ANSWERS OF CRYSTAL GILES AS OFFICE MANAGER FOR  
NORTH UTILITY DISTRICT OF RHEA COUNTY TO CONSUMER ADVOCATE'S  
FIRST SET OF DISCOVERY REQUESTS TO RHEA COUNTY, TENNESSEE AND  
NORTH UTILITY DISTRICT OF RHEA COUNTY**



**WILLHITE & MITCHELL, PLLC**

**ATTORNEYS AT LAW**

**Bridget J. Willhite**  
*Partner*

*main office:* 1 East Madison Avenue • P.O. Box 885 • Athens, TN 37371-0885  
*satellite office:* 291-B Abel Avenue • Decatur, TN 37322  
*p:* 423.745.7447 • *f:* 423.745.6114  
[www.wmlawfirm.net](http://www.wmlawfirm.net)

**James F. Mitchell, III**  
*Partner*

March 22, 2024

North Utility District of Rhea County  
23928 Rhea County Hwy.  
P.O. Box 1089  
Spring City, TN 37381

***Via Email: [office@nudrc.org](mailto:office@nudrc.org)***

Re: Tradewinds Investment Properties

Dear Sir or Madam:

I am the Administrator, CTA of the Estate of Glenna Newport. The Estate is the current owner of Newport Resort Water system, (NRWS).

We have received a request from Tradewinds Investment Properties, a partnership consisting of Jason McConkey and Perry Philpot, (Tradewinds). Tradewinds currently owns the real property located at 1041 Whites Creek Rd, Spring City, Tennessee, and they desire to connect directly to North Utility District of Rhea County, (NUDRC) as their water provider at Tradewinds' own cost. Tradewinds is currently a customer of Newport Resort Water System.

This correspondence confirms that we have no objection to Tradewinds terminating their connection with NRWS and connecting with NUDRC as it will create an emergency back-up for the use of NRWS allowing NUDRC to provide water to NRWS through the connections on Tradewinds Investment Properties as back up water supply to NRWS.

Of course, all easements of NRWS will remain existing. by their signatures below, the owners of Tradewinds confirm the terms of this agreement. A formal agreement prepared and recorded at a later date.



North Utility District of Rhea County  
March 22, 2024  
Page 2

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With best regards, I remain

Yours very truly,

WILLHITE & MITCHELL, PLLC




Bridget J. Willhite

BJW:mle

APPROVED BY:

TRADEWINDS INVESTMENT PROPERTIES,  
A General Partnership

By:   
Stanley Jason McConkey, Partner

By:   
Perry Evan Philpott, Partner

**Tennessee Public Utility Commission**

**IN RE: Joint Application of Limestone Water Utility Operating Company, LLC et al.**

**Docket No. 24-00034**

**EXHIBIT NO. 5**

**to ANSWERS OF CRYSTAL GILES AS OFFICE MANAGER FOR  
NORTH UTILITY DISTRICT OF RHEA COUNTY TO CONSUMER ADVOCATE'S  
FIRST SET OF DISCOVERY REQUESTS TO RHEA COUNTY, TENNESSEE AND  
NORTH UTILITY DISTRICT OF RHEA COUNTY**



**Tennessee Public Utility Commission**

**IN RE: Joint Application of Limestone Water Utility Operating Company, LLC et al.**

**Docket No. 24-00034**

**EXHIBIT NO. 6**

**to ANSWERS OF CRYSTAL GILES AS OFFICE MANAGER FOR  
NORTH UTILITY DISTRICT OF RHEA COUNTY TO CONSUMER ADVOCATE'S  
FIRST SET OF DISCOVERY REQUESTS TO RHEA COUNTY, TENNESSEE AND  
NORTH UTILITY DISTRICT OF RHEA COUNTY**



October 2, 2023

## LETTER OF INTENT

The purpose of this Letter of Intent ("Letter") is to set forth the terms on which NORTH UTILITY DISTRICT OF RHEA COUNTY, TENNESSEE ("NORTH RHEA") is willing to proceed toward the negotiation, execution, and delivery of a final agreement with respect to the operation and acquisition of Newport Resort Water System ("NRWS"). The basic structure, terms and conditions of the agreement will be as follows:

1. Purchasers: North Rhea desires to lease and operate NWRS, with the option of purchasing NWRS.
2. Purchased Assets: North Rhea desires to lease, with the option to purchase, the artesian well, all pumps, storage buildings, pipes, inventory, easements, NWRS name, and any and all other assets of NRWS.
3. Asset Excepted from Sale. NRWS has one bank account at US Bank in Rockwood, TN with a current balance of \$583.09. Said account is excepted from this transfer as these funds plus the income from September and October billing cycle will be needed to pay the final sales tax, operator, and meter reader for services rendered prior to lease agreement beginning.
4. Easements—There are no recorded easements to the well, pump house, or on the private property of any customer. Easements to the well and pump house have been recently completed by a potential buyer of NRWS. NRWS owns no real property.
5. Court Approval. NWRS is not incorporated and is a personal asset of the Estate of Glenna Newport. Bridget J. Willhite, Esq. is the court appointed Administrator Ad Litem, CTA of the Estate. Any agreement to lease or sell NRWS requires approval from Rhea County Chancery Court.
6. Rent: North Rhea agrees to pay \$1,500.00 per month to lease NRWS. Said payment will be payable to NRWS on the first day of each month.
7. Option to Purchase: Following is the consideration for the Option to Purchase:
  - a. NRWS is currently under a contract to sell the assets to an undisclosed buyer for a purchase price of \$25,000.00. NWRS will offer the same price to North Rhea.

- b. Said buyer has invested \_\_\_\_\_ in surveys, easements, etc. Said buyer confirmed through its attorney via email on October 2, 2023 that it will agree to terminate the contract with NRWS in exchange for reimbursement of its expenses in the amount of \_\_\_\_\_.
- c. NRWS owes a debt of \$26,000.00 to N and N Holdings, Inc. The rent payment of \$1,500.00 each month shall be applied to said debt, with the debt being paid in full within 18 months. If North Rhea elects to purchase NRWS prior to the payment of the 18<sup>th</sup> lease payment, North Rhea agrees to pay the balance on said debt to N and N Holdings, Inc. The debt is interest free.
8. Costs: North Rhea and NRWS will be solely responsible for and bear all of their own respective expenses, including, without limitation, expenses of legal counsel, accountant expenses, and expenses from any and all other advisors incurred at any time in connection with this Letter or in connection with pursuing or consummating the Option to Purchase.
9. As is: North Rhea leases or purchases NRWS "as is", with the knowledge hat it is an aging system with need repairs, with no express or implied warranties as to the conditions of the pipes, well, pump, easements, or appurtenances. The most recent water test from Eurofins Environmental Testing Southeast, LLC is attached hereto.
10. Binding Effect; Termination; Cross Default: Except as specifically stated herein as to Court Approval, this Letter is intended to be binding on the parties and their respective successors and assigns in all respects. This Letter may be terminated only by mutual written consent of the Buyers and NRWS.
11. Governing Law; Jurisdiction: The terms and provisions of this Letter will be governed by and construed in accordance with the laws of the State of Tennessee, without regard to conflicts of law rules. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of this Letter, shall be brought in Rhea County, Tennessee.

We, the undersigned, do hereby acknowledge receipt of this Letter of Intent and do hereby agree and bind ourselves to the terms herein.

\_\_\_\_\_  
Date

\_\_\_\_\_  
BRIDGET J. WILLHITE, Administrator CTA of  
Estate of Glenna Newport, Newport Resort  
Water System

LETTER OF INTENT/NORTH RHEA AND NRWS

NORTH UTILITY DISTRICT OF NORTH RHEA  
COUNTY, TENNESSEE

\_\_\_\_\_  
Date

By:\_\_\_\_\_

Its:\_\_\_\_\_

**Tennessee Public Utility Commission**

**IN RE: Joint Application of Limestone Water Utility Operating Company, LLC et al.**

**Docket No. 24-00034**

**EXHIBIT NO. 7**

**to ANSWERS OF CRYSTAL GILES AS OFFICE MANAGER FOR  
NORTH UTILITY DISTRICT OF RHEA COUNTY TO CONSUMER ADVOCATE'S  
FIRST SET OF DISCOVERY REQUESTS TO RHEA COUNTY, TENNESSEE AND  
NORTH UTILITY DISTRICT OF RHEA COUNTY**

# NORTH UTILITY DISTRICT OF RHEA COUNTY

P.O. BOX 1089  
Spring City, TN 37381

Phone (423) 365 2680

July 24, 2024

Bridget Willhite, Esq.  
Willhite & Mitchell, PLLC  
1 East Madison Avenue  
Athens, Tennessee 37371

Re: Newport Resort Water System

Dear Attorney Willhite,

It is our understanding that you are continuing to administratively oversee the operation of the Newport Resort Water System. We are aware that the Newport Resort Water System is financially stressed and has been unable to maintain a consistent quality of water to its customers for a great length of time long before you were appointed to try and maintain it as a viable utility.

North Utility District of Rhea County is the nearest utility district in Rhea County and would like to propose a merger with Newport Resort Water System. A merger is necessary to restore the financial stability of the system, insure continued operation, or otherwise ensure the well-being of the public being served by the utility system. A merger is in the best interest of Newport's customers and will not harm the customers of the North Utility District of Rhea County.

At this time, the Board would like to extend an offer of \$25,000.00 to purchase the assets of Newport Resort Water System and its customers and to immediately begin the process of obtaining permission for the merger. This offer will remain open for a period of Ninety (90) days from the date of this letter and will expire on October 22, 2024.

Please contact me at your earliest convenience to discuss the details of this letter.

Sincerely,



Villa Edwards Chairman,  
North Utility District of Rhea County

cc: Jim Vincent, County Executive of Rhea County, Tennessee



**Tennessee Public Utility Commission**

**IN RE: Joint Application of Limestone Water Utility Operating Company, LLC et al.**

**Docket No. 24-00034**

**EXHIBIT NO. 8**

**to ANSWERS OF CRYSTAL GILES AS OFFICE MANAGER FOR  
NORTH UTILITY DISTRICT OF RHEA COUNTY TO CONSUMER ADVOCATE'S  
FIRST SET OF DISCOVERY REQUESTS TO RHEA COUNTY, TENNESSEE AND  
NORTH UTILITY DISTRICT OF RHEA COUNTY**



**WILLHITE & MITCHELL, PLLC**

**ATTORNEYS AT LAW**

**Bridget J. Willhite**  
*Partner*

**James F. Mitchell III**  
*Partner*

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*www.wmlawfirm.net*

**August 12, 2024**

Ms. Villa Edwards  
Chairman  
North Utility District of Rhea County  
P.O. Box 1089  
Spring City, TN 37381

Re: Newport Resort Water System

Dear Chairman Edwards,

I am in receipt and I thank you for your correspondence dated July 24, 2024 regarding North Utility District of Rhea County's proposed merger with Newport Resort Water System. At this time, Newport Resort Water System is in a contract to be purchased by a third party, and the Tennessee Public Utility Commission is scheduled to make a final approval on September 9, 2024. You may reach out to the TPUC regarding your proposal, but I have no authority to enter into merger discussions at this time.

With best regards, I remain

Yours very truly,

WILLHITE & MITCHELL, PLLC

Bridget J. Willhite

BJW:mle

cc: Mr. Howard L. Upchurch – Via Email: [upchurchlaw@bledsoe.net](mailto:upchurchlaw@bledsoe.net)  
Ms. Sharon Reynolds Clark – Via Email: [s.clark@clarklawtn.com](mailto:s.clark@clarklawtn.com)  
Ms. Elizabeth Adams – Via Email: [elizabethadams@greerlawoffice.com](mailto:elizabethadams@greerlawoffice.com)