

August 7, 2026

26-00071

Tennessee Public Utility Commission
502 Deaderick Street, 4th Floor
Nashville, TN 37243

Request for Letter of Determination Regarding Certificate of Convenience and Necessity

Dear Members of the Commission:

Highland Lake Camp, Inc. respectfully requests that the Tennessee Public Utility Commission issue a Letter of Determination regarding whether the campground's proposed onsite wastewater systems require a Certificate of Convenience and Necessity.

Highland Lake Camp is a privately owned recreational campground located at 8240 Jennings Creek Highway in Red Boiling Springs, Tennessee. The campground is being developed on approximately 500 acres and will provide overnight accommodations and outdoor recreational opportunities for guests. The current phase of development includes six rental cabins and seven RV sites with full utility hookups.

Wastewater generated by the campground will be managed through multiple onsite septic systems designed and permitted in accordance with the requirements of the Tennessee Department of Environment and Conservation (TDEC). Each septic system will serve no more than seven cabins or no more than seven RV sites. All RV sites will have sewer connections to the applicable onsite system.

The wastewater systems will be privately owned, operated, and maintained by Highland Lake Camp, Inc. They will serve only the campground's facilities and guests located on property controlled by Highland Lake Camp, Inc. Wastewater services will not be offered to neighboring properties, off-site customers, or the general public. The wastewater systems are incidental to the operation of a private campground and are not intended to function as a public wastewater utility.

During TDEC's review of our wastewater permit application, we were asked to obtain a Letter of Determination from the Tennessee Public Utility Commission regarding whether a Certificate of Convenience and Necessity is required before TDEC can complete its review.

Based on the facts described above, Highland Lake Camp, Inc. respectfully requests that the Commission determine that the proposed onsite wastewater systems do not require a Certificate of Convenience and Necessity.

Enclosed are the following documents in support of this request:

- Exhibit A – Camp Site Plan
- Exhibit B – Property Location Map
- Exhibit C – Lease Agreement
- Exhibit D – TDEC correspondence requesting this determination

Thank you for your time and consideration. If additional information is needed, please feel free to contact me.

Respectfully,

Gary Caleb Davidson

President

Highland Lake Camp, Inc.

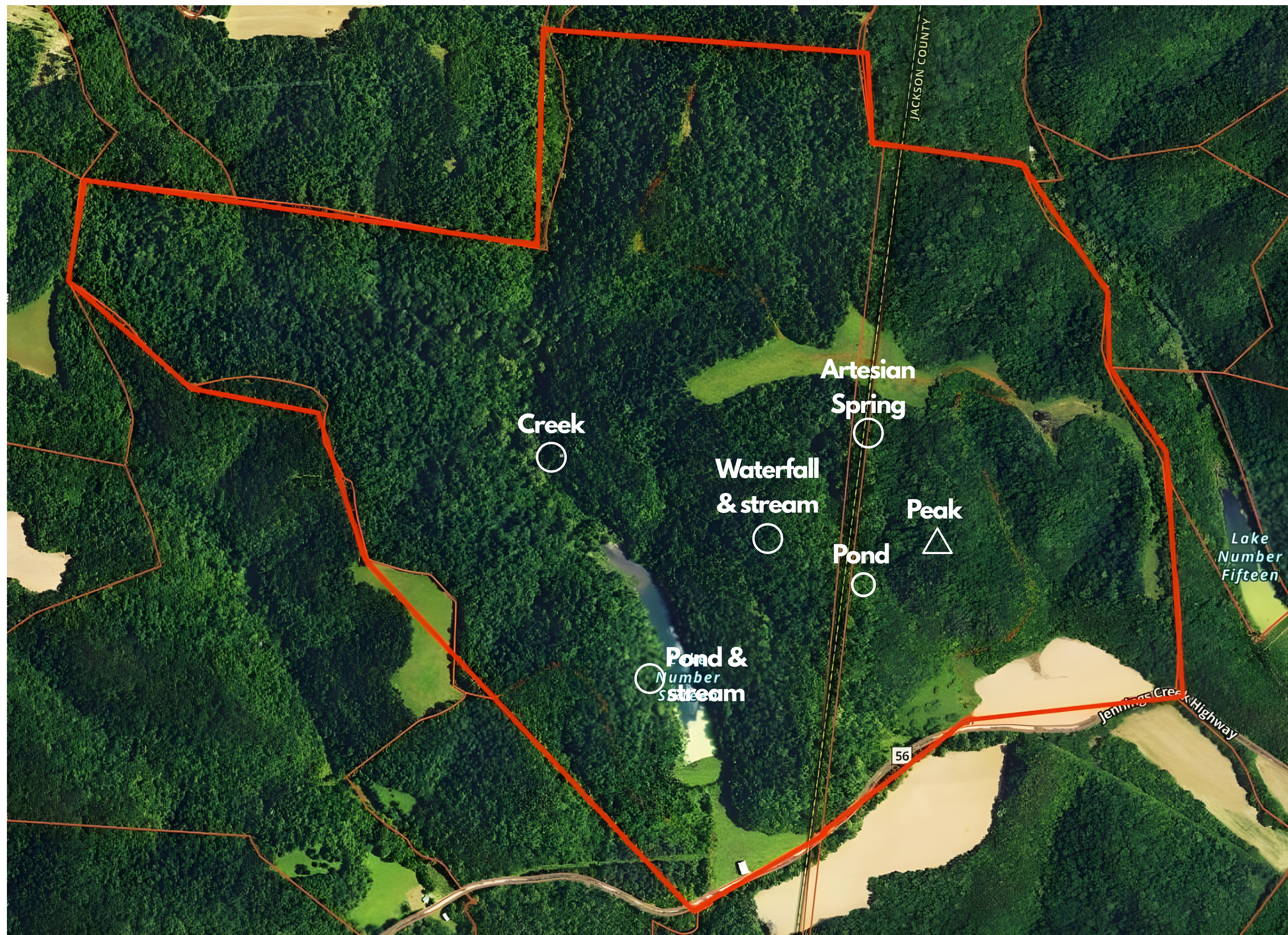
404 E. Hull Avenue

Gainesboro, TN 38562

(423) 646-0910

PHASE 1





JACKSON COUNTY

Creek
○

Waterfall
& stream
○

Artesian
Spring
○

Peak
△

Pond
○

Pond &
Number
stream
○

Lake
Number
Fifteen

Jennings Creek Highway

56

Ground Lease Agreement

THIS GROUND LEASE AGREEMENT ("Lease") is made and entered into as of September 25, 2025, by and between:

- Lessor: Joshua Abbotoy ("Lessor"), whose mailing address is [insert address], and
- Lessee: Highland Lake Camp Inc. ("Lessee"), a Tennessee corporation with principal office located at 404 E. Hull Ave., Gainesboro, TN 38562.

1. Premises

Lessor hereby leases to Lessee approximately 500 acres of real property located at 8240 Jennings Creek Highway, in Jackson and Macon Counties of Tennessee (the "Premises"), as more particularly described in Exhibit A (Legal Description), together with rights of access, utilities, and use consistent with this Lease.

2. Term

The term of this Lease shall commence upon the Go Live Date (as defined below) and continue for twenty (20) years (the "Term"), unless earlier terminated or extended pursuant to this Lease. Beginning on the date that is 20 years after the Commencement Date, this Lease shall become a year-to-year Lease, renewing automatically unless either party notifies the other in writing, one year in advance, of a termination (and, in the case of Lessor, the Buyout Price is paid to Lessee on the date of Termination).

The Go Live Date shall be the date on which Highland Lake Camp holds a first closing on its fundraiser, securing at least \$400,000 in gross investment proceeds.

3. Rent

Lessee shall pay Lessor Fifty Thousand Dollars (\$50,000.00) annually ("Base Rent"), payable in equal monthly installments of \$4,166.67 in advance on the first day of each month, with the first month prorated for an partial month.

4. Lease

1. Use of the Premises.

Lessee shall have the right to construct, operate, and maintain:

- Up to 35 cabins,
- Up to 20 recreational vehicle (RV) sites,
- An indoor pool;
- Ancillary infrastructure (roads, utilities, water, septic, support facilities , a camp store, a restroom laundry building, and pavilions),
- Use of the lake for recreational boating and fishing, and ancillary structural improvements

related to those purposes, and
-Construction of woodland trails and unimproved camping sites

Lessee shall use the Premises solely for operating a recreational camp and related purposes.

2. Utilities.

Lessee shall be solely responsible for arranging, installing, and paying for all utilities and services necessary for the operation of its business on the Premises, including but not limited to electricity, water, sewer/septic, propane, and internet/telecommunications. Lessor shall have no obligation to provide utilities.

3. Compliance with Laws.

Lessee shall comply with all applicable federal, state, and local environmental laws, regulations, and ordinances in connection with its use of the Premises. Lessee shall not discharge, dump, or store hazardous substances on the Premises, and shall promptly remediate any environmental contamination caused by its operations, at its sole expense.

4. Timber Rights.

All rights to timber, stone, minerals, and other natural resources on or under the Premises are expressly reserved to Lessor. Lessee shall not cut timber, harvest stone, or extract natural resources without Lessor's prior written consent, except as reasonably necessary for the construction and maintenance of Lessee's permitted improvements and trails.

5. Hunting Rights. Lessee and its customers shall have the right to use the Premises for recreational hunting, subject to compliance with all applicable laws and regulations. Lessor reserves for itself and its guests the right to hunt on the Premises in designated areas and at designated times, as agreed in advance by the parties. The parties shall coordinate in good faith to avoid conflicts in hunting activities.

5. Improvements

Lessee shall, at its sole cost and expense, construct the improvements described in Section 4.

All improvements shall remain the property of Lessee during the Term.

Upon expiration or termination of this Lease (except for a termination pursuant to the second paragraph of Section 11), Lessor shall purchase from Lessee all improvements for the Buyout Price determined in Exhibit C.

Any calculation of Buyout Price shall follow the verification procedures in Exhibit C. Lessor's obligation to make any Buyout payment shall be conditioned upon Lessee's compliance.

6. Maintenance and Repairs

Lessee shall, at its sole cost, maintain the Premises and all improvements in good condition and repair throughout the Term. Lessee shall ensure that the operations of its business shall be consistent

with industry standard for hospitality properties and shall not create a nuisance with excess trash or other nuisances that would interfere with Lessor's enjoyment of its reserved rights.

7. Taxes and Insurance

Lessee shall be responsible for all real estate taxes attributable to the Premises and all personal property taxes relating to improvements.

Lessee shall maintain commercial general liability insurance in amounts not less than \$2,000,000 per occurrence, naming Lessor as an additional insured. Lessee shall maintain adequate liability insurance naming Lessor as an additional insured in the event that Lessee permits one of its customers to hunt on the Premises.

8. Compliance with Laws

Lessee shall comply with all applicable laws, ordinances, zoning codes, environmental rules, and other regulations affecting the Premises and its use.

9. Assignment and Subletting

Lessee shall not assign this Lease or sublet any portion of the Premises without Lessor's prior written consent, which shall not be unreasonably withheld.

10. Default

Failure of either party to comply with the terms of this Lease after thirty (30) days' written notice and opportunity to cure shall constitute a default, entitling the non-defaulting party to pursue remedies available at law or equity.

11. Termination and Surrender

This Lease shall remain in full force and effect during the Term, unless terminated by Lessee for convenience with 1 year's prior written notice or terminated by Lessor after material, uncured breach of this Lease by Lessee. For purposes of this Lease, a material, uncured breach shall be deemed to have occurred if at any time Lessee is delinquent on lease payments for four past months.

In the event that Lessee terminates for convenience, or Lessor terminates for cause, then this Lease shall be terminated and all improvements shall revert to the Lessor without any need to pay the Buyout Price.

Promptly upon the expiration of the Term, Lessee shall vacate the Premises, leaving all improvements in place, and receive payment from Lessor for improvements as provided in Exhibit C.

12. Force Majeure

Neither party shall be liable for any failure or delay in the performance of its obligations under this Lease (other than obligations to pay money) if such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, fire, flood, storm, earthquake, epidemic, pandemic, war, terrorism, labor disputes, or governmental orders ("Force Majeure Event"). The party affected shall provide notice to the other within thirty (30) days of the occurrence of the Force Majeure Event, and the time for performance shall be extended for the period of the delay caused by the Force Majeure Event.

13. Miscellaneous

Governing Law: This Lease shall be governed by the laws of the State of Tennessee.

Entire Agreement: This Lease contains the entire agreement between the parties and may not be amended except in writing signed by both parties.

Counterparts: This Lease may be executed in counterparts, each deemed an original.

14. Reserved Rights of Lessor

Lessor shall retain the right of access to and use of certain designated portions of the Premises (the "Reserved Areas"), as mutually identified in Exhibit D (Reserved Areas Map), for the purposes of:

- Agricultural activities, including planting, harvesting, and grazing, and ancillary structures necessary for such agricultural activities;
- Construction, maintenance, or operation of now more than two (2) residences unrelated to Lessee's operations;
- Access to any retained utilities, rights-of-way, or easements benefiting Lessor's adjoining property.

Lessor's activities within the Reserved Areas shall not materially or unreasonably interfere with Lessee's use and enjoyment of the Premises. The parties shall cooperate in good faith to schedule and coordinate their respective activities to avoid conflicts. Lessor shall provide Lessee with not less than ten (10) days' notice of any significant construction or agricultural operations.

Signatures

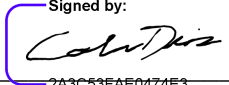
Lessor:

Signed by:

1C372FCCD02845A...
Joshua Abbotoy

Lessee:

Highland Lake Camp Inc.

Signed by:

By: 2A3C53FAE0474E3...
Name: Caleb Davidson
Title: CEO

8240 Jennings Creek Hwy - Jackson Co. Inbox x

Angelle Conatser <Angelle.Conatser@tn.gov>
to me, Richard, Olivia ▾

Tue, Sep 9, 2025, 11:06 AM ★ 🗨️ ↩️ ⋮

Good morning,

We spoke last week about the commercial septic permit that you have applied for and I haven't received an email from you with any of the plans as discussed. Because the daily flow for this project exceeds 750 gallons per day, the system will have to be engineer designed. The design submittal from the engineer should include the following:

1. All site plans and details for the system that is being designed
2. A copy of the soil map done by a licensed soil scientist
3. Calculations for the system being designed
4. Class V underground injection permit through UIC
5. A Letter of Determination

Contact for the Letter of Determination: cole.mccormick@tn.gov
Link to the UIC permit page: [Underground Injection Control Permit](#)

If you or your engineer has any questions about what is required in the submittal please let me know.

Thank you,
Angelle



Angelle Conatser
Environmental Protection Specialist II
Cookeville Environmental Field Office
Cookeville, Tennessee 38508
C. 931-952-8081 O. 931-520-6688
Angelle.Conatser@tn.gov

Tell us how we're doing! Please take 5-10 minutes to complete [TDEC's Customer Service Survey](#).