

This instrument was prepared by:  
Tennessee Department of Environment and Conservation  
Division of Water Pollution Control  
7<sup>th</sup> Floor Annex, 401 Church Street  
Nashville, TN 37243-1538

Connie W. Bell, Register	
Montgomery County Tennessee	
Rec #: 200738	Instrument #: 838261
Rec'd: 35.00	Recorded
State: 0.00	10/26/2009 at 2:06 PM
Clerk: 0.00	in Volume
EDP: 2.00	1307
Total: 37.00	Pgs 659-665

### NOTICE OF LAND USE RESTRICTIONS

Notice is hereby given that pursuant to Tennessee Code Annotated(T.C.A.) Section 68-212-225, the Commissioner of the Tennessee Department of Environment and Conservation ("TDEC") has determined that land use restrictions are an appropriate remedial action at the below-described property. Pursuant to T.C.A. Section 68-212-225(d) the register of deeds shall record this Notice and index it in the grantor index under the names of the owners of the property.

#### WITNESSETH:

**WHEREAS, City of Clarksville (Grantor), is the owner of the real property described in a Deed of record with the Montgomery County Register of Deeds, Deed Ref: ORV 1272; Pages 1089 - 1091; Tax Map 124; Parcel 84, herein after referred to as the "Property"; and,**

**WHEREAS, on or about June 1, 2009 the Commissioner of the Department of Environment and Conservation (TDEC) issued Aquatic Resource Alteration Permit (ARAP) Number NRS 08-280 to Grantor; and,**

**WHEREAS, the referenced ARAP requires that certain uses of the Property be restricted.**

**NOW, THEREFORE,** in consideration of the foregoing, the Grantor hereby declares that the Property should be held, sold, and conveyed subject to the following land use restrictions. Said land use restrictions shall run with the land and shall be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof and to TDEC and the respective successors and assigns of such parties:

#### Land Use Restrictions:

- A. (Vegetation) There shall be no removal, destruction, cutting, trimming, mowing, alteration or spraying with biocides of any vegetation, nor any disturbance or change in the natural habitat in any manner. There shall be no planting or introduction any vegetation other than that described in the Aquatic Resource Alteration Permit NRS # 08-280 for this project.
- B. (Uses) There shall be no agricultural, commercial, or industrial activity undertaken or allowed; nor shall any right of passage across or upon the Protected Property be allowed or granted if that right of passage is used in conjunction with agricultural, commercial activity.
- C. (Animals) No dogs, cats, or other domestic or exotic animals be raised on the Protected Property.

- D. (Topography) There shall be no filling, excavating, dredging, mining, or drilling; no removal of topsoil, sand, gravel, rock, minerals or other materials, nor any dumping of ashes, trash, garbage, or of any other material, and no changing of the topography of the land in any manner except as to fulfill the conditions of the permit.
- E. (Building) There shall be no construction or placing of buildings, mobile homes, advertising signs, billboards, or other structures.
- F. (Roads) There shall be no building of new roads or any other rights of way nor widening of existing roads.
- G. (Waters) There shall be no disruption of flow pattern by damming, dredging or construction in any free flowing water body, nor construction of any weirs, groins nor dikes in any marshland, nor any manipulation or alteration of natural water courses, fresh water lake and pond shores, marshes, or other water bodies nor any activities or uses detrimental to water purity except as to fulfill the conditions of the permit.
- H. (Vehicles) There shall be no operation of dune buggies, motorcycles, all terrain vehicles, or any other types of motorized vehicles.
- I. (Construction) There shall be no construction or placing of temporary or permanent buildings, docks, bridges, piers or other structures.

**Enforcement:**

Any owner of the land or any unit of local government having jurisdiction over any part of the subject property may enforce this Notice of Land Use Restrictions by means of a civil action. The Commissioner of TDEC may enforce this Notice of Land Use Restrictions through the issuance of an Administrative Order or by means of a civil action, including one to obtain an injunction against present or threatened violations of the restriction. Pursuant to T.C.A. Section 68-212-213, any person who fails, neglects or refuses to comply with a land use restriction commits a Class B misdemeanor and is subject to the assessment of a civil penalty of up to ten thousand dollars (\$10,000) per day.

**Term:**

This Notice of Land Use Restrictions shall run with and bind the Property unless/until this Declaration shall be made less stringent or canceled as set forth under the paragraph entitled "Amendment and Termination."

**Amendment and Termination:**

This Notice of Land Use Restrictions may be waived, amended, modified, or terminated at any time by the Commissioner of TDEC for cause. No amendment to of this Notice of Land Use Restrictions shall be effective until such amendment or instrument terminating

this Notice of Land Use Restrictions is recorded in the Register's Office for Montgomery County, Tennessee.

**Severability:**

Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 26<sup>th</sup> day of October, 2009.

Johnny Piper  
Grantor

STATE OF TENNESSEE  
COUNTY OF MONTGOMERY

Personally appeared before me, the undersigned, a Notary Public having authority within the State aforesaid, Johnny Piper with whom I am personally acquitted, and who acknowledged that he executed this instrument for the purposes herein contained, and that he is authorized to execute this instrument.

WITNESS my hand, at office, this 26<sup>th</sup> day of October, 2009.

Debra H Johnson  
Notary Public

My Commission Expires: 10-12-11

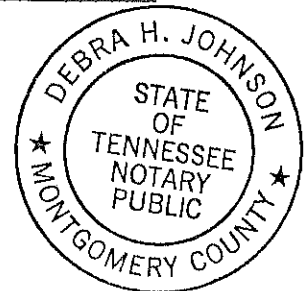


Exhibit A  
WARRANTY DEED

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills to:
City of Clarksville Dept of Finance & Rev One Public Square Clarksville, TN 37040	124-84	SAME
This Instrument Was Prepared By: Jana Sharpe Olson, Attorney, OLSON & OLSON, PLLC, 112 S. Second Street, Clarksville, Tennessee 37040		

GENERAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, the receipt and sufficiency of such payment being hereby acknowledged, HOMER L. HODGES and BARBARA M. HODGES, husband and wife ("Grantor"), have bargained and sold, and by these presents do transfer and convey unto the CITY OF CLARKSVILLE, a Tennessee Municipal Corporation ("Grantee"), to be held by the Grantee, Grantee's heirs, successors and assigns, all of Grantor's right, title, and interest in and to certain land located in the Sixteenth (16th) Civil District of Montgomery County, Tennessee, to-wit:

TRACT 1: Being a parcel of land in the 16<sup>th</sup> Civil District of Montgomery County, Tennessee, said parcel being of record in Official Record Volume 164, Page 13, of the Register's Office for Montgomery County, Tennessee, said parcel also being generally described as south of and adjacent to the Cumberland River and north of and adjacent to Lock B Road South.

Beginning at an iron pin old, (a ½" rebar capped DBS & Associates), said pin being a corner of the Terry W. Adams, Etux Property being of record in ORV 1013, Page 1822 ROMCT, said pin also being the northeastern corner of Tract 2 of said Homer L. Hodges property, said pin also being in the southwestern right of way of said Lock B Road South, said pin also bearing Tennessee State Plane Coordinates with a northing of 761240.6833 and an easting of 1588883.3694 North American Datum 83,

Thence, crossing said Lock B Road South, North 02 degrees 03 minutes 20 seconds East for a distance of 62.93 feet to an iron pin new, (a ½" rebar capped DBS & Associates), said pin being THE TRUE POINT OF BEGINNING.

Thence, North 08 degrees 53 minutes 33 seconds East, along the east line of lands of the US Government and with a fence a distance of 186.09 feet to a 1" iron rod found;

Thence, North 59 degrees 51 minutes 52 seconds East, along the said US Government's east line and continuing with said fence a distance of 279.43 feet to the low water mark of the Cumberland River and passing a 15" hackberry tree at a distance of 182.59 feet;

Thence, Eastwardly, along the meanders of the low water mark of the Cumberland River having a witness line of South 51 degrees 20 minutes 27 seconds East, a distance of 1922.82 feet to the west line of lands of William E Freeman;

Thence, South 31 degrees 18 minutes 02 seconds West, along said Freeman's west line a distance of 486.32 to the north right of line of said Lock B Road South, and passing over a ½" rebar with DBS cap set at a distance of 100.41 feet, witness a ½" rebar with DBS cap set South 31 degrees 18 minutes 02 seconds West at a distance of 39.72 feet;

Connie W. Bell, Register	
Montgomery County Tennessee	
Doc #: 187942	Instrument #: 815415
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SDP: 2.00	1272
Total: 17.00	Pgs 1089-1091

Thence, North 49 degrees 36 minutes 34 seconds West, along the north line of said Lock B Road South, a distance of 1994.70 feet to the true point of beginning and containing 21.42 acres more or less.

TRACT 2: Being a parcel of land in the 16<sup>th</sup> Civil District of Montgomery County, Tennessee, said parcel being of record in Official Record Volume 164, Page 13, of the Register's Office Montgomery County Tennessee, said parcel also being generally described as south of and adjacent to the Cumberland River and north of and adjacent to Lock B Road South.

Beginning at an iron pin old, (a ½" rebar capped DBS & Associates), said pin being a corner of the Terry W. Adams, Et Ux Property being of record in ORV 1013, Page 1822 ROMCT, said pin also being the northeastern corner of Tract 2 of said Homer L. Hodges property, said pin also being in the southwestern right of way of said Lock B Road South, said pin also bearing Tennessee State Plane Coordinates with a northing of 761240.6833 and an easting of 1588883.3694 North American Datum 83,

Thence, South 49 degrees 36 minutes 34 seconds East, along the south right of way line of said Lock B Road South a distance of 1963.56 feet to the west line of lands of William E. Freeman being of record in ORV, 421, Page 712 ROMCT, witness a ½" rebar with DBS cap set North 31 degrees 18 minutes 02 seconds East at a distance of 11.03 feet;

Thence, South 31 degrees 18 minutes 02 seconds West, along said Freeman's west line a distance of 723.12 feet to a ½" rebar with TWRA cap found at the northeast corner of State of Tennessee Property being of record in ORV 1151, Page 1937 ROMCT;

Thence, North 44 degrees 24 minutes 04 seconds West, along said State of Tennessee's north line a distance of 1749.57 feet to a ½" rebar with TWRA cap found on the east line of Terry W Adams Etux Property being of record in ORV 1013, Page 1822 ROMCT;

Thence, North 09 degrees 15 minutes 01 seconds East, along said Adam's east line a distance of 648.70 feet to the point of beginning and containing 26.59 acres of land more or less.

Tract 1 and Tract 2 being the same property conveyed to Homer L. Hodges and Barbara M. Hodges by deeds of record in ORBV 1129, Page 2314, and ORBV 164, Page 13, Register's Office for Montgomery County, Tennessee.

TO HAVE AND TO HOLD the said tract of land, with its appurtenances, estate, title and interest thereto, belonging to said Grantee, their heirs, successors and assigns, forever; and Grantor does covenant with said Grantee that Grantor is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, except for: (1) 2009 taxes associated with this property which Grantee assumes; (2) Flowage easement conveyed to the United States of America by deed of record in Deed Book 151, Page 114, Register's Office for Montgomery County, Tennessee; (3) Property conveyed to United States of America as and for a portion of its lock site for Lock B by deed recorded in Deed Book 48, Page 157, Register's Office for Montgomery County, Tennessee; (4) A perpetual easement conveyed to the United States of America over an area of 1.49 acres of the river bank adjacent to said lock site by deed recorded in Deed Book 81, Page 371, Register's Office for Montgomery County, Tennessee; (5) Greenbelt Assessment of record in ORBV 453, Page 559,

Register's Office for Montgomery County, Tennessee; (6) The nature or extent of riparian rights; (7) Rights of U.S.A., the State of Tennessee, and the public generally below the mean high water mark of the Cumberland River; (8) Easement for the flow of the Cumberland River.

Grantor does further covenant and bind himself, his heirs, successors and assigns, to warrant and forever defend the title to said land to said Grantee, his heirs, successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has executed this Deed this 31st day of March, 2009.

"GRANTOR"

Homer L. Hodges  
HOMER L. HODGES

Barbara M. Hodges  
BARBARA M. HODGES

STATE OF TENNESSEE )  
COUNTY OF MONTGOMERY )

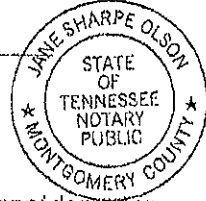
Personally appeared before me, Jane Sharpe Olson, a Notary Public of this county, HOMER L. HODGES and BARBARA M. HODGES, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand of office on this the 31st day of March, 2009.

Jane Sharpe Olson  
NOTARY PUBLIC

My Commission Expires: 6/15/10

STATE OF TENNESSEE )  
COUNTY OF MONTGOMERY )



I hereby swear or affirm that the actual consideration for this transfer or the value of the property transferred, whichever is greater, is \$ EXEMPT which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

William R. [Signature]  
AFFIRANT

SWORN TO AND SUBSCRIBED before me, a Notary Public, on this the 27th day of March, 2009.

Debra H. Johnson  
NOTARY PUBLIC

My Commission Expires: 10-12-11

9001/wdeed

