

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

Connie W. Bell, Register
Montgomery County Tennessee
Rec #: 200738 Instrument #: 838262
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Total: 37.00 Pgs 666-672

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 1086 - 1088; Tax Map 130; Parcel 5.00, 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 26th day of October, 2009.

[Signature]
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 26th day of October, 2009.

[Signature]
Notary Public

My Commission Expires: 10-12-11

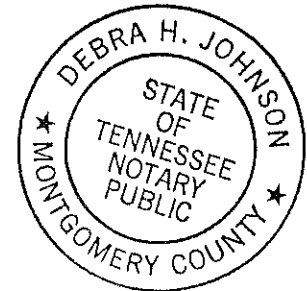


Exhibit A
Warranty Deed

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills to:
City of Clarksville	130-5.00	SAME
Dept of Finance & Rev		
One Public Square		
Clarksville, TN 37040		

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, ROBERT N. GRIMES and LINDA SUE GRIMES, 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:

Being a tract of land located in the 16th Civil District of the City of Clarksville, County of Montgomery, TN, said tract being more fully described as being located south of the Cumberland River, west of Shelton Ferry Road, being more fully described as being located south of and adjacent to Southside Road, said tract being more particularly described as follows;

Beginning at an iron pin in the south right of way of said Southside Road, said point (N:754713.9187, E:1590644.9157) of beginning being further described as the northeast corner of the Tennessee Wildlife property as recorded in ORV 270, Page 1176 R.O.M.C.T. and the northwest corner of herein described tract;

Thence along the south right of way of said road, North 65 degrees 12 minutes 49 seconds East for a distance of 442.20 feet to an iron pin, said pin being the southwest corner of the Grafton Dickson property, as recorded in ORV 133, Page 181 R.O.M.C.T.;

Thence leaving said right of way along the south property line of said Dickson property, North 72 degrees 57 minutes 49 seconds East for a distance of 528.00 feet to a t-post set, said t-post (N:755053.8339, E:1591551.0499) being the northeast corner of herein described tract;

Thence along the west property line of said Dickson property, South 20 degrees 28 minutes 49 seconds East for a distance of 415.40 feet to a TRWA sign, said sign also being the southwest corner of said Dickson property, also being the north corner of the State of Tennessee property, as recorded in ORV 1249, Page 1862 R.O.M.C.T.;

Thence along the west property line of said State of TN property, South 19 degrees 47 minutes 41 seconds East for a distance of 825.00 feet to an iron pin set;

Thence continuing along said west property line, South 31 degrees 47 minutes 41 seconds for a distance of 281.46 feet to a t-post set;

Connie W. Bell, Register
 Montgomery County Tennessee
 Rec #: 167942 Instrument #: 015414
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Thence leaving said State of TN property along the north property line of the Tennessee Wildlife Res. Property, as recorded in ORV 1027, Page 2391 R.O.M.C.T., South 83 degrees 21 minutes 20 seconds West for a distance of 110.44 feet to a t-post set;

Thence continuing along the north property line of said Wildlife property, North 37 degrees 46 minutes 01 seconds West for a distance of 156.19 feet to an iron pin new;

Thence continuing along the north property line of said Wildlife property, North 30 degrees 08 minutes 02 seconds West for a distance of 206.93 feet to an iron pin new;

Thence continuing along the north property line of said Wildlife property, North 34 degrees 32 minutes 56 seconds West for a distance of 298.24 feet to an iron pin new;

Thence continuing along the north property line of said Wildlife property, North 36 degrees 40 minutes 45 seconds West for a distance of 484.91 feet to an iron pin new;

Thence continuing along the north property line of said Wildlife property, North 53 degrees 53 minutes 19 seconds West for a distance of 141.20 feet to an iron pin;

Thence continuing along the north property line of said Wildlife property, South 88 degrees 38 minutes 59 seconds West for a distance of 216.04 feet to an iron pin;

Thence continuing along the north property line of said Wildlife property, South 67 degrees 46 minutes 39 seconds West for a distance of 455.96 feet to an iron pin, said pin being the west property corner of herein described tract;

Thence continuing along the north property line of said Wildlife property, North 09 degrees 52 minutes 32 seconds East for a distance of 238.21 feet to the point of beginning.

Said tract-containing 11.99 acres more or less. Being the same property conveyed to Robert N. Grimes and Linda Sue Grimes by deed of record in ORBV 270, Page 176, 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, its 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) Greenbelt Assessment of record in ORBV 451, Page 1829, Register's Office for Montgomery County, Tennessee; (4) The nature or extent of riparian rights; (5) Rights of U.S.A., the State of Tennessee, and the public generally below the mean high water mark of the Cumberland River; and (6) 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 31 day of March, 2009.

"GRANTOR"
Robert N. Grimes
ROBERT N. GRIMES

Linda Sue Grimes
LINDA SUE GRIMES

STATE OF TENNESSEE)
COUNTY OF MONTGOMERY)

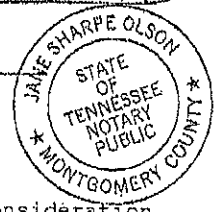
Personally appeared before me, Jane Sharpe Olson, a Notary Public of this county, ROBERT N. GRIMES and LINDA SUE GRIMES, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein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

Witness my hand of office on this the 31 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.

[Signature]
AFFIANT

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

