

## Appendix H

Prepared by:

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DECLARATION OF RESTRICTIVE COVENANTS  
AND  
AGREEMENT

THIS DECLARATION OF RESTRICTIVE COVENANTS AND AGREEMENT is hereby made and entered into by and between GGP, LLC, a Tennessee Limited Liability Corporation (sometimes hereinafter referred to as "Owner") and the TENNESSEE VALLEY AUTHORITY, a corporation created and existing under an Act of Congress known as the Tennessee Valley Authority Act of 1933 (sometimes hereinafter referred to as "TVA"), as legal agent of the United States of America.

WITNESSETH:

WHEREAS, the Owner owns certain real property located in Perry County, Tennessee, described as being Lots 152, 153 and 154 of White Oak Landing Development as shown on a plat map of record in Cabinet \_\_\_\_, Page \_\_\_\_, in the Perry County, Tennessee, Register of Deeds Office, and conveyed to the Owner and being described in Deed dated August 17, 2007, from LGI LAND TN, LLC filed of record in Deed Book D-4, Page 892, in the office of the Register of Perry County, Tennessee; and

WHEREAS, TVA is a governmental entity with the power to regulate the use and development of the waters of Kentucky Reservoir by virtue of the authority delegated to it under Section 26a of the TVA Act; and

WHEREAS, Lots 152, 153 and 154 are adjacent to waters in the custody and control of TVA; and

WHEREAS, the United States of America acting by and through its authorized agent TVA, acquired a flowage easement dated May 3, 1943, from William Guy Monroe, et al., and identified in the land records of TVA as GIR-7909F, of record in Deed Book R-18, page 267, in the office of the Register of Perry County, Tennessee, which affects a portion of said Lots 152, 153 and 154; and

WHEREAS, the Owner desires to place riprap along the banks of said Lots 152, 153 and 154, and place utility lines and a gravel roadway near Lots 152, 153 and 154 and has made application to TVA for a permit to develop said lots for recreational use in accordance with Section 26a of the TVA Act; and

WHEREAS, the Owner has agreed that a portion of said Lots 152, 153 and 154 as shown on the survey description and plat which are attached herein and made a part hereof (hereinafter referred to as "Archaeological Area") shall be preserved for natural resource conservation purposes in order to protect and maintain the scenic and natural beauty of said land, and that the Archaeological Area shall remain in its natural condition and there shall be no clearing, vegetation disturbance, or other alteration of said land unless approved in advance and in writing by TVA; and

WHEREAS, it is in the best interest of the Owner, its successors and assigns, that certain restrictive covenants governing and regulating the use and occupancy of Lots 152, 153 and 154 be established, set forth, and declared to be covenants running with the land; and

WHEREAS, the Owner has agreed to place certain restrictive covenants upon Lots 152, 153 and 154, and in exchange, TVA has agreed to approve the 26a permit to develop said lots, and it is the desire of the parties to set forth their mutual understanding regarding said exchange.

NOW, THEREFORE, for and in consideration of the premises, and of the benefits to be derived by the Owner and TVA, as legal agent of the United States of America, and the mutual desire of the parties to have an amicable and specific understanding regarding the matters set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner does hereby set up, establish, promulgate and declare, and the parties hereby agree, as follows:

Owner covenants and agrees on behalf of itself, its successors, and assigns, that the following shall constitute real covenants which shall attach to and run with Lots 152, 153 and 154 of White Oak Landing Development and which shall also be binding upon anyone who may hereafter come into ownership thereof, whether by purchase, devise, descent, or succession:

- A. Owner shall have and hereby reserves to and for itself, its successors and assigns, the right to develop Lots 152, 153, and 154 for recreational use in accordance with plans which have been approved in advance and in writing by TVA.
- B. No land-disturbing activities shall be conducted on said Archaeological Area and no improvements of any nature shall be placed, constructed, located, or otherwise maintained thereon, including but not limited to fill material of any type and concrete pads for the purpose of parking recreational vehicles on said lots. There shall be no excavation, reshaping or sloping operations conducted along the river bank fronting Lots 152, 153, and 154. In addition, removal of vegetation on Lots 152, 153, and 154 and along the river bank will be limited to that cut above-ground and by hand. All work will be conducted during dry conditions.
- C. Owner will not disturb or alter in any way the existing state of any archaeological sites, human remains, funerary objects, sacred objects, objects of cultural patrimony, or any other archeological resources which may be discovered or identified on Lots 152, 153 and 154. Upon the discovery of any such items, Owner shall immediately stop all activity in the area of the discovery, make a reasonable effort to protect such items, and notify TVA's Kentucky Watershed Team office by telephone at (731) 641-2000. Owner shall also provide written notification of such discovery to TVA's Kentucky Watershed Team, 2835-A East Wood Street, WTB 1A, Paris, Tennessee 38242-5948. Owner will not resume work in the area of the discovery until approved by TVA.

These restrictive covenants shall become effective upon the recordation of this instrument and shall run with the land and shall be binding on all persons claiming by, through, or under the Owner and TVA for a period of thirty (30) years after the recordation of this instrument, at which time said covenants shall be automatically extended for successive period of thirty (30) years unless otherwise approved in advance and in writing by TVA.

Owner and TVA and/or the United States of America may enforce the covenants contained herein by bringing an action or actions at law or in equity against any person, persons, entity, or entities violating or attempting to violate any such covenant, either to restrain violation or to recover damages therefore, or both. Furthermore, if Owner breaches such covenants, in addition to any other remedies provided at law, TVA may revoke any permits issued to Owner in accordance with Section 26a of the TVA Act, and any unauthorized land-disturbing activities may be remedied by TVA at the Owner's expense.

Invalidation of any of these covenants and agreement, or any portion thereof, by judgment or court order shall in no way affect any of the other provisions, or any portion thereof, which shall remain in full force and effect. To this end, the provisions of this Declaration and Agreement are declared to be severable.

IN WITNESS WHEREOF, GGP, LLC, a Tennessee Limited Liability Corporation, has caused this instrument to be executed by its duly authorized officer this the 30th day of January, 2009 and the TENNESSEE VALLEY AUTHORITY, as legal agent of the United States of America, has caused this instrument to be executed by its duly authorized officer this the 30th day of January, 2009.

GGP, LLC

By Jan Mann  
January 30th, 2009

TENNESSEE VALLEY AUTHORITY  
as legal agent of the United States of America

\_\_\_\_\_  
Daisy A. Snipes  
Manager, Realty Services

STATE OF TENNESSEE  
COUNTY OF DECATUR

Before me, the undersigned, a Notary Public, in and for said State and County, personally appeared Jon Corrales, with whom I am personally acquainted, and who upon his oath acknowledged himself to be the Manager of GGP, LLC, and who acknowledged that he executed the foregoing instrument for the purposes therein contained by signing the name of GGP, LLC, by himself as such officer.

WITNESS my hand and official seal at office in Decatur County, Tennessee, this the 30th day of January, 2009.

Sharon K. Pratt  
Notary Public

My commission expires January 26, 2010.



STATE OF TENNESSEE        )  
                                          ) SS  
COUNTY OF HAMILTON     )

On the \_\_\_\_ day of \_\_\_\_\_, 2009, before me appeared DAISY A. SNIPES to me personally known, who, being by me duly sworn, did say that she is the Manager, Realty Services of the TENNESSEE VALLEY AUTHORITY, a corporation, and that said instrument was signed, and delivered on behalf of said corporation, by authority of its Board of Directors, and as legal agent for the UNITED STATES OF AMERICA; and said DAISY A. SNIPES acknowledged said instrument to be the free act and deed of the UNITED STATES OF AMERICA, as principal, and the TENNESSEE VALLEY AUTHORITY, as its agent.

WITNESS my hand and official seal of office in Chattanooga, Tennessee, the day and year aforesaid.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

DESCRIPTION OF ARCHAEOLOGICAL AREA 40PY293  
Located in Perry County, Tennessee

Beginning at a point in the eastern line of Lot 155 and the western line of Lot 154 of the White Oak Landing Development, said point being located South 55 degrees 53 minutes 28 seconds West for a distance of 116.32 feet from a magnail near the center of a culdesac at the eastern end of an existing paved road; thence North 89 degrees 10 minutes 59 seconds East for a distance of 131.45 feet; thence South 77 degrees 19 minutes 06 seconds East for a distance of 30.72 feet to a point in the southwestern line of Lot 151 and the northeastern line of Lot 152; thence South 45 degrees 59 minutes 06 seconds East for a distance of 26.98 feet; thence South 08 degrees 08 minutes 56 seconds East for a distance of 25.34 feet; thence South 22 degrees 25 minutes 49 seconds West for a distance of 26.26 feet; thence South 47 degrees 19 minutes 06 seconds West for a distance of 44.65 feet; thence North 87 degrees 13 minutes 51 seconds West for a distance of 76.03 feet; thence North 64 degrees 34 minutes 32 seconds West for a distance of 89.64 feet; thence North 14 degrees 05 minutes 23 seconds East for a distance of 62.98 feet to the point of beginning, containing 16,910 square feet, 0.388 acre.

## Appendix I

## Special Conditions

1. A copy of this permit must be available at the site. All contractors must be aware of its conditions and abide by them.
2. The work must be performed in accordance with the plans attached to this permit. This office must approve any changes to the plans.
3. The permittee shall institute and maintain erosion and sediment control measures for the life of the project and all disturbed areas shall be properly seeded, or otherwise stabilized as soon as practicable to prevent erosion.
4. The work must be performed during expected low flow periods and all equipment must be kept out of the water.
5. The disturbance to riparian vegetation must be kept to a minimum during construction to reduce bank erosion.
6. The lots 152, 153 and 154 of White Oak Landing Development would not be altered. No land-disturbing activities would be conducted and no improvements of any nature would be placed, constructed, located or otherwise maintained, including but not limited to fill material of any type, including concrete pads for the purpose of parking recreational vehicles. There would be no excavation, reshaping or sloping operation conducted along the river bank fronting lots 152, 153 and 154.
7. The permittee shall not place riprap bank stabilization between Tennessee River Miles 151.5-152.5 on the right descending bank and avoid placing riprap bank stabilization in Powell Branch, instead placing riprap bank stabilization at the mouth of Powell Branch.
8. The permittee shall relocate the two launching ramps to the right descending bank of the main channel of the river at Tennessee River Miles 149.1 and 149.9.
9. The permittee shall notify this office (Corps of Engineers-Regulatory Branch) along with TVA's Cultural Resources Office and the Tennessee Historical Commission **immediately** if archeological resources are discovered during construction.
10. The permittee shall use clean quarry blasted limestone riprap.
11. The permittee shall notify this office two week before work commences on the riprap.