



**CLARKSVILLE CITY COUNCIL  
SPECIAL SESSION  
October 5, 2021, 4:30 P.M.**

**CITY COUNCIL  
CHAMBERS106  
PUBLIC SQUARE  
CLARKSVILLE TN 37040**

**AGENDA**

- 1) CALL TO ORDER *Mayor Joe Pitts*
- 2) PRAYER *Councilperson Ashlee Evans*
- 3) PLEDGE OF ALLEGIANCE *Councilperson Brian Zacharias*
- 4) ATTENDANCE *City Clerk*
- 5) ROBINSON V. CITY
  1. **ORDINANCE 45-2021-22** (First Reading) Approving a settlement of the Robinsonsand/or Franklin Street Corporation (FSC) v. City State Court and Federal Court lawsuits *Councilperson Butler*
- 6) ADJOURNMENT

ORDINANCE 45-2021-22

A ORDINANCE APPROVING A SETTLEMENT OF THE ROBINSONS AND / OR FRANKLIN STREET CORPORATION (FSC) v. CITY STATE COURT AND FEDERAL COURT LAWSUITS

*WHEREAS*, the City has been sued by Jeff and Sherri Robinson and / or the Franklin Street Corporation, which corporation is owned by them, in three separate lawsuits, styled as follows:

Jeffrey Robinson, Sherri Robinson and Franklin Street Corporation, Plaintiffs, v. City of Clarksville, Defendant. Circuit Court for Montgomery County, Tennessee, Docket No. CC-16-CV-1410; and

Franklin Street Corporation, Plaintiff v. City of Clarksville, Defendant. United States District Court for the Middle District of Tennessee, at Nashville, Docket No. 3:20-CV-00523.; and

Jeffrey Robinson, Plaintiff v. City of Clarksville, Joseph Pitts, officially as Mayor for the City of Clarksville, and Lance Baker, officially as City Attorney for the City of Clarksville, Defendants. Circuit Court for Montgomery County, Tennessee, Docket No. CC-20-CV-2247.

and;

*WHEREAS*, the City Council finds that the best interests of the City would be served by making an offer to settle one or more of the lawsuits as specified in, and in accordance with, the full, complete, written Project Agreement, (to include, *inter alia*, the Settlement Agreement), together with all Exhibits thereto, all as attached hereto and incorporated herein as Collective Attachment A.

*NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLARKSVILLE, TENNESSEE:*

That the Clarksville City Council hereby approves a settlement proposal to settle one or more of the above styled lawsuits against the City, as specified in, and in accordance with, the full, complete, written Project Agreement, (to include, *inter alia*, the Settlement Agreement), together with all Exhibits thereto, all as attached hereto and incorporated herein as Collective Attachment A.

# COLLECTIVE ATTACHMENT A

## PROJECT AGREEMENT

This Project Agreement (this “Agreement”) is entered into as of \_\_\_\_\_, 2021, by and among Jeffrey Robinson and Sherri Robinson, (collectively the “Robinsons”), Franklin Street Corporation, a Tennessee corporation (“FSC”), Highpointe Row Partners, a Tennessee general partnership (“HRP”), and the City of Clarksville, Tennessee, a Tennessee municipal corporation (the “City”) (each a “Party” and, collectively, the “Parties”).

### WITNESSETH:

WHEREAS, the Robinsons own certain property located in Montgomery County, Tennessee, being more particularly described on Exhibit 1 attached hereto (the “Robinson Property”);

WHEREAS, FSC owns certain property located in Montgomery County, Tennessee, being more particularly described on Exhibit 2 attached hereto (the “FSC Property”);

WHEREAS, HRP owns certain property located in Montgomery County, Tennessee, being more particularly described on Exhibit 3 attached hereto (the “HRP Property”);

WHEREAS, the City owns certain property contiguous to the Robinson Property and the FSC Property, being more particularly described on Exhibit 4 attached hereto (the “City Property”);

WHEREAS, the City has constructed an underground sewer line running beneath South Second Street, a public right of way, and across the City Property (the “Sewer Line”) as shown on the Existing Conditions & Demolition Plan, Sheet C.010 of the plans prepared by McKay-Burchett & Company Engineers, dated 12/16/2020, and attached hereto as Exhibit 5 (the “Construction Plans”); and

WHEREAS, a portion of the Sewer Line is located on the FSC Property, as more particularly depicted on the Construction Plans; and

WHEREAS, in order to reroute a significant portion of the stormwater drainage flowing to an existing drop inlet located on the Christine Roberts property as shown on the Construction Plans, the City has agreed to reimburse the Robinsons and/or FSC for a portion of the cost of extending a combined sewer line on the FSC Property to a new grate inlet, the construction of retaining walls and the alteration of existing downspouts all as shown on the Construction Plans (the “Drainage Improvements”), and

WHEREAS, FSC has agreed to grant to the City a permanent public utilities and drainage easement across a portion of the FSC Property (the “Public Utilities and Drainage Easement”), as more particularly depicted on Exhibit 6;

WHEREAS, the City Property is encumbered by encroachments from the adjoining properties as shown on the Construction Plans (the “Existing Encroachments”);

WHEREAS, in exchange for HRP conveying the HRP Property to the City, the City is willing to convey the City Property to the Robinsons, subject to the terms and conditions of this Agreement;

WHEREAS, the Robinsons and FSC have asserted certain claims against the City in a lawsuit that was filed in Circuit Court for Montgomery County, Tennessee, styled as *Jeffrey Robinson, et al., v. The City of Clarksville, Tennessee*, No. CC16CV1410, and is pending in the Court of Appeals of Tennessee, styled as *Jeffrey Robinson, et al., v. City of Clarksville*, No. M2020-01299-COA-R3-CV (the “Initial State Court Lawsuit”);

WHEREAS, FSC has asserted certain claims against the City in a lawsuit that is pending in United States District Court for the Middle District of Tennessee, styled as *Franklin Street Corporation, v. The City of Clarksville*, Case No. 3:20-cv-00523 (the “Federal Court Lawsuit”); and

WHEREAS, Jeffery Robinson has asserted certain claims against the City, Joseph Pitts, officially as Mayor for the City and Lance Baker, officially as City Attorney for the City, in a lawsuit that is pending in the Circuit Court for Montgomery County, Tennessee, styled as *Jeffrey Robinson, v. City of Clarksville, Joseph Pitts, officially as Mayor for the City of Clarksville, and Lance Baker, officially as City Attorney for the City of Clarksville*, Docket No. CC-20-CV-2247 (the “Second State Court Lawsuit”); and

WHEREAS, in exchange for the City’s agreement to make a payment of additional consideration and to make a payment for the construction of the Drainage Improvements, FSC has agreed to dismiss with prejudice the Federal Court Lawsuit and the Second State Court Lawsuit, and the Robinsons and FSC have agreed to release certain claims as described in the Settlement Agreement.

NOW THEREFORE, the Robinsons, FSC and the City enter into this Agreement for the consideration and purposes expressed herein:

1. Additional Documents. The Parties acknowledge that the following documents, which are to be executed in connection with transaction described in this Agreement (the “Additional Documents”) are attached hereto and incorporated herein by reference:

Exhibit 1	Description of the Robinsons Property
Exhibit 2	Description of the FSC Property
Exhibit 3	Description of the HRP Property
Exhibit 4	Description of the City Property
Exhibit 5	Copy of the Construction Plans
Exhibit 6	Drawing of Public Utilities and Drainage Easement
Exhibit 7	Form of Quitclaim Deed for City Property
Exhibit 8	Form of Quitclaim Deed for HRP Property
Exhibit 9	Form of Public Utilities and Drainage Easement
Exhibit 10	Form of Settlement Agreement

2. Completion of the Drainage Improvements. The Robinsons and/or FSC agree to complete the construction of the Drainage Improvements on or before the issuance of any certificate of occupancy for any building constructed on the FSC Property. Robinsons and/or FSC agree to complete the construction of the Drainage Improvement within three (3) years of the Effective Date, as defined below. The City shall reimburse the Robinsons and/or FSC for the costs of constructing the Drainage Improvements in an amount not to exceed Two Hundred Thousand and 00/100 Dollars (\$200,000.00) within fifteen (15) days of receipt of adequate documentation from the Robinsons and/or FSC of the costs of such improvements. Any approvals on behalf of the City of the requests for reimbursement submitted by the Robinsons and/or FSC shall be performed by the General Manager of the City's Department of Gas and Water. The Robinsons and/or FSC shall be responsible for payment of any costs in excess of Two Hundred Thousand and 00/100 Dollars (\$200,000.00) for the construction of the Drainage Improvements and all cost for the demolition and construction of any other improvements to the FSC Property and the City Property as shown on the Construction Plans, including but not limited to the reinforcement of the basement walls for the building on the FSC Property and any pavement for an alley to be installed by the Robinsons on the City Property.

3. Additional Consideration. In addition to the payment provided for in Section 2, at the Closing (as defined below), the City shall pay to the Robinsons the sum of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) (the "Additional Consideration").

4. Examination.

(a) HPR Property Inspection. The City and its agents, employees, contractors and representatives shall, upon at least two (2) business days' notice to HPR (which may be made by email to [jeff@blackhorsebrews.com](mailto:jeff@blackhorsebrews.com)), have the right to enter upon and access the HPR Property for purposes of inspecting the same and performing surveys, geotechnical assessments, soil and groundwater tests, engineering work, except as set forth below, environmental assessments, appraisals and other similar activities. As part of its review of the HPR Property, the City may obtain a commitment for an ALTA Extended Coverage Owner's Policy of Title Insurance showing the status of title to the HPR Property (the "HPR Property Commitment") and an ALTA survey of the HPR Property prepared by a surveyor licensed in the State of Tennessee (the "HPR Property Survey"). If this Agreement is terminated, the City shall repair any material damage to the HPR Property directly caused by any inspection activities of the City or its agents, employees, contractors or representatives on the HPR Property conducted while this Agreement is in effect. The City's repair obligations under this Section 4(a) shall survive the termination of this Agreement.

(b) City Property Inspection. The Robinsons and their agents, employees, contractors and representatives shall, upon at least two (2) business days' notice to the City (which may be made by email to [lance.baker@cityofclarksville.com](mailto:lance.baker@cityofclarksville.com)), have the right to enter upon and access the City Property for purposes of inspecting the same and performing surveys, geotechnical assessments, soil and groundwater tests, engineering work, except as set forth below, environmental assessments, appraisals and other similar activities. As part of its review of the City Property, the Robinsons may obtain a commitment for an ALTA Extended Coverage Owner's

Policy of Title Insurance showing the status of title to the City Property (the “City Property Commitment”) and an ALTA survey of the City Property prepared by a surveyor licensed in the State of Tennessee (the “City Property Survey”). If this Agreement is terminated, the Robinsons shall repair any material damage to the City Property directly caused by any inspection activities of the Robinsons or their agents, employees, contractors or representatives on the City Property conducted while this Agreement is in effect. the Robinsons’ repair obligations under this Section 4(b) shall survive the termination of this Agreement.

5. Inspection Contingency.

(a) HPR Property. The City shall have until the Inspection Deadline (as defined in Section 5(c)) to inspect the HPR Property and determine if it desires to proceed with the acquisition of the HPR Property. The City may terminate this Agreement if it determines that there are defects in title or encumbrances applicable to the HPR Property or environmental contamination on or under the HPR Property that would interfere with the City’s proposed use of the HPR Property, by giving written notice to the Robinsons and the other Parties on or before the Inspection Deadline. In the event this Agreement is terminated by the City pursuant to this Section 5(a), the Parties shall have no further obligation under this Agreement except for the obligations which expressly survive the termination of this Agreement.

(b) City Property. The Robinsons shall have until the Inspection Deadline to inspect the City Property and determine if it desires to proceed with the acquisition of the City Property. The Robinsons may terminate this Agreement if they determine that there are defects in title or encumbrances applicable to the City Property or environmental contamination on or under the City Property that would interfere with the Robinson’s proposed use of the City Property, by giving written notice to the City and the other Parties on or before the Inspection Deadline. In the event this Agreement is terminated by the Robinsons pursuant to this Section 5(b), the Parties shall have no further obligation under this Agreement except for the obligations which expressly survive the termination of this Agreement.

(c) “Inspection Deadline” means the date which is thirty (30) days after the Effective Date of this Agreement.

6. Status. From and after the Effective Date, (a) HPR shall not enter into any covenant, restriction, easement or other agreement that encumbers the HPR Property and (b) the City shall not enter into any covenant, restriction, easement or other agreement that encumbers the City Property.

7. Closing of Land Transfers. The closing of the transfer of the City Property to the Robinsons and the transfer of the HPR Property to the City (the “Closing”) shall occur within fifteen (15) days following the Inspection Deadline. The Closing shall take place at a place and time mutually agreed to by the Parties. At the Closing, the City shall pay the Additional Consideration to the Robinsons and quitclaim the City Property to the Robinsons pursuant to the Quitclaim Deed attached hereto as Exhibit 7, and HPR shall quitclaim the HPR Property to the City pursuant to the Quitclaim Deed attached hereto as Exhibit 8.

8. Monetary Liens. At or prior to Closing, HPR shall cause all liens, monetary judgments, mortgages, deeds of trust, deeds to secure debt, security interests and other similar encumbrances affecting the HPR Property to be released and discharged, excluding the lien for ad valorem real property taxes levied against the HPR Property with respect to the year of Closing and subsequent years that are not due and payable as of the Closing. At or prior to Closing, the City shall cause all liens, monetary judgments, mortgages, deeds of trust, deeds to secure debt, security interests and other similar encumbrances affecting the City Property to be released and discharged, excluding the lien for ad valorem real property taxes levied against the City Property with respect to the year of Closing and subsequent years that are not due and payable as of the Closing.

9. Closing Costs and Prorations. The City shall be solely responsible for all costs and expenses that it incurs to inspect the HPR Property, and the Robinsons shall be solely responsible for all costs and expenses that they incur to inspect the City Property. Real property taxes and assessments, if any, levied or assessed against the City Property shall be prorated between the Robinsons and the City and paid as of the date of the Closing. Real property taxes and assessments levied or assessed against the HPR Property shall be prorated between HPR and the City and paid as of the date of the Closing. The Robinsons shall be responsible for paying for any title insurance policy obtained by the Robinsons on the City Property and any transfer taxes and recording costs in connection with the conveyance of the City Property to the Robinsons and the City shall be responsible for paying for any title insurance policy obtained by the City on the HPR Property and any transfer taxes and recording costs, if any, in connection with the conveyance of the HPR Property to the City.

10. Public Utilities and Drainage Easement. FSC agrees to grant to the City the Public Utilities and Drainage Easement described herein. At the Closing, FSC and the City shall execute the Public Utilities and Drainage Easement Agreement attached hereto as Exhibit 9.

11. Settlement Agreement. On or before the Closing, the Robinsons, FSC and the City shall execute the Settlement Agreement attached hereto as Exhibit 10 (the "Settlement Agreement"), to resolve the claims described in the Settlement Agreement. In the event the Robinsons, FSC and the City do not execute the Settlement Agreement on or before the date of the Closing, then this Agreement shall automatically terminate.

12. Notices. All notices, consents and other communications (collectively, "Notices") which may be or are required to be given by the Parties hereunder shall be properly given only if made in writing and sent to the address set forth below by email transmission, and by one of the following: (a) hand delivery, (b) U.S. Certified Mail (Return Receipt Requested), or (c) nationally recognized overnight delivery service. Any such Notice shall be deemed received on the date of the sending of the email by the sender, provided, if the recipient does not confirm receipt of the email of the Notice within twenty-four (24) hours, then any such Notice shall be deemed received (i) if delivered by hand, on the date of delivery, or (ii) if sent by U.S. Mail or overnight delivery service, on the date the same is deposited with the applicable carrier:

Robinsons: Jeffrey and Sherri Robinson  
c/o Mark Olson  
Olson & Olson, PLC

112 S. Second Street  
Clarksville, TN 37040  
Email: [molson@olsonplc.com](mailto:molson@olsonplc.com); [tdahl@taylordahllaw.com](mailto:tdahl@taylordahllaw.com);  
[jeff@blackhorsebrews.com](mailto:jeff@blackhorsebrews.com)

FSC: Franklin Street Corporation  
c/o Mark Olson  
Olson & Olson, PLC  
112 S. Second Street  
Clarksville, TN 37040  
Email: [molson@olsonplc.com](mailto:molson@olsonplc.com); [tdahl@taylordahllaw.com](mailto:tdahl@taylordahllaw.com);  
[jeff@blackhorsebrews.com](mailto:jeff@blackhorsebrews.com)

HPR: Highpointe Row Partners  
c/o Mark Olson  
Olson & Olson, PLC  
112 S. Second Street  
Clarksville, TN 37040  
Email: [molson@olsonplc.com](mailto:molson@olsonplc.com); [tdahl@taylordahllaw.com](mailto:tdahl@taylordahllaw.com);  
[jeff@blackhorsebrews.com](mailto:jeff@blackhorsebrews.com)

City City of Clarksville  
One Public Square  
Clarksville, TN 37040  
Attn: City Mayor  
Email: [joe.pitts@cityofclarksville.com](mailto:joe.pitts@cityofclarksville.com)

with a copy to:  
City of Clarksville  
One Public Square  
Clarksville, TN 37040  
Attn: City Attorney  
Email: [lance.baker@cityofclarksville.com](mailto:lance.baker@cityofclarksville.com)

and to:  
Clarksville Gas and Water Department  
2215 Madison Street  
Clarksville, Tennessee 37043  
Attn: General Manager  
Email: [mark.riggins@cityofclarksville.com](mailto:mark.riggins@cityofclarksville.com)

Any Party may change its address for Notices by giving written notice to the other Parties in accordance with this provision.

13. No Admission of Liability. This Agreement does not, and shall not, constitute an admission by the City, or of any official, employee or agent of the City, of any violation of any



federal, state or local law or regulation, or of a violation of any rights, privileges or immunities of the Robinsons, FSC, or of any other person or entity.

14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties to this Agreement.

15. No Third Party Beneficiary. This Agreement is made solely and specifically for the benefit of the City, the Robinsons, FSC and HPR and their respective successors and assigns, and no other person or entity shall have any rights, interest, claims or benefits under or on account of this Agreement as a third party beneficiary.

16. Amendment. This Agreement may not be amended or otherwise altered except by an agreement in writing signed by all of the Parties listed below.

17. Applicable Law and Venue. This Agreement shall be interpreted, construed and enforced in accordance with, and its construction and performance shall be governed by, the laws of the State of Tennessee without giving effect to the conflict of laws or choice of laws thereof. Exclusive venue for any litigation arising out of or relating to this Agreement shall be in the U. S. District Court for the Middle District of Tennessee or in the state courts located in Montgomery County, Tennessee.

18. Waiver of Jury Trial. Each Party, for itself and its successors and assigns, hereby waives any right to trial by jury in connection with any litigation arising out of this Agreement.

19. Expenses. Each Party shall be responsible for the payment of the attorneys' fees that it incurs in connection with the preparation of this Agreement or the transaction contemplated herein.

20. Counterparts. This Agreement may be executed in one or more counterparts, including facsimile signatures, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties hereto.

21. Construction of Agreement. Each of the Parties hereto has agreed to the use of the particular language of this Agreement, and any question regarding the meaning of this Agreement shall not be resolved by any rule providing for construction against the Party who caused the uncertainty to exist or against the draftsman. If any Party to this Agreement is made up of more than one (1) person or entity, then all of the persons and/or entities comprising such Party shall be jointly and severally liable hereunder. This Agreement, and the Additional Documents, constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, letters, negotiations and discussions, whether oral or written, of the Parties. The captions and headings contained herein are for convenience and reference only, and they shall not be deemed to define, modify or add to the meaning of any provision of this Agreement.

22. Severance. If any part of this Agreement is found unlawful or unenforceable, the remainder of this Agreement shall not be affected by that finding.

23. Business Days. If any date on which performance or notice is due under this Agreement should fall on Saturday, Sunday or any other day declared an official holiday by the City, performance or notice shall not be due until the next business day.

24. City Council Approval. This Agreement shall not be effective as to the City nor executed by the City until the City Council adopts an ordinance approving the Agreement and authorizing the execution thereof.

25. Effective Date. The “Effective Date” of this Agreement shall be the date the Agreement is executed by the last of the Parties.

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement as of the date set forth below.

THE CITY OF CLARKSVILLE, TENNESSEE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sylvia Skinner, City Clerk  
Date: \_\_\_\_\_

FRANKLIN STREET CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

JEFFREY ROBINSON

\_\_\_\_\_  
Date: \_\_\_\_\_

SHERRI ROBINSON

\_\_\_\_\_  
Date: \_\_\_\_\_

HIGHPOINTE ROW PARTNERS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## **EXHIBIT 1**

### **Description of the Robinsons Property**

Tract 1: 132 Franklin Street, Clarksville, Tennessee: A store building and lot at 132 Franklin Street in the City of Clarksville, beginning at a point on the south side of Franklin Street, about 55 feet west of Second Street, Mrs. Harrison's northwest corner; thence southwardly with Mrs. Harrison's parallel with Second Street about 100 feet to the property formerly owned by Michell brothers; thence westwardly, parallel with Franklin Street about 25 feet to the property now owned by Mrs. L.A. Pennebaker; thence northwardly with Pennebaker about 100 feet to Franklin Street; thence eastwardly with said street about 25 feet to the beginning.

Tract 2: 134 Franklin Street, Clarksville, Tennessee: A store building and lot at 132 Franklin Street in the City of Clarksville, beginning at a point on the south side of Franklin Street, about 55 feet west of Second Street, Mrs. Harrison's northwest corner; thence southwardly with Mrs. Harrison's parallel with Second Street about 100 feet to the property formerly owned by Michell brothers; thence westwardly, parallel with Franklin Street about 25 feet to the property now owned by Mrs. L.A. Pennebaker; thence northwardly with Pennebaker about 100 feet to Franklin Street; thence eastwardly with said street about 25 feet to the beginning.

This description was taken from Official Record Book Volume 726, Page 1377, in the Register's Office for Montgomery County, Tennessee.

Tract 1-Parcel ID: 066G K 01500 000

Tract 2-Parcel ID: 066G K 01600 000

This is the same realty conveyed to Jeffrey K. Robinson and wife, Sherri L. Robinson, by deed of record in Official Record Book Volume 844, Page 2347, in the Register's Office for Montgomery County, Tennessee, as to both tracts.

## **EXHIBIT 2**

### **Description of FSC Property**

Being a tract of land situated in the 12th Civil District in Clarksville, Montgomery County, Tennessee, and being more fully described as follows:

BEGINNING at a point in the west right of way of Second Street, said point being South 14 degrees 41 minutes 37 seconds East, 111.50 feet from the intersection of the south right of way of Franklin Street and said west right of way of said Second Street, said point being the northeast corner of said herein tract described;

THENCE with said Second Street, South 14 degrees 41 minutes 37 seconds East, 34.50 feet to a point, said point being the southeast corner of the said Albert Marks property, said point also being the northeast corner of the Mark Olson property, ORBV.816, Page 1355, R.O.M.C.T., said point also being southeast corner of said herein tract described;

THENCE leaving said Second Street and with the north line of said Olson property, South 76 degrees 02 minutes 27 seconds West, 113.76 feet to a point, said point being the southwest corner of said Albert Marks property, said point also being the southeast corner of the D & S Investments property, ORBV. 651, Page 1101, said point also being the southwest corner of said herein tract described;

THENCE leaving said Olson property and with the east line of said D & S Investments property, North 14 degrees 41 minutes 37 seconds West, 34.50 feet to a point, said point being the northwest corner of said herein tract described;

THENCE leaving said D & S Investments property, North 76 degrees 02 minutes 27 seconds East, 113.16 feet to a point of beginning.

Said tract containing 3904 square feet or 0.09 acres more or less.

Said tract being subject to all easements, right of ways, restrictions and conveyances of record.

Being a portion of the property conveyed to Franklin Street Corporation by deeds of record in ORBV 851, Page 2899 and ORBV 854, Page 892, Register's Office for Montgomery County, Tennessee.

This description excludes the property conveyed to the City of Clarksville by deed of record in ORBV 851, Page 2901, Register's Office for Montgomery County, Tennessee.

Parcel ID:

Parcel ID: 066G K 01900 000

### **EXHIBIT 3**

#### **Description of HPR Property**

Being a tract of land located in the 12<sup>th</sup> Civil District in the City of Clarksville, in the County of Montgomery, TN, said tract being more full described as being located north of Crossland Ave, south of W. Washington Street, said tract being a portion of the Clarksville CBID Management Corp of 1999, a Tennessee Corp as recorded in ORV 1203, Page 526, ROMCT, said tract being more particularly described as follows;

Beginning at an iron pin old (Weakley) in the west right of way of Sullivan (Grace) Alley said point being the northeast corner of herein described tract, lying South 61 degrees 12 minutes 12 seconds West for a distance of 313.37 feet from the intersection of the centerline of S. 1<sup>st</sup> Street and W. Washington Street;

Thence along the west right of way of said Sullivan (Grace) Alley, South 03 degrees 11 minutes 57 seconds West for a distance of 190.44 feet to an iron pin old (Weakley), said point also lying in the north property line of the R J Corman Railroad property, said point also being the southeast corner of herein described tract;

Thence along said Railroad north property line, North 85 degrees 09 minutes 45 seconds West for a distance of 45.12 feet to an iron pin old, said point being the southeast corner of the City of Clarksville property as recorded in ORV 732 Page 199 ROMCT, said pin being the southwest corner of herein described tract;

Thence along east property line of said City of Clarksville property, North 02 degrees 35 minutes 04 seconds West, for a distance of 14.02 feet to an iron pin old;

Thence continuing along said east property line, on a curve to the left having a radius of 1662.08 feet, an arc length of 183.60, a delta of 06 degrees 19 minutes 44 seconds, a Chord distance of 183.50 feet and a chord bearing of North 06 degrees 08 minutes 20 seconds West for a distance of 183.60 feet to an iron pin old (Weakley), said pin being the northwest corner of herein described tract;

Thence along a south property line of said City of Clarksville property, South 82 degrees 24 minutes 02 seconds East for a distance of 76.52 feet to the point of beginning.

Said tract containing 0.26 acres, (11,252.28 sq. ft.) more or less. Said tract being subject to all easements, rights of way, covenants and restrictions of record and not of record.

Based on a Survey by DBS & Associates, a TTL Company, dated 2-13-2020, by W. Logan McCraw, RLS#2887.

Being the same property conveyed to Highpointe Row Partners by Quitclaim Deed from Jeffrey K. Robinson, of record in ORBV 1314, Page 965, Register's Office for Montgomery County, Tennessee.

Parcel ID: 066J F 00500 000.

## **EXHIBIT 4**

### **Description of City Property**

Being a Tract of land situated in the 12<sup>th</sup> Civil District of Montgomery County, Tennessee, said Tract being in downtown Clarksville and being generally located north of Commerce Street, south of Franklin Street, east of S. 1<sup>st</sup> Street, and west of, and adjacent to S. 2<sup>nd</sup> Street, said Tract being more particularly described as follows:

Beginning at a pk nail (new) in the western right-of-way of S. 2<sup>nd</sup> Street, said pk nail being located 95.00 feet south of the southern right-of-way of Franklin Street, as measured along the western right-of-way of S. 2<sup>nd</sup> Street, said pk nail also being the southeastern corner of the Deborah S. Evans property, as recorded in O.R.V. 609, Page 303, R.O.M.C.T.;

Thence with the western right-of-way of S. 2<sup>nd</sup> Street, South 14 degrees 52 minutes 43 seconds East 16.50 feet to a pk nail (new);

Thence leaving the said western right-of-way, and on a severance line, South 75 degrees 47 minutes 11 seconds West 112.63 feet to a pk nail (new), said pk nail being in the eastern line of the Grumpy's Enterprises, LLC property, as recorded in O.R.V. 1509, Page 756, R.O.M.C.T.;

Thence with the eastern line of the said Grumpy's Enterprises, LLC property, North 14 degrees 55 minutes 18 seconds West 11.50 feet to a pk nail (new), said pk nail being the southwestern corner of the Christine L. Roberts property, as recorded in O.R.V. 1390, Page 1908, R.O.M.C.T.;

Thence with the southern line of the said Roberts property, and the southern lines of the BKTurner Holding, LLC property, as recorded in O.R.V. 1434, Page 831, R.O.M.C.T., and the Jeffrey K. Robinson, ET UX property, as recorded in O.R.V. 844, Page 2347, R.O.M.C.T., North 75 degrees 47 minutes 11 seconds East 87.79 feet to an iron pin (new), said iron pin being the southeastern corner of the said Jeffrey K. Robinson, ET UX property;

Thence with the eastern line of the said Robinson property, North 14 degrees 46 minutes 05 seconds West 5.00 feet to an iron pin (new), said iron pin being the southwestern corner of the said Deborah S. Evans property;

Thence with the southern line of the said Evans property, North 75 degrees 47 minutes 11 seconds East 24.83 feet to the point of beginning.

The above described Tract shall remain a Public Utility & Drainage Easement in its entirety, regardless of ownership.

Said Tract contains 0.033 Acres (1,419.4 sq. ft.) more or less.

Property is subject to all easements, rights-of-way, covenants, and restrictions of record.

Property description is based on a physical survey by Billy Ray Suiter, PLS 1837.

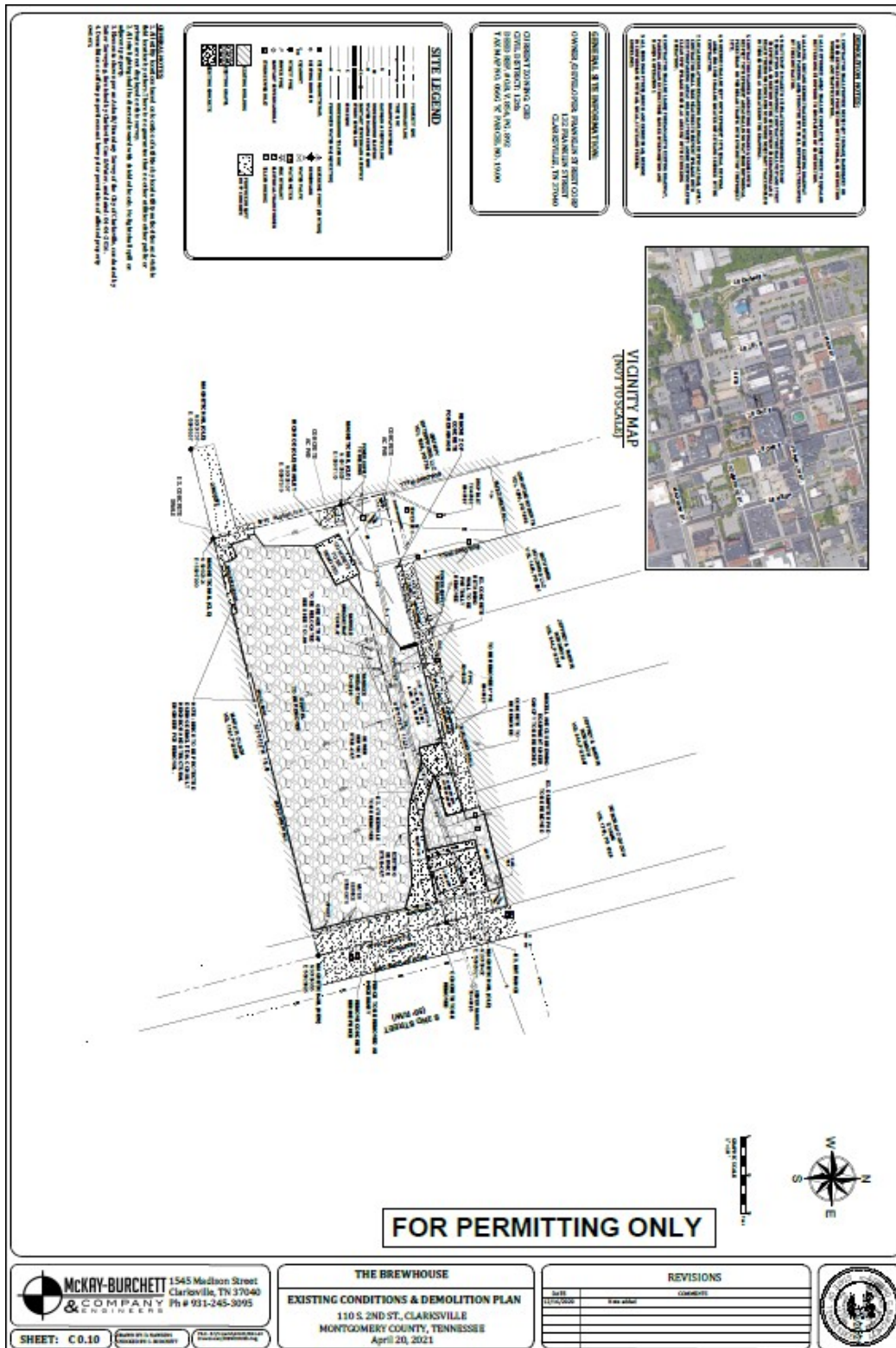
All iron pins set are ½" x 18" rebar with plastic cap stamped "SUITER 1837".

Being the same property conveyed by Franklin Street Corporation to the City of Clarksville by deeds of record in ORBV 851, Page 2901 and ORBV 851, Page 2904, in the Register's Office for Montgomery County, Tennessee.



# EXHIBIT 5

## Copy of Construction Plans



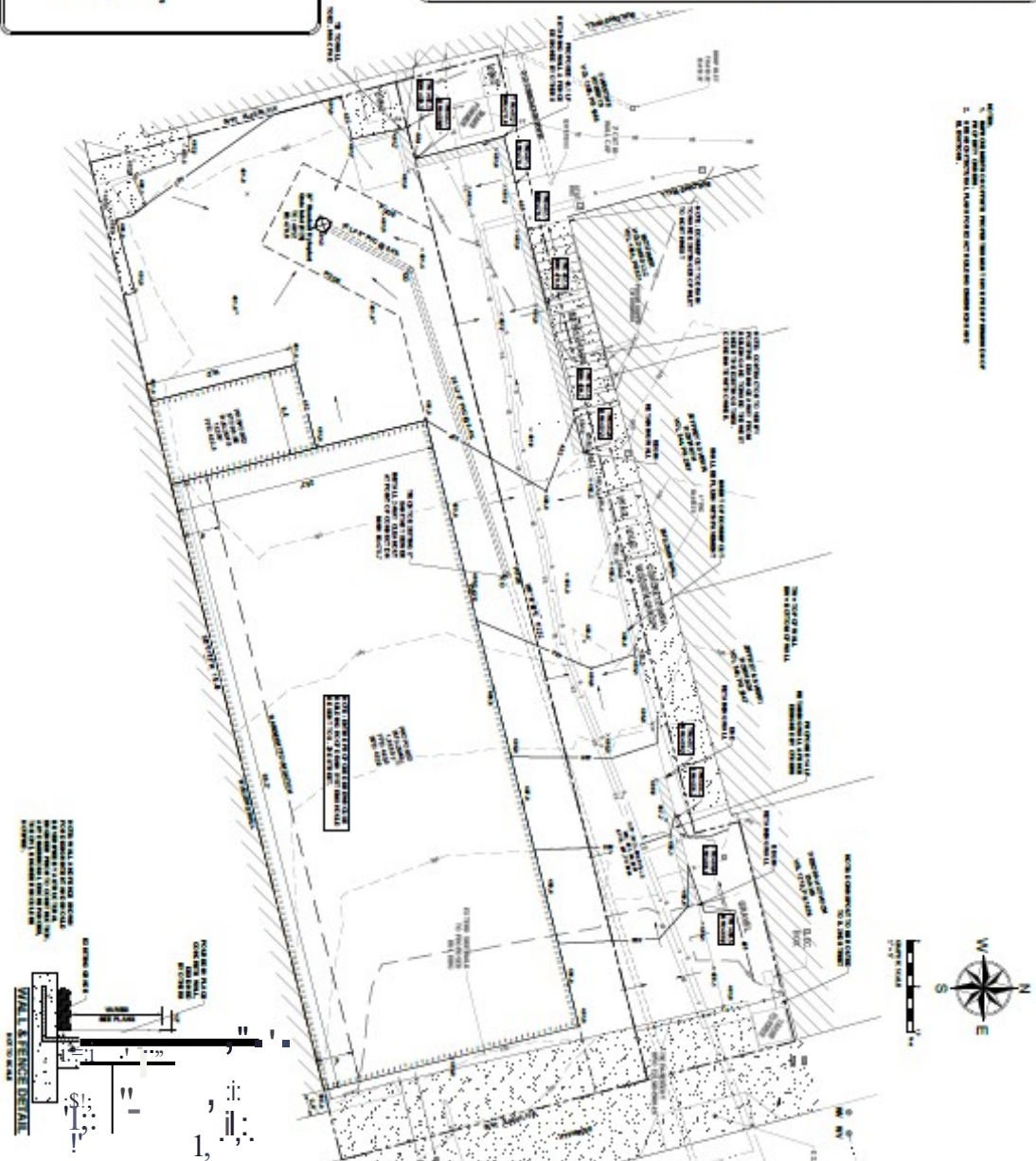




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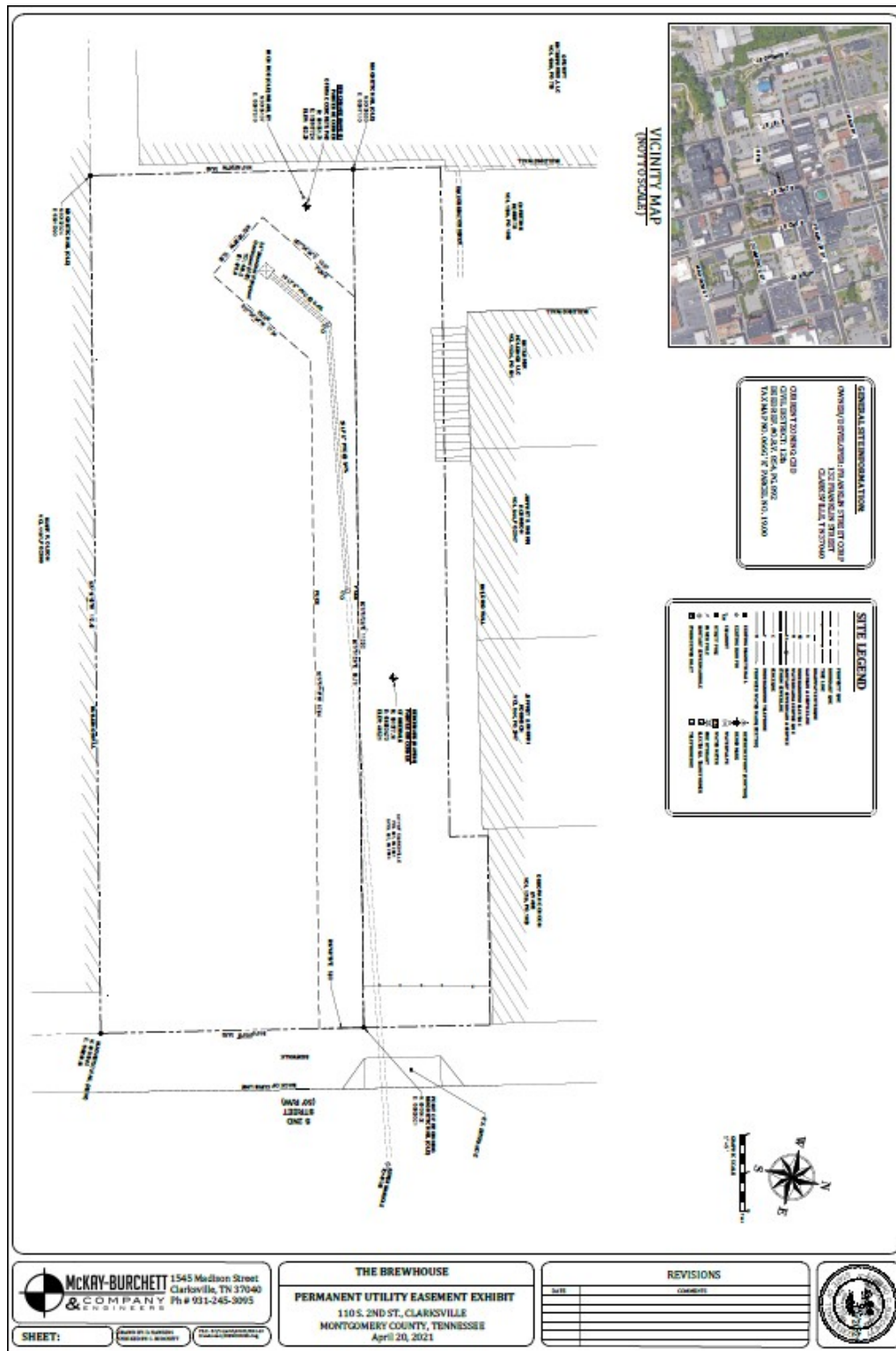
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### Drawing of Public Utilities and Drainage Easement



## **EXHIBIT 7**

### **Form of Quitclaim Deed for City Property**

ADDRESS NEW OWNER	MAP/PARCEL	SEND TAX BILLS TO:
Jeffrey K. Robinson and Sherri L. Robinson  _____ Clarksville, Tennessee 37040	None	Same as New Owner
This instrument prepared by: Bradley Arant Boult Cummings LLP (JLM) 1600 Division Street, Suite 700, Nashville, Tennessee 37203		

## **QUITCLAIM DEED**

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, the receipt and sufficiency of which are hereby acknowledged the **City of Clarksville**, a Tennessee municipal corporation (the "Grantor"), hereby conveys, remises releases and quitclaims unto **Jeffrey K. Robinson and Sherri L. Robinson** (collectively, the "Grantee"), certain land in Montgomery County, Tennessee, being more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the "Property"), including the right of ingress and egress to the Property across the Grantor's sidewalk adjacent to the Property as more particularly described on **Exhibit B** attached hereto and incorporated herein by reference.

Said Property is conveyed subject to such limitations, restrictions and encumbrances as may affect the premises.

This is unimproved property located on South Second Street, City of Clarksville, Montgomery County, Tennessee.

Notwithstanding anything to the contrary contained herein, Grantor hereby expressly retains an easement as described on **Exhibit C**, which is attached hereto and incorporated herein by this reference.

STATE OF TENNESSEE  
COUNTY OF MONTGOMERY

I, or we, hereby swear or affirm that to the best of affiants knowledge, information, and belief, the actual consideration for this transfer is \$\_\_\_\_\_.

\_\_\_\_\_  
Affiant

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

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

WITNESS our hands this\_\_\_\_day of\_\_\_\_\_, 2021.

**GRANTOR:**

City of Clarksville, a Tennessee municipal corporation

By: \_\_\_\_\_  
Mayor Joe Pitts

Attest:

Sylvia Skinner, City Clerk

STATE OF TENNESSEE )  
COUNTY OF MONTGOMERY )

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, Joe Pitts, Mayor and Sylvia Skinner, City Clerk, with whom I am personally acquainted, and who, upon oath, acknowledged that they executed the within instrument for the purposes therein contained, and who further acknowledged that they are the Mayor and City Clerk, respectively of the maker, City of Clarksville, a Tennessee municipal corporation, and they are authorized by the maker to execute the instrument on behalf of the maker.

WITNESS my hand and seal at office in \_\_\_\_\_, Tennessee, on  
this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

---

Notary Public

My Commission Expires:

---

ACCEPTANCE BY GRANTEE

**GRANTEE, Jeffrey Robinson and Sherri Robinson**, hereby accept this Quitclaim Deed for themselves, their heirs successors and assigns, subject to all conditions, reservations, restrictions and terms contained herein, this the \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
**Jeffrey K. Robinson**

\_\_\_\_\_  
**Sherri L. Robinson**

STATE OF TENNESSEE        )  
COUNTY OF MONTGOMERY    )

Before me, the undersigned, a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared Jeffrey K. Robinson, the within named bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the foregoing instrument for the purposes therein contained

WITNESS my hand and seal at office in \_\_\_\_\_, Tennessee, on this the \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

STATE OF TENNESSEE        )  
COUNTY OF MONTGOMERY    )

Before me, the undersigned, a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared Sherri L. Robinson, the within named bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the foregoing instrument for the purposes therein contained

WITNESS my hand and seal at office in \_\_\_\_\_, Tennessee, on this the \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

## **Exhibit A to Quitclaim Deed**

### **Description of the Property**

Being a Tract of land situated in the 12<sup>th</sup> Civil District of Montgomery County, Tennessee, said Tract being in downtown Clarksville and being generally located north of Commerce Street, south of Franklin Street, east of S. 1<sup>st</sup> Street, and west of, and adjacent to S. 2<sup>nd</sup> Street, said Tract being more particularly described as follows:

Beginning at a pk nail (new) in the western right-of-way of S. 2<sup>nd</sup> Street, said pk nail being located 95.00 feet south of the southern right-of-way of Franklin Street, as measured along the western right-of-way of S. 2<sup>nd</sup> Street, said pk nail also being the southeastern corner of the Deborah S. Evans property, as recorded in O.R.V. 609, Page 303, R.O.M.C.T.;

Thence with the western right-of-way of S. 2<sup>nd</sup> Street, South 14 degrees 52 minutes 43 seconds East 16.50 feet to a pk nail (new);

Thence leaving the said western right-of-way, and on a severance line, South 75 degrees 47 minutes 11 seconds West 112.63 feet to a pk nail (new), said pk nail being in the eastern line of the Grumpy's Enterprises, LLC property, as recorded in O.R.V. 1509, Page 756, R.O.M.C.T.;

Thence with the eastern line of the said Grumpy's Enterprises, LLC property, North 14 degrees 55 minutes 18 seconds West 11.50 feet to a pk nail (new), said pk nail being the southwestern corner of the Christine L. Roberts property, as recorded in O.R.V. 1390, Page 1908, R.O.M.C.T.;

Thence with the southern line of the said Roberts property, and the southern lines of the BKTurner Holding, LLC property, as recorded in O.R.V. 1434, Page 831, R.O.M.C.T., and the Jeffrey K. Robinson, ET UX property, as recorded in O.R.V. 844, Page 2347, R.O.M.C.T., North 75 degrees 47 minutes 11 seconds East 87.79 feet to an iron pin (new), said iron pin being the southeastern corner of the said Jeffrey K. Robinson, ET UX property;

Thence with the eastern line of the said Robinson property, North 14 degrees 46 minutes 05 seconds West 5.00 feet to an iron pin (new), said iron pin being the southwestern corner of the said Deborah S. Evans property;

Thence with the southern line of the said Evans property, North 75 degrees 47 minutes 11 seconds East 24.83 feet to the point of beginning.

The above described Tract shall remain a Public Utility & Drainage Easement in its entirety, regardless of ownership.

Said Tract contains 0.033 Acres (1,419.4 sq. ft.) more or less.

Property is subject to all easements, rights-of-way, covenants, and restrictions of record.

Property description is based on a physical survey by Billy Ray Suiter, PLS 1837.

All iron pins set are ½" x 18" rebar with plastic cap stamped "SUITER 1837".



Being the same property conveyed by Franklin Street Corporation to the City of Clarksville by deeds of record in ORBV 851, Page 2901 and ORBV 851, Page 2904, in the Register's Office for Montgomery County, Tennessee.

## **Exhibit B to Quitclaim Deed**

### Description of City Sidewalk

Being a portion of land in the 12<sup>th</sup> Civil District of Clarksville, Montgomery County, Tennessee, said parcel being the City of Clarksville Property, said parcel being generally described as a portion of the South 2nd Street right of way in Clarksville, Tennessee, 37040, said parcel being more particularly described as follows:

From Exhibit A for point of beginning, said point being S 01° 41' E for a distance of 124 feet from the centerline intersection of Franklin Street and South 2nd St., said point also being the northwestern corner of the herein described easement;

Thence, on a new easement line, N 75° 47' 11" E for a distance of 8.00 feet to a point on a line;

Thence, S 14° 52' 43" E a distance of 16.50 feet to a point;

Thence, S 75° 47' 11" W a distance of 8.00 feet to a PK Nail (new);

Thence, N 14° 52' 43" W for a distance of 16.50 feet to the point of beginning, said point being the southeast corner of the Deborah Cohoon Evans property as described in Vol. 609, page 303; said easement containing 132 Square Feet, more or less.

Together with and subject to all right of ways, easements, restrictions, covenants and conveyances of record and not of record.

Description from survey by McKay Burchett Surveying.

## **Exhibit C to Quitclaim Deed**

### **Easement**

1. Concurrently with Grantor's conveyance to Grantee of that certain property described on Exhibit A (the "Conveyed Property"), Grantor expressly retains and reserves for itself and its successors and assigns, a perpetual public utilities and drainage easement for the purpose of installing, operating, inspecting, maintaining, repairing, replacing, or removing public utility facilities beneath, upon, and over the Conveyed Property (the "Easement"). It is recognized by the Grantor and the Grantee that the Grantee intends to use the real property for a private alley to service adjoining real property owned by the Grantee, or by Grantee's affiliates. Grantor agrees that no utilities located aboveground will interfere with the Grantee's proposed use of the Conveyed Property as a paved private alley.

2. Grantee shall not install or construct, or permit to be installed or constructed, any building, structure, utility or other facility, nor shall Grantee drill any well, plant any trees, store materials of any kind, or alter ground level by cut or fill, within the limits of the Conveyed Property, without the prior written consent of the Grantor's. The Grantor and the Grantee acknowledge that the Grantee will build a building next to the real property described herein which the parties agree shall not be deemed to interfere with the Grantor's retained easement. The Grantor agrees that any alteration of the ground level of the Conveyed Property by cut or fill as shown on the Construction Plans (as defined in the Project Agreement by and among the Grantor, Grantee, Franklin Street Corporation, a Tennessee corporation and Highpointe Row Partners, a Tennessee general partnership) shall be permitted without any further consent by the City.

3. Grantor shall promptly repair and restore any damage to the Conveyed Property resulting from or arising out of the use thereof by Grantor (or any of its agents, employees, contractors, representatives, subtenants or invitees), to include repaving in the event it is necessary to disturb the pavement installed by the Grantee

4. Grantor shall use and cause its agents, employees, contractors, guests and invitees to use the Easement in a manner that complies with all applicable laws. Grantor shall not use the Easement for general parking or storage.

5. The Grantee shall not maintain the Conveyed Property in a manner that impairs the ability or capacity of the Grantor to fully utilize the Easement. The Grantee shall be granted exclusive use of the Property, but for the specific rights to the real property reserved to the Grantor. The Grantor agrees that the Grantee's paving of a private alley on the Conveyed Property will not impair the ability or capacity of the Grantor to fully utilize the Easement. The Grantor agrees that, but for any activities necessary for the Grantor to fully utilize the Easement, the Grantee shall have the right to use the private alley in anyway not disturbing the Grantee's utilities.

6. The Grantee shall permit the owners of the properties described on Exhibit C-1 (the "Adjoining Properties") to maintain in perpetuity any of the existing encroachments located on the Conveyed Property as shown on the Survey attached hereto as Exhibit C-2. The Grantee shall allow any owner of any Adjoining Property to perform all necessary repairs and maintenance of the encroachments as may be reasonably necessary from time to time. The Grantee shall have the

right to prevent the owners of the Adjoining Properties from parking in, or blocking in anyway, the Grantee's real property.

7. The terms, conditions, covenants, agreements and easements contained herein shall run with the land and are binding on and inure to the benefit of Grantor, Grantee and their respective heirs, successors and assigns.

## **Exhibit C-1 to Quitclaim Deed**

### **Description of Adjoining Properties**

#### **Tract 1**

Beginning at a PK nail located south 64 degrees 35 minutes 40 seconds west 104.28 feet from the centerline intersection of Franklin Street and South Second Street and being in the southern line of a brick sidewalk; said iron pin also being located in the northwestern corner of the Jeffrey K. Robinson Property (Vol. 844, Page 2347, ROMCT); thence along the western boundary line of Robinson, south 11 degrees 07 minutes 49 seconds east 100.00 feet to a PK nail located in the northern boundary line of the Franklin Street Corp. Property (Vol. 854, Page 892, ROMCT); thence along said northern boundary line of Franklin Street Corp. Property, south 79 degrees 01 minute 55 seconds west 18.62 feet to a PK nail; thence leaving the northern boundary line of the Franklin Street Corp. Property and along the eastern boundary line of the Christine L. Roberts Property (Vol. 1390, Page 1908, ROMCT), north 11 degrees 07 minutes 15 seconds west 100.00 feet to a PK nail in the said southern line of the brick sidewalk; thence leaving the Roberts boundary line and along the said southern boundary of the brick sidewalk, north 79 degrees 01 minute 55 seconds east, 18.61 feet to the point of beginning, according to survey of Ben Robert Weakley, TRLS No. 1457 of Weakley Brothers Engineering, P.O. Box 3409, 2121 Old Ashland City Road, Clarksville, TN 37043, dated 3-19-12 with a Job No. of 12-201.

The survey shows that the eastern, western and southern boundary lines are along the walls of a 2 story building with basement.

Being the same property which was conveyed to BKTurner Holding LLC, a Tennessee limited liability company, by deed from Todd Hansrote and wife, Suzette Hansrote of record in Volume 1434, Page 831, of the Register's Office for Montgomery County, Tennessee.

Parcel ID: 066G K 01400 000.

#### **Tract 2**

Beginning at a PK Nail in the south margin of Franklin Street, said PK Nail being at the Northwest corner of the Carson Castleman Property and also being South 69 degrees 21 minutes 03 seconds West, 142.32 feet from the centerline intersection of 2nd Street and Franklin Street, thence from said point of beginning south 11 degrees 55 minutes 33 seconds East, 147.48 to a PK Nail; thence South 78 degrees 35 minutes 56 seconds West, 24.07 feet to a PK Nail; thence North 10 degrees 47 minutes 53 seconds West, 147.64 feet to a PK Nail in the south margin of Franklin Street; thence with the south margin of Franklin Street, North 79 degrees 01 minutes 55 seconds East, 21.16 feet to the point of beginning, containing 3,336.9 square feet, more or less, according to a survey of J. Vernon Weakley, TRLS#1596, of Weakley Brother's Surveying, dated 7/31/03 and being further designated as Job No. 03-336B.

This property is subject to Special Assessment of record in ORBV 654, Page 890, in the Register's Office for Montgomery County, Tennessee.

This conveyance is further subject to (1) all applicable zoning ordinances (2) utility, sewer, drainage and other easements of record, (3) all subdivision/condominium assessments, covenants,

bylaws, restrictions, declarations and easements of record, (4) building restrictions, and (5) other matters of public record.

Being the same property conveyed to Grumpy's Enterprises LLC by Quitclaim Deed from Grumpy's Bail Bonding, LLC, of record in ORBV 1509, Page 756, in the Register's Office for Montgomery County, Tennessee.

This property is further identified as tax parcel #66G-K-11 in the Montgomery County Tax Assessor's Office.

Parcel ID:066G K 01100 000.

### **Tract 3**

Reality at the southwest corner of Franklin and Second Streets, bounded on the north by Franklin Street, on the east by second street, on the south by an alley, and on the west by Stone (formerly the M. L. Cross Co.), fronting on Franklin Street 24 feet 10 inches and running back 95 feet to said alley.

This being the same realty conveyed to Deborah S. Evans by deed from Charles W. Smith, of record in Volume 609, Page 303, Register's Office for Montgomery County, Tennessee and by Quitclaim Deed from James Larry Cohoon. of record in Volume 1719, Page 1029, Register's Office for Montgomery County, Tennessee.

Parcel ID: 066G K 01700 000.

### **Tract 4**

Fronting 22-1/4 feet on the south side of Franklin Street, and running back to an alley, bounded north by Franklin Street, south by said alley, east by the property of Mrs. Cornelia Turnley, now occupied by Pennebaker, on the west by the property of Mrs. Clara Burney, now occupied by I. P. Gerhart Store.

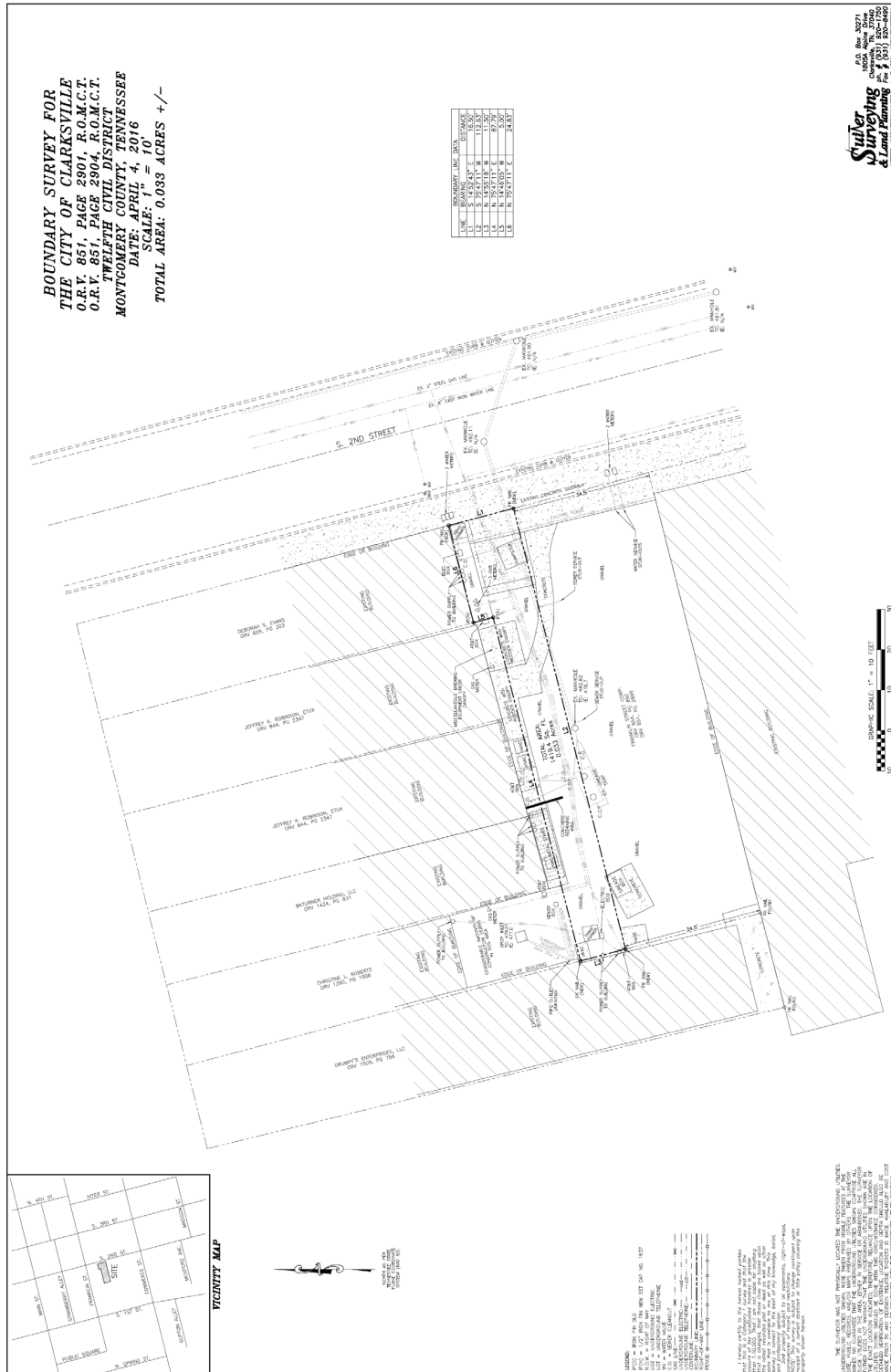
INCLUDED in the above-described property BUT EXPRESSLY EXCLUDED HEREFROM is the following described real estate to wit:

But off of the same there was sold a strip fronting 8 inches on Franklin Street and back the full length of the above lot along the western edge thereof, fully set out in a deed executed by L. Gauchat dated August 26, 1878 and of record in Deed Book 18, Page 325, to which reference is here made, and the said strip of ground was conveyed to Kincannon Wood & Company by the said last mentioned deed and is not herein conveyed.

This being the same real estate conveyed to Christine L. Roberts by Cash Warranty Deed from Carson Castleman of record in ORBV 1390, Page 1908, in the Register's Office for Montgomery County, Tennessee. The map, group and parcel number assigned to the above described real estate by the Assessor of Property for Montgomery County, Tennessee is 66G-K-13.

Parcel ID: 066G K 01300 000.

## Copy of Survey



## **EXHIBIT 8**

### **Form of Quitclaim Deed for HPR Property**

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
City of Clarksville One Public Square Clarksville, TN 37040	066J F 005.00	Same
This instrument prepared by: Bradley Arant Boult Cummings LLP (MCH) 1600 Division Street, Suite 700, Nashville, TN 37203		

### **QUITCLAIM DEED**

FOR AND IN CONSIDERATION of the sum of TEN and NO/100 DOLLARS (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, **HIGHPOINTE ROW PARTNERS**, a Tennessee general partnership (the “Grantor”), hereby conveys, remises, releases and quitclaims to the **CITY OF CLARKSVILLE**, a Tennessee municipal corporation (the “Grantee”), Grantee’s successors and assigns, certain land in Montgomery County, State of Tennessee, being more particularly described in Exhibit A, which is attached hereto and incorporated herein by this reference (the “Property”).

Said Property is conveyed subject to such limitations, restrictions and encumbrances as may affect the premises.

This is unimproved property located on South First Street, City of Clarksville, Montgomery County, Tennessee.

Notwithstanding anything to the contrary contained herein, Grantor hereby expressly retains an easement as described in Exhibit B, which is attached hereto and incorporated herein by this reference.

STATE OF TENNESSEE  
COUNTY OF MONTGOMERY

The actual consideration or value, whichever is greater, for this transfer is exempt pursuant to Tenn. Code Ann. § 67-4-409 (f)(1), this transfer of realty is tax-exempt, and that no oath of value is required pursuant to Tenn. Code Ann. § 67-4-409 (a)(5).

**CITY OF CLARKSVILLE**, a Tennessee municipal  
corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

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



WITNESS our hands this \_day of\_\_\_\_\_, 2021.

**GRANTOR:**

**HIGHPOINTE ROW PARTNERS,** a  
Tennessee general partnership

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

Name:\_\_\_\_\_

Title:\_\_\_\_\_

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

Name:\_\_\_\_\_

Title:\_\_\_\_\_

STATE OF TENNESSEE                    )  
COUNTY OF MONTGOMERY            )

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared\_\_\_\_\_, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon his (her) oath, acknowledged (her)himself to be the partner of Highpointe Row Partners, the within named bargainor, a Tennessee general partnership, and that (s)he, as such partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by (him)herself as such partner as his(her) free act and deed.

WITNESS my hand and seal at office in\_\_\_\_\_, Tennessee, on  
this the\_\_\_\_\_ day of\_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

STATE OF TENNESSEE                    )  
COUNTY OF MONTGOMERY            )

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon his (her) oath, acknowledged (her)himself to be the partner of Highpointe Row Partners, the within named bargainor, a Tennessee general partnership, and that (s)he, as such partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by (him)herself as such partner as his(her) free act and deed.

WITNESS my hand and seal at office in \_\_\_\_\_, Tennessee, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

ACCEPTANCE BY GRANTEE

**GRANTEE**, the **City of Clarksville, Tennessee**, a Tennessee municipal corporation, hereby accept this Quitclaim Deed for itself, and its successors and assigns, subject to all conditions, reservations, restrictions and terms contained herein, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**City of Clarksville**, a Tennessee municipal corporation

By: \_\_\_\_\_  
Mayor Joe Pitts

Attest:

\_\_\_\_\_  
Sylvia Skinner, City Clerk

STATE OF TENNESSEE                    )  
COUNTY OF MONTGOMERY            )

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, Joe Pitts, Mayor and Sylvia Skinner, City Clerk, with whom I am personally acquainted, and who, upon oath, acknowledged that they executed the within instrument for the purposes therein contained, and who further acknowledged that they are the Mayor and City Clerk, respectively of the maker, City of Clarksville, a Tennessee municipal corporation, and they are authorized by the maker to execute the instrument on behalf of the maker.

WITNESS my hand and seal at office in \_\_\_\_\_, Tennessee, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

## **Exhibit A to Quitclaim Deed**

### **Legal Description of Property**

Being a tract of land located in the 12<sup>th</sup> Civil District in the City of Clarksville, in the County of Montgomery, TN, said tract being more full described as being located north of Crossland Ave, south of W. Washington Street, said tract being a portion of the Clarksville CBID Management Corp of 1999, a Tennessee Corp as recorded in ORV 1203, Page 526, ROMCT, said tract being more particularly described as follows;

Beginning at an iron pin old (Weakley) in the west right of way of Sullivan (Grace) Alley said point being the northeast corner of herein described tract, lying South 61 degrees 12 minutes 12 seconds West for a distance of 313.37 feet from the intersection of the centerline of S. 1<sup>st</sup> Street and W. Washington Street;

Thence along the west right of way of said Sullivan (Grace) Alley, South 03 degrees 11 minutes 57 seconds West for a distance of 190.44 feet to an iron pin old (Weakley), said point also lying in the north property line of the R J Corman Railroad property, said point also being the southeast corner of herein described tract;

Thence along said Railroad north property line, North 85 degrees 09 minutes 45 seconds West for a distance of 45.12 feet to an iron pin old, said point being the southeast corner of the City of Clarksville property as recorded in ORV 732 Page 199 ROMCT, said pin being the southwest corner of herein described tract;

Thence along east property line of said City of Clarksville property, North 02 degrees 35 minutes 04 seconds West, for a distance of 14.02 feet to an iron pin old;

Thence continuing along said east property line, on a curve to the left having a radius of 1662.08 feet, an arc length of 183.60, a delta of 06 degrees 19 minutes 44 seconds, a Chord distance of 183.50 feet and a chord bearing of North 06 degrees 08 minutes 20 seconds West for a distance of 183.60 feet to an iron pin old (Weakley), said pin being the northwest corner of herein described tract;

Thence along a south property line of said City of Clarksville property, South 82 degrees 24 minutes 02 seconds East for a distance of 76.52 feet to the point of beginning.

Said tract containing 0.26 acres, (11,252.28 sq. ft.) more or less. Said tract being subject to all easements, rights of way, covenants and restrictions of record and not of record.

Based on a Survey by DBS & Associates, a TTL Company, dated 2-13-2020, by W. Logan McCraw, RLS#2887.

Being the same property conveyed to Highpointe Row Partners by Quitclaim Deed from Jeffrey K. Robinson, of record in ORBV 1314, Page 965, Register's Office for Montgomery County, Tennessee.

Parcel ID: 066J F 00500 000.

## **Exhibit B to Quitclaim Deed**

### **Easement**

1. Concurrently with Grantor's conveyance to Grantee of that certain property described on Exhibit A (the "Conveyed Property"), Grantor expressly retains and reserves for the benefit of that certain real property described in Exhibit B-1 (the "Benefited Property"), a perpetual, non-exclusive ingress, egress and parking easement (the "Easement") over the portion of the Conveyed Property described in Exhibit B-2 (the "Easement Area"). The Easement Area shall be utilized only for purposes of pedestrian and vehicular ingress to and egress from the Benefited Property, and vehicular parking for the Benefited Property. Except in connection with the exercise of Grantor's rights hereunder, Grantor shall not have the right to change or modify the Easement Area.

2. Grantee shall have no obligation to maintain the Easement Area or keep the Easement Area in good condition and repair.

3. Grantee shall not, by act or omission, perform or cause to be performed any act that adversely affects the easements and rights granted herein. Without limiting the generality of the foregoing, except as specifically permitted herein, Grantee shall not erect or construct or permit to be erected or constructed any building or other structure above the surface of the Easement Area.

4. The terms, conditions, covenants, agreements and easement contained herein shall run with the land and are binding on and inure to the benefit of Grantor, Grantee and their respective heirs, successors and assigns. The Easement hereby granted is appurtenant to the Benefited Property and is a burden on the Conveyed Property and the Easement Area.

## **Exhibit B-1 to Quitclaim Deed**

### Description of the Benefited Property

Being a tract of land located in the 12th Civil District in the City of Clarksville, in the County of Montgomery, TN, said tract being more fully described as being located north of Crossland Ave, south of West Washington Street being more fully described as being located west of and adjacent to 1<sup>st</sup> Street, said tract being a combined tract of the Jeffrey Robinson property as recorded in ORV 1250, Page 2153 and the Highpointe Partners property as recorded in ORV 1209, Page 2898 ROMCT, said tract being more particularly described as follows;

Beginning at point in the west right of way of said 1st Street, said point being the southeast corner of the John Griffiths property as recorded in ORV 461, Page 1817 ROMCT, lying South 09 degrees 05 minutes 01 seconds West for a distance of 186.34 feet from the intersection of the centerline of said 1st Street and said West Washington Street, said point being the northeast corner herein described tract;

Thence along the west right of way of said 1st Street, South 03 degrees 16 minutes 38 seconds West for a distance of 86.98 feet to a point;

Thence South 03 degrees 18 minutes 40 seconds West for a distance of 50.21 feet to a point, said point lying in the north property line of the R J Corman railroad property said point being the southeast corner of herein described tract;

Thence along the north property line of said R J Corman property, North 82 degrees 41 minutes 23 seconds West for a distance of 231. 60 feet to a point, said point lying in the east right of way of Grace Alley, said point also being the southwest corner of herein described tract;

Thence leaving said R J Corman property along said east right of way of said Grace Alley, North 03 degrees 31 minutes 07 seconds East for a distance of 128.29 feet to a new iron pin, at an angle in the east line of said Grace Alley;

Thence North 02 degrees 31 minutes 07 seconds East for a distance of 19.07 feet to a point, said point being the southeast corner of a portion of Grace Alley that has been abandoned through a city resolution, as filed as 97-1991-92;

Thence continuing along the south end of Grace Alley, North 45 degrees 14 minutes 08 seconds West for a distance of 10 .13 feet to a point,

Thence on a new severance line, North 02 degrees 31 minutes 09 seconds East for a distance of 27.20 feet to a point;

Thence continuing on a new severance line South 87 degrees 44 minutes 50 seconds East for a distance of 7.50 feet to a point, said point lying in said Griffiths south property line;

Thence along said south property line of said Griffiths property, South 45 degrees 19 minutes 15 seconds East for a distance of 72.79 feet to a point;

Thence continuing along said south property line of said Griffiths property, South 82 degrees 43 minutes 04 seconds East for a distance of 177.05 feet to the point of beginning.

Said tract containing 0.76 acres, (33,071.39 sq. ft.) more or less. Said tract being subject to all easements, right of way, covenants and restrictions of record and not of record.

Being a portion of the property shown on the plan for the Overlook Planned Unit Development of record in Plat Book F, page 794 Register's Office for Montgomery County, Tennessee.

Being a portion of the property conveyed to Jeffrey Robinson by deed of record in ORV 1250, Page 2153 Register's Office for Montgomery County, Tennessee and to ,Highpointe Row Partners, a Tennessee general partnership, by deed of record in ORBV 1209, Page 2898, Register's Office for Montgomery County, Tennessee.

Parcel ID: 066J F 01100 000.

## **Exhibit B-2 to Quitclaim Deed**

### **Description of the Easement Area**

Being an ingress, egress and parking easement across the Highpointe Row Partners property in the 12<sup>th</sup> Civil District of Montgomery County, Tennessee as recorded in Official Record Volume (ORV.) 1314, Pg. 965 ROMCT, said easement is generally located west of and adjacent to Sullivan (Grace) Alley, north of R.J. Corman Railroad, east of S. Spring Street and south of W. Washington Street, said property is more particularly described as follows:

Commencing at an existing iron pin in the south boundary line of the City of Clarksville, Tennessee property as recorded in ORV. 732, Pg. 199 ROMCT, said pin being located at Tennessee State Plane Coordinates of Northing 799857.64', Easting 1568696.16' and South 61°12'12" West 313.37 feet from the centerline intersection of First Street and Washington Street;

Thence leaving said City of Clarksville property and with said west right of way of Sullivan (Grace) Alley, South 03°11'57" West 24.78 feet to a point, said point being the TRUE POINT OF BEGINNING OF THIS EASEMENT;

Thence continuing with said west right of way of Sullivan (Grace) Alley, South 03°11'57" West 72.09 feet to a point;

Thence leaving said Sullivan (Grace) Alley on eleven (11) new easement lines that run approximately 5.0' parallel with an existing asphalt driveway all to a point as follows;

North 47°31'29" West 8.82 feet;

Thence North 45°04'53" West 7.69 feet;

Thence North 35°32'24" West 8.99 feet;

Thence North 21°12'14" West 9.36 feet;

Thence North 00°11'57" West 7.69 feet;

Thence North 14°56'00" East 8.18 feet;

Thence North 23°37'30" East 7.35 feet;

Thence North 31°31'52" East 8.76 feet;

Thence North 39°39'36" East 9.13 feet;

Thence North 47°46'50" East 9.11 feet;

Thence North 56°03'49" East 2.89 feet to the point of beginning containing 1,074.2 Sq. Ft. or 0.02 acres more or less.

Based on a Survey by DBS & Associates, a TTL Company, dated 2-13-2020, by W. Logan McCraw, RLS#2887.

Subject to any restrictions, conveyances, covenants, easements and right of ways both of and not of record.



## **EXHIBIT 9**

### **Form of Public Utilities and Drainage Easement Agreement**

Map & Parcel: 66G-K-019.00  
Source: Volume (ORV) 851, Page (PG) 2899 ROMCT (Portion)  
and (ORV) 854, Page (PG) 892 ROMCT (Portion)

This Instrument Prepared By:  
James L. Murphy III  
Bradley Arant Boult Cummings LLP  
1600 Division Street, Suite 700  
Nashville, Tennessee 37203

### **GRANT OF PUBLIC UTILITIES AND DRAINAGE EASEMENT**

For a good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FRANKLIN STREET CORPORATION, a Tennessee corporation (the "Grantor"), does hereby grant, transfer and convey to the CITY OF CLARKSVILLE, TENNESSEE, a Tennessee municipal corporation (hereinafter called Grantee), its successors and assigns, a non-exclusive, permanent easement within which to construct, install, operate, maintain, change the size of, inspect, alter, replace and remove, combined sewer utilities, and associated appurtenances, with the area subject to said easement being shown on Exhibit A, which is attached hereto and incorporated herein, and is more particularly described as follows:

Being a Permanent Utility Easement containing a portion of the Franklin Street Corp.'s Property that is located in the 12th Civil District of Montgomery County, Tennessee, said easement being more particularly described as follows:

Commencing at the point of beginning for this easement, a magnetic nail, N: 801384.02, E: 1569280.21, said point being the northeast corner of the Franklin Street Corporation property as described in Deed Book V891, Page 2899 and Deed Book V854, Page 892, said point also being the southeast corner of the City of Clarksville property as described in Deed Book V851, Page 2901, said point also being a point in the west right-of-way of S. 2<sup>nd</sup> Street;

Thence along the west right-of-way of S. 2<sup>nd</sup> Street, S 14° 40' 56" E for a distance of 5.83 feet to a point on a line; thence leaving said right-of-way of S. 2<sup>nd</sup> Street, S 75° 51' 19" W for a distance of 87.64 feet to a point on a line; thence, S 27° 24' 54" W for a distance of 17.04 feet to a point on a line; thence, N 62° 35' 06" W for a distance of 10.00 feet to a point on a line; thence, N 27° 24' 54" E for a distance of 15.97 feet to a point on the north boundary line of said Franklin Street Corporation property; thence along said Franklin Street Corporation north boundary line, N 75° 51' 26" E a distance of 95.78 feet to the point of termination of Permanent Utility Easement, said point also being the point of beginning of Permanent Utility Easement.

Said Permanent Utility Easement measuring approximately 700 square feet, or 0.016 acres.

Being a portion of the property conveyed to Franklin Street Corporation by Warranty Deed recorded in Official Record Volume (ORV) 851, Page (PG) 2899 at the Register's Office of Montgomery County, Tennessee (ROMCT) and by Warranty Deed recorded in Official Record Volume (ORV) 854, Page (PG) 892 at the ROMCT.

Grantor hereby agrees that Grantee, its successors and assigns, may keep the easement clear of any debris, roots, growth or obstructions that may interfere with any utility line(s), and appurtenances thereto. Grantor covenants that no excavation, building, structure or obstruction of any kind will be constructed or permitted on said utility line easement and that it will not destroy, weaken or damage any utility line(s) or associated appurtenances, or interfere with the operation thereof or the flowage of combined sewer therein. The Grantee agrees that the Grantor's paving of any portion of the area subject to said easement will not destroy, weaken or damage any utility line(s) or associated appurtenances, or interfere with the operation thereof or the flowage of combined sewer therein.

Said easement is granted and conveyed subject to the limitations, restrictions, agreements and requirements set out herein, and further subject to any matters appearing of record.

Following any work performed by Grantor in the easement area, Grantor shall promptly remove all debris and shall otherwise restore such area to substantially the same condition as such area existed prior to such work.

Grantee shall not allow any mechanics, materialmen or similar lien to attach to the Grantor Property as a result of the work of Grantee.

TO HAVE AND TO HOLD the above-described easement with the estate, title and interest thereto, including all rights and powers therewith, belonging to Grantee, its successors and assigns, forever; and Grantor does covenant with Grantee that Grantor is lawfully seized and possessed of the underlying land in fee simple and of the utility line easement, has a good right to convey said easement, and the easement is unencumbered, except for matters of record; and Grantor does further covenant and bind itself, its successors and representatives, to warrant and forever defend the title to said easement to Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

Whenever used, the singular number shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

[SIGNATURE PAGES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021, at Clarksville, Tennessee.

GRANTOR:

FRANKLIN STREET CORPORATION, a Tennessee corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TENNESSEE )  
COUNTY OF MONTGOMERY)

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that (s)he executed the within instrument for the purposes therein contained, and who further acknowledged that (s)he is the \_\_\_\_\_ of Franklin Street Corporation, a Tennessee corporation, and as such \_\_\_\_\_. (s)he is authorized by the corporation to execute this instrument on behalf of the corporation.

Witness my hand and seal at \_\_\_\_\_ [City], \_\_\_\_\_ [State], this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

[SIGNATURES CONTINUED ON NEXT PAGE]

GRANTEE:

THE CITY OF CLARKSVILLE,  
a Tennessee municipal corporation

By: \_\_\_\_\_  
Mayor Joe Pitts

*ATTEST:*

\_\_\_\_\_  
Sylvia Skinner, City Clerk

STATE OF TENNESSEE            )  
COUNTY OF MONTGOMERY    )

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, Joe Pitts, Mayor and Sylvia Skinner, City Clerk, with whom I am personally acquainted, and who, upon oath, acknowledged that they executed the within instrument for the purposes therein contained, and who further acknowledged that they are the Mayor and City Clerk, respectively of the maker, City of Clarksville, a Tennessee municipal corporation, and they are authorized by the maker to execute the instrument on behalf of the maker.

WITNESS MY HAND, at office, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF MONTGOMERY

I hereby swear or affirm that a municipality is the Grantee of the property transferred, that pursuant to Tenn. Code Ann. § 67-4-409 (f)(1), this transfer of realty is tax-exempt, and that no oath of value is required pursuant to Tenn. Code Ann. § 67-4-409 (a)(5).

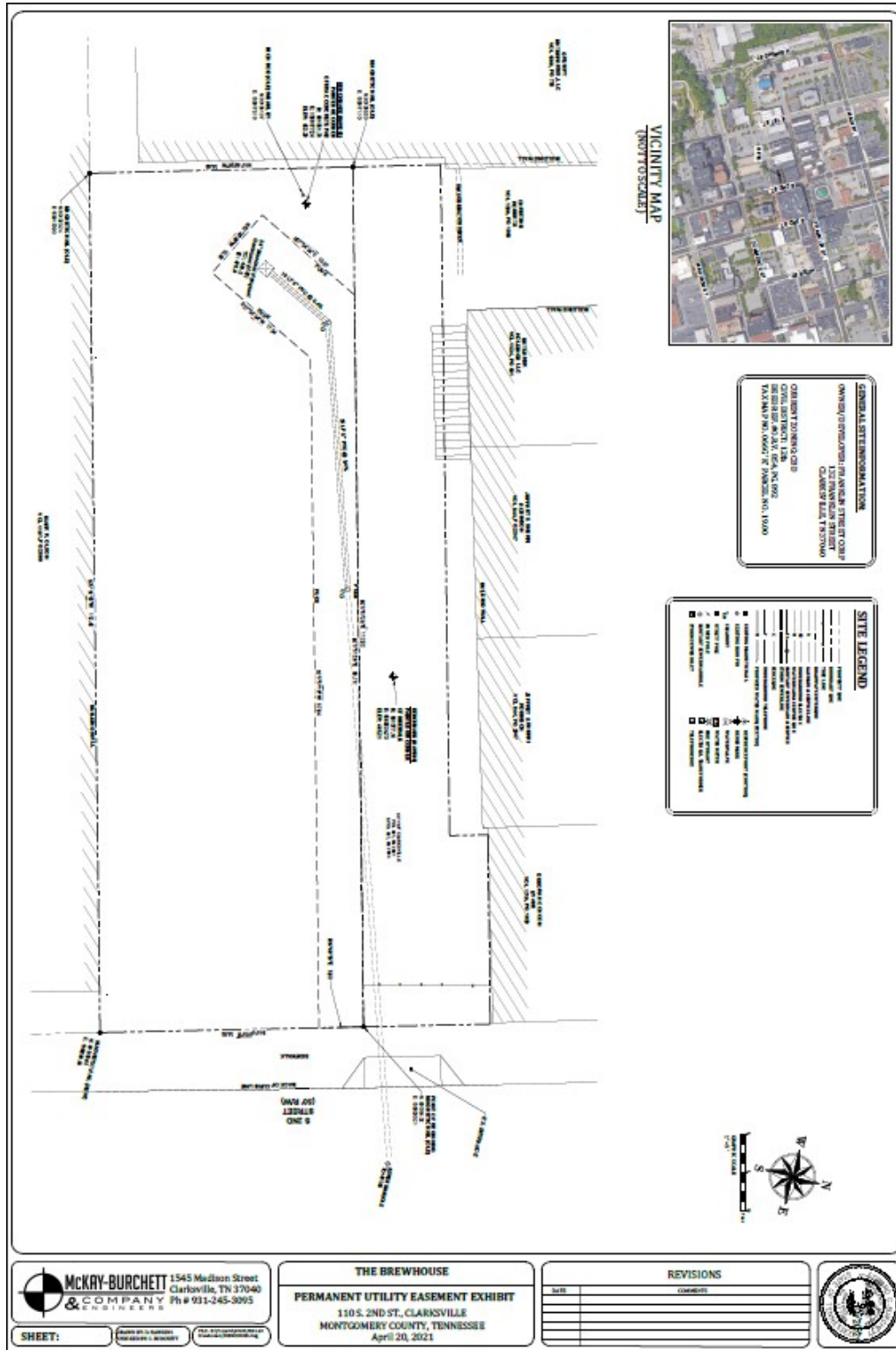
\_\_\_\_\_  
AFFIANT

Sworn to and subscribed before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

# Exhibit A to Public Utilities and Drainage Easement

## Drawing of Easement Area



## **EXHIBIT 10**

### **Form of Settlement Agreement**

#### **SETTLEMENT AGREEMENT**

This Settlement Agreement (this "Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2021, by and among Jeffrey Robinson and Sherri Robinson, (collectively the "Robinsons"), Franklin Street Corporation, a Tennessee corporation ("FSC") and the City of Clarksville, Tennessee (the "City") (each a "Party" and, collectively, the "Parties").

#### **WITNESSETH:**

WHEREAS, the Robinsons own certain property located in Montgomery County, Tennessee, being more particularly described on Exhibit A attached hereto (the "Robinson Property");

WHEREAS, FSC owns certain property located in Montgomery County, Tennessee, being more particularly described on Exhibit B attached hereto (the "FSC Property");

WHEREAS, the City owns certain property contiguous to the Robinson Property and the FSC Property, being more particularly described on Exhibit C attached hereto (the "City Property");

WHEREAS, the Robinsons and FSC have asserted certain claims against the City in a lawsuit that was filed in the Circuit Court for Montgomery County, Tennessee, styled as *Jeffrey Robinson, et al., v. The City of Clarksville, Tennessee*, No. CC16CV1410, and is now on appeal in the Court of Appeals of Tennessee, styled as *Jeffrey Robinson, et al., v. City of Clarksville*, No. M2020-01299-COA-R3-CV (the "Initial State Court Lawsuit");

WHEREAS, FSC has asserted certain claims against the City in a lawsuit that is pending in United States District Court for the Middle District of Tennessee, styled as *Franklin Street Corporation, v. The City of Clarksville*, Case No. 3:20-cv-00523 (the "Federal Court Lawsuit"); and

WHEREAS, Jeffery Robinson has asserted certain claims against the City, Joseph Pitts, officially as Mayor for the City and Lance Baker, officially as City Attorney for the City, in a lawsuit that is pending in the Circuit Court for Montgomery County, Tennessee, styled as *Jeffrey Robinson, v. City of Clarksville, Joseph Pitts, officially as Mayor for the City of Clarksville, and Lance Baker, officially as City Attorney for the City of Clarksville*, Docket No. CC-20-CV-2247 (the "Second State Court Lawsuit"); and

WHEREAS, the City has retained McKay-Burchett & Company Engineers ("McKay-Burchett") to conduct a drainage study and prepare plans (the "Construction Plans") to reroute a portion of the stormwater drainage flowing to a stormwater inlet located on the property owned

Christine L. Roberts (the “Roberts Inlet”) to the location on the FSC Property as shown on the Construction Plans; and

WHEREAS, pursuant to a Project Agreement (the “Project Agreement”) by and among the Parties and Highpointe Row Partners, a Tennessee general partnership (“HRP”), the City has agreed to: (i) reimburse the Robinsons and/or FSC for a portion of the cost of extending the combined sewer line on the FSC Property to a new grate inlet, the construction of a retaining wall and the alteration of existing downspouts (the “Drainage Improvements”) as shown on the Construction Plans, (ii) pay the “Additional Consideration (as defined in the Project Agreement) and (ii) transfer the City Property to the Robinsons in exchange for HRP conveying property owned by HRP the City; and

WHEREAS, in exchange for the City’s agreement to make the payment of the Additional Consideration and to reimburse the Robinsons and/or FSC for a portion of the cost of the Drainage Improvements and the conveyance of the City Property to the Robinsons, the Robinsons and FSC, have agreed to dismiss with prejudice the Federal Court Lawsuit and the Second State Court Lawsuit and release certain claims as described in this Agreement,

NOW THEREFORE, the Robinsons, FSC and the City enter into this Agreement for the consideration and purposes expressed herein:

1. Dismissal of Federal Court Lawsuit. No later than three (3) business days after the date of the Closing (as defined in the Project Agreement), FSC shall file the Notice of Dismissal (with Prejudice), attached hereto as Exhibit D, dismissing all of its claims in the Federal Court Lawsuit against the City with prejudice. Any court costs assessed in connection with the Federal Court Lawsuit shall be paid by FSC. All parties shall bear their own fees and costs, including attorneys’ fees. Neither party shall seek discretionary costs consistent with Rule 54, Federal Rules of Civil Procedure.

2. Dismissal of Second State Court Lawsuit. No later than three (3) business days after the date of the Closing (as defined in the Project Agreement), Jeffery Robinson shall file the Agreed Order Voluntary Dismissal with Prejudice attached hereto as Exhibit E, dismissing all of his claims in the Second State Court Lawsuit against the City and the City Parties with prejudice. Any court costs assessed in connection with the Second State Court Lawsuit shall be paid by Jeffery Robinson. All parties shall bear their own fees and costs, including attorneys’ fees. Neither party shall seek discretionary costs consistent with Rule 54, Tennessee Rules of Civil Procedure.

3. Robinsons’ Release of the City. The Robinsons, on behalf of themselves and their representatives, related entities, affiliates, parents, subsidiaries, predecessors, successors, assigns and current and former directors, officers, agents and employees, hereby irrevocably and unconditionally releases, discharges and covenants not to sue the City and its affiliates, successors, assigns and its current and former officials, agents, employees, attorneys, contractors/vendors and insurers, from and for: (i) any and all claims, damages, actions, causes of action or liabilities of whatsoever nature, whether known or unknown, disclosed or undisclosed, that, in the broadest sense, in any way arise out of or are related to any flooding from Second Street or the City Property or flooding or overflow from or caused by or in any way connected to the Roberts Inlet that

occurred prior to the Effective Date; (ii) any and all claims, damages, actions, causes of action or liabilities of whatsoever nature that have been asserted against the City in the Federal Court Lawsuit, or which could have been asserted against the City, or its affiliates, successors, assigns, or its current and former officials, agents, employees, attorneys, contractors/vendors and insurers, in the Federal Court Lawsuit; and (iii) any and all claims, damages, actions, causes of action or liabilities of whatsoever nature that have been asserted against the City or its affiliates, successors, assigns, or its current and former officials, agents, employees, attorneys, contractors/vendors and insurers in the Second State Court Lawsuit, or which could have been asserted against the City, or its affiliates, successors, assigns, or its current and former officials, agents, employees, attorneys, contractors/vendors and insurers, in the Second State Court Lawsuit. Nothing contained in the foregoing release and covenant not to sue shall apply to, affect or serve as a defense to any claims previously asserted by the Robinsons against the City, or attempted to be asserted against former Mayor Kim McMillan, in the Initial State Court Lawsuit. This is not a release of any claim set forth in the Initial State Court Lawsuit, including, without limitation, any and all claims by the Robinsons which were previously asserted in the Initial State Court Lawsuit. The settlement set forth herein and the compensation and the land transfers made by the parties pursuant to the Project Agreement shall not be plead by the City as an affirmative defense to any claims which were previously asserted by the Robinsons in the Initial State Court Lawsuit. The compensation paid pursuant to the Project Agreement shall not be plead in any way as satisfaction of any claims which were previously asserted by the Robinsons in the Initial State Court Lawsuit. This includes all claims which were previously asserted by the Robinsons in the Initial State Court Lawsuit but dismissed by the Trial Court which may be reinstated by the Tennessee Court of Appeals and any claims attempted to be brought against former Mayor Kim McMillan which were previously asserted by the Robinsons in the Initial State Court Lawsuit. The foregoing exception to the release by the Robinsons shall not apply to any person or entity not specifically named as a party defendant in the original Complaint or any proposed Amended Complaint filed with the Trial Court in the Initial State Court Lawsuit, including but not limited to Mayor Joe Pitts, Lance Baker, Charlie Gentry, Pat Hickey, Jack Frazier, Mark Riggins Garth Branch and Richard Stevens, both in their official capacity and their individual capacity.

4. FSC's Release of the City. FSC, on behalf of itself and its representatives, related entities, affiliates, parents, subsidiaries, predecessors, successors, assigns and current and former directors, officers, agents and employees, hereby irrevocably and unconditionally releases, discharges and covenants not to sue the City and its affiliates, successors, assigns and its current and former officials, agents, employees, attorneys, contractors/vendors and insurers, from and for: (i) any and all claims, damages, actions, causes of action or liabilities of whatsoever nature, whether known or unknown, disclosed or undisclosed, that, in the broadest sense, in any way arise out of or are related to any flooding from Second Street or the City Property or flooding or overflow from or caused by or in any way connected to the Roberts Inlet that occurred prior to the Effective Date; and (ii) any and all claims, damages, actions, causes of action or liabilities of whatsoever nature, that have been asserted against the City or its affiliates, successors, assigns, or its current and former officials, agents, employees, attorneys, contractors/vendors and insurers, in the Federal Court Lawsuit, or which could have been asserted against the City, or its affiliates, successors, assigns, or its current and former officials, agents, employees, attorneys, contractors/vendors and insurers, in the Federal Court Lawsuit, and (iii) any and all claims, damages, actions, causes of action or liabilities of whatsoever nature that have been asserted against the City or its affiliates,



successors, assigns, or its current and former officials, agents, employees, attorneys, contractors/vendors and insurers in the Second State Court Lawsuit, or which could have been asserted against the City, or its affiliates, successors, assigns, or its current and former officials, agents, employees, attorneys, contractors/vendors and insurers, in the Second State Court Lawsuit. Nothing contained in the foregoing release and covenant not to sue shall apply to, affect or serve as a defense to any claims previously asserted by FSC against the City, or attempted to be asserted against former Mayor Kim McMillan, in the Initial State Court Lawsuit. This is not a release of any claim set forth in the Initial State Court Lawsuit, including, without limitation, any and all claims by FSC which were previously asserted in the Initial State Court Lawsuit. The settlement set forth herein and the compensation and the land transfers made by the parties pursuant to the Project Agreement shall not be plead by the City as an affirmative defense to any claims which were previously asserted by FSC in the Initial State Court Lawsuit. The compensation paid pursuant to the Project Agreement shall not be plead in any way as satisfaction of any claims which were previously asserted by FSC in the Initial State Court Lawsuit. This includes all claims which were previously asserted by FSC in the Initial State Court Lawsuit but dismissed by the Trial Court which may be reinstated by the Tennessee Court of Appeals and any claims attempted to be brought against former Mayor Kim McMillan which were previously asserted by FSC in the Initial State Court Lawsuit. The foregoing exception to the release by FSC shall not apply to any person or entity not specifically named as a party defendant in the original Complaint or any proposed Amended Complaint filed with the Trial Court in the Initial State Court Lawsuit, including, but not limited to, Mayor Joe Pitts, Lance Baker, Charlie Gentry, Pat Hickey, Jack Frazier, Mark Riggins Garth Branch, and Richard Stevens, both in their official capacity and their individual capacity.

5. No Admission of Liability. The facts, claims and issues that have been or which may be asserted by Robinsons and/or FSC, (i) regarding any flooding from or obstruction of the Roberts Inlet, (ii) in the Federal Court Lawsuit, and (iii) in the Second State Court Lawsuit are all disputed by the City. The settlement of the claims regarding any flooding from Second Street or the City Property or flooding or overflow from or caused by or in any way connected to the Roberts Inlet, the settlement of the Federal Court Lawsuit and the settlement of the Second State Court Lawsuit and consideration provided herein to the Robinsons and/or FSC is NOT an acknowledgment by the City, or by any official, employee or agent of the City, of the merits of any flooding claims made by the Robinsons or FSC, or any position taken by the Robinsons or FSC, in the Federal Court Lawsuit or the Second State Court Lawsuit or a statement of the position of the City, or of any official, employee or agent of the City, regarding the facts in dispute, or a finding of any fact as to any issue in dispute. This Agreement does not, and shall not, constitute an admission by the City, or of any official, employee or agent of the City, of any violation of any federal, state or local law or regulation, or of a violation of any rights, privileges or immunities of the Robinsons, FSC or of any other person or entity.

6. Consent and Authority. The Robinsons, FSC and the City represent and warrant that they have the full and proper consent and authority of the persons or entities for which they sign to enter into this Agreement. The Robinsons, FSC and the City represent and warrant that they are the full and sole owners of the claims, demands and/or causes of action released and settled in this Agreement, that they have the full authority and consent to execute the Agreement and to settle and release all such claims, demands and/or causes of action, and that the claims, demands,

causes of action and/or other matters released in this Agreement have not been assigned, transferred, or otherwise encumbered.

7. Full Knowledge. The Robinsons, FSC and the City represent to all other Parties that they have carefully read and reviewed and know and understand the contents of this Agreement, that they have discussed the terms of this Agreement with their respective counsel, and that they have executed this Agreement freely, knowingly and voluntarily.

8. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Robinsons, FSC and the City.

9. Amendment. This Agreement may not be amended or otherwise altered except by an agreement in writing signed by all of the Parties listed below.

10. Applicable Law and Venue. This Agreement shall be interpreted, construed and enforced in accordance with, and its construction and performance shall be governed by, the laws of the State of Tennessee without giving effect to the conflict of laws or choice of laws thereof. Exclusive venue for any litigation arising out of or relating to this Agreement shall be in the U. S. District Court for the Middle District of Tennessee or in the state courts located in Montgomery County, Tennessee.

11. Waiver of Jury Trial. Each Party, for itself and its successors and assigns, hereby waives any right to trial by jury in connection with any litigation arising out of this Agreement.

12. Construction of Agreement. Each of the Parties hereto has agreed to the use of the particular language of this Agreement, and any question regarding the meaning of this Agreement shall not be resolved by any rule providing for construction against the Party who caused the uncertainty to exist or against the draftsman. If any Party to this Agreement is made up of more than one (1) person or entity, then all of the persons and/or entities comprising such Party shall be jointly and severally liable hereunder. This Agreement and the Additional Documents (as defined in the "Project Agreement") constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, letters, negotiations and discussions, whether oral or written, of the Parties. The captions and headings contained herein are for convenience and reference only, and they shall not be deemed to define, modify or add to the meaning of any provision of this Agreement.

13. Counterparts. This Agreement may be executed in one or more counterparts, including facsimile signatures, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties hereto.

14. Severance. If any part of this Agreement is found unlawful or unenforceable, the remainder of this Agreement shall not be affected by that finding.

15. Exhibits. The Parties acknowledge that all exhibits referenced in this Agreement are attached hereto and incorporated herein by reference.

16. Expenses. Each Party shall be responsible for the payment of the attorneys' fees that it incurs in connection with the preparation of this Agreement.

17. Effective Date. The "Effective Date" of this Agreement shall be the date of the Closing as defined in the Project Agreement. In the event the Closing does not occur pursuant to the terms of the Project Agreement, then this Agreement shall have no force and effect.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.**

**SIGNATURE PAGE TO FOLLOW.]**

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement as of the date set forth below.

THE CITY OF CLARKSVILLE, TENNESSEE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sylvia Skinner, City Clerk  
DATE: \_\_\_\_\_

JEFFREY ROBINSON

\_\_\_\_\_  
DATE: \_\_\_\_\_

SHERRI ROBINSON

\_\_\_\_\_  
DATE: \_\_\_\_\_

FRANKLIN STREET CORPORATION

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

## **Exhibit A to Settlement Agreement**

### **Description of the Robinsons Property**

Tract 1: 132 Franklin Street, Clarksville, Tennessee: A store building and lot at 132 Franklin Street in the City of Clarksville, beginning at a point on the south side of Franklin Street, about 55 feet west of Second Street, Mrs. Harrison's northwest corner; thence southwardly with Mrs. Harrison's parallel with Second Street about 100 feet to the property formerly owned by Michell brothers; thence westwardly, parallel with Franklin Street about 25 feet to the property now owned by Mrs. L.A. Pennebaker; thence northwardly with Pennebaker about 100 feet to Franklin Street; thence eastwardly with said street about 25 feet to the beginning.

Tract 2: 134 Franklin Street, Clarksville, Tennessee: A store building and lot at 132 Franklin Street in the City of Clarksville, beginning at a point on the south side of Franklin Street, about 55 feet west of Second Street, Mrs. Harrison's northwest corner; thence southwardly with Mrs. Harrison's parallel with Second Street about 100 feet to the property formerly owned by Michell brothers; thence westwardly, parallel with Franklin Street about 25 feet to the property now owned by Mrs. L.A. Pennebaker; thence northwardly with Pennebaker about 100 feet to Franklin Street; thence eastwardly with said street about 25 feet to the beginning.

This description was taken from Official Record Book Volume 726, Page 1377, in the Register's Office for Montgomery County, Tennessee.

Tract 1-Parcel ID: 066G K 01500 000

Tract 2-Parcel ID: 066G K 01600 000

This is the same realty conveyed to Jeffrey K. Robinson and wife, Sherri L. Robinson, by deed of record in Official Record Book Volume 844, Page 2347, in the Register's Office for Montgomery County, Tennessee, as to both tracts.

## **Exhibit B to Settlement Agreement**

### **Description of FSC Property**

Being a tract of land situated in the 12th Civil District in Clarksville, Montgomery County, Tennessee, and being more fully described as follows:

BEGINNING at a point in the west right of way of Second Street, said point being South 14 degrees 41 minutes 37 seconds East, 111.50 feet from the intersection of the south right of way of Franklin Street and said west right of way of said Second Street, said point being the northeast corner of said herein tract described;

THENCE with said Second Street, South 14 degrees 41 minutes 37 seconds East, 34.50 feet to a point, said point being the southeast corner of the said Albert Marks property, said point also being the northeast corner of the Mark Olson property, ORBV.816, Page 1355, R.O.M.C.T., said point also being southeast corner of said herein tract described;

THENCE leaving said Second Street and with the north line of said Olson property, South 76 degrees 02 minutes 27 seconds West, 113.76 feet to a point, said point being the southwest corner of said Albert Marks property, said point also being the southeast corner of the D & S Investments property, ORBV. 651, Page 1101, said point also being the southwest corner of said herein tract described;

THENCE leaving said Olson property and with the east line of said D & S Investments property, North 14 degrees 41 minutes 37 seconds West, 34.50 feet to a point, said point being the northwest corner of said herein tract described;

THENCE leaving said D & S Investments property, North 76 degrees 02 minutes 27 seconds East, 113.16 feet to a point of beginning.

Said tract containing 3904 square feet or 0.09 acres more or less.

Said tract being subject to all easements, right of ways, restrictions and conveyances of record.

Being a portion of the property conveyed to Franklin Street Corporation by deeds of record in ORBV 851, Page 2899 and ORBV 854, Page 892, Register's Office for Montgomery County, Tennessee.

This description excludes the property conveyed to the City of Clarksville by deed of record in ORBV 851, Page 2901, Register's Office for Montgomery County, Tennessee.

Parcel ID:

Parcel ID: 066G K 01900 000

## **Exhibit C to Settlement Agreement**

### **Description of City Property**

Being a Tract of land situated in the 12<sup>th</sup> Civil District of Montgomery County, Tennessee, said Tract being in downtown Clarksville and being generally located north of Commerce Street, south of Franklin Street, east of S. 1<sup>st</sup> Street, and west of, and adjacent to S. 2<sup>nd</sup> Street, said Tract being more particularly described as follows:

Beginning at a pk nail (new) in the western right-of-way of S. 2<sup>nd</sup> Street, said pk nail being located 95.00 feet south of the southern right-of-way of Franklin Street, as measured along the western right-of-way of S. 2<sup>nd</sup> Street, said pk nail also being the southeastern corner of the Deborah S. Evans property, as recorded in O.R.V. 609, Page 303, R.O.M.C.T.;

Thence with the western right-of-way of S. 2<sup>nd</sup> Street, South 14 degrees 52 minutes 43 seconds East 16.50 feet to a pk nail (new);

Thence leaving the said western right-of-way, and on a severance line, South 75 degrees 47 minutes 11 seconds West 112.63 feet to a pk nail (new), said pk nail being in the eastern line of the Grumpy's Enterprises, LLC property, as recorded in O.R.V. 1509, Page 756, R.O.M.C.T.;

Thence with the eastern line of the said Grumpy's Enterprises, LLC property, North 14 degrees 55 minutes 18 seconds West 11.50 feet to a pk nail (new), said pk nail being the southwestern corner of the Christine L. Roberts property, as recorded in O.R.V. 1390, Page 1908, R.O.M.C.T.;

Thence with the southern line of the said Robert's property, and the southern lines of the BKTurner Holding, LLC property, as recorded in O.R.V. 1434, Page 831, R.O.M.C.T., and the Jeffrey K. Robinson, ET UX property, as recorded in O.R.V. 844, Page 2347, R.O.M.C.T., North 75 degrees 47 minutes 11 seconds East 87.79 feet to an iron pin (new), said iron pin being the southeastern corner of the said Jeffrey K. Robinson, ET UX property;

Thence with the eastern line of the said Robinson property, North 14 degrees 46 minutes 05 seconds West 5.00 feet to an iron pin (new), said iron pin being the southwestern corner of the said Deborah S. Evans property;

Thence with the southern line of the said Evans' property, North 75 degrees 47 minutes 11 seconds East 24.83 feet to the point of beginning.

The above described Tract shall remain a Public Utility & Drainage Easement in its entirety, regardless of ownership.

Said Tract contains 0.033 Acres (1,419.4 sq. ft.) more or less.

Property is subject to all easements, rights-of-way, covenants, and restrictions of record.

Property description is based on a physical survey by Billy Ray Suiter, PLS 1837.

All iron pins set are ½" x 18" rebar with plastic cap stamped "SUITER 1837".

Being the same property conveyed by Franklin Street Corporation to the City of Clarksville by deeds of record in ORBV 851, Page 2901 and ORBV 851, Page 2904, in the Register's Office for Montgomery County, Tennessee.



**Exhibit D to Settlement Agreement**

**Form of Notice of Dismissal of the Federal Court Lawsuit**

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF TENNESSEE  
NASHVILLE DIVISION

FRANKLIN STREET CORPORATION,

Plaintiff,

v.

THE CITY OF CLARKSVILLE,  
TENNESSEE,

Defendant.

Case No. 3:20-cv-00523

Judge Aleta A. Trauger

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**FRANKLIN STREET CORPORATION'S  
RULE 41(A)(1)(A)(i) NOTICE OF DISMISSAL**

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Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(i), Franklin Street Corporation hereby gives notice that it is dismissing this action with prejudice (with costs taxed as paid) due to the parties' settlement of the claims at issue in this matter.

Dated: \_\_\_\_\_, 2021.

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Mark R. Olson ((#11630)  
Olson & Olson, PLC  
112 S. Second Street, Suite 200  
Clarksville, TN 37040  
931-648-1517

*Attorney for Plaintiff, Franklin Street Corporation*

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing was served by email on the following:

Lance A. Baker  
One Public Square  
Clarksville, TN 37040  
[lance.baker@cityofclarksville.com](mailto:lance.baker@cityofclarksville.com)

James L. Murphy III  
1600 Division Street, Suite 700  
P.O. Box 340025  
Nashville, Tennessee 37203  
[jmurphy@bradley.com](mailto:jmurphy@bradley.com)

Mike J. Stephens  
1600 Division Street, Suite 700  
P.O. Box 340025  
Nashville, Tennessee 37203  
[mstephens@bradley.com](mailto:mstephens@bradley.com)

*Attorneys for Defendant, The City of Clarksville, Tennessee*

on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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Mark R. Olson

## Form of Agreed Order Voluntary Dismissal with Prejudice of the Second -State Court Lawsuit

[illegible]

**JUDGE HICKS**

Entered this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

---

ROSS H. HICKS  
CIRCUIT COURT JUDGE

**APPROVED FOR ENTRY BY:**

**OFFICE OF THE CITY ATTORNEY  
CITY OF CLARKSVILLE, TN**

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

**LANCE A. BAKER, #015152**

**NEIL C. STAUFFER, # 035447**

One Public Square

Clarksville, TN 37040

[lance.baker@cityofclarksville.com](mailto:lance.baker@cityofclarksville.com)

[neil.stauffer@cityofclarksville.com](mailto:neil.stauffer@cityofclarksville.com)

Telephone: (931) 553-2475

Facsimile: (931) 221-0122

*Attorneys for Defendant City of Clarksville*

-and-

\_\_\_\_\_  
Mark R. Olson

112 South Second Street, Suite 200

Clarksville, TN 37040

[molson@olsonplc.com](mailto:molson@olsonplc.com)

Telephone: (931) 648-1517

Facsimile: (931) 648-9186

Taylor R. Dahl

498 Grant Avenue

Clarksville, TN 37040

[tdahl@taylordahllaw.com](mailto:tdahl@taylordahllaw.com)

Telephone: (931) 245-5060

Facsimile: (931) 245-5062

*Attorneys for Plaintiff, Jeffrey Robinson*

### **CERTIFICATE OF SERVICE**

The undersigned certifies that a true and correct copy of the foregoing has been served upon the following by hand delivery and/or regular U.S. Mail, postage prepaid, on this the day of\_, 2021:

I hereby certify that a true and correct copy of the foregoing was served by email on the following:

Lance A. Baker  
One Public Square  
Clarksville, TN 37040  
[lance.baker@cityofclarksville.com](mailto:lance.baker@cityofclarksville.com)

Neil C. Stauffer  
One Public Square  
Clarksville, TN 37040  
[neil.stauffer@cityofclarksville.com](mailto:neil.stauffer@cityofclarksville.com)

*Attorneys for Defendant, The City of Clarksville, Tennessee*

on this the\_\_\_\_\_day of\_\_\_\_\_, 2021.

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Mark R. Olson