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Phyllis Lee Crisp, Register
Blount County Tennessee
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DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS
(SPRINGBROOK FARMS-COMMERCIAL)

This Declaration of Easements, Covenants and Restrictions (Springbrook Farms-Commercial) ("Declaration") is made and declared as of the 13th day of September, 2019, by Airport Center Development Partners, LLC, a Tennessee limited liability company ("Declarant").

RECITALS:

A. Declarant is the owner of certain property located in Blount County, City of Alcoa, Tennessee as more fully described on Exhibit A attached hereto (the "Property"). A Conceptual Development Plan depicting the Property is attached hereto as Exhibit B (the "Conceptual Development Plan"); and

B. Declarant contemplates that the Property will be subdivided into Lots of varying sizes for commercial, office, retail, residential and other peripheral development. Declarant intends to create certain Common Areas (as defined in Section 1.3(b)) and desires to provide a mechanism for ownership and maintenance of any Common Areas. Declarant may also elect to increase or decrease the Property by releasing certain land or by annexing additional land to the Property.

C. Declarant intends to impose certain easements in the future, and desires to impose certain restrictions on the Property and desires to make certain covenants relating to use and ownership of the Property, as provided herein.

NOW, THEREFORE, for the purposes stated herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are acknowledged, Declarant does hereby make and declare the following:

1. **APPLICABILITY AND DEFINITIONS.**

1.1 **Establishment of Easements, Covenants and Restrictions.** Declarant, for itself, its successors and assigns, hereby declares that the Property is now and shall hereafter be held, transferred, sold, conveyed, improved and occupied subject to the covenants and restrictions set forth herein, and shall be subject to easements granted as provided herein. The Property subject to this Declaration is the Property and any additional property which Declarant may elect to annex to the Property as hereinafter provided for the purpose of making such annexed property subject

to and entitled to the use and benefit of this Declaration. This Declaration does not apply to any other property of Declarant which is not described herein as the Property and which has not been annexed by the Declarant in the manner set forth herein.

1.2 Future Single-Family Residential Area. It is contemplated that a portion of the Property, generally in the area labeled "Future Single-Family Residential Area" on the Conceptual Development Plan, may be released from this Declaration and made subject to a separate residential Declaration to encumber and serve the Future Single-Family Residential Area. Notwithstanding, there is no requirement that the Future Single-Family Residential Area be used for single-family residential purposes or be released from this Declaration, and unless and until any such part of the Property is released it shall remain subject to this Declaration.

1.3 Definitions. The following definitions shall apply herein:

- a. "Buildings" shall mean any structure with a floor, walls and roof erected on the Property, and shall include all elements and components of the structure including eaves, porches, covered walkways, docks and other components.
- b. "Common Areas" shall mean the open space areas and improvements on the Property designed for the joint use and benefit of the Owners of the Property and their Permittees, or designated and declared by Declarant to be Common Areas, including streets, driveways, common driveways, parking areas, sidewalks, boardwalks, medians, curbs, lighting, landscaping, irrigation systems, utilities and utility systems, detention ponds, water treatment facilities, the Springbrook Stormwater Management Facilities, parks, greenspaces, plazas, identification and directional signage and other similar areas and amenities. Common Areas may be on or within Lots or other areas of the Property or may be separate Lots. Common Areas may be on public streets or rights of way serving the Property. The term "Common Area" may refer to areas of land or facilities located thereon. No Common Areas are designated by this Declaration, and the areas labeled as "Future Town Center" and "Detention Pond" on the Conceptual Development Plan attached hereto are conceptual and may not necessarily be designated as Common Areas. Common Areas may be designated by amendment or supplement to this Declaration or by a plat executed by the Declarant.
- c. "Design Guidelines" shall mean design guidelines or standards promulgated by the Declarant or the Design Review Committee, as may be amended or supplemented from time to time.
- d. "Improvement" shall mean any physical construction or installation of any type or kind, above or below ground, including without limitation Buildings and other structures, gazebos, pergolas, outbuildings, utility lines and facilities, pipes and culverts, trash removal or processing facilities, landscaping, hardscapes, pavement, curbing, sidewalks, walls, fences, signs and lighting fixtures.
- e. "Lot" shall mean each of the Lots into which the Property may be subdivided and shall include any lots, parcels or tracts into which the Property or

the Lots may hereafter be re-subdivided or combined. Notwithstanding, any Lot lines depicted on the Conceptual Development Plan attached hereto are conceptual only and do not depict existing Lots. Lots shall be created by future subdivision plats.

f. "Occupant" shall mean any person or entity, including any Owner, who has the right to use or occupy any portion of the Property, including without limitation any tenant, lessee, renter or licensee.

g. "Owner" shall mean an owner of legal title to a Lot or part of the Property, not including a trustee who holds the legal title for the sole purpose of securing indebtedness.

h. "Permittees" shall mean the Occupants of the Property and the respective employees, agents, contractors, customers, invitees, and licensees of the Owner or Occupant of the Property.

i. "Person" shall mean any individual, partnership, firm, association, corporation, trust, limited liability company or any other form of business or governmental entity.

j. "POA" shall mean an association of the Owners of all or a portion of the Property; the POA shall be a nonprofit corporation or other entity established for the mutual benefit of the Owners.

k. "Springbrook Stormwater Management Facilities" shall mean SCMs (as defined herein) and other stormwater Improvements or facilities approved by the Declarant designed to contain or control or to improve the water quality of stormwater runoff and serving one or more Lots and/or the Common Area.

l. "Stormwater Control Measure" or "SCM" shall mean a physical structure or structures requiring engineering design and engineered construction to improve water quality and/or to control water quantity from stormwater runoff.

2. DESIGN REVIEW COMMITTEE.

2.1 Establishment of Committee. There shall be a Design Review Committee ("DRC") to review standards for development and construction on the Property. No Building or other Improvements may be erected, constructed, renovated (by material exterior alterations) or placed on the Property without the review and approval of the DRC, other than construction of roads, utilities and other infrastructure Improvements by Declarant or any governmental entity.

2.2 Members. The DRC shall be appointed by Declarant and shall be composed of at least three (3) members. Each member shall serve a term of one (1) year, or until a replacement member is appointed. A member may be reappointed by the Declarant for additional

terms or removed by the Declarant at any time. The right to appoint one or more members of the DRC may be delegated by Declarant to the POA.

2.3 Actions. The actions and decisions of the DRC will be made by majority vote of DRC members present at a called meeting or by written consent of a majority of the DRC members. Actions may be taken formally or informally and may be taken at a meeting or by written notice and response, or by telephone or other electronic means. An action shall be deemed taken (a) when approved by a majority of the DRC members present at a meeting called by Declarant on at least five (5) days' notice; (b) when approved by written consent of a majority of the DRC members at least five (5) days after notice of the proposed action is given to the DRC members; or (c) upon the written consent of all of the DRC Members. Each DRC member may vote in person or by proxy. All proxies shall be in writing and shall be revocable. A quorum for the conduct of business of the DRC shall consist of no less than three (3) members of the DRC or a majority of the DRC membership, if larger.

2.4 Design Guidelines and Standards. The Declarant or the DRC may adopt and publish from time to time Design Guidelines for all or portions of the Property. Any plans and specifications submitted to the DRC shall conform to any such Design Guidelines. The DRC shall be authorized to apply, enforce, waive and modify any design or construction standard or construction requirement or similar provision set forth in this Declaration or promulgated by the DRC for a particular Improvement, project or Lot as the DRC deems appropriate. Any plans and specifications submitted must also comply with these Declarations and with applicable governmental regulations, including zoning and land use ordinances.

2.5 Approval of Plans

a. Submission Request. Prior to the commencement of any construction, renovation or installation of Buildings or other Improvements on the Property, plans and specifications of the proposed Building or Improvements shall be submitted to the Declarant and the DRC by the Owner of the Lot or its authorized representative.

b. Plans. The plans submitted shall include:

1. A site plan showing existing and finished grades, Building footprints, roads, easements, setbacks, parking areas, service areas, loading facilities, sidewalks, trash disposal facilities, and other Improvements, and stating the Building coverage ratio and parking ratio.

2. Floor plans for all floors, showing major dimensions, provided that interior partition walls may be omitted if not known.

3. Elevations indicating major exterior materials, visible roof projections and visible mechanical equipment.

4. Landscape plans, including, without limitation, landscaped areas, hardscapes, specific trees, plants and ground covers, and other material to be used in each area.

5. Signage plan, showing exterior sign locations, design, materials, colors, size, wording and lighting.

6. Exterior lighting plan.

7. Such other information as may be requested by the DRC, whether as part of the original submission or as requested subsequent to the original submission.

c. Specifications. The specifications proposed by the Owner shall specify and describe the types of construction and materials to be used, including all major exterior materials and colors. If a Building is to be based on an existing prototype, photographs or detailed drawings of the existing prototype shall be provided.

d. Submission Procedure. Six (6) copies of the plans and specifications shall be submitted to Declarant for further submission to the DRC. Submissions shall be made to Declarant at its address for notices as specified herein or such other address as Declarant may designate.

e. Review of the plans and specifications. Approval or rejection by the DRC shall be based on such factors as the DRC, in its sole and absolute discretion, deems appropriate to ensure the appropriate level of design and quality in the development of the Property. The DRC may but is not required to consider factors such as:

1. Compliance with the requirements set forth herein;
2. Conformity and harmony of external design with neighboring structures;
3. Effect of the location and use of Improvements on neighboring sites;
4. Relation of finished ground elevations of the Lot being improved to that of neighboring Lots.

2.6 Notification of Approval. The DRC shall use best efforts to consider plans, specifications and other documents submitted for approval within fifteen (15) days of receipt by the DRC of all required information, as determined by the DRC in its discretion, and shall notify Declarant of the approval or disapproval of the submittal by the DRC. Declarant shall notify the party submitting the plans and specifications of the action of the DRC in writing (which may be by email or other electronic transmission). If the DRC fails to either approve or disapprove the plans and specifications or request additional information within thirty (30) days after receipt of all required information, the DRC shall be deemed to have approved said plans and specifications. The DRC may give approvals conditional on certain stated requirements being met.

2.7 No liability. Neither the Declarant, the DRC nor its members shall have liability of any kind arising from any approval or disapproval of plans and specifications or any

action or failure to act by the DRC. Approval of the plans and specifications by the DRC does not constitute a representation or indication that the plans and specifications comply with applicable laws and regulations, and it shall be the sole responsibility of the Owner and the party submitting the plans to ensure compliance with all applicable restrictions and applicable zoning ordinances, building codes and other governmental regulations.

3. COMMON AREAS.

3.1 General Maintenance. The Owner of each Lot shall be responsible for keeping, maintaining and repairing its Lot, including parking lot sweeping, driveway maintenance and repair, landscaping, general Building maintenance and repair, snow removal, and utility line and facility maintenance, consistent with first class retail, office or residential developments, as applicable, in the Alcoa, Maryville and Knoxville, Tennessee metropolitan areas, unless otherwise provided in this Declaration or as may otherwise be undertaken in writing by Declarant or other party approved by Declarant.

3.2 Common Area Maintenance. The Owner of each Lot shall be responsible for keeping, maintaining, repairing and replacing the Common Areas on its Lot at its expense unless otherwise provided in this Declaration or as may otherwise be undertaken in writing by Declarant or other party approved by Declarant.

3.3 Establishment of Common Areas. Declarant, at its sole option, may elect to create and establish Common Areas on portions of the Property it owns or on public rights-of-way adjacent to or within the Property. Nothing contained herein shall require Declarant to establish or create any Common Areas. If Declarant elects to establish any Common Areas, the initial cost of construction of the Common Areas or facilities thereon shall be borne by the Declarant. Common Areas may be established by designating the same on Plats filed by or executed by Declarant in the Blount County, Tennessee, Register's Office

3.4 Maintenance Assessment. The Owner of each Lot, by acceptance of a deed for such Lot, shall be deemed to covenant to pay its pro rata share of the cost of insuring (casualty and liability), maintaining, repairing and replacing the Common Areas ("Common Area Costs") to the extent such obligations are imposed upon or undertaken by Declarant as provided in this Declaration and are assessed against the Owners ("Maintenance Assessments"). Maintenance Assessments may include amounts to hold in reserve, as reasonably determined by the Declarant, for projected future maintenance, replacement or emergency costs. The Declarant may charge a reasonable fee for management services, or the Declarant may engage the services of a management company to perform all or part of such management. The cost of such management shall be included in Common Area Costs. Except as otherwise provided herein, the pro rata share shall be determined by dividing the acreage of the Lot by the total acreage of all Lots or parcels which make up the Property, excluding any public roads or public rights-of-way and excluding any areas which have been designated as separate Common Area Lots or are conveyed to a nonprofit corporation for maintenance and preservation of streams and wetland areas or other public use. Declarant, at its option, may elect to establish a monthly billing process for Maintenance Assessments, based upon the reasonable projected annual Common Area Costs.

Only the Declarant shall have the power to assess and enforce Maintenance Assessments. Maintenance Assessments may be assessed against an Owner upon the earlier to occur of (a) the date the Lot has been improved and either opened for business to the public or used as parking or other ancillary use for another developed Lot on the Property; or (b) the date the Lot has been owned by a transferee of the Declarant for two (2) years. Annual Maintenance Assessments shall be prorated based on partial years of applicability. The Declarant may establish bank accounts related to its responsibilities pursuant to this Section 3.

3.5 Stormwater Common Areas. Common Area Costs relating to Springbrook Stormwater Management Facilities shall be assessed only against the Lots which are served by such particular facilities, pro rata based on land area. Declarant shall be responsible for making such allocations

3.6 Common Area Signage. Any Common Area signage which includes specific identification panels or other signage identifying particular Occupants of the Property shall be assessed against the Owners of the Lots upon which such identified Occupants are located, pro rata, based on the ratio of the area of the Occupant's signage to the total signage area on the particular sign used by Occupants. The Owner of any such Lot may allocate such assessment to specific Occupants, in its discretion. Common Area signage is subject to other signage provisions set forth herein.

3.7 Public Street Improvements. To the extent such work is not performed by the City of Alcoa or other public entity, the cost to maintain, replace and repair Common Areas on or adjacent to public streets, such as sidewalks, landscaping, lighting, irrigation and hardscapes, shall be Common Area Costs hereunder and included in Maintenance Assessments.

3.8 Assignment of Rights; Obligations. Declarant shall have the right to transfer and convey Common Areas to the POA and assign to the POA the rights of the Declarant in regard to the establishment and collection of Maintenance Assessments. If and to the extent the Common Areas are conveyed to the POA, the POA shall be deemed to have assumed and undertaken the Declarant's obligations to repair, maintain and/or replace such Common Areas as provided hereunder.

3.9 Common Open Space. Declarant may designate portions of the Common Area as "Common Open Space," which shall be areas designated and intended for the use of all Owners and Occupants and for the use of the public in general ("Common Open Space"). Common Open Space shall be managed and maintained in accordance with Section 14-2.1107 of the Alcoa Zoning Ordinance, or successor ordinances, and shall apply regardless of zoning district.

3.10 Non-Payment of Assessments.

a. Any Assessment, charge or fee which may be assessed or charged by the Declarant under this Declaration which is not fully paid within fifteen (15) days after the due date thereof shall bear interest at the Prime Rate published in the Wall Street Journal (or comparable publication selected by the Declarant if no longer published), plus two percent (2%), on a per

annum basis to accrue monthly from the due date, provided that such rate shall not exceed any maximum rate provided by applicable law.

b. The POA may suspend any voting rights in the POA of a delinquent Owner during any period of delinquency.

c. The Declarant may institute proceedings against any Owner obligated to pay such overdue Assessments, charges or fees, and may also proceed to foreclose its lien (as described in Section 9.3 below) against such Owner's Lot.

4. FUTURE EASEMENTS.

4.1 Grant of Easements.

a. Easements for driveways, Common Driveways (as defined below), utilities, stormwater drainage and facilities, and other easements may be granted in a supplement or amendment to this Declaration. Further, such easements may be granted by a recorded plat and/or other instrument executed by the Declarant and the Owner of the affected Property. No easements are being currently granted by this Declaration.

b. Such easements granted hereafter, shall, unless otherwise provided in writing, be perpetual and run with the land.

c. Such future easements shall be granted pursuant to and subject to the terms and conditions set out herein, or any amendment hereto; provided, however, additional terms and limitations on use and application may be imposed by the applicable plat or instrument.

4.2 Common Driveway Easements.

a. It is contemplated that hereafter Declarant will declare, grant, bargain and convey joint, permanent, perpetual and non-exclusive easements for egress and ingress, for use by Owners, Occupants and their Permittees, and for the construction and maintenance of sidewalks and paved roadways, upon and across certain portions of the Property ("Common Driveways."). Such easement rights shall include the right to install, repair and maintain underground utilities. Notwithstanding, any Common Driveways or other drives, lanes, roads or streets depicted on the Conceptual Development Plan attached hereto are conceptual only, are not required by this Declaration, and no easement over the same is being granted by this Declaration.

b. The Declarant may undertake to construct and/or thereafter maintain, replace and repair certain Common Driveways. During any such construction, maintenance, repair or replacement, the Declarant and its contractors shall have a temporary license to enter upon said areas and adjacent parts of the Property as is reasonably necessary for the construction, maintenance and repair of those portions of the Common Driveway. Any Common Driveways constructed upon the Property shall be constructed pursuant to specifications approved by the DRC. Such specifications need not meet specifications required for public streets.

c. The Owners of the Lots shall, from time to time, upon completion of the Common Driveways and upon request of Declarant execute a writing to modify or supplement this Declaration to define the easement area underlying the Common Driveways and related improvements as being where the Common Driveways are actually constructed, if necessary.

d. Common Driveways shall be used and enjoyed by the Owners, Occupants and their Permittees for vehicular and pedestrian access, and for underground utilities and stormwater facilities, in a commercially reasonable manner so as not to unreasonably interfere with, obstruct or delay the conduct or operations of businesses on the Lots. As Lots are developed, the Owner of each Lot being developed shall be responsible for the construction and maintenance of appropriate service drives, temporary roads and/or access points to such Lots so as to not unreasonably burden Common Driveways or public streets with traffic attributable to construction vehicles, machinery and/or heavy equipment and to ensure that there is minimal interference with day-to-day business operations on the Lots.

5. EXTERIOR LIGHTING:

5.1 Public Street and Common Driveway Lighting. Unless and to the extent installed and/or maintained by a municipality or other public entity, lighting facilities of public streets and Common Driveways shall be Common Areas, and the cost of insurance, maintenance, repair and replacement thereof shall be Common Area Costs.

5.2 Parking Lot and Exterior Lighting. Parking lot or other exterior lighting on any Lot shall be installed and maintained by the Lot Owner. Any such exterior lighting designed for the purposes of illuminating exterior parking areas, driveways or sidewalks shall be in conformance with any Design Guidelines promulgated by the DRC.

6. RESTRICTIONS.

6.1 General Restrictions and Prohibited Uses. No portion of the Property shall be used for any of the following uses or be used in a way that causes or produces the following effects:

- a. A public or private nuisance;
- b. Any noise or sound that is unreasonably loud or objectionable due to intermittence, frequency, shrillness or loudness;
- c. Any obnoxious odor, or any noxious, toxic, caustic or corrosive fumes or gases, or any dust, dirt or ash in excessive quantities;
- d. Any refining, smelting or mining operation;

e. Any dumping, disposing (other than in the designated trash removal areas), incineration, or reduction of garbage;

f. Any establishment providing nude or topless entertainment or waitstaff, or any establishment selling or exhibiting pornographic materials (including, without limitation, adult books or videos). Materials shall be considered "adult" or "pornographic" under this paragraph if the same are not available for sale or rental to children under 18 years old because they explicitly deal with or depict sexuality; provided, however, that the sale of materials such as books and videos commonly carried by reputable national or regional book and/or video retailers shall not be deemed adult or pornographic hereunder;

g. Any central laundry, dry cleaning plant, or laundromat; provided, however, this prohibition shall not be applicable to supportive facilities for pickup and delivery;

h. Any carnival, amusement park or circus; or

i. Any use which would violate any existing zoning or land use ordinance or regulation or a recorded land use restriction (it being understood that any variance or exception to the same will require the approval of the DRC).

6.2 Billboards. No Owner or Occupant shall erect any billboards or other signage advertising a business or other operation not located upon the Lot upon which the sign is located. This provision shall not prohibit or restrict common signs or common signage approved by Declarant and the DRC.

6.3 Soil Management Plan. Any use of the Property shall comply with any Soils Management Plan ("SMP") relating to a particular Lot or portion of the Property approved by the Tennessee Department of Environment and Conservation, as the same may be amended. A copy of an applicable SMP will be provided by Declarant upon request. No use of the Property shall violate any of the terms or provisions of the any applicable SMP.

6.4 Land Use Restrictions. Any use of the Property shall comply with any Notice of Land Use Restrictions relating to a particular Lot or portion of the Property which are recorded in the Blount County Register's Office. No use of the Property shall violate any of the terms or provisions of said Land Use Restrictions.

6.5 Design Guidelines. All uses of the Property shall be in compliance with Design Guidelines promulgated by Declarant or the DRC.

6.6 Future Restrictions. Declarant reserves the right to impose restrictions on all or certain portions of the Property or to grant certain Owners or Occupants exclusive use rights with regard to certain uses and areas. Such future restrictions or rights may be imposed by an amendment or supplement to this Declaration executed and recorded by Declarant or by separate instrument. Notwithstanding, Declarant may not hereafter further restrict the use of any Lot without the consent of the Owner of such Lot (which may be given in advance or in connection with the transfer of the Lot to the Owner).

7. OPERATION AND DEVELOPMENT. Each Lot shall be developed and operated as follows:

7.1 Re-subdivision. Any re-subdivision or re-platting of the Lots shall be subject to the prior written consent of Declarant and the DRC.

7.2 Grading. The grade or elevation of the Lots shall not be materially changed without the prior written consent of Declarant and the DRC.

7.3 Curb Cuts. Any additional curb cuts from the Lots to a Common Driveway or to any adjoining public streets, or any changes to any curb cuts shall be subject to Declarant's and the DRC's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

7.4 Setbacks. Setbacks shall be in conformance with the City of Alcoa Zoning and Land Use Control regulations, and for portions currently zoned Planned Commercial Unit Development District and Mixed Use District per an approved development plan.

7.5 Exterior Finish. Finish Building materials must be applied to the front and sides of all Buildings. The rear of the Building visible from a road, including rear of any Buildings visible from Highway 129 (Alcoa Highway) and Highway 35 (Hall Road), must be finished in the same Building materials as the front and sides of the Building. Prefabricated metal Buildings or other Improvements may not be placed on any Lot. Exterior Building finishes shall be designed and constructed in conformance with minimum standards established by the City of Alcoa Zoning and Land Use Control regulations.

7.6 Rooftop Equipment. All heating and cooling towers, satellite dishes, antennae and other equipment placed on Building roofs shall be screened so that the equipment is not visible from the graded development/construction pad level of any Lot, shall be painted or otherwise finished so that the equipment is compatible with the finished exterior of the Building, and shall be designed and constructed in conformance with minimum standards established by the City of Alcoa Zoning and Land Use Control regulations.

7.7 Outdoor Equipment. Any equipment in Common Areas, such as benches, trash containers, planters or similar equipment, shall be subject to DRC approval.

7.8 Service, Storage and Mechanical Equipment Areas. Service areas, storage areas and mechanical equipment areas shall be screened with Building materials comparable to the exterior Building finish or shall be screened by landscaping. The screening method and materials shall be subject to DRC approval.

7.9 Curbs and Gutters. Curbs or curb and gutter combinations shall be installed at all streets, along all driveways and beside all parking areas.

7.10 Parking. All parking areas and driveways must be asphalt, concrete or pavers. No gravel driveways or parking areas are permitted, except for temporary construction

purposes. Parking and driveway layouts, including proposed curb cuts, shall be subject to DRC approval.

7.11 Utilities. All permanent utility lines shall be underground unless otherwise approved by the DRC. Transformers or other aboveground utilities shall be appropriately placed and screened, and the plans for screening the utility equipment shall be subject to DRC approval.

7.12 Storm Drainage and Surface Water. All storm drainage and surface water from Lots not tributary to the Springbrook Stormwater Management Facilities or a future stormwater management facility approved by Declarant must be detained on each Lot and disposed of (i) in accordance with all applicable laws and regulations and (ii) in a manner which does not increase the rate of discharge onto any road or other Lot. All storm drainage systems shall have a "first flush" feature to control stormwater quality for the Property as determined by the Declarant. No liquid or solid shall be discharged into any stream, pond, wetland or other environmentally protected area except in accordance with all applicable laws and regulations. Plans for disposal of surface water and storm drainage shall be submitted to the DRC for approval. All SCMs shall be maintained in accordance with applicable laws and regulations.

7.13 Landscaping. The DRC or the Declarant may adopt a landscape plan with specific landscaping requirements for the Property. All Lots must be appropriately landscaped following the completion of any Improvements on the Lot. No artificial vegetation is permitted on any Lot. For a period of twenty-four (24) months after installation, each Owner shall replace all dead or diseased landscaping material. All landscaping materials shall be mature plants or be provided with an adequate irrigation system.

7.14 Signage. No pole or pylon signs are permitted. All signs must be ground or wall mounted unless approved as an exception by the DRC. No flashing, blinking, portable, moveable or animated signs are permitted. No signs are permitted on any truck or vehicle parked solely for advertising purposes.

7.15 Insurance. Each Owner shall procure and maintain general and/or comprehensive public liability and property damage insurance against claims for personal injury, death, or property damage occurring upon such Owner's Lot and naming Declarant as an additional insured. Such insurance shall at all times provide coverage in an amount not less than three million dollars (\$3,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate. The amount of such insurance coverage applicable to all Owners may be increased in the future by Declarant to the extent reasonable to conform with standard commercial practices in the Knoxville/Alcoa/Maryville area. Such insurance shall provide for payment of claims on an occurrence basis. Such insurance shall be issued for periods of not less than one (1) year by responsible insurance companies authorized to engage in the business of general liability insurance in the state of Tennessee. Upon request by Declarant, any Owner of a Lot shall cause an insurance carrier or its authorized representative to issue to Declarant reasonable evidence of the existence of the insurance required under this Section.

7.16 Property Taxes. Each Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Lot, including

any easement areas lying thereon. Additionally, the Owner of each Lot shall pay its pro rata share of the real property taxes, city and county, attributable to any Lots (or portions of Lots separately assessed for property tax purposes) declared by Declarant to be Common Areas. The pro rata share owed by each Lot shall be calculated by dividing the land area of each Lot by the total aggregate land area of all of the Lots, excluding Common Area. Declarant shall provide a statement to each Owner of its pro rata share of such taxes at least annually and not more often than monthly, with reasonable information showing how the pro rata share is calculated. Each Owner shall pay such amount to Declarant within thirty (30) days after receipt of the statement.

8. PROPERTY OWNERS' ASSOCIATION.

8.1 Creation. Declarant may elect to establish and create a POA. Declarant shall have the right to appoint the initial members of the Board of Directors of the POA and to adopt bylaws of the POA. The Board of Directors shall be elected thereafter by the members of the POA.

8.2 Membership. If Declarant elects to create and establish the POA, the Owners of all applicable Lots shall be members of the POA. Each member shall be entitled to one (1) vote for each one (1) acre of Property owned by the Owner or portion thereof, to 1/100th of an acre. Each Owner shall be entitled to at least one (1) vote.

8.3 Assessments. Upon conveyance of Common Areas to the POA, the POA shall have the right to assess Maintenance Assessments and other assessments in the same manner provided in Section 3.4 and other sections herein, including without limitation the right to recover costs of enforcement and collection, including reasonable attorney fees and expenses. Reasonable expenses associated with the organization and management of the POA shall be Common Area Costs.

8.4 Assignment and Delegation. Declarant may transfer, assign and delegate any and all of its rights and duties under this Declaration to the POA. If the Declarant either (a) ceases to exist, or (b) no longer owns any part of the Property and has failed to otherwise assign its rights hereunder, then the POA shall be deemed to succeed to the unassigned rights and powers of the Declarant hereunder.

9. REMEDIES AND ENFORCEMENT.

9.1 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner, Occupant or Permittee of any of the terms, covenants, restrictions or conditions hereof, Declarant shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

9.2 Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Declaration within thirty (30) days

following written notice thereof (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), Declarant shall have the right to perform such obligation contained in this Declaration on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof together with interest at the prime rate charged from time to time by published in the Wall Street Journal, or its successor, plus two percent (2%), provided such rate shall not to exceed the maximum rate of interest allowed by law. Notwithstanding the foregoing, in the event of an emergency, Declarant may immediately cure the same and be reimbursed by the defaulting Owner upon demand for the reasonable cost thereof together with interest at the prime rate, plus two percent (2%), as above described.

9.3 Lien Rights. Any claim for Maintenance Assessments or other reimbursement, including interest as aforesaid, and all costs and expenses of collection, including reasonable attorneys' fees awarded to Declarant in enforcing any payment in any suit or proceeding under this Declaration, may be assessed against the defaulting Owner in favor of the Declarant and shall constitute a lien against the Lot of the defaulting Owner until paid, effective upon the recording of a notice of lien with respect thereto in the Office of the Register of Deeds of Blount County, Tennessee (the "Assessment Lien"). Any Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all liens recorded in the Office of the Register of Deeds of Blount County, Tennessee, consisting of a first deed of trust or mortgage on a Lot, and (iii) all leases entered into, whether or not recorded, prior to the date of recordation of said notice of lien. All liens recorded subsequent to the recordation of the notice of lien described herein shall be junior and subordinate to the Assessment Lien. Upon the timely cure by the defaulting Owner of any default for which an Assessment Lien was recorded, the party recording the same shall record an appropriate release of the Assessment Lien. Any notice of Assessment Lien shall be in substantially the same form as required under Tennessee law for mechanics and materialman's liens (including any requirement of statements under oath) and may be enforced in the same manner as a mechanic's or materialman's lien under Tennessee law. The Declarant shall have the right to bid at any foreclosure sale.

9.4 Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity, including money damages.

9.5 No Termination For Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Declaration. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Lot made in good faith for value, but the covenants, conditions and restrictions hereof, and any future easements granted as provided herein, shall be binding upon and effective against any Owner of such Lot covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

9.6 Irreparable Harm. In the event of a violation or threat thereof of any of the provisions of this Declaration, each Owner agrees that such violation or threat thereof shall cause Declarant to suffer irreparable harm and Declarant shall have no adequate remedy at law. As a

result, in the event of a violation or threat thereof of any of the provisions of this Declaration, Declarant, in addition to all remedies available at law or otherwise under this Declaration, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof of this Declaration without the necessity of posting bond.

9.7 Enforcement by other Owners. Each Owner shall have the right to enforce easement rights to Common Driveways and stormwater drainage and detention easements, or other easements described herein or granted pursuant to the terms hereof appurtenant to that Owner's Lot, in the same manner as Declarant may enforce any such rights hereunder; provided, however, exercise of any such right shall not impede or interfere with Declarant's enforcement of its rights under this Declaration. Any such other Owner shall be entitled to the same remedies available to Declarant with regard to a breach of its easement rights. Notwithstanding, no Owner other than Declarant shall be entitled to impose a lien as provided in this Section 9 on any other Owner's Lot. Further, the right to enforce Maintenance Assessments or use restrictions is reserved to the Declarant or as otherwise agreed upon in writing in separate instruments.

10. MISCELLANEOUS.

10.1 Attorneys' Fees. In the event Declarant, the POA or other Owner institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party, after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

10.2 Amendment. Except as otherwise provided herein, the provisions of this Declaration may be modified or amended, in whole or in part, or terminated only by the written consent of all record Owners of the Lots directly affected by the amendment (together with Declarant so long as Declarant owns any Lot or other interest in the Property), as evidenced by a document that has been fully executed and acknowledged by all such parties and recorded in the Register's Office of Blount County, Tennessee. Notwithstanding, any Owners (together with Declarant) may enter into an amendment or supplement to this Declaration to provide for additional restrictions or obligations on any Owner or in favor of any other Owner or Owners, provided that any such amendment or supplement is executed by the Owners to be bound thereby, and provided that any such amendment or supplement shall not be binding upon any Owner not a party thereto. Declarant may amend or supplement this Declaration to (a) impose easements, covenants and restrictions on any portion of the Property which it owns; (b) to release or annex other Property which it owns to be subject to or released from this Declaration; or (c) to waive restrictions herein or provisions hereof; without the consent of any other Owner. Further, Declarant shall have the right to declare portions of the Property it owns to be Common Areas, and Declarant may relocate Common Areas (including Common Driveways) on Property it owns without the consent of any other Owner unless and to the extent access to such other Owner's Lot is materially and adversely affected.

10.3 No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

10.4 No Agency. Nothing in this Declaration shall be deemed or construed to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the Owners or Occupants.

10.5 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein or granted hereafter as provided herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every Person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives. In the event of any transfer, assignment, or other conveyance of an Owner's interest in the Lots, such party shall be relieved of all covenants and obligations accruing after the date of such conveyance, provided that the covenants and obligations shall continue to run with the land and the successor shall be deemed to have assumed all such covenants and obligations of such transfer hereunder.

10.6 Duration of Easements, Covenants, Conditions, and Restrictions. The covenants, conditions and restrictions set out in this Declaration shall run with the land and shall be perpetual. Any easement hereafter granted pursuant to this Declaration shall run with the land and shall be perpetual, unless otherwise provided in writing in the plat or instrument granting such easement.

10.7 Grantee's Acceptance and Covenant. The grantee of any Lot, or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent Owner of such Lot, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein or granted hereafter as provided herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

10.8 Severability. Each provision of this Declaration and the application thereof are hereby declared to be independent of and severable from the remainder of this Declaration. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Declaration. Ownership of any Lots by the same person or entity shall not terminate this Declaration nor in any manner affect or impair the validity or enforceability of this Declaration.

10.9 Time of Essence. Time is of the essence in this Declaration.

10.10 Entire Agreement. This Declaration contains the complete understanding and agreement of Declarant with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

10.11 Notices. Notices or other communication hereunder shall be in writing and shall be sent by certified or registered mail, return receipt requested, or by other national overnight courier company, or by personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. The parties may change from time to time their respective address for notice hereunder by like notice to the other parties. The notice addresses of the parties are as follows:

If to Declarant: Airport Center Development Partners, LLC
 Attn: Mikkel Anderson
 7921 Southpark Plaza
 Suite 109
 Littleton, CO 80120

cc: Long, Ragsdale & Waters, P.C.
 Attn: John B. Waters III
 1111 Northshore Drive
 Suite S-700
 Knoxville, TN 37919

Each Owner shall give written notice to each other Owner upon the transfer of a Lot, including the name and address of the new Owner. In the absence of notice, the address listed for any Owner on the recorded deed or other instrument conveying title shall be deemed to be the address of that Owner for the purposes of notices hereunder.

10.12 Governing Law. The laws of the State of Tennessee shall govern the interpretation, validity, performance, and enforcement of this Declaration. The Owner of each Lot shall comply with all applicable laws, ordinances and regulations affecting such Lot or its use. The Declarant shall have the right to enforce any such laws or ordinances as the same relate to the use, occupancy or construction of Improvements on any Lot, as if the same were set out herein as covenants or conditions binding each Lot.

10.13 Estoppel Certificates. Each Owner within twenty (20) days of its receipt of a written request from Declarant or another Owner, shall provide the requesting party with a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether it or any other party to this Declaration is in default or violation of this Declaration and, if so, identifying such default or violation; and (b) that this Declaration is in full force and effect and identifying any amendments to the Declaration as of the date of such certificate.

10.14 Bankruptcy. In the event of any bankruptcy affecting any Owner or Occupant of any Lot, the parties agree that this Declaration shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and is not rejectable, in whole or in part, by the bankrupt person or entity.

10.15 Limitation of Liability. An Owner's liability under this Declaration shall be limited to claims and obligations accruing during such Owner's ownership of a Lot. Nothing contained herein shall limit the parties' rights to injunctive or other equitable relief, if allowed pursuant to the terms of this Declaration.

10.16 Annexation of Additional Property and Deletion of Property. Declarant may annex additional property for the purpose of making such property a part of the Property, subject to and entitled to the use of the benefit of these covenants and restrictions and future easements granted as provided herein. Annexation may be accomplished by executing and recording an amendment or supplement to this Declaration executed by the Declarant. Likewise, Declarant may release portions of the Property from this Declaration by likewise executing and recording an amendment or supplement thereto.

Signature Page Follows on Next Page

IN WITNESS WHEREOF, the undersigned has declared, made and executed this Declaration of Easements, Covenants and Restrictions as of the date set forth above.

Airport Center Development Partners, LLC
Declarant

By: [Signature]
Its: Exec. VP

STATE OF Colorado
COUNTY OF Arapahoe

Before me, the undersigned, a Notary Public in and for the aforesaid State and County, personally appeared Brent C. Anderson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Executive VP of Airport Center Development Partners, LLC, the within named bargainer, a Tennessee limited liability company, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

Witness my hand and official seal at office, this 13th day of September, 2019.

Carey Barta
Notary Public

My Commission Expires: September 12, 2020

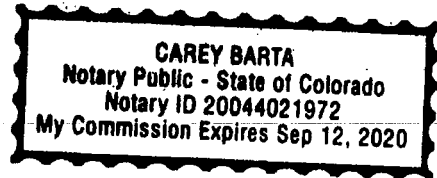


Exhibit A

LEGAL DESCRIPTION

TRACT 1

Being a tract of land situated in the Ninth (9th) Civil District of Blount County, Tennessee, being a portion of CLT Map 036, Tax Parcels 7.00 and 27.00 and being more particularly described as follows:

The point of reference for Tract 1 commences at the centerline intersection of Hall Road and Marconi Blvd, thence N 15°32'19" E a distance of 103.12' to a right of way monument, said monument being the point of beginning.

Thence from the Point of Beginning and with the right of way of Hall Road N 36°43'54" W a distance of 249.70' to a new iron rod. Thence N 37°16'49" W a distance of 600.55' to a right of way monument. Thence with a curve turning to the left with an arc length of 454.21', with a radius of 3870.00', with a chord bearing of N 39°13'28" W, with a chord length of 453.95' to a right of way monument. Thence N 42°51'17" W a distance of 32.31' to a right of way monument. Thence with a curve turning to the left with an arc length of 79.36', with a radius of 3870.00', with a chord bearing of N 43°41'25" W, with a chord length of 79.36' to right of way monument. Thence N 05°44'28" W a distance of 44.09' to a iron rod. Thence N 35°20'40" W a distance of 292.75' to a iron rod, Thence N 43°21'46" W a distance of 307.45' to a iron rod. Thence N 72°15'10" W a distance of 104.03' to a iron rod. Thence N 30°34'55" W a distance of 393.81' to a iron rod. Thence N 41°02'49" W a distance of 198.23' to a iron rod. Thence N 22°52'58" W a distance of 240.45' to a iron rod. Thence N 13°22'24" W a distance of 232.06' to a iron rod. Thence N 00°45'19" E a distance of 499.51' to a iron rod. Thence N 12°37'13" E a distance of 236.78' to a iron rod. Thence N 24°23'31" E a distance of 527.71' to a right of way monument. Thence N 37°05'39" E a distance of 108.33' to a point. Thence N 31°30'59" E a distance of 270.73' to a point. Thence N 43°44'21" E a distance of 214.84' to a point. Thence N 42°03'30" E a distance of 202.87' to a point. Thence with a curve turning to the left with an arc length of 273.30', with a radius of 2500.00', with a chord bearing of N 37°53'05" E, with a chord length of 273.17' to a point. Thence N 32°23'21" E a distance of 73.80' to a point. Thence N 54°10'16" E a distance of 54.20' to a point. Thence with a curve turning to the right with an arc length of 44.08', with a radius of 569.00', with a chord bearing of S 55°33'45" E, with a chord length of 44.07' to a point. Thence with a compound curve turning to the right with an arc length of 64.57', with a radius of 571.59', with a chord bearing of S 52°29'50" E, with a chord length of 64.54' to a point, said point being the common corner of Tract 2, right of way for Highway 73 and new right of way for L.I.C. Road. Thence with the right of way of new L.I.C. Road and with a compound curve turning to the right with an arc length of 80.07', with a radius of 573.32', with a chord bearing of S 48°50'28" E, with a chord length of 80.00' to a point. Thence S 39°03'25" E a distance of 41.22' to a point. Thence S 40°57'58" E a distance of 60.03' to a point. Thence S 39°03'25" E a distance of 294.16' to a point. Thence with a curve turning to the right with an arc length of 418.69', with a radius of 263.00', with a chord bearing of S 06°32'58" W, with a chord length of 375.85' to a point. Thence S 52°09'21" W a distance of 9.82' to a point. Thence N 37°50'39" W a distance of 27.66' to a point. Thence S 52°09'21" W a distance of 62.55' to a point. Thence N 37°50'39" W a distance of 3.99' to a point. Thence S 79°23'20" W a distance of 68.95' to a point. Thence S 47°00'03" W a distance of 410.39' to a point. Thence S 11°42'04" E a distance of 29.33' to a point. Thence S 52°09'21" W a distance of 21.23' to a point. Thence S 37°50'39" E a distance of 15.00' to a point. Thence S 52°09'21" W a distance of 677.93' to a point. Thence with a curve turning to the left with an arc length of 755.47', with a radius of 481.00', with a chord bearing of S 07°09'37" W, with a chord length of 680.18' to a point. Thence S 37°50'06" E a distance of 302.86' to a point. Thence with a curve turning to the left with an arc length of 140.32', with a radius of 561.00', with a chord bearing of S 45°00'02" E, with a chord length of 139.96' to a point. Thence S 52°09'59" E a distance of 836.72' to a point. Thence with a curve turning to the right with an arc length of 120.31', with a radius of 481.00', with a chord bearing of S 45°00'02" E, with a chord length of 120.00' to a point. Thence S 37°50'06" E a distance of 175.44' to a point. Thence S 07°10'03" W a distance of 60.81' to a point. Thence S 37°50'12" E a distance of 84.00' to a point. Thence S 82°50'09" E a distance of 60.81' to a point. Thence S 37°50'06" E a distance of 1114.79' to a point. Thence S 08°17'31" W a distance of 57.71' to a point. Thence S 52°18'56" W a distance of 110.09' to a point. Thence with a curve turning to the left with an arc length of 265.68', with a radius of 2332.00', with a chord bearing of S 49°03'06" W, with a chord length of 265.54' to a point, Thence S 45°47'16" W a distance of 119.44' to a

point. Thence S 71°43'23" W a distance of 14.75' to a right of way monument, said monument being the Point of Beginning.

Described Tract 2 having an area of 60.34 acres

TRACT 2

BEING A TRACT OF LAND SITUATED IN THE NINTH (9TH) CIVIL DISTRICT OF BLOUNT COUNTY, TENNESSEE, BEING A PORTION OF CLT MAP 036, TAX PARCELS 7.00, 27.00 AND 29.00 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE POINT OF REFERENCE FOR TRACT 2 COMMENCES AT THE CENTERLINE INTERSECTION OF HALL ROAD AND MARCONI BLVD, THENCE N 42°19'24" E A DISTANCE OF 722.84' TO AN IRON ROD, SAID IRON ROD LYING IN THE EASTERN RIGHT OF WAY OF TESLA BLVD, SAID IRON ROD ALSO BEING THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING N 37°50'06" W A DISTANCE OF 1115.22' TO A POINT. THENCE N 07°09'57" E A DISTANCE OF 60.81' TO A POINT. THENCE N 37°50'00" W A DISTANCE OF 84.00' TO A POINT. THENCE N 82°50'14" W A DISTANCE OF 60.81' TO A POINT. THENCE N 37°50'06" W A DISTANCE OF 175.44' TO A POINT. THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 140.32', WITH A RADIUS OF 561.00', WITH A CHORD BEARING OF N 45°00'02" W, WITH A CHORD LENGTH OF 139.96' TO A POINT. THENCE N 52°09'59" W A DISTANCE OF 836.72' TO A POINT. THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 120.31', WITH A RADIUS OF 481.00', WITH A CHORD BEARING OF N 45°00'02" W, WITH A CHORD LENGTH OF 120.00' TO A POINT. THENCE N 37°50'06" W A DISTANCE OF 302.86' TO A POINT. THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 629.82', WITH A RADIUS OF 401.00', WITH A CHORD BEARING OF N 07°09'37" E, WITH A CHORD LENGTH OF 567.05' TO A POINT. THENCE N 52°09'21" E A DISTANCE OF 1254.49' TO A POINT. THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 569.92', WITH A RADIUS OF 358.00', WITH A CHORD BEARING OF N 06°32'58" E, WITH A CHORD LENGTH OF 511.62' TO A POINT. THENCE N 39°03'25" W A DISTANCE OF 294.41' TO A POINT. THENCE N 37°08'52" W A DISTANCE OF 59.54' TO A POINT. THENCE N 32°49'52" W A DISTANCE OF 41.83' TO A POINT. THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 87.17', WITH A RADIUS OF 685.76', WITH A CHORD BEARING OF N 37°39'52" W, WITH A CHORD LENGTH OF 87.11' TO A POINT. THENCE WITH THE RIGHT OF WAY OF HIGHWAY 73 AND WITH A COMPOUND CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 86.75', WITH A RADIUS OF 690.49', WITH A CHORD BEARING OF N 47°49'17" W, WITH A CHORD LENGTH OF 86.69' TO A POINT. THENCE WITH A COMPOUND CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 68.89', WITH A RADIUS OF 690.49', WITH A CHORD BEARING OF N 55°41'14" W, WITH A CHORD LENGTH OF 68.88' TO A POINT. THENCE N 17°30'39" E A DISTANCE OF 163.38' TO A POINT. THENCE N 06°19'16" E A DISTANCE OF 110.17' TO A POINT. THENCE N 02°02'03" E A DISTANCE OF 36.44' TO A POINT. THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 102.29', WITH A RADIUS OF 253.53', WITH A CHORD BEARING OF N 64°47'26" E, WITH A CHORD LENGTH OF 101.60' TO A POINT, SAID POINT BEING THE COMMON CORNER OF TRACT 2 AND NEW RIGHT OF WAY OF HIGHWAY 73 AND THE WESTERN RIGHT OF WAY OF MILLS STREET. THENCE WITH THE RIGHT OF WAY OF MILL STREET S 37°47'03" E A DISTANCE OF 1957.94' TO AN EXISTING IRON ROD. THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 393.67', WITH A RADIUS OF 570.00', WITH A CHORD BEARING OF S 58°31'54" E, WITH A CHORD LENGTH OF 385.89' TO AN IRON ROD. THENCE S 79°54'42" E A DISTANCE OF 78.89' TO AN IRON ROD. THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 343.56', WITH A RADIUS OF 559.37', WITH A CHORD BEARING OF S 61°13'32" E, WITH A CHORD LENGTH OF 338.18' TO AN IRON ROD LYING IN THE RIGHT OF WAY OF LODGE STREET. THENCE WITH THE RIGHT OF WAY OF LODGE STREET S 38°24'47" E A DISTANCE OF 356.84' TO AN IRON ROD. THENCE

WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 38.96', WITH A RADIUS OF 25.00', WITH A CHORD BEARING OF S 04°27'46" W, WITH A CHORD LENGTH OF 35.14' TO AN IRON ROD, SAID IRON ROD LYING IN THE NORTHERN RIGHT OF WAY OF FARADAY STREET. THENCE WITH THE RIGHT OF WAY OF FARADAY STREET S 51°37'04" W A DISTANCE OF 703.23' TO AN EXISTING IRON ROD. THENCE S 36°42'26" E A DISTANCE OF 59.92' TO A SPIKE, SAID SPIKE CORNER TO CITY OF ALCOA HIGH SCHOOL (PARCEL 1.00, LOT 1R OF RE-SUBDIVISION OF ALCOA, INC.,). THENCE WITH THE LINE OF CITY OF ALCOA S 51°49'16" W A DISTANCE OF 239.77' TO AN IRON ROD. THENCE S 11°13'30" E A DISTANCE OF 85.59' TO AN IRON ROD. THENCE S 05°29'48" W A DISTANCE OF 91.39' TO AN IRON ROD. THENCE S 12°22'07" W A DISTANCE OF 60.86' TO AN IRON ROD. THENCE S 48°57'03" E A DISTANCE OF 148.88' TO AN IRON ROD. THENCE S 54°43'27" E A DISTANCE OF 78.39' TO AN IRON ROD. THENCE S 63°43'19" E A DISTANCE OF 76.26' TO AN IRON ROD. THENCE S 72°00'31" E A DISTANCE OF 34.47' TO AN IRON ROD. THENCE S 46°52'30" W A DISTANCE OF 211.01' TO AN IRON ROD. THENCE S 50°16'23" E A DISTANCE OF 165.34' TO AN IRON ROD. THENCE S 37°31'42" W A DISTANCE OF 141.03' TO A NEW IRON ROD (DESIGNATED WPE LANDFILL AREA). THENCE S 37°31'42" W A DISTANCE OF 288.14' TO AN IRON ROD. THENCE S 48°04'06" E A DISTANCE OF 215.64' TO AN IRON ROD. THENCE S 42°16'19" E A DISTANCE OF 309.99' TO NEW IRON ROD. THENCE S 52°01'20" W A DISTANCE OF 711.49' TO A NEW IRON ROD. THENCE S 52°47'04" W A DISTANCE OF 151.19' TO A NEW IRON ROD. THENCE S 52°18'56" W A DISTANCE OF 154.09' TO A NEW IRON ROD. THENCE N 83°49'01" W A DISTANCE OF 55.40' TO A NEW IRON ROD, SAID IRON ROD BEING THE POINT OF BEGINNING.

DESCRIBED TRACT 2 HAVING AN AREA OF 144.98 ACRES

TRACT 3

BEING A TRACT OF LAND SITUATED IN THE NINTH (9TH) CIVIL DISTRICT OF BLOUNT COUNTY, TENNESSEE, BEING A PORTION OF CLT MAP 036, TAX PARCELS 7.00, 27.00 AND 29.00 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE POINT OF REFERENCE FOR TRACT 3 COMMENCES AT THE CENTERLINE INTERSECTION OF HALL ROAD AND MARCONI BLVD, THENCE N 52°03'21" E A DISTANCE OF 889.88' TO AN IRON ROD, SAID IRON ROD BEING THE POINT OF BEGINNING AND LYING IN THE SOUTHERN RIGHT OF WAY OF MARCONI BLVD.

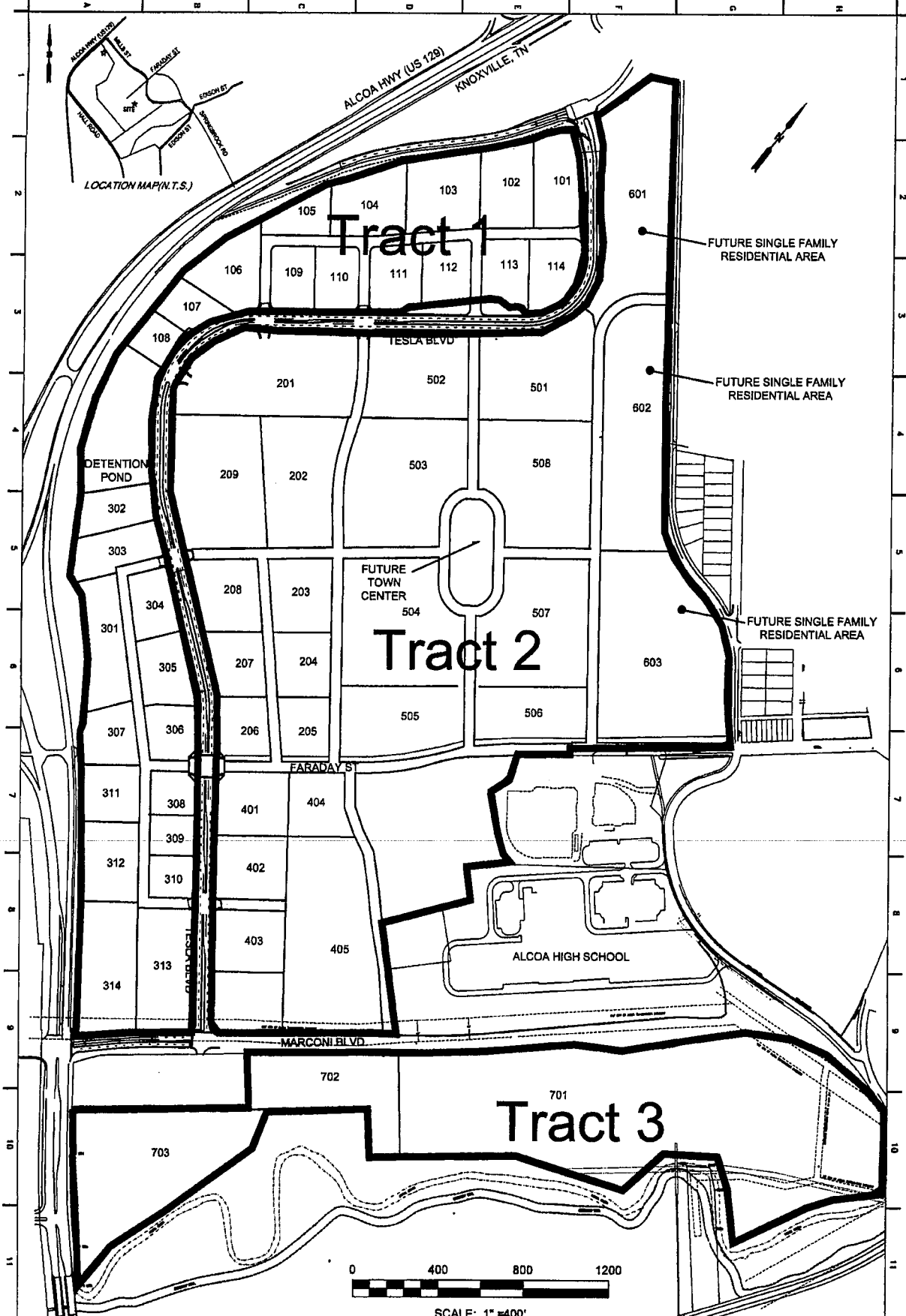
THENCE FROM THE POINT OF BEGINNING AND WITH THE RIGHT OF WAY OF MARCONI BLVD N 52°18'56" E A DISTANCE OF 16.04' TO AN IRON ROD. THENCE N 51°47'12" E A DISTANCE OF 240.20' TO AN IRON ROD. THENCE N 52°01'20" E A DISTANCE OF 622.90' TO AN IRON ROD. THENCE WITH A CURVE TO THE LEFT WITH AN ARC LENGTH OF 225.14', WITH A RADIUS OF 2332.00', WITH A CHORD BEARING OF N 49°15'23" E WITH A CHORD LENGTH OF 225.05' TO A NEW IRON ROD. THENCE N 46°29'26" E A DISTANCE OF 350.13' TO A NEW IRON ROD. THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 378.00', WITH A RADIUS OF 88.61', WITH A CHORD BEARING OF N 53°12'22" E, WITH A CHORD LENGTH OF 88.40' TO A NEW IRON ROD. THENCE N 59°55'17" E A DISTANCE OF 155.00' TO A NEW IRON ROD. THENCE WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 103.14', WITH A RADIUS OF 440.00', WITH A CHORD BEARING OF N 53°12'22" E, WITH A CHORD LENGTH OF 102.91' TO A NEW IRON ROD. THENCE N 46°29'26" E A DISTANCE OF 143.10' TP A NEW IRON ROD. THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 86.92', WITH A RADIUS OF 364.00', WITH A CHORD BEARING OF N 39°38'58" E, WITH A CHORD LENGTH OF 86.72' TO A NEW IRON ROD. THENCE N 32°48'30" E A DISTANCE OF 100.00' TO A NEW IRON ROD. THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 38.88', WITH A RADIUS OF 302.00', WITH A CHORD BEARING OF N 36°29'48" E, WITH A CHORD LENGTH OF 38.85' TO A NEW IRON ROD. THENCE WITH A CURVE

TURNING TO THE RIGHT WITH AN ARC LENGTH OF 39.66', WITH A RADIUS OF 2040.00', WITH A CHORD BEARING OF N 48°17'12" E, WITH A CHORD LENGTH OF 39.65' TO A NEW IRON ROD. THENCE N 47°43'47" E A DISTANCE OF 102.22' TO A NEW IRON ROD. THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 740.16', WITH A RADIUS OF 710.00', WITH A CHORD BEARING OF N 77°35'41" E, WITH A CHORD LENGTH OF 707.10' TO A NEW IRON ROD. THENCE N 54°06'14" W A DISTANCE OF 39.18' TO AN EXISTING IRON ROD, SAID IRON ROD LYING IN THE EXISTING RIGHT OF WAY OF SPRINGBROOK ROAD. THENCE WITH THE RIGHT OF WAY OF SPRINGBROOK ROAD S 71°54'20" E A DISTANCE OF 152.83' TO AN EXISTING IRON ROD. THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 256.35', WITH A RADIUS OF 1372.84', WITH A CHORD BEARING OF S 66°45'19" E, WITH A CHORD LENGTH OF 255.98' TO A NEW IRON ROD. THENCE LEAVING THE RIGHT OF WAY OF SPRINGBROOK ROAD S 21°52'37" W A DISTANCE OF 270.16' TO A NEW IRON ROD. THENCE S 39°59'24" W A DISTANCE OF 294.05' TO A NEW IRON ROD. THENCE S 25°11'43" W A DISTANCE OF 375.48' TO A NEW IRON ROD. THENCE N 44°53'40" W A DISTANCE OF 258.35' TO A NEW IRON ROD. THENCE N 55°40'41" W A DISTANCE OF 159.17' TO A NEW IRON ROD. THENCE S 54°27'06" W A DISTANCE OF 243.68' TO A NEW IRON ROD. THENCE S 10°29'17" W A DISTANCE OF 258.98' TO A NEW IRON ROD. THENCE S 69°20'11" W A DISTANCE OF 537.16' TO A NEW IRON ROD. THENCE S 50°32'40" W A DISTANCE OF 675.28' TO A NEW IRON ROD. THENCE N 39°20'48" W A DISTANCE OF 226.61' TO A NEW IRON ROD. THENCE S 50°59'09" W A DISTANCE OF 475.02' TO A NEW IRON ROD. THENCE S 16°23'52" E A DISTANCE OF 220.43' TO A NEW IRON ROD. THENCE S 16°59'27" W A DISTANCE OF 772.81' TO A NEW IRON ROD. THENCE S 03°33'34" W A DISTANCE OF 246.16' TO AN EXISTING RIGHT OF WAY MONUMENT LYING ON THE BANK OF PISTOL CREEK, SAID MONUMENT BEING THE RIGHT OF WAY LINE OF HALL ROAD. THENCE WITH THE RIGHT OF WAY OF HALL ROAD N 44°03'39" W A DISTANCE OF 167.67' TO A RIGHT OF WAY MONUMENT. THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 229.47', WITH A RADIUS OF 3780.00', WITH A CHORD BEARING OF N 42°14'43" W, WITH A CHORD LENGTH OF 229.44' TO A NEW IRON ROD. THENCE WITH A COMPOUND CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 230.16', WITH A RADIUS OF 4367.36', WITH A CHORD BEARING OF N 38°53'11" W, WITH A CHORD LENGTH OF 230.13' TO A RIGHT OF WAY MONUMENT. THENCE N 36°58'49" W A DISTANCE OF 187.21' TO AN IRON PIPE, SAID IRON PIPE BEING THE COMMON CORNER OF REMCO, LLC AND TRACT 3. THENCE WITH THE LINE OF REMCO, LLC N 50°44'26" E A DISTANCE OF 826.75' TO AN IRON PIPE. THENCE N 39°14'49" W A DISTANCE OF 261.83' TO AN IRON PIPE. THENCE N 39°14'49" W A DISTANCE OF 11.67' TO A IRON ROD, SAID IRON ROD BEING THE POINT OF BEGINNING.

DESCRIBED TRACT 3 HAVING AN AREA OF 47.02 ACRES

BEING part of the same property conveyed to Airport Center Development Partners, LLC, a Tennessee limited liability company, by Limited Warranty Deed from Arconic, Inc, dated as of March 30, 2017, and recorded in Record Book 2479, page 585, in the Blount County Register's Office

EXHIBIT B - Conceptual Development Plan



<p>L-1</p>	<p>DATE: _____ DRAWN BY: _____ CHECKED BY: _____</p>	<p>SPRINGROOK FARM MASTERPLAN AIRPORT CENTER DEVELOPMENT PARTNERS, LLC ALCOA, TN</p>	<p>C2RL, INC engineers</p> <p style="font-size: x-small;">240 W. Bessemer Street Alcoa, TN, 37701 ph. 985 900 3500</p>
	<p>CONCEPTUAL DEVELOPMENT PLAN</p>		