

Pellissippi Place

On the Oak Ridge Corridor



Research & Technology Center Development Guidelines

Economic Development Board of Blount County

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On the Oak Ridge Corridor

Research & Technology Center

Development Guidelines

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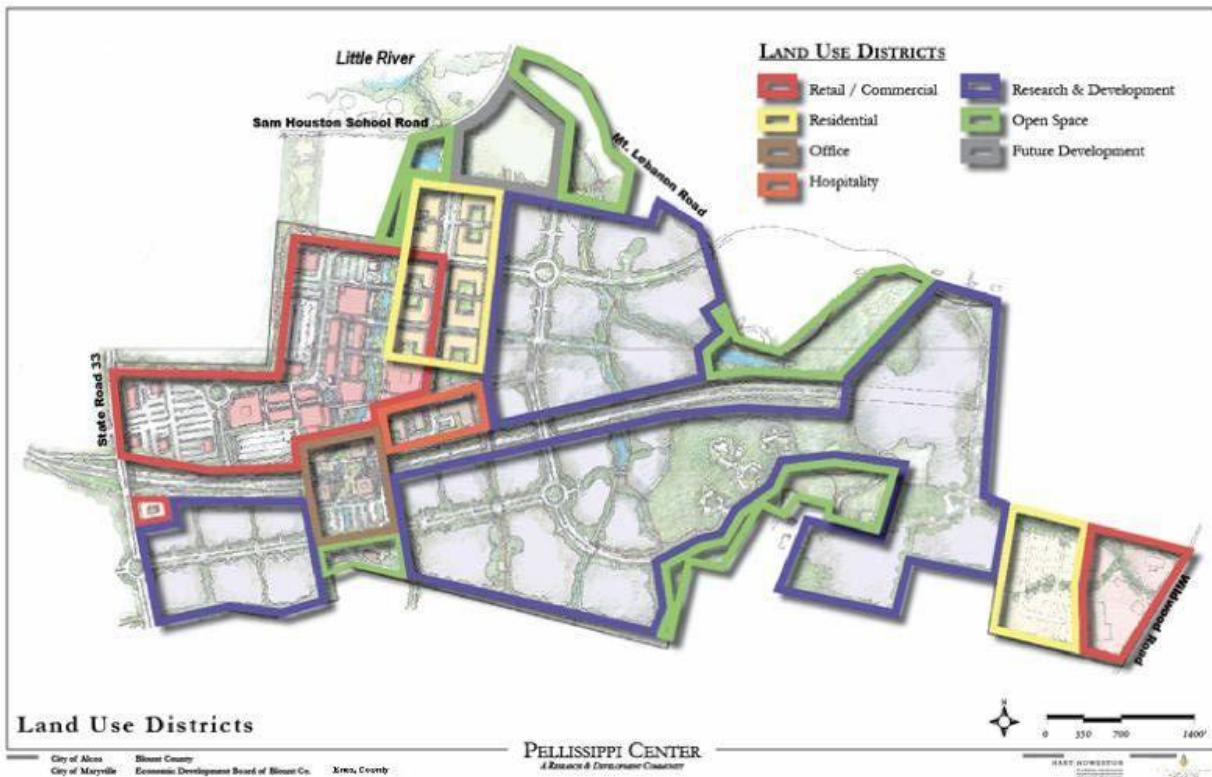
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Research & Technology Center Development Guidelines

Project Description and Purpose

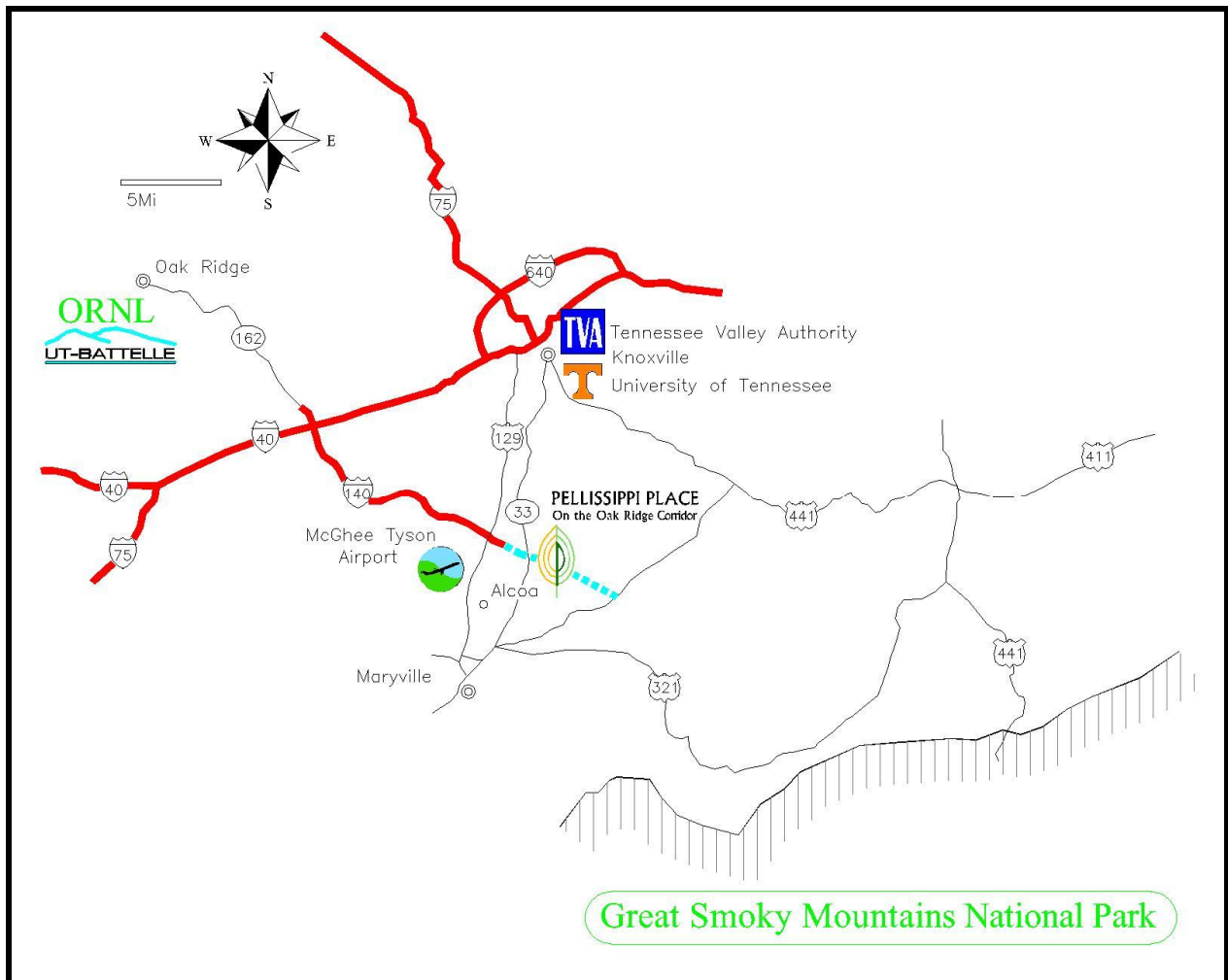
Pellissippi Place is a 450 acre mixed-use development that will contain a 230 acre Research & Technology Center as well as upscale office, retail and residential components. The new Research & Technology Center, to which these Design Guidelines pertain, is intended to provide a master-planned, well-designed and carefully managed environment for technology development, corporate research and development of science-driven businesses.



The Park will feature underground utilities, attractive, well-designed and LEED certified buildings and other restrictions and covenants to maintain the visual quality, integrity and investment value of the property. The Research & Technology Center is intended as a home for both companies that wish to own their facilities and those that wish to lease. Developers of high quality speculative space for research and technology operations are encouraged to consider the park.

Pellissippi Place is being developed through the collaboration of the cities of Alcoa and Maryville, and Blount and Knox Counties. The Industrial Development Board of Blount County, is the legal owner. The Blount County Economic Development Board (an affiliate of the Industrial Development Board of Blount County, will be the developer and serve as the primary point of contact for prospective occupants in the Research & Technology Center.

The project is located at the intersection of Pellissippi Parkway and Old Knoxville Highway in Alcoa, Tennessee. This location puts the Research & Technology Center in the world-renowned "Knoxville – Oak Ridge Innovation Valley" which is also the home of Oak Ridge National Laboratory's Science & Technology Park and the University of Tennessee's research park.



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Research & Technology Center Development Guidelines

Organizations and Roles

The following organizations are involved in the development and management of the Pellissippi Place Research and Technology Center:

Role	Organization
Owner	The Industrial Development Board of Blount County, Tennessee
Developer	Economic Development Board of Blount County
Development Manager	Technology Park Joint Operating Committee
Marketing Representative	Economic Development Board of Blount County
Municipal Jurisdiction	City of Alcoa, Tennessee
Planning & Zoning Authority	City of Alcoa, Tennessee Planning and Codes Department/ Alcoa Regional Planning Commission
Park Association	Pellissippi Place Research & Technology Park Owners and Occupants Association

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Research & Technology Center

Development Guidelines

Design Review and Approval Process Requirements, Events and Procedures

Introduction

Prior to any official negotiations or commitment by a prospective purchaser to acquire property within the Pellissippi Place Research & Technology Center, it shall be the responsibility of the prospective purchaser or his/her designated agents, representatives and consultants to:

- a) Obtain from the Economic Development Board of Blount County a complete and current set of these Development Guidelines including, but not limited to the following:
 - 1) Development Approval Procedures
 - 2) Zoning Regulations and Performance Standards
 - 3) Site Plan Approval Regulations and Procedures
 - 4) Design Review Procedures
 - 5) Restrictive Covenants
 - 6) Real Estate Sales Contract
 - 7) Real Estate Option Agreement
- b) Include the Economic Development Board of Blount County and the Pellissippi Place Research & Technology Park Joint Operating Committee in the process of design of the building and site to ensure full conformance with all design regulations and guidelines of the park prior to completion of final construction drawings.
- c) Obtain approval from the City of Alcoa Regional Planning Commission and the City of Alcoa Department of Planning and Codes to ensure that all construction drawings meet or exceed all applicable regulations of the City of Alcoa. Note: No plans will be reviewed by the City of Alcoa before the Economic Development Board of Blount County has received a full set of required drawings.

General Procedures

The following list provides a summary of the process and related requirements necessary to obtain approvals for site development and building construction within the Pellissippi Place Research & Technology Center:

1. Prospect meets with staff of the Blount County Economic Development Board (EDB) to discuss the potential project, Development Guidelines and the development approval process. EDB staff advises the prospect whether this project is suitable for the Pellissippi Place Research & Technology Center (PPRTC) or should consider a different location.
2. If EDB staff considers the project suitable for the PPRTC, EDB staff:
 - Recommends a potential location within the PPRTC; and
 - Advises the prospect that a project Concept Plan is necessary as a next step.
3. Prospect prepares an Application for Design Review and a Concept Plan of the project. The Concept Plan will provide, as a minimum:
 - A map showing the location of the proposed project within the PPRTC
 - A simple site plan drawing
 - A simple sketch of the building exterior as it would appear from all 4 directions
 - A written description of important design elements such as exterior materials, planned color scheme, intended landscaping and other elements necessary to provide a general understanding of the intended project.
4. Prospect submits two (2) copies of the Application for Design Review (see the application form provided in this section) and two (2) 24" x 36" paper copies and two (2) CD copies (Auto Cad Format, TN State Plane Coordinate System) of the Concept Plan to the EDB staff.
5. EDB staff submits one (1) copy of the Concept Plan to the Technology Park Joint Operating Committee (Operating Committee) and one (1) copy to the Alcoa Regional Planning Commission (Planning Commission) staff (the City of Alcoa Planning Division of the Planning and Codes Department). [Note: If requested, it will be the responsibility of the prospective owner and his/her design consultants to be present at the Operating Committee and/or Planning Commission meeting(s) at any time during this process, and to make all presentations necessary to fully inform the Operating Committee and/or Planning Commission of the scope, scale and nature of the intended development.]
6. The Planning Commission staff reviews the Concept Plan to determine basic compliance with City of Alcoa Zoning and Land Use Control regulations. Within 15 days of receipt of the Concept Plan, Planning Commission staff will offer written notification to the Operating Committee that the Concept Plan:
 - Complies as submitted and a formal application can be made to the Planning Commission for Site Plan Review and action of a detailed Site Plan
 - Conditionally complies pending the completion of necessary modifications
 - Does not comply and is returned to the prospect for additional work

If the Planning Commission staff determines that the submittal conditionally complies with City of Alcoa Zoning and Land Use Control regulations, or returns the Concept Plan for non-compliance, the reasons for doing so and the recommendations for obtaining compliance of the Concept Plan will be provided in writing. Included with all notifications to the Operating Committee will be reference to the City of Alcoa Development Application and process for obtaining formal Planning Commission review and action.

7. The Operating Committee reviews the Concept Plan for consistency with intended use(s), appearance and other requirements of the Operating Committee.
8. Based on its review and the recommendations of the Planning Commission staff, the Operating Committee notifies the EDB that the Concept Plan is compliant or should be returned to the prospect for additional work. If the Concept Plan is returned for additional work, the Operating Committee will provide the EDB with a written description of specific reasons for the decision and recommendations for obtaining a compliant Concept Plan. Such notification should occur within 30 days of receipt of the Concept Plan from the prospect.
9. Within 35 days of submission of the Concept Plan by the prospect, the EDB notifies the prospect in writing whether the Concept Plan is compliant or returned for additional work. If the Concept Plan is returned for additional work, the written notification will provide specific reasons for the decision and recommendations for obtaining a compliant Concept Plan.
10. If the Concept Plan is returned for additional work, the process returns to Step 3. If the Concept Plan is compliant, the process moves to Step 11.
11. Prospect submits directly to the Planning Commission staff a complete Development Application for formal Site Plan Review and action by the Planning Commission. A complete submittal includes the application, payment of filing fee, eight (8) (24" x 36") paper copies and six (6) reduced copies (NTS 11" x 17") of the Site Plan and other material as may be deemed necessary (please refer to City of Alcoa Planning and Codes Site Plan Review process for full details and requirements). Site plans shall be drawn to a convenient scale of not more than thirty (30) feet to the inch. Note that the Planning Commission meets monthly and submittals are due by the first working day of each month.
12. If the Site Plan is approved as submitted, the prospect moves to Step 13. If the Planning Commission gives Conditional Site Plan Approval, or if Site Plan approval is denied, reasons for doing so and recommendations for obtaining approval will be provided to the EDB and Prospect in writing.
13. Prospect and EDB negotiate a land option or purchase agreement for a specific lot within the PPRTC.
14. Prospect develops a full set of plans and specifications in accordance with City of Alcoa zoning and land use regulations, as well as specifications and adopted codes for sanitary water and sewer, streets and stormwater, building, electric and life safety. In addition, all other applicable local, state, & federal regulations shall be followed. Site plans shall be drawn to a convenient scale of not more than thirty (30) feet to the inch. Architectural plans shall be drawn to convenient scale of not more than eight (8) feet to the inch.

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15. Prospect submits 1 full set of plans and specifications to the EDB (who also represents the Operating Committee) and 5 full paper sets to the City of Alcoa Planning & Codes Department (Codes Division) for Building Plans Review. Following submittal of plans and specifications, departmental reviews will take place and revisions may be required. The Planning and Codes Department will coordinate all departmental approvals.
 16. Upon approval of final plans by the City of Alcoa, the prospect submits six (6) paper civil sets only and two (2) CD copies of full plans to the Public Works and Engineering Department (Engineering Division) and schedules a Pre-Construction Conference.
 17. Following the pre-construction conference, building and grading permits will be issued. The Building Permit will be issued by the Planning and Codes Department (Codes Division) and the Grading Permit will be issued by the Public Works and Engineering Department (Engineering Division).

Additional Requirements and Guidelines

It is the intent of Economic Development Board of Blount County, developer of the Pellissippi Place Research & Technology Center, to create and maintain an environment of maximum attractiveness, environmental sensitivity and energy efficiency. In order to comply with this intent, developers of sites and buildings within the Pellissippi Place Research & Technology Center must meet the following requirements:

- a. Buildings within the Pellissippi Place Research & Technology Center shall be required to achieve the Leadership in Energy and Environmental Design (LEED) Certified level in accordance with the latest requirements established by the U.S. Green Building Council. Businesses are encouraged to seek certification beyond the basic level. As an incentive to encourage this advanced level of certification, the Economic Development Board of Blount County offers the following:

<u>Level of Certification</u>	<u>Incentive Offered</u>
Certified (26-32 Points)	Required
Silver (33-38 Points)	First 5 years of Property Owners Dues Waived
Gold (39-51 Points)	First 10 years of Property Owners Dues Waived with Existing Building Re-Certification at 5 Year Anniversary Occupancy
Platinum (52 Points or More)	Property Owners Dues Waived with Existing Building Re-Certification at 5 Year intervals of Certificate of Occupancy

For additional information on the LEED process and requirements, see www.usgbc.org.

In achieving LEED certification, the following factors will be considered, among others, by the Economic Development Board of Blount County:

- Allowing vegetated roof areas to contribute to credit compliance.
 - Pedestrian oriented hardscape areas may contribute to credit compliance. In such instances, 25 percent of the open space counted must be vegetated.
 - Design of the building with minimal footprint to minimize site disruption.
 - Limitation of all site disturbance to 40 feet beyond the building perimeter; 10 feet beyond surface walkways, patios, surface parking and utilities less than 12 inches in diameter; 15 feet beyond primary roadway curbs and main utility branch trenches; and 25 feet beyond constructed areas with permeable surface (such as pervious paving areas and stormwater detention facilities) that require additional staging areas in order to limit compaction in the construction area.
 - Siting of the building next to the greenway trail.
 - Provision of secure bicycle racks and/or storage within 200 yards of a building entrance for five percent or more of all building users (measured at peak periods).
 - Provision of shower and changing facilities in the building (or within 200 yards of a building entrance) for .5% of full-time equivalent occupants.
- b. The primary purpose of the Pellissippi Place Research & Technology Center is to provide a location for technology-oriented research and development. Preference will be given to building construction projects of which a minimum of 40% of the building floor space is dedicated to laboratory use or where a minimum of 60% of the employees are conducting advanced technology research and/or development activities. The Pellissippi Place Research & Technology Center Joint Operating Committee reserves the right to reject any project that does not meet these tests, or to grant an exception to this requirement for projects judged by the Joint Operating Committee to have exceptional merit and desirability for inclusion in the Pellissippi Place Research & Technology Center.
- c. Wherever possible, building design should use multi-story rather than single-story construction in order to maximize both open space and floor space.
- d. Where practicable, structured parking within the building footprint should be used to minimize surface parking.
- e. Site and building design should create and maintain a visually attractive external environment. Property developers are encouraged to create landscaping plans that exceed the requirements of the City of Alcoa's Landscaping Ordinance.
- f. Property owners will be required to coordinate maintenance of common areas within the Pellissippi Place Research & Technology Center through a Park Association in which all

property owners must be a member. The Park Association may charge fees to cover the cost of such common area maintenance.

- g. All buildings within the Pellissippi Place Research & Technology Center that have water and/or sanitary sewer usage shall be tied into the public water and sewer systems within the Pellissippi Place Research & Technology Center.
- h. All landscaping and grassed areas shall be irrigated by a sprinkler system.
- i. Walkways should be designed to provide a cohesive and unified appearance within the Pellissippi Place Research & Technology Center and shall be tied into the Pellissippi Place Research & Technology Center greenway system whenever possible.
- j. All garbage and refuse containers shall be concealed and contained within the buildings they serve, or shall be concealed and contained by means of a screening wall of material similar to and compatible with that of the building.
- k. All mechanical equipment, utility meters, and storage tanks shall be located in such a manner so as not to be visible to the general public or from other building sites or common areas. If concealment within the Building is not possible, then such utility elements shall be concealed by screening.
- l. All parking and loading areas shall be screened from view from public streets.
- m. All parking lots and areas of more than fifteen (15) automobile spaces or six thousand, seven hundred fifty (6,750) square feet shall be landscaped.
- n. All plans and specifications shall meet the information requirements of Article V of the Restrictive Covenants for the Pellissippi Place Research & Technology Center.

APPLICATION FOR DESIGN REVIEW
Pellissippi Place Research & Technology Center

1. Name of Applicant: _____
2. Address of Applicant: _____

3. Telephone Number of Applicant: _____
4. E-mail Address of Applicant: _____
5. Total Area of Tract (minimum 3 acres): _____
6. Description of Operations: _____

7. Description of Building(s) Exterior Appearance: _____

8. Floor Plan Summary of Buildings:

Floor #	Sq. Feet	% of Building	Type of Use (e.g. Laboratory & Testing, Office, Manufacturing & Assembly, Storage, Other (specify))

9. Number of Employees by Shift:

<u>Shift Hours</u>	<u>Employees</u>
_____	_____
_____	_____
_____	_____

10. Site Coverage (Not to exceed 70% of the lot if in Zone A or B, or 60% of the lot if in Zone C – see Section XX.3 of the Pellissippi Place Science & Technology Center District Regulations for additional information on these Zones):

Total Building Area (maximum 40% coverage) _____ Sq. Feet
Paved Areas (parking, loading, drives) _____ Sq. Feet
Total Area Covered _____ Sq. Feet
Total Site Area _____ Sq. Feet
Total percent of site coverage _____ Sq. Feet

11. Minimum Parking Requirements:

4 per 1000 SF of office, lab, technical support or similar _____ SF = _____ Spaces
2 per 1000 SF of manufacturing and assembly area _____ SF = _____ Spaces
1 per 1000 Sq. Ft. of warehouse and storage area _____ SF = _____ Spaces
1 per 100 Sq. Ft. of factory outlet retail sales area _____ SF = _____ Spaces
Minimum Required Parking Spaces _____ Spaces
Maximum Successive Shift Employment and Visitors _____ Spaces
Parking Spaces Provided _____ Spaces

12. Signs (One attached and one ground sign per street frontage):

Building Mounted Sign: ___ Yes ___ No Sq. Ft. _____ (Maximum 100 Sq. Ft.)
Monument Signs: ___ Yes ___ No Sq. Ft. _____ (Maximum 80 Sq. Ft.)
Height: _____ (Maximum 8 Ft.)
Distance from existing or proposed R.O.W. _____ Ft. (Minimum 25 Ft.)

13. Landscaping: Must comply with Section 14-2.1805 Landscaping Requirements of the City of Alcoa Zoning Ordinance related to both tree planting and tree replacement. Applicants are encouraged to exceed minimum landscaping requirements of the City of Alcoa.

Number of trees shown in yards _____
Number of trees shown in interior of PVA _____
Number of trees to be replaced _____
Total number of trees shown on plan _____

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Zoning Regulations and Performance Standards

ARTICLE XX - Pellissippi Place Research & Technology Center District

Purpose

The purpose and intent of the Pellissippi Place Science & Technology Center District Regulations are to provide a controlled and protected environment for the orderly growth and development of facilities for technology development, corporate technology research and development, and other technology-driven businesses within a business campus setting.

Within the Pellissippi Place Science & Technology Center District as shown on the official Zoning Maps of the City of Alcoa, Tennessee, the following regulations shall apply:

XX.1 - Uses Permitted

No building, structure, or land shall be used and no building or structure shall hereafter be erected, structurally altered, enlarged, or maintained except for one or more of the uses herein cited and subject to the conditions stated herein:

Research, experimental and testing laboratories.

Educational, scientific and research organizations.

Computer programming and other software services.

Office operations in connection with on-site research, development, testing and related manufacturing.

Manufacturing facilities producing goods having a high level of technological or scientific content or input, such as goods related to (the following list is intended for illustrative purposes and is not all-inclusive):

- Advanced manufacturing processes
- Agricultural/agribusiness research/technology
- Alternative energy sources
- Basic Sciences
- Biotechnology & biomedical engineering
- Cryogenics
- Materials processing
- Microsystems & microelectronics
- Nanotechnology
- Neurosciences
- Nutrition
- Optoelectronics, optical technology & computing
- Photonics & microphotonics

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- Electronic components
 - Environmental technology
 - Fluids/thermal engineering
 - Genomics
 - Health care informatics
 - Information technology (software, computers, telecommunications, internet technology)
 - Infrared technology
 - Life sciences
 - Materials & composites
 - Proteomics
 - Rapid prototyping
 - Robotics and automation
 - Rocketry & propulsion
 - Sensors & controls
 - Simulation & modeling
 - Space science
 - Superconductivity
 - Systems engineering & integration
 - Virtual reality
 - Wellness

Pre-existing agricultural operations not including commercial animal or poultry farms or kennels, on tracts of ten (10) acres or greater, provided no sales are made on the premises.

Telecommunications businesses, excluding commercial radio and television studios.

Federal, state, county, city or public utility owned or operated buildings and uses.

Limited sleeping quarters for scientists, laboratory technicians, custodians and caretakers that are demonstrated to be necessary to carry out a permitted use in this district.

Accessory use(s) or structure(s) that is/are clearly subordinate or incidental to the primary and permitted use of the site such as, but not limited to, buildings for temporary warehouse/distribution use, storage buildings and pump houses, provided such accessory uses shall not exceed thirty percent (30%) of the total building floor area of the primary use. Multiple buildings on a single site devoted to a primary, permitted use of a site are allowed and shall not be considered accessory uses or structures.

Retail sales, consumer service establishments and other accessory uses (not including wholesale sales) are allowed in connection with any permitted use. Such uses will be primarily for the convenience of employees, students, or faculty of establishments permitted as principal uses, or serve as a factory outlet for technology products produced at the site; provided however, that commercial uses shall not occupy more than five percent (5%) of the total floor area of all buildings on any lot or group of contiguous lots in common ownership or control.

XX.2 - Performance Standards

The performance standards listed in this Section **XX.2** shall be required of all uses located in the Pellissippi Research Center Research & Technology Park District.

XX.2.1 Air Pollution – There shall be no excessive emission of any smoke, fumes, gas, dust or odors that is detectable to the human senses without instruments at the boundaries of the lot occupied by the use producing such smoke, fumes, gas, dust or odors. Any emission of such air pollutants shall be subject to the approval or acceptance of the Economic Development Board of Blount County.

XX.2.2 Electromagnetic Interference – Business operations within this District shall emit only that amount of unshielded spurious electromagnetic radiation as is

necessary for the conduct of their operations. Federal Communications Commission requirements shall govern maximum radiation which tends to interfere with meaningful signals.

- XX.2.3 Fire and Explosion Hazard - All activities and all storage of flammable and explosive materials shall be in accordance with the National Board of Fire Underwriters' publications and other local ordinances.
- XX.2.4 Glare - No direct or reflected glare shall be produced so as to be visible at or beyond any lot line.
- XX.2.5 Noise – There shall be no operational noise measured from any point on the property line of the lot on which industrial production or other noise is generated that exceeds the values given in the following table in any octave band of frequency. The sound pressure level shall be measured with a Sound Level Analyzer that conforms to specifications published by the “American Standard Sound Level Meters for Measurements of Noise and Other Sounds” Z24.2-1944 or as may have been superseded, American Standards Association, New York, NY and “American Standards Specifications for Octave Band Filter Set for the Analysis of Noise and Other Sounds” Z24-10-1953 or as may have been superseded, American Standards Association, New York, NY.

Frequency Band in Cycles per Second	Sound Pressure Level Decibels
0 – 75	65
75 – 150	50
150 – 300	44
300 – 600	38
600 – 1200	35
1200 – 2400	32
2400 – 4800	29
Above 4800	26

- XX.2.6 Radiation and Radioactive Materials – The handling of radioactive materials, the discharge of such materials into air or water, and the disposal of radioactive wastes located within this District shall comply with Title 10, Chapter 1, Part 20, Code of Federal Regulations, “Standards for Protection against Radiation” as it may be amended or superseded, or any state or local standard that is more stringent.
- XX.2.7 Solid or Liquid Waste - All industrial wastes shall be treated and disposed of in such a manner as to comply with all federal, local, and state standards.
- XX.2.8 Vibration - Maximum permitted vibration from any cause shall not exceed the following, when measured at the lot line:

Frequency (Cycles per Second)	Displacement (Inches)
10 and below	.0008

10 - 20	.0005
20 - 30	.0003
30 - 40	.0002
40 - 50	.0001
50 and above	.0001

XX.2.9 Water Pollution - No effluent shall be discharged into any stream, pond or other natural or manmade water body. Discharge into the public utility sewerage system shall be as approved by the City of Alcoa Public Work's Department and shall comply with any industrial waste pretreatment ordinances that may be in effect.

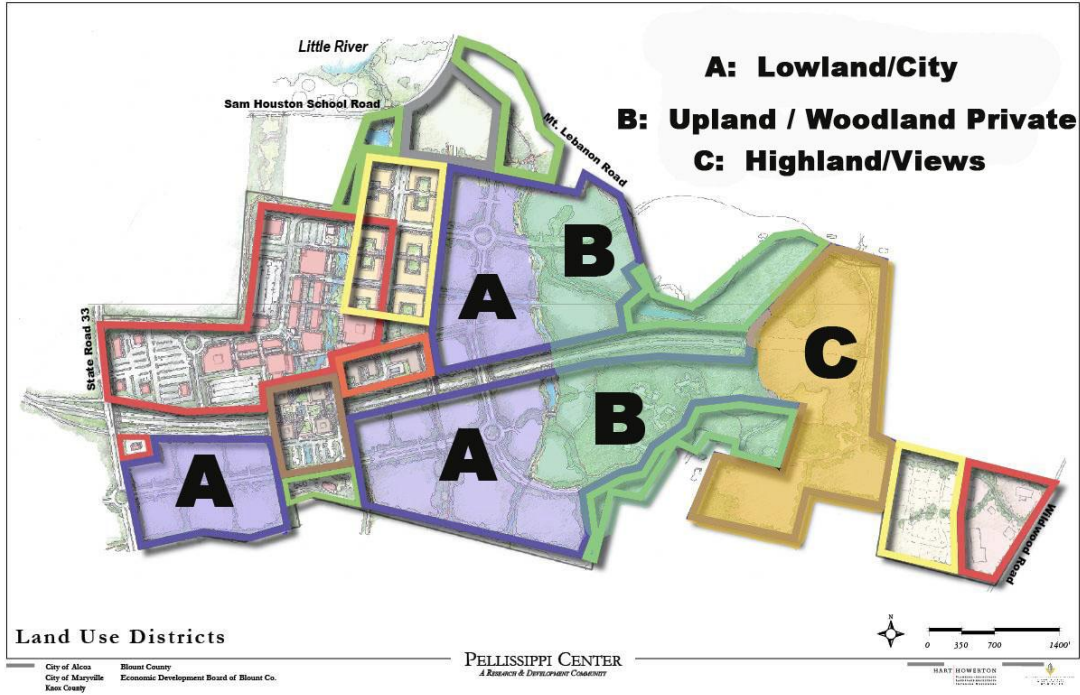
XX.3 - Required Lot Size, Height, Building Setbacks and Percentage Lot Coverage

The land mass of the Pellissippi Place Research & Technology Center represents a cross section of the dynamic East Tennessee landscape, which includes flat open lowlands with long views; rolling upland woodland areas with sheltered views; and highland areas with expansive mountain views. Since these site characteristics can influence development efficiency, the Research and Technology Center has been divided into three zones within the Pellissippi Place Research & Technology Center District, with differing design criteria:

Zone A – Lowland. Located within walking distance of the urban core of Pellissippi Place

Zone B – Upland. Private and enclosed by woodlands

Zone C – Highland. Highest point of the property, with visual connection to the entire development and region beyond.



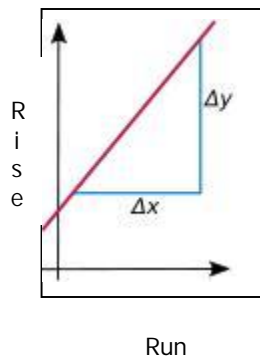
XX.3.1 – Lot Requirements by Zone

ZONE	Minimum Lot Size	(a) Maximum Height and (b) Minimum Building Peak Height	Building Setbacks*	Maximum % Lot Coverage by Impermeable Surface
A	Two and one-half (2.5) Acres	(a) 140' or Ten (10) Stories; (b) 25'	<u>Parkway Frontage and</u> <u>Front Yard:</u> 30' <u>Side Yard:</u> 30' <u>Rear Yard:</u> 30'	70%
B	Two (2) Acres	(a) 70' or Five (5) Stories; (b) 25'		70%
C	Eight (8) Acres	(a) 70' or Five (5) Stories; (b) 25'	<u>Parkway Frontage and</u> <u>Front Yard:</u> 100' <u>Side Yard:</u> 75' <u>Rear Yard:</u> 50'	60%

*There exists a 40 foot perimeter buffer along the confines of the Pellissippi Place Research & Technology Center. That 40 foot buffer shall be the required minimum setback for any yard that is located in the buffer area.

XX.4 - Slope and Ridgetop Development

Slope is considered the measurement of the steepness, incline, gradient, or grade and is defined as the ratio of the "rise" divided by the "run" between two points:



In contrast, a ridgetop is the highest point or peak line of a mountain.

All Applications for Design Review must meet the following slope criteria to ensure the prevention of erosion, preservation of vegetation and the preservation of scenic views.

XX.4.1 No slopes greater than a 3:1 horizontal to vertical ratio (i.e., three feet horizontal for every one foot vertical) may be created in Zones B or C, unless a retaining wall is used (see Section **XX.5**). The location of such retaining wall relative to street rights-of-way or shoulders shall be approved by the Director of Public Works and Engineering of the City of Alcoa.

XX.4.2 Manufactured slopes must appear natural, with varied contours and vegetation. Sharp angles are prohibited. Native plants shall be planted along manufactured slopes to reduce runoff.

XX.4.3 No cut or fill slopes can exceed 30 feet vertical height or 400 feet horizontal length, except where such cut and fills result in a natural appearance, match the naturally existing contours, and/or do not create geologic or erosion hazards.

XX.4.4 On slopes of 20-25 percent, no more than 75 percent of the lot can be disturbed through cut and fill, unless grading is required to make a smooth transition to adjacent lots and roadways.

XX.5 - Retaining Walls

XX.5.1 The location of retaining walls relative to street rights-of-way or shoulders shall be approved by the Director of Public Works and Engineering of the City of Alcoa.

XX.5.2 Retaining walls and terraces shall be used to minimize cut and fill that would alter the perceived natural topography of a site.

XX.5.3 Retaining walls must blend with the natural topography. The design and materials used in the construction of the retaining wall must be compatible with the surrounding area, maintaining its character. Retaining walls shall be screened with plant materials or faced with rock.

XX.6 - Drainage

XX.6.1 Developments shall comply with all provisions of the latest addition of the City of Alcoa's Stormwater Management Ordinance (City of Alcoa Ordinance No. 08-154 as may be amended or superseded), which is incorporated by reference herein.

XX.6.2 Building structures are prohibited in floodways, streambeds and sinkholes. Construction within sinkhole areas will require an injection permit issued by the Tennessee Department of Environment and Conservation (TDEC).

XX.6.3 Natural drainage corridors should be preserved to reduce infrastructure costs and conserve the natural systems in place.

XX.7 - Street Access and Frontage

- XX.7.1** Each lot shall have a minimum frontage of one hundred (100) feet on a public road.
- XX.7.2** Access to building sites shall be via collector or arterial streets wherever possible. No access roads serving lots shall be permitted which may place heavy traffic on residential streets that are not classified as major collector or arterial streets.

XX.8 - Parking and Loading Areas

- XX.8.1** The minimum number of off-street parking spaces shall be adequate to provide parking for all employees and visitors expected during the work shift with the maximum number of employees, but no less than:
 - (1) Four (4) spaces for each one thousand (1,000) square feet of offices, laboratories, technical support, or similar operations.
 - (2) Two (2) spaces for each one thousand (1,000) square feet of manufacturing or production space.
 - (3) One (1) space for each one thousand (1,000) square feet of warehouse and storage area.
 - (4) Production plants with floor space devoted to factory outlet sales shall provide one (1) parking space for each one hundred (100) square feet of retail floor space.
 - (5) For continuous process operations, the number employed or intended to be employed on the two (2) largest successive shifts shall be considered as the total number of employees.

If maximum shift employment is less than the calculated number of required parking spaces by twenty (20%) or more, permission may be requested from the Alcoa Regional Planning Commission to dedicate an area for adequate parking on the property, but leave the excess area unpaved until building occupancy requires it.

- XX.8.2** Parking areas shall not be placed in any required yard, required ten (10') foot peripheral visibility/landscape buffer, or other peripheral zoning buffer, and shall be paved and properly drained. No parking shall be permitted any place other than paved parking areas. Only parking areas for visitors and the handicapped may be placed within any front yard if required for convenient access to the building. All other parking shall be located and properly screened so as not to be visible from any existing or proposed street.
- XX.8.3** Loading areas for supplies and service shall be sufficient to meet the requirements of each use. Loading areas shall not be placed within any front

yard and shall be located and properly screened so as not to be visible from any existing or proposed street.

- XX.8.4 At a minimum, parking and loading areas shall be landscaped in accordance with Section 14-2.1805 - Landscaping Requirements of the City of Alcoa Zoning Ordinance.
- XX.8.5 Lighting of off-street parking and vehicular use areas is required as necessary to assure the safety of vehicles and persons. Such lighting shall be of a design compatible with lighting installed on roadways and/or common areas within the Pellissippi Place Science & Technology Center and shall be deflected down and away from adjacent properties.
- XX.8.6 At the discretion of the Alcoa Regional Planning Commission and upon request by the Applicant, structured parking may result in a bonus in allowable square footage of building space.

XX.9 - Signs Permitted

Signs in the Pellissippi Place Research & Technology Center shall be in accordance with the provisions of Article XX – Research and Technology Center District Signage Regulations.

XX.10 - Landscaping Requirements

Every building site on which a building shall be placed shall be landscaped in the following manner.

- XX.10.1 All yards required under this ordinance shall be landscaped and maintained. A minimum of one tree per twenty (20) linear feet of distance for each boundary line shall be planted in the required yards, in addition to meeting the City of Alcoa's landscaping requirements (including tree replacement).
- XX.10.2 All off-street parking areas shall be screened, as well as practicable, from view from streets by the use of earth berms or landscaping materials.
- XX.10.3 All off-street parking areas, to include drives within the parking areas, greater than either fifteen (15) automobile spaces or 6,750 square feet shall have at least five percent (5%) of the interior of the parking area landscaped in planting islands or peninsulas. Width of islands or peninsulas shall be a minimum width of at least five (5) feet between backs of curbs and at least one tree per fifteen (15) parking spaces shall be planted within the planting islands or peninsulas in addition to other landscaping materials and plants. All other provisions of Section 14-2.18 – Landscaping Ordinance of the City of Alcoa Zoning Regulations shall also apply.

XX.11 - Development Procedure for Tracts or Parcels

- XX.11.1** Any landowner of property lying in Pellissippi Place Science and Technology Center District desiring to dedicate any street, road, or right-of-way to the public must submit to the City of Alcoa Planning Commission a plan of the proposed street, road, or right-of-way for approval.
- XX.11.2** Anyone desiring to secure a building permit for the use of land lying in the Pellissippi Place Science & Technology Center District must submit to the Director of the City of Alcoa Planning Department the following information, as appropriate for approval of plans:
- (1) A site plan for traffic engineering analysis, showing location and design of buildings, driveways, driveway intersections with streets, parking areas, loading areas, maneuvering areas and sidewalks;
 - (2) The percent of coverage of the total site in buildings, parking areas, accessory structures and drives;
 - (3) A grading plan and a planting plan, including screen walls and fences, for analysis of adequacy of visual screening and landscape architectural design;
 - (4) A site plan showing utilities and utility easements, including any waste disposal facilities; and
 - (5) Plans for all signs to be erected, including location, design, color and lighting of each sign.

The Alcoa Regional Planning Commission shall review and approve the proposed site plan. If the proposed site plan is not approved, the planning commission shall state in writing the cause for such disapproval.

ARTICLE **XX** RESEARCH & TECHNOLOGY CENTER DISTRICT SIGNAGE REGULATIONS

No sign shall hereafter be constructed, erected or maintained within the Pellissippi Place Research & Technology Center District, contrary to the requirements hereinafter set out, and it shall be unlawful for any person to construct, erect, or maintain any sign within the Pellissippi Place Research & Technology Center District except in conformity herewith. All signs in the Pellissippi Place Research & Technology Center District shall comply with Chapter 4 – Sign Ordinance of the City of Alcoa's Zoning Regulations.

XX.1 - Definitions

For the purpose of this article the following definitions, terms, and their application shall be used and applied.

"A" frame (or sandwich) sign: So named because of the inverted "V" shaped structure and utilization of copy on both sides, facing opposite parallel directions. These signs are usually painted on wood or metal surfaces, usually resting on the ground with no permanent attachment. Such signs are prohibited in the Pellissippi Place Science & Technology Center.

Accessory Sign - A sign related to a business or profession conducted, or to a commodity or service sold or offered, upon the premises where such sign is located.

Alteration - Any change in a structure or sign that does not increase its exterior dimensions or change its shape, size, or illumination.

Animated sign: Any sign which incorporates in any manner visible or mechanical movement within the sign frame and not rotating movement of the sign itself, or visible apparent movement achieved by electrical pulsations, or by other means such as sequential light phasing and flexible message capacity.

Attached Sign - A sign attached to a building.

Banner Sign - A sign produced on cloth, paper or fabric of any kind, either with or without frame.

Bench sign: An advertising message on any portion of a bus stop bench or other bench.

Billboard: See off-premise outdoor advertising.

Business Center Sign - A sign that identifies a complex of two or more occupants or tenants on the same property.

Canopy sign: Such sign is mounted or hanging beneath the canopy and in all cases shall be mounted perpendicular to the building.

Changeable copy sign: A sign which by manual or mechanical means or by lighting effects can have its copy message changed, apart from any reworking of the sign.

Delivery sign: A building-mounted or ground-mounted sign identifying entry or delivery points to other than residential uses.

Directional parking sign: A sign indicating the entrance to or exit from an off-street parking lot.

Directory sign: A directory sign is one which may be either wall or ground-mounted and contains a specific building name, tenant names, and location of each business within a commercial building. Directory signs are for information purposes only and may not display advertising or any distinctive identifying symbol/graphic rendering of a particular company or entity.

Electric Sign - A sign with electric wiring and lighting therein or thereon or used in conjunction with the sign, including use of neon tubing.

Ground-mounted sign: A sign erected on a free-standing frame, mast or pole, and not attached to any building.

Illuminated Sign - A sign which is produced and displayed by means of artificial projected lights.

Ingress and Egress Signs - Signs that provide information necessary to safely identify vehicular entrances and exits of businesses. Such signs may display a business name or logo and directional information or symbols. Such signs may not exceed two (2) square feet in size and thirty (30) inches in height and must be located out of the street right-of-way and on the premises of the business. Only one ingress and one egress sign may be installed per driveway.

Marquee sign: A wall sign mounted on a permanent roof-like projection over the entry to an establishment, with or without changeable copy.

Mechanic's or Artisan's Sign - A temporary sign of a mechanic or artisan maintained only while work is being performed on the premises. Only one sign board shall be erected per construction site per street frontage and each mechanic or artisan must mount his individual sign on that board. The size of the sign board shall not exceed thirty-two (32) square feet.

Off-premise sign: A sign or structure which advertises a business, product or service not on or offered on the premise on which subject sign is located or a sign or structure which identifies a public, charitable, religious, or institutional organization not located on the premise on which subject sign is located.

Off-premise outdoor advertising sign: Outdoor advertising possessing a display area, panel or face, in excess of sixty (60) square feet that is used to advertise to the public a location, place, event, goods, product or service which is not principally located, placed, happening, manufactured or distributed on the same piece of property on which the advertising is located.

On-premise sign: A sign or structure which advertises a business, product or service on or offered on the premises on which subject sign is located or a sign or structure which identifies a public, charitable, religious, or institutional organization located on the premise on which subject sign is located.

Permanent sign: All signs other than those defined as temporary signs by this ordinance, which are permanently affixed to the ground or the building.

Portable Sign, Mobile Sign, or Trailer-Mounted Sign - Signs designed to be portable, whether or not they are permanently affixed to the ground, a building, or other permanent fixture, having either internal or external lighting and changeable copy. Such signs are prohibited in the Pellissippi Place Science & Technology Center.

Projecting sign: A sign other than a wall sign which is attached to and projects in excess of twelve (12) inches from a structure or building face.

Real Estate sign: A temporary sign denoting the sale, rental or lease of property.

Regulatory parking sign (private): A sign stating the regulations for the use of an off-street parking lot and/or space.

Repair - The replacement of any part of a sign with equivalent material for the purpose of maintenance that does not affect its design, size, structural framework, exterior dimensions, or its structural members and uprights.

Roof sign: Any sign, any part of which, projects above and/or outside of the silhouette of a building as defined in this ordinance.

Rotating sign: Any sign or portion of a sign which moves in a revolving or similar manner, the rotation being in a circular pattern.

Service or product advertising sign: A sign designed to advertise products, services, sales and special events.

Sign - A structure or device designed or intended to convey information to the public in written or pictorial form. The term "sign" shall be construed to include any decorative or structural framework, supports or attachments necessary for or incidental to such sign.

Sign Area - The entire area within a continuous perimeter enclosing the extreme limits of sign display and encompassing the lowest point on the structure other than the pole(s) (if applicable) as well as the highest point of the structure and shall include the structural framework, supports, or attachments and all the display area between these two elevations. In the case of individual characters or of unframed or three-dimensional displays, the continuous perimeter shall form the smallest square, circle, rectangle or triangle, as appropriate, enclosing the extreme limits of the individual characters or display.

Subdivision sign: A sign denoting the entrance/exit to a subdivision.

Temporary Political Sign - Any attached or ground sign advertising a political party, issue or candidate when the same is related to or concerning a pending election to be held within the city or county. Such signs are prohibited in the Pellissippi Place Science & Technology Center.

Temporary Sign - Any display, informational sign, or other advertising device that is of a non-permanent nature and is intended to convey information about a specific, timed event rather than an ongoing occurrence.

Temporary Trailer sign: A portable sign which is designed to be moved from place to place and not permanently attached to the ground or any structure. Such signs are prohibited in the Pellissippi Place Science & Technology Center.

V-Sign – See “A” frame sign.

Vehicle sign: Any sign on any mode of transportation, including but not limited to car, bus, truck, train, boat or airplane.

Wall sign: Any sign affixed directly to or painted on, or otherwise inscribed on any exterior portion of a building and confined within the limits thereof, with the face usually in a parallel plane to the plane of the building wall.

Window sign:

1. Permanent: Any sign placed on either the internal or external surface of a window and intended to be visible from the outside of a building, for display as an advertisement announcement, notice, directional material or name, and which remains for more than thirty (30) consecutive days or more than sixty (60) days within any consecutive one hundred eighty (180) day period.

2. Temporary: Any sign placed on the internal surface of a window for a period not to exceed thirty (30) days and intended to be visible from the outside of a building, for display as an advertisement, announcement, notice, directional material or name.

XX.2 - Permits Required – a sign permit application shall be made to the City of Alcoa Planning and Codes Department.

XX.3 - Permitted Signs in the Pellissippi Place Research & Technology Center District

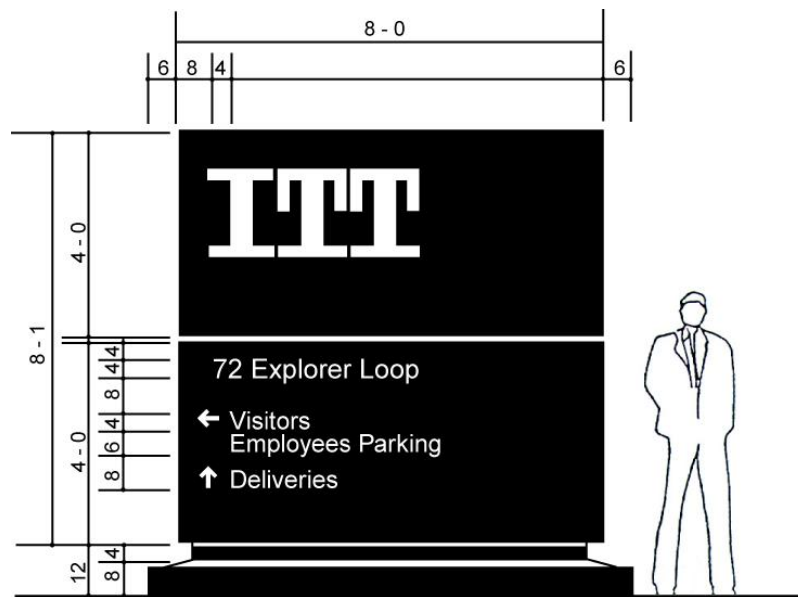
The following signs and no other, shall be permitted in the Pellissippi Research Center Research & Technology Center District:

(1) Monument Signs

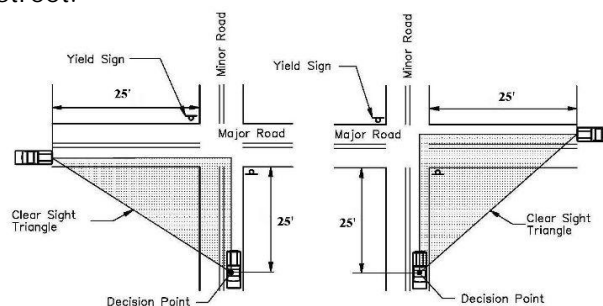
The monument sign signals a site entrance, identifies the occupant(s) or facility name, gives the street address, and may contain site directional information.

- (a) A monument sign shall have the following maximum dimensions: a height of eight (8) feet one (1) inch; a width of eight (8) feet; and a depth of twelve (12) to eighteen (18) inches. The sign may be mounted on a base that does not exceed one (1) foot in height.
- (b) A monument sign shall constitute one face, with two sides. The upper four (4) feet of that face shall display only the name(s) and/or logo(s) of the resident firm(s) or of the complex. The address and directional information may be displayed on the bottom four (4) feet of the face. A one (1) inch reveal shall separate the two halves.
- (c) The names on the upper half of the monument sign should be so positioned as to leave a minimum clear margin of eight (8) inches along the top and each side and four (4) inches along the bottom.

- (d) A monument sign may contain one, two, or three company names and/or logos. If more than three companies occupy a single facility, only the facility name may be placed on the monument sign.
- (e) The color, typography and logo combination used on the upper half of the monument sign may be selected by the tenant firm, but the background must be one continuous color.
- (f) Only the upper half of the monument sign may be internally illuminated.
- (g) The lower half of the monument sign shall have a dark bronze background and white typography in Helvetica regular. Address and directional information shall be positioned in the upper left corner with margins and spacing as illustrated below.



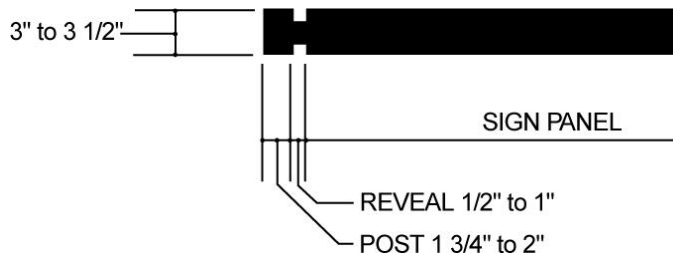
- (h) One monument sign per access road to a site shall be permitted.
- (i) The monument sign shall be placed either perpendicular or parallel to an existing public road, outside the public street right-of-way and must be located a minimum of ten (10) feet from the property line (outside any platted easement and visibility triangle) and ten (10) feet from the property line of the site access road.
- (j) No signs may be allowed in the visibility triangle at any street intersection or intersection of a driveway and street.



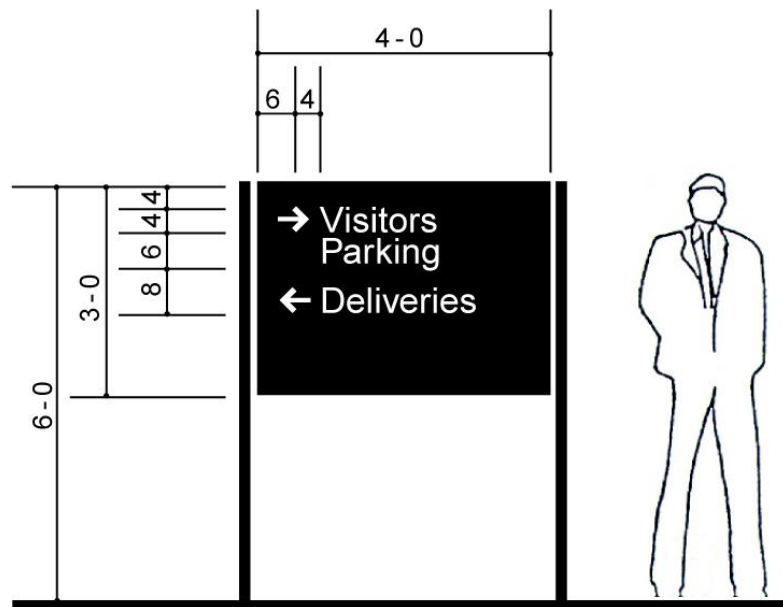
(2) Facility Directional Signs

Facility directional signs provide information needed to move about within a site. The signs can display standard traffic control symbols, speed limits, and directional and identification information.

- (a) Facility directional signs shall display only regulatory, directional, traffic control, and identification information and the firm(s) or complex name and/or logo.
- (b) Facility directional signs shall be of post and panel construction and shall not exceed six (6) feet in height and four (4) feet in panel width. Dimension details are presented in the following illustration.



- (c) The posts and panel background color shall be dark bronze; the typography shall be white in Helvetica regular and positioned in the upper left corner with margins and spacing as illustrated below.



- (d) Facility directional signs shall not be located closer than fifty (50) feet to an existing or proposed public street right-of-way and shall be a minimum of ten (10) feet from the property line of an existing or proposed curb of any entrance drive or access way.

(3) Building Mounted Signs

Building mounted signs allow the tenant(s) or facility to identify itself on the face of the building.

- (a) Building mounted signs shall include only the name and/or logo of the resident firm(s) or complex.
- (b) Only one building mounted sign per firm or complex may be erected per street frontage.
- (c) A building mounted sign for a firm or complex shall not exceed two hundred (200) square feet. Two or more tenants shall not exceed one hundred-fifty (150) square feet each.
- (d) A building mounted sign shall be part of or mounted directly on the building wall and shall not project more than twelve (12) inches from the building surface. Signs painted directly upon the building are not permitted.
- (e) Roof mounted signs are prohibited.
- (f) The building tenant(s) may select the material, color, typography and format for building mounted signs. Illumination of such signs is optional.

(4) Identity, Information and Traffic Control Signs

Traffic control, street name, directional and other such signs installed and maintained by the City of Alcoa are permitted in street rights-of-way.

(5) Mechanics' or artisans' signs.

- (6) Real estate signs, provided the area on one side of any such sign shall not exceed twenty (20) square feet; on unimproved property the area on one side of such signs shall not exceed forty (40) square feet; and not more than one such sign shall be erected for each 250 feet of frontage or fraction thereof.

(7) Ingress and egress signs.

- (8) On lots or tracts of land having two or more occupants, tenants, commercial or business enterprises, one business center sign is permitted, provided that the area on one side of said sign does not exceed one hundred (100) square feet for each 250 feet of frontage or fraction thereof, and further provided that where additional signs are authorized because of frontage in excess of 250 feet, such a sign shall not be closer than 150 feet to another such sign on the same property

Pellissippi Place

On the Oak Ridge Corridor

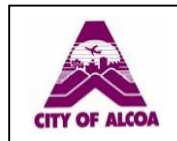
Research & Technology Center Development Guidelines

Site Plan Approval Regulations and Procedures

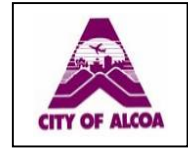
Site Plan Approval must comply with the City of Alcoa, Tennessee's Site Plan Review and Approval Process. A Site Plan Review Development Application (see the following pages) must be submitted to the City of Alcoa Planning and Codes Department for review by the Alcoa Regional Planning Commission (ARPC). The Development Review Team (consisting of city departmental staff representing planning, codes, engineering, electric and fire disciplines) and ARPC will review submitted applications and plans for proposed access, circulation drives, sidewalks, parking spaces, loading facilities, solid waste facilities, drainage facilities, utilities, landscaping, land use type, heights, setbacks and any other additional information that may be required.

SITE PLAN REVIEW

DEVELOPMENT APPLICATION



SITE PLAN AND BUILDING PLANS REVIEW PROCEDURES PLANNING AND CODES DEPARTMENT



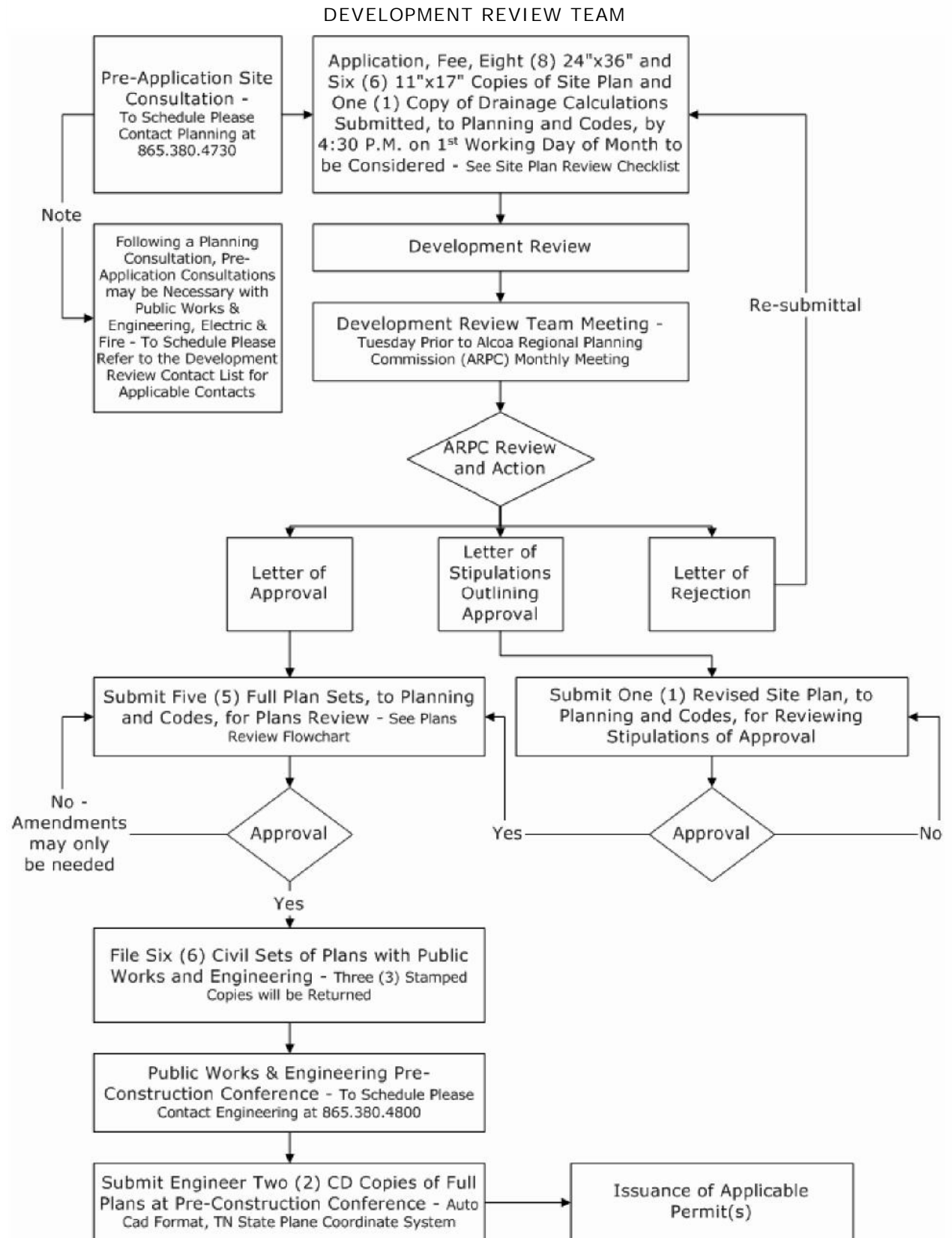
DEVELOPMENT REVIEW TEAM

All commercial, multi-family, public, semi-public and industrial site plans must be submitted to planning staff for review by the Alcoa Regional Planning Commission (ARPC). The Development Review Team (consisting of city departmental staff representing planning, codes, engineering, electric and fire disciplines) and ARPC review such plans for proposed access, circulation drives, sidewalks, parking spaces, loading facilities, solid waste facilities, drainage facilities, utilities, landscaping, land use type, heights, setbacks and any other additional information that may be required. Note that planning staff shall review and approve any existing development, as those types mentioned above, requiring a Building Permit. Below are the procedures:

1. All site plans shall be prepared and certified by a licensed engineer, landscape architect, architect and/or surveyor, unless otherwise approved administratively;
2. The ARPC monthly meeting is held the 3rd Thursday of each month at 5:30 p.m. in the Municipal Building Commission Chambers. All completed site plans must be submitted, to the Planning and Codes Department, no later than 4:30 p.m. on the 1st business day of the month of the regularly scheduled meeting;
3. All site plans shall follow the regulations established in each applicable section of the Alcoa Zoning and Land Use Control regulations, as well as meet all other pertinent standards of design as established by city ordinance (see Site Plan Review Flow Chart and Site Plan Review Checklist for required items for submittal);
4. Although signage may not be shown on site plan, replacement and/or proposed signage must be reviewed and approved for permit by planning staff;
5. Having obtained site plan approval, appropriate construction plans and measures for controlling erosion and sediment must be received and reviewed by engineering staff prior to issuance of a Grading Permit (see Public Works and Engineering Grading Permit Application for requirements);
6. A Building Permit must be issued prior to commencement of construction activity of any kind, site grading included, unless otherwise approved administratively. The cost of such permit is based upon the estimated cost of construction and must be obtained from the Planning and Codes Department. Five (5) full sets of plans must be submitted to the Planning and Codes Department for Building Plans Review. At time of submittal, a Grading Permit Application must be filed. Plans are dispersed as follows:

(2) Planning and Codes	(1) Engineering
(1) Fire	(1) Electric;
7. Building plans are reviewed in coordination with the 1999 edition of the International Building Code;
8. Following a comprehensive review by the Development Review Team, comments shall be addressed to insure the issuance of a Building Permit. Once addressed, the application may be filled out and permitted – issuance contingent upon grading approval by Public Works and Engineering Department staff; and,
9. A Certificate of Occupancy (CO) will be issued upon completion and approval of all trade and departmental inspections (i.e., sign-off card), and meeting all other city requirements.

SITE PLAN REVIEW FLOW CHART PLANNING AND CODES DEPARTMENT





SITE PLAN REVIEW CHECKLIST

PLANNING AND CODES DEPARTMENT

DEVELOPMENT REVIEW TEAM

Eight (8) site plan copies (24" x 36" in size), six (6) reduced copies (NTS of 11" x 17" in size), one (1) copy of complete drainage calculations and the Development Review Application shall be provided. Once approved and following any required final revisions, two (2) CD copies in Auto Cad format (TN State Plane Coordinate System) shall be required for all site, utility and building plans. A filing fee shall be paid at submittal.

Below are the items to be incorporated into the title block of all site plans:

- Plan(s) prepared and certified by a licensed engineer, architect, landscape architect and/or surveyor, unless otherwise authorized by administrative staff;
- Project name and applicable phasing, if phased;
- Topography of existing and finished grades at two (2) foot contour intervals;
- Location and elevations of all associated floodplain/floodway boundaries;
- Finished Floor Elevations (FFE) of all proposed structures, streets/roads/drives, sidewalks, greenway trails and creeks/streams/rivers and/or etc.;
- Location and dimensions of all existing and proposed principle and/or accessory structures, streets/roads/drives and/or etc., sidewalks, greenway trails, easements and rights-of-way;
- Location of bicycle rack(s) and signage – sign permits are required per regulations;
- Dimensions and calls of all property lines;
- Dimensions of parking (including number), and dimensions of drive aisles clearly identified with appropriate pavement markings shown (i.e., stop bars, arrows, etc.);
- Integration of onsite vehicular and pedestrian circulation;
- Sidewalks shown along frontage of all public rights-of-way with connection(s) to onsite pedestrian circulation;
- Landscaping plan – plan reviewed by Alcoa Tree Board;
- Utility plan for water, sewer, storm sewer, natural gas, telephone and electric, showing all materials, sizes, invert, top of casting elevations and pumping stations, if required;
- Erosion and sediment control plan;
- Location of solid waste collection, screening required;
- Access street (i.e., frontage road and/or etc.), if applicable;
- Setbacks: front, rear and side;
- Width dimensions of access point(s) on to public rights-of-way;
- Dedications, agreements and/or similar documentation, if applicable;
- Site data table shown on site plan drawing to include: land use, zoning, size of property, gross floor area (GFA) of proposed structure(s), number of floors, structure(s) height(s), number of parking spaces required and number of parking spaces provided (including accessible parking), lot coverage calculations for impervious parking surface as well as the site's total impervious surface (square footage and percentage (%) of lot coverage) and tabulation of revision dates; and,
- North point, graphic scale and location map.

Site Plans shall be reviewed based on adherence to the below requirements:

Zoning and Land Use

Zoning and Land Use Control regulations

Sanitary Sewer and Water

Alcoa Public Works and Engineering Water & Sanitary Sewer Constructions Specifications, latest edition
Sewer Use Ordinance (Grease, Oil, Sand Traps and Separators requirements)

Streets and Stormwater

Streets & Drainage – Construction Specifications, latest edition

Dumpster pad specifications

Erosion and Sediment Control

Grading, Soil Erosion & Sedimentation Control Ordinance

Tennessee Erosion & Sediment Control Handbook, latest edition

In addition, all other applicable local, state, & federal regulations shall be followed.



DEVELOPMENT APPLICATION PLANNING AND CODES DEPARTMENT

City of Alcoa • 223 Associates Boulevard • Alcoa, TN 37701 • Ph#: (865)380-4730 Fax#: (865)380-4744
DEVELOPMENT REVIEW TEAM

Project Number: _____ OFFICE USE ONLY

*Action Requested: Concept Plan Site Plan Preliminary Plat Final Plat

Owner:
Mailing Address:
Telephone: _____ Fax: _____ Email: _____

Agent/Contact: Mailing
Address:
Telephone: _____ Fax: _____ Email: _____

Designer:
Mailing Address:
Telephone: _____ Fax: _____ Email: _____

PROJECT INFORMATION:

UPDATE FORM!!!!

Project Name: _____

Property Address: _____

Map Number(s): _____

Parcel Acreage(s): _____

Parcel Number(s): _____

Parcel(s) Zoning: _____

Existing Land Use: _____

Number of Dwelling Units (Residential): _____

or Building Area (S.F. of Non-Residential): _____

Proposed Land Use: _____

Number of Dwelling Units (Residential): or

Building Area (S.F. of Non-Residential): _____

Reason for Request: _____

(Attached Project Overview Recommended)

SIGNATURE OF APPLICANT:

The undersigned hereby applies to the City of Alcoa, Tennessee for approval as indicated by action requested above. I hereby certify that I am the owner, or duly authorized agent of the property, and the information submitted in this application is true and correct to the best of my knowledge at the time of application.

Signature Owner/Agent

Date

*See Appropriate Flowchart and Complete Checklist for Action Requested – Eight (8) Copies (Concept or Site 24x36" & Plats 18x24") and Six (6) Reduced Copies (11x17") are needed for Review

OFFICE USE ONLY	
Date Application Received:	
Application Fee Paid:	<i>Concept/Site Plan \$100.00</i> <i>Preliminary Plat \$100.00 plus 10.00/Lot</i> <i>Final Plat \$ 10.00 plus \$1.00/Lot</i> <i>Minor Subdivision, Preliminary & Final Combined</i>
Commission Date: _____	Receipt Number: Planning _____

Research & Technology Center Development Guidelines

Restrictive Covenants

STATE OF TENNESSEE

COUNTY OF BLOUNT

DECLARATION OF RESTRICTIVE COVENANTS
TO
PELLISSIPPI PLACE RESEARCH & TECHNOLOGY CENTER

Whereas, the undersigned, Industrial Development Board of Blount County, is the owner of certain real estate located in Blount County, Tennessee, described in Exhibit A attached hereto, and incorporated herein by reference; and

Whereas, the Industrial Development Board of Blount County (the Park Owner) desires to fix, and establish certain conditions, covenants, restrictions, easements and reservations, to protect all persons, firms or corporations that may hereafter become the owners of said property described in Exhibit A, or lots, or parts thereof; and

Whereas, as condition to participation in the hereinafter described "Association", the Park Owner is required and desires to subject the land and all improvements located and to be located thereon to the restrictions, covenants, terms, conditions and limitations expressed herein.

Now, therefore, the Park Owner does hereby proclaim, publish and declare that the land and all improvements located or to be located thereon are subject to, held and shall be held, conveyed, hypothecated or encumbered, rented, used, occupied shall be binding upon the Park Owner and upon all parties having or acquiring any right, title, or interest in and to the land or said improvements or any part or parts thereof:

I. PROPERTY SUBJECT TO THIS DECLARATION

The real property, herein referred to as Pellissippi Place Research & Technology Center, which is hereby made subject to the conditions, covenants, restrictions, easements and reservations set forth herein, is located in Blount County, Tennessee, and is more particularly described in Exhibit "A" attached hereto and made a part hereof by reference, together with any adjoining real property which may be made subject to this Declaration in accordance with Section VII hereof.

II. PURPOSE OF THIS DECLARATION

This Declaration is made to ensure proper use, development and improvement of Pellissippi Place Research & Technology Center so as to:

- a. Develop Pellissippi Place with a park-like character which will ensure its being a continuing asset to the Marysville area and to the State of Tennessee;
- b. Ensure adequate and reasonable development of Pellissippi Place;
- c. Protect the Owners and Occupants of building sites within the Pellissippi Place against such use of neighboring building sites as might depreciate the value of their property;
- d. Guard against the erection in Pellissippi Place of structures built with unsuitable materials or with improper quality or methods of construction;
- e. Encourage the erection in Pellissippi Place of attractive, permanent improvements appropriately located to ensure harmonious appearances and functions;
- f. Provide adequate and well-designed off-street parking and loading facilities; and
- g. Encourage the development of advanced technological, architectural, and engineering design and, in general, provide a harmonious development that will promote the general welfare of the owners and occupants of Pellissippi place. Prospective purchasers are encouraged to design their buildings in accordance with the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) standards and to submit their projects for LEED certification.

III. OWNERS AND OCCUPANTS ASSOCIATION

There is hereby established the Pellissippi Place Research & Technology Center Owners and Occupants Association, herein referred to as the "Association". Each Lot Owner and property occupant in the Pellissippi Place Research & Technology Center, as well as Declarant, shall be a member in the Association. Each Lot Owner shall be entitled to one (1) vote in the Association for each full acre of land owned in Pellissippi Place Research & Technology Center. Property occupants who are not also owners of the lot on which they occupy space shall be entitled to one (1) vote for each 40,000 square feet of space occupied or portion thereof.

The Association is formed to provide for the maintenance, improvement and beautification of Common Areas and Common Facilities of Pellissippi Place Research & Technology Center and to undertake such other activities as are related to maintaining Pellissippi Place Research & Technology Center as a desirable development for members of the Association. The Association shall cause to be organized or designated some legal entity or nominee which shall be authorized to hold the title to real property. Such legal entity or nominee shall accept and retain legal title to those lands, if any, designated as Common Areas within Pellissippi Place Research & Technology Center and such other open or park areas as may hereafter be designated as Common Areas by Declarants and thereafter deeded to the Association. Such

legal entity or nominee shall hold such title for the use and benefit of the members of the Association, and every member of the Association shall have a right and easement of joint enjoyment in and to the Common Areas and Common Facilities and any Improvements thereon. The Association shall pay or arrange for payment directly by its members on an equitable basis, for such utility services that may be required for lighting, sprinkler systems, and other uses including maintenance, in connection with such Common Areas. To the ends set forth hereinabove, the Association shall assess its members, provided that such assessments are made upon affirmative vote of not less than two-thirds (2/3) of all votes then outstanding among all members of the Association, and provided, further, that the amount of such assessment shall be made against the members in direct proportion to the number of votes which each has. Each member of the Association shall be fully liable for prompt payment of the necessary assessments for property maintenance of the Common Areas.

The Association shall establish its own by-laws for the conduct of its affairs which shall include reasonable notice to each member prior to any meeting. Decisions of the Association shall be by majority of votes cast at any meeting, except as otherwise provided hereinabove.

IV. PELLISSIPPI PLACE OPERATING COMMITTEE

There is hereby established the Pellissippi Place Operating Committee, also referred to herein as the "Committee" which shall consist five (5) members representing Blount County, Tennessee, the City of Maryville, Tennessee, the City of Alcoa, Tennessee, Knox County, Tennessee, and the Industrial Development Board of Blount County, Tennessee. Each member of the Committee shall serve at the pleasure of the entity appointing him, and each such member can be removed at any time, with or without cause, by the entity that so appointed him. If the Committee is terminated or ceases to represent the Park Owner of the Pellissippi Place Research & Technology Center, the Park Owner shall appoint a replacement Operating Committee. If the Park Owner ceases to be the Owner of the Pellissippi Place Research & Technology Center, then a replacement Committee shall be elected by the Pellissippi Place Research & Technology Center Owners and Occupants Association (referred to in Section III hereinafter).

The vote of a majority of the members of the Operating Committee at a meeting shall constitute the action of the Committee on any matter before it, provided, however, in no event shall a vote of less than three (3) members (either affirmative or negative and not both) constitute acts of the Committee. The committee shall adopt bylaws governing the time, place and manner in which the business of the committee will be conducted.

V. APPROVAL OF PLANS

No construction or exterior alteration of any Building or other Improvement may be initiated without written approval of the plans and specifications for such construction or alteration by the Operating Committee. The procedures and requirements for submission and review of applications and plans for site and building development are stipulated in the "Design Review and Approval Process Requirements, Events and Procedures" for the Pellissippi Place Research & Technology Center and are incorporated in these Restrictive Covenants by reference.

The following information, as appropriate, shall be submitted to the Operating Committee for its approval of any plans:

1. Preliminary architectural plans for the proposed building or buildings.
2. A site plan for traffic engineering analysis, showing location and design of buildings, driveways, driveway intersections with streets, parking areas, loading areas, maneuvering areas and sidewalks.
3. A grading plan and a planting plan, including screen walls and fences, for analysis of adequacy of visual screening and landscape architectural design.
4. An erosion control plan to control sedimentation and storm water runoff during site construction.
5. A site plan showing utilities and utility easements, including any waste disposal fields.
6. An estimate of the maximum number of employees contemplated for the proposed development and timing of shifts during which they would work.
7. Plans for all signs to be erected, including details of sign's location, design, color and lighting.
8. A description of proposed operations in sufficient details to permit judgment of whether or not they are permitted uses under the terms of the then existing zoning regulations, including the extent of air pollution, vibration, noise, odor, glare, hazard of fire and explosion, radiation, radioactive materials, electromagnetic interference, water pollution and wastes, or other performance characteristics that may be specified in the then existing zoning regulations.
9. Engineering and architectural plans for the solution of any problem indicated by item (h) above, including any necessary plans for compliance with the performance standards contained in the then existing zoning regulations.
10. Any other information required to ensure compliance with requirements contained herein.

Upon receipt of approval from the Operating Committee, the Owner or Occupant to whom the approval is given shall, as soon as practicable, satisfy any conditions thereof and diligently proceed with the commencement and completion of all approved construction. Unless work on the approved construction shall be commenced within one (1) year from the date of such approval, then the approval shall automatically be revoked, unless the Committee has given written permission for an extension of time for commencing work.

The Operating Committee shall exercise its best judgment to see that all Buildings and Improvements (including landscaping) conform and harmonize with existing and final design, quality, type of construction, material color, setting, height, grade and finished ground elevation. Actions of the Committee through its approval or disapproval of plans, specifications,

and other information submitted pursuant to the provisions of this Section V, or in respect of any other matter before it, shall be conclusive and binding on all parties.

Applications for approval hereunder are to be submitted in duplicate to the Operating Committee. Approval of plans and specifications by the Committee shall be in writing and in accordance with procedures designated by the Committee.

VI. RESTRICTIONS ON USES AND IMPROVEMENTS

The following restrictions are imposed on the property subject to this Declaration.

- a) Lots in the Pellissippi Place Research & Technology Center shall be used only for the purposes of laboratories, offices, and other facilities for basic and applied research and development, testing and consulting, whether public or private; production or assembly of technology prototype products, scientifically-oriented production, or the assembly of high-technology products which are related to the on-site research and development activities of the Purchaser or its assigns; or any use permitted pursuant to Article XX – "Pellissippi Place Research & Technology Center District," of the Zoning Ordinance of the City of Alcoa, Tennessee, (Ordinance Number XXXXX, as amended).
- b) Buildings in the Pellissippi Place Research & Technology Center or any portion thereof, or any building, structure or improvement thereon shall not be used, kept, maintained or offered for general rental or lease purposes, except that the Purchaser or its assigns may use, keep, maintain or offer up to 25% of the heated floor space of a building, structure or improvement on the property for general rental or lease purposes, for a qualified use, if the portion thus used, kept, maintained or offered for general rental or lease purposes is reasonably necessary for the future expansion of the Purchaser, its primary tenant or its assigns. In no event shall an entire building, structure or improvement on the subject property be occupied by more than a primary or base tenant, plus one (1) additional tenant for each 7,500 square feet of permitted excess rental/lease area.
- c) It is expressly agreed and acknowledged by and between the parties hereto that the real property in the Pellissippi Place Research & Technology Center is being sold and conveyed to the Purchaser for the construction thereon of a facility to be used in accordance with the permitted uses hereinabove specified in paragraph VI a) and that a part of the consideration for the conveyance of said property to the Purchaser is the Purchaser's agreement to obtain a building permit, complete all site preparation, and to commence the actual physical construction of the facility thereon, as approved by the Operating Committee, within twelve (12) months from the date of conveyance, and to continue without interruption the construction of the said facility until completed according to approved plans and specifications. The Purchaser does for itself, its successors and assigns, agree that upon its failure to meet the requirements hereunder then the Park Owner may, at its option, within 360 days of Purchaser's failure, repurchase the above described tract of land for a sum equal to the total purchase price paid by the Grantee therefor plus the value of any improvements thereon.

- d) The Purchaser hereby agrees that in the event Purchaser, or Purchaser's assigns, shall elect to sell or otherwise dispose of any unimproved portion of the above described property within twenty (20) years from the date of conveyance, Purchaser shall first offer such unimproved portion to the Park Owner at the purchase price per acre of such portion paid by Purchaser to the Park Owner. Park Owner and Purchaser hereby further agree as follows:
- 1) Before offering any unimproved portion of the above described property for sale or development, the Purchaser shall submit its plan therefor to the Economic Development Board of Blount County for review and shall submit all appropriate documentation required to comply with City of Alcoa Standards for Land Subdivision, and zoning and land use control regulations of the City of Alcoa Planning and Codes Department. The costs of such submission shall become a part of the purchase price of the property in the event the Park Owner herein shall elect to exercise its right of first refusal.
 - 2) Before consummating any sale of any unimproved portion of the real property involved, Purchaser, or Purchase's assigns, shall notify Park Owner in writing of its intention to sell the same as a separate parcel of property and shall offer such property to Park Owner in writing at the price hereinabove specified in Section VI c). In the event Park Owner shall elect to repurchase said property, it shall so notify the Purchaser, or Purchaser's assigns, in writing, and shall pay this amount of the sale price in cash to Purchaser or Purchaser's assigns, upon delivery of a deed from the Purchaser, or Purchaser 's assigns, reconveying such unimproved parcel of property to Park Owner, subject only to ad valorem real property taxes for the then current year, and covenants, restrictions, reservations and rights-of-way then of record. In the event Park Owner shall not so notify Purchaser, or Purchaser's assigns, in writing of its election to repurchase said property within forty-five (45) days from receipt of notification from Purchaser, or having given such notice of its election to repurchase, shall not tender the purchase price thereof, as aforesaid, within forty-five (45) days after delivery of such notice from Park Owner of its election to repurchase, Purchaser, or Purchaser's assigns, shall no longer be obligated to Park Owner with respect to any repurchase of such unimproved real property.
 - 3) Such unimproved real property shall be selected by Purchaser or Purchaser's assigns in such manner that no one (1) major dimension shall exceed any other major dimension by a factor in excess of two (2) and shall be in the configuration of a rectangle or square as nearly as practicable; provided, however, that if at least one boundary of said property, when so placed as to comply with building set-back provisions of applicable building codes and restrictions does not abut a public street, or streets, said area shall be enlarged by extension of the boundaries thereof in straight lines to the extent necessary to cause said area to abut the nearest public street providing access to said area.
 - 4) In the event Purchaser, or Purchaser's assigns, shall have made substantial improvements, including construction of a building, and desires to sell the entire tract of real property here involved to a single purchaser in one transaction, the

Purchaser or its assigns shall be under no obligation to Park Owner with respect to offering the property for repurchase.

- 5) Purchaser, or Purchaser's assigns, shall be under no obligation to Park Owner with respect to offering the unimproved real property to Park Owner as herein provided in paragraph (IV) above, and shall be entitled to retain any consideration received, if the contemplated sale or transfer by Purchaser, or Purchaser's assigns, is:
 - a. A sale or transfer to the United States or the State of Tennessee or to any department, subdivision or agency thereof, including any legally established public corporation expressly authorized under Tennessee Law, or to any municipality or municipal corporation, whether voluntary or involuntary, or any other sale or transfer under threat of condemnation.
 - b. To a wholly owned subsidiary of the Purchaser, or Purchaser's assigns, or to a legal entity of which the Purchaser, or Purchaser's assigns, own more than 50% interest.
 - c. In connection with a merger, consolidation, reincorporation, any reorganization of the types described in Section 368 of the Industrial Revenue Code of 1986, as amended from time to time, or any similar provision of the Internal Revenue laws of the United States, or other corporate reorganization, except under the laws relative to bankruptcies, affecting or involving the Grantee.
 - d. To an investor pursuant to a sale and leaseback agreement whereby such investor shall have agreed to construct upon such property a facility in conformance with Paragraph II leased to or to be occupied by the Purchaser or the Purchaser's successor in title as a result of a sale or transfer by Purchaser, or Purchaser's assigns, of a type described in subparagraph b or c above.
 - e. Any sale or conveyance approved in writing by Park Owner; provided, however, that this option to repurchase and the restrictions elsewhere set out in this option shall continue in effect as to said land or part thereof, in the hands of any successor in title of Purchaser as a result of a sale or transfer of a type described in subparagraphs b, c, or d above, or in this paragraph. It is further provided that this option and said restrictions shall apply in the event of any involuntary transfer or conveyance of the above described property suffered by the Purchaser or Purchaser's assigns, (except an involuntary transfer or conveyance of the type described in subparagraph a above) with like effect as to a voluntary sale, conveyance or transfer and shall be, in any case, deemed a covenant running with the land.
- 6) In the event Purchaser, or Purchaser's assigns, shall wish to encumber all or any portion with a building program for the improvement of such property, Park Owner will, upon request, subordinate the rights contained in the foregoing

paragraphs to any such encumbrances, provided, however, said mortgage or encumbrances will provide that in the event of default the Park Owner will be given 30 days notice before foreclosure proceedings or any other action is instituted.

- 7) Nothing in this paragraph d) shall be deemed to inhibit the right of Park Owner, or Park Owner's assigns, acting without the concurrence of Purchaser, to grant easements or rights-of-way for the installation of utilities or roadways deemed necessary by Park Owner, or Park Owner's assigns, for appropriate utilization of the premises.
- e) Temporary Structures - No temporary Buildings or other temporary structures shall be permitted on any Building Site; however, trailers, temporary buildings, barricades, and the like shall be permitted for construction purposes during the construction period of permanent Building. Such structures shall be placed as inconspicuously as possible, shall cause no inconvenience to Owners or Occupants, and shall be removed not later than fourteen (14) days after the date of completion or date of occupancy of the Building(s) (which ever date is first) in connection with which the temporary structure was used, unless a variance is granted by the Operating Committee.
- f) Area, Yard, and Height Requirements - The Operating Committee may establish more restrictive requirements than the existing zoning regulations from time to time as it deems necessary. Such plans shall be submitted for review to the City of Alcoa.
- g) Site Placement - All Buildings and other Improvements shall be placed so that the existing topography and landscape shall be disturbed as little as possible, and so that the maximum number of desirable trees and other natural features will be preserved. Written permission must be obtained from the Operating Committee and approval received from the Alcoa Tree Board, before removal of trees or other natural features begins. Any trees removed due to constructions shall be replaced.
- h) Parking, Loading and Unloading Areas - Off-street automobile parking and unloading spaces shall be as approved by the Operating Committee and each owner and occupant shall be responsible for compliance by its employees and visitors, and shall be subject to the sanctions referred to in paragraph (q) hereinafter for any violations committed by its employees or visitors. Loading areas shall not encroach into setback areas or be visible from any street, freeway, or expressway, unless specifically approved in writing by the Operating Committee. Loading docks shall be set back and screened to minimize the effect of their appearance from neighboring Building Sites. Such plans shall be submitted for review and approval of the Alcoa Regional Planning Commission.
- i) Service, Screening, Storage Areas - Garbage and refuse containers shall be concealed and contained within the buildings, or shall be concealed and contained by means of a screening wall of material similar to and compatible with that of the Building. These elements shall be integral with the concept of the Building plan, shall be designed so as not to attract attention, and shall be located in the most inconspicuous manner possible. Unless specifically approved by the Operating Committee in writing, no materials, supplies, or equipment shall be stored in any area on a Building Site except

inside a closed Building, or behind a visual barrier screening such areas so that they are not visible from neighboring Building Sites, common Areas or public streets.

- j) Streets, Drives, Curbs and Walks - Streets, drives, curbs and walks shall be constructed or altered in accordance with plans and specifications submitted to and approved in writing by the Operating Committee. Walkways shall be designed to provide a cohesive and unified appearance within the Pellissippi Place Science & Technology Center and shall be tied into the Pellissippi Place Science & Technology Center greenway system whenever possible. Such plans shall be submitted for review and approval of the City of Alcoa.
- k) Landscaping - Every Building Site on which a Building has been placed shall be landscaped in accordance with plans and specifications submitted to, and approved by, the Operating Committee. Landscaping as approved by the Operating Committee shall be installed prior to the issuance of a Certificate of Occupancy; where this is not possible due to weather or supply delays, a suitable bond in an amount determined by the Operating Committee will be provided by the developer. Such plans shall be approved by the Alcoa Tree Board.
- l) Exterior Materials, Colors - Finished building materials shall be applied to all sides of a Building which are visible to the general public, as well as from neighboring Building Sites and Common Areas. Colors shall be harmonious and compatible with colors of the natural surroundings and other adjacent Buildings. The Operating Committee shall have the sole right to approve or disapprove materials and colors so controlled. Wood frame buildings as well as exposed utility block buildings will not be allowed. No exposed metal exterior surfaces will be allowed, except the committee may approve a metal exterior building having a unique and specialized exterior surface.
- m) Signs - Signs shall be designed, erected, altered, reconstructed, moved, and maintained in whole or in part in accordance with plans and specifications submitted to and approved by the Operating Committee in writing and permitted by the City of Alcoa.
- n) Utilities - Mechanical Equipment, Roof Projection - All mechanical equipment, utility meters, and storage tanks shall be located in such a manner so as not to be visible to the general public or from other Building Sites or Common Areas. If concealment within the Building is not possible, then such utility elements shall be concealed by screening.

Antennae shall be visually masked to the extent practicable and consistent with appropriate electromagnetic considerations.

Penthouses and mechanical equipment screen walls shall be of a design and materials similar to and compatible with those of the Building.

Underground utility lines throughout Pellissippi Place Science & Technology Center shall be used, unless exception is made by the Operating Committee. No transformer, electric, gas or other meter of any type or other apparatus shall be located on any power pole or hung on the outside of any Building, but same may be

placed on or below the soil surface, and where so placed, shall be adequately screened from view.

Large items such as communication equipment, air conditioning, ventilating or other mechanical equipment shall be screened or enclosed in such manner as to mask such equipment. If this is impossible or impractical, such elements shall be organized in an orderly manner in accordance with written approval of the Operating Committee. Projections shall be compatible with the Building.

- o) Pollutants - No noxious or offensive trades, services, or activities shall be conducted on the premises, nor shall anything be done thereon which may be or become an annoyance or nuisance to the Park Owner or Lot Owners and Occupants by reason of unsightliness or excessive emission of air pollution, odors, glare, vibration, gases, radiation, water pollution wastes, and noise.
- p) Exterior Lighting - All exterior lighting shall be designed, erected, altered and maintained in accordance with plans and specifications submitted in writing to and approved by the Operating Committee to the end that lighting shall be compatible and harmonious throughout the Pellissippi Place Research & Technology Center.
- q) Each Lot Owner and Occupant shall be entitled to file complaint with the Operating Committee alleging a violation of this Section. The Committee shall designate one (1) of its members or an agent who shall be readily available to investigate any complaints filed. If such member or agent shall conclude that any complaint filed has merit, the alleged violator shall be promptly notified in writing of the complaint, and, upon receipt of the written notice of the complaint, the alleged violator shall have two (2) business days within which to begin, in good faith, to cure the violation or within which to file an appeal before the Committee. If the alleged violator does not begin in good faith to cure the violation or file an appeal within the two (2) days provided, the Committee member or agent, as the case may be, may cause the violation to be cured at the expense of the Lot Owner or Occupant deemed to be in violation. If the alleged violator appeals to the Committee, the Committee shall hear the appeal within seven (7) days. If at least three (3) members of the Committee uphold the findings of the individual member or agent, the Committee may cause the violation to be cured at the expense of the Lot Owner or Occupant in violation, if the violator has not cured such violation within a reasonable time as determined by the Committee. By purchasing or leasing property subject to this Declaration, each Lot Owner or Occupant binds itself, its successors, and assigns to pay to the Committee the actual cost to cure any violation hereunder together with liquidated damages of ten (10%) percent of such cost, which damages are, when collected, to be allocated by the Committee toward defraying the cost of enforcing this provision.

VII. EXTENSION OF DECLARATION TO ADJOINING REAL PROPERTY

Any Declarant who owns real property contiguous to Pellissippi Place (whether or not such properties are separated by any street, roadway, right-of-way, easement or Common Area) may at any time during the pendency of this Declaration add all or a portion of such real property to that which is subject to this Declaration. Any Declarant who wishes to extend this Declaration to adjoining real property shall file a record of notice that such additional real property is made subject to this Declaration. Upon such recordation in Blount County, Tennessee, this Declaration shall run with the land already subject hereto and with the additional real property as if this Declaration had always applied to all of the additional real property from the inception hereof, and shall inure to the benefit of, and be binding upon, the Owners of all such property, the Declarants, and any other having an interest therein, as Occupants or otherwise, their respective heirs, successors and assigns. At the time such property is made subject to this declaration it must be in complete conformance with all design standards contained herein.

VIII. CONFLICTS

Zoning restrictions and regulations, applicable building and inspection codes and regulations, and any other governmental restrictions and requirements shall be observed. In the event of any conflict between this Declaration and any such governmental codes, regulations, restrictions, and requirements, the provisions which require more restrictive standards shall apply.

IX. EASEMENTS

Easements for the installation and maintenance of underground utilities, supply and transmission lines, and drainage facilities are reserved by Park Owner through all of Pellissippi Place, excepting only areas within Building Sites on which Buildings are located or areas within Building Sites for which plans and specifications for any Building have been approved by the Operating Committee.

Such easements shall include the right of ingress and egress, provided that any damage to property or improvements thereon resulting from the installation, maintenance of repair of any underground utilities, supply and transmission lines or drainage facilities shall be repaired or replaced at the expense of the Park Owner or the authority which directed the activities causing the damage.

X. DURATION, MODIFICATION AND TERMINATION

The conditions, covenants, restrictions, easements, and reservations set forth in this Declaration as herein stated, or as amended as hereinafter provided, shall run with and bind the land within the Pellissippi Place Science & Technology Center, as well as any adjoining real property to which this Declaration is extended in accordance with Section VII hereof and shall be and remain in effect, and unless sooner amended or terminated as hereinafter provided, shall inure to the benefit of and be enforceable by the Declarant, the Association, or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, and successors and assigns for a term of twenty (20) years from the date this Declaration is

recorded, after which time said declaration shall be automatically extended for successive periods of ten (10) years, except that any easement created hereby shall exist to the extent permitted by law.

This Declaration may be amended from time to time or terminated by an instrument in writing, properly executed, acknowledged and filed with the Blount County **Judge of Probate [is this the right entity?]** in accordance with the following provisions:

- a. If Park Owner is an Owner or Occupant of fifty (50%) percent or more of the total acreage of Pellissippi Place Research & Technology Center, exclusive of acreage contained in public roads or Common Areas, Park Owner shall have the right to amend or terminate this Declaration.
- b. If Park Owner is an Owner or Occupant of less than fifty (50%) percent of the total acreage of Pellissippi Place Research & Technology Center, exclusive of acreage contained in public roads, or Common Areas, this Declaration may be amended or terminated by Park Owner and the Owners of fifty (50%) percent of the remaining acreage of the Pellissippi Place Research & Technology Center, exclusive of acreage in public roads or Common Areas.
- c. If Park Owner is neither an Owner nor an Occupant of any acreage in the Pellissippi Place Research & Technology Center, this Declaration may be amended or terminated by the Owners of two-thirds (2/3) of the total acreage of the Pellissippi Place & Technology Center, exclusive of acreage contained in public roads or Common Areas.

Each purchaser or grantee of any interest in any real property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance thereof, thereby agrees that the conditions, covenants, restrictions, easements, and reservations of this Declaration may be amended or terminated as provided above.

XI. ENFORCEMENT

Enforcement of the provisions of this Declaration shall be by any appropriate proceeding at law or in equity against any person, corporation, or other entity violating or attempting to violate said provisions, either to restrain such violation, to enforce personal liability, or to recover damages, or by any appropriate proceeding at law or in equity against the land to enforce any lien or charge arising by virtue hereof. The failure of the Park Owner, the Association, the Operating Committee, or any Lot Owner or Occupant to enforce any of the provisions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter. Every Lot Owner or Occupant shall be obligated to pay the attorney's fees of the party or parties bringing an action against each Lot Owner or Occupant for the enforcement of the provisions of this Declaration, provided such party or parties bringing said action has obtained a judgment in its favor by a court of record, and such judgment has become final. The amount of attorney's fees shall be determined by the court involved in such proceedings.

Any failure or delay on the part of the within Park Owner to object or to bring suit to enjoin any violation of these restrictions shall in no event be deemed a waiver of same.

XII. SEVERABILITY

Invalidation of any one or more of the provisions of this Declaration by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, **Name(s)**, as **Title(s)** of **Jurisdiction(s)**, a **[correct entity]** within the State of Tennessee, have hereunto set their hands and seals as and for the official act of said municipal corporation, in accordance with their duly constituted authority as such **Title(s)**, on this the _____ day of _____, 2008.

Entity

BY: _____
Its **Title**

ATTEST:

Name
Its Title

STATE OF TENNESSEE

COUNTY OF BLOUNT

I the undersigned Notary Public, in and for said County and State, hereby certify that **Name**, whose name as **Title** of the **Entity**, Tennessee, is signed to the foregoing **restrictive** covenants, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Restrictive Covenants, **he** as such officer and with full authority, executed the same voluntarily for and as the act of said **Entity**, Tennessee.

Given under my hand this _____ day of Month, 2008.

Name
NOTARY PUBLIC

I, **Name**, hereby certify that I am the duly elected and qualified **Title** of the **Entity**, that the above is a true and correct copy of the Declaration of Restrictive Covenants to Pellissippi Place Research & Technology Center, and **legal entity** did, pursuant to Resolution No. **XXX** adopted on the ____ day of _____, 2008, authorize and direct the execution and the filing of same

for and on behalf of the **legal entity** for record in the Register's Office of Blount County, Tennessee.

This ___ day of _____, 2008.

	Signature
	Name
	Title
	Legal Entity

"EXHIBIT A"

Insert Legal description of the Pellissippi Place Research & Technology Center property

Research & Technology Center Development Guidelines

Real Estate Sales Contract

STATE OF TENNESSEE)

COUNTY OF BLOUNT

REAL ESTATE SALES CONTRACT

This Real Estate Sales Contract ("Contract") entered into on this the ____ day of _____, 20____, by and between the Industrial Development Board of Blount County, a component of Blount County Government in the State of Tennessee ("Seller") and _____, a [type of entity] organized under the laws of the State of XXXX ("Purchaser").

WITNESSETH:

For and in consideration of the sum of the promises and mutual covenants hereinafter set forth, and for other and valuable consideration hereinafter provided, the parties do hereby agree as follow, to-wit:

I. AGREEMENT TO BUY AND SELL

The Purchaser agrees to buy and the Seller agrees to sell a _____ acre Tract of real property located in Pellissippi Place Research & Technology Center and described in Exhibit "A", attached hereto and incorporated herein by reference, in accordance with the covenants and conditions of this contract.

II. PURCHASE PRICE

In consideration of the Seller's agreement to sell the Tract to Purchaser, Purchaser agrees to pay to Seller the sum of \$_____ per acre, for a total price of \$_____ payable in full on the date of closing as hereinafter defined. If a final survey to be provided by Seller reveals the total acreage is more or less than _____ acres, the Purchase Price shall be adjusted accordingly.

III. CLOSING

Except as otherwise agreed, Closing shall occur upon five (5) days notice by Purchaser to Seller at the Office of the [Attorney] or such other place as agreed upon by the parties. Closing shall occur not more than _____ () days from the date hereof; provided, however, at the election of the Purchaser, Seller shall grant an additional thirty (30) days upon

the payment to Seller, as interest, of three percent (3%) of the unpaid balance of the Purchase Price at least two (2) days prior to the _____ () day following the date hereof.

IV. CONVEYANCE

Seller agrees to convey said property and will furnish to Purchaser a good and merchantable title by a properly executed warranty deed substantially in the form attached hereto as Exhibit "B", free from any and all encumbrances, subject only to easements, restrictions set out in the attached deed, rights-of-way of record, ad valorem taxes due and payable _____, and the Restrictive Covenants of Pellissippi Place Research & Technology Center, as recorded in Deed Book XXX at Page XXX in the Office of the [correct entity] of Blount County. Purchaser understands said restrictions are binding on the property and may be amended from time to time and Purchaser agrees that Purchaser shall comply with said restrictions as amended. If, prior to closing, Purchaser discovers a defect in title to the property, Seller, at Seller's option, shall have a reasonable time (but not in excess of thirty (30) days following the receipt of Purchaser's written notice of its objections) within which to cause the same to be cured. If the defects are not timely cured to Purchaser's satisfaction, (i) Purchaser may waive such defects and proceed to close or (ii) Purchaser may cancel its agreement by notice in writing to Seller, and any money paid to Seller pursuant to this Contract, shall be refunded (including interest payments for extensions); and each of the parties shall be released from further liability to the other. Purchaser shall notify Seller of any defect in writing within ten (10) days following receipt or notice of such title defect.

V. CONSTRUCTION

Purchaser agrees to obtain a building permit, complete all site preparation, and to commence the actual physical construction of the facility thereon, as approved by the Pellissippi Place Operating Committee, within twelve (12) months from the date of the conveyance, and to continue without interruption the construction of the said facility until completed according to approved plans and specifications. In the event Purchaser fails to begin substantial construction within the time described above, then the Seller may, at its option, within three hundred sixty (360) days of Purchaser's failure, repurchase the above described Tract of land for a sum equal to the total purchase price paid by the Purchaser therefor plus the reasonable value of any improvements. Purchaser also understands that there are certain building restrictions in existence with respect to property located within Pellissippi Place Research & Technology Center, and that certain approvals are necessary for the design and construction of any structure(s) on the Tract. Purchaser agrees to comply with any and all rules and regulations with respect to structures on the Tract, as they may be amended from time to time. Purchaser will indemnify and hold harmless Seller from and against any and all liability arising out of the destruction of or damage to property, or injuries or loss to, or death of any person in connection with the development, improvement or construction upon the real property described herein, or any activity or project conducted thereon, other than liability for any loss, damages or injuries that may result from Seller's own intentional, wrongful acts. The provisions of this paragraph shall survive the closing.

VI. DEFAULT

Should Purchaser fail to carry out the terms and conditions of this Contract in accordance with all of its provisions, this Contract shall terminate with no further obligations between the parties, and Seller shall retain any money paid to Seller as liquidated damages. Should Seller fail to carry out this Contract in accordance with all of its provisions, (1) Purchaser shall have the option to demand a refund of any monies or any extension interest Purchaser may have paid or caused to be paid to Seller, together with payment to Purchaser by Seller of any sums expended by Purchaser for title opinions, and upon payment of such sums to Purchaser by Seller, this Contract shall terminate, or (2) Purchaser may, without demanding a return of any money, proceed with a suit for specific performance of this contract.

VII. ADDITIONAL PROVISIONS

A. Policies and Procedures - Hazardous Materials. Purchaser shall develop and implement policies and procedures for the storage, use, receipt and disposition of any hazardous materials that come onto its premises. Purchaser will not offer or accept, under these policies, hazardous materials for transportation in commerce unless said materials are properly classed, described, packaged, marked, labeled, and in such condition for proper shipment as required under Title 49 Code of Federal Regulations, Parts 171-179 as it may have been or in the future be amended or superseded. The packaging of hazardous materials coming into or going out of its facilities shall be maintained in compliance with the regulations specified for each specific mode of transportation. This includes the proper handling and transport of all materials via air, highway, rail, or water.

Materials handling, as part of all research, laboratory or manufacturing operations, will be conducted within the confines of the building. This will include the inspection of product, material packing/unpacking, and all functions requiring product or by-product preparation for transportation.

In the event by-product material removal becomes necessary, procedures will be placed into effect to ensure proper removal. Prior to the transport of materials, complete material evaluation will be conducted to ensure proper compliance with all applicable transportation requirements. All options will be evaluated for the beneficial reclamation or recycling of by-product material.

Purchaser insures that its intrastate, interstate, and internal operations will be in compliance with all applicable requirements, and that it will fully comply with all federal, state, and local laws, regulations or ordinances regarding environmental, safety, industrial hygiene, and/or hazardous material requirements.

VIII. ENTIRE AGREEMENT

This contract, with Exhibits A and B attached hereto, and the restrictions and covenants of as herein referenced, constitute the entire agreement between the parties. All statements, representations covenants heretofore made and any other agreements not incorporated herein are void and of no force and effect.

IN WITNESS WHEREOF, the parties have entered their hands and seals and attest to the same with the signature of the Mayor being the official act of said municipality in accordance with his duly constituted authority.

OWNER
Industrial Development Board of Blount County, Tennessee

BY: _____
Its Title

ATTEST:

Witness Position

PURCHASER
A [legal type of purchaser] in the State of [State Name]

BY: _____
Its Title

WITNESS:

STATE OF TENNESSEE
COUNTY OF BLOUNT

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that [Name], whose name as _____ (Title) of the Industrial Development Board of Blount County, is signed to the foregoing Contract, and who is known to me, acknowledged before me this date that, being informed of the contents of same, he as _____ (Title) and with full authority, executed the same voluntarily for and as the act of said Industrial Development Board of Blount County, on the day the same bears date.

Given under my hand and seal this ____ day of _____, 20__.

NOTARY PUBLIC

My commission expires: _____

STATE OF TENNESSEE
COUNTY OF BLOUNT

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that [Name], whose name as Title of [Purchaser], a [legal type of Purchaser] in the State of _____, is signed to the foregoing Contract, and who is known to me, acknowledged before me this date that, being informed of the contents of same, he as Title and with full authority, executed the same voluntarily for and as the act of said [legal type of Purchaser], on the day the same bears date.

Given under my hand and seal this ____ day of _____, 20__.

NOTARY PUBLIC

My commission expires: _____

STATE OF TENNESSEE
COUNTY OF BLOUNT

EXHIBIT "A"

Subject Property described as: Pellissippi Place Research & Technology Center, as shown by plat thereof recorded in the Register of Deed's Office of Blount County, Tennessee, in Plat Book _____, at Page _____. Said property consists of _____ acres, more or less.

EXHIBIT "B"

Insert Sample Warranty Deed

Research & Technology Center Development Guidelines

Real Estate Option Agreement

Option Agreement between Industrial Development Board of Blount County and
_____.

STATE OF TENNESSEE

COUNTY OF BLOUNT

THIS OPTION AGREEMENT made and entered into as of the ___ day of _____, 20___, by and between Industrial Development Board of Blount County, a component of Blount County Government within the State of Tennessee ("Seller"); and _____, a [legal type] within the State of XXX ("Purchaser").

WITNESSETH

For and in consideration of ten percent of the agreed purchase price, viz. \$_____, and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, Seller does hereby grant unto Purchaser the option to purchase the following described real property in the Pellissippi Place Science and Technology Center in the City of Alcoa, County of Blount, State of Tennessee ("Property"), as described in Exhibit "A" attached and incorporated herein by reference.

1. Option to Purchase. Seller hereby grants to Purchaser the exclusive right and option to purchase the property subject to the terms and conditions hereinafter set forth.
2. Purchase Price. The purchase price shall be \$_____ per acre, the exact amount to be determined from a boundary survey of the Property prepared by a registered engineer or a land surveyor which shall state the acreage of the property rounded to the nearest one hundredth of an acre. The purchase price so calculated shall be paid in full at closing.
3. Term. The aforesaid option is effective as of the date of this agreement and shall remain in effect for a period of XXXXX (XX) days.
4. Exercise of Option. This Option may be exercised by the giving of written notice to Seller, by Purchaser or its agent, that Purchaser intends to purchase the Property. Said notice may be personally delivered or mailed to Seller by U.S. Certified mail, return receipt requested. Upon the exercise of this option, this document shall constitute a firm and enforceable contract, of sale and purchase, between the parties. Such notice may be given at any time during the term of this option.
5. Closing. Upon the timely and proper exercise of this option, the purchase and sale of the Property shall be closed on or before the forty-fifth (45th) day next following the date of

Purchaser's notice that it is exercising the option, or the date on which Seller shall deliver to Purchaser the recorded plat as approved by the Alcoa Planning Commission, whichever shall last occur.

6. Conveyance. Seller agrees to convey Property to Purchaser, and will furnish to Purchaser a good and merchantable title thereto by a properly executed warranty deed, from any and all encumbrances, subject only to easements, rights-of-way of record, restrictions as hereinafter set forth, and ad valorem taxes due and payable _____, 20__.
7. Possession. Possession shall be given upon delivery of the deed; provided however, Purchaser shall have the right to enter upon the Property upon its execution and delivery of this Agreement for the purposes of inspection, conducting soil tests, or similar purposes.
8. Restrictions. The Purchaser hereby acknowledges and agrees that the use of the above stated real property shall be subject to the Restrictive Covenants to Pellissippi Place Science and Technology Center, as recorded in Deed Book XXX, p. XXX, in the Office of the Register of Deeds of Blount County, Tennessee
9. Broker. The Seller and Purchaser each represent and warrant to the other that there is no broker or real estate agent involved in this transaction and that no commission is due to any such part. The Seller and the Purchaser each indemnify and save harmless the other party from the payment of any such commission. [Do you want this clause?]
10. Failure to Exercise Option. In the event that Purchaser shall fail to exercise this Option, the Option Monies shall be retained by Seller in full and total compensation for the Option rights herein granted. However, if the total acreage available for sale is determined by survey to be more than 1/2 acre less than the estimated acreage shown in Exhibit "A", Purchaser shall have the right to revoke this Agreement and his Option Monies shall be refunded in full.
11. Construction of the Agreement. The Agreement is to be construed controlled and enforced, governed and interpreted by the laws of the State of Tennessee.
12. Amendments. Seller and Purchaser agree, intend and understand that neither this Agreement nor any provision or term hereof, shall be amended, changed or modified in any respect, without the parties hereto first executing an instrument in writing, in equal dignity to this Agreement, embodying their complete and full agreement and understanding as to such an amendment, change, or modification.
13. Binding Effect. This Agreement, with Exhibit "A" attached hereto, constitutes the entire agreement between the parties. All statements, representations, and covenants heretofore made and any other agreements not incorporated herein are void and of no force and effect; and this Agreement is binding upon the parties hereto, their successors and assigns, and insures to the benefit of said parties, their successors and assigns.
14. Notices. Whenever any notice, request, demand or similar communication (a "Notice") is required or permitted to be given under this Agreement, then the Notice shall be given in writing and shall be deemed to have been served and given if (i) delivered in person to the address set forth below for the party to whom the notice is given; (ii) placed in the United

States mail, postage prepaid, certified mail, return receipt requested and addressed to such party at the address hereinafter specified (and Notice in such fashion shall be effective on the third business day after same has been mailed as described herein); (iii) sent by facsimile transmittal, with verbal confirmation made of the receipt thereof (such Notice to be effective on such confirmation); or (iv) sent by Federal Express or similar overnight courier service, prepaid and addressed to such party at the address hereinafter specified for next business day delivery (and such Notice shall be deemed given when delivered to the appropriate address).

IN WITNESS WHEREOF, the parties have entered their hands and seals and attest to the same with the signature of the Mayor being the official act of said municipality in accordance with her duly constituted authority.

SELLER:

Industrial Development Board
of Blount County

201 South Washington Street,
Maryville, Tennessee 37804

BY: _____
Name, Its Title

ATTEST:

Witness Name
Its Title

PURCHASER:

PURCHASER NAME
Address
City, State Zip code

BY: _____
Name, Its Title

EXHIBIT "A"

Subject Property described as: Pellissippi Place Research & Technology Center, as shown by plat thereof recorded in the Register's Office of Blount County, Tennessee, in Plat Book_____, at Page _____. Said property consists of _____ acres, more or less.