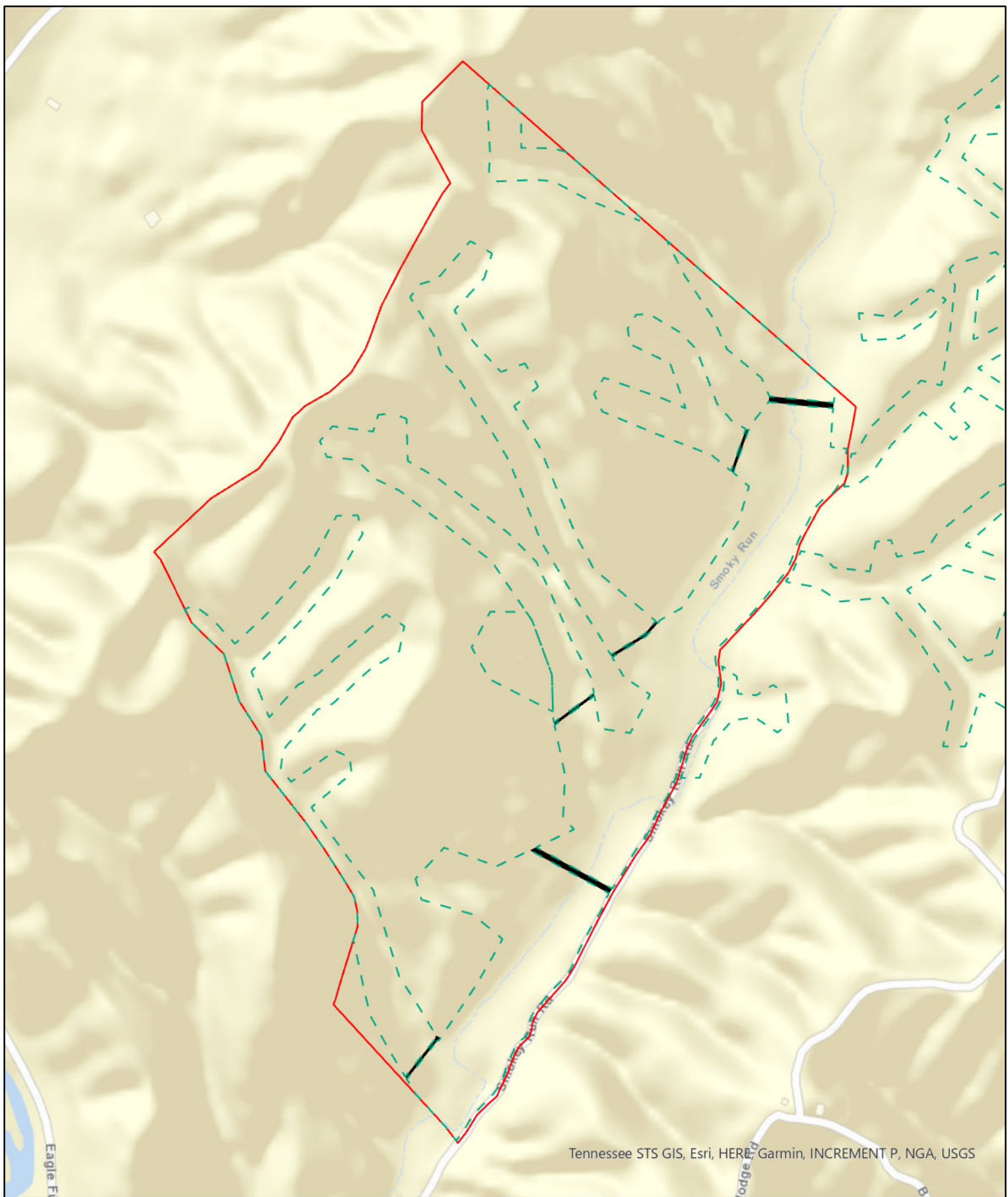


The portions of the Property more particularly set forth on Exhibit "B" attached hereto and made a part hereof (the "Access Areas") are hereby subject to the following restrictions:

Grantee, and its successors and assigns, shall not construct, erect, install, place, or permit the construction, erection, installation, or placement of any structure, building, improvement, fence, wall, sign, utility facility, or other permanent or temporary fixture (collectively, "Improvements") within the area of the Access Areas without the prior written consent of Grantor, which written consent shall be at the sole discretion of Grantor.

If Grantee, or its successors and assigns, seeks to construct Improvements within the Access Areas, Grantee shall submit a written request for consent to Grantor which shall include: a detailed description of the proposed Improvements, including dimensions, materials, and purpose; site plans, drawings, or surveys showing the location of the proposed Improvements within the Access Areas; the anticipated construction schedule and duration; and any other information reasonably requested by Grantor to evaluate the impact of the proposed Improvements on the Access Areas. Grantor shall have thirty (30) days from receipt of a complete request to grant or deny consent in writing. Grantor's consent may be granted or withheld in Grantor's sole and absolute discretion. If Grantor fails to respond within such thirty (30) day period, such failure shall not be deemed consent, and the request shall be deemed denied. Grantor may condition consent upon such terms and conditions as Grantor deems appropriate, including but not limited to: modification of the design, location, or materials of the proposed Improvements; requirements for insurance, indemnification, or bonding; time limitations on construction or use; requirements for removal or relocation of Improvements at the end of a specified period or upon termination of that certain Conservation Easement Deed by and between Mitigate Tennessee, LLC and North American Land Trust dated December 14, 2022 and recorded Book 1904, Page 496 in the Register's Office of Roane County, Tennessee (the "Conservation Easement"); and payment of reasonable fees for Grantor's review and inspection costs. Grantor may revoke consent if construction has not commenced within six (6) months of the date consent is granted, or if the Grantee or its successors and assigns fail to comply with any conditions imposed by Grantor. Any Improvements constructed within the Access Areas without Grantor's prior written consent, or in violation of the terms and conditions of any consent granted, shall constitute a breach of this restriction and may be removed by Grantor at the sole cost and expense of the party responsible for such construction. The parties acknowledge that a breach of this restriction would cause irreparable harm to Grantor for which monetary damages would be an inadequate remedy. Accordingly, Grantor shall be entitled to seek injunctive or other equitable relief to enforce this restriction, without the necessity of posting bond, in addition to any other remedies available at law or in equity. In the event of a breach, Grantor may, at its option and in addition to all other remedies: remove or cause the removal of any Improvements constructed in violation of this restriction and restore the Access Areas to their condition prior to the construction of such Improvements. This restriction shall constitute a covenant running with the land and shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective heirs, successors, and assigns. This restriction shall be deemed to burden the property benefited by the Conservation Easement and to benefit the property owned by Grantor over which the Conservation Easement is granted. This restriction shall remain in effect until such

time as Mitigate Tennessee, LLC is no longer acting as the active bank sponsor pursuant to the Conservation Easement, at which time this restriction shall terminate automatically and be of no further force and effect; and, upon written request, Mitigate Tennessee, LLC agrees to execute and record in the Register's Office of Roane County, Tennessee a termination of the restrictions set forth herein.



Tennessee STS GIS, Esri, HERE, Garmin, INCREMENT P, NGA, USGS



Legend

-  Deed Restriction Area
-  Property Boundary

Smoky Run Exhibit B Deed Restriction Map

 Feet
0 300 600 900 1,200

