SUMNER COUNTY COMMISSION

355 N. Belvedere Drive
Gallatin, Tennessee 37066-5410

General Operations Committee:
Ben Harris, Chairman
J. Wes Wynne, Vice Chairman
Mary Genung
Tim Jones
David Klein
Darrell Rogers
Don Schmit

Commissioners

Terry Moss- 1

Terry Wright- 2

Mark Harrison- 3

Dillon Lamberth- 4

Darrell Rogers- 5

David Klein- 6

Danny Sullivan- 7

Baker Ring- 8

Mary Genung- 9

Benjamin A. Harris- 10

Kevin Pomeroy- 11

Deborah Holmes- 12

Terri Boyt- 13

Jamie Teachenor- 14

J. Wes Wynne- 15

Jeremy Mansfield- 16

Robert B Brown III- 17

Don Schmit- 18

Shannon Burgdorf- 19

Merrol Hyde- 20

Jerry F. Becker- 21

Matthew Shoaf- 22

Tim Jones- 23

Chrissi S. Miller- 24

AGENDA
GENERAL OPERATIONS COMMITTEE
May 4, 2026
6:00 P.M.
Ben Harris, Chairman

1. **Call to Order**
2. **Invocation**
3. **Approval of Agenda**
4. **Approval of the Minutes**
   a. **April 6, 2026 (Pages 2-6)**
   b. **April 16, 2026 (Pages 7-8) Joint Meeting of General Operations and Latimer Brown House Ad-hoc Committee**
5. **Recognition of the Public****
6. **Report of the Chairman**
7. **Report of Finance Director**
   a. Capital Projects and ARPA Projects Update
8. **Report of the County Mayor**
   a. Millersville EMS Station Reconfiguration
   b. Cottontown Flood Mitigation Plan Implementation
9. **Old Business**
10. **New Business**
    a. Health Department Surplus **(Pages 9)**
    b. Brown House Ad-hoc Committee Report
    c. Old Courthouse Ad-hoc Committee Report
    d. TRC building 1005 Union School Road
    e. Emergency Communications Tower Lease **(Pages 10-20)**
11. **Adjournment**

**** Persons wishing to speak on agenda items shall sign up for public comment on the sheet provided at the meeting immediately prior to commencement of the meeting.**

MINUTES
GENERAL OPERATIONS COMMITTEE
BEN HARRIS, CHAIRMAN
APRIL 6, 2026

Present:
Ben Harris, Chairman
J. Wes Wynne, Vice-Chairman
Dr. Mary Genung
David Klein
Tim Jones
Darrell Rogers
Don Schmit

Also Present:
John Isbell, County Mayor
Eric Sitler, Law Director
Jerry Becker, Commission Chairman
Scott Shamrock, Projects and Grant Specialist
Jennifer Mitchell, minute taker

Chairman Harris brought the regular scheduled meeting of the General Operations Committee to order with an invocation by Comm. Wynne on Monday, April 6, 2026, at 6:00 p.m. in the Sumner County Administration Building. Chairman Harris declared a quorum present to conduct business.

3. Approval of Agenda.

Comm. Genung moved, seconded by Comm. Jones, to approve the agenda. The motion carried unanimously.

4. Approval of the Minutes.

a. March 2, 2026

Comm. Klein moved, seconded by Comm. Rogers, to approve the minutes from March 2, 2026. The motion carried unanimously.

b. March 19, 2026

Comm. Genung moved, seconded by Comm. Rogers, to approve the minutes from March 19, 2026. The motion carried (4-0-3), Comm. Rogers, Schmit and Wynne abstained from the vote because they were not present at the meeting.

5. Recognition of the Public.

None

6. Report of Chairman.

No report.

7. Report of Finance Director.

a. Capital Projects and ARPA Projects Update

Scott Shamrock, Projects and Grant Specialist, reported on current projects. Handout with updates attached.

8. Report of the County Mayor

a. Millersville EMS Station Reconfiguration.

County Mayor John Isbell reported framing is complete with electrical 90% complete, waiting on confirmation of sprinkler system revisions from the state, installing egress doors, fan system has not arrived and state to do electrical and framing inspection so drywall can start.

b. Cottontown Flood Mitigation Plan Implementation.

Mr. Isbell stated the closing paperwork almost complete; property will remain green space. He also confirmed the Draper House property will be cleaned up at the same time.

9. Old Business.

None

10. New Business.

a. Procedure of Commission photos.

Mr. Isbell reported the printing and mounting is being completed, new and old pictures should be hung in the next week or so.

During discussion, Comm. Wynne moved, seconded by Comm. Schmit, to develop a policy for commissioner pictures.

Comm. Wynne moved, seconded by Comm. Genung, to amend to recommend the Legislative Committee create a policy to manage pictures.

Comm. Jones moved, seconded by Comm. Genung, to amend to send to the Legislative Committee with the direction to move commissioner pictures to the rotunda and add names to anyone who has served. The motion carried unanimously.

b.
c. IT Surplus Inventory.

Comm. Rogers moved, seconded by Comm. Schmit, to approve. The motion carried unanimously.

11. Adjournment. Upon motion of Comm. Rogers and seconded by Comm. Klein, the Committee adjourned at 6:20 p.m.

Prepared by Jennifer Mitchell

SUMNER COUNTY GOVERNMENT
FINANCE DEPARTMENT
355 North Belvedere Drive – Room 302
Gallatin, Tennessee 37066
615.451.6033

Master Projects List

Project Name	Assigned	Funding Source	Original Budget	Budget Amendments	Total Budget	Expenditures	% of Budget Expended	Estimated Completion Date	Status
Westmoreland EMS	Scott	ARPA/Capital	$ 3,738,150.60	$ 77,634.55	$ 3,815,785.15	$ 939,991.84	25%	6/22/2026	Wall construction in-progress
Hendersonville Health Department	Scott	ARPA/Grant	$ 2,270,250.00	$ -	$ 2,270,250.00	$ 1,660,623.85	73%	6/30/2026	Painting of walls; retaining wall completed.
Courtroom 5C	Scott	Capital	$ 609,685.13	$ -	$ 609,685.13	$ 317,171.28	39%	5/8/2026	waiting on the electric to finish, to obtain all inspections to close the ceiling. Then begin flooring and millwork.
Recovery Court	Scott	Opioid	$ 575,840.00	$ -	$ 575,840.00	$ 52,000.00	9%	9/28/2026	Working on the Contract with MDI
Sheriff Remodel	Scott	Capital	$ 320,000.00	$ -	$ 320,000.00	$ 169,600.00	53%	TBD	Updating models and plans. Work will stop after plans are finalized and approved. Will wait to continue until construction budget is approved
Brown House	Scott	Bequest	$ 587,611.95	$ -	$ 587,611.95	$ 7,610.00	1%	TBD	Second onsite meeting with Commissioner Klein on 4/10 (Bridal & Brown House). Joint meeting on 4/15
Portland SWIG (3 projects)	Dustin	ARPA	$ 7,214,160.50	$ -	$ 7,214,160.50	$ 6,708,314.77	93%	2/1/2026	Working on Close out awaiting final invoices
Westmoreland SWIG (4 projects)	Dustin	ARPA	$ 2,417,682.50	$ -	$ 2,417,682.50	$ 1,440,771.00	60%	3/30/2026	Lake Westmoreland Rd complete; Bishop Trout complete; Bill Henson Complete; Dewey Carr to finish in the next 2 weeks
Gallatin SWIG	Dustin	ARPA	$ 9,000,000.00	$ -	$ 9,000,000.00	$ 9,000,000.00	100%	1/15/2026	Prepaid; passed all audit inspections
SR258/Drakes Creek	Planning	Capital	$ 607,021.00	$ 381,725.00	$ 988,746.00	$ 293,057.24	30%	7/21/2027	Acquisition of right-of-way phase.
Rolling Hills Sidewalk	Planning	Capital	$ 92,800.00	$ -	$ 92,800.00	$ 36,054.89	39%	5/11/2027	In the Design Phase
Bridal House	Scott	Capital	$ 18,000.00	$ -	$ 18,000.00	$ -	0%	3/1/2025	Friends of the Bridal House have secured a grant to repair the Chinking
The Hollows Drainage Project Phase 1	Planning	ARPA/Capital	$ 748,878.00	$ -	$ 748,878.00	$ 661,615.00	88%	3/30/2026	Phase 1 near completion
Millersville Stormwater	Dustin	ARPA	$ 521,000.00	$ -	$ 521,000.00	$ 521,000.00	100%	10/31/2026	Prepaid; passed all audit inspections
ECD Broadband	Dustin	Grant	$ 100,000.00	$ -	$ 100,000.00	$ 88,359.78	88%	10/31/2026	Distributed laptops to Portland for their class, Gallatin next week. Westmoreland in 3 weeks

Project Name	Assigned	Funding Source	Original Budget	Budget Amendments	Total Budget	Expenditures	% of Budget Expended	Estimated Completion Date	Status
The Hollows Drainage Project Phase 2	Planning	ARPA/Capital	$ 971,255.00	$ -	$ 071,255.00	$ 494,435.00	51%	6/30/2026	work continues on pipe installation and utility relocation.

MINUTES
SPECIAL CALLED
GENERAL OPERATIONS COMMITTEE AND
LATIMER/BROWN HOUSE AD HOC
BEN HARRIS, CHAIRMAN
APRIL 16, 2026

General Operations:
Ben Harris, Chairman
Dr. Mary Genung
Tim Jones
David Klein
Don Schmit
Absent:
J. Wes Wynne, Vice-Chairman
Darrell Rogers

Latimer/Brown House Ad Hoc:
Jeremy Mansfield, Chairman
Jim Latimer
Mike McClard
Steven King
David Klein
Tim Jones
Chrissi Miller
Absent:
Scott Langford, Director of Schools
Kathy Stuart
J. Wes Wynne
John Isbell, County mayor

Brown House Ad Hoc Chairman Mansfield brought the special called meeting of the General Operations Committee and Latimer/Brown House ad hoc to order with an invocation by Comm. Klein on Thursday, April 16, 2026, at 5:18 p.m. in the Sumner County Administration Building. Chairman Mansfield declared a quorum present to conduct business.

3. Approval of Agenda.

Without objection, Chairman Mansfield added actions to be taken for RFP as item 6b.

Comm. Miller moved, seconded by Comm. Schmit, to approve the agenda as amended. The motion carried unanimously.

4. Recognition of the Public.

None

5. Report of Chairman.

General Operations Chairman Harris arrived and had no report.

6. New Business.

a. Brown House Ad-hoc Report.

Brown House ad hoc Chairman Mansfield turned the meeting over to Comm. Klein who reported about the onsite visit at the Brown House. He stated the need for an RFP for the driveway, brick removal and to stabilize the back of the structure.

Blake Daniels partner at Daniels Chandler Architect started his presentation with the recommendation to peel everything back inside during the first phase and second phase would be to get it dried in with a roof and stabilized.

Comm. Mansfield moved, seconded by Comm. Jones, to suspend the rules to allow Chris Coker to participate in conversation. The motion carried unanimously.

Meeting brought back in session.

General Operations Chairman Harris called for a vote from the General Operations Committee after Comm. Genung moved, seconded by Comm. Klein, to approve to move forward with the inside demolition up to $9,999.99.

Comm. Jones moved, seconded by Comm. Klein, to amend to include for Chris Coker to do the demolition. The motion carried unanimously.

The General Operations Committee voted unanimously to approve the main motion to move forward as amended.

There was brief discussion with Chris Coker about process and timeline for demolition

7. Adjournment. Upon motion of Comm. Miller and seconded by Comm. Genung, the Committee adjourned at 6:11 p.m.

Prepared by Jennifer Mitchell

GovDeals Auction

Surplus Items - Inventory List

Department/Office: HEALTH
Contact Name: HAL HENDRICKS
Date: 27 FEB

Surplus Location: GALLATIN CLINIC BASEMENT
Phone: 615 206 1112
Email: HAL.HENDRICKS@TN.GOV

Item	Brand/Model	Working Y/N	Serial Number	Description
SHARPS LOCK BOX		Y		4 WALL MOUNT w/ KEYS
CASIO CALCULATOR	DR-210TM	Y		NEEDS INK PAPER
EZ SEAL	PITNEY BOWES	Y	—	9 BOTTLES
OFFICE CHAIRS	MISC STYLES	Y		LEATHER - CLOTHE SOME W/ ROLLERS
BABY SCALE TABLE		Y		SCALE HAS BEEN CALIBRATED STORAGE UNDER TABLE
53 CHAIRS CHAIR CARTS				RED BLUE YELLOW w/ 4 CHAIR CARTS

Return to Steve Weimer Rm. 303 Administration Building
sweimer@sumnercountytn.gov

Transaction # TACN 3027

This Instrument Prepared By:
State of Tennessee Real Estate Asset Management
William R. Snodgrass Tennessee Tower
22nd Floor, 312 Rosa L. Parks Avenue
Nashville, Tennessee 37243-1102

Site Name: Sumner County Resource Authority

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement"), made this _____ day of _____, 2026 (the "Effective Date"), Sumner County, Tennessee (the "LESSOR") and the State of Tennessee (the "LESSEE").

WHEREAS, certain real property located at 164 and 170 Blackey Bandy Road, Bethpage, Sumner County, State of Tennessee being 0.0574 acres, which is part of Tax Map 030, Parcel 68.00 in the Assessor's Office of Sumner County, Tennessee (the "Property"), more specifically described in and substantially shown on Exhibit "A" (attached and incorporated herein to this Agreement), is owned and administered by LESSOR, and;

WHEREAS, the LESSEE has identified the Property as suitable for the installation of facilities, improvements, and equipment associated with the Tennessee Advanced Communications Network ("TACN"), which is a statewide radio system administered by the LESSEE for communication connectivity infrastructure for local, state, and federal first responders, and;

WHEREAS, LESSOR owns and operates its own telecommunications system that is interoperable with TACN and supports its first responders.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **LEASE OF PROPERTY**. LESSOR hereby leases the Property to LESSEE pursuant to the terms and conditions of this Agreement. Additionally, LESSOR hereby grants LESSEE (i) a non-exclusive right-of-way easement for ingress and egress and (ii) a non-exclusive easement for utilities (collectively, the "Easements") on seven (7) days per week, twenty-four (24) hours per day basis, over and across lands of LESSOR in order to access the Property during the term of this Agreement.

2. **TERM AND CONSIDERATION**. This Agreement shall be for an initial term of forty (40) years beginning on the Effective Date. All references herein to the "term of this Agreement" shall include the term as it is extended as provided in this Agreement. Because of the mutual benefits that will accrue as a result of this Agreement, LESSOR's improved public safety communications, LESSEE's use of the Property and LESSEE's commitment to maintain the Property in a good and safe condition, LESSEE shall not be obligated to pay monetary rent to LESSOR. If, at least six (6) months prior to the end of the term, either LESSOR or LESSEE has not given the other written notice of its desire that the term of this Agreement end upon the expiration of the initial or extended term, then upon the expiration of the initial term this Agreement shall continue in full force upon the same covenants, terms, and conditions for a further

term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such annual term.

3. **USE**. LESSEE may use the Property for the purpose of constructing, maintaining and operating one (1) or more communications facilities and uses incidental thereto, which facilities may consist of such buildings as are necessary to house telecommunications equipment, free standing monopoles, guyed or three sided antenna structures of sufficient height, generators and such other facilities as determined by LESSEE, now or in the future to meet LESSEE's telecommunication needs and all necessary appurtenances, and a security fence of chain link or comparable construction that may, at the option of LESSEE, be placed around the perimeter of the Property (collectively, the "Communications Facility"). Any fencing installed by LESSEE must match other site fencing of like color, style, gauge, and electrical grounding, or be otherwise approved in writing by LESSOR. LESSEE shall be allowed to modify, supplement, replace, remove, or relocate any of its antennas, microwaves, or other appurtenances during the term of this Agreement and any extensions thereof. All improvements, modifications, supplements, replacements, removals, or relocation which are necessary for LESSEE's use shall be made at LESSEE's expense and shall be approved by the LESSOR's tower management vendor prior to installation. LESSOR grants LESSEE the right to use such portions of the other real property of LESSOR contiguous to, surrounding, or in the vicinity of the Property ("LESSOR's Surrounding Property") as are reasonably required during construction, installation, maintenance, and operation of the Communications Facility. LESSEE shall have their own lock to access the Property and shall make every effort to notify LESSOR prior to accessing the property. Nothing in this section shall be construed to limit LESSEE's Easements prescribed in Section 1 of this Agreement. LESSEE shall maintain the Property in a reasonable condition and shall be solely responsible for the repair and maintenance of all of LESSEE's improvements on the Property, excluding repair and maintenance due to the willful misconduct or negligence of the LESSOR, its employees, agents or contractors. LESSOR shall not be allowed to use the Property or LESSOR's Surrounding Property in any manner which would cause interference with the operation of LESSEE's Communication Facility. In the event there is interference due to LESSOR's actions or usage, LESSOR shall immediately take all steps necessary to eliminate the interference including, if required, cutting off power to the objectionable equipment. Based on standard and accepted engineering practices, if LESSOR cannot eliminate the interference within sixty (60) days of its inception, LESSOR shall immediately remove the objectionable equipment and/or cease operations.

4. **INTENTIONALLY DELETED.**

5. **UTILITY SERVICES**. LESSOR shall cooperate with LESSEE in LESSEE's effort to obtain utility services by signing such documents or easements as may be required by the utility companies. In the event LESSOR desires to relocate the utilities and utility easement(s), LESSOR will obtain all certificates, permits and other approvals required by the utility company and bear all costs associated with such relocation. LESSOR shall ensure that all activities related to the relocation of such utilities shall not interfere with the construction, maintenance or operation of the Communications Facility.

6. **LOSS AND LIABILITY**. In no event shall LESSEE bear liability for loss, expense, attorneys' fees or claims for injury or damages arising out of acts or omissions in the performance of this Agreement on the part of the LESSOR. Likewise, LESSOR shall bear no liability for loss, expense, attorneys' fees or claims for injury or damages arising out of acts or omissions in the performance of this Agreement on the part of LESSEE. It is the express intention of the parties hereto that neither shall bear liability for injury or loss caused by the other party.

7. **SALE OF PROPERTY**. Should LESSOR, at any time during the initial or any extended term of this Agreement, decide to sell the Property, or all or any part of LESSOR's Surrounding Property, such sale shall be subject to this section and LESSEE's rights hereunder. LESSOR agrees not to sell, lease or use any areas of LESSOR's Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if, such installation, operation or maintenance would interfere with LESSEE's facilities; the existence or the potential for interference shall be determined by performing radio propagation tests. LESSOR hereby agrees to have radio frequency propagation tests performed in order to determine if interference might exist if LESSOR intends to sell, lease or use any areas of LESSOR's Surrounding Property for the installation, operation or maintenance of other wireless communications facilities. If the radio frequency propagation tests demonstrate levels of interference unacceptable to LESSEE, LESSOR shall be prohibited from selling, leasing or using any areas of LESSOR's Surrounding Property. LESSEE shall have a right of first refusal on any sale of the Property. LESSOR shall, in response to receipt of a bona fide offer from a third party to purchase any interest in any part of the Property, and LESSOR desires to sell or otherwise dispose of such interest, LESSOR shall notify LESSEE in writing of the received third party offer, and provide a copy of the offer tendered to LESSEE. LESSEE shall, within 30 days of receipt of the notice of the third party offer, notify LESSOR in writing whether it wishes to exercise its right to purchase such interest at the price and on the terms set forth in the notice. Lessee retains the right to confirm the bona fide nature of the third party offer by appraisal. If LESSEE elects to purchase such interest, LESSOR shall be bound to convey, assign, or otherwise transfer such interest to LESSEE promptly thereafter at such price and on such terms as those contained in the bona fide third party offer. If LESSEE elects not to purchase such interest or fails to give notice of its intention within the 30-day period, LESSOR shall be free to convey, assign, or otherwise transfer such interest to the third party at a price not less than stated in the notice, in compliance with the terms of this paragraph. If LESSOR does not complete the transfer to the third party upon the terms and conditions contained in the offer presented to LESSEE within twenty-four (24) months after receiving notice that LESSEE declines to purchase the interest in the property upon those specific terms and conditions, then the provisions of this Agreement shall again apply. The terms of this Right of First Refusal shall run with the land.

8. **CONDEMNATION**. If the whole of the Property, or such portion thereof as will make the Property unusable for the purposes herein leased, is condemned by any legally constituted public authority, then this Agreement, and the term hereby granted, shall cease from the time when possession thereof is taken by the public authority. Any lesser condemnation shall in no way affect the respective rights and obligations of LESSOR and LESSEE hereunder. Furthermore, if any of the LESSOR's Surrounding Property is condemned such that LESSEE is unable to utilize the Easements, LESSOR shall grant LESSEE easements over such other portions of LESSOR's Surrounding Property as are mutually agreeable to LESSEE to allow LESSEE to obtain access and utility service to the Property.

9. **TITLE**. LESSOR warrants that LESSOR is seized of good and marketable title to the Property and has the full power and authority to enter into and execute this Agreement. LESSOR further warrants that there are no encumbrances on the title to the Property that would prevent LESSEE from using the Property for the uses intended by LESSEE as set forth in this Agreement.

10. **SURVEYS**. LESSOR also hereby grants to LESSEE the right to survey the Property and LESSOR's Surrounding Property, and the legal description of the Property on the survey obtained by LESSEE shall then become Exhibit "B", which shall be attached hereto and made a part hereof, and shall control in the event of discrepancies between it and Exhibit "A". If as a result of any tests or investigations conducted by LESSEE, or if required in connection with obtaining any necessary zoning approvals or other certificates, permits, licenses, or approvals, LESSEE desires to alter or modify the description of the Property in Exhibit "A" (and Exhibit "B" if then applicable) so as to relocate all or any portion of the Property to other portions of LESSOR's Surrounding Property (a "Relocation Site"), LESSEE

shall notify LESSOR of such desire and deliver to LESSOR a copy of the survey and legal description of the portions of the Property and LESSOR's Surrounding Property that LESSEE proposes as a Relocation Site. LESSOR shall have the right to approve any Relocation Site, and LESSOR agrees not to unreasonably withhold its approval, such approval to be based on commercially reasonable standards. LESSOR agrees to review and consider LESSEE's relocation request and any proposed Relocation Site in good faith and to cooperate with LESSEE to attempt, if reasonably possible, to approve the LESSEE's proposed Relocation Site or such other Relocation Site as may be agreed upon by LESSOR and LESSEE as will allow LESSEE to use the same for the use intended by LESSEE for the Property as hereinafter set forth in this Agreement. If LESSOR approves a Relocation Site, then LESSEE shall have the right to substitute the Relocation Site for the Property and to substitute the description of the approved Relocation Site for the description of the Property in Exhibit "A" (and Exhibit "B" if then applicable), and the Property shall thereafter consist of the Relocation Site so approved and substituted. If requested by LESSEE, LESSOR shall execute an amendment to this Agreement to evidence the substitution of the Relocation Site for the Property.

11. **HAZARDOUS MATERIALS**. LESSOR warrants, represents and agrees that neither the LESSOR nor, to the best of LESSOR's knowledge, any third party has used, generated, stored, or disposed of any Hazardous Materials on the Property. ("Hazardous Materials" shall mean petroleum or any petroleum product, asbestos, and any other substance, chemical or waste that is identified as hazardous, toxic, or dangerous in any applicable federal, state, or local law, rule, or regulation.) In the event that Hazardous Materials are found in, on, or under the Property, which occurred prior to the date of this Agreement, LESSOR shall assume the liability and costs for any clean up resulting therefrom. LESSOR shall be responsible for any and all damages, losses, and expenses from any discovery by any persons of such hazardous materials or wastes, generated, stored or disposed of as a result of LESSOR's equipment, LESSOR'S uses of the Property or any of LESSOR's Surrounding Property

12. **OPPORTUNITY TO CURE**. If LESSEE should fail to perform any other of the covenants, terms or conditions of this Agreement prior to exercising any rights or remedies against LESSEE on account thereof, LESSOR shall first provide LESSEE with written notice of the failure and provide LESSEE with a sixty (60) day period to cure such failure. If the failure is not a failure to pay any sum of money hereunder but is not capable of being cured within a sixty (60) day period, LESSEE shall be afforded a reasonable period of time to cure the failure provided that LESSEE promptly commences curing the failure after the notice and prosecutes the cure to completion with due diligence. If LESSOR should fail to perform any other of the covenants, terms or conditions of this Agreement prior to exercising any rights or remedies against LESSOR on account thereof, LESSEE shall first provide LESSOR with written notice and sixty (60) day cure period. If the failure is not capable of being cured within a sixty (60) day period, LESSOR shall be afforded a reasonable period of time to cure the failure provided that LESSOR promptly commences curing the failure after the notice and prosecutes the cure to completion with due diligence. If LESSOR does not commence a cure during such time period or does not diligently prosecute the cure to completion, then LESSEE shall have the right to cure such default and invoice LESSOR for the costs incurred in such cure by LESSEE. Such invoice shall be paid by LESSOR within ten (10) days of receipt. Notwithstanding the foregoing to the contrary, if LESSOR shall fail to comply with its non-interference responsibilities as set forth in Section 3 of this Agreement, and such failure prevents LESSEE from using the Property for LESSEE's intended use, LESSEE shall have the right, but not the obligation, to cure such defaults and demand reimbursement of its expenses therefor.

13. **NOTICES**. Except as otherwise provided herein, any notices or demands which are required by law or under the terms of this Agreement shall be given or made by LESSOR or LESSEE in writing and shall be given by hand delivery, by certified or registered mail, or by a national overnight receipted delivery services which provides signed acknowledgments of receipt (including Federal Express, UPS, and other similar couriers delivery services) and addressed to the respective parties set forth below.

Such notices shall be deemed to have been given in the case of certified or registered mail when deposited in the United States mail with postage prepaid, and in the case of overnight receipted delivery service the day the notice is deposited with the overnight delivery service. Every notice, demand, or request hereunder shall be sent to the addresses listed below:

If to LESSOR:	John C. Isbell, Sumner County Mayor 355 North Belvedere Dr., Room 102 Gallatin, TN 37066
If to LESSEE:	State of Tennessee Department of Safety 312 Rosa L Parks Avenue, 25th Floor Nashville, TN 37243
with a copy to:	State of Tennessee Department of General Services 312 Rosa L Parks Avenue, 22nd Floor Nashville, TN 37243

Rejection or refusal to accept delivery of any notice, or the inability to deliver any notice because of a changed address of which no notice was given, shall be deemed to be receipt of any such notice.

14. **CASUALTY**. If LESSEE's Communications Facility or improvements are damaged or destroyed by fire or other casualty, LESSEE shall not be required to repair or replace the Communications Facility or any of LESSEE's improvements and LESSEE may terminate this Agreement by giving written notice to LESSOR. Termination shall be effective immediately after such notice is given. Upon such termination, this Agreement shall become null and void, and, LESSOR and LESSEE shall have no other further obligations to each other, other than LESSEE's obligation to remove its property as hereinafter provided.

15. **TERMINATION**. (a) Notwithstanding any other termination rights available to the Parties under this Agreement, both Parties, shall have the right to terminate this Agreement with ninety (90) days prior written notice to the other Party. The terminating Party shall execute upon the request of the non-terminating Party a written cancellation of this Agreement upon the terminating Party vacating the Property or upon termination of this Agreement, in recordable form and LESSEE shall have no other further obligations, other than LESSEE's obligation to remove its property as hereinafter provided.

(b) In addition to and not in limitation of any other provisions of this Agreement, LESSEE shall have the right, exercisable by at least ten (10) days prior written notice thereof to LESSOR, to terminate this Agreement if LESSOR shall violate or breach, or shall fail fully and completely to observe, keep, satisfy, perform and comply with, any agreement, term, representation, warranty, covenant, and shall not cure such violation, breach or failure within sixty (60) days after LESSEE gives LESSOR written notice thereof, or, if such failure shall be incapable of cure within sixty (60) days, if LESSOR shall not commence to cure such failure within such sixty (60) day period and continuously prosecute the performance of the same to completion with due diligence.

(c) In addition to and not in limitation of any other provision of this Agreement, LESSOR shall have the right, exercisable by at least ten (10) days prior written notice thereof to LESSEE, to terminate this Agreement if LESSEE shall violate, breach, or shall fail fully and completely to observe, keep, satisfy, perform and comply with, any agreement, term, representation, warranty, covenant, and shall not cure such violation, breach or failure within sixty (60) days after LESSOR gives LESSEE written notice

thereof, or, if such failure shall be incapable of cure within sixty (60) days, if LESSEE shall not commence to cure such failure within such sixty (60) day period and continuously prosecute the performance of the same to completion with due diligence.

16. **REMOVAL OF IMPROVEMENTS**. Title to all improvements constructed or installed by LESSEE on the Property shall remain in LESSEE, and all improvements constructed or installed by LESSEE shall at all times be and remain the property of LESSEE, regardless of whether such improvements are attached or affixed to the Property. Furthermore all improvements constructed or installed by LESSEE shall be removable at the expiration or earlier termination of this Agreement or any renewal or extension thereof. LESSEE, upon termination of this Agreement, shall, within ninety (90) days, remove all improvements, fixtures and personal property constructed or installed on the Property by LESSEE and restore the Property to its original above grade condition, reasonable wear and tear excepted.

17. **MISCELLANEOUS**. This Agreement cannot be modified except by a written modification executed by LESSOR and LESSEE in the same manner as this Agreement is executed. The headings, captions and numbers in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Agreement. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable. This Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE, and no verbal or oral agreements, promises, statements, assertions or representations by LESSOR or LESSEE or any employees, agents, contractors, or other representatives of either, shall be binding upon LESSOR or LESSEE. This Agreement shall be governed and interpreted by, and construed in accordance with, the laws of the State of Tennessee. LESSOR acknowledges that LESSEE is a self-insurer with respect to all or a substantial portion of the risks commonly insured against under standard fire and extended coverage and commercial general liability insurance policies. This Agreement shall extend to and bind the heirs, personal representatives, successors, and assigns of LESSOR and LESSEE and shall constitute covenants running with the land. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute the same agreement.

18. **QUIET ENJOYMENT**. LESSOR covenants that LESSEE, on performing the covenants, terms, and conditions required of LESSEE contained herein, shall peaceably and quietly have, hold, and enjoy the Property and the leasehold estate granted to LESSEE by virtue of this Agreement.

19. **SECURITY INTEREST**. It is the express intent of the parties to this Agreement that LESSOR have no security interest whatsoever in any personal property of LESSEE whatsoever, and, to the extent that any applicable statute, code, or law grants LESSOR such an interest, LESSOR does hereby expressly waive any rights thereto.

20. **SUBLEASES AND COLOCATION AGREEMENTS**. LESSOR shall not permit any other person to use or occupy any portion of the Property without the prior written consent of LESSEE. LESSEE shall not permit any other person to use or occupy any portion of the Communication Facility without the prior written consent of LESSOR.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals.

LESSOR: Sumner County, Tennessee

By: _____
Name: JOHN C. ISBELL
Title: Mayor

LESSEE: State of Tennessee

By: _____
Name: ANDY T. KIDD
Title: Commissioner, Department of General Services

LESSOR ACKNOWLEDGEMENT

STATE OF TENNESSEE
COUNTY OF _____

Before me, _____, Notary Public in and for the County and State aforesaid, personally appeared JOHN C. ISBELL with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the Mayor of Sumner County, Tennessee, the within named LESSOR, and that he as such representative, executed the foregoing instrument for the purposes therein contained and signed the name of Sumner County, Tennessee by himself as Mayor.

Witness my hand and seal, at office in _____, Tennessee, this the ____ day of _____, 2026.

_____
NOTARY PUBLIC
My Commission
Expires: _____

[seal]

LESSEE ACKNOWLEDGEMENT

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, _____, Notary Public in and for the County and State aforesaid, personally appeared ANDY T. KIDD, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be Commissioner, Department of General Services for the State of Tennessee, the within named LESSEE, and that he as such representative, executed the foregoing instrument for the purposes therein contained and signed the name of the State of Tennessee, by himself as Commissioner, Department of General Services

Witness my hand and seal, at office in Nashville, Tennessee, this the ____ day of _____, 2026.

_____
NOTARY PUBLIC
My Commission
Expires: _____

[seal]

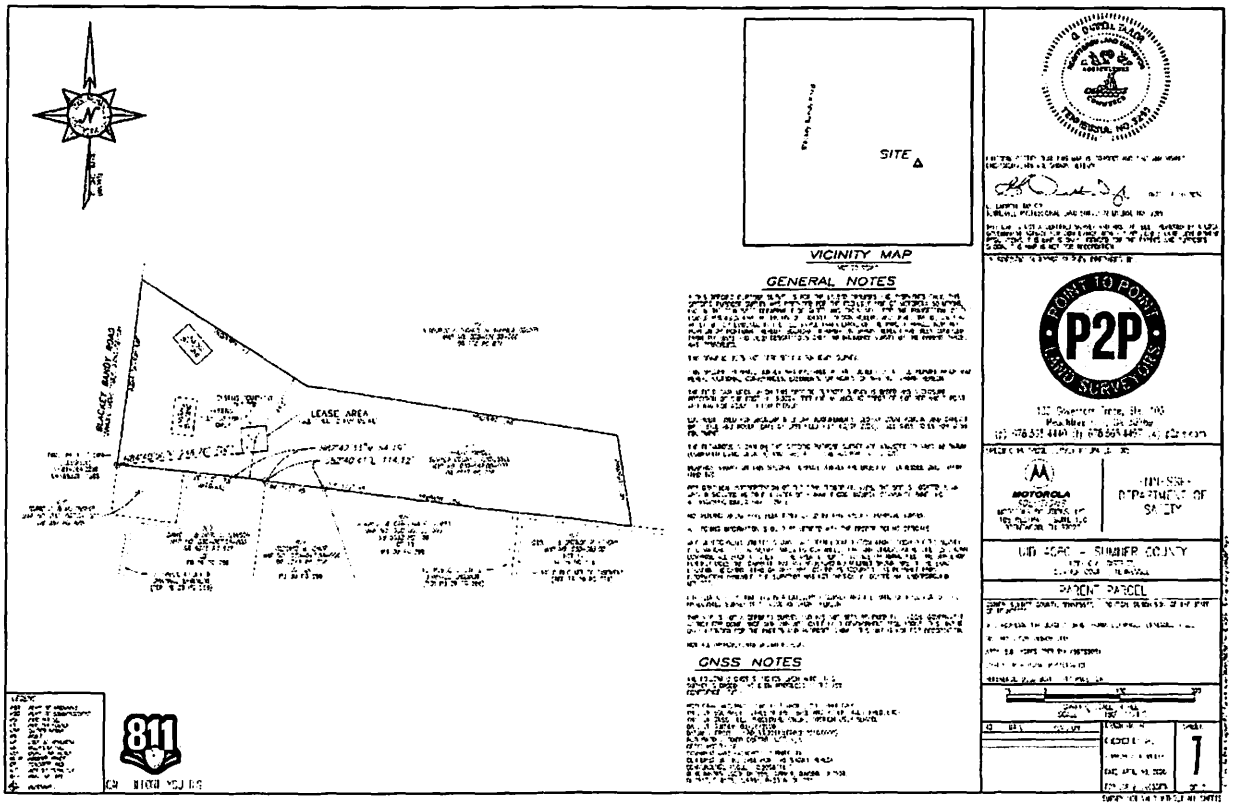
Approved as to form and legality:

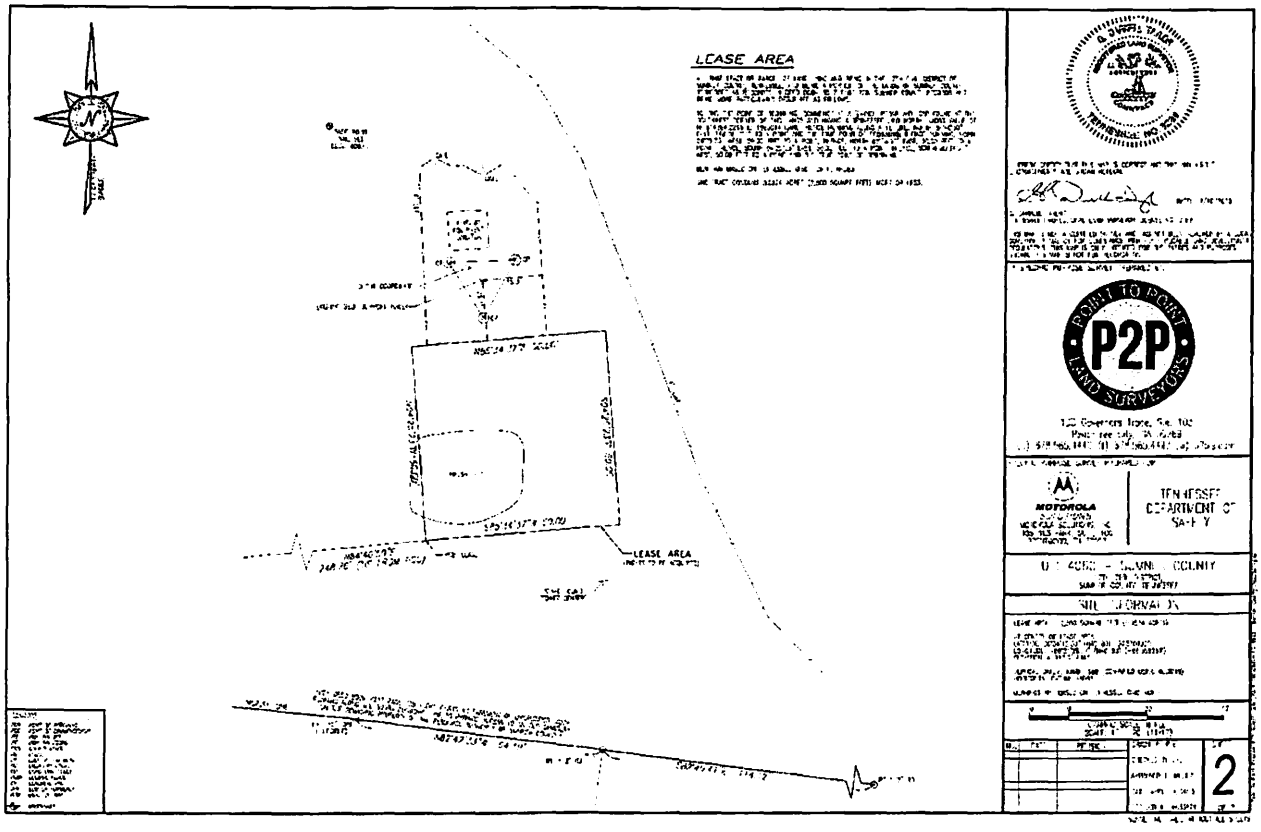
By: _____
Name: JONATHAN SKRMETTI
Title: Attorney General and Reporter

Transaction # TACN 3027

EXHIBIT "A"

THE PROPERTY




LEASE AREA
LEASE AREA
POINT TO POINT
LAND SURVEYORS
P2P
MOTOROLA
TENNESSEE
DEPARTMENT OF
SAFETY
2

LEASE AREA
MOTOROLA SOLUTIONS, INC.
& TENNESSEE DEPT. OF SAFETY
UID 4060 – SUMNER COUNTY

All that tract or parcel of land lying and being in the 17th Civil District of Sumner County, Tennessee, and being a portion of the lands of Sumner County, Tennessee as recorded in Deed Book 6517 Page 728, Sumner County records and being more particularly described as follows:

To find the point of beginning, COMMENCE at a ½-inch rebar with cap found at the southwest corner of said lands and having a Tennessee Grid North, NAD83 value of N: 814364.2296 E: 1863014.1566; thence running along a tie line, North 84°40'50" East, 248.76 feet to a point and the true POINT OF BEGINNING; Thence running, North 04°25'23" West, 50.00 feet to a point; Thence, North 85°34'37" East, 50.00 feet to a point; Thence, South 04°25'23" East, 50.00 feet to a point; Thence, South 85°34'37" West, 50.00 feet to a point and the true POINT OF BEGINNING.

Bearings based on Tennessee Grid North, NAD83.

Said tract contains 0.0574 acres (2,500 square feet), more or less, as shown in a survey prepared for Motorola Solutions, Inc. and the Tennessee Department of Safety by POINT TO POINT LAND SURVEYORS, INC. dated April 2, 2026.

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