SUMNER COUNTY COMMISSION

355 N. Belvedere Drive
Gallatin, Tennessee 37066-5410

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
HEALTH & EMERGENCY SERVICES COMMITTEE
5:00 P.M.
May 4, 2026
Darrell Rogers, Chairman

1. **Call to Order**
2. **Invocation**
3. **Approval of Agenda**
4. **Approval of the Minutes – April 6, 2026 (Pages 2-6)**
5. **Recognition of the Public****
6. **Report of the Chairman**
7. **Report of the County Mayor**
8. **Report of the Sheriff**
9. **Report of the Emergency Management Agency**
10. **Report of EMS**
11. **Report of ECC**
12. **Report of the Volunteer Fire Department Ad-Hoc**
13. **Old Business**
    a. Tower Infrastructure (EMA) **(Pages 7-17)**
14. **New Business**
    a. VFD discussion to create county fire coordinator
15. **Adjournment**

Health & Emergency Services Committee Members:
Darrell Rogers, Chairman
Terry Wright, Vice-Chairman
Ben Harris
Merrol Hyde
David Klein
Don Schmit
Danny Sullivan

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

MINUTES
HEALTH & EMERGENCY SERVICES COMMITTEE
CHAIRMAN, DARRELL ROGERS
APRIL 6, 2026

Present:
Darrell Rogers, Chairman
Ben Harris
Merrol Hyde
David Klein
Don Schmit
Danny Sullivan
Absent:
Terry Wright, Vice-Chairman

Also Present:
John Isbell, County Mayor
Eric Sitler, Law Director
Jerry Becker, Commission Chairman
Jennifer Mitchell, minute taker

Chairman Rogers called the regular meeting of the Health and Emergency Services Committee to order with an invocation by County Mayor John Isbell on Monday, April 6, 2026, at 5:00 p.m. in the Sumner County Administration Building. A quorum was present.

3. Approval of Agenda.

Comm. Sullivan moved, seconded by Comm. Harris, to approve the agenda. The motion carried unanimously.

4. Approval of the Minutes of March 2, 2026.

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

5. Recognition of the Public.

Trae Primrose of 432 Triple Crown Circle, Gallatin spoke to the Sheriff's report and stated he has a petition signed by 553 Sumner County residents urging the dissolution of the 287(g) contract and asking for accountability and transparency regarding the topic.

Jessica Newport of 1008 High Ridge Drive N, Goodlettsville spoke against the 287(g) agreement.

Keith Haas of 111 Saddlewood Drive, Hendersonville spoke against the 287(g) agreement.

Brooklynn White of 933 Sunset Drive, asked for transparency from the Sheriff's Office around the 287(g) contract.

6. Report of the Chairman.

No report.

7. Report of the County Mayor.

No report.

8. Report of the Sheriff.

Not present.

9. Report of Emergency Management Agency.

Not present.

10. Report of EMS.

Not present.

11. Report of the ECC.

Report attached.

12. Volunteer Fire Department Ad-hoc.

Comm. Wynne gave a brief update and stated the ad hoc is working on a job description and qualifications for a fire coordinator position for planning, guidance and administrative support and will present all recommendations to the Committee at one time.

Chairman Rogers asked Comm. Wynne to present the job description proposal to the Committee next month.

There was brief discussion about a state bill moving through that declares them as an essential service.

There was discussion about the February EMS financial reports.

13. Old Business.

14. New Business .

a. Tower Infrastructure (EMA).

County Law Director Eric Sitler explained contract updates are needed.

No action, moved to old business for next month.

Chairman Rogers requested to add the Volunteer Fire Coordinator position to the agenda next month under new business.

15. Adjournment. Chairman Rogers declared the meeting adjourned at 5:31 p.m. upon motion by Comm. Sullivan and duly seconded.

Prepared by Jennifer Mitchell

Sign-In Sheet

COMMITTEE NAME: Health & Emergency Services.

DATE 4-6-2026

Name	Address	Agenda Item to be Discussed
Trae Primrose ✓	432 Triple Crown Circle	Sheriffs Report
Jessica Newsport ✓	1008 N High Ridge Dr	sheriffs report
KEITH HAAS ✓	111 SADDLEWOOD DR	SHERIFFS REPORT (QUESTIONS/INPUT)
BROOKLYNN WHITE	933 Sunset Drive	Sheriffs report

Michael Guthrie
Director

SUMNER COUNTY, TENNESSEE
Emergency Communications Center

Amy Simpson
Deputy Director

ECC Stats Report
March 2026

	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
Gallatin Police	7,170	7,386	7,560										22,116
Gallatin Fire	805	672	697										2,174
Hendersonville Police	5,570	4,879	6,387										16,836
Hendersonville Fire	986	652	740										2,378
Millersville Police	979	1,100	1,343										3,422
Millersville Fire	95	54	66										215
Portland Police	2,944	2,602	2,708										8,254
Portland Fire	218	151	196										565
Westmoreland Police	1,948	1,377	741										4,066
Westmoreland Fire	155	111	96										362
EMA	9	13	13										35
EMS	2,601	2,280	2,293										7,174
Sheriff	4,664	4,037	4,746										13,447
Cottontown VFD	62	29	45										136
Gallatin VFD	89	65	61										215
Highland VFD	139	98	84										321
Number One VFD	39	27	30										96
Oak Grove VFD	102	59	79										240
Shackle Island VFD	128	68	72										268
Southeast VFD	82	77	75										234
White House VFD	93	40	56										189
18th JDDTF	189	106	137										432
TOTAL	29,067	25,883	28,225	-	-	-	-	-	-	-	-	-	83,175

911 All	5,133	3,803	4,343										13,279
10-digit	14,305	11,976	12,961										39,242
Outgoing	7,353	6,466	6,425										20,244
TOTAL	26,791	22,245	23,729	-	-	-	-	-	-	-	-	-	72,765

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: _____

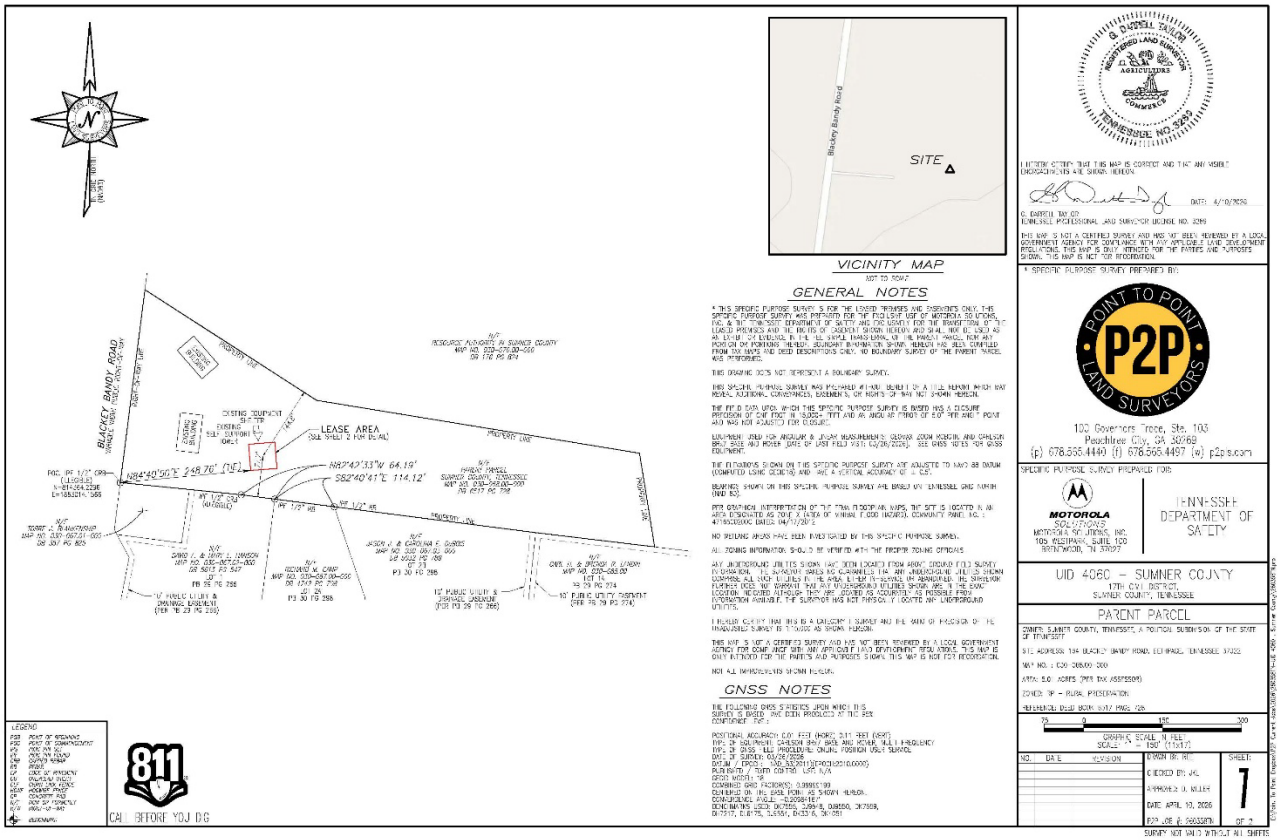
[seal]

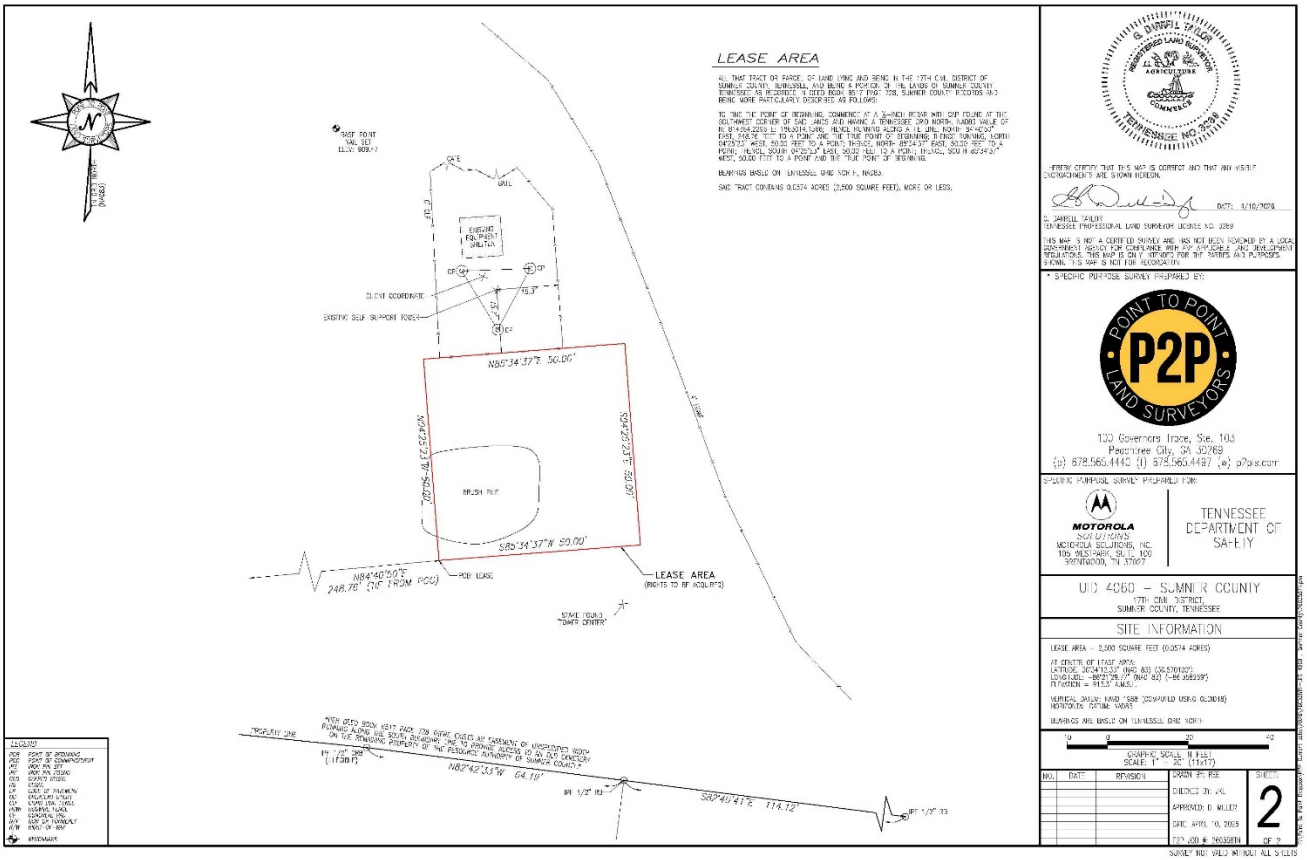
Approved as to form and legality:

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

EXHIBIT “A”

THE PROPERTY




LEASE AREA
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 1817 PAGE 728, SUMNER COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
TO FIND THE POINT OF BEGINNING, COMMENCE AT A 3/4-INCH REBAR WITH CAP FOUND AT THE SOUTHWEST CORNER OF SAID LANDS AND HAVING A TENNESSEE GRID NORTH, NAD83 VALUE OF N 674,254.2293 E: 1,760,674.7290; THENCE RUNNING ALONG A 11 LINE, NORTH 39°40'04" EAST, 248.76' TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE TURNING, 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.
BASE POINT TAG SET ELEV: 909.47
GATE
GRVL
EXISTING EQUIPMENT SHELTER
CP #1
CP #2
15.3'
CLIENT COORDINATE
EXISTING SELF SUPPORT TOWER
N85°34'37"E 50.00'
N04°25'23"W 50.00'
S04°25'23"E 50.00'
S85°34'37"W 50.00'
BRUSH PILE
N84°40'50"E 248.76' (TIC FROM PCO)
POB LEASE
LEASE AREA (RIGHTS TO BE ACQUIRED)
STAKE FOUND "OWR CENTER"
PROPERTY LINE
"DEED BOOK 1817 PAGE 728 RIGHT, EXCEPT AN EASEMENT OR UNDEFINED WIDTH RUNNING ALONG THE SOUTH BOUNDARY LINE TO PROVIDE ACCESS TO AN OLD CEMETERY ON THE REMAINING PROPERTY OF THE PERSONAL REPRESENTATIVES OF SUMNER COUNTY."
IPF 1/2" (1738'E)
N82°42'33"W 64.10'
IPF 1/2" RB
S82°40'41"E 114.12'
IPF 1/2" RB
CALLOUT
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
MON MON. IRF
MP MON. PIN FOUND
CMS CONCRETE MONUMENT
UTIL UTILITY
CP CENTER OF PEDESTAL
EQ EQUIPMENT SHELTER
GRVL GRAVEL AREA
CL CENTERLINE
R/W RIGHT OF WAY
ANTENNARAY
I HEREBY CERTIFY THAT THIS MAP IS CORRECT AND THAT ANY VISIBLE ENCROACHMENTS ARE SHOWN HEREON.
DATE: 3/10/2026
S. DARRELL TAYLOR
TENNESSEE PROFESSIONAL LAND SURVEYOR LICENSE NO. 3289
THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS. THIS MAP IS ONLY INTENDED FOR THE PARTIES AND PURPOSES SHOWN. THIS MAP IS NOT FOR RECORDATION.
SPECIFIC PURPOSE SURVEY PREPARED BY:
POINT TO POINT LAND SURVEYORS
P2P
100 Governors Trace, Ste. 103
Peachtree City, GA 30269
(p) 678.560.4440 (f) 678.560.4497 (e) p2p@p2p.com
SPECIFIC PURPOSE SURVEY PREPARED FOR:
MOTOROLA SOLUTIONS
MOTOROLA SOLUTIONS, INC.
105 WESTPARK, SUITE 100
SMYRNA, TN 37167
TENNESSEE DEPARTMENT OF SAFETY
UID 4060 – SUMNER COUNTY
17TH CIVIL DISTRICT
SUMNER COUNTY, TENNESSEE
SITE INFORMATION
LEASE AREA – 2,500 SQUARE FEET (0.0574 ACRES)
AT CENTER OF LEASE AREA:
LATITUDE: 36°24'12.33" (NAD 83) (36.5701025°)
LONGITUDE: -86°21'28.27" (NAD 83) (-86.3578297°)
ELEVATION = 913.5' (AMSL).
NUMERICAL DATUM: NAD 1988 (GEOID18 USED) GEOID18
VERTICAL DATUM: NAVD
BEARINGS ARE BASED ON TENNESSEE GRID NORTH
GRAPHIC SCALE: N FEET
SCALE: 1" = 20' (11x17)
NO. DATE REVISION
DRAWN BY: RSE
CHECKED BY: JAL
APPROVED: D. MILLER
DATE: APRIL 10, 2026
P2P JOB # 26030BTN
SHEET 2 OF 2
SURVEY NOT VALID WITHOUT ALL SHEETS

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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