CODICIL NO. 1
TO THE
LAST WILL AND TESTAMENT
OF
WILLIAM I. BROWN

I, WILLIAM I. BROWN, a resident of Sumner County, Tennessee, having heretofore made and published my Last Will and Testament, which bears date of October 1, 2015, make and declare this as a codicil thereto, to wit:

FIRST,

Modify ITEM II.B. of my said Last Will and Testament by replacing it in its entirety with the following:

B. 1. I specifically bequeath to Sumner County, Tennessee (the "County") the cash sum of Five Hundred Thousand Dollars ($500,000.00) to establish and maintain a public park located at 212 Hunters Lane, Hendersonville, Tennessee, with the historic home currently situated thereon being permanently maintained by the County as the park's centerpiece. The park shall be known as the William and Martha Brown Park. This bequest shall be a restricted fund held by the County in a separate account and used solely for the purposes of the establishment, promotion, ongoing support and maintenance of the William and Martha Brown Park.

2. **WILLIAM AND MARTHA BROWN EDUCATION TECHNOLOGY TRUST:** I devise and bequeath all the rest and residuary of my property to the Sumner County (Tennessee) Board of Education (the "Board"). Said bequest shall be held in trust, to be known as the William and Martha Brown Education Technology Trust (the "trust"), and administered by the Trustees in accordance with the provisions hereinbelow.

(a) Charitable Purpose. The purpose of the trust is to establish and maintain an endowment fund used to assist the Sumner County public schools with technology needs.

(b) Distributions. The Trustees shall distribute interest and dividend income of the trust (as determined in accordance with generally accepted accounting principles including without limitation Financial Accounting Standards Board principles and policies) to and for the benefit of the Sumner County public schools for technology needs, in accordance with the recommendations of the Board but subject to approval of the Trustees. The Uniform Prudent Management of Institutional Funds Act, as adopted in Tennessee, shall not apply absent specific consent of the Board and approval of the Chancery Court of Sumner County, Tennessee. All distributions must be made within the limitations and for the purpose described herein and within the meaning of Section 501(c)(3) of the Internal Revenue Code.

(c). Trustees. There shall be two Trustees, consisting of the then-serving Sumner County Director of Schools and the then-serving

TIMOTHY D. FERGUSON
ATTORNEY AT LAW
365 WEST MAIN STREET
HENDERSONVILLE, TN
37075
615-824-0989

WILLIAM I. BROWN

WILL BOOK 2017 PAGE 315

From: **Lee anderson** lamonitorster@gmail.com
Subject: [EXTERNAL]Re: Bill Brown Will agreement and project
Date: July 22, 2026 at 2:45 PM
To: John C. Isbell johncisbell@sumnercountytn.gov, Jim Latimer jimlatimer23@gmail.com, CountyCommissioners@sumnercountytn.gov

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My interpretation of what would make Bill satisfied by a park is: grass is mowed by the county. Any invasive shrubs are removed. This would be something that looks like the yard they had there.

On Wed, Jul 22, 2026, 3:15PM Lee anderson <lamonitorster@gmail.com> wrote:
> I would like a response about including the house or not and please reply all.
>
> On Wed, Jul 22, 2026, 3:13PM Lee anderson <lamonitorster@gmail.com> wrote:
> > I have been shown a $1.2 million budget for a park that does not include the house. Are you leaving the house out if your plans, Mayor.
> >
> > On Wed, Jul 22, 2026, 3:04PM Lee anderson <lamonitorster@gmail.com> wrote:
> > > I will reiterate here that I'm glad you're in agreement for the house.
> > > I expect the next General Ops Committee to work out a budget for the $568,000 that restores the house and includes a park.
> > >
> > > On Wed, Jul 8, 2026, 9:12AM Lee anderson <lamonitorster@gmail.com> wrote:
> > > > Mayor,
> > > >
> > > > I'm glad you're in agreement on the architectural plan for the house. I hope your plan on the project is completed soon with the architect.
> > > >
> > > > It is impossible to interpret what Bill thought or wanted beyond what he had stated in his will: to maintain the house and have a small park. Legally and morally for my uncle's wording, that's where I always have been on this, as you know.
> > > >
> > > > Looking forward to restoration construction and completion.
> > > >
> > > > - Leigh Monitor

*** This is an EXTERNAL email. Please exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. ***

In his final wishes, William Brown left Sumner County more than a piece of property. Together with his late wife Martha, he left the county a trust and a vision: that the Brown House, long held under his life estate, would stand permanently as the centerpiece of a public park at 212 Hunters Lane in Hendersonville, and that the funds he set aside — held in a separate, restricted account — would be used solely to establish, promote, support, and maintain that park. It was a generous and specific gift, and the specificity is the point. Mr. Brown did not simply give the county an asset to manage as it saw fit; he entrusted the county with a purpose and asked that it be kept.

Keeping that purpose is the challenge the county now works to meet. The county holds the property jointly with the Sumner County School Board, and it holds the restricted fund as a steward rather than an owner free to spend at will. Direct county operation of a house and neighborhood park is neither the county's core function nor the most faithful way to honor a gift that calls for ongoing care, promotion, and preservation. An earlier approach that looked only at renovating the house, without regard for the park Mr. Brown envisioned, fell short of what the codicil requires. The county needs a solution that places the property in devoted hands, keeps the restricted funds locked to the purpose the Mr. Brown named, and delivers the park at the address Mr. Brown specified.

The plan does exactly that. The county proposes to lease the Brown House and its grounds to the Friends of the Latimer House for a nominal rent of one dollar a year. In exchange, the Friends of the Latimer House agree to keep the Brown House as the park's permanent centerpiece, to establish, promote, support, and maintain the park, and operate it as public grounds open to the community — obligations that would otherwise fall to the taxpayers of Sumner County. The lease writes Mr. Brown's intent into the property's own terms.

Alongside the lease, the county will transfer the remaining balance of the restricted fund to the Friends of the Latimer House for the ongoing maintenance of the house and park. This transfer is made under a contract that carries the codicil's own restriction with it: the money may be used solely for the park's establishment, promotion, support, and maintenance, exactly as Mr. Brown directed. The funds do not become general revenue for the organization; they remain dedicated to the purpose the Browns chose, now in the hands of the people best equipped to fulfill it. And to protect the public and the gift alike, the arrangement provides that if the Friends of the Latimer House dissolve, lose their charitable standing, or depart from the agreed use, the property and any unspent funds return to the county. The lease would require an annual account and reporting of the restricted funds to the county commission and school board.

To fix the park in law and on the map, the county will survey the property consistent with the boundary of Mr. Brown's former life estate and establish a distinct parcel addressed as 212 Hunters Lane, Hendersonville, Tennessee 37075 — the address he named for the park. That parcel, recorded and identified, becomes the defined premises of the lease and the permanent home of the William and Martha Brown Park. Additionally, a permanent 20 foot wide easement leading to the property will be granted, providing access to the property. That access is subject to the acceptance of Wolfpack Way as a county road.

Three safeguards frame the arrangement. First, the lease takes effect only once the Friends of the Latimer House are recognized by the State of Tennessee as a charitable organization as well as recognition by the Internal Revenue Service as a 501(c)(3) organization, so that the county is dealing with an accountable, publicly recognized steward. Second, because the property is owned jointly, the lease requires the approval of both the Sumner County Commission and the Sumner County School Board. Neither body acts alone; both must agree that this is the right custody for the property and the right use of the trust. Third, the transaction fully complies with all governing legal and fiscal requirements established by state law and by county and school board policy

Taken together, this is a plan that costs the taxpayers nothing to sustain, places a treasured landmark in the care of an organization devoted to its maintenance, delivers the public park Mr. Brown asked for at the address he chose, and keeps every restricted dollar bound to the purpose the Browns intended. It answers the reasonable concern that a gift of this kind be honored faithfully — not by promising to be careful, but by writing that care into the lease, the covenant, and the survey itself.

As County Mayor, I want to encourage the General Operations Committee consider this proposal as the best path forward for the Brown House.

From: **Tim Jones** tim.jones@sumnercountytn.gov
Subject: Fwd: Latimer/Brown House Cancellation of GenOps meeting on 08/03/2026
Date: July 30, 2026 at 4:51 PM
To: David Klein david.klein@sumnercountytn.gov, Jeremy Mansfield jeremy.mansfield@sumnercountytn.gov, County Commissioners countycommissioners@sumnercountytn.gov, Eric Sitler esitler@sumnercountytn.gov, Michelle Oswald moswald@sumnercountytn.gov, Karen Aguilar Ksaguilar@sbgtv.com, Lydia Fielder WSMV Lydia.Fielder@wsmv.com, Sam Chimenti schimenti@wkrn.com

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My apologies, A couple of attachments did not send. This is the email with all attachments These are the quit claim deed and the lease agreement I submitted for the agenda which were denied. See attachments

Tim Jones
County Commissioner
District 23

Begin forwarded message:

> **From:** Tim Jones <tim.jones@sumnercountytn.gov>
> **Date:** July 30, 2026 at 4:34:18PM CDT
> **To:** David Klein <david.klein@sumnercountytn.gov>
> **Cc:** Jeremy Mansfield <jeremy.mansfield@sumnercountytn.gov>, Michelle Oswald <moswald@sumnercountytn.gov>, County Commissioners <countycommissioners@sumnercountytn.gov>, Eric Sitler <esitler@sumnercountytn.gov>, Karen Aguilar <Ksaguilar@sbgtv.com>, Sam Chimenti <SChimenti@wkrn.com>, "Lydia Fielder, WSMV" <lydia.fielder@wsmv.com>
> **Subject: Latimer/Brown House Cancellation of GenOps meeting on 08/03/2026**
>
> To all,
> I am also being asked why this meeting was cancelled. It seems we have lots of good information and options to discuss. I am adding this information to the thread for all to understand how this unfolded.
> I received an email from Chairman Ben Harris, which I assume was sent to the entire General Operations Committee, with a proposal from mayor John Isbell for a lease agreement and money transfer to the Friends of the Latimer house. **The email from Commissioner Harris said this was to be presented at the August 3rd General Operations meeting.**
> See Brown House Proposal attached
>
> I had heard from a citizen, Mike McClard, that there was a discussion between Commissioner Harris and him **asking if the "Friends of" group would be interested in accepting a quit claim deed for the property**. This may have been preliminary to the mayor's proposal or perhaps someone just thinking out loud but nonetheless, it sparked an idea for an alternative proposal.
> I sent the mayor's proposal to our Law Director Mr. Sitler, and **asked him to make it into both a rough draft Lease Agreement and also a Quit Claim Deed I could edit.** This is the rough draft Mr Sitler shared with me.
> See Lease Agreement Rough Draft attached
> See Quit Claim Deed Rough Draft attached
>
> **I made edits to these two documents and submitted my proposals to Chairman Harris asking him to add them to the agenda for discussion.** I also included a document that would satisfy the mayor's suggestion to transfer the balance of the funds donated for the restoration/preservation of the historic home and maintenance of the park. See Restricted Fund Administration Agreement attached
> Five minutes after I sent the email I received a phone call from Commissioner Harris stating **this was not going to be added because there would be no way it would pass the committee nor the school board approval.**
>
> I don't know how anyone would vote on my proposals. They were merely a starting point to deliberate at the meeting. I have been told by Chairman Harris there isn't enough time for Mr Sitler to put the mayor's proposal into a legal document therefore the meeting was going to be cancelled. **I then sent him an email with the attachment of the mayor's rough draft lease agreement document that Mr Sitler prepared for me to edit.**
>
> **All of the work is done,** everything can be previewed between now and Monday night. A solid lease agreement or quit claim deed could be voted on and brought to the full commission this month if that was truly the intention of the mayor. **I do not understand why we would stall this effort at this eleventh hour. Members of this commission have worked very hard to get this project to this point.** We have encountered roadblocks and stall tactics all along the way. I know many want to see this through. I cannot understand why the meeting is cancelled but it feels very wrong to do so. **New commissioners will be seated September 1st. They will have to relearn everything. For many citizens that have pushed this project it will be like starting over.**
>
> Tim Jones
> County Commissioner
> District 23
>
> > On Jul 30, 2026, at 2:25PM, David Klein <david.klein@sumnercountytn.gov> wrote:
> >
> > Michelle, Ben Harris, or anyone who can answer,
> >
> > Why was this meeting canceled? We have some major issues to discuss and approve. As a committee member I was not consulted regarding this, and I am

totally against canceling. It is my understanding that we were going to discuss the mayor's proposal for a lease document for the "Historic Latimer House" and the options available there. As I write I see that commissioner Schmit has confirmed what I just said. Having said that, how is it that commissioner Schmit knows the attorney needs more time to assess a lease by commissioner Jones. It is apparent that I (and possibly others) am completely out of this loop. A lease document is not a complicated document. I'm certain Mr. Sitler has created many in his professional career. This shouldn't be a heavy lift. I know everybody is tired of hearing the term "Stall Tactics" but this is a perfect example of why the term has been so over-used.

Additionally, I had requested that chairman Harris include an item about "Moving most of the files and equipment out of the back warehouse area of the 'Archive Building'". This is something I have been working on for a long time, needs to be done (for many reasons) and should be initiated by me since I spearheaded it.

It's interesting to see how many committee meetings have been canceled in this last year of this commission. I'm very disappointed with this commission and the lax attitude that currently prevails!

If it is too late for notification at this point, then I demand we have a special called meeting on August 10th at 7:30 P.M. in room 112; right after the Budget Meeting.

David Klein
Commission District 6

From: Jeremy Mansfield <jeremy.mansfield@sumnercountytn.gov>
Sent: Thursday, July 30, 2026 12:56 PM
To: Michelle Oswald <moswald@sumnercountytn.gov>
Cc: County Commissioners <countycommissioners@sumnercountytn.gov>
Subject: Re: Cancellation of GenOps meeting on 08/03/2026

Why is GenOps cancelled?

Jeremy

Sent from my iPhone

> On Jul 30, 2026, at 11:43AM, Michelle Oswald <moswald@sumnercountytn.gov> wrote:
>
> Please see the attached notice cancelling the GenOps meeting on 08/03/2026.
>
> Thank you,
>
> Michelle Oswald
> Legal Assistant
> Office of the Sumner County Law Director
> 355 N. Belvedere Drive
> Room 303
> Gallatin, Tennessee 37066
> moswald@sumnercountytn.gov

LEASE AGREEMENT
LATIMER/BROWN HOUSE AND WILLIAM & MARTHA BROWN PARK

This Lease Agreement ("Lease") is entered into this ___ day of _____**, 20**___, by and between **SUMNER COUNTY, TENNESSEE & SUMNER BOARD OF EDUCATION**, political subdivisions of the State of Tennessee ("County"), and **Friends of the Latimer House, Inc.**, a Tennessee nonprofit corporation recognized by the Tennessee Secretary of State and exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code ("Lessee").

WHEREAS, William Brown and his late wife Martha Brown devised and conveyed certain real property located at 212 Hunters Lane, Hendersonville, Tennessee, together with a restricted charitable fund, for the express purpose of establishing, promoting, supporting, and maintaining a public park centered upon the Brown House;

WHEREAS, the County accepted such gift as trustee and steward of the donor's charitable intent;

WHEREAS, the Brown House property is jointly owned by Sumner County and the Sumner County Board of Education;

WHEREAS, the County desires to ensure that the Brown House remains the permanent centerpiece of the William and Martha Brown Park in accordance with the donor's wishes;

WHEREAS, the County finds that a qualified nonprofit preservation organization is uniquely suited to preserve, operate, maintain, promote, and interpret the property for the benefit of the public;

WHEREAS, the Lessee has represented that it is willing and able to accept these responsibilities solely in furtherance of the charitable purposes established by William Brown;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows.

ARTICLE I
PREMISES

The County leases to Lessee that certain parcel to be surveyed and legally described as the former William Brown life estate located at _____**, Gallatin, Tennessee 37066**, together with the Brown House and all improvements thereon.

The legal description shall be attached as **Exhibit A** following completion of the survey.

The leased premises shall constitute the permanent site of the **William and Martha Brown Park.**

ARTICLE II
TERM

The initial term shall be **ninety-nine (99) years**, unless sooner terminated pursuant to this Lease. The County may renew the Lease for successive ninety-nine year terms provided the charitable purposes continue to be fulfilled.

ARTICLE III
RENT

Annual rent shall be **One Dollar ($1.00)**.

ARTICLE IV
PURPOSE OF LEASE

The leased premises shall be used exclusively to:

1. preserve and maintain the Brown House;
2. establish, promote, support, and maintain the William and Martha Brown Park;
3. operate the property as public grounds open to the citizens of Sumner County;
4. interpret the history of William and Martha Brown and the Brown House;
5. conduct educational, historical, cultural, and charitable activities consistent with the donor's intent.

No other use shall be permitted without written approval of the County Commission and the Sumner County Board of Education.

ARTICLE V
DONOR RESTRICTIONS

The parties expressly acknowledge that this Lease is intended to implement and preserve the charitable intent expressed by William Brown.
Accordingly:

The Brown House shall remain the permanent centerpiece of the park.

The property shall never be converted to a private commercial enterprise.

No portion of the premises may be sold or conveyed.

The Lessee shall preserve the historical character of the Brown House.

All improvements shall be consistent with preservation standards applicable to historic properties.

ARTICLE VI
RESTRICTED MAINTENANCE FUND

Contemporaneously with execution of this Lease, the County shall transfer to Lessee the balance of the Brown Restricted Fund pursuant to a separate Restricted Fund Administration Agreement. The transferred funds shall remain permanently restricted.
The funds may be used **only** for:

- establishment of the park;
- promotion of the park;

- support of the park;
- maintenance of the park;
- preservation of the Brown House;
- maintenance of improvements located within the leased premises.

Under no circumstances shall the funds become unrestricted assets of Lessee.
The restrictions imposed by William Brown shall survive this transfer.

ARTICLE VII
PUBLIC ACCESS

The premises shall remain open to the public at reasonable hours established by Lessee.
The Lessee shall maintain the property in safe condition.
Admission fees may only be charged for special programs or events approved by the County.

ARTICLE VIII
ACCESS EASEMENT

The County shall grant a permanent twenty-foot access easement to the premises upon acceptance of Wolfpack Way as a county road.
The easement shall be recorded simultaneously with the survey.

ARTICLE IX
MAINTENANCE

Lessee shall maintain all buildings; maintain landscaping; maintain utilities; maintain sidewalks and parking; provide routine repairs; maintain insurance; comply with applicable building codes; maintain all improvements in good repair. The County shall have no obligation to provide maintenance funding.

ARTICLE X
CAPITAL IMPROVEMENTS

No demolition.
No alteration of the exterior historic appearance without County approval.
Any new construction shall require:

- County approval;
- compliance with applicable zoning and building regulations.

ARTICLE XI
INSURANCE

Lessee shall maintain throughout the Lease:

Commercial General Liability Insurance.
Property Insurance.
Directors and Officers Insurance.
Workers Compensation Insurance.

The County and the Board of Education shall be named additional insureds where appropriate.

ARTICLE XII
REPORTING

On or before March 1 of each year, Lessee shall submit to the County Commission:

An audited financial statement;
An accounting of all expenditures from the restricted fund;
A report describing maintenance activities;
Visitor statistics;
Planned capital projects;
Confirmation that all donor restrictions remain satisfied.

ARTICLE XIII
INSPECTION

County representatives may inspect the premises upon reasonable notice. The County may inspect financial records relating to restricted funds.

ARTICLE XIV
NONPROFIT STATUS

This Lease shall not become effective until Lessee has:
received recognition as a Tennessee charitable organization;
received recognition by the Internal Revenue Service under Section 501(c)(3).

Loss of either status shall constitute an Event of Default.

ARTICLE XV
EVENTS OF DEFAULT

Default includes: loss of nonprofit status; failure to maintain the property; use inconsistent with donor intent; misuse of restricted funds; failure to submit annual reports; bankruptcy; dissolution; abandonment; material breach of this Lease.

ARTICLE XVI
REVERSION

If: Lessee dissolves; ceases operations; loses charitable status; abandons the property; misuses restricted funds; or materially departs from the purposes established herein,

Then: this Lease shall automatically terminate upon notice and expiration of any applicable cure period; possession of the premises shall immediately revert to the County; all unexpended restricted funds shall immediately revert to the County; all improvements shall become County property without compensation.

ARTICLE XVII
ASSIGNMENT

This Lease may not be assigned, transferred, subleased, or encumbered without approval of: the Sumner County Commission and the Sumner County Board of Education.

ARTICLE XVIII
APPROVALS

This Lease shall not become effective until approved by:
the Sumner County Commission and the Sumner County Board of Education.

ARTICLE XIX
COMPLIANCE WITH LAW

Lessee shall comply with all federal, state, and local laws, including Tennessee nonprofit corporation law, charitable solicitation laws, preservation requirements, and applicable county regulations.

ARTICLE XX
MEMORIALIZATION OF DONOR INTENT

The parties acknowledge that the principal purpose of this Lease is to permanently carry forward the charitable intent of William and Martha Brown.

This Lease shall be construed to maximize fulfillment of that charitable intent. If any provision is susceptible to more than one interpretation, the interpretation that best preserves the donor's expressed charitable purposes shall control.

ARTICLE XXI
GOVERNING LAW

This Lease shall be governed by Tennessee law. Venue shall lie exclusively in the Circuit or Chancery Courts of Sumner County, Tennessee.

ARTICLE XXII
ENTIRE AGREEMENT

This Lease, together with:

- Exhibit A (Legal Description),
- Exhibit B (Survey),
- Exhibit C (Restricted Fund Agreement),
- Exhibit D (Public Access Plan),

constitutes the entire agreement.

SIGNATURES

SUMNER COUNTY, TENNESSEE
By: _____
Title:_____

SUMNER COUNTY BOARD OF EDUCATION
By: _____
Title:_____

FRIENDS OF THE LATIMER HOUSE, INC.
By: _____
Title:_____

LEASE AGREEMENT
LATIMER HOUSE AT THE WILLIAM & MARTHA BROWN PARK

This Lease Agreement ("Lease") is entered into this ____ day of _____, 20____, by and between SUMNER COUNTY, TENNESSEE, a political subdivision of the State of Tennessee, acting by and through the Sumner County Legislative Body ("County Legislative Body"), and Friends of the Latimer House at the William and Martha Brown Park, a Tennessee nonprofit public-benefit corporation recognized by the Tennessee Secretary of State ("Lessee").

WHEREAS, William Brown and his late wife Martha Brown devised and conveyed certain real property known as 212 Hunters Lane, Hendersonville, Tennessee, together with a restricted charitable fund, for the express purpose of establishing, promoting, supporting, and maintaining a public park centered upon the historic Latimer House;

WHEREAS, the County Legislative Body accepted such gift as trustee and steward of the donor's charitable intent;

WHEREAS, the County Legislative Body is authorized to lease land and buildings owned by the county, upon such consideration and terms as its governing body determines to be in the interest of the county, pursuant to T.C.A. § 5-7-116; and the county legislative body is empowered to erect, control, and dispose of public county buildings pursuant to T.C.A. §§ 5-5-121 and 5-7-106;

WHEREAS, it is the policy of the State of Tennessee, as reflected in T.C.A. § 12-2-501, to entrust historic property to a qualified preservation organization for the purpose of preserving such property, and a Tennessee nonprofit corporation qualifies to receive and hold such property for preservation purposes without a federal determination of exemption;

WHEREAS, the County Legislative Body desires to ensure that the historic Latimer House remains the permanent centerpiece of the William and Martha Brown Park in accordance with the donor's wishes;

WHEREAS, the County Legislative Body finds that a qualified nonprofit preservation organization is uniquely suited to restore / preserve, operate, maintain, promote, and interpret the property for the benefit of the public;

WHEREAS, the Lessee has represented that it is willing and able to accept these responsibilities solely in furtherance of the charitable purposes established by William Brown;

WHEREAS, although the warranty deed of record (Record Book 4130, page 709, Sumner County Register of Deeds) names the Sumner County Board of Education together with Sumner County as grantees, the authority to lease county land and buildings is vested in the County Legislative Body under T.C.A. § 5-7-116, and the parties intend that the record interest of the Board of Education be resolved by quitclaim conveyance to Sumner County so that Sumner County holds title sufficient to grant this Lease;

WHEREAS, William Brown reserved unto himself a life estate of 0.805 acres surrounding the residence, described in Exhibit "A" to the 2015 warranty deed and containing 35,047 square feet more or less, which life estate terminated upon Mr. Brown's death, and the parties intend that the leased premises comprise that same 0.805-acre area;

WHEREAS, the 0.805-acre life-estate parcel is presently a nonconforming lot whose parcel line is subject to elimination of record, so that the leased premises shall be re-established to the original metes and bounds of the life estate plat, the metes-and-bounds legal description of which shall be attached as Exhibit A and shall control;

WHEREAS, the access to the residence reserved in the 2015 warranty deed, being a right of ingress and egress to Hunters Lane via the existing gravel drive, was appurtenant to Mr. Brown's life estate and did not survive its termination, so that the leased premises presently lack recorded legal access, and the County Legislative Body intends to grant a new, permanent access easement to the premises as provided in this Lease;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows.

ARTICLE I
PREMISES

The County Legislative Body leases to Lessee that certain parcel to be legally described as the former William Brown life estate located at _____, Gallatin, Tennessee 37066, together with the historic Latimer House and all improvements thereon.

The legal description shall be attached as Exhibit A.

The leased premises shall constitute the permanent site of the historic Latimer House at the William and Martha Brown Park.

ARTICLE II
TERM

The initial term shall be ninety-nine (99) years, unless sooner terminated pursuant to this Lease. The County Legislative Body may renew the Lease for successive ninety-nine-year terms provided the charitable purposes continue to be fulfilled.

ARTICLE III
RENT

Annual rent shall be One Dollar ($1.00).

ARTICLE IV
PURPOSE OF LEASE

The leased premises shall be used exclusively to:

1. restore / preserve and maintain the historic Latimer House;
2. establish, promote, support, and maintain the William and Martha Brown Park;
3. operate the property as public grounds open to the citizens of Sumner County;
4. interpret the history of William and Martha Brown and the historic Latimer House;
5. conduct educational, historical, cultural, and charitable activities consistent with the donor's intent.

ARTICLE V
DONOR RESTRICTIONS

The parties expressly acknowledge that this Lease is intended to implement and preserve the charitable intent expressed by William Brown. Accordingly:

the historic Latimer House shall remain the permanent centerpiece of the park;
the property shall never be converted to a private commercial enterprise;
no portion of the premises may be sold or conveyed;
the Lessee shall restore / preserve the historical character of the historic Latimer House; and
all improvements shall be consistent with preservation standards applicable to historic properties.

ARTICLE VI
RESTRICTED MAINTENANCE FUND

Contemporaneously with execution of this Lease, the County Legislative Body shall transfer to Lessee the balance of the Brown Restricted Fund pursuant to a separate Restricted Fund Administration Agreement. The transferred funds shall remain permanently restricted. The funds may be used only for:

- restoration / preservation of the historic Latimer House;
- establishment of the park;
- promotion of the park;
- support of the park;
- maintenance of the park;
- maintenance of improvements located within the leased premises.

Under no circumstances shall the funds become unrestricted assets of Lessee. The restrictions imposed by William Brown shall survive this transfer.

ARTICLE VII
PUBLIC ACCESS

The premises shall remain open to the public at reasonable hours established by Lessee. The Lessee shall maintain the property in safe condition. The Lessee may charge reasonable admission or event fees consistent with its charitable purpose and continued public access.

ARTICLE VIII

ACCESS EASEMENT

The access to the residence reserved in the 2015 warranty deed did not survive the termination of Mr. Brown's life estate, and the leased premises presently lack recorded legal access. The County Legislative Body shall grant to Lessee, and cause to be recorded, a permanent fifty (50) foot easement of ingress and egress running from Wolfpack Way directly to the southern property line of the life estate parcel, sufficient to provide continuous legal access to the premises throughout the term of this Lease. The grant of this permanent easement is contingent upon the acceptance of Wolfpack Way as a county road.

Until Wolfpack Way is accepted as a county road, the County Legislative Body shall provide interim access to the premises over existing county-owned land. This interim access shall follow the same fifty (50) foot corridor described above, so that the Lessee is not denied access at any time.

The permanent easement shall be recorded simultaneously with the legal description attached as Exhibit A.

ARTICLE IX
MAINTENANCE

Lessee shall maintain all buildings within the described boundaries; maintain landscaping; maintain utilities; provide routine repairs; maintain insurance; comply with applicable building codes; and maintain all improvements in good repair. The County Legislative Body shall have no obligation to provide maintenance funding.

ARTICLE X
CAPITAL IMPROVEMENTS

Demolition, alteration, and new construction shall comply with restoration/preservation standards which are applicable to historic properties.

ARTICLE XI
INSURANCE

Lessee shall maintain throughout the Lease:

Commercial General Liability coverage;
Commercial Property coverage;
Equipment Breakdown coverage; and
Terrorism coverage.

Sumner County shall be named as an additional insured.

ARTICLE XII
REPORTING

On or before March 1 of each year, Lessee shall submit to the County Legislative Body:

A financial statement, audited if required by law or by the terms of a grant;

An accounting of all expenditures from the restricted fund, identifying separately any improvements funded from other sources;

A report describing maintenance activities;

Planned capital projects;

Confirmation that all donor restrictions remain satisfied.

ARTICLE XIII
INSPECTION

County representatives may inspect the premises upon reasonable notice. The County Legislative Body may inspect financial records relating to restricted funds.

ARTICLE XIV
TENNESSEE NONPROFIT STATUS

Lessee is a Tennessee nonprofit corporation in good standing with the Tennessee Secretary of State, incorporated on March 14, 2026, Control No. 002094753. Consistent with T.C.A. § 12-2-501, that status establishes Lessee's eligibility to receive and hold the property for preservation purposes.

Lessee shall remain a Tennessee nonprofit corporation in good standing throughout the term of this Lease. Loss of that status shall constitute an Event of Default.

Lessee has also applied to the Internal Revenue Service for recognition of exemption under Section 501(c)(3) of the Internal Revenue Code. Federal law allows a new nonprofit twenty-seven (27) months from its formation to file that application, and Lessee filed within that period. Because the application was filed on time, the exemption will apply retroactively to March 14, 2026, the date Lessee was formed. Nothing further is required of Lessee but to await the decision of the Internal Revenue Service, and Lessee shall pursue the application to conclusion.

It shall be an Event of Default if that application is finally denied or is withdrawn and Lessee does not assign this Lease to a qualified successor within one (1) year. Delay by the Internal Revenue Service in acting upon the application shall not be an Event of Default.

ARTICLE XV
EVENTS OF DEFAULT

Default includes: loss of Tennessee nonprofit status; failure to maintain the property; use inconsistent with donor intent; misuse of restricted funds; failure to submit annual reports; bankruptcy; dissolution; abandonment; material breach of this Lease.

No default shall exist unless the County Legislative Body has given Lessee written notice describing the default and the default remains uncured ninety (90) days after that notice. If a

default cannot reasonably be cured within ninety (90) days, Lessee is not in default if it begins a cure within that period and pursues it diligently.

ARTICLE XVI
REVERSION

If: Lessee dissolves; ceases operations; loses charitable status; abandons the property; misuses restricted funds; or materially departs from the purposes established herein,

Then: this Lease shall terminate upon notice and expiration of the cure period provided in Article XV; possession of the premises shall revert to Sumner County; all unexpended restricted funds shall revert to Sumner County; and all improvements funded from the restricted fund shall become Sumner County property without compensation.

Improvements funded from private contributions, grants, or donated labor and materials raised by Lessee shall not become Sumner County property without compensation.

ARTICLE XVII
ASSIGNMENT

This Lease may not be assigned, transferred, subleased, or encumbered without approval of:

the Sumner County Legislative Body.

Approval shall not be unreasonably withheld in the case of an assignment to a successor Tennessee nonprofit organized for historic preservation that assumes Lessee’s obligations in writing.

ARTICLE XVIII
APPROVALS

This Lease shall not become effective until approved by:

the Sumner County Legislative Body.

ARTICLE XIX
COMPLIANCE WITH LAW

Lessee shall comply with all federal, state, and local laws, including Tennessee nonprofit corporation law, charitable solicitation laws, preservation requirements, and applicable county regulations.

ARTICLE XX
MEMORIALIZATION OF DONOR INTENT

The parties acknowledge that the principal purpose of this Lease is to permanently carry forward the charitable intent of William and Martha Brown for the restoration/preservation of the historic Latimer home and establishment of the William and Martha Brown Park. This Lease shall be construed to maximize fulfillment of that charitable intent. If any provision is susceptible to more than one interpretation, the interpretation that best preserves the donor's expressed charitable purposes shall control.

ARTICLE XXI
GOVERNING LAW

This Lease shall be governed by Tennessee law. Venue shall lie exclusively in the Circuit or Chancery Courts of Sumner County, Tennessee.

ARTICLE XXII
ENTIRE AGREEMENT

This Lease, together with:

- Exhibit A (Legal Description),
- Exhibit B (Restricted Fund Agreement),
- Exhibit C (Public Access Plan),

constitutes the entire agreement.

SIGNATURES

SUMNER COUNTY, TENNESSEE

By: _____ Title: _____

FRIENDS OF THE LATIMER HOUSE AT THE WILLIAM AND MARTHA BROWN PARK

By: _____ Title: _____

This Instrument Prepared By: **Sumner County Law Director** 355 N. Belvedere Drive, Room 303 Gallatin, Tennessee 37066 THE PREPARER OF THIS DOCUMENT MAKES NO REPRESENTATIONS AS TO THE ACCURACY OF THE DESCRIPTION, OR THE EXISTENCE OR NON-EXISTENCE OF ANY LIENS, ENCUMBRANCES, EASEMENTS, OR OTHER ENCROACHMENTS OR COMPLAINCE WITH ANY PLANNING, ZONING, OR SUBDIVISION REGULATIONS THAT AFFECT THE PROPERTY CONVEYED HEREIN	STATE OF TENNESSEE) COUNTY OF SUMNER) The actual consideration for this transfer is $187,000.00. _____ Affiant Subscribed and sworn to before me, this ___ day of July, 2026. _____ Notary Public My commission expires: _____

Address New Owner As Follows:

Send Tax Bills To:
New Owner

Map-Parcel Number:
PARCEL ID:

Gallatin, Tennessee 37066

RESTRICTED QUITCLAIM DEED

KNOW ALL PERSONS by these presents that **COUNTY OF SUMNER, TENNESSEE & THE SUMNER COUNTY SCHOOL BOARD, by and at the direction of the Sumner County Board of County Commissioners & the Sumner County School Board** ("Grantor"), for and in consideration of the sum of Ten and no/100 Dollars ($10.00), cash in hand paid, and for other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby release, remise, quitclaim and give unto **FRIENDS OF THE LATIMER HOUSE, INC**, a Tennessee non-profit corporation ("Grantee"), all right, title and

interest of Grantor in and to a certain tract or parcel of land in Sumner County, Tennessee, being more particularly described as follows:

BEING the same property conveyed to Grantor by Warranty Deed recorded on

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns forever, **subject, however, to the following covenants, conditions, restrictions, and rights of reverter, all of which shall constitute covenants running with the land and shall be binding upon Grantee and all successors and assigns.**

The Property shall forever be used solely for the establishment, promotion, support, operation, preservation, and maintenance of the **William and Martha Brown Park**, together with the preservation and maintenance of the historic Brown House as the permanent centerpiece of said Park, consistent with the charitable intent expressed by William I. Brown in his Last Will and Testament and Codicil No. 1. The Property shall remain open for public use and enjoyment subject only to reasonable rules governing hours of operation, public safety, preservation, and maintenance.

The Property shall not be used for: commercial residential development; industrial purposes; private residential occupancy; any use inconsistent with operation as a public park; any purpose inconsistent with the donor's charitable intent.

The Brown House shall remain permanently situated upon the Property. The Brown House shall not be demolished, materially altered, relocated, or destroyed except as may be necessary to preserve the structure and only with the written approval of Sumner County.

Grantee shall not sell, transfer, mortgage, encumber, lease, assign, or otherwise convey any interest in the Property without the prior written approval of the Sumner County Commission and any additional approvals required by law.

Should Grantee: cease to operate the Property as William and Martha Brown Park; fail to preserve the Brown House; abandon the Property; lose its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code; dissolve; or materially violate the restrictions contained herein, then Grantor shall have the immediate right to declare this conveyance forfeited and title to the Property shall automatically **revert** to Sumner

County, Tennessee, together with all improvements located thereon.

The restrictions contained herein shall be specifically enforceable. Grantor may pursue any remedy available at law or in equity including: specific performance; injunctive relief; declaratory judgment; quiet title; re-entry; or any other remedy authorized under Tennessee law.

Failure of Grantor to enforce any restriction shall not constitute a waiver of future enforcement.

EXHIBIT "A"
LEGAL DESCRIPTION

This improved property is known as _____, Gallatin, Tennessee 37066.

WITNESS my hand this ___ day of August, 2025.

COUNTY OF SUMNER, TENNESSEE

BY:_____
Name_____
Title: _____

SUMNER COUNTY SCHOOL BOARD

BY:_____
Name_____
Title: _____

STATE OF TENNESSEE)
COUNTY OF SUMNER)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, _____, with whom I am personally acquainted, and, on behalf of **COUNTY OF SUMNER, TENNESSEE,** who acknowledged that (s)he executed the within Quitclaim Deed for the purposes therein contained, and who further acknowledged that (s)he is the _____ of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this Quitclaim Deed on behalf of the maker.

WITNESS my hand, at office, this _____ day of July, 2026.

_____
Notary Public

My Commission Expires: _____

STATE OF TENNESSEE)

COUNTY OF SUMNER)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, _____, with whom I am personally acquainted, and, on behalf of **SUMNER COUNTY SCHOOL BOARD,** who acknowledged that (s)he executed the within Quitclaim Deed for the purposes therein contained, and who further acknowledged that (s)he is the _____ of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this Quitclaim Deed on behalf of the maker.

WITNESS my hand, at office, this _____ day of July, 2026.

_____
Notary Public

My Commission Expires: _____

This Instrument Prepared By: **Sumner County Law Director** 355 N. Belvedere Drive, Room 303 Gallatin, Tennessee 37066 THE PREPARER OF THIS DOCUMENT MAKES NO REPRESENTATIONS AS TO THE ACCURACY OF THE DESCRIPTION, OR THE EXISTENCE OR NON-EXISTENCE OF ANY LIENS, ENCUMBRANCES, EASEMENTS, OR OTHER ENCROACHMENTS OR COMPLAINCE WITH ANY PLANNING, ZONING, OR SUBDIVISION REGULATIONS THAT AFFECT THE PROPERTY CONVEYED HEREIN	STATE OF TENNESSEE) COUNTY OF SUMNER) The actual consideration for this transfer is $_____. _____ Affiant Subscribed and sworn to before me, this ___ day of August, 2026. _____ Notary Public My commission expires: _____

Address New Owner As Follows:

Send Tax Bills To:
New Owner

Map-Parcel Number:
PARCEL ID:

Gallatin, Tennessee 37066

RESTRICTED QUITCLAIM DEED

KNOW ALL PERSONS by these presents that **COUNTY OF SUMNER, TENNESSEE & THE SUMNER COUNTY SCHOOL BOARD, by and at the direction of the Sumner County Board of County Commissioners & the Sumner County School Board** ("Grantor"), for and in consideration of the sum of Ten and no/100 Dollars ($10.00), cash in hand paid, and for other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby release, remise, quitclaim and give unto **FRIENDS OF THE LATIMER HOUSE AT THE WILLIAM AND MARTHA BROWN PARK, a Tennessee**

nonprofit public-benefit corporation ("Grantee"), all right, title and interest of Grantor in and to a certain tract or parcel of land in Sumner County, Tennessee, being more particularly described as follows:

BEING the same property conveyed to Grantor by Warranty Deed recorded on

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns forever, **subject, however, to the following covenants, conditions, restrictions, and rights of reverter, all of which shall constitute covenants running with the land and shall be binding upon Grantee and all successors and assigns.**

The Property shall forever be used solely for the preservation, maintenance, and operation of the historic Latimer House as the permanent centerpiece of the **William and Martha Brown Park**, and in support of the establishment, promotion, support, and maintenance of said Park, consistent with the charitable intent expressed by William I. Brown in his Last Will and Testament and Codicil No. 1. The Property shall remain open for public use and enjoyment subject only to reasonable rules governing hours of operation, public safety, preservation, and maintenance.

The Property shall not be used for: commercial residential development; industrial purposes; private residential occupancy; any use inconsistent with the operation of the historic Latimer House as the permanent centerpiece of a public park; any purpose inconsistent with the donor's charitable intent.

The historic Latimer House shall remain permanently situated upon the Property. The historic Latimer House shall not be demolished, materially altered, relocated, or destroyed except as may be necessary to restore/preserve the structure.

Grantee shall not sell, transfer, mortgage, encumber, lease, assign, or otherwise convey any interest in the Property without the prior written approval of the Sumner County Commission and any additional approvals required by law.

Should Grantee: cease to operate the Property as the historic Latimer House at the William and Martha Brown Park; fail to preserve the historic Latimer House; abandon the Property; cease to be a Tennessee nonprofit corporation in good standing with the Tennessee Secretary of State, that status being the basis on which this conveyance is authorized under T.C.A. § 12-2-501; dissolve; or materially violate the restrictions

contained herein, then Grantor shall have the immediate right to declare this conveyance forfeited and title to the Property shall automatically **revert** to Sumner County, Tennessee, together with all improvements located thereon.

The restrictions contained herein shall be specifically enforceable. Grantor may pursue any remedy available at law or in equity including: specific performance; injunctive relief; declaratory judgment; quiet title; re-entry; or any other remedy authorized under Tennessee law.

Failure of Grantor to enforce any restriction shall not constitute a waiver of future enforcement.

EXHIBIT "A"
LEGAL DESCRIPTION

This improved property is known as _____, Gallatin, Tennessee 37066.

WITNESS my hand this ___ day of August, 2026.

COUNTY OF SUMNER, TENNESSEE

BY:_____
Name_____
Title: _____

SUMNER COUNTY SCHOOL BOARD

BY:_____
Name_____
Title: _____

STATE OF TENNESSEE)
COUNTY OF SUMNER)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, _____, with whom I am personally acquainted, and, on behalf of **COUNTY OF SUMNER, TENNESSEE,** who acknowledged that (s)he executed the within Quitclaim Deed for the purposes therein contained, and who further acknowledged that (s)he is the _____ of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this Quitclaim Deed on behalf of the maker.

WITNESS my hand, at office, this _____ day of August, 2026.

_____
Notary Public

My Commission Expires: _____

STATE OF TENNESSEE)
COUNTY OF SUMNER)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, _____, with whom I am personally acquainted, and, on behalf of **SUMNER COUNTY SCHOOL BOARD,** who acknowledged that (s)he executed the within Quitclaim Deed for the purposes therein contained, and who further acknowledged that (s)he is the _____ of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this Quitclaim Deed on behalf of the maker.

WITNESS my hand, at office, this _____ day of August, 2026.

_____
Notary Public

My Commission Expires: _____

STATEMENT OF WILLIAM M. McCLARD

1. My name is William M. McClard. I am known as Mike McClard. I am over eighteen (18) years of age and of sound mind. The facts stated here are within my own personal knowledge and are true and correct.

2. I am a resident of Sumner County, Tennessee, and I serve as a member of the Board of Directors of Friends of the Latimer House at the William and Martha Brown Park, a Tennessee nonprofit corporation with a benefit type of public benefit corporation, incorporated with the Tennessee Secretary of State, and in good standing. The corporation was formed for the restoration and preservation of the historic Latimer House in Sumner County, Tennessee.

3. On or about Wednesday, July 15, 2026, I received a telephone call from Ben Harris, a member of the Sumner County Board of County Commissioners. I did not request or solicit that call. Mr. Harris placed the call to me.

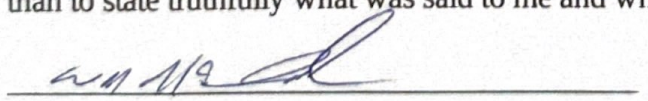
4. During that telephone call, Mr. Harris told me that he was trying to come up with a solution regarding the historic Latimer House. He asked whether our group would be interested in taking over the restoration of the house.

5. In describing that solution, Mr. Harris stated that it included a quitclaim deed for the house and an easement to get to it. He also stated that the funds associated with the house would go with it for the preservation of the home.

6. Mr. Harris presented this to me as his own idea. He told me it was not anything official, and that he was simply trying to come up with a solution.

7. Prior to that telephone call, a quitclaim deed had never been raised with me, and to my knowledge as a member of its Board of Directors, the corporation had neither discussed nor considered acquiring the historic Latimer House by quitclaim deed. The subject of a quitclaim deed for the historic Latimer House was first raised to me by Mr. Harris during that call.

8. I make this statement freely and voluntarily, of my own knowledge, and for no purpose other than to state truthfully what was said to me and when.



William M. McClard

Date: 7-30-26

West's Tennessee Code Annotated
Title 5. Counties
Chapter 5. County Legislative Bodies
Part 1. Substantive Provisions

T. C. A. § 5-5-121

§ 5-5-121. Powers; buildings

Currentness

The county legislative bodies have power to erect or control, and dispose of public county buildings, as provided in chapter 7 of this title.

Credits
1978 Pub.Acts, c. 934, § 15.

Formerly § 5-523.

T. C. A. § 5-5-121, TN ST § 5-5-121
Current with laws from the 2022 Second Regular Sess. of the 112th Tennessee General Assembly. Pursuant to §§ 1-1-110, 1-1-111, and 1-2-114, the Tennessee Code Commission certifies the final, official version of the Tennessee Code and, until then, may make editorial changes to the statutes. References to the updates made by the most recent legislative session should be to the Public Chapter and not to the T.C.A. until final revisions have been made to the text, numbering, and hierarchical headings on Westlaw to conform to the official text. Unless legislatively provided, section name lines are prepared by the publisher.

End of Document

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West's Tennessee Code Annotated
Title 5. Counties
Chapter 7. County Buildings and Property

T. C. A. § 5-7-106

§ 5-7-106. Construction and maintenance costs; tax levy

Currentness

The county buildings are to be erected and kept in order and repair at the expense of the county, under the direction of the county legislative body, and it may levy a special tax for this purpose.

Credits
Formerly § 5-706.

T. C. A. § 5-7-106, TN ST § 5-7-106
Current with laws from the 2022 Second Regular Sess. of the 112th Tennessee General Assembly. Pursuant to §§ 1-1-110, 1-1-111, and 1-2-114, the Tennessee Code Commission certifies the final, official version of the Tennessee Code and, until then, may make editorial changes to the statutes. References to the updates made by the most recent legislative session should be to the Public Chapter and not to the T.C.A. until final revisions have been made to the text, numbering, and hierarchical headings on Westlaw to conform to the official text. Unless legislatively provided, section name lines are prepared by the publisher.

End of Document

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Tenn. Code Ann. § 5-7-116

Copy Citation

Current through the 2022 Regular Session.

TN - Tennessee Code Annotated Title 5 Counties Chapter 7 County Buildings and Property

5-7-116. Leasing.

Each county may lease land or existing buildings owned by the county to any person, corporation, partnership or association for such consideration and upon such terms as in the judgment of the governing body are in the interest of the county.

History

Acts 1983, ch. 233, § 1.

West's Tennessee Code Annotated
Title 12. Public Property, Printing and Contracts
Chapter 2. Administration and Disposition of State Property
Part 5. Sale of Surplus Public Property

T. C. A. § 12-2-501

§ 12-2-501. Sale of property of architectural, archaeological, artistic, cultural, historical, natural or scenic significance

Effective: April 12, 2013
Currentness

Notwithstanding any rule, regulation or other law to the contrary, any county, metropolitan government, municipality or other political subdivision of this state, upon majority vote of the local legislative body, may dispose of real property or personal property by private negotiation and sale where:

(1) The real or personal property is significant for its architectural, archaeological, artistic, cultural or historical associations, or significant for its relationship to other property significant for architectural, archaeological, artistic, cultural or historical associations, or significant for its natural, scenic or open condition;

(2) The real or personal property is to be sold to a nonprofit corporation or trust whose purposes include the preservation or conservation of real or personal properties of architectural, archaeological, artistic, cultural, historical, natural or scenic significance; and

(3) A preservation agreement or conservation agreement is placed in the deed conveying the property from the county, metropolitan government, municipality or other political subdivision of this state to the nonprofit corporation or trust. The nonprofit corporation or trust shall only dispose of or use such real or personal property subject to covenants or other legally binding restrictions that will promote the preservation or conservation of the property, and, where appropriate, secure rights of public access.

Credits
2013 Pub.Acts, c. 115, § 1, eff. April 12, 2013.

Notes of Decisions (1)

T. C. A. § 12-2-501, TN ST § 12-2-501
Current with laws from the 2022 Second Regular Sess. of the 112th Tennessee General Assembly. Pursuant to §§ 1-1-110, 1-1-111, and 1-2-114, the Tennessee Code Commission certifies the final, official version of the Tennessee Code and, until then, may make editorial changes to the statutes. References to the updates made by the most recent legislative session should be to the Public Chapter and not to the T.C.A. until final revisions have been made to the text, numbering, and hierarchical headings on Westlaw to conform to the official text. Unless legislatively provided, section name lines are prepared by the publisher.

End of Document

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You successfully submitted your Form 1023 user fee payment to Pay.gov and the details are below. For information on the status of your application, visit IRS.gov and search for Where's My Application. If you submitted your application before the date indicated on that page and haven't been contacted, you can call the toll-free Customer Account Services number, Monday through Friday, 8 a.m. - 5 p.m. (local time), at 877-829-5500 to check on the status. You will need the information specified on the Where's My Application page, including your name and employer identification number (EIN), when calling.

Receipt

Tracking Information

Pay.gov Tracking ID: 284LR5EP

Agency Tracking ID: 77466583143

Form Name: Application for Recognition of Exemption Under Section 501(c)(3)

Application Name: Form 1023

Payment Information

Payment Type: Debit or credit card

Payment Amount: $600.00

Transaction Date: 07/30/2026 09:32:33 PM EDT

Payment Date: 07/30/2026

Account Information

Cardholder Name: Jim Latimer

Card Type: [redacted]

Card Number: **********[redacted]

Division of Business and Charitable Organizations
Department of State
State of Tennessee
312 Rosa L. Parks Avenue, 6th Floor
Nashville, Tennessee 37243
Phone: 615-741-2286
tncab.tnsos.gov/portal/

Tre Hargett
Secretary of State

JIM LATIMER
1578 LATIMER LANE
HENDERSONVILLE, TN 37075, USA

03/17/2026

Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepencies.

Entity Name:	FRIENDS OF THE LATIMER HOUSE AT THE WILLIAM AND MARTHA BROWN PARK		
SOS Control #:	002094753	Initial Filing Date:	03/14/2026
Entity Type:	Nonprofit Corporation	Formation Locale:	TENNESSEE
Status:	Active	Duration Term:	Perpetual
Fiscal Year Close:	December	Annual Report Due:	04/01/2027
Business County:	Sumner		
Benefit Type:	Public Benefit Corporation	Religious Type:	Non-Religious

Document Receipt

Receipt #: 2026-303821	Filing Fee:	$100.00
Payment: eCheck - 3917317950		$100.00

Registered Agent Address:
JIM LATIMER
1578 LATIMER LN
HENDERSONVILLE, TN 37075

Principal Office Address:
1578 LATIMER LN
HENDERSONVILLE, TN 37075
Sumner County, USA

Congratulations on the successful filing of your Charter Nonprofit Corporation for **FRIENDS OF THE LATIMER HOUSE AT THE WILLIAM AND MARTHA BROWN PARK** in the State of Tennessee which is effective **03/14/2026**. You must also file this document in the office of the Register of Deeds in the county where the entity has its principal office if such principal office is in Tennessee. Please visit the Tennessee Department of Revenue website (www.tn.gov/revenue) to determine your online tax registration requirements. If you need to obtain a Certificate of Existence for this entity, you can request, pay for, and receive it from our website.

You must file an Annual Report with this office on or before the Annual Report Due Date noted above and maintain a Registered Office and Registered Agent. Failure to do so will subject the business to Administrative Dissolution/Revocation.

Tre Hargett
Secretary of State

Tracking Number
B2026240892

Charter Nonprofit Corporation

Division of Business and Charitable Organizations
Department of State
State of Tennessee
312 Rosa L. Parks Avenue, 6th Floor
Nashville, Tennessee 37243
Phone: 615-741-2286
tncab.tnsos.gov/portal/

Control #: 002094753
Filed: 03/14/2026 10:02 AM
Tre Hargett
Secretary of State

Tre Hargett
Secretary of State

Entity Information

Entity Name: FRIENDS OF THE LATIMER HOUSE AT THE WILLIAM AND MARTHA BROWN PARK

Entity Type: Nonprofit Corporation

Fiscal Year Ending Month: December

Additional Designation: *(No additional designation)*

Principal Office Address
1578 LATIMER LN
HENDERSONVILLE, TN 37075
Sumner County, USA

Mailing Address
1578 LATIMER LN
HENDERSONVILLE, TN 37075
Sumner County, USA

Will this filing have a delayed effective date?
☐ Yes ☑ No

Period of Duration:
Perpetual

Nature of Business (NAICS):
712120 - Historical Sites
813410 - Civic and Social Organizations
813319 - Other Social Advocacy Organizations

This corporation is a:
☑ Public Benefit Corporation ☐ Mutual Benefit Corporation
☐ Religous Corporation ☑ Not Religous Corporation

This corporation will:
☑ Have Members ☐ Not Have Members

Provisions regarding the distribution of assets upon dissolution:

Upon dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or shall be distributed to the federal government or to a state or local government for a public purpose.

Other Provisions:

This corporation is organized exclusively for charitable, educational, and historic preservation purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code. The organization exists to support the preservation, restoration, interpretation, and public education associated with the historic Latimer House located at the William and Martha Brown Park in Sumner County, Tennessee. The organization exists to preserve and promote one of Sumner County's historic structures and its surrounding landscape for the education and enjoyment of present and future generations.

Do you have additional uploads you would like to attach to this filing?
☐ Yes ☑ No

Incorporators

JIM LATIMER
1578 LATIMER LN
HENDERSONVILLE, TN 37075, USA

Registered Agent Information

JIM LATIMER
1578 LATIMER LN
HENDERSONVILLE, TN 37075
Sumner County, USA

Incorporator's Signature

☑ By entering my name in the space provided below, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day.

☑ The undersigned, acting as incorporator of the nonprofit corporation under the provisions of the Tennessee Nonprofit Corporation Act, adopt the above Articles of Incorporation.

Signed Electronically: JIM LATIMER **Date:** 03/14/2026

Division of Business and Charitable Organizations
Department of State
State of Tennessee
312 Rosa L. Parks Avenue, 6th Floor
Nashville, Tennessee 37243
Phone: 615-741-2286
tncab.tnsos.gov/portal/

Tre Hargett
Secretary of State

Date: 03/14/2026 **Invoice:** 2026-303821

Customer Information

JIM LATIMER

FRIENDS OF THE LATIMER HOUSE AT THE WILLIAM AND MARTHA BROWN PARK

1578 LATIMER LANE
HENDERSONVILLE, TN 37075, USA

Tracking #	Description	Amount Paid
B2026240892	Charter Nonprofit Corporation for FRIENDS OF THE LATIMER HOUSE AT THE WILLIAM AND MARTHA BROWN PARK (Corporation Filings)	$ 100.00

Payment Details

Fee Total:	$ 100.00
Payment Total:	$ 100.00
Amount Due:	$ 0.00

Payment Method

Payment Type: eCheck

Check/Confirmation Number: 3917317950

FRIENDS OF THE LATIMER HOUSE AT THE WILLIAM AND MARTHA BROWN PARK

Entity Type: Nonprofit Corporation
Formed in: TENNESSEE
Term of Duration: Perpetual
Religious Type: Non-Religious
Benefit Type: Public Benefit Corporation

Status: Active
Control Number: 002094753
Initial Filing Date: 3/14/2026 10:02:31 AM
Fiscal Ending Month: December
AR Due Date: 04/01/2027

Registered Agent	Principal Office Address	Mailing Address
JIM LATIMER 1578 LATIMER LN HENDERSONVILLE, TN 37075	1578 LATIMER LN HENDERSONVILLE, TN 37075	1578 LATIMER LN HENDERSONVILLE, TN 37075

AR Standing: Good	RA Standing: Good	Other Standing: Good	Revenue Standing: N/A

History (1)

IRS Notice CP575E

Department Of the Treasury
Internal Revenue Service
Philadelphia, PA 19255-0023
Important Information - Please Read

FRIENDS OF THE LATIMER HOUSE AT THE
WILLIAM AND MARTHA BROWN PARK
FRIENDS OF THE LATIMER HOUSE
1578 LATIMER LANE
HENDERSONVILLE, TN 37075

March 14, 2026

We assigned you an employer identification number (EIN)

Your EIN is **41-4875485**. The name control associated with this EIN is **FRIE**.

What you need to do

- If you did **not** apply for this EIN, visit IRS.gov/EINNotRequested.
- Use this EIN and your name exactly as they appear above when you fill out your tax returns. Otherwise, it may cause delays. Keep a copy of this notice for your records because we'll only send it to you once. You can share a copy with future officers of your organization or anyone asking for proof of your EIN. If your name or address is incorrect as shown, send the correct information to the address at the top of this notice.

What you need to know

When you applied for an EIN, you said your organization is a non-profit. Getting an EIN doesn't mean you're automatically tax-exempt. You must apply specifically for tax-exempt status. You can find more information about the application process in Publication 557, Tax-Exempt Status for Your Organization.

To apply for recognition of tax-exempt status, organizations must complete an application on one of the following forms:

- Form 1023, Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code;
- Form 1023-EZ, Streamlined Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code;
- Form 1024, Application for Recognition Under Section 501(a); or
- Form 1024-A, Application for Recognition of Exemption Under Section 501(c)(4) of the Internal Revenue Code.

Most organizations claiming tax-exempt status must file a Form 990 series annual information return (Form 990, 990-EZ, or 990-PF) or notice (Form 990-N) beginning with the year they legally form, even if they have not yet applied for or received recognition of tax-exempt status.

If you become tax-exempt, you'll lose that status if you don't file a required return or notice for three years in a row. There are some exceptions, but generally, you need to file every year. We start counting those three years from the date we gave you your EIN. If the first tax year isn't a full twelve months, you still need to file a return for that year. If your organization didn't legally form in the same tax year you received your EIN, contact us.

For the most current information on your filing requirements and other important information, visit IRS.gov/Charities.

Additional Information

- Refer to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business, for tips on keeping your EIN safe.

- Find tax forms or publications by visiting IRS.gov/Forms or by calling 800-TAX-FORM (800-829-3676).
- Call us at 800-829-4933 if you can't find what you need online. If you prefer, you can write to the address at the top of this notice.