SUMNER COUNTY COMMISSION

355 N. Belvedere Drive
Gallatin, Tennessee 37066-5410

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

Commissioners

Terry Moss- 1

Terry Wright- 2

Mark Harrison- 3

Dillon Lamberth- 4

Darrell Rogers- 5

David Klein- 6

Danny Sullivan- 7

Baker Ring- 8

Mary Genung- 9

Benjamin A. Harris- 10

Kevin Pomeroy- 11

Deborah Holmes- 12

Terri Boyt- 13

Jamie Teachenor- 14

J. Wes Wynne- 15

Jeremy Mansfield- 16

Robert B Brown III- 17

Don Schmit- 18

Shannon Burgdorf- 19

Merrol Hyde- 20

Jerry F. Becker- 21

Matthew Shoaf- 22

Tim Jones- 23

Chrissi S. Miller- 24

AGENDA
GENERAL OPERATIONS COMMITTEE
Special Called Meeting
August 11, 2026
6:30 p.m.
Ben Harris, Chairman

1. **Call to Order**
2. **Invocation**
3. **Approval of Agenda**
4. **Recognition of the Public****
5. **Old Business**
6. **New Business**
   a. Brown Property Proposal
      i. Quitclaim Deed Option
         - Original draft **(Pages 2-5)**
         - Commissioner Jones draft **(Pages 6-9)**
      ii. Lease Option
         - Original draft **(Pages 10-15)**
         - Commissioner Jones draft **(Pages 16-22)**
      iii. Restricted Fund Agreement **(Pages23-26)**
7. **Recognition of the Public (Non-agenda Items)****
8. **Adjournment**

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

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:

Gallatin, Tennessee 37066

Send Tax Bills To:
New Owner

Map-Parcel Number:
PARCEL ID:

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:

Gallatin, Tennessee 37066

Send Tax Bills To:
New Owner

Map-Parcel Number:
PARCEL ID:

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: _____

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:

Gallatin, Tennessee 37066

Send Tax Bills To:
New Owner

Map-Parcel Number:
PARCEL ID:

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: _____