

Jule Bryson

CUMBERLAND COUNTY CLERK

1760 South Main Street • Crossville, TN 38555 • (931) 484-6442 • Fax (931) 484-6440

May 8, 2026

TO: Cumberland County Commission, County Mayor, and News Media
FROM: Jule Bryson, Cumberland County Clerk
SUBJECT: Monday, May 18, 2026
Regular Monthly Meeting of the Cumberland County Commission

Take notice, the Cumberland County Commission, the governing body of Cumberland County, will meet in regular, open and public session at 6:00 PM on Monday, May 18, 2026.

The meeting will be held in the **Large Courtroom on the third floor of the Cumberland County Courthouse, located at 2 North Main Street, Crossville, Tennessee.** At that time and place, the Cumberland County Commission will consider all public business that may lawfully come before the body.

Members of the public who wish to speak may do so during the "Comments by the General Public" portion of the meeting by coming forward and addressing the Commission.

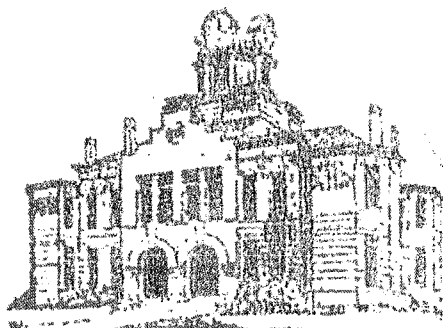
This public notice is provided pursuant to Title 8, Chapter 44, Part 1 of the Tennessee Code Annotated, and all other applicable requirements of the County.

Attached is a copy of the agenda as of this date. We look forward to seeing you there.

Jule Bryson
Cumberland County Clerk

/cwt

Enclosures



CUMBERLAND COUNTY COMMISSION MONTHLY MEETING AMENDED AGENDA

Monday, May 18, 2026

6:00 O'CLOCK P.M.

1. Call to order: Chairperson or Cumberland County Sheriff
2. Invocation
3. Pledge to the Flag of the United States of America
4. Roll Call: Cumberland County Clerk Jule Bryson
5. Approval of May 18, 2026 Cumberland County Commission Meeting Agenda
6. Approval of April 20, 2026 Cumberland County Commission Meeting Minutes
7. Special recognitions, memorials, etc.
8. Comments by the General Public
9. Unfinished Business
10. New Business:

RESOLUTION 05-2026-1 – TO APPOINT ADDITIONAL MEMBER TO THE CUMBERLAND COUNTY BOARD OF EQUALIZATION (FOSTER)

RESOLUTION 05-2026-2 – APPOINTING A MEMBER TO FILL A VACANCY ON THE FINANCIAL MANAGEMENT & PURCHASING COMMITTEE (FOSTER)

RESOLUTION 05-2026-3 – GENERAL FUND, BUDGET AMENDMENT, FIRE DEPARTMENT (WILSON)

RESOLUTION 05-2026-4 – FEDERAL PROGRAM SCHOOL FUND, BUDGET AMENDMENT, SALARY & BENEFITS LINE (MALL)

RESOLUTION 05-2026-5 – FEDERAL PROGRAM SCHOOL FUND, BUDGET AMENDMENT, FEDERAL 911 REALLOCATIONS (MALL)

RESOLUTION 05-2026-6 – FEDERAL PROGRAM SCHOOL FUND, BUDGET AMENDMENT, FEDERAL IDEA 901 REALLOCATION (MALL)

RESOLUTION 05-2026-7- GENERAL PURPOSE SCHOOL FUNDS, BUDGET AMENDMENT, REVISION (MALL)

RESOLUTION 05-2026-8 – GEAR UP STATE/FEDERAL FUNDED, BUDGET AMENDMENT, GEAR UP GRANT REVISION (MALL)

RESOLUTION 05-2026-9 – GENERAL PROGRAM SCHOOL FUND, BUDGET AMENDMENT, LEGAL SERVICES APPROPRIATIONS (MALL)

RESOLUTION 05-2026-10 – GENERAL PROGRAM SCHOOL FUND, BUDGET AMENDMENT, TVA ENERGY RIGHT GRANT FOR NORTH CUMBERLAND ELEMENTARY (MALL)

RESOLUTION 05-2026-11 – RECRUITMENT AND RETENTION GRANT, BUDGET AMENDMENT, REALLOCATION (MALL)

CUMBERLAND COUNTY COMMISSION MONTHLY MEETING AMENDED AGENDA

**RESOLUTION 05-2026-12 – GENERAL PROGRAM SCHOOL FUND, BUDGET AMENDMENT,
UPDATING STUDENT TECHNOLOGY DEVICES (MALL)**

**RESOLUTION 05-2026-13 – APPROVING AN ENERGY SITING AGREEMENT BETWEEN SR
COPELAND, LLC, SILICON RANCH CORPORATION, AND CUMBERLAND COUNTY
(SHERRILL)**

**RESOLUTION 05-2026-14 – TO APPROVE EASEMENT DEEDS FOR THE CITY OF CROSSVILLE
TRAFFIC SIGNAL REPLACEMENT PROJECT AND AUTHORIZE COUNTY MAYOR TO
SIGN AGREEMENT (FOSTER)**

**RESOLUTION 05-2026-15 – CUMBERLAND COUNTY COMMISSION TO APPROVE THE
UPDATED CUMBERLAND COUNTY PARKS AND RECREATION MASTER PLAN
(FOSTER)**

11. County Official Reports
12. County Attorney Report
13. Standing Committee Reports
14. Statutory Committee Reports
15. Election of Notaries, Appointments, and Confirmations
16. Announcements and Statements
17. Adjournment

**A RESOLUTION TO APPOINT ADDITIONAL MEMBER TO THE
CUMBERLAND COUNTY BOARD OF EQUALIZATION**

WHEREAS, during a review of Tennessee Code Annotated provisions governing county boards of equalization, the Cumberland County Property Assessor determined that Cumberland County is required to have five (5) members and, because the City of Crossville has a population exceeding ten thousand (10,000) residents, the City is entitled to one (1) additional representative for a total of six (6) members; and

WHEREAS, at the last meeting, April 2026, of the Cumberland County Commission, a total of five (5) members were appointed, and an additional appointment is now required to comply with state law and ensure proper representation;

NOW, THEREFORE BE IT RESOLVED, by the Cumberland County Commission meeting in regular session this the 18th day of May, 2026, hereby confirm the appointments of **Craig Clark**.

NOW, THEREFORE BE IT RESOLVED, by the Cumberland County Board of Commissioners meeting in Regular Session this 18th day of May, 2026, appoint the following to the Cumberland County Board of Equalization.

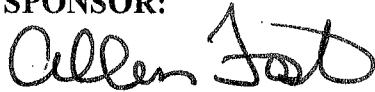
Willie Freeman	Expires- April 30, 2028
Bill Hargis	Expires- April 30, 2028
Daniel Husk	Expires- April 30, 2028
Teddy Wanamaker	Expires- April 30, 2028
Jim Inman	Expires- April 30, 2028
Craig Clark	Expires-April 30, 2028

BE IT FURTHER RESOLVED, as a condition of appointment or continued service, county board of equalization members and county hearing officers shall complete a minimum of four (4) hours of annual training to include board governance, open meetings requirements, and other topics reasonably related to the duties of the members of the county board of equalization, as provided by the Comptroller of the Treasury.

BE IT FURTHER RESOLVED, this Resolution shall be effective upon its passage and approval, the public welfare requiring it.

On this 18th day of May, 2026

SPONSOR:



County Mayor

APPROVED:

County Mayor

ATTEST:

County Clerk

RESOLUTION NO. 05-2026-2

**RESOLUTION APPOINTING A MEMBER TO FILL A VACANCY ON THE
FINANCIAL MANAGEMENT & PURCHASING COMMITTEE**

WHEREAS, the County Financial Management Committee consists of seven (7) members: The County Mayor, Road Superintendent, Director of Schools, and four (4) members elected by the Commission for one (1) year terms each September; and

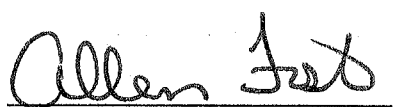
WHEREAS, at the September 2025 Commission meeting, Second District County Commissioner Nancy Hyder was elected to serve on the committee; and

WHEREAS, Commissioner Hyder passed away on Sunday, April 5, 2026, leaving a vacancy on the committee; and

WHEREAS, Mayor Foster has selected Sixth District County Commissioner Joe Sherrill to fill the vacancy with term to expire August 31, 2026.

NOW, THEREFORE, BE IT RESOLVED by the Cumberland County Commission meeting in regular session that Sixth District Commissioner Joe Sherrill be appointed to fill the current vacancy on the Financial Management & Purchasing Committee, term to expire August 31, 2026.

Adopted this 18th day of May.


SPONSOR

APPROVE

ATTEST

RESOLUTION # 05-2026-3

**CUMBERLAND COUNTY, TENNESSEE
General Fund**

To the Cumberland County Commission meeting in regular session this 18th Day of May, 2026:

Whereas, private citizens have donated monies to fund part of the cost associated with the operation of the Cumberland County Fire Department.

Therefore, be it resolved that the following budget amendment be adopted by the Cumberland County Commission.

FIRE DEPARTMENT

Increase Revenue:

101-48610	Donations	\$5,000.00
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Increase Expenditures:

101-54310-499	Other Supplies	\$5,000.00
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Sponsor: 
County Commissioner

Approval: _____
County Mayor

Attest: _____
County Clerk

Budget Committee Vote:

Ayes: 9 Nays: 0 Abstain: 0

RESOLUTION # 05-2026-4

Cumberland County, Tennessee
Federal Program School Fund

WHEREAS, the Federal 891 budget requires revision to increase Salary & Benefits Lines

THEREFORE, be it resolved, by the Cumberland County Board of Education meeting on this 23rd day of April 2026, that the following budget amendment be adopted:

Federal Budget Amendment

Decrease Expenditures

142-891-71200-163	Educational Assistants	\$	5,000.00
142-891-72220-524	Staff Development	\$	3,000.00
Total Decrease of Expenditures		\$	<u>8,000.00</u>

Increase Expenditures

142-891-71200-499	Other Supplies and Materials	\$	8,000.00
Total Increase of Expenditures		\$	<u>8,000.00</u>

SPONSORED BY: [Signature]
BOE Member

APPROVED BY: [Signature]
Chairman of the Board

ATTEST: [Signature] Ayes: 11 Nays: 0 Abstain: 0
Director of Schools

Sponsor: [Signature]
County Commissioner

Approval: _____
County Mayor

Attest: _____
County Clerk

Budget Committee Vote:
Ayes: 9 Nays: 0 Abstain: 0

RESOLUTION # 05-2026-5
Cumberland County, Tennessee
Federal Program School Fund

WHEREAS, the Federal 911 budget requires reallocation of funds

THEREFORE, be it resolved, by the Cumberland County Board of Education meeting on this 23rd day of April 2026, that the following budget amendment be adopted:

Federal Budget Amendment

Decrease Expenditures

142-911-71200-163	Educational Assistants	\$	1,500.00
Total Decrease of Expenditures		\$	1,500.00

Increase Expenditures

142-911-71200-201	Social Security/Medicare	\$	500.00
142-911-72220-322	Evaluation & Testing	\$	1,000.00
Total Increase of Expenditures		\$	1,500.00

SPONSORED BY:
[Signature]
BOE Member

APPROVED BY:
[Signature]
Chairman of the Board

ATTEST:
[Signature]
Director of Schools

Ayes: 6 Nays: 0 Abstain: 0

Sponsor: [Signature]
County Commissioner

Approval: _____
County Mayor

Attest: _____
County Clerk

Budget Committee Vote:
Ayes: 9 Nays: 0 Abstain: 0

RESOLUTION # 05-2026-6

Cumberland County, Tennessee
Federal Program School Fund

WHEREAS, the Federal IDEA 901 budget requires revision to reallocate funds.

THEREFORE, be it resolved, by the Cumberland County Board of Education meeting on this 23rd day of April 2026, that the following budget amendment be adopted:

Federal Budget Amendment

Decrease Expenditures

142-901-71200-163	Educational Assistants	\$	65,000.00
142-901-71200-207	Medical Insurance	\$	40,000.00
142-901-71200-499	Other Supplies & Materials	\$	55,000.00
142-901-72220-207	Medical Insurance	\$	5,000.00
Total Decrease of Expenditures		\$	<u>165,000.00</u>

Increase Expenditures

142-901-71200-312	Contracts w/ Private Agencies	\$	87,500.00
142-901-71200-399	Other Contracted Service	\$	72,500.00
142-901-72220-189	Other Salaries & Wages	\$	5,000.00
Total Increase of Expenditures		\$	<u>165,000.00</u>

SPONSORED BY:

[Signature]
BOE Member

APPROVED BY:

[Signature]
Chairman of the Board

ATTEST:

[Signature]
Director of Schools

Ayes: 6 Nays: 0 Abstain: 0

Sponsor:

[Signature]
County Commissioner

Approval: _____

County Mayor

Attest: _____

County Clerk

Budget Committee Vote:

Ayes: 9 Nays: 0 Abstain: 0

Cumberland County, Tennessee

General Purpose School Fund

WHEREAS the General Budget for 2025-2026 required a revision to account for a change in needs.

THEREFORE, be resolved by the Cumberland County Board of Education meeting on this 23rd day of April 2026, and by the Cumberland County Commission meeting on this 18th day of May 2026, that the following budget be adopted:

Decrease Expenditures:

141-71300-449 Textbooks \$ 9,000.00

141-71300-706 Building Construction \$ 16,000.00

Total Decrease: \$ 25,000.00

Increase Expenditures:

141-72230-524 Inservice/Staff Development \$ 25,000.00

Total Increase: \$ 25,000.00

SPONSORED BY:

Scott Van Hill
Chairman of the Board

APPROVED BY:

Shannon L. Grib
BOE Member

ATTEST:

Rebecca Jolley
Director of Schools

Ayes: 16 Nays: 0 Abstain: 0

Sponsor: Rebecca Jolley
County Commissioner

Approval: _____
County Mayor

Attest: _____
County Clerk

Budget Committee Vote: Ayes: 9 Nays: 0 Abstain: 0

Amendment # 05-2026-8
Cumberland County, Tennessee
GEAR UP State / Federally Funded

WHEREAS, the Gear Up Grant requires a revision due to a change in needs.

THEREFORE, be it resolved, by the Cumberland County Board of Education meeting on this 23rd day of April 2026 and by the Cumberland County Commission meeting on this 18th day of May 2026, that the following budget amendment be adopted:

STATE / FEDERAL GRANT: GEAR UP

Increase Expenditures:

141-71300-429-GEAR	Instructional Supplies & Materials	\$ 5,000.00
	Total Increase	\$ 5,000.00

Decrease Expenditures:

141-72130-524-GEAR	In-Service /Staff Development	\$ 5,000.00
	Total Decrease	\$ 5,000.00

SPONSORED BY:

Sam L. Ford
BOE Member

APPROVED BY:

Scott K. White
Chairman of the Board

ATTEST:

Rebecca Stanley
Director of Schools

Ayes: 6 Nays: 0 Abstain: 0

Sponsor:

Allen White
County Commissioner

Approval:

County Mayor

Attest:

County Clerk

Budget Committee Vote: Ayes: 9 Nays: 0 Abstain: 0

Resolution #. 05-2026-9

Cumberland County, Tennessee
General Program School Fund

WHEREAS, the approved FY 2026 budget for the Cumberland County Board of Education included appropriations for legal services based on estimated costs; and

WHEREAS, actual legal expenditures have exceeded original projections due to unexpected legal matters; and

WHEREAS, it is necessary to reallocate appropriations to ensure adequate funding for operational needs;

NOW, THEREFORE, be it resolved, by the Cumberland County Board of Education, meeting on this 23rd day of April 2026, and by the Cumberland County Commission, meeting on May 18th, 2026, that the following budget amendment be adopted.

General Budget Amendment

Increase Expenditures:

141-72310-331 BOE - Legal Services \$40,000.00

Total Increase in Revenue \$40,000.00

Decrease Expenditures:

141-72210-105 Regular Instructional Support - Supervisor \$40,000.00

Total Increase in Expenditures \$40,000.00

SPONSORED BY:

James L. Galt
BOE Member

APPROVED BY:

Scott Vahle
Chairman of the Board

ATTEST:

Rebecca Garley
Director of School

Ayes: 6 Nays: 0 Abstain: 0

Sponsor:

Allen Hall
County Commissioner

Approval:

County MAYOR

Attest:

County Clerk

Budget Committee Vote

Ayes: 9 Nays: 0 Abstain: 0

Resolution #. 05-2026-10


Cumberland County, Tennessee
General Program School Fund

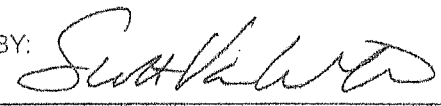
WHEREAS the General budget requires revision to record receipt of the funds from the TVA EnergyRight grant for North Cumberland Elementary.

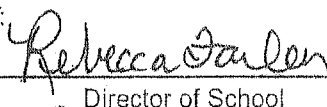
THEREFORE, be it resolved, by the Cumberland County Board of Education meeting on this 23rd day of April 2026, and by the Cumberland County Commission meeting on May 18th, 2026. that the following budget amendment be adopted.

General Budget Amendment

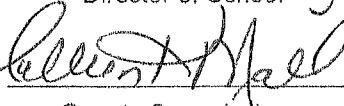
Increase Revenue:		
<u>141-48610</u>	Citizen Group Donation	\$9,980.00
Total Increase in Revenue		\$9,980.00
Increase Expenditures:		
<u>141-71100-429</u>	Instructional Supplies	\$9,980.00
Total Increase in Expenditures		\$9,980.00

SPONSORED BY: 
BOE Member

APPROVED BY: 
Chairman of the Board

ATTEST: 
Director of School

Ayes: 6 Nays: 0 Abstain: 0

Sponsor: 
County Commissioner

Approval: _____
County **MAYOR**

Attest: _____
County Clerk

Budget Committee Vote

Ayes: 9 Nays: 0 Abstain: 0

RESOLUTION # 05-2026-11
Cumberland County, Tennessee
Recruitment and Retention Grant

WHEREAS, the General budget requires revision to reallocate the Recruitment-Retention Award.

THEREFORE, be it resolved, by the Cumberland County Board of Education meeting on this 23rd day of April, 2026, that the following budget amendment be adopted:

Recruitment and Retention Grant - RRA

Decrease Expenditures

141-72220-201-RRA	Social Security/Medicare	\$	65.71
141-72220-204-RRA	State Retirement	\$	378.31
141-72220-217-RRA	Re-Hybrid Stabilization	\$	144.75
Total Decrease in Expenditures		\$	<u>588.77</u>

Increase Expenditures

141-72220-124-RRA	Psychological Personnel	\$	588.77
Total Increase in Expenditures		\$	<u>588.77</u>

SPONSORED BY: [Signature]
BOE Member

APPROVED BY: [Signature]
Chairman of the Board

ATTEST: [Signature] Ayes: 6 Nays: 0 Abstain: 0
Director of Schools

Sponsor: [Signature]
County Commissioner

Approval: _____
County Mayor

Attest: _____
County Clerk

Budget Committee Vote:
Ayes: 9 Nays: 0 Abstain: 0

Resolution #, 05-2026-12

Cumberland County, Tennessee
General Program School Fund

WHEREAS, the Cumberland County Board of Education is committed to replacing and updating student technology devices as needed; and

WHEREAS, the Board has identified the need to purchase chromebooks for students during this fiscal year due to the vendor not being able to provide a quote that extends into fiscal year 2027; and

WHEREAS, sufficient fund balance is available to support this one-time expenditure without adversely affecting the financial stability of the district;

NOW, THEREFORE, BE IT RESOLVED that the Cumberland County Board of Education, meeting on this 23rd day of April 2026, hereby amends its General Purpose School Fund budget to appropriate fund balance in the amount not exceeding \$475,000 for the purpose of purchasing chromebooks to ensure availability for the students.

BE IT FURTHER RESOLVED, that the following budget amendment be adopted by the Cumberland County Commission, meeting in regular session on this 18th day of May 2026.

General Budget Amendment

<u>Decrease</u>		
141-39000	Fund Balance	\$475,000.00
Total Decrease		\$475,000.00
<u>Increase Expenditures:</u>		
141-72520-790	Regular Instruction Equipment	\$475,000.00
Total Increase in Expenditures		\$475,000.00


SPONSORED BY:


BOE Member

APPROVED BY:


Chairman of the Board

ATTEST:


Director of Schools

Ayes: 6 Nays: 0 Abstain: 0

Sponsor:


County Commissioner

Approval: _____

County MAYOR

Attest: _____

County Clerk

Budget Committee Vote

Ayes: 9 Nays: 0 Abstain: 0

RESOLUTION NO. 05-2026-13

RESOLUTION APPROVING AN ENERGY SITING AGREEMENT BETWEEN SR COPELAND, LLC, SILICON RANCH CORPORATION, AND CUMBERLAND COUNTY

WHEREAS, Cumberland County, Tennessee is authorized pursuant to the laws of the State of Tennessee to enter into agreements that promote economic development, responsible land use, and energy infrastructure improvements within the County; and

WHEREAS, SR Copeland, LLC proposes to develop, construct, own, and operate a solar photovoltaic electric generating facility and related generation tie line within Cumberland County, Tennessee, on approximately 1,656.5 acres identified as Map and Parcel Numbers 060 001.00 and 060 002.00; and

WHEREAS, Silicon Ranch Corporation is the owner of the subject property and parent company of the Developer; and

WHEREAS, the proposed project will require substantial coordination with the Tennessee Valley Authority for interconnection to the electrical grid and is expected to provide economic development benefits, infrastructure investment, employment opportunities, and additional revenues to Cumberland County; and

WHEREAS, the Energy Siting Agreement establishes project requirements including setbacks and vegetative buffers, third-party construction inspections, road repair obligations, emergency responder access, decommissioning requirements, and a community benefit fee to Cumberland County in the amount of Two Hundred Thirty Thousand Dollars (\$230,000); and

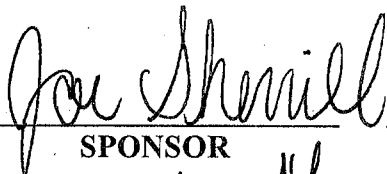
WHEREAS, this agreement was presented at the Environmental Committee meeting on May 7, 2026 and a motion was made and carried to recommend the agreement to the Cumberland County Commission for approval; and

WHEREAS, the Cumberland County Commission finds that approval of the Energy Siting Agreement is in the best interest of Cumberland County and its citizens.

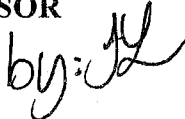
NOW, THEREFORE, BE IT RESOLVED by the Cumberland County Commission meeting in regular session, that this Energy Siting Agreement between SR Copeland, LLC, Silicon Ranch Corporation, and Cumberland County, Tennessee, is hereby approved.

BE IT FURTHER RESOLVED that the County Mayor is hereby authorized to execute the Energy Siting Agreement and any related documents necessary to carry out the intent of this Resolution, subject to review and approval by the County Attorney.

Approved this 18th day of May, 2026.



SPONSOR

by: 

APPROVE

ATTEST

ENERGY SITING AGREEMENT

This Energy Siting Agreement (the "Agreement"), dated _____, 2026, is between SR COPELAND, LLC (the "Developer"), SILICON RANCH CORPORATION, a Delaware corporation (the "Sponsor"), and CUMBERLAND COUNTY, TENNESSEE (the "County"). The Developer, the Sponsor, and the County may each be referred to as a "Party" or collectively as the "Parties".

RECITALS

A. The Developer is a subsidiary of Silicon Ranch Corporation, a Delaware corporation headquartered at 222 Second Avenue South, Suite 1900, in Nashville, Tennessee (the "Sponsor").

B. The Sponsor owns approximately 1,656.5 acres of land in the County located at Map and Parcel Numbers 060 001.00 and 060 002.00 (the "Land"). The Land, described in more detail on Exhibit B, is owned by the Sponsor and leased to the Developer under a solar ground lease.

C. The Developer desires to develop a solar project on the Land for the production and distribution of solar electricity (the "PV Plant") along with a generation tie line connecting the PV Plant to the power grid (the "Gen-Tie Line," collectively with the PV Plant, the "Project"). The Project, described in more detail on Exhibit A, is owned and operated by the Developer.

D. Development of the Project will require substantial and lengthy coordination with the Tennessee Valley Authority ("TVA") to ensure the safe and reliable interconnection of the Project to the electrical grid.

E. Since the development process is expected to take between five and seven years from site selection to commercial operation, the Developer is willing to commit voluntarily to certain zoning-like standards in exchange for greater certainty that the Project will be subject to consistent development standards, including protection from future changes in law.

F. Pursuant to T.C.A. 13-3-413 (the "Vested Rights Act"), an energy project subject to an energy siting agreement, as those terms are defined in T.C.A. § 7-51-2401, is protected against changes to locally adopted or enforced standards, regulations or guidelines applicable to the development of property ("Development Standards").

G. The Parties desire to enter into this Agreement to confirm the Development Standards and fees that will apply to the Project, in exchange for, among other things, Developer agreeing to abide by additional listed standards not otherwise required by law.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows:

1. Energy Siting Agreement. The Parties find that this Agreement meets the eligibility criteria for an energy siting agreement under Tenn. Code Ann. § 5-6-119 (the "Act"), and is a valid, binding, and enforceable energy siting agreement, as that term is defined in the Act.

2. Development Standards. The County certifies that as of the date of this Agreement, no Development Standards apply to the Project except as listed on Exhibit C. The County shall not enforce any other Development Standards against the Project under County ordinances. The Developer acknowledges that this Energy Siting Agreement does not restrict the County's ability to (i) enact any future

zoning or land use regulations for application to future developments not protected by the Vested Rights Act, or (ii) pass or enforce any local laws or regulations in the County not constituting Development Standards, including the rules set forth by the Health and Safety Standards Board. The Developer acknowledges that, notwithstanding the protections afforded by this Energy Siting Agreement under the Vested Rights Act, the Project is still subject to (i) its contractual obligations under this Agreement, (ii) local laws or regulations of general applicability governing the operation of the Project or maintenance of the Land that do not constitute Development Standards, and (iii) all applicable state and federal laws or regulations, including common law nuisance claims. Nothing in this Agreement expands the County's authority beyond or diminishes the Developer's vested property rights established under T.C.A. § 13-3-413. The County retains full authority to exercise its rights as a local government in the circumstances enumerated in T.C.A. § 13-3-413, provided that the County's exercise of such authority shall be conditioned upon strict compliance with all substantive requirements, procedural processes and written determination obligations prescribed by T.C.A. § 13-3-413.

3. Developer's Obligations.

(a) All major equipment included in the PV Plant, including solar panels, will be set back at least 50 feet from neighboring property lines and at least 250 feet from all residential dwelling units existing as of the date of this Agreement. The Developer shall use its best efforts to retain existing natural vegetation in any portion of the 50-foot residential property setback that also falls within the residential dwelling unit setback. Developer shall plant new vegetation in any portions of that buffer area where natural vegetation was removed during construction.

(b) The Developer shall use its best efforts to retain the existing 50-foot buffer of natural vegetation between the PV Plant and Interstate 40 during the construction of the PV Plant. The Developer shall plant new vegetation in any portions of the buffer area where natural vegetation was removed during construction.

(c) Instead of construction inspections being performed by the County, the Developer will be utilizing a third-party inspector, as authorized by T.C.A. § 68-120-101(k)(3). Verification of the third-party inspector's state registration will be submitted to the County at the time of permit application, along with the Project plans and other required permitting information. All applicable inspections required by the County for commercial or industrial projects must be performed by such third-party inspector at the intervals required for commercial or industrial projects, and a corresponding inspection report in the form of Exhibit D must be completed in connection with each inspection and provided to the County on a monthly cadence beginning at the commencement of pile driving and terminating with the completion of racking installation. The County retains its right to access the Project in accordance with applicable law and subject to the Developer's reasonable safety standards and discretion. In no instance should the County be denied access to inspect the project for longer than 24 hours so long as the County complies with Developer's reasonable safety protocols and procedures.

(d) Prior to commencing construction on the Project, the Developer will enter into a Road Repair Agreement with the County in the form of Exhibit E.

(e) The Developer shall ensure that first responders, including but not limited to, fire protection, law enforcement agencies and emergency medical services have access to all parts of the Project and Land as needed to ensure the health, safety and welfare of the public.

(f) The Developer shall pay a community benefit fee to the County in the amount of Two Hundred Thirty Thousand Dollars (\$230,000), one-half (1/2) of which will be due promptly following receipt by the Developer, its contractors or subcontractors of all required local permits, with the remainder due following close-out of all such permits.

4. Role of the Sponsor. If the lease pursuant to which the Developer has the right to develop and operate the Project on the Land (the "Lease") is terminated for any reason without prompt provision for a replacement, the Sponsor shall, from and after the effective date of such termination, be deemed to have stepped into and assumed all of the Developer's obligations under this Agreement. The Parties acknowledge and agree that prior to any such termination of the Lease, the Sponsor shall have no direct liability for the Developer's obligations hereunder.

5. Decommissioning. Following permanent retirement of the Project, the Developer will decommission the Project in accordance with the decommissioning plan attached as Exhibit F, which will ensure the removal of all solar equipment and infrastructure and restoration of the land to a stable, usable condition in a manner that protects public health, safety and the environment (as amended or modified from time to time in accordance with this Section 5, the "Decommissioning Plan"). The Developer reserves the right to modify or amend the Decommissioning Plan; provided that the Developer shall submit any such modification or amendment to the County through written notice; and provided, further, that any modification or amendment that negates the Developer's obligations to remove, or cause the removal of, the solar equipment and infrastructure comprising the Project and to restore the land to a stable, usable condition will be deemed ineffective for the purposes of this Section 5.

6. Term. With the exception of the Decommissioning Plan, which shall survive (as amended from time to time) through and until the completion of the decommissioning of the Project, this Agreement is effective from the date it is approved by the legislative body of the County and will remain in effect for 10 years (the "Term").

7. Modification. Upon prior notice to the County, the Developer may modify the design of the Project as needed for an efficient design that meets all contractual, legal and physical obligations and constraints, including but not limited to changes to the layout of the Project improvements within the property boundaries, as long as the design continues to comply with the Development Standards. The Developer shall not add battery storage or expand the Project beyond the Land without the prior written consent of the County.

8. Notices. All notices, consents, approvals and deliveries ("Notices") shall be made in writing, paid for by the sender, and sent by (a) hand delivery, (b) U.S. Certified Mail (return receipt requested), (c) nationally recognized overnight delivery service (such as Federal Express or UPS), or (d) email, as long as the notice by email is accompanied by at least one of the other preceding methods. All Notices shall be addressed to each Party at its address below (or any other address that each Party may designate from time to time by written notice to the other Parties):

To the Developer: SR Copeland, LLC
c/o Silicon Ranch Corporation
222 Second Avenue South, Suite 1990
Nashville, Tennessee 37201
Attn: Project Development
Email: notices@siliconranch.com

With a copy to: Bradley Arant Boult Cummings LLP
1221 Broadway, Suite 2400
Nashville, Tennessee 37203
Attn: Christopher Bowles
(615) 252-3516
Email: cbowles@bradley.com

To the County: Cumberland County, Tennessee
Attn: Mayor
2 North Main Street, Suite 203
Crossville, Tennessee 38555
(931) 484-6165
Email: mayorfoster@cumberlandcountyttn.gov

With a copy to: Cumberland County Attorney
2 North Main Street, Suite 203
Crossville, Tennessee 38555
Attn: County Attorney

9. Assignment. The Developer may, without the consent of the County, assign or transfer this Agreement; provided, however, that any such assignment or transfer shall be made only in connection with, and contemporaneously with, a transfer or assignment of the Developer's interest in the Project to the same assignee or transferee. Upon any permitted assignment, the assignee shall assume all of the Developer's obligations under this Agreement from and after the effective date of such assignment, and the Developer shall be released from all obligations arising from and after such date. The Sponsor may, without the consent of the County, assign or transfer this Agreement; provided, however, that any such assignment or transfer shall be made only in connection with, and contemporaneously with, a sale of the Sponsor's interest in the Land to the same assignee or transferee. Any purported assignment of this Agreement that is not accompanied by a corresponding transfer of the Developer's or the Sponsor's interest in the Project or the Land, as applicable, to the same party shall be void and of no force or effect. The transferring party shall provide written notice to the County of any such assignment no later than ten (10) days following the effective date of such assignment. The rights and obligations of the Developer and the Sponsor under this Agreement shall run with the land and be binding upon each of the Developer's and the Sponsor's successors and assigns.

10. Severability. If a court of competent jurisdiction or an arbitrator determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected by that determination, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

11. Construction of Agreement. Each of the Parties to this Agreement has agreed to the use of the particular language in this Agreement, and any question regarding the meaning of this Agreement shall not be resolved by any rule that construes the meaning against the draftsman.

12. Default.

(a) County Event of Default. A "County Event of Default" means any attempted enforcement by the County against the Project of Development Standards or fees not listed on Exhibit C or provided for in Section 3 of this Agreement, which attempted enforcement shall be null and void. In the case of a County Event of Default, Developer shall have the right to recover from the County reasonable attorney's fees and costs incurred in enforcing Developer's rights under the Act and this Agreement.

(b) Developer Event of Default. A "Developer Event of Default" means any failure of the Developer to perform the obligations set forth in Section 3 following written notice of such failure and thirty (30) days opportunity to cure as well as the violation of any federal, state or local law that seriously threatens the public health, safety or welfare of the community and the threat cannot be mitigated within a reasonable period of time; provided that if such failure is subject to cure and Developer is, despite

commercially reasonable efforts, unable to complete such cure within such initial thirty (30) day period, Developer shall have an additional sixty (60) days to complete such cure before triggering a Developer Event of Default. Upon a Developer Event of Default, the County shall have all rights and remedies available at law or in equity to enforce Developer's obligations as set forth in this Agreement, including reasonable attorney's fees and costs incurred in enforcing the Developer's obligations; provided that a Developer Event of Default shall not negate the vesting of Developer's property rights pursuant to the Act absent a termination of this Agreement pursuant to a final Court order.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Parties agree that any action or proceeding arising out of or relating to this Agreement shall be filed exclusively in the Chancery Court for Cumberland County, Tennessee.

14. Entire Agreement. This Agreement contains the entire understanding among the Parties with respect to this subject matter and supersedes any prior understandings and agreements between the Parties concerning this subject matter. This Agreement may be amended only by a written instrument executed by all the Parties. There are no representations, agreements, arrangements or understandings, oral or written, between or among the Parties relating to the subject matter which are not fully expressed in this Agreement.

15. Amendments. Any amendment to any provision of this Agreement shall not be effective unless approved by both Parties in writing.

16. Headings. The paragraph headings are inserted only as a matter of convenience and for references, and in no way define, limit, or describe the scope or intent of this Agreement, or in any way affect this Agreement.

17. Authorized Representatives. Any action required by or permitted under this Agreement by any of the Parties may be performed by an authorized representative of the respective Party without further action by the governing body of that Party. The Parties acknowledge that the County cannot be bound to this Agreement without the approval of the Cumberland County Board of Commissioners.

18. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same instrument.

19. Recording. Upon the request of either Party, the Developer shall prepare and the Parties shall execute and record a memorandum of this Agreement in the Office of the Register of Deeds of Cumberland County.

[Signatures on following pages]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

DEVELOPER:

SR COPELAND, LLC

By: _____

Name: _____

Its: _____

COUNTY:

CUMBERLAND COUNTY, TENNESSEE

By: _____

Name: _____

Its: _____

EXHIBIT A

PROJECT DESCRIPTION

EXHIBIT B

LEGAL DESCRIPTION OF THE LAND

EXHIBIT C

DEVELOPMENT STANDARDS

1. Building Permit required under ____ International Building Code
2. Developer shall pay County a Building Permit fee in an amount not to exceed Twenty Thousand Dollars (\$20,000).

EXHIBIT D

FORM OF INSPECTION REPORT

[ATTACHED]

EXHIBIT E

FORM OF ROAD REPAIR AGREEMENT

[ATTACHED]

ROAD REPAIR AGREEMENT

This Road Repair Agreement (the "Agreement") is made and entered into as of _____, _____ (the "Effective Date"), by and between SR COPELAND, LLC, a Delaware limited liability company (the "Developer"), and THE HIGHWAY DEPARTMENT OF CUMBERLAND COUNTY, TENNESSEE, a governmental subdivision of the State of Tennessee (the "County"). Developer and the County may hereafter each be referred to as a "Party" and collectively as the "Parties."

RECITALS

A. The County and the Developer entered into that certain Energy Siting Agreement, dated as of _____ (the "Energy Siting Agreement") which details the County's and the Developer's rights and obligations related to the Developer's solar photovoltaic electric generating facility (the "Project") to be constructed on all or a portion of approximately 1,656 acres of land located in Cumberland County, Tennessee, as more particularly described on Exhibit A attached hereto (the "Land").

B. Pursuant to the terms of the Energy Siting Agreement, the Developer has committed to repair the Project Roads (defined below) following construction of the Project in accordance with the terms of this Agreement.

AGREEMENT

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

1. Preconstruction Investigation. The Developer or the Developer's construction contractors, agents or engineers (collectively, the "Developer Parties") shall provide the County Highway Superintendent (the "Road Superintendent") with a map identifying the routes within the County that will be used during construction of the Project (the "Project Roads"). Prior to commencement of construction, the Developer Parties and the Road Superintendent (collectively, the "Investigation Parties") will investigate the Project Roads and will evaluate the existing state of repair and document any existing damage or substandard conditions by driving and recording video of the Project Roads. The Investigation Parties will record GPS coordinates and dimensions for each area of preexisting damage located on the Project Roads identified during the preconstruction investigation (collectively, the "Preexisting Damaged Areas") as well as capture photographic evidence of all Preexisting Damaged Areas. The Investigation Parties will cooperate to compile all GPS coordinates, measurements and dimensions, and photographic evidence of the Preexisting Damaged Areas into a written memorandum documenting the agreed-upon Preexisting Damaged Areas (the "Preexisting Damage Memo").

2. Postconstruction Investigation. The Developer shall provide written notice to the Road Superintendent stating that construction of the Project is complete. No later than forty-five (45) days following receipt of such written notice to the Road Superintendent, the Investigation Parties shall conduct an evaluation of the Project Roads to determine if the Developer Parties have caused any damage that materially altered the existing state of repair or substandard conditions of any portion of the Project Roads. In the same manner as prior to commencement of construction, the Investigation Parties shall drive the Project Roads and record a video documenting the condition of the Preexisting Damaged Areas and to report any new damage that has materially altered the existing state of repair or substandard conditions of any portion of the Project Roads (collectively, the "Postconstruction Damaged Areas"). The Investigation Parties will record GPS coordinates, measurements and dimensions and photographic evidence for each of the Preexisting Damaged Areas and the Postconstruction Damaged Areas and compile such information

into a written memorandum (the "Postconstruction Damage Memo"). Using the pre- and postconstruction videos, GPS coordinates, and measurements and dimensions of the Preexisting Damaged Areas and Postconstruction Damaged Areas, the Preexisting Damage Memo and the Postconstruction Damage Memo, the Investigation Parties will compare the measurements and conditions of the Preexisting Damaged Areas and the Postconstruction Damaged Areas to determine the extent to which any material changes have occurred to the Preexisting Damaged Areas and whether any Postconstruction Damaged Areas are directly attributable to a Developer Party's actions during construction of the Project. For the avoidance of doubt, any differences between the Preexisting Damaged Areas and the Postconstruction Damaged Areas shall be presumed to be caused, in whole or in part, by the construction of the Project, provided that Developer Parties may rebut this presumption as to material damage caused by third parties by presenting clear and convincing evidence to the Road Superintendent documented promptly following the occurrence of such damage, including, but not limited to, any photographic or video evidence that third parties used the Project Roads to transport heavy materials during construction of the Project. The Investigation Parties shall cooperate and work together in good faith to determine the allocation of the cost to repair any materially altered Preexisting Damaged Areas or Postconstruction Damaged Areas that are directly attributable to Developer Parties' use of the Project Roads during construction of the Project, as applicable (the "Developer Repair Costs"). If the Investigation Parties cannot agree to the amount of the Developer Repair Costs within a reasonable period of time following completion of construction, each Investigation Party may engage a third-party engineer or consultant to assist in making such estimates of the Developer Repair Costs, and the Investigation Parties agree to cooperate and work in good faith to incorporate any such third-party estimates into the final determination of the Developer Repair Costs.

3. Payment of Developer Repair Costs. Developer shall be responsible for paying the lesser of the Developer Repair Costs or Three Hundred Fifty-Nine Thousand (\$359,000), which shall be paid, or caused to be paid, no later than two (2) months following final written determination of the amount of the Developer Repair Costs, as agreed to by the Investigation Parties, in consultation with any third-party engineers or consultants, as applicable. The County agrees and acknowledges that any payment of Developer Repair Costs shall be used by the County and the Road Superintendent exclusively to repair the Project Roads and shall not be used to offset general debts, liabilities or obligations of the County.

4. Complaint Procedure.

(a) General Obligation. The County shall provide Developer with notice of all road damage complaints and concerns arising from construction of the Project, whether received from third parties or identified by the Road Supervisor directly (each, a "Complaint Notice"), and all Complaint Notices shall be handled in accordance with this Section 4. Upon identifying or receiving any third-party complaint regarding road conditions related to the Project, the Road Supervisor shall promptly share a Complaint Notice with Developer's designated contacts identified in Section 7 via email, text message or phone call (so long as the additional information required by this subsection (a) is subsequently provided to Developer). Complaint Notices shall include at minimum, (i) a description and location of the complained issue, (ii) any photographs or other documentation received or readily available to the Road Supervisor and (iii) any available contact information for the complaining party, so that Developer may promptly investigate and work to address the reported condition.

(b) Safety Complaints. If the County determines in good faith that a road condition presents an immediate risk to public safety, the County shall promptly notify Developer's designated contacts identified in Section 7 and clearly state that the Complaint Notice relates to road conditions that the County believes to be unsafe (a "Safety Complaint"). The Parties agree to cooperate in good faith and to act promptly to address any such Safety Complaint. Nothing in this Section 4 shall prevent the County from taking emergency action reasonably necessary to protect public safety in the event of an imminent hazard; provided that the County shall give Developer the opportunity to cure where circumstances

reasonably permit and shall provide Developer with contemporaneous notice of any emergency action taken and the basis therefor.

5. Mutual Cooperation. Each Party agrees to act in good faith and cooperate fully with the other Party in connection with all matters relating to the Project and the obligations of the Parties under the Agreement. The Parties shall communicate openly and in good faith, respond promptly to reasonable requests from the other Party and take such actions as are reasonably necessary to facilitate the ongoing administration of this Agreement, in accordance with consistently applied County policy and Tennessee law. The County will use good faith and best efforts to notify Developer of any planned presentations or public meeting agenda items related to the Project sufficiently in advance notice to allow Developer a reasonable opportunity to attend such meetings.

6. Rights and Remedies. The rights and remedies herein granted to the County are cumulative and in addition to any other rights or remedies that the County may have at law or in equity.

7. Notices. All notices, consents, approvals and deliveries hereunder shall be properly given only if made in writing and sent by hand delivery, U.S. Certified Mail (return receipt requested), nationally recognized overnight delivery service (such as Federal Express or UPS) or by email, if the notice by email is accompanied by at least one of the other foregoing methods, with all delivery charges paid by the sender and in each case addressed to each Party at its address set forth below or, in the case of any such Party, at such other address as such Party may from time to time designate by written notice to the other Parties:

To Developer: SR Copeland, LLC
c/o Silicon Ranch Corporation
222 Second Avenue South, Suite 1990
Nashville, Tennessee 37201
Attn: General Counsel
Email: notices@siliconranch.com and
rob.riley@siliconranch.com

Section 4 Designated Contacts:

Attn: Kaia Harbor
Phone: (540) 460-5669
Email: kaia.harbor@siliconranch.com

Attn: Morey Hill
Phone: (615) 564-0760
Email: morey.hill@siliconranch.com

With a copy to: Bradley Arant Boult Cummings, LLP
1221 Broadway, Suite 2400
Nashville, Tennessee 37203
Attn: Christopher Bowles
(615) 252-3516
Email: cbowles@bradley.com

To the County: Cumberland County Highway Department
Attn: Road Superintendent
83 Northside Lane
Crossville, Tennessee 38555

(931) 484-5424
Email: cohwy@benlomand.net

With a copy to: Cumberland County Attorney
2 North Main Street, Suite 203
Crossville, Tennessee 38555
Attn: County Attorney

8. Severability. If a court of competent jurisdiction or an arbitrator determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

9. Construction of Agreement. Each of the Parties hereto has agreed to the use of the particular language of this Agreement, and any question regarding the meaning of this Agreement shall not be resolved by any rule providing for construction against the Party who caused the uncertainty to exist or against the draftsman.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

11. Entire Agreement. This Agreement contains the entire understanding among the Parties with respect to the matters contained herein and supersedes any prior understanding and agreements between them respecting the within subject matter. This Agreement may be amended only by a written instrument executed by all the Parties. There are no representations, agreements, arrangements or

understandings, oral or written, between or among the Parties relating to the subject matter of this Agreement which are not fully expressed herein.

12. Amendments. Any amendment to any provision of this Agreement shall not be effective unless approved by the County and the Developer.

13. Headings. The paragraph headings are inserted only as a matter of convenience and for references and in no way define, limit or describe the scope or intent of this Agreement or in any way affect this Agreement.

14. Authorized Representatives. Any action required of or permitted to be taken pursuant to this Agreement by any of the Parties may be performed by an authorized representative of the respective Party without further action by the governing body of such Party.

15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same instrument.

EXHIBIT F

DECOMMISSIONING PLAN

[ATTACHED]

RESOLUTION NO. 05-2026-14

**RESOLUTION TO APPROVE EASEMENT DEEDS FOR THE CITY OF CROSSVILLE
TRAFFIC SIGNAL REPLACEMENT PROJECT AND AUTHORIZE COUNTY MAYOR TO
SIGN AGREEMENT**

WHEREAS, The City of Crossville is a Municipal Corporation organized under the laws of Tennessee, and;

WHEREAS, Cumberland County is a political subdivision of the State of Tennessee, is duly organized and functioning in accordance with the laws of the State of Tennessee, and;

WHEREAS, City represents that they are qualified to perform the functions contemplated by this Agreement, and;

WHEREAS, the County owns improved property for the aforementioned project, which is particularly described as Tract 34 - Tax Map/Parcel 113C-C-012.00, and is supportive of the improvements to be made on such property, and;

WHEREAS, the Building and Grounds Committee approved the easement deed at their meeting held on May 11, 2026, to recommend to the full commission, and;

WHEREAS, both the City and County find it mutually desirable to enter into this Agreement.

NOW, THEREFORE BE IT RESOLVED, the Cumberland County Board of Commissioners hereby formally approve the agreement for improvement and authorize the County Mayor to sign the agreements on the aforementioned Traffic Signal Replacement project.

On this 18th day of May, 2026.

SPONSOR:



COUNTY MAYOR

APPROVE:

COUNTY MAYOR

ATTEST:

COUNTY CLERK

Prepared by:
THE CITY OF CROSSVILLE, TENNESSEE
392 N. Main St, Crossville, Tennessee 38555

EASEMENT DEED

<u>PROJECT</u>	<u>COUNTY</u>	<u>TRACT</u>	<u>MAP/PARCEL</u>
City of Crossville Traffic Signal Replacement Project	Cumberland	34	113C-C-012.00

For and in consideration of the sum of One Dollars (\$1.00), cash in hand paid, and other good and valuable consideration not herein mentioned, receipt of all of which is hereby acknowledged, **CUMBERLAND COUNTY**, have this day bargained and sold and by these presents do hereby bargain, sell, transfer and convey its interest unto **THE CITY OF CROSSVILLE, TENNESSEE**, a municipal corporation, its representatives, successors, and assigns a Permanent Utility Easement for a traffic signal pole, the electrical components for said traffic signal pole, and any other traffic signal accessories as herein described below. Said easement shall be the perpetual right for the City of Crossville to enter from time-to-time to install, maintain, repair, rebuild, replace, protect, extend, connect to, operate and patrol said traffic signal. This easement shall run with the land forever.

Located in First District of Cumberland County, Tennessee:

Permanent Utility Easement

A 10-foot-wide Permanent Easement crossing the subject parcel

Beginning at the Northwest corner of the Cumberland County property being the intersection of the East Right of Way line of North Main Street with the South Right of Way line of East Fourth Street, said 10 foot wide Permanent Utility Easement, extending from the South Right of Way line of East Fourth Street being the North line of the Cumberland County property, and running adjacent to and parallel with the East Right of Way line of North Main Street being the West line of the Cumberland County property, a distance of 17.5 feet, as shown on the attached "Exhibit A" to which reference is hereby made for a more complete description. Said Permanent Utility Easement contains a total area of 175 square feet, more or less.

The above described easement being a portion of the same property conveyed to Cumberland County as shown on the Town Plat for Crossville as recorded in Plat Book 1 Page 139 in the Registers Office for Cumberland County, Tennessee.

TO HAVE AND TO HOLD the above-described property to the grantee, herein named, its successors, representatives, and assigns, forever.

Grantors covenant with the Grantee herein named, that Grantors are lawfully seized and possessed of said real estate; have a good and lawful right to convey same, that it is free and unencumbered, except as above set out, and that Grantors will forever warrant and defend the title thereto against the lawful claims of any and all persons whomsoever, and Grantors bind its heirs, successors, and assigns by the above covenants.

Preparer of this instrument makes no representation to the validity of the title contained herein.

Witness my/our hand(s) this _____ day of _____, 20_____

**GRANTOR:
CUMBERLAND COUNTY**

By: _____
**Allen Foster
County Mayor**

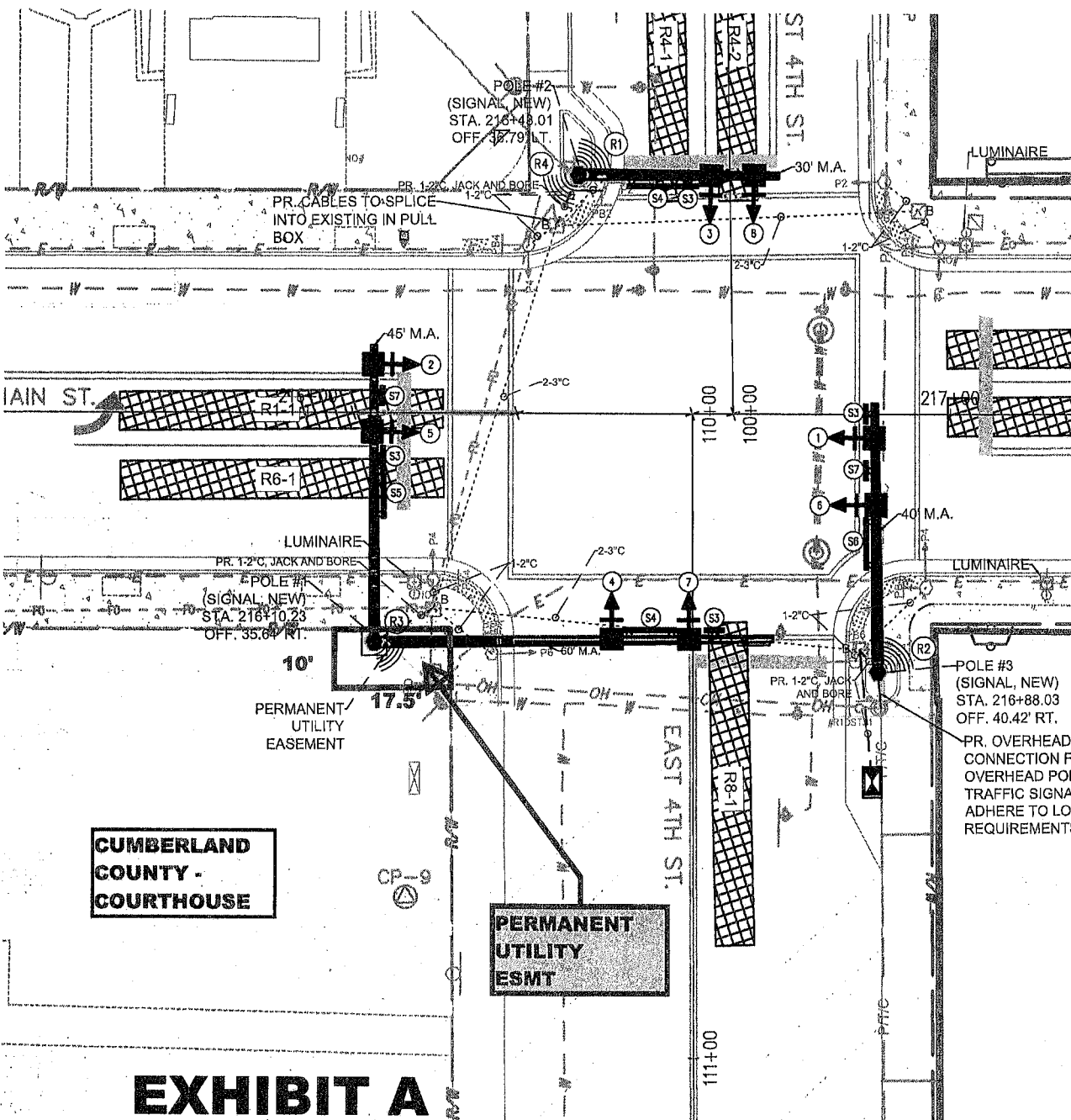
**STATE OF TENNESSEE
COUNTY OF CUMBERLAND**

Before me, the undersigned authority, a Notary Public in and for the State and County, aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged **himself to be Mayor of Cumberland County, and that as such he executed the foregoing instrument for the purposes therein contained and expresses by signing the name of the entity as Mayor thereof.**

Witness my hand and seal, this _____ day of _____, 20_____

Notary Public

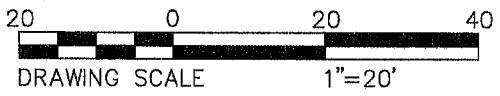
My Commission Expires: _____.



CUMBERLAND COUNTY - COURTHOUSE

PERMANENT UTILITY ESMT

EXHIBIT A



FILE FOUNDATIONS TO BE
TO BE FLUSH WITH
EXISTING SIDEWALKS.

POLE #3
(SIGNAL, NEW)
STA. 216+88.03
OFF. 40.42' RT.
PR. OVERHEAD CONNECTION F
OVERHEAD POI
TRAFFIC SIGNA
ADHERE TO LO
REQUIREMENT: