

**Anderson County Board of Commissioners**  
**OPERATIONS COMMITTEE**  
**AGENDA**

**Monday**  
**April 13, 2026**  
**6:00 p.m. Room 312**

**1. Call to Order**

**2. Prayer / Pledge of Allegiance**

**3. Approval of Agenda**

**4. Appearance of Citizens**

**5. Rails to Trails** – Deferred from February Operations Meeting

**6. E.M.A. Discussion** - by Joseph Mead, Director – moved to April meeting from March.

**7. Robert Campbell & Associates** – Update on water samples, from March Operations.

**8. Mayor’s Report** – No Report

**9. Law Director’s Report**

- A. Action Items (None)
- B. Contracts
- C. Cases In Litigation Involving Violations of the Anderson County Zoning Resolution
- D. Bankruptcies
- E. Status of Pending Lawsuits
- F. Information Items
  - Lease Agreement with Second Baptist Church.

**10. Veterans Committee Update** – Scott Nation, Director. - Requested by Commissioner Wandell.

**11. New Animal Shelter** – requested by Commissioner Wandell

- Requesting total cost to date, funding codes, loan payments

**12. Discussion in Support of a Resolution honoring two fallen soldiers.** – requested by Chairman Isbel, Commissioner Wandell, Commissioner Vowell and Mayor Kerry Templin, City of Rocky Top.

**Unfinished Business**

**New Business**

**Adjourn**

Anderson County Board of Commissioners  
**OPERATIONS COMMITTEE**  
**MINUTES**  
**February 9, 2026**  
**6:00 PM Room 312**

**Members Present:** Tim Isbel, Michael Foster, Phil Yager, Tracy Wandell, Robert McKamey and Stephen Verran.

**Members Absent:** Joshua Anderson and Ebony Capshaw

**Call to Order:** Chairman Isbel called the meeting to order.

Commissioner Foster said the prayer.

Commissioner Wandell led the Pledge of Allegiance.

Commissioner Wandell made a motion to add under New Business, to request a joint meeting with Roane County Commission, Oak Ridge City Council and ORNL. Also, to move item 9A Robert Campbell & Associates up to under Appearance of Citizens. Motion passed.

Appearance of Citizens  
Donna Hejtmanek

Commissioner Wandell made a motion to proceed to allow Robert Campbell & Associates to run two different studies; one to service all three, the church and two residents, second to run the numbers on what it will be to run water to 15-20 homes in the area and present this back to Operations Committee. Second by Commissioner Verran. Motion passed unanimously.

Commissioner Foster made a motion to refer the discussion of supplying first responders with a vehicle for Volunteer Fire Departments to the Fire Commission. Second by Commissioner Wandell. Motion passed.

**Mayor**

Commissioner Yager made a motion to approve Resolution No. 26-01-1246 for the acceptance of the proposal of the Tennessee Department of Transportation to construct a project designated as Federal Project No. STP-170(16), State Project No. 01024-1224-14, 01024-0224-14. Second by Commissioner Foster. Motion passed to forward to full commission for approval.

Commissioner Yager withdrew his motion.

Commissioner Wandell made a motion to refer to the Highway Department. Second by Commissioner Foster. Motion passed.

Commissioner Foster made a motion to approve update to Resolution No. 25-11-1242 County Flood Damage Prevention Resolution to forward to full commission for approval. Second by Commissioner McKamey. Motion passed.

Commissioner Foster made a motion to have a dedicated space under the Jolly Building to park the Crime Scene Vehicle. Second by Commissioner Yager. Motion passed to forward to full commission for approval.

### **Law Director**

Commissioner Wandell made a motion to approve the letter to State Representatives regarding illegal Robo-Calls. Second by Commissioner Verran. Motion passed to forward to full commission for approval.

### **Budget Report Appropriation**

Discussion. No Action.

### **PILT Revenue**

Commissioner Wandell made a motion to defer the PILT Revenue discussion to next month's Operations Meeting. Second by Commissioner Foster. Motion passed.

### **State Route 116 – Emergency Maintenance Request**

Commissioner Wandell made a motion to allow the Mayor to draft a letter to State Legislature and respectfully request that they provide emergency funding to immediately make repairs to Highway 116 as soon as possible. Second by Commissioner Foster. Motion passed to forward to full commission for approval.

### **Animal Shelter Updates**

No Action Taken.

### **ACWA Minutes**

Add to Consent Agenda for Information only. No Action.

### **Unfinished Business:**

#### **Rails To Trails in New River**

Commissioner Wandell made a motion to defer for 60 days. Second by Commissioner McKamey. Motion passed.

### **Telehealth for Animals**

Commissioner Verran made a motion for the Law Director to draft a letter to State Legislators to rectify the issue of no longer being able to purchase medicine for livestock without the field veterinarian coming to write a prescription or use telehealth to be able to get the prescription. Second by Commissioner McKamey. Motion passed unanimously to forward to full commission for approval.

### **New Business:**

Commissioner Wandell made a motion to have the Mayor set up a joint meeting for Roane County, Anderson County and the City of Oak Ridge to go to ORNL for a lunch & learn. Second by Commissioner Yager. Motion passed to forward to full commission for approval.

### **With No Further Business- Meeting Adjourned**

April

Anderson County Board of Commissioners  
**OPERATIONS COMMITTEE**  
**MINUTES**  
**March 9, 2026**  
**6:00 PM Room 312**

**Members Present:** Tim Isbel, Michael Foster, Phil Yager, Tracy Wandell, Robert McKamey, Joshua Anderson, Ebony Capshaw and Stephen Verran.

**Members Absent:** None

**Call to Order:** Chairman Isbel called the meeting to order.

Otis Phillips said the prayer.

Commissioner Foster led the Pledge of Allegiance.

Commissioner Foster made a motion to approve the agenda as amended. Second by Commissioner Capshaw. Motion passed.

Chairman Isbel requested to move the EMA discussion to next month.

Appearance of Citizens

Scott Nation

Commissioner Foster made a motion for the Law Director to draft a written agreement to accept the 501C (3) proposal to the Veterans Service Office. Second by Commissioner McKamey. Motion passed unanimously to forward to full commission for approval.

**Radiation Exposure and Contamination Act**

Discussion. No Action Taken.

**E.M.A. Discussion**


Moved to next month.

**Mayor**

Commissioner Foster made a motion to approve Resolution No. 26-01-1246, along with the Road Committee approval, for the acceptance of the proposal of the Tennessee Department of Transportation to construct a project designated as Federal Project No. STP-170(16), State Project No. 01024-1224-14, 01024-0224-14. Second by Commissioner Wandell. Motion passed to forward to full commission for approval.


Commissioner Wandell made a motion for the Mayor to write a letter to TDOT requesting emergency funding be set aside for Hwy 116 for current and all future emergency repairs that may be needed. Second by Commissioner McKamey. Motion passed to forward to full commission for approval.

Update on Intersection improvements along SR-61 at Sinking Springs Road/Lewallen Hollow Lane, Clinton. No action taken.



Presented by  
 Director  
 Joe Mead  
 Deputy Director  
 Karen Outen  
 Emergency Operation Specialist  
 Josh Queener  
 Emergency Specialist  
 Matt Burrell

1




ANDERSON CO EMA works to protect lives, property, and critical infrastructure. Through a coordinated approach to emergency planning, preparedness, recovery, and mitigation for both natural and un-natural disasters

What does Emergency Management do?

2

### WHAT DOES EMA DO?



Mitigation- actions to reduce or eliminate long-term risk to people and property from hazards – Essentially “reducing risk”

Preparedness- continuous cycle of planning, organizing, training, and equipping to ensure an effective coordination during an incident – “Blue sky planning”

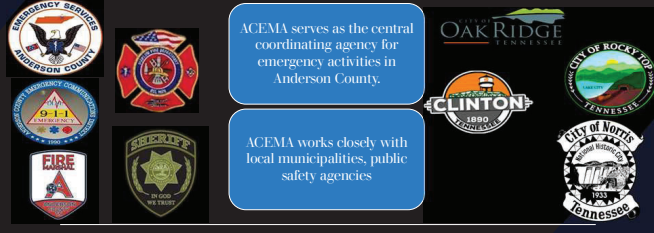
Response- focuses on the immediate preservation of life, property, and the environment. – Executing the plan

Recovery- Actions taken to return a community to its normal or improved state – Returning to “normal”

At its core EMA is a Planning, coordination and response agency

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### EMA Works With All Agencies



ACEMA serves as the central coordinating agency for emergency activities in Anderson County.

ACEMA works closely with local municipalities, public safety agencies

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## EMA Works With All Agencies

- ACEMA works closely with State, Federal and Volunteer Partners.
- Anderson County EMA takes an all hazards, whole community approach to emergency planning



Department of  
Military TEMA



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## EMA Develops Operational Plans and Strategies

EMA prepares a for wide range of hazards, including:



6

## Response Operations

- Coordinates response operations through the Anderson County Emergency Operations Center.
- Provides operational support to first responders and assists with resource coordination, situational awareness, and communication between responding agencies.
- Maintains Emergency Operations and Hazard Mitigation plans



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## Funding

- EMA Holds "Pass through" funds for
  - *County Volunteer Fire*
  - *City Fire*
  - *Rescue Squad*
  - *NFPA Maintenance for VFDs*  
*Ladders, pumps, SCBA, & Rescue Equipment*
  - *Fire Hydrant fees*

EMA Has secured over \$6 Million in grant funding Since 2019

- Homeland Security Grant
- Emergency Management Performance Grant
- Dept of Energy
- FEMA/TEMA EOC Grant

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## Staffing

- 5 Full-time Staff
  - Day to day operations
  - Funding / Budget
  - Blue sky planning
  - Equipment Maintenance
  - Daytime response
  - On-Call rotation
  - EOC Management
- 6 Part-time Staff
  - On call response
  - Hazmat Technicians & Specialists
  - Training Instructors
  - EOC staffing



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## Volunteers

EMA maintains a pool of certified volunteers

- Community Emergency Response Team
  - Damage Assessment
  - Supply & Donation Coordination
  - Sheltering operations
  - EOC Assistants
- Disaster Animal Response Team
  - Emergency Animal Shelter Assistance
  - Animal Decon Assistance
  - Pet supply distribution



10

## What Does EMA Respond To?

Hazardous Materials Incidents



11

## What Does EMA Respond To?

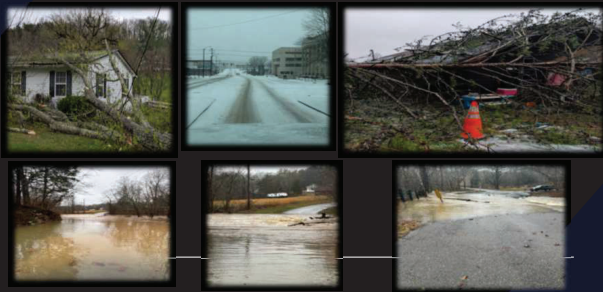
Wildland and Structure Fires



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## What Does EMA Respond To?

Storms



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## Coordinate Radio Communication



ACEMA and ACE911 oversee all the emergency communication equipment within the county.



ACEMA and ACE911 manage over 500 mobile and portable radios distributed to Highway Dept., EMS, and Volunteer Fire Depts

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## ACEMA Coordination

Shelter operations

Distribution sites for food, water, and medical supplies.

Staging areas for the emergency response vehicles

Department of Energy Drills and meetings

Local Emergency Planning Committee Meetings

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## ACEMA Coordination

Promoting Community Preparedness through public outreach.

Training for all County Emergency Services: ICS, Hazmat Training.

Works with Sheriff's Department and County Schools for reunification training.

Supports special events such as Windrock, Anderson County Fair, Norris Marathon, July 4th events, and Christmas Parade Events.

Provide Logistical and operational support to responders.

Hazardous materials and technical incident support.

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- Strengthen countywide emergency response
- Enhance emergency communications capabilities
- Expand training and exercise opportunities
- Improve disaster preparedness across the community
- Expand agency capabilities
- Update equipment



## Goals and Priorities

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## EMA Assets



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ACEMA remains committed to ensuring that Anderson County is prepared to effectively respond to emergencies and recover from disasters while maintaining the safety and well-being of its residents and visitors.



THANK YOU FOR  
YOUR TIME!

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## Operations march 9

Commissioner Anderson made a motion to support the Mayor in the Renewed Hope Act of 2024 and authorize her to send a letter of support to federal officials and invite commission to join in a workshop on the topic and include the Family Justice Center, CAC and DCS in the workshop. Second by Commissioner Foster. Motion passed unanimously to forward to full commission for approval.

### **Law Director**

No Action.

### **PILT Revenue**

Commissioner Wandell made a motion to have the Law Director review and report back on the 1955 Atomic Act that DOE utilizes for payment in lieu of tax and see if there's any openings for us to re-evaluate that on behalf of Anderson County. Second by Commissioner Verran. Motion passed.

### **Lease of County property with Second Baptist Church**

Commissioner Foster made a motion for the Law Director to draw up a lease agreement, including an insurance clause, with Second Baptist Church for a 20 x 20 lot with a 50 year lease at \$1.00 renewable every 50 years. Second by Commissioner McKamey. Motion passed to forward to full commission for approval.

### **Resolutions**

Commissioner Verran made a motion to approve 26-02-1251, 26-02-1252 and 26-02-1253 as a group to forward to full commission to vote on without a recommendation. Second by Commissioner Yager. Motion passed.

### **Unfinished Business:**

Commissioner McKamey made a motion requesting Robert Campbell & Associates to come back to this committee next month with an update on the water samples. Second by Commissioner Wandell. Motion passed.

Commissioner Wandell made a motion to form a Task Force for the former Claxton Elementary School to report back to this committee and include the Mayor, Law Director, Director of Schools, two (2) School Board members, Commission Chairman, Commissioners Wandell and McNabb as the members. Second by Commissioner Capshaw. Motion passed to forward to full commission for approval.

Animal Shelter Update – No Action.

### **New Business:**

Discussion:

R J Corman railroad and the North East Railroad Authority – No Action.

### **With No Further Business- Meeting Adjourned**

### **Announcements**

Marlow Chili Supper is Saturday, March 14<sup>th</sup> at 6:00 p.m.

Briceville Chili Supper is Friday, March 13<sup>th</sup> at 6:00 p.m.

**JAMES W. BROOKS, JR.**  
**ANDERSON COUNTY LAW DIRECTOR**

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CASSANDRA M. POWELL, PARALEGAL  
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DENISE R. JUSTICE, LEGAL ASSISTANT  
[djustice@andersoncountyttn.gov](mailto:djustice@andersoncountyttn.gov)

April 8, 2026

Tim Isbell, Chairman  
Anderson County Operations Committee

RE: Law Director's Report – APRIL OPERATIONS MEETING

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Chairman Isbell and  
Operations Committee Members:

**A. ACTION ITEMS**

*We Do Not Have Action Items on this report.*

**B. CONTRACTS**

We have reviewed, revised or approved the following contracts:

1. Contract for Security Services at the Blockhouse Valley Property;
2. McGhee Tree Care
3. Ragan – Smith
4. Boyd Employment Agreement
5. Partner
6. ACSO & Emergency Communication District – Dispatch MOU
7. ACSO & Oliver Springs – Dispatch MOU
8. ACSO & Norris – Dispatch MOU
9. ACSO & Rocky Top – Dispatch MOU
10. Tenn. Dept. of Veterans' Service and Anderson County – MOU regarding access to DPRIS
11. Prepared updated lease agreement with Austin Eldridge for Blockhouse Valley Property

**C. CASES IN LITIGATION INVOLVING VIOLATIONS OF THE ANDERSON COUNTY ZONING RESOLUTION**

1. Newly Filed:
  - 343 Frost Bottom
  - 474 Old Lake City Highway
  - 112 Princess Lane
  - 351 Broad Street

2. Status of cases filed with pending deadlines:

- 301-347 Old Lake City Highway -Hearing on Plaintiff's Motion to Deem Requests for Admissions Admitted on April 27, 2026. Pending Plaintiffs Motion to Compel Defendants Discovery Responses. Trial Date set for July 22, 2026.

- 3708 Lake City Highway – Hearing on Plaintiff's Motion to Deem Requests for Admissions Admitted on April 27, 2026. Pending Plaintiffs Motion to Compel Defendants Discovery Responses. Trial Date set for

- 482 Old Lake City Highway – Defendants filed their Answer to Complaint on March 30, 2026. Pending Discovery.

- 1820 Old Lake City Highway – Pending Motion for Default Judgment. Hearing Date TBD

3. Motions for Default Judgment (MDJ):

- 1036 Byrams Fork Rd. Pending Hearing on Plaintiffs Motion for Default Judgment – reset from March 30, 2026 to May 8, 2026 to allow period for compliance.
- 2913 Hinds Creek Rd. Plaintiffs Motion for Default Judgment Granted on March 30, 2026.

4. Contempt Petitions Pending: None at this time.

5. Closed Cases:

- 309 Foley Hill Rd.-closed file after new owner brought property into compliance by demolishing offending structure.
- 104 Massey Jones Lane-case was non-suited and referred back to Planning & Development for violation notification of new owners.

6. Status of Recorded Liens:

*Each of these properties are subject to daily fines and penalties per court order. Liens have been executed on each property, monitoring, enforcement, and collection activities are ongoing.*

- 230 Haney Hollow Road- daily fine of \$100 beginning August 26, 2024
- 177 Scott Brogan Lane- daily fine of \$50 beginning December 9, 2024
- 1824 Lake City Highway- daily fine of \$20 beginning August 8, 2025

## **D. BANKRUPTCIES**

*My report includes only new filings and status updates for existing cases. In addition to the seven (7) cases outlined below, this office is currently monitoring eleven (11) active bankruptcy cases and has reviewed eight (8) additional cases in which the County has no interest.*

1. Long-2025 taxes paid in full; partial payment on outstanding 2023 taxes; awaiting discharge
2. Kendall-no appeal of bankruptcy dismissal filed; file closed
3. Burt-2024 taxes paid in full; 2025 taxes still owing; awaiting discharge
4. Manness-Order to Sell Real Estate entered; funds to go to Trustee for payment of debts
5. Grubb-Received Order Confirming Chapter 13 plan; awaiting discharge
6. J. Rutherford-POC filed; awaiting Order Confirming Chapter 13 plan
7. Asher- awaiting Order Confirming Chapter 13 plan; confirmation hearing reset to 04/22/2026

**E. STATUS OF PENDING LAWSUITS**


1. *Barker v. Provision*. Pending Discovery - Defendant's Responses are due on April 15, 2026 after agreed extension.
2. *Dietlin v. Kirk, et al.* Attorney Alix Michael is defending the lawsuit filed in Anderson County Circuit Court. We will monitor and report any developments.
3. *Partin v. ACSO et al.* Attorney Reid Spaulding is defending the lawsuit filed in Federal District Court which alleges civil rights violations. A third amended Complaint has been filed naming additional Defendants. Trial date is set for March 2, 2027. We will monitor and report on any developments.
4. *Harber et al. v. Anderson Co. Gov't and Estate of Jay Yeager*. We are in the discovery phase for this Anderson County Chancery Court case.
5. *Williams Manor, Inc. v. Anderson Co. Gov't and the BZA*. Our office has assumed representation of Anderson County Government in this matter, which is currently set for hearing in Anderson County Chancery Court on November 12, 2026.
6. *King v. Anderson County Detention Facility*. Pro se filing in U.S. District Court alleging civil right violations. Ried Spaulding has been assigned as Defense Counsel. Plaintiff has filed a Motion for Leave to Amend Complaint and Defense Counsel has filed a request for extension to file Answer and the case is pending a ruling from the court on those Motions. Our office will continue to monitor and report on any developments.
7. *Smith et ux. v. Anderson Co.* Complaint for Writ of Mandamus for enforcement of zoning violations. Our office previously submitted a Motion to Dismiss in which Counsel for Plaintiffs have filed a response. Our office will set the Motion to Dismiss for hearing.
8. *Michelle Lewellen v. Anderson County Schools*. Submitted to Insurance Defense Counsel. I anticipate Anderson County will be dismissed leaving Anderson County Schools as the Defendant.

**F. INFORMATION ITEMS**

*These items require no action and are for Informational Purposes.*

1. Reviewed and revised Reappraisal Cycle Resolution for Assessor of Property
2. Prepared proclamation recognizing ALS Awareness month
3. Reviewed and redrafted Amended By-Laws for Anderson County Veterans Advisory Committee
4. Exchanged correspondence with attorney for Colt Jennings who is alleging a retaliation discharge and a 1983 Amendment Violation against Sheriff Barker and Anderson County Sheriff's Office.
5. Prepared lease agreement between Anderson County and Second Baptist Church (copy attached as Ex. A)
6. Reviewed purchase agreements and prepared Quit Claim Deed drafts for county sale of delinquent tax property
7. Researched Anderson County Library Board Policy & Bylaws
8. Researched Writs of Execution on incorporated entities and alternate means of recovery for bond forfeitures.
9. Researched County Sheriff's Civil Service Board Law of 1974, and advised Civil Service Board of statutory procedure relative to testing
10. Preparing Updated Promotional Exams for Sheriff's Department and Detention Facility
11. Prepared Distress Warrant for execution on local Hotel for failure to pay Hotel Motel Occupancy Tax, and assisted in the collection of past due Hotel Motel Occupancy Tax and statutory reporting.
12. Reviewed New and Updated General Orders as to legal form and civil litigation risk management.
13. Research 2024 International Fire Code, Statutory Procedure regarding Code Adoption in anticipation of Resolution adopting the 2024 International Fire Code for Fire Marshall
14. Finalized Civil Air Patrol MOU for review by the Department of Defense & facilitated transition into newly provided meeting space.
15. Issued Demand Letter to City of Oak Ridge regarding General Sessions II Court – MOU, pending response.
16. Researched Detention facility's legal obligation to allow inmates to have service animals during incarceration.

Respectfully submitted,

  
James W. Brooks, Jr.  
Law Director

cc: Annette Prewitt

This Instrument Prepared by:  
James W. Brooks, Jr., Esq.  
Anderson County Law Director  
101 S. Main St., Suite 310  
Clinton, TN 37716

## LEASE AGREEMENT

**THIS AGREEMENT** made and entered into on this the \_\_\_\_ day of April, 2026, by and between **Anderson County, Tennessee**, a governmental entity and political subdivision of the State of Tennessee, hereinafter referred to as Lessor, whether one or more, and **Second Baptist Church of Clinton, Inc.**, a Tennessee non-profit religious corporation, hereinafter referred to as Lessee.

### WITNESSETH:

WHEREAS, Lessor is the current owner of certain real property situate in First (1<sup>st</sup>) Civil District of Anderson County, Tennessee, as is more accurately described in that certain Warranty Deed dated November 20, 1991 and recorded in Book F-18, at Page 740 in the Office of the Register for Anderson County, Tennessee, on November 21, 1991, a copy is attached hereto as Exhibit "A", hereinafter referred to as the demised premises; and

WHEREAS, Lessor desires to let and Lessee desires to lease the demised premises and create the relationship of Landlord and Tenant between them.

NOW, THEREFORE, that for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which are acknowledged by each party to the other, the parties covenant and agree as follows:

1. **DEMISED PREMISES.** Lessor shall lease and the Lessee shall accept a Lease of the following described property, to-wit:

A twenty-foot (20') by twenty-foot (20') portion of real property located near the intersection of N. Charles Seivers Blvd. and Public Safety Lane, Anderson County, Tennessee, identified as a portion of Map 065, Parcel 083.00 in the Anderson County land records and more particularly described in Exhibit "B" attached hereto.

2. **LEASE TERM.** Lessor is to have and hold the above demised premises unto the Lessee for a term of fifty (50) years, commencing upon the date of execution of this instrument. This lease shall automatically renew for an additional fifty (50) years.

3. **RENT.** Lessee shall pay Lessor, as rent for the premises, the sum of One Dollar (\$1.00) contemporaneous with the execution of this Lease Agreement and One Dollar (\$1.00) for the renewal period.

4. **USE OF PROPERTY.** Lessee shall use the leased premises solely for the installation and maintenance of a church monument/marquee/message board/directional sign. Lessee

shall in no manner use the premises in violation of provisions of any administrative rules, regulations and orders, or Federal, State or local statutes or ordinances now in force or hereinafter enacted.

5. **MAINTENANCE.** Lessee shall, at its sole cost and expense, keep and maintain the demised premises in a clean, orderly, sightly, and sanitary condition at all times and shall promptly remove all trash, debris, weeds, and other unsightly or hazardous conditions.

6. **UTILITIES AND INSURANCE.** Lessee shall pay for all utility services provided to the demised premises. Lessee shall maintain liability insurance on the demised premises for the benefit of Lessor in the amount of One Million Dollars (\$1,000,000.00). Lessee shall name Lessor as an additional lose payee.

7. **INDEMNITY.** Lessee shall at all times prior to the termination of this lease and delivery to the Lessor of possession of the demised premises, indemnify Lessor against all liabilities, loss, damage, cost or expense sustained by the Lessor, including attorneys' fees and other expenses of litigation, arising prior to the termination of the Lease and delivery to the Lessor possession of the premises, for death or injuries to persons or for loss or damage to property arising out of or in connection with the use of the demised premises by the Lessee, Lessee's agents, employees or invitees, etc. In the event any such claims are made or suits filed, the party sued shall give prompt written notice to the other and the Lessee shall have the right to defend or settle the same to the extent of Lessee's interest hereunder.

8. **ASSIGNMENT.** This Lease Agreement shall be non-assignable without written consent of Lessor. Any attempt to assign this Lease Agreement shall be deemed a material breach of the terms of this Agreement and Lessor shall have the right to declare this Lease null and void upon proper written notice.

9. **DEFAULT.** In the event of default by Lessee, Lessor may bring suit against Lessee to enforce the terms of this Lease Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.

10. **REMEDIES OF LESSOR.** If Lessee shall neglect or fail to perform or observe any of the covenants contained herein, then the Lessor may, immediately or at any time thereafter if said defaults are not timely remedied, give Lessee notice and terminate said Lease and without demand or notice enter onto the demises premises and expel the Lessee and those claiming through or under it and remove their effects. This Lease shall terminate at the election of the Lessor. In case of such termination the Lessee shall, at the election of Lessor, either (a) pay to the Lessor any further rent and other payments provided in the same installments equal to the difference between the rent and other payments provided in this Lease and sums actually received by the Lessor for the unexpired term as liquidated damages; or (b) pay the Lessor's liquidated damages, a sum of which at the time of such termination, represents the difference between the rental value of the demised premises and the rent or other payments provided in this Lease for the residue of this term; or (c) indemnify the said Lessor against loss of rent and other payments provided in this Lease from the time of such termination during residue of the term.

11. **NO ORAL MODIFICATION.** No modification, amendment, supplement to or waiver of this Lease Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by all parties.

12. **TERMINATION OF AGREEMENT.** This Agreement shall terminate upon its normal expiration or upon thirty (30) days written notice from Lessee to Lessor.

13. **NOTICES.** Any notice, request, demand, instruction or other communication hereunder shall be in writing and shall be deemed to have been duly given if delivered in person or sent by first class, registered or certified mail, postage fully paid, or by telegram or courier, addressed as follows:

**LESSOR:** Anderson County Government  
Office of the County Mayor, Terry Frank  
208 Anderson County Courthouse  
100 N. Main Street  
Clinton, TN 37716

**LESSEE:** Second Baptist Church of Clinton, Inc.  
P.O. Box 297  
777 Public Safety Lane  
Clinton TN 37716  
Registered Agent: Mike Thompson

The addresses for the purpose of this paragraph may be changed by giving notice as provided herein. Notice shall also be deemed to have been given upon receipt of actual knowledge by any means of the information contained in said notice.

14. **TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement.

15. **WAIVER.** A failure of any party to exercise any right provided for herein shall not be deemed to be a waiver of any right hereunder.

16. **ENTIRE AGREEMENT.** This Lease Agreement sets forth the entire understanding of the parties as to the subject matter and may not be modified except in a writing executed by all parties.

17. **EXHIBITS.** Any Exhibits attached hereto or incorporated herein are made a part of this Lease Agreement for all purposes. The expression "this Agreement" means the body of this Lease Agreement and the Exhibits.

18. **SEVERABILITY.** In the event any one or more of the provisions of this Lease Agreement is invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

**19. EFFECT OF CAPTIONS, TITLES AND SUBTITLES.** Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending, or changing the express terms of this Lease Agreement.

**20. JURISDICTION; CHOICE OF LAW.** Each party hereby irrevocably consents to the jurisdiction of the state courts sitting in Anderson County, Tennessee and agrees that venue for all legal action brought in connection with this Lease Agreement shall lie exclusively in such courts. This Lease Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

**21. FURTHER DOCUMENTATION.** The parties agree to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this Lease Agreement.

**22. BINDING EFFECT OF AGREEMENT.** This agreement shall be binding on the successors and assigns of each party hereto.

**IN WITNESS WHEREOF,** the parties have hereto, each acting under due and proper legal authority, execute this Lease Agreement as of the day and year first written above.

**ACCEPTANCE BY LESSEE:**

**SECOND BAPTIST CHURCH  
OF CLINTON, INC.**

BY: \_\_\_\_\_  
Signature and Title

Date: \_\_\_\_\_

APPROVED AS TO FORM:

  
Anderson County Law Director

**ACCEPTANCE BY LESSOR:**

**ANDERSON COUNTY GOVERNMENT**

BY: \_\_\_\_\_  
County Mayor

\_\_\_\_\_  
County Commission Chair

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
County Clerk

# EXHIBIT "A" 740

**RECEIVED**  
 Clinton Office Supply, Clinton, TN 37716  
**NOV 21 1991**  
 BY GWEN K. RICHARDSON  
 PROPERTY ASSESSOR

TENNESSEE WARRANTY DEED

## WARRANTY DEED

This Indenture, Made this **20th** day of **November**, A.D. 19 **91** between

**BEATRICE D. WORTHINGTON**

of **Anderson County** in the State of **Tennessee**, party of the first part, and  
**ANDERSON COUNTY, TENNESSEE**

of **Anderson County, Tennessee**, party of the second part.

Witnesseth: That the said party of the first part, for and in consideration of the sum of **One Dollar (\$1.00)** and other good and valuable considerations

to her in hand paid by the said party of the second part, the receipt of which is hereby acknowledged.

State of Tennessee, County of **ANDERSON**  
 Received for record the 21 day of  
**NOVEMBER 1991** at 1:35 PM. (RECH 11297)  
 Recorded in Book F18 Pages 740-742

State Tax \$ .00 Clerks Fee \$ 00.  
 Recording \$ 12.00, Total \$ 12.00  
 Register of Deeds **RICKY MEREDITH**  
 Deputy Register **SHARON GRAY**

has granted, bargained, sold and conveyed, and does hereby grant, bargain, sell, and convey unto the said

party of the second part, the following described premises and land, to wit: ~~XXXXXXXXXXXX~~

**SITUATED, LYING AND BEING** in the First (1st) Civil District of Anderson County, Tennessee and without the city limits of the City of Clinton, Tennessee and being more particularly described as follows:

COMMENCING at an iron pin located at a right of way monument which is located in the westernly right of way line of Highway 61 at the point of intersection of the City of Clinton city limits line, said iron pin being further located at a right of way monument; thence along the city of Clinton city limits line N 43°20' W, a distance of 1,391.97 feet to an iron pin; thence across an access road to the property of Vesta Underwood N 37°08'05" W, and a chord distance of 27.05 feet to an iron pin; thence along the property of Vesta Underwood N 39°14'24" E, a distance of 502.55 feet to an iron pin by an oak snag on the lower bank of the Clinch River; thence along the Clinch River S 55°30'31" E, a distance of 1,244.96 feet to a right of way monument on the bank of the Clinch River and along Highway 61; thence along Highway 61 S 27°18'56" W, a distance of 611.44 feet to a right of way monument; thence S 27°41'42" W, a distance of 197.65 feet to an iron pin and being the point of beginning and containing 19.64 acres as shown on that survey entitled "Survey for Kent Worthington, prepared by Mark V Surveyors, George A. McGrew, Registered Land Surveyor, dated 1-10-90, revised 7-20-90".

THE AFOREMENTIONED property is located and shown on Tax Map No. 65.

CONTINUED ON ATTACHMENT A

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$ \_\_\_\_\_, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.  
 Subscribed and sworn to before me this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
 My commission expires \_\_\_\_\_.

This instrument prepared by **JAMES M. WEBSTER, ATTORNEY** Address **P.O. BOX 5029, OAK RIDGE, TN**

Name \_\_\_\_\_ Address \_\_\_\_\_  
 Name \_\_\_\_\_ Address \_\_\_\_\_  
 (Mortgagee)

THIS CONVEYANCE is subject to the following easements and restrictions:

- a) An easement for an access road to the property of Vesta Underwood, which access road is located in the Southwesternly corner of the aforescribed property.
- b) Any easement rights of the Southern Railroad for that property which lies along the southern boundary of the aforementioned property and along side said Southern Railroad. The easement rights of the Southern Railroad may include an easement of 50.00 feet in width from the center line of said Southern Railroad and any portion of the property conveyed herein that may be within that 50 foot center line will be subject to the easement rights of the Southern Railroad.
- c) Any rights of the Tennessee Valley Authority for any easement rights that it may have along the Clinch River.
- d) Subject to the rights, if any, of Joe Hollingsworth, Jr. to maintain a sign which is known as the Centre Plaza sign which is located in the Southeasternly corner of the herein described property. Said sign exists by reference to an agreement between the Grantor herein and Joe Hollingsworth, Jr. which pursuant to his terms said agreement is to expire upon the conveyance of the property from the Grantor to any Grantee. However, as of the date of this conveyance the sign is still located upon the property conveyed herein.

BY THIS INSTRUMENT Grantee assumes no liability, responsibility or obligations under said lease agreement that may exist between Hollingsworth and the Grantors herein.

e) THE PROPERTY CONVEYED herein is a portion of that property described as tract 2 in said Deed and tract 2 in said Deed contains the following language:

"That there is a utility easement for power and water lines which are established and in existence at the time the Deed was executed on November 30, 1970". This conveyance is subject to any such power or water lines.

THIS BEING a portion of that property conveyed to Beatrice D. Worthington by Deed from Elmo Worthington to create a Tenancy by the Entirety which Deed is dated 11-30-70 recorded 11-30-70 in Book of Deeds X, Volume 10, page 229 in the Register's Office for Anderson County, Tennessee.

ELMO WORTHINGTON is now deceased his date of death being 11/7/91 and is survived by Beatrice D. Worthington his surviving wife and tenant by the entireties

ATTACHMENT A

with the hereditaments and appurtenances thereto appertaining, hereby releasing all claims to homestead and dower therein.

To have and to hold the said premises to the said part y of the second part. its heirs and assigns forever

And the said part y of the first part, for herself and for her

heirs, executors and administrators, do es hereby covenant with the said part y of the second part. its

heirs and assigns, that she is lawfully seized in fee-simple of the premises and land above conveyed, and

she has full power, authority and right to convey the same; that said premises and land are free from all encumbrances:

and that she will forever warrant and defend the said premises and land and the title thereto against

the lawful claims of all persons whomsoever.

In Witness Whereof the said part y of the first part ha S hereunto set her

hand and seal the day and year first above written.

*Beatrice D. Worthington* (L.S.)  
BEATRICE D. WORTHINGTON

Signed, sealed and delivered in presence of: \_\_\_\_\_ (L.S.)

\_\_\_\_\_ (L.S.)

\_\_\_\_\_ (L.S.)

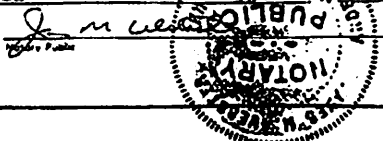
STATE OF TENNESSEE }  
ANDERSON County } ss.

Personally appeared before me, \_\_\_\_\_ a Notary Public  
(Name of officer) (Official capacity of officer)

BEATRICE D. WORTHINGTON with whom I am personally acquainted, (or proved to me on the  
(Name of the natural person executing instrument) basis of satisfactory evidence), and who acknowledged that She executed the within instrument for the purposes therein contained.

Witness my hand, at office, the 20th day of November 1991

My Commission Expires June 26, 1992



## **Annette Prewitt**

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**From:** Commissioner Tracy Wandell  
**Sent:** Wednesday, April 8, 2026 11:08 AM  
**To:** Tim Isbel; Annette Prewitt  
**Subject:** Operations Agenda request

Dear Chairman Isbel,

I would like to add the following items to the Operations agenda Monday April 13th.

- \* Veterans Committee update - Director Nation
- \* New River / Rosedale water update- Robert Campbell
- \* New Animal Shelter - requesting total cost to date, funding codes, loan payments

Respectfully,  
Tracy

Tracy Wandell  
Anderson County Commissioner  
District 1  
865-388-0921  
twandell@andersoncountyttn.gov

**From:** [UNLIMITED FLUID POWER Martin](#)  
**To:** [Annette Prewitt](#)  
**Subject:** Operations agenda  
**Date:** Wednesday, April 8, 2026 1:34:52 PM

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Please add discussion in support of a resolution honoring Two fallen soldiers, requesting two memorial markers to be place at the bridge on 25w in the Medford Community, North Bound to honor Sergeant 1st class James David Connell jr. U.S. Army made the Ultimate sacrifice on 5/12/2007 in Babil Iraq as a result of being ambushed by hostile fire . On the South Bound side to honor Corporal Jason D. Hovater U.S Army made the Ultimate sacrifice on 7/13/2008 in Kunar Afghanistan as a result of Hostile Fire.

Please add along with myself Commissioner Wandell ,Commissioner Vowell, And Mayor Kerry Templin City of Rocky Top as requester s of this agenda item

**Unlimited Fluid Power Inc.**

PO Box 1039  
105 McCulley Lane  
Rocky Top, TN 37769  
(865) 426-7443