Robertson County Development Office
Robertson County Office Building
527 S. Brown Street, Springfield, TN 37172

BOARD OF ZONING APPEALS MEMORANDUM & AGENDA

April 16, 2026

Mr. Chairman and Board Members:

The following request is scheduled for appearance before the Robertson County Board of Zoning Appeals. The applicants have been advised that the Board will meet on Thursday, **April 23, 2026, at 6:00 P. M.** in the Judicial Complex, Second Floor, Robertson County Office Building, Springfield, Tennessee.

Detailed information on the case below is enclosed. The request has been advertised as a public hearing in the Robertson County Connection. The applicants have been provided with a letter stating the date and time of the meeting.

Should you have comments or questions upon receipt of this information, please feel free to contact the Development Office.

The agenda is as follows:

1. Roll Call
2. Announcements
3. Approval of the minutes of March 26, 2026, meeting.
4. Old Business: None
5. New Business

   A. **Case 2026-03:** Will Loyd with Tri-Star Capital Distributors, LLC requests a "Special Exception" for the approval to allow the temporary sale of fireworks at 2622 Tom Austin Hwy., Springfield, TN 37172. Tax Map 113, Parcel 011.00 in the 10th Voting District.

   B. **Case 2026-04:** Will Loyd with Tri-Star Capital Distributors, LLC requests a "Special Exception" for the approval to allow the temporary sale of fireworks on Stacy Springs Rd., Springfield, TN 37172. Tax Map 103, Parcel 162.00 in the 10th Voting District.

   C. **Case 2026-05:** Michael and Carla Brown request a "Special Exception" for the approval to allow a dog kennel to be operated at 3710 Armstrong Rd., Springfield, TN 37172. Tax Map 093, Parcel 053.01 in the 8th Voting District.

D. **Case 2026-06:** Harsha Lachmandas requests a "Special Exception" for the approval to allow the temporary sale of fireworks at 5124 Hwy 431 N, Springfield, TN 37172. Tax Map 045, Parcel 021.00 in the 8th Voting District.

E. **Case 2026-07:** Harsha Lachmandas requests a "Special Exception" for the approval to allow the temporary sale of fireworks at 4230 Hwy 49 W, Springfield, TN 37172. Tax Map 100, Parcel 066.00 in the 11th Voting District.

F. **Case 2026-08:** Scot Head requests a "Special Exception" for the approval to allow a new self-support cell tower to be constructed on Logan Road, Greenbrier, TN 37073. Tax Map 114, Parcel 071.01 in the 3rd Voting District.

G. Adjourn.

ROBERTSON COUNTY BOARD OF ZONING APPEALS

The Robertson County Board of Zoning Appeals met on Thursday, March 26, 2026, at 6:00 p.m. in the Judicial Complex, 2nd Floor, Robertson County Office Building, Springfield, Tennessee.

MEMBERS PRESENT:	ABSENT:	OTHERS PRESENT:
Andy Teasley	Rick Robinson	Hunter Mantooth
Will David Goodman		Pam Groves
Bob Stroud		Amanda Harrington
Tom Wilks		

Meeting was called to order by Chairman Bob Stroud at 6:00 p.m.

Motion to approve Minutes from the meeting held on December 18, 2025, made by Andy Teasley with a second by Tom Wilks motion passed 4-0.

Announcements: None

New Business:

Case 2026-01: Acklen Property Group, LLC and Mike Laborg request a Variance to allow Lot I of the Phase II Acklen Subdivision to be recorded and approved with 71,433 square feet and current RP-80 zoning to allow a new single-family residence on Valley Rd., Springfield, TN 37172. Tax Map 019 Parcel 048.00 in the 8th Voting District.
Daryl Adler with Acklen Property Group was there to present and answer questions. He explained that TDEC made them take square footage from the rear lot. He passed old and new surveys to the board as a visual. Stated he could not get square footage from other lots due to soil areas. Amanda asked why he did not try to rezone. Daryl explained he had tried previously and denied. Amanda suggested trying again due to TDEC issue now. Daryl asked what the guarantee was of the rezone getting approved and Amanda informed him like with this board there are no guarantees.

Motion to approve made by Andy Teasley. No second. Motion died for a lack of second.

Case 2026-02: Joseph Austin requests a Variance for the minimum lot width at building for AG-2 zoned property to be reduced by 36ft to be able to relocate a house to his property. The property is located at 7371 Swift Rd., Greenbrier, TN 37073. Tax Map 125 Parcel 063.00 in the 4th Voting District.
One citizen signed up to speak, however they did not speak since case wasn't heard.

No one showed to represent. Denied for lack of representation.

Motion to adjourn by Tom Wilks with a second from Will David Goodman.
Motion passed 4-0.
Meeting was adjourned by Chairman Bob Stroud at 6:14 pm.

Respectfully submitted,

Planning Staff

New Business: A

Case 2026-03

Will Loyd

Tri Star Capital Distributors, LLC

Robertson County Planning and Zoning
Staff Comments
Board of Zoning Appeals Meeting
April 23, 2026
Amanda Harrington, AICP, Planning Advisor

Applicant: Will Loyd
Tri-Star Capital Distributors, LLC

Request: Special Exception for the Sale of Consumer Fireworks

Property Information:

- Tax Map 113, Parcel 011.00
- Mt. Zion Rd. and Tom Austin Hwy. Springfield, TN 37172
- 5.87 acres
- Zoned C-1
- 10th Voting District



Figure 1: TN Prop. Viewer
Tax Map 113, Parcel 111.00

Relevant Zoning Regulations:

Article IV, Section 4-1 (B) ~ Limited Duration Goods and Merchandise. Application for a Temporary Use Permit shall be made to the Board of Zoning Appeals through the office of the building commissioner. Said application shall contain a graphic description of the property to be utilized and a site plan, a description of the proposed use, and sufficient information to determine yard requirements, setbacks, sanitary facilities, and parking space for the proposed temporary use.

Discussion:

The applicant is seeking permission from the Board of Zoning Appeals for the temporary approval to sell consumer fireworks. This use can be identified as Limited Duration Goods and Merchandise under the Temporary Use Regulations, which is a Special Exception use per the Robertson County Zoning Resolution. *Article IV, Section 4-1 (B) Limited Duration Goods and Merchandise: May obtain a thirty (30) day Temporary Use permit for the display and sale of limited duration goods and merchandise on open lots in any district.*

Recommendation: Approval. The applicant has submitted a site plan that meets the minimum requirements mandated by Article IV, Section 4-1(B) of the Robertson County Zoning Resolution.

**** END COMMENTS ****

4-10.7 Open Space Standards and Requirements

4-10.8 Ownership, Management and Maintenance of Open Space

4-10.9 Sewage Disposal

4-10.10 Scenic, Natural Feature and Historic Preservation

4-10.11 Roads and Pedestrian Ways

4-11 SPECIAL CONDITIONS FOR PERMITTING A BED AND BREAKFAST HOME

(Added by Resolution 061607077)

4-1 TEMPORARY USE REGULATIONS Amended by Resolution 121718129

The following regulations are necessary to govern the operation of certain necessary or seasonal uses nonpermanent in nature. Application for a Temporary Use Permit shall be made to the Board of Zoning Appeals through the office of the building commissioner. Said application shall contain a graphic description of the property to be utilized and a site plan, a description of the proposed use, and sufficient information to determine yard requirements, setbacks, sanitary facilities, and parking space for the proposed temporary use. The following uses are deemed to be temporary uses and shall be subject to the specific regulations and time limits which follow and to the regulations of any district in which such use is located.

A. Carnivals or Circuses: May obtain a Temporary Use Permit in the Agricultural, Commercial, or Flood Districts; however, such permit shall be issued for a period of not longer than fifteen *(15)* days. Such use shall be permitted on lots where adequate off-street parking can be provided.

B. Limited Duration Goods and Merchandise: May obtain a thirty *(30)* day Temporary Use permit for the display and sale of limited duration goods and merchandise on open lots in any district.

C. Temporary Buildings: In any district, a Temporary Use Permit may be issued for contractor's temporary office and equipment sheds incidental to a construction project. Such permit shall not be valid for more than one *(1)* year, but may be renewed for six (6) month extensions; however, not more than three *(3)* extensions for a particular use shall be granted. Such use shall be removed immediately upon completion of the construction project, or upon expiration of the Temporary Use Permit, whichever occurs sooner.

D. Real Estate Sales Office: In any district, a Temporary Use Permit may be issued for a temporary real estate sales office in any new subdivision which has been approved by the planning commission under the Robertson County Subdivision Regulations. Such office shall contain no living accommodations. The permit will be valid for one *(1)* year, but may be granted two *(2)* six *(6)* month extensions. Such office shall be removed upon completion of sales of the lots therein, or upon expiration of the Temporary Use Permit, whichever occurs sooner.

ROBERTSON COUNTY DEVELOPMENT OFFICE
ROBERTSON COUNTY OFFICE BUILDING
527 SOUTH BROWN STREET, SPRINGFIELD, TENNESSEE 37172
615-384-3666

Board of Zoning Appeals Application for a Special Exception

NOTE: MAILING ADDRESS IS:
PO BOX 2448 BRENTWOOD, TN 37024

Owner of Record Information

Name: WILL LOYD

Mailing Address (No P.O. Boxes, please): 3661 TROUSDALE DR. NASHVILLE, TN 37204

Email: _____

Telephone Number: _____

Address of Special Exception Request: 2622 TOM AUSTIN HWY SPRINGFIELD 37172

Procedure Notes

1. Special Exceptions are requested when a certain use has been identified as a "Special Exception" in the Zoning Resolution for the zone where the property is located. Special Exceptions must first be approved by the Board of Zoning Appeals first before any site plans for the project are submitted for consideration to the Planning Commission.
2. The applicant must demonstrate compliance with the specific standards for the use, as set forth in the City's Zoning Resolution. The burden is on the applicant to demonstrate to the Board of Zoning Appeals that all conditions of the Zoning Resolution have been met.
3. The Board of Zoning Appeals will consider the request and determine if it meets the requirements set forth by the County's Zoning Resolution.

Application Process:

In order to publish the notice in the newspaper on time, the application due dates are firm. Complete applications received after the application deadline will be placed on the following month's agenda. Applications are considered "complete" when the following steps have been completed:

1. Submit one (1) copies of this completed form and supporting materials to Robertson County Development Office by application due date (see attached form).
2. Remit application fee to Robertson County Development Office.
3. Ensure the application is **signed by property owner.**
4. Pick up the BZA Meeting Notice sign for the yard from the County Development Office. Place it in the yard of the subject property, where it is easily seen by the public.
5. Attend Board of Zoning Appeals meeting. Be ready to present the application to the Board. **Failure to attend the meeting may result in the application being denied.**

Request for Review:

Please state the exact Special Exception use being sought, including the Zoning Resolution Article & Section. Please attach additional pages if more room is required. Please include any supporting documentation that supports your position.

SEE ATTACHED LETTER

Owner's Signature

2/23/26
Date

TRI-STAR CAPITAL DISTRIBUTORS, LLC
P.O. BOX 2448
BRENTWOOD, TENNESSEE 37024

February 23, 2026

Mrs. Hunter Mantooth
Robertson County Development Office
527 South Brown Street
Springfield, TN 37172

RE: Application – Roberson Co. BZA

Dear Mrs. Mantooth:

Tri-Star Capital Distributors, LCC respectfully requests permission to appear at the April 23 meeting of the Robertson County Board of Zoning Appeals in order to obtain a "Special Exceptions" permit to sell Consumer Fireworks. The period that we would like to use this location is June 11 thru July 10, 2026 and December 26 thru January 1, 2027. The actual sales period during June/July is 6/20/26 thru 7/5/26.

The location of the site is located on the northwest corner of Hwy 431 (Tom Austin Hwy and Hwy 257). The street address is 2622 Tom Austin Highway (Map 113, parcel 11). We have obtained a permit to sell fireworks at this location the last 15 years.

Enclosed are approvals to use the property, completed application, site plan drawn to scale, tax map, list of adjoining property owners, and a $280 check for the application fee. I will represent Tri-Star Capital Dist. at this meeting. Please call me at 615.833.5735 should you have any questions.

Sincerely,

Will Loyd

Will Loyd, Pres.
Tri-Star Capital Distributors, LLC

enclosures

SUBLEASE AGREEMENT

February 10, 2026

PARTIES:

SUBLESSOR: Eric Douglas, Gen. Partner
Douglas & Co. Partnership
2622 Tom Austin Highway
Springfield, TN 37172

SUBLESSEE: Will Loyd, Pres.
Tri-Star Capital Distributors, LLC
P.O. Box 2448
Brentwood, TN 37024

DESCRIPTION, USE OF PROPERTY, AND CONTINGENCIES:

The property subleased is a portion of the 5.8 acre tract located at 2622 Tom Austin Highway at the northwest corner of Tom Austin Hwy (Hwy 431) and Hwy 257 in Robertson County, Tennessee. SUBLESSOR agrees to rent to SUBLESSEE space for a tent, storage trailer, and adequate customer parking at the north end of the gravel lot for the purpose of selling consumer fireworks. This sublease is subject to approval of all Robertson County, and State of Tennessee authorities. SUBLESSOR represents and warrants to SUBLESSEE that it has full right and lawful authority to enter into this sublease; and that SUBLESSOR will defend this right to the premises against the claims of all persons. This sublease may be voided by SUBLESSEE upon 30 days written notice if fireworks sales are legal within the city limits of Springfield.

EXCLUSIVE USE:

SUBLESSOR agrees that the SUBLESSEE shall have the sole and exclusive right to sell fireworks on said property during the herein stated rental periods and that fireworks shall not be sold by any other party on any property owned, leased, or controlled by SUBLESSOR and situated within 1,000 feet from the herein described tent site.

CONTINGENCIES:

This lease is subject to the approval of all Robertson County and State of Tennessee authorities. If the herein described property is sold and SUBLESSOR is required by law to vacate the premises, this agreement may be voided by SUBLESSOR upon giving SUBLESSEE 30 days written notice in advance of the appropriate rental period. If this agreement is voided due to the above contingency, SUBLESSOR shall refund all prepaid rent within 15 days.

TERM AND RENTAL AMOUNT:

SUBLESSOR grants to SUBLESSEE a periodic sublease of the above described premises during the following "Fireworks Sales Seasons" and the rents set forth opposite each occupancy.

Period	Rent
June 20, 2026 to July 5, 2026	
June 20, 2027 to July 5, 2027	

All rents are payable in advance of the appropriate rental period. Upon acceptance of this agreement, a partial payment is to be applied to the rent for the 2026 season. SUBLESSEE shall have seven days before each selling season for set up purposes and seven days after the season for clean up.

INSURANCE AND FREE FIREWORKS:

SUBLESSEE supplies SUBLESSOR (in advance of rental period) with a binder naming SUBLESSOR for at least $500,000 each occurrence whether in respect to bodily injury liability or property damage liability combined. SUBLESSEE also agrees to give SUBLESSOR coupons for free fireworks.

Document ID: 2fa5ca197e61f291b4fa725f62a92d6287cae6f34042c5806f358ad8d30da4e9

CLEAN-UP, ADVERTISING, AND ELECTRICITY:

SUBLESSEE agrees to remove all structural items (except electric pole) and debris and to leave the lot clean at the termination of this lease. SUBLESSOR agrees to pass out SUBLESSEE'S free gift coupons to the retail customers of the convenience store during each sales period. SUBLESSEE may install, at its expense, an electrical service to provide electricity for the fireworks outlet.

RIGHT OF FIRST REFUSAL FOR 2028:

Subsequent to the term of this sublease, SUBLESSOR grants to SUBLESSEE the first right of refusal for the privilege of subleasing the above described property for the right to sell fireworks during the 2028 Summer Fireworks Season (June 20, 2028 through July 10, 2028), based upon meeting the terms of a written offer to sublease said property from any bonafide third party that is expert in the fireworks business but in no event shall the rent increase by more than 25%.

GENERAL:

Notice is deemed given upon being mailed to the address shown first above. This agreement shall be interpreted under the laws of the State of Tennessee, and is binding upon the undersigned parties and their heirs, successors and assigns.

SUBLESSOR:
Douglas & Co. Partnership

By: _____ 02/23/2026 PST
Signer ID: QA2MWB3W17
Eric Douglas, Gen. Partner Date

SUBLESSEE:
Tri-Star Capital Distributors, LLC

By: Will Loyd 2/10/26
Will Loyd, Pres. Date

Document ID: 2fa5ca197e61f291b4fa725f62a92d6287cae6f34042c5806f356ad8d30da4e9

Robertson County - Parcel: 113 011.00



Date: March 4, 2025

County: ROBERTSON
Owner: M & A SPRINGS LLC
Address: TOM AUSTIN HWY 2622
Parcel ID: 113 011.00
Deeded Acreage: 5.87
Calculated Acreage: 0
Vexcel Imagery Date: 2023

1:4,514

0 0.03 0.06 0.12 mi

0 0.05 0.1 0.2 km

State of Tennessee, Comptroller of the Treasury, Division of Property Assessments (DPA), Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law.

Property Owners Including Addresses Adjoining Parcel # 11 (Map 113)

Map	Parcel	Owner	Address
113	010	Helon Owens	5070 Mt. Zion Rd. Springfield, TN 37172
113	10.06	Hunter Long	5074 Mt. Zion Rd. Springfield, TN 37172
113	012	Standing Stone Holding Company, LLC	2625 Tom Austin Hwy Springfield, TN 37172
113	013	City of Springfield	123 5th Avenue West Springfield, TN 37172
113	016	Ann B. Jones	4878 Old Kinneys School Rd. Springfield, TN 37172
113	220	James E. Simpkins	5065 Mt. Zion Rd. Springfield, TN 37172
113	002	MBG Property Management, LLC	PO Box 608 Springfield, TN 37172
113	217	Loftis Family Trust	2433 Old Hwy 431 S Greenbrier, TN 37073


Site Plan
-Scale: 1" - 100 Ft
-No Drainage Is Needed
-Parking will be roped off
Legend
240' Closest House
Portico Path
Electric Pole
60'
30'
85' from Fuel
Awning
105'
New Entrance / Exit
Google Earth


Site Plan
Legend
Port-o-Potty
60'
Entrance / Exit #2
30'
Pool
Entrance / Exit #1
Parking
4'x8' Sign
Google Earth

New Business: B

Case 2026-04

Will Loyd

Tri Star Capital Distributors, LLC

Robertson County Development Office
Staff Comments
Board of Zoning Appeals Meeting
April 23, 2025
Amanda Harrington, AICP, Planning Advisor

Applicant: Will Loyd
Tri-Star Capital Distributors, LLC

Request: Special Exception for the Sale of Consumer Fireworks

Property Information:

- Tax Map 103, Parcel 162.00
- Stacy Springs Rd., Springfield, TN 37172
- 3.39 acres
- Zoned AG-2
- 10th Voting District



Figure 1: TN Prop. Viewer
Tax Map 103., Parcel 162.00

Relevant Zoning Regulations:

Article IV, Section 4-1 (B) ~ Limited Duration Goods and Merchandise. Application for a Temporary Use Permit shall be made to the Board of Zoning Appeals through the office of the building commissioner. Said application shall contain a graphic description of the property to be utilized and a site plan, a description of the proposed use, and sufficient information to determine yard requirements, setbacks, sanitary facilities, and parking space for the proposed temporary use.

Discussion:

The applicant is seeking permission from the Board of Zoning Appeals for the temporary approval to sell consumer fireworks. This use can be identified as Limited Duration Goods and Merchandise under the Temporary Use Regulations, which is a Special Exception use per the Robertson County Zoning Resolution. *Article IV, Section 4-1 (B) Limited Duration Goods and Merchandise: May obtain a thirty (30) day Temporary Use permit for the display and sale of limited duration goods and merchandise on open lots in any district.*

Recommendation: Approval. The applicant has submitted a site plan that meets the minimum requirements mandated by Article IV, Section 4-1(B) of the Robertson County Zoning Resolution.

**** END COMMENTS ****

4-10.7 Open Space Standards and Requirements

4-10.8 Ownership, Management and Maintenance of Open Space

4-10.9 Sewage Disposal

4-10.10 Scenic, Natural Feature and Historic Preservation

4-10.11 Roads and Pedestrian Ways

4-11 SPECIAL CONDITIONS FOR PERMITTING A BED AND BREAKFAST HOME

(Added by Resolution 061607077)

4-1 TEMPORARY USE REGULATIONS Amended by Resolution 121718129

The following regulations are necessary to govern the operation of certain necessary or seasonal uses nonpermanent in nature. Application for a Temporary Use Permit shall be made to the Board of Zoning Appeals through the office of the building commissioner. Said application shall contain a graphic description of the property to be utilized and a site plan, a description of the proposed use, and sufficient information to determine yard requirements, setbacks, sanitary facilities, and parking space for the proposed temporary use. The following uses are deemed to be temporary uses and shall be subject to the specific regulations and time limits which follow and to the regulations of any district in which such use is located.

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B. Limited Duration Goods and Merchandise: May obtain a thirty *(30)* day Temporary Use permit for the display and sale of limited duration goods and merchandise on open lots in any district.

C. Temporary Buildings: In any district, a Temporary Use Permit may be issued for contractor's temporary office and equipment sheds incidental to a construction project. Such permit shall not be valid for more than one *(1)* year, but may be renewed for six (6) month extensions; however, not more than three *(3)* extensions for a particular use shall be granted. Such use shall be removed immediately upon completion of the construction project, or upon expiration of the Temporary Use Permit, whichever occurs sooner.

D. Real Estate Sales Office: In any district, a Temporary Use Permit may be issued for a temporary real estate sales office in any new subdivision which has been approved by the planning commission under the Robertson County Subdivision Regulations. Such office shall contain no living accommodations. The permit will be valid for one *(1)* year, but may be granted two *(2)* six *(6)* month extensions. Such office shall be removed upon completion of sales of the lots therein, or upon expiration of the Temporary Use Permit, whichever occurs sooner.

ROBERTSON COUNTY DEVELOPMENT OFFICE
ROBERTSON COUNTY OFFICE BUILDING
527 SOUTH BROWN STREET, SPRINGFIELD, TENNESSEE 37172
615-384-3666

Board of Zoning Appeals Application for a Special Exception

NOTE: MAILING ADDRESS IS:
PO BOX 2448 BRENTWOOD, TN 37024

Owner of Record Information

Name: WILL LOYD
Mailing Address (No P.O. Boxes, please): 3661 TROUSDALE DR. NASHVILLE, TN 37204
Email: _____
Telephone Number: _____

Address of Special Exception Request: 5665 STACY SPRINGS RD. SPRINGFIELD 37172

Procedure Notes

1. Special Exceptions are requested when a certain use has been identified as a "Special Exception" in the Zoning Resolution for the zone where the property is located. Special Exceptions must first be approved by the Board of Zoning Appeals first before any site plans for the project are submitted for consideration to the Planning Commission.
2. The applicant must demonstrate compliance with the specific standards for the use, as set forth in the City's Zoning Resolution. The burden is on the applicant to demonstrate to the Board of Zoning Appeals that all conditions of the Zoning Resolution have been met.
3. The Board of Zoning Appeals will consider the request and determine if it meets the requirements set forth by the County's Zoning Resolution.

Application Process:

In order to publish the notice in the newspaper on time, the application due dates are firm. Complete applications received after the application deadline will be placed on the following month's agenda. Applications are considered "complete" when the following steps have been completed:

1. Submit one (1) copies of this completed form and supporting materials to Robertson County Development Office by application due date (see attached form).
2. Remit application fee to Robertson County Development Office.
3. Ensure the application is **signed by property owner**.
4. Pick up the BZA Meeting Notice sign for the yard from the County Development Office. Place it in the yard of the subject property, where it is easily seen by the public.
5. Attend Board of Zoning Appeals meeting. Be ready to present the application to the Board. **Failure to attend the meeting may result in the application being denied.**

Request for Review:

Please state the exact Special Exception use being sought, including the Zoning Resolution Article & Section. Please attach additional pages if more room is required. Please include any supporting documentation that supports your position.

SEE ATTACHED LETTER

_____ 2/23/26

Owner's Signature — Date

TRI-STAR CAPITAL DISTRIBUTORS, LLC
P.O. BOX 2448
BRENTWOOD, TENNESSEE 37024

February 23, 2026

Mrs. Hunter Mantooth,
Robertson County Development Office
527 South Brown Street
Springfield, TN 37172

RE: Application – Roberson Co. BZA

Dear Mrs. Mantooth:

Tri-Star Capital Distributors, LLC respectfully requests permission to appear at the April 23 meeting of the Robertson County Board of Zoning Appeals in order to obtain a "Special Exceptions" permit to sell Consumer Fireworks. The period that we would like to use this location is June 11 thru July 10, 2026 and December 26 thru January 1, 2027. The actual sales period during June/July is 6/20/26 thru 7/5/26.

The location of the site is located at 5665 Stacy Springs Road (map 103, parcel 162). We have obtained a permit to sell fireworks at this location in 2009, 2010, and 2013 – 2025.

Enclosed are approvals to use this property, completed application, site plan drawn to scale, tax map, list of adjoining property owners, and a $280 check for the application fee. I will represent Tri-Star Capital Dist. at this meeting. Please call me at 615.833.5735 should you have any questions.

Sincerely,

Will Loyd

Will Loyd, Pres.
Tri-Star Capital Distributors, LLC

enclosures

LEASE AGREEMENT

January 15, 2025

PARTIES:

SUBLESSOR: Elisabeth C. Loyd, Owner
833 Maxwell Ct.
Nashville, TN 37220

SUBLESSEE: Will Loyd, Pres.
Tri-Star Capital Distributors, LLC
P.O. Box 2448
Brentwood, TN 37024

DESCRIPTION, USE OF PROPERTY, AND CONTINGENCIES:

The property leased is a portion of the 3.39 acre tract located at 5665 Stacy Springs Rd in Robertson County, Tennessee. SUBLESSOR agrees to rent to SUBLESSEE space for a tent, storage trailer, and adequate customer parking at the north end of the gravel lot for the purpose of selling consumer fireworks. This agreement is subject to approval of all Robertson County, and State of Tennessee authorities. This agreement may be voided by SUBLESSEE upon 30 days written notice if fireworks sales are legal within the city limits of Springfield.

EXCLUSIVE USE:

SUBLESSOR agrees that the SUBLESSEE shall have the sole and exclusive right to sell fireworks on said property during the herein stated rental periods and that fireworks shall not be sold by any other party on any property owned, leased, or controlled by SUBLESSOR and situated within 1,000 feet from the herein described tent site.

TERM AND RENTAL AMOUNT:

SUBLESSOR grants to SUBLESSEE a periodic lease of the above described premises during the following "Fireworks Sales Seasons" and the rents set forth opposite each occupancy.

Period	Rent
June 12, 2025 to July 10, 2025	
June 12, 2026 to July 10, 2026	
June 12, 2027 to July 10, 2027	
June 12, 2028 to July 10, 2028	
June 12, 2029 to July 10, 2029	

All rents are payable in advance of the appropriate rental period.

INSURANCE AND FREE FIREWORKS:

SUBLESSEE supplies SUBLESSOR (in advance of rental period) with a binder naming SUBLESSOR for at least $500,000 each occurrence whether in respect to bodily injury liability or property damage liability combined. SUBLESSEE also agrees to give SUBLESSOR coupons for free fireworks.

CLEAN-UP:

SUBLESSEE agrees to remove all structural items (except electric pole) and debris and to leave the lot clean at the termination of this lease.

RIGHT OF FIRST REFUSAL FOR 2030:

Subsequent to the term of this agreement, SUBLESSOR grants to SUBLESSEE the first right of refusal for the privilege of leasing the above described property for the right to sell fireworks during the 2030 Summer Fireworks Season (June 12, 2030 through July 10, 2030), based upon meeting the terms of a written offer to sublease said property from any bonafide third party that is expert in the fireworks business but in no event shall the rent increase by more than 25%.

GENERAL:

Notice is deemed given upon being mailed to the address shown first above. This agreement shall be interpreted under the laws of the State of Tennessee, and is binding upon the undersigned parties and their heirs, successors and assigns.

SUBLESSOR:
Elisabeth C. Loyd

By: Elisabeth C. Loyd 01/15/2025 PST
Signer ID: B7J6BF9L1A
Elisabeth C. Loyd, Owner Date

SUBLESSEE:
Tri-Star Capital Distributors, LLC

By: 1/15/25
Will Loyd, Pres. Date

Document ID: f910554836e92cad07fe7a2025fddb85dbeab98d8aef8518758c2a8341e88c00


TN Property Viewer
Select County...
Property Detail
County
ROBERTSON
Owner
LOYD ELISABETH C
Property Address
STACY SPRINGS RD
Parcel ID
103 162.00
Deeded Acreage
3.39
Parcel Highlight
PRINT
The content contained herein is made available by the Tennessee Comptroller of the Treasury as a public service. It is provided for informational purposes only and should not be relied upon as evidence of property ownership. Any questions regarding content on this site should be directed to the Assessor of Property for the county in which the property is located. The user hereby acknowledges that the content on this site is dynamic and in a constant state of maintenance, correction, and revision and cannot be guaranteed. The Tennessee Comptroller of the Treasury makes no warranty, express or implied, and assumes no legal liability or responsibility for the ability of the user to fulfill their intended purposes in accessing or using information or for omissions in content.

Property Owners Including Addresses Adjoining Parcel # 162 (Map 103)

Map	Parcel	Owner	Address
103	164	Randall Cavender	5665 Stacy Springs Rd. Springfield, TN 37172
103	168	Ned Howse	3574 Hwy 41S Springfield, TN 37172
103	167	Ned Howse	3574 Hwy 41S Springfield, TN 37172
103	161	Ned Howse	3574 Hwy 41S Springfield, TN 37172
103	160	Ned Howse	5473 Stacy Springs Rd. Springfield, TN 37172
103	159	The Optima Trust	6272 Gum Station Rd. Springfield, TN 37172
103	158	Nancy Green	3504 Hwy 41S Springfield, TN 37172
103	157	Mitchal Blansett	3480 Hwy 41S Springfield, TN 37172
103	163	Elisabeth Loyd	833 Maxwell Ct. Nashville, TN 37220


Perm. Electric Pole
N
4x8 Sign
40'
Parking (shaded area)
Tent
30'
60'
120' Closest House
HWY 41 S
Port-O-Potty
Scale: 1"=100'
No Drainage Needed
Parking Lot Will Be Roped Off
Map 103
Parcel 162
Google earth


4x8 Sign
40'
Parking (shaded area)
Entrance / Exit # 1
Tent
30'
Entrance / Exit # 2
60'
Port-O-Potty
Google earth

New Business: C

Case 2026-05

Michael and Carla Brown

Robertson County Development Office
Staff Comments
Board of Zoning Appeals Meeting
Amanda Harrington, AICP, Planning Advisor
April 23, 2026

Applicants: Michael and Carla Brown

Request: Special Exception for the approval of a dog boarding kennel



Figure 1: TN Prop. Viewer
Tax Map 093, Parcel 053.01

Property Information:

- Tax Map 093, Parcel 053.01
- 3710 Armstrong Rd., Springfield, TN 37172
- 5.01 acres
- Zoned AG-2
- 8th Voting District

Relevant Zoning Regulations:

Attached is the below information.

- Article VI, Zoning Districts ~ Table 6-A Permitted Use Schedule
- Article VIII, Special Exception Regulations ~ 8-2.11 D ~ Special Conditions for Small Animal Boarding and Housing

Discussion:

The applicant is seeking permission from the Board of Zoning Appeals for the approval to allow a small animal boarding house to be constructed and operated at this location, which is over 5 acres. Per the permitted use schedule in the Robertson County Zoning Resolution, a special exception is needed for Kennels or Pet Grooming Services to be operated in AG-2 zoning.

Special Conditions for Small Animal Boarding and Housing

A. No facility shall be permitted in Agricultural district that does not meet minimum lot size or in a Residential district that contains less than 60,000 square feet.
   - *The property is over 5 acres.*

B. No building for housing or boarding animals shall be located no closer than three hundred (300) feet from any adjacent residential structures.
   - *This requirement has been met per site plan included with application materials.*

C. The location, size and design of such facility shall be situated so that it will be compatible with the development within the surrounding area, thus reducing the impact upon such area. The Board shall have the authority to require that any building used for these purposes be soundproofed to building code requirements.
   - *The development is proposed to be in a rural area, with residential developments on both sides. Per application materials, adjoining neighbors have been contacted and given consent to the proposed kennel.*

D. All kennel buildings shall be connected to some type of sanitary sewage disposal system which shall include all outdoor runs.
   - *This requirement has been met via the use of a separate septic system for the dog kenneling area.*

E. All outdoor runs shall have a minimum six (6) foot fence with a cover or netting that prohibits escape or entrance. These runs shall have a hard surface that will allow for easy cleaning.
   - *This requirement has been met.*

F. Each facility shall maintain a thirty (30) foot buffer strip between any developed residential lot and when deemed appropriate by the board provide a tight evergreen buffer.
   - *Existing site is buffered with heavy treelined areas.*

G. Any site lighting shall be indirect that will not illuminate the surrounding property.
   - *Proposed lighting is motion activated to reduce light shed.*

H. Any proposed sign shall be limited to a monument sign no more than five (5) feet in height and ten (10) square feet in surface area. All off-street parking requirements of this resolution shall apply and the parking areas shall be constructed to meet ADA requirements.
   - *This requirement has been met.*

I. Any such facility may be considered an appropriate accessory use and structure to an existing residence so long as the existing residence serves as living quarters for persons regularly employed to provide catering and management services to the facility. The facility may be located in a separate building.

Recommendation: Approval.

**** END COMMENTS ****

TABLE 6-A PERMITTED USE SCHEDULE, CONTINUED

USE TYPES	ZONING DISTRICTS												
	AG-1	AG-2	RP-80	R-40	R-30	R-20	C-1	C-2	C-3	C-4	I-1	I-2	I-3
BUSINESS, PROFESSIONAL AND PERSONAL SERVICES Cont'd													
Barber Shops	S	S	S	S	S	S	P	P	P	P			
Beauty Shops	S	S	S	S	S	S	P	P	P	P			
Boat Repairs							P			P	P	P	
Building Maintenance Services							P	S	S	P			
Business Associations							P	P	P	P	P	P	
Business Incubators							P	S	S	P	P	P	
Car washes							P	S		P	P	P	
Clothing Alterations and Repairs	S	S	S	S	S	S	P	P	P	P	P	P	
Computer Maintenance and Repair	S	S	S	S	S	S	P	P	P	P	P	P	
Computer Services		S	S	S			P	P	P	P	P	P	
Economic or Educational Research							P	P	P	P			
Employment Agencies, Personnel Services		S	S	S			P	P	P	P	P	P	
Engineering, Architect, or Survey Services	S	S	S	S	S	S	P	P	P	P	P	P	
Equipment Rental and Leasing (no outside storage)							P	S		P	P	P	
Equipment Rental and Leasing (w/outside storage)							P			P	P	P	
Equipment Repairs, Heavy							P			P	P	P	
Equipment Repairs, Light	S	S	S				P			P	P	P	
Finance and Loan Offices							P	P	P	P	P	P	
Finance and Loan Offices (no drive-thru)							P	P	P	P	P	P	
Funeral Homes and Crematoriums							P	S	S	P	S	S	
Furniture Repair Shops							P	S	S	P	P	P	
Government Offices	S	S	S	S	S	S	P	P	P	P	P	P	P
Hotels or Motels							P			P			
Insurance Agencies (no on-site claims insp.)	S	S	S				P	P	P	P	P	P	
Insurance Agencies (carriers/on-site claims)							P	S	S	P	P	P	
Kennels or Pet Grooming Services	S	S	S	S			P	P	P	P	S	S	
Landscape or Horticultural Services	S	S	S				P	S	S	P	P	P	
Laundromats, Coin-Operated						S	P	P	P	P	P	P	
Laundry or Dry Cleaning Operations							P	P	P	P	P	P	
Law Offices	S	S	S	S	S	S	P	P	P	P	P	P	
Market Furniture Showrooms							P			P	P	P	
Medical, Dental, or Related Offices		S					P	S	S	P	S	S	
Medical or Dental Laboratories							P			S	P	P	

P = Use by right
S = Special Use Permit Required
# =Indicates Additional District Requirements

D = Development Standards
O = Overlay Zoning Required

D. **Special Conditions for Small Animal Boarding and Housing**

a. No facility shall be permitted in Agricultural district that does not meet minimum lot size or in a Residential district that contains less than 60,000 square feet.

b. No building for housing or boarding animals shall be located no closer than three hundred *(300)* feet from any adjacent residential structures.

c. The location, size and design of such facility shall be situated so that it will be compatible with the development within the surrounding area, thus reducing the impact upon such area. The Board shall have the authority to require that any building used for these purposes be soundproofed to building code requirements.

d. All kennel buildings shall be connected to some type of sanitary sewage disposal system which shall include all outdoor runs.

e. All outdoor runs shall have a minimum six *(6)* foot fence with a cover or netting that prohibits escape or entrance. These runs shall have a hard surface that will allow for easy cleaning.

f. Each facility shall maintain a thirty *(30)* foot buffer strip between any developed residential lot and when deemed appropriate by the board provide a tight evergreen buffer.

g. Any site lighting shall be indirect that will not illuminate the surrounding property.

h. Any proposed sign shall be limited to a monument sign no more than five *(5)* feet in height and ten *(10)* square feet in surface area.

i. All off-street parking requirements of this resolution shall apply and the parking areas shall be constructed to meet ADA requirements.

j. Any such facility may be considered an appropriate accessory use and structure to an existing residence so long as the existing residence serves as living quarters for persons regularly employed to provide catering and management services to the facility. The facility may be located in a separate building.

$530

ROBERTSON COUNTY DEVELOPMENT OFFICE
ROBERTSON COUNTY OFFICE BUILDING
527 SOUTH BROWN STREET, SPRINGFIELD, TENNESSEE 37172
615-384-3666

Board of Zoning Appeals Application for a Special Exception

Owner of Record Information
Name: Michael E Brown + Carla M Brown
Mailing Address (No P.O. Boxes, please): 3710 Armstrong Rd Springfield TN 37172
Email: n/a
Telephone Number: (

Procedure Notes
1. Special Exceptions are requested when a certain use has been identified as a "Special Exception" in the Zoning Resolution for the zone where the property is located. Special Exceptions must first be approved by the Board of Zoning Appeals first before any site plans for the project are submitted for consideration to the Planning Commission.
2. The applicant must demonstrate compliance with the specific standards for the use, as set forth in the City's Zoning Resolution. The burden is on the applicant to demonstrate to the Board of Zoning Appeals that all conditions of the Zoning Resolution have been met.
3. The Board of Zoning Appeals will consider the request and determine if it meets the requirements set forth by the County's Zoning Resolution.

Application Process:
In order to publish the notice in the newspaper on time, the application due dates are firm. Complete applications received after the application deadline will be placed on the following month's agenda. Applications are considered "complete" when the following steps have been completed:

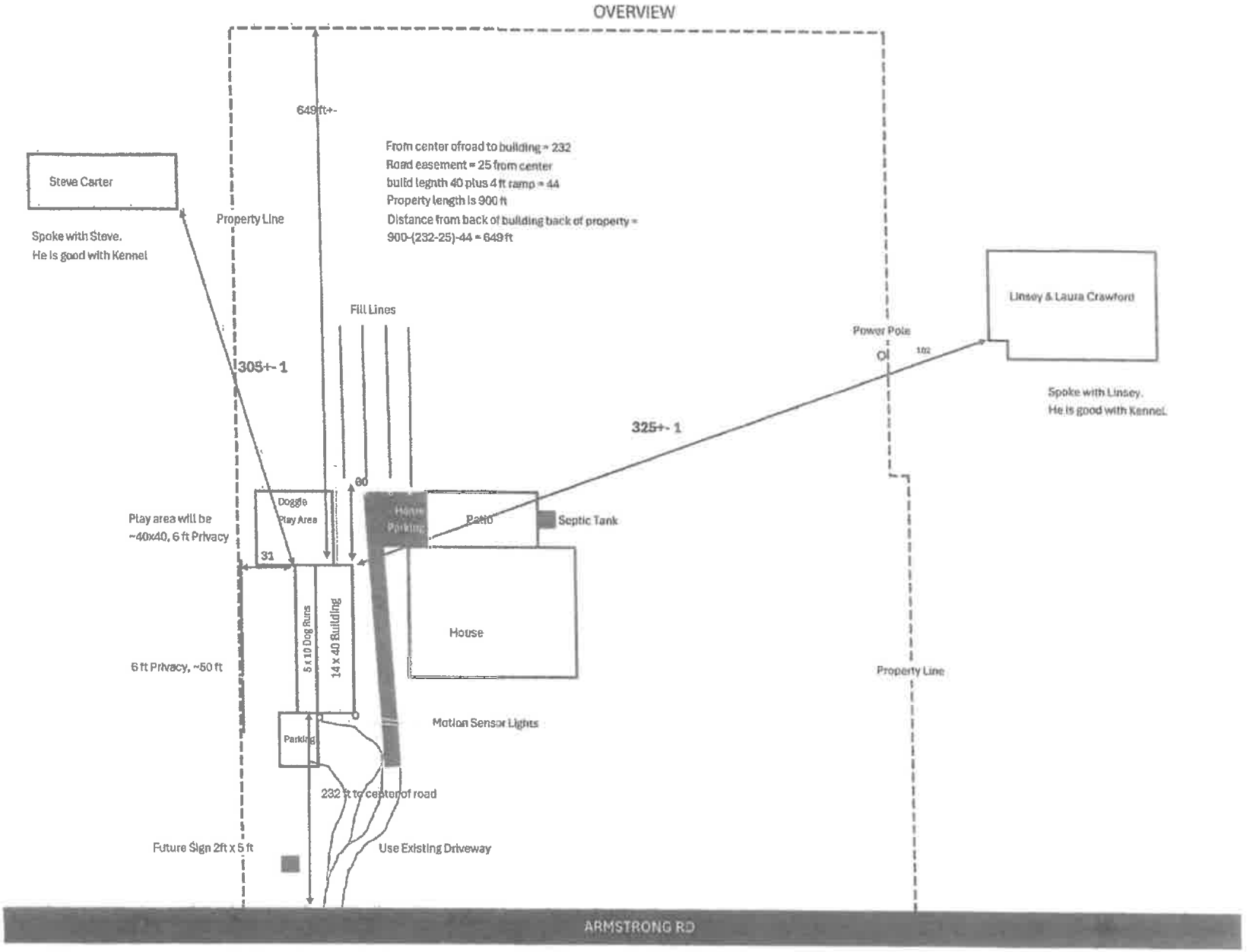
1. Submit one (1) copies of this completed form and supporting materials to Robertson County Development Office by application due date (see attached form).
2. Remit application fee to Robertson County Development Office.
3. Ensure the application is **signed by property owner.**
4. Pick up the BZA Meeting Notice sign for the yard from the County Development Office. Place it in the yard of the subject property, where it is easily seen by the public.
5. Attend Board of Zoning Appeals meeting. Be ready to present the application to the Board. **Failure to attend the meeting may result in the application being denied.**

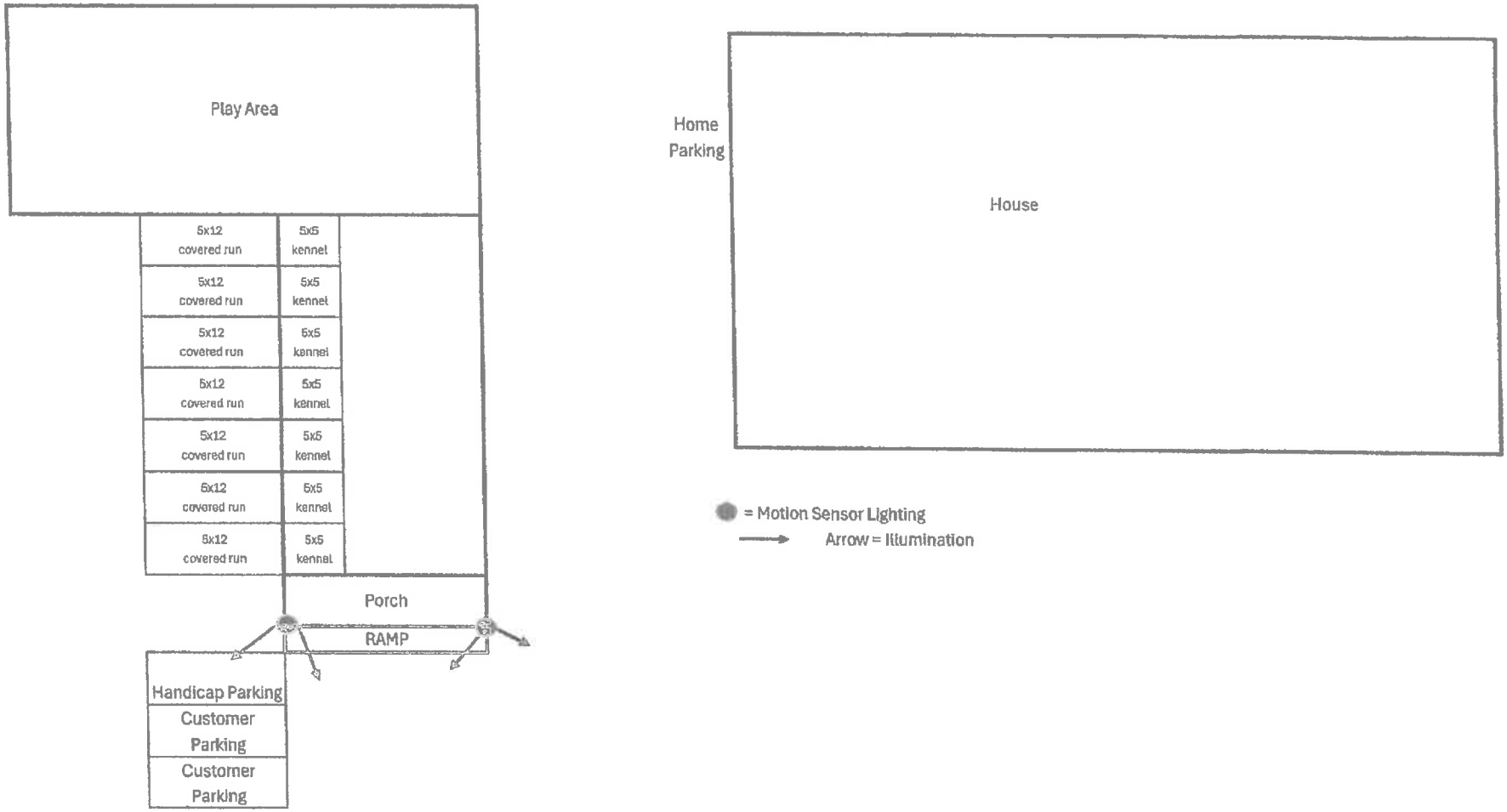
Request for Review:
Please state the exact Special Exception use being sought, including the Zoning Resolution Article & Section. Please attach additional pages if more room is required. Please include any supporting documentation that supports your position.

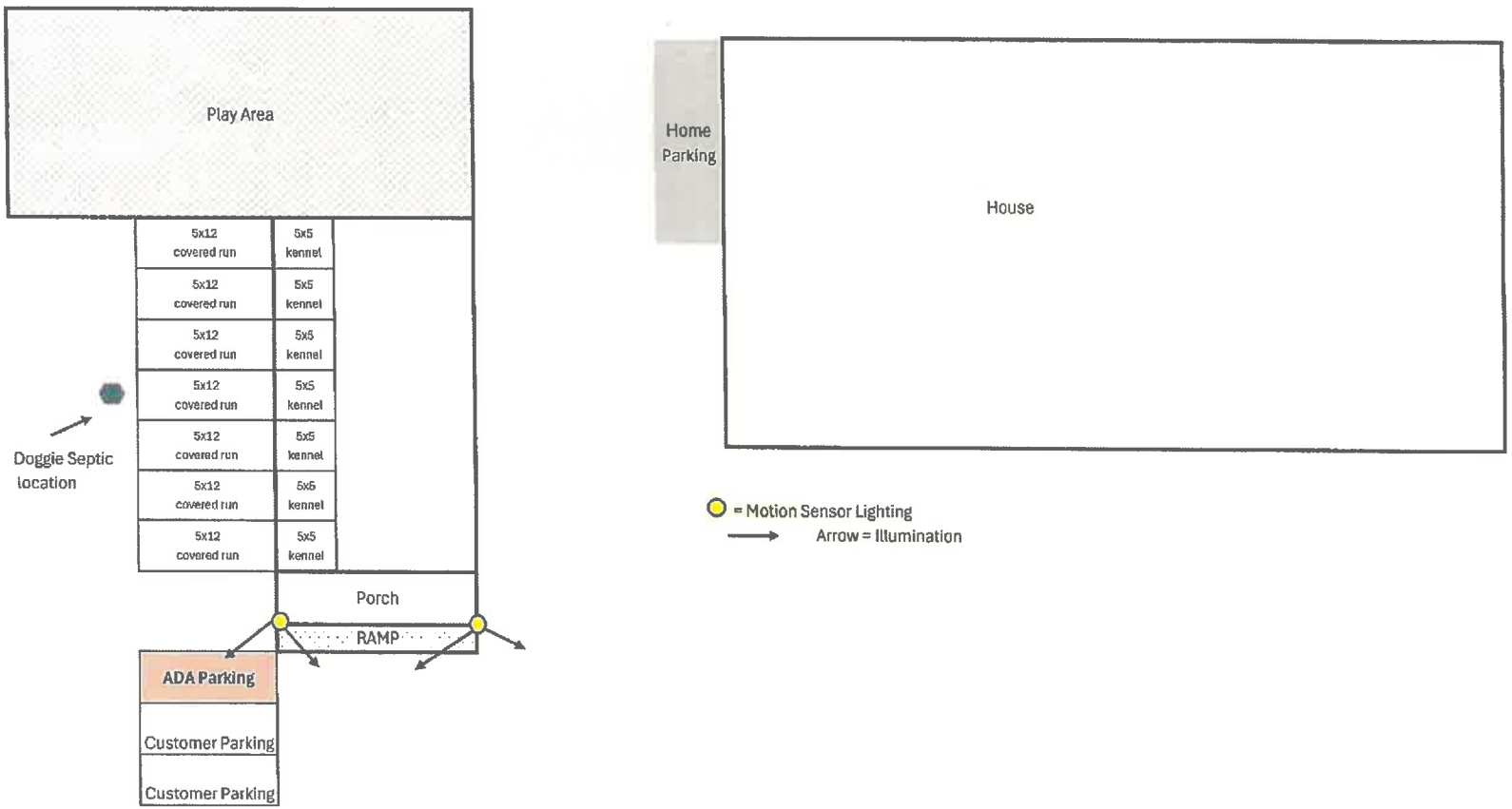
Request to open a dog boarding Kennel

Michael E Brown Carla M. Brown — March 16, 2026

Owner's Signature — Date


OVERVIEW
649ft+-
From center ofroad to building = 232
Road easement = 25 from center
build legnth 40 plus 4 ft ramp = 44
Property length is 900 ft
Distance from back of building back of property =
900-(232-25)-44 = 649 ft
Steve Carter
Property Line
Spoke with Steve.
He is good with Kennel
Fill Lines
305+- 1
Linsey & Laura Crawford
Power Pole
102
Spoke with Linsey.
He is good with Kennel
325+- 1
60
Doggie
Play Area
Play area will be
~40x40, 6 ft Privacy
31
Patio
Septic Tank
House
5 x 10 Dog Runs
14 x 40 Building
6 ft Privacy, ~50 ft
Property Line
Motion Sensor Lights
Parking
232 ft to center of road
Future Sign 2ft x 5 ft
Use Existing Driveway
ARMSTRONG RD


Play Area
5x12 covered run
5x5 kennel
5x12 covered run
5x5 kennel
5x12 covered run
5x5 kennel
5x12 covered run
5x5 kennel
5x12 covered run
5x5 kennel
6x12 covered run
5x5 kennel
8x12 covered run
5x5 kennel
Porch
RAMP
Handicap Parking
Customer Parking
Customer Parking
Home Parking
House
= Motion Sensor Lighting
Arrow = Illumination


Play Area
5x12 covered run
5x5 kennel
5x12 covered run
5x5 kennel
5x12 covered run
5x5 kennel
5x12 covered run
5x5 kennel
5x12 covered run
5x5 kennel
5x12 covered run
5x5 kennel
5x12 covered run
5x5 kennel
Doggie Septic location
Porch
RAMP
ADA Parking
Customer Parking
Customer Parking
Home Parking
House
= Motion Sensor Lighting
Arrow = Illumination

New Business: D

Case 2026-06

Harsha Lachmandas

Robertson County Development Office
Staff Comments
Board of Zoning Appeals Meeting
Amanda Harrington, AICP, Planning Advisor
April 23, 2026

Applicant: Harsha Lachmandas
SHIVA, LLC

Request: Special Exception for the Sale of Consumer Fireworks

Property Information:

- Tax Map 045, Parcel 021.00
- 5124 Hwy 431 N., Springfield, TN 37172
- 5.06 acres
- Zoned C-1
- 8th Voting District



Figure 1: TN Prop. Viewer
Tax Map 045., Parcel 021.00

Relevant Zoning Regulations:
Attached is the below information.

Article IV, Section 4-1 (B) ~ Limited Duration Goods and Merchandise

Discussion:
The applicant is seeking permission from the Board of Zoning Appeals for the temporary approval to sell consumer fireworks.

This use can be identified as Limited Duration Goods and Merchandise under the Temporary Use Regulations, which is a Special Exception use per the Robertson County Zoning Resolution.

**** END COMMENTS ****

4-10.7 Open Space Standards and Requirements

4-10.8 Ownership, Management and Maintenance of Open Space

4-10.9 Sewage Disposal

4-10.10 Scenic, Natural Feature and Historic Preservation

4-10.11 Roads and Pedestrian Ways

4-11 SPECIAL CONDITIONS FOR PERMITTING A BED AND BREAKFAST HOME

(Added by Resolution 061607077)

4-1 TEMPORARY USE REGULATIONS Amended by Resolution 121718129

The following regulations are necessary to govern the operation of certain necessary or seasonal uses nonpermanent in nature. Application for a Temporary Use Permit shall be made to the Board of Zoning Appeals through the office of the building commissioner. Said application shall contain a graphic description of the property to be utilized and a site plan, a description of the proposed use, and sufficient information to determine yard requirements, setbacks, sanitary facilities, and parking space for the proposed temporary use. The following uses are deemed to be temporary uses and shall be subject to the specific regulations and time limits which follow and to the regulations of any district in which such use is located.

A. Carnivals or Circuses: May obtain a Temporary Use Permit in the Agricultural, Commercial, or Flood Districts; however, such permit shall be issued for a period of not longer than fifteen *(15)* days. Such use shall be permitted on lots where adequate off-street parking can be provided.

B. Limited Duration Goods and Merchandise: May obtain a thirty *(30)* day Temporary Use permit for the display and sale of limited duration goods and merchandise on open lots in any district.

C. Temporary Buildings: In any district, a Temporary Use Permit may be issued for contractor's temporary office and equipment sheds incidental to a construction project. Such permit shall not be valid for more than one *(1)* year, but may be renewed for six (6) month extensions; however, not more than three *(3)* extensions for a particular use shall be granted. Such use shall be removed immediately upon completion of the construction project, or upon expiration of the Temporary Use Permit, whichever occurs sooner.

D. Real Estate Sales Office: In any district, a Temporary Use Permit may be issued for a temporary real estate sales office in any new subdivision which has been approved by the planning commission under the Robertson County Subdivision Regulations. Such office shall contain no living accommodations. The permit will be valid for one *(1)* year, but may be granted two *(2)* six *(6)* month extensions. Such office shall be removed upon completion of sales of the lots therein, or upon expiration of the Temporary Use Permit, whichever occurs sooner.

ROBERTSON COUNTY DEVELOPMENT OFFICE
ROBERTSON COUNTY OFFICE BUILDING
527 SOUTH BROWN STREET, SPRINGFIELD, TENNESSEE 37172
615-384-3666

Board of Zoning Appeals Application for a Special Exception

Owner of Record Information

Name: Harsha Lachmandas
Mailing Address (No P.O. Boxes, please): 5124 Highway 431 N, Springfield TN 37172
Email: _____
Telephone Number: _____

Procedure Notes

1. Special Exceptions are requested when a certain use has been identified as a "Special Exception" in the Zoning Resolution for the zone where the property is located. Special Exceptions must first be approved by the Board of Zoning Appeals first before any site plans for the project are submitted for consideration to the Planning Commission.
2. The applicant must demonstrate compliance with the specific standards for the use, as set forth in the City's Zoning Resolution. The burden is on the applicant to demonstrate to the Board of Zoning Appeals that all conditions of the Zoning Resolution have been met.
3. The Board of Zoning Appeals will consider the request and determine if it meets the requirements set forth by the County's Zoning Resolution.

Application Process:

In order to publish the notice in the newspaper on time, the application due dates are firm. Complete applications received after the application deadline will be placed on the following month's agenda. Applications are considered "complete" when the following steps have been completed:

1. Submit one (1) copies of this completed form and supporting materials to Robertson County Development Office by application due date (see attached form).
2. Remit application fee to Robertson County Development Office.
3. Ensure the application is **signed by property owner**.
4. Pick up the BZA Meeting Notice sign for the yard from the County Development Office. Place it in the yard of the subject property, where it is easily seen by the public.
5. Attend Board of Zoning Appeals meeting. Be ready to present the application to the Board. **Failure to attend the meeting may result in the application being denied.**

Request for Review:

Please state the exact Special Exception use being sought, including the Zoning Resolution Article & Section. Please attach additional pages if more room is required. Please include any supporting documentation that supports your position.

Hwy 431 N 5124, Springfield TN; tax map: 45, parcel: 21.00; owner: R and V LLC
Special exception for temporary use of fireworks stand
current zoning classification: C1, property contains 5.06 acres

Harsha Lachmandas — Owner's Signature
3/19/26 — Date

March 10, 202

Robertson County Board of Zoning Appeals
501 South Brown Street
Springfield, TN 37172

Re: Request for Special Exception Approval for Fireworks Stand

Dear Board Members,

The purpose of this letter is to request a Special Exception approval for a temporary use permit for a Fireworks Stand. The property may be found on Tax Map 45, part of Parcel 21, in the Tax Assessor's Office for Robertson County, Tennessee. The property has road frontage on U.S. Highway # 431 and Tennessee Highway # 25, in the 8th Commission District.

The address of the proposed location is Hwy 431N 5124, Springfield, TN 37172.

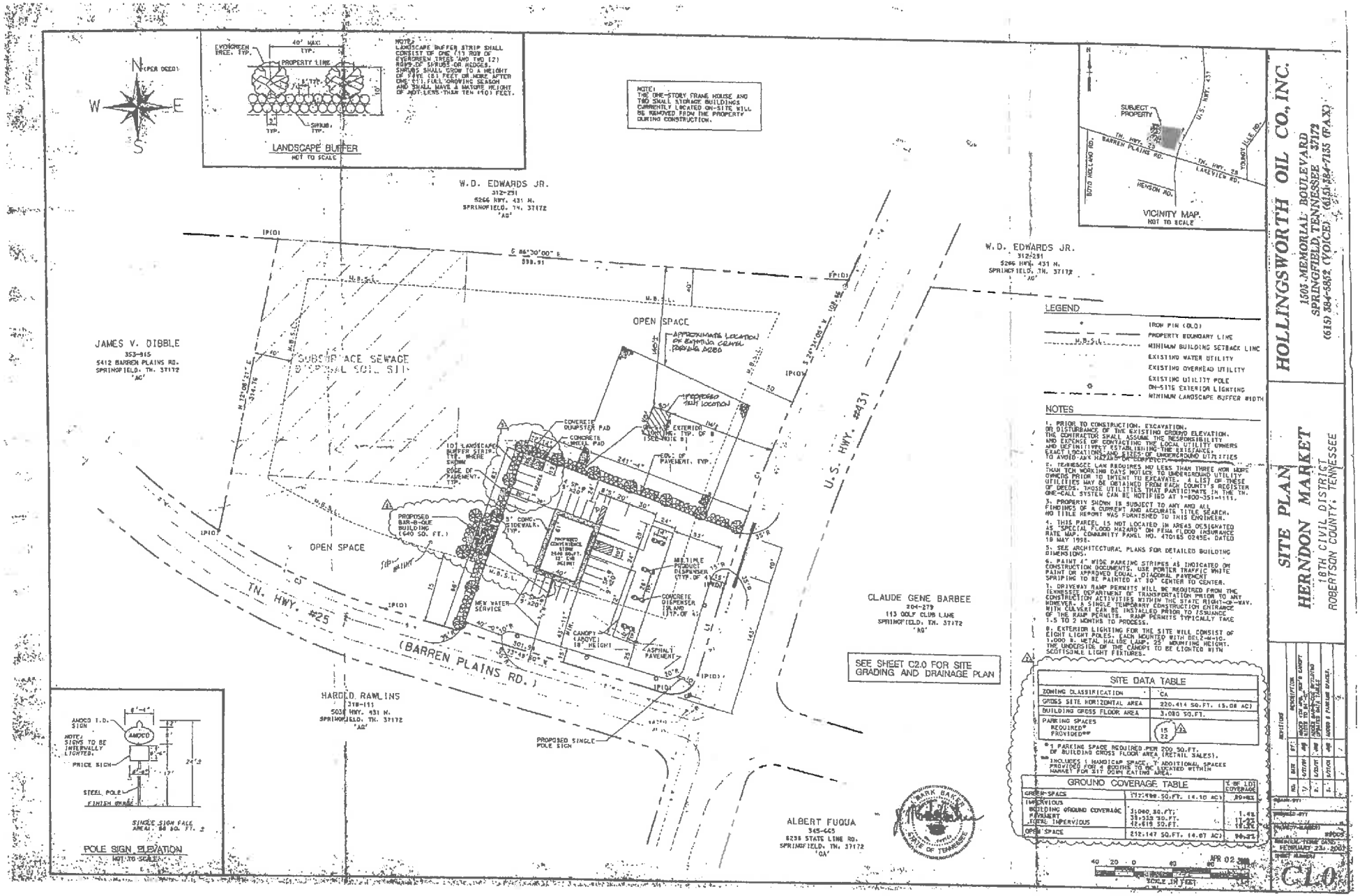
Use of operation from this location will be from June 20, 2026 until July 5, 2026.
Hours of operation at this location will be from 10:00 A.M. to 10:00 P.M.

The property is currently zoned, `C-1'.

Thank you for your cooperation with this matter and if we may assist you in any manner please contact us at your earliest convenience.

Sincerely,

Shiva, Inc
5124 Highway 431 North
Springfield, TN 37172
Contact: Harsha Lachmandas
(615) 604-4690


N (PER DEED)
W
E
S
LANDSCAPE BUFFER
NOT TO SCALE
NOTE: LANDSCAPE BUFFER STRIP SHALL CONSIST OF ONE (1) ROW OF EVERGREEN TREES AND TWO (2) ROWS OF SHRUBS OR HEDGES. SHRUBS SHALL GROW TO A HEIGHT OF FIVE (5) FEET OR MORE AFTER ONE (1) FULL GROWING SEASON AND SHALL HAVE A MATURE HEIGHT OF NOT LESS THAN TEN (10) FEET.
NOTE: THE ONE-STORY FRAME HOUSE AND TWO SMALL STORAGE BUILDINGS CURRENTLY LOCATED ON-SITE WILL BE REMOVED FROM THE PROPERTY DURING CONSTRUCTION.
VICINITY MAP
NOT TO SCALE
SUBJECT PROPERTY
U.S. HWY. 431
TN. HWY. 25 BARREN PLAINS RD.
LAKEVIEW RD.
TOMMY ALLEN RD.
HENSON RD.
W.D. EDWARDS JR.
312-251
5266 HWY. 431 N.
SPRINGFIELD, TN. 37172
"AG"
JAMES V. DIBBLE
353-915
5412 BARREN PLAINS RD.
SPRINGFIELD, TN. 37172
"AG"
OPEN SPACE
SUBSURFACE SEWAGE DISPOSAL SOIL SITE
APPROXIMATE LOCATION OF EXISTING CEMETERY
PROPOSED TEST LOCATION
CONCRETE DUMPSTER PAD
CONCRETE SHELL PAD
EXISTING EXTERIOR LIGHTING (TYP. OF 8) (SEE NOTE 8)
EDGE OF PAVEMENT, TYP.
10' LANDSCAPE BUFFER STRIP (TYP. WHERE SHOWN)
EDGE OF PAVEMENT, TYP.
PROPOSED BAR-B-QUE BUILDING (640 SQ. FT.)
5' CONC. SIDEWALK (TYP.)
PROPOSED CONVENIENCE STORE 3,080 SQ. FT. 22 CAR PKNG.
MR. TIMLE PRODUCT DISPENSER (TYP. OF 4)
CONCRETE DISPENSER ISLAND (TYP. OF 4)
CANOPY (ABOVE) 18' HEIGHT
ASPHALT PAVEMENT
NEW WATER SERVICE
TN. HWY. #25 (BARREN PLAINS RD.)
U.S. HWY. #431
HAROLD RAWLINS
318-111
5038 HWY. 431 N.
SPRINGFIELD, TN. 37172
"AG"
CLAUDE GENE BARBEE
204-279
113 GOLF CLUB LANE
SPRINGFIELD, TN. 37172
"AG"
ALBERT FUQUA
345-665
8238 STATE LINE RD.
SPRINGFIELD, TN. 37172
"CA"
PROPOSED SINGLE POLE SIGN
SEE SHEET C2.0 FOR SITE GRADING AND DRAINAGE PLAN
AMOCO I.D. SIGN
NOTE: SIGNS TO BE INTERNALLY LIGHTED.
PRICE SIGN
STEEL POLE
FINISH GRADE
SINGLE SIGN FACE AREA: 88 SQ. FT. ±
POLE SIGN ELEVATION
NOT TO SCALE
LEGEND
IRON PIN (OLD)
PROPERTY BOUNDARY LINE
M.B.S.L. MINIMUM BUILDING SETBACK LINE
EXISTING WATER UTILITY
EXISTING OVERHEAD UTILITY
EXISTING UTILITY POLE
ON-SITE EXTERIOR LIGHTING
MINIMUM LANDSCAPE BUFFER WIDTH
NOTES
1. PRIOR TO CONSTRUCTION, EXCAVATION, OR DISTURBANCE OF THE EXISTING GROUND ELEVATION, THE CONTRACTOR SHALL ASSUME THE RESPONSIBILITY AND EXPENSE OF CONTACTING THE LOCAL UTILITY OWNERS AND DEFINITIVELY ESTABLISHING THE EXISTENCE, EXACT LOCATIONS AND SIZES OF UNDERGROUND UTILITIES TO AVOID ANY HAZARD OR CONFLICT.
2. TENNESSEE LAW REQUIRES NO LESS THAN THREE NOR MORE THAN TEN WORKING DAYS NOTICE TO UNDERGROUND UTILITY OWNERS PRIOR TO INTENT TO EXCAVATE. A LIST OF THESE UTILITIES MAY BE OBTAINED FROM EACH COUNTY'S REGISTER OF DEEDS. THOSE UTILITIES THAT PARTICIPATE IN THE TN. ONE-CALL SYSTEM CAN BE NOTIFIED AT 1-800-351-1111.
3. PROPERTY SHOWN IS SUBJECT TO ANY AND ALL FINDINGS OF A CURRENT AND ACCURATE TITLE SEARCH. NO TITLE REPORT WAS FURNISHED TO THIS ENGINEER.
4. THIS PARCEL IS NOT LOCATED IN AREAS DESIGNATED AS "SPECIAL FLOOD HAZARD" ON FEMA FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 470165 0245E, DATED 19 MAY 1998.
5. SEE ARCHITECTURAL PLANS FOR DETAILED BUILDING DIMENSIONS.
6. PAINT 4" WIDE PARKING STRIPES AS INDICATED ON CONSTRUCTION DOCUMENTS. USE POWER TRAFFIC WHITE PAINT OR APPROVED EQUAL. DIAGONAL PAVEMENT SPRIPING TO BE PAINTED AT 30° CENTER TO CENTER.
7. DRIVEWAY RAMP PERMITS WILL BE REQUIRED FROM THE TENNESSEE DEPARTMENT OF TRANSPORTATION PRIOR TO ANY CONSTRUCTION ACTIVITIES WITHIN THE STATE RIGHT-OF-WAY. HOWEVER, A SINGLE TEMPORARY CONSTRUCTION ENTRANCE WITH CULVERT CAN BE INSTALLED PRIOR TO ISSUANCE OF THE RAMP PERMITS. RAMP PERMITS TYPICALLY TAKE 1-5 TO 2 MONTHS TO PROCESS.
8. EXTERIOR LIGHTING FOR THE SITE WILL CONSIST OF EIGHT LIGHT POLES, EACH MOUNTED WITH 6812-400-S-HID, 1,000 S. METAL HALIDE LAMP, 25' MOUNTING HEIGHT. THE UNDERSIDE OF THE CANOPY TO BE LIGHTED WITH SCOTTSDALE LIGHT FIXTURES.
SITE DATA TABLE
ZONING CLASSIFICATION: CA
GROSS SITE HORIZONTAL AREA: 220,414 SQ.FT. (5.08 AC)
BUILDING GROSS FLOOR AREA: 3,080 SQ.FT.
PARKING SPACES REQUIRED* 15
PROVIDED** 23
*1 PARKING SPACE REQUIRED PER 200 SQ.FT. OF BUILDING GROSS FLOOR AREA (RETAIL SALES).
**INCLUDES 1 HANDICAP SPACE, 7 ADDITIONAL SPACES PROVIDED FOR 4 SEATING TO BE LOCATED WITHIN MARKET FOR SIT DOWN EATING AREA.
GROUND COVERAGE TABLE
GREEN SPACE: 172,488 SQ.FT. (3.96 AC) 78.2%
IMPERVIOUS
BUILDING GROUND COVERAGE: 3,080 SQ.FT. 1.4%
PAVEMENT: 38,926 SQ.FT. 17.7%
TOTAL IMPERVIOUS: 42,619 SQ.FT. 19.3%
OPEN SPACE: 212,147 SQ.FT. (4.87 AC) 96.2%
40 20 0 40 80
SCALE IN FEET
APR 02 2001
HOLLINGSWORTH OIL CO., INC.
1605 MEMORIAL BOULEVARD
SPRINGFIELD, TENNESSEE 37172
(615) 384-5852 (VOICE) (615) 384-7135 (FAX)
SITE PLAN
HERNDON MARKET
18TH CIVIL DISTRICT
ROBERTSON COUNTY, TENNESSEE
NO. BY DESCRIPTION
1. 1/27/01 MHB ADDED C2.0 APPL. REV'S COMMENTS
2. 2/27/01 MHB ADDED 8' PARKING SPACES
3. 3/27/01 MHB ADDED 8' PARKING SPACES
4. 3/27/01 MHB ADDED 8' PARKING SPACES
DRAWN BY: MHB
CHECKED BY: MHB
APPROVED BY: MHB
PRELIMINARY PLANS DATED: FEBRUARY 23, 2001
SHEET NUMBER
C1.0

New Business: E

Case 2026-07

Harsha Lachmandas

Robertson County Development Office
Staff Comments
Board of Zoning Appeals Meeting
Amanda Harrington, AICP, Planning Advisor
April 23, 2026

Applicant: Harsha Lachmandas
SHIVA, LLC

Request: Special Exception for the Sale of Consumer Fireworks



Figure 1: TN Prop. Viewer
Tax Map 100., Parcel 066.00

Property Information:

- Tax Map 100, Parcel 066.00
- 4230 Hwy 49 W., Springfield, TN 37172
- 2.54 acres
- Zoned C-1
- 11th Voting District

Relevant Zoning Regulations:
Attached is the below information.

Article IV, Section 4-1 (B) ~ Limited Duration Goods and Merchandise

Discussion:
The applicant is seeking permission from the Board of Zoning Appeals for the temporary approval to sell consumer fireworks.

This use can be identified as Limited Duration Goods and Merchandise under the Temporary Use Regulations, which is a Special Exception use per the Robertson County Zoning Resolution.

**** END COMMENTS ****

4-10.7 Open Space Standards and Requirements

4-10.8 Ownership, Management and Maintenance of Open Space

4-10.9 Sewage Disposal

4-10.10 Scenic, Natural Feature and Historic Preservation

4-10.11 Roads and Pedestrian Ways

4-11 SPECIAL CONDITIONS FOR PERMITTING A BED AND BREAKFAST HOME

(Added by Resolution 061507077)

4-1 TEMPORARY USE REGULATIONS Amended by Resolution 121718129

The following regulations are necessary to govern the operation of certain necessary or seasonal uses nonpermanent in nature. Application for a Temporary Use Permit shall be made to the Board of Zoning Appeals through the office of the building commissioner. Said application shall contain a graphic description of the property to be utilized and a site plan, a description of the proposed use, and sufficient information to determine yard requirements, setbacks, sanitary facilities, and parking space for the proposed temporary use. The following uses are deemed to be temporary uses and shall be subject to the specific regulations and time limits which follow and to the regulations of any district in which such use is located.

A. Carnivals or Circuses: May obtain a Temporary Use Permit in the Agricultural, Commercial, or Flood Districts; however, such permit shall be issued for a period of not longer than fifteen *(15)* days. Such use shall be permitted on lots where adequate off-street parking can be provided.

B. Limited Duration Goods and Merchandise: May obtain a thirty *(30)* day Temporary Use permit for the display and sale of limited duration goods and merchandise on open lots in any district.

C. Temporary Buildings: In any district, a Temporary Use Permit may be issued for contractor's temporary office and equipment sheds incidental to a construction project. Such permit shall not be valid for more than one *(1)* year, but may be renewed for six (6) month extensions; however, not more than three *(3)* extensions for a particular use shall be granted. Such use shall be removed immediately upon completion of the construction project, or upon expiration of the Temporary Use Permit, whichever occurs sooner.

D. Real Estate Sales Office: In any district, a Temporary Use Permit may be issued for a temporary real estate sales office in any new subdivision which has been approved by the planning commission under the Robertson County Subdivision Regulations. Such office shall contain no living accommodations. The permit will be valid for one *(1)* year, but may be granted two *(2)* six *(6)* month extensions. Such office shall be removed upon completion of sales of the lots therein, or upon expiration of the Temporary Use Permit, whichever occurs sooner.

ROBERTSON COUNTY DEVELOPMENT OFFICE
ROBERTSON COUNTY OFFICE BUILDING
527 SOUTH BROWN STREET, SPRINGFIELD, TENNESSEE 37172
615-384-3666

Board of Zoning Appeals Application for a Special Exception

Owner of Record Information
Name: Harsha Lachmandas
Mailing Address (No P.O. Boxes, please): 5754 Hwy 431 N Springfield TN 37172
Email: _____
Telephone Number: _____

Procedure Notes

1. Special Exceptions are requested when a certain use has been identified as a "Special Exception" in the Zoning Resolution for the zone where the property is located. Special Exceptions must first be approved by the Board of Zoning Appeals first before any site plans for the project are submitted for consideration to the Planning Commission.
2. The applicant must demonstrate compliance with the specific standards for the use, as set forth in the City's Zoning Resolution. The burden is on the applicant to demonstrate to the Board of Zoning Appeals that all conditions of the Zoning Resolution have been met.
3. The Board of Zoning Appeals will consider the request and determine if it meets the requirements set forth by the County's Zoning Resolution.

Application Process:
In order to publish the notice in the newspaper on time, the application due dates are firm. Complete applications received after the application deadline will be placed on the following month's agenda. Applications are considered "complete" when the following steps have been completed:

1. Submit one (1) copies of this completed form and supporting materials to Robertson County Development Office by application due date (see attached form).
2. Remit application fee to Robertson County Development Office.
3. Ensure the application is **signed by property owner.**
4. Pick up the BZA Meeting Notice sign for the yard from the County Development Office. Place it in the yard of the subject property, where it is easily seen by the public.
5. Attend Board of Zoning Appeals meeting. Be ready to present the application to the Board. **Failure to attend the meeting may result in the application being denied.**

Request for Review:
Please state the exact Special Exception use being sought, including the Zoning Resolution Article & Section. Please attach additional pages if more room is required. Please include any supporting documentation that supports your position.

Hwy 49 W 4230, Springfield TN; tax map: 100, parcel: 66.00, owner: Ralph M. White
Special exception for temporary use for fireworks stand
current zoning classification: C1; property contains 2.54 acres

Harsha Lachmandas — Owner's Signature
3/19/26 — Date

March 10, 2026

Robertson County Board of Zoning Appeals
501 South Brown Street
Springfield, TN 37172

Re: Request for Special Exception Approval for Fireworks Stand

Dear Board Members,

The purpose of this letter is to request a Special Exception approval for a temporary use permit for a Fireworks Stand. The property may be found on Tax Map 100, part of Parcel 66, in the Tax Assessor's Office for Robertson County, Tennessee. The property has road frontage on Flewellyn Road and Tennessee Highway #49, in the 11th Commission District.

The address of the proposed location is Hwy 49W 4230, Springfield, TN 37172.

Use of operation from this location will be from June 20, 2026 until July 5, 2026.
Hours of operation at this location will be from 10:00 A.M. to 10:00 P.M.

The property is currently zoned, 'C-1'.

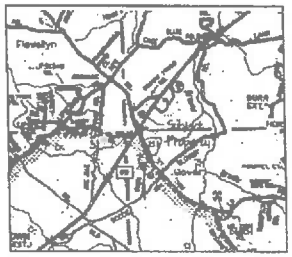
Thank you for your cooperation with this matter and if we may assist you in any manner please contact us at your earliest convenience.

Sincerely,

Shiva, Inc
5124 Highway 431 North
Springfield, TN 37172
Contact: Harsha Lachmandas
(615) 604-4690

Curve Table						
NUMBER	DELTA ANGLE	CHORD DIRECTION	TANGENT	RADIUS	ARC LENGTH	CHORD LENGTH
C1	02°48'25"	N 19°49'52" W	84.37	3444.28	168.70	168.68

Line Table		
NUMBER	DIRECTION	DISTANCE
L1	N 68°46'00" E	15.00



Vicinity Map
Not to Scale

Deed North

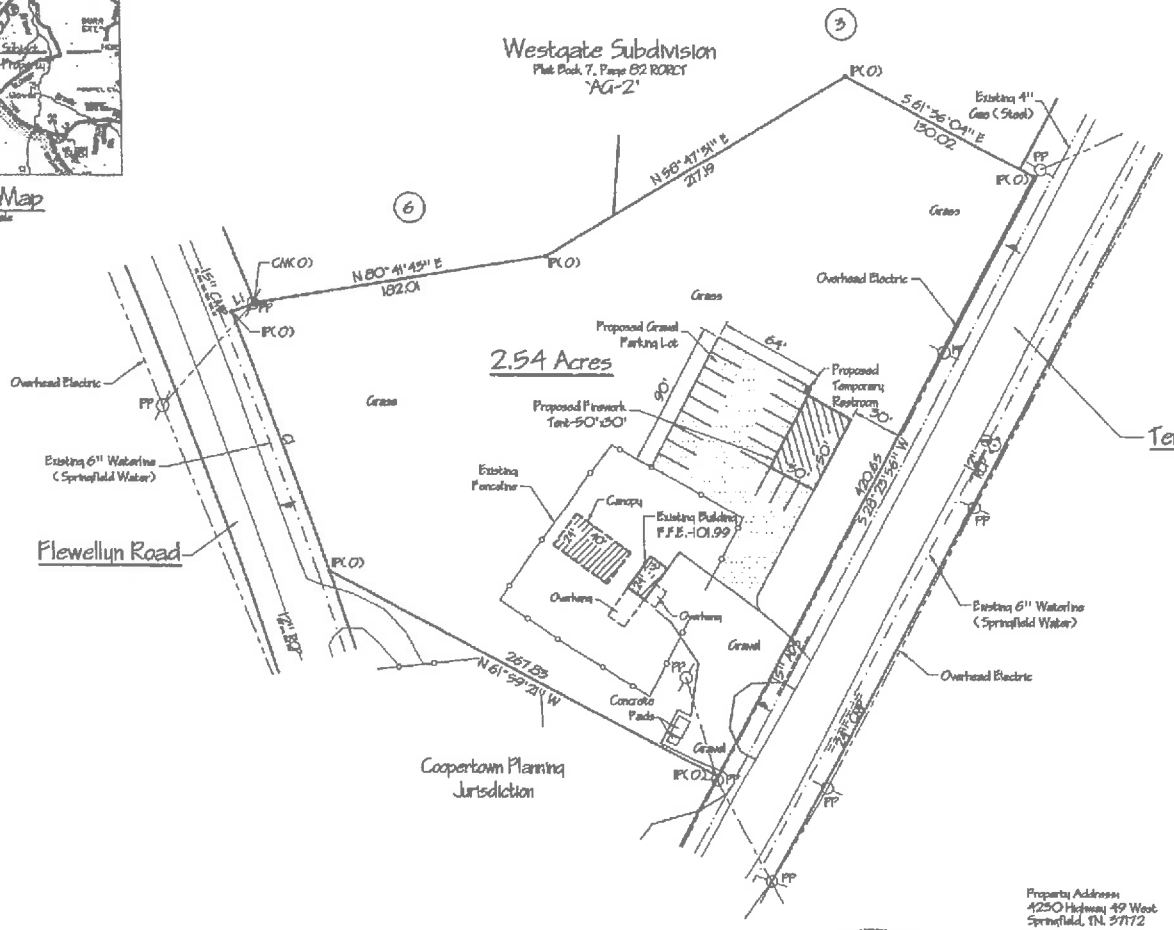


50 25 0 50 100

Scale In Feet
1" = 50'

Surveyor's Notes:

1. No Title Report was furnished to the surveyor therefore the survey shown hereon is subject to any and all findings an accurate Title Report may reveal.
2. This survey was made using the latest recorded deeds and physical evidence found in the field.
3. All distances shown hereon are based on a field run survey using EDM equipment and have been adjusted for temperature.
4. The survey shown hereon was made in accordance with Chapter 0820-3-.07, Standards of Practice as adopted by the State of Tennessee Board of Examiners for Land Surveyors.



Ralph M. White
Owner
Harsha Lachmandas - Contact
4226 Hwy. 49 West
Springfield, TN 37172

Shiva Inc.
Operator
Harsha Lachmandas - Contact
5124 Hwy. 431 North
Springfield, TN 37172
(615) 604-4690

Legend
CMK(O) Concrete Monument (Old)
IP(O) Iron Pin (Old)
L1 Refer to Line Table Shown Hereon for Data
C1 Refer to Curve Table Shown Hereon for Data
Existing Fire Hydrant
Water Valve
Road Sign
PP Power Pole

Cad File No. 060377522
Coord. File No. 060377E

CALL BEFORE YOU DIG
811 CALL 811 NATIONWIDE
Know what's below. Call before you dig.

Current Zoning Classification - "C1"

I hereby certify that this General Property Survey is a Category III Survey and the Ratio of Precision of the Unadjusted Survey is 1:5000+ and that this survey meets the current Tennessee Minimum Standards of Practice.

STEVEN E. ARTZ
TENNESSEE NO. 1708
1-12-26

Property Address:
4250 Highway 49 West
Springfield, TN 37172

Deed Reference:
Deed Book 359, Page 346 RORCT
Map 100, Parcel 66 TAORCT

Revisions			
Number	Date	By	Comment

Drawn By: SEA
Checked By: JMM
Proj. No.: 060577
Date: 1/10/25

Site Plan For
Shiva Inc.
"Ralph M. White Property"
15th Civil District
Robertson County, Tennessee

Steven E. Artz and Associates, Inc.
Land Surveyors
P.O. Box 929 Springfield, TN 37172
email: sea@stevenartz.com
(615) 382-0451

SP1
Sheet Number

New Business: F

Case 2026-08

Scot Head

Robertson County Development Office
Staff Comments
Amanda Harrington, AICP, Planning Advisor
Board of Zoning Appeals Meeting
April 23, 2026

Applicants: Scot Head

Request: Special Exception for the approval of a new self-supporting cell tower



Figure 1: TN Prop. Viewer
Tax Map 114, Parcel 071.01

Property Information:

- Tax Map 114, Parcel 071.01
- Logan Rd., Greenbrier, TN 37073
- 17.44 acres
- Zoned AG-2
- 3rd Voting District

Relevant Zoning Regulations:
Attached is the below information.

Article VI, Zoning Districts ~ Table 6-A Permitted Use Schedule

Article IV, Supplementary Provisions Apply to Specific Districts ~ 4-9 ~ Minimum Design Standards for Transmission and Communication Towers and Stations

Discussion:
The applicant is seeking permission from the Board of Zoning Appeals to construct a new self-supporting cell tower at this location.

Per the permitted use schedule in the Robertson County Zoning Resolution, a special exception is needed for Radio, Television, or Communication Towers in AG-2 zoning.

1. All towers with a height of one hundred fifty (150) feet (from base to top) or more shall be constructed in accordance with Electronic Industries Association ("EIA") Standard 222E-1991, utilizing a wind rating of eighty (80) miles per hour plus ice loading for Robertson County, Tennessee. Each application for a building permit shall be accompanied by a certification by a professional engineer licensed in the State of Tennessee and competent in such design.

- *The proposed tower is 195' in height. Please indicate on the plan information regarding the wind rating and ice loading capacity per Robertson County regulations.*

Recommendation: Conditional approval subject to staff comments being addressed to the staff's satisfaction.

**** END COMMENTS ****

TABLE 6-A PERMITTED USE SCHEDULE, CONTINUED

USE TYPES	ZONING DISTRICTS												
	AG-1	AG-2	RP-80	R-40	R-30	R-20	C-1	C-2	C-3	C-4	I-1	I-2	I-3
WHOLESALE TRADE Cont'd													
Plumbing and Heating Equipment							P			S	P	P	
Professional & Comm. Equip. & Supplies							P			S	P	P	
Resins							S			S	P	P	
Scrap and Waste Materials (Junkyards)											S	P	
Sporting & Recreational Goods & Supplies							P			P	P	P	
Tobacco and Tobacco Products							P	S	S	P	P	P	
Toys and Hobby Goods and Supplies							P	S	S	S	P	P	
Wallpaper and Paint Brushes							P	S	S	P	P	P	
TRANSPORTATION, WAREHOUSING AND UTILITIES													
Airports or Air Transportation Facilities	S	S					S			S	S	S	
Atomic Reactors													D#
Bulk Mail and Packaging							S			S	P	P	
Bus Terminals							P			S	S	S	
Communication and Broadcasting Facilities	S	S					P			S	S	S	
Courier Services, Central Facility							P			S	P	P	
Courier Service Substations							P			S	P	P	
Hazardous, Infectious & Radioactive Waste (transport, storage and disposal)													D#
Heliports							S			S	P	P	
Land Clearing and Inert Debris Landfills, Major													D#
Land Clearing and Inert Debris Landfills, Minor													D#
Landfill, Solid Waste													D#
Moving and Storage Services							P			S	P	P	
Radio, Television, or Communication Towers	S	S	S	S	S	S	S	S	S	S	S	S	S
Railroad Terminals or Yards							S			S	P	P	
Recycling Processing Centers											S	S	S
Refuse and Raw Material Hauling											S	S	
Refuse and Raw Material Transfer Points													D#
Sewage Treatment Plants	S	S	S	S	S	S	S	S	S	S	S	S	D#
Solar Energy System (Major)	S	S	S				S	S	S	S	S	S	D#
Solid Waste Incinerators													D#

P = Use by right
S = Special Use Permit Required
# =Indicates Additional District Requirements

D = Development Standards
O = Overlay Zoning Required

TABLE 6-A PERMITTED USE SCHEDULE, CONTINUED

limited to twenty-five *(25)* feet in width maximum, exclusive of curb returns.

G. No automobile wrecking, junk, or salvage yard shall be permitted within three hundred *(300)* feet of any public road in Robertson County, except where a more stringent state or Federal law applies.

4-8 DEVELOPMENT STANDARDS FOR CEMETERIES

A. The following standards shall be imposed upon the development and construction of cemeteries in Robertson County:

1. The site proposed for a cemetery shall not interfere with the development of a system of collector and larger streets in the vicinity of such site. In addition, such site shall have direct access to a thoroughfare.

2. Any new commercial cemetery shall be located on a site containing not less than twenty *(20)* acres.

3. All structures including but not limited to mausoleums, permanent monuments, or maintenance buildings shall be setback not less than twenty-five *(25)* feet from any property line or street right-of-way.

4. All graves or burial lots shall be setback not less than twenty-five *(25)* feet from any property line or street right-of-way line.

5. All required yards shall be landscaped and maintained in good order in accordance with state and local regulations.

4-9 MINIMUM DESIGN STANDARDS FOR TRANSMISSION AND COMMUNICATION TOWERS AND STATIONS

(Added Section, by Resolution, May 19, 1997)

Standards for Telephone, Telegraph, and Communications Transmitter Stations and Towers; all transmitter stations, including towers and operating equipment shall adhere to the following standards:

A. All towers with a height of one hundred fifty *(150)* feet (from base to top) or more shall be constructed in accordance with Electronic Industries Association ("EIA") Standard 222E-1991, utilizing a wind rating of eighty (80) miles per hour plus ice loading for Robertson County, Tennessee. Each application for a building permit shall be accompanied by a certification by a professional engineer licensed in the State of Tennessee and competent in such design.

B. A site plan in compliance with ***Section 11-3.3*** shall be approved by the Planning Commission prior to the issuance of a building permit.

C. All towers shall be set back from all property lines by a distance that is equal to:

1. for a guyed tower, twenty *(20)* percent of the height, and

2. for a self-supporting tower, fifty *(50)* percent of the height.

D. All applications for permits to build towers in Robertson County must be accompanied with a "Determination of No Hazard" from the Federal Aviation Administration, as well as all required Federal Communications Commission permit information.

E. The entire tract containing the tower and equipment shall be enclosed with a fence no shorter than six *(6)* feet in height. Access gates will be locked at all times when the site is not occupied.

F. Where the tower site abuts or is contiguous to any residential district, there shall be provided a continuous, solid screening, and it shall be of such plant material as will provide a year-round evergreen screening. Screening, as required herein, shall not be less than four *(4)* feet in height at the time of planting, and shall be permanently maintained.

G. All towers that require marking or lighting shall be done incompliance with Federal Aviation Administration regulations, but no tower shall be lighted from dusk to dawn by any form of white flashing light unless required by the Federal Aviation Administration.

4-10 RESIDENTIAL CLUSTER DEVELOPMENT AND OPEN SPACE CONSERVATION DESIGN OVERLAY PROVISION

(Deleted in its Entirety and Replaced with New Section by Resolution 082106080, August 21, 2006.)

4-10.1 Purposes

To establish an optional process allowing greater flexibility in development design to encourage more sensitive "density-neutral' layouts that are more harmoniously designed to preserve open space and the County's essentially rural character. Among the important public purposes served by this Section are the following:

A. To help maintain the County's distinctive rural character by locating new residential development in areas where the development's visibility from public roads, watercourses, neighboring dwellings and parks would be minimized, with an emphasis upon conserving scenic vistas, and by using design methods for such purposes;

B. To encourage the preservation of productive agricultural land by including such areas within undivided open space and by improving the efficiency of land design practices associated with residential development;

C. To steer development to those areas that are better suited for it by virtue of environmental conditions and availability of public infrastructure;

ROBERTSON COUNTY DEVELOPMENT OFFICE
ROBERTSON COUNTY OFFICE BUILDING
527 SOUTH BROWN STREET, SPRINGFIELD, TENNESSEE 37172
615-384-3666

Board of Zoning Appeals Application for a Special Exception

Owner of Record Information

Name: Scot Alan Head etux
Mailing Address (No P.O. Boxes, please): 1004 Island Brook Dr. Hendersonville, TN 37075
Email: _
Telephone Number: _

Procedure Notes

1. Special Exceptions are requested when a certain use has been identified as a "Special Exception" in the Zoning Resolution for the zone where the property is located. Special Exceptions must first be approved by the Board of Zoning Appeals first before any site plans for the project are submitted for consideration to the Planning Commission.
2. The applicant must demonstrate compliance with the specific standards for the use, as set forth in the City's Zoning Resolution. The burden is on the applicant to demonstrate to the Board of Zoning Appeals that all conditions of the Zoning Resolution have been met.
3. The Board of Zoning Appeals will consider the request and determine if it meets the requirements set forth by the County's Zoning Resolution.

Application Process:

In order to publish the notice in the newspaper on time, the application due dates are firm. Complete applications received after the application deadline will be placed on the following month's agenda. Applications are considered "complete" when the following steps have been completed:

1. Submit one (1) copies of this completed form and supporting materials to Robertson County Development Office by application due date (see attached form).
2. Remit application fee to Robertson County Development Office.
3. Ensure the application is **signed by property owner.**
4. Pick up the BZA Meeting Notice sign for the yard from the County Development Office. Place it in the yard of the subject property, where it is easily seen by the public.
5. Attend Board of Zoning Appeals meeting. Be ready to present the application to the Board. **Failure to attend the meeting may result in the application being denied.**

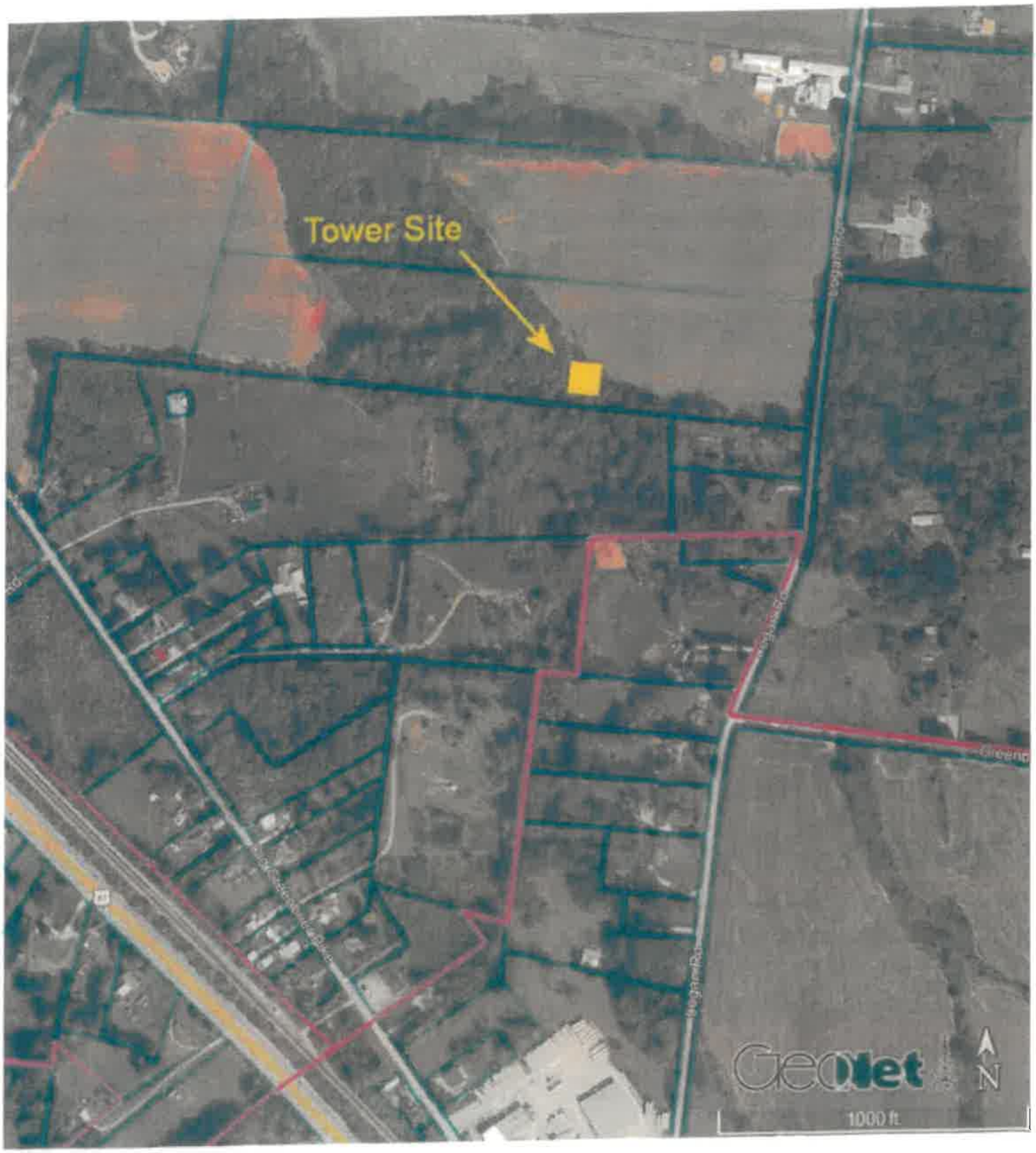
Request for Review:

Please state the exact Special Exception use being sought, including the Zoning Resolution Article & Section. Please attach additional pages if more room is required. Please include any supporting documentation that supports your position.

Article IV Section 4-9 Minimum Design Standards For Transmission and Communication Towers and Stations
New Self Support Cell Tower

Scot Alan Head
Owner's Signature

3/26/2026
Date


Tower Site
GeoNet
N
1000 ft

Antenna Structure Registration



ASR Registration Search

Registration 1332792

HELP

Reg Number	1332792	Status	Granted
File Number	A1348992	Constructed	
EMI	No	Dismantled	
NEPA			

Structure Type	LTOWER - Lattice Tower

Location (in NAD83 Coordinates - Convert to NAD27)

Lat/Long	36-27-05.2 N 086-48-42.0 W	Address	0.22mi NW of Greenbrier Cemetery Rd and Logan Rd
City, State	Greenbrier , TN		
Zip	37073	County	ROBERTSON
Center of AM Array		Position of Tower in Array	

Heights (meters)

Elevation of Site Above Mean Sea Level	Overall Height Above Ground (AGL)
242.9	60.7
Overall Height Above Mean Sea Level	Overall Height Above Ground w/o Appurtenances
303.6	59.4

Painting and Lighting Specifications

None

FAA Notification

FAA Study	2025-ASO-23497-OE	FAA Issue Date	02/25/2026

FRN	0025969999	Owner Entity Type	Limited Liability Company

Owner

Tillman Infrastructure, LLC
Attention To: Regulatory
152 West 57th Street
New York , NY 10019

P: (212)706-9503
F:
E: dmstipo@tillmaninfrastructure.com

Contact

Attention To: Regulatory
152 West 57th Street
New York , NY 10019

P: (212)706-9503
F:
E: dmstipo@tillmaninfrastructure.com

Status	Granted	Received	03/03/2026
Purpose	Amendment	Entered	03/03/2026
Mode	Interactive		

03/03/2026	A1348992 - Amendment (AM)

Comments

None

Date	Event
None	

Pleading Type	Filer Name	Description	Date Entered
None			

None

Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2025-ASO-23497-OE

Issued Date: 02/25/2026

TILLMAN INFRASTRUCTURE, LLC
DONNA-MARIE STIPO
152 West 57th Street
8th Floor
New York, NY 10019

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure: Antenna Tower Greenbrier TN TI-39487
County, State: Robertson, Tennessee

Collected Point(s):

Label	Latitude	Longitude	SE	DET AGL	AMSL
Greenbrier TN TI-39487	36-27-05.15N	86-48-41.98W	797 Ft	199 Ft	996 Ft

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/ lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M Change 1.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at 1-817-222-5915, or Rodney.H-CTR.Love@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2025-ASO-23497-OE.

(DNE)

Signature Control No: 684035592-694641963
Rodney Love
Technician

Attachment(s)
Frequency Data
Map(s)

cc: FCC

Frequency Data for ASN 2025-ASO-23497-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
6	7	GHz	42	dBW
6	7	GHz	55	dBW
10	11.7	GHz	42	dBW
10	11.7	GHz	55	dBW
17.7	19.7	GHz	42	dBW
17.7	19.7	GHz	55	dBW
21.2	23.6	GHz	42	dBW
21.2	23.6	GHz	55	dBW
614	698	MHz	1000	W
614	698	MHz	2000	W
698	806	MHz	1000	W
806	824	MHz	500	W
806	901	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
929	932	MHz	3500	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1670	1675	MHz	500	W
1710	1755	MHz	500	W
1850	1910	MHz	1640	W
1850	1990	MHz	1640	W
1930	1990	MHz	1640	W
1990	2025	MHz	500	W
2110	2200	MHz	500	W
2305	2360	MHz	2000	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W
2496	2690	MHz	500	W

Verified Map for ASN 2025-ASO-23497-OE



Market: Southeast/Tennessee
Cell Site Number: TI-OPP-39487
Cell Site Name: Greenbrier TN
Fixed Asset Number: 16765702

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by Scot Alan Head and Jayne Head, a married couple, having a mailing address of 1004 Island Brook Drive, Hendersonville, Tennessee 37075 ("**Landlord**") and Tillman Infrastructure LLC, a Delaware limited liability company, having an address at 152 West 57th Street, New York, New York 10019 ("**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at Logan Road, Greenbrier, in the County of Robertson, State of Tennessee 37073 (collectively, the "**Property**"). Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. **OPTION TO LEASE.**

(a) Landlord grants to Tenant an exclusive option (the "**Option**") to lease a certain portion of the Property consisting of a 100' x 100' parcel of property including the air space above such ground space as described on attached **Exhibit 1**, (the "**Premises**"), for the placement of a Communication Facility in accordance with the terms of this Agreement.

(b) During the Option Term, and during the Term, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, registrations with the Federal Communications Commissions and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted.

(c) In consideration of Landlord granting Tenant the Options contained in this Agreement, Tenant agrees to pay Landlord the sum of One Thousand Eight Hundred and No/100 Dollars ($1,800.00) within thirty (30) business days after the Effective Date. The Option may be exercised during an initial term of two (2) years commencing on the Effective Date (the "**Initial Option Term**"). If the Option is not exercised during the Initial Term, the term shall automatically renew for an additional one (1) year (the "**Renewal Option Term**"). Tenant shall pay Landlord an additional Nine Hundred and No/100 Dollars ($900.00) within thirty (30) business days after the start date of the Renewal Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "**Option Term.**"

(d) The Option may be sold, assigned or transferred at any time by Tenant without the written consent of Landlord. Upon notification to Landlord of such sale, assignment or transfer, Tenant shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

(e) During the Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option, then Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, then this Agreement will terminate and the parties will have no further liability to each other.

(f) If during the Option Term, or during the Term if the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises and/or the Property, (the "**Surrounding Property**"), or in the event of a threatened foreclosure on any of the foregoing, Landlord shall immediately notify Tenant in writing. Landlord agrees that during the Option Term, or during the Term if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Tenant from using the Premises for the Permitted Use.

2. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and related activities, and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable tower and support structure ("**Structure**"), associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; (collectively, the ""**Permitted Use**"). If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of one hundred twenty (120) days following the start of construction, and as needed to maintain, operate and improve the Communication Facility during the Term, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of the Surrounding Property as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelters or cabinets to the antennas, electric lines from the main feed to the equipment shelters or cabinets and communication lines from the Property's main entry point to the equipment shelters or cabinets, install a generator(s) and to make other improvements, additions, alterations, upgrades or additions appropriate for Tenant's Permitted Use, including the right to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Tenant's safety procedures or applicable law. Tenant has the right to modify, supplement, replace, upgrade, expand the Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes to the Structure or relocate the Communication Facility or add additional cabinets within the Premises at any time during the Term. Tenant will be allowed to make such alterations to the Property in order to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

3. **TERM.**

(a) The initial lease term will be five (5) years (the "**Initial Term**"), commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option (the "**Term Commencement Date**"). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for seventeen (17) additional five (5) year term(s) (each additional five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions set forth herein unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Extension Term.

(c) The Initial Term and any Extension Terms, are collectively referred to as the "**Term.**"

4. **RENT.**

(a) Commencing on the first day of the calendar month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the tenth (10th) day of each calendar month in advance, Nine Hundred and No/100 Dollars ($900.00) (the "**Rent**"). at the address set forth above. In any partial month occurring after the Rent Commencement Date, the Rent will be prorated. The

initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) Upon the commencement of each Extension Term, the monthly Rent will increase by eight percent (8%) over the Rent paid during the previous term.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. **APPROVALS.**

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice. if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 18 Condemnation or Section 19 Casualty.

7. **INSURANCE.** During the Option Term and throughout the Term, Tenant will purchase and maintain in full force and effect such general liability policy as Tenant may deem necessary. Said policy of general liability insurance will at a minimum provide a combined single limit of One Million and No/100 Dollars ($1,000,000.00). Notwithstanding the foregoing, Tenant shall have the right to self-insure such general liability coverage or by adding this site as an endorsement on a pre-existing master policy which contains the above limit.

8. **INTERFERENCE.**

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on

the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will not grant to any third party, the right to construct a Structure or install and operate a Communication Facility on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility or degradation or damage to the Communication Facility

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify and save Landlord harmless from and against any and all liability, damage, expense, claims or judgments, including reasonable attorneys' fees, resulting from injury to person or damage to property resulting from or arising out of the use and occupancy of the Premises by Tenant if caused by the gross negligence or willful misconduct Tenant, its agents, employees, invitees, guests or arising out of the breach of any provision of this Agreement during the term of this Agreement

(b) Landlord agrees to indemnify and save Tenant harmless from and against any and all liability, damage, expense, claims or judgments, including reasonable attorneys' fees, resulting from injury to person or damage to property resulting from or arising out of the use and occupancy of the Property by Landlord if caused by the gross negligence or willful misconduct of Landlord, its agents, employees, invitees, guests or arising out of the breach of any provision of this Agreement during the term of this Agreement

10. WARRANTIES.

(a) Each of Tenant and Landlord (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Agreement without any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest in the form attached hereto as Exhibit 2.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants, except as may be identified in **Exhibit 3** attached to this Agreement, (i) the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or

hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnification provisions contained in this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property., that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, , then Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. **ACCESS.** At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant, it's subtenants, lessees assigns and licensees an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant (the "Access Easement"). Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. If Tenant elects to utilize an Unmanned Aircraft System ("UAS") in connection with its installation, construction, monitoring, suite audits, inspections, maintenance, repair, modification, or alteration activities at the Property, Landlord hereby grants Tenant, as any UAS operator acting on Tenant's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS.

13. **REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations

at the Premises shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. . Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption.

(c) Tenant will have the right to install utilities, at Tenant's expense, and to improve present utilities on the Property and the Premises. Landlord hereby grants to Tenant and any service company providing utility or similar services, including electric power and telecommunications, to Tenant an easement, in, on under and over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of maintaining and operating the Communication Facility and constructing, operating, upgrading and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as Tenant and such service companies may from time to time require in order to provide such services to the Premises (the "Utility Easement"). Upon Tenant's or service company's request, Landlord will execute a separate recordable Utility Easement evidencing this grant, at no cost to Tenant or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, then Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant including Rent, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE.

(a) Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

(b) Subject to the terms of this Agreement, Landlord shall have the right to assign and transfer this Agreement only to a successor owner of the Property. Only upon Tenant receipt of written verification of a sale, or transfer of the Property shall Landlord be relieved of all liabilities and obligations to and Tenant shall look

solely to the new landlord for performance under this Agreement. Landlord shall not attempt to assign, or otherwise transfer this Agreement separate from a transfer of ownership of the Property (the "Severance Transaction"), without the prior written consent of Tenant, which consent may be withheld or conditioned in Tenant's sole discretion. If the Tenant consents to a Severance Transaction, Landlord and its successors and assigns shall remain jointly and severally responsible for the performance of all duties and obligations of the Landlord under this Agreement.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties hereto as follows:

If to Tenant: Tillman Infrastructure LLC
152 West 57th Street 27th Floor
New York, New York 10019
Attn: Lease Administration

With a copy to: Tillman Infrastructure LLC
152 West 57th Street 34th Floor
New York, New York 10019
Attn: Suruchi Ahuja

If to Landlord: Scot and Jayne Head
1004 Island Brook Drive
Hendersonville, TN 37075

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within twenty-four (24) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Structure and Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Tenant undertakes to rebuild or restore the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Communication Facility is completed.

20. **WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise. concerning the Communication Facility including the Structure or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. **TAXES.**

(a) Tenant shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which Landlord demonstrates is the result of Tenant's use of the Premises and/or the installation, maintenance, and operation of the Tenant's improvements, and any sales tax imposed on the rent (except to the extent that Tenant is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which Landlord demonstrates arises from the Tenant's improvements and/or Tenant's use of the Premises. Landlord and Tenant shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by Landlord or Tenant at the Property. Notwithstanding the foregoing, tenant shall not have the obligation to pay any tax, assessment, or charge that Tenant is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making Tenant liable for any portion of Landlord's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, Landlord shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

(b) Tenant shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which Tenant is wholly or partly responsible for payment. Landlord shall reasonably cooperate with Tenant at Tenant's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by Tenant, there is a reduction, credit or repayment received by the Landlord for any taxes previously paid by Tenant, Landlord agrees to promptly reimburse to Tenant the amount of said reduction, credit or repayment. In the event that Tenant does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, Landlord will pursue such dispute at Tenant's sole cost and expense upon written request of Tenant.

22. **SALE OF PROPERTY.**

(a) Landlord may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Landlord's full interest in this Agreement, the purchaser must agree to perform, without requiring compensation from Tenant or any subtenant, any obligation of Landlord under this Agreement, including Landlord's obligation to cooperate with Tenant as provided hereunder.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this Section 22(b) to Tenant. Until Tenant receives all such documents, Tenant's failure to make payments under this Agreement shall not be an event of default and Tenant reserves the right to hold payments due under this Agreement.

i. New deed to Property
ii. New IRS Form W-9
iii. Completed and Signed Tenant Payment Direction Form

iv. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or the Surrounding Property for the installation, operation or maintenance of other wireless communication facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communication facility or equipment.

23. **RIGHT OF FIRST REFUSAL.** Notwithstanding the provisions contained in Section 22, if at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with this Agreement or an offer to purchase an easement with respect to the Premises ("**Offer**"), Landlord shall immediately furnish Tenant with a copy of the Offer. Tenant shall have the right within ninety (90) days after it receives such copy to match the financial terms of the Offer and agree in writing to match such terms of the Offer and Tenant may assign its rights to a third party. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may sell, convey, assign or transfer such property interest in or related to the Premises pursuant to the Offer, subject to the terms of this Agreement. If Landlord attempts to sell, convey, assign or transfer such property interest in or related to the Premises without complying with this Section 23, the sale, conveyance, assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section 23. Tenant's failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this Section 23 with respect to any future proposed conveyances as described.

24. **ELECTRONIC SIGNATURE.** The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed version of an original signature or electronically scanned and transmittal version (e.g. via pdf) of an original signature.

25. **MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Lease substantially in the form attached as **Exhibit 4**. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of Tillman Infrastructure LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT**

OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(o) **Incidental Fees.** Unless specified in this Agreement, no unilateral fees or additional costs or expenses are to be applied by either party to the other party, including review of plans, structural analyses, consents, provision of documents or other communications between the parties.

(p) **Further Acts.** Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Tenant may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and permitted use contemplated by this Agreement, including any Subordination, Non-Disturbance and Attornment Agreement.

(q) **Confidentiality**. The terms and conditions of this Agreement are confidential between the parties and Landlord shall not disclose the same to anyone else, except to Landlord's accountant, attorney and as agreed to by the Parties (except as to sublessees), or as is necessary to effectuate the terms of this Agreement. Any Disclosure in violation of this Section shall be deemed a material breach of this Agreement.

(r) **Estoppel**. Either party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed.

(s) **Rules Against Perpetuities.** If this Agreement or any covenants or provisions herein would otherwise be unlawful, void or voidable for violation of the Rule against Perpetuities, then the same shall continue until 20 years and 6 months after the date of death of the last survivor of the members of Congress of the United States of America (including the House of Representatives and the Senate) representing the State in which the Premises is located who are serving on the date of this Agreement

(t) **Security Interest**. Tenant has the right to assign, mortgage or grant a security interest in all or a portion of Tenant's interest in and to this Agreement, Premises, the Structure, Communication Facility, equipment and Easements, and may assign such Tenant's interests to any such assignee, mortgagees, or holders of security interests, all without Landlord's consent ("Secured Party" or, collectively, "Secured Parties"). If requested, Lessor shall execute such consent to Tenant's financing as may reasonably be required by Secured Parties.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

"WITNESSES"

LeAnn R. Hawkins
Name:

Roger Hankins
Name:

"LANDLORD"

Scot Alan Head and Jayne Head,
a married couple

By: SCOT ALAN HEAD
Print Name: Scot Alan Head
Its: Owner
Date: 10/14/2025

By: Jayne Head
Print Name: Jayne Head
Its: Owner
Date: 10/14/2025

LANDLORD ACKNOWLEDGMENT

STATE OF TENNESSEE)
) ss:
COUNTY OF Sumner)

BE IT REMEMBERED, that on this 14 day of October, 20 25 before me, the subscriber, a person authorized to take oaths in the State of Tennessee, personally appeared **Scot Alan Head** who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.

VICTORIA ROBLES
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires Oct. 4, 2027

Notary Public: Victoria Robles
My Commission Expires: Oct. 4, 2027

STATE OF TENNESSEE)
) ss:
COUNTY OF Sumner)

BE IT REMEMBERED, that on this 14 day of October, 20 25 before me, the subscriber, a person authorized to take oaths in the State of Tennessee, personally appeared **Jayne Head** who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.

VICTORIA ROBLES
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires Oct. 4, 2027

Notary Public: Victoria Robles
My Commission Expires: Oct. 4, 2027

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

"WITNESSES"

_____

Name: _____

_____

Name: _____

"TENANT"

TILLMAN INFRASTRUCTURE LLC,
a Delaware limited liability company

By: _____

Name: _____

Its: Authorized Signatory

Date: _____

ACKNOWLEDGMENT FOR TENANT

STATE OF _____)
) **ss.**
COUNTY OF _____)

On the ____ day of _____ in the year of 20____, before me, the undersigned, a Notary Public in and for said state. personally appeared _____, Authorized Signatory of Tillman Infrastructure LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the individual or the entity upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

Signature:_____
My Commission Expires: _____
Commission Number:_____

Exhibit 1

Description of the Premises & Access and Utility Easements:

to the Option and Lease Agreement dated _____, 20___, by and between Scot Alan Head and Jayne Head, a married couple, as Landlord, and Tillman Infrastructure LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

The following described tract of land located in Robertson County, Tennessee:

Property located in the 12th Civil District of Robertson County, TN. and being described according to a survey by Jeffrey Patrick Chandler, RLS #2353, 3421 Cooper Nicholson Road, Pleasant View, TN 37146, Dated: 03-17-25, as follows:

Beginning at an existing 1 inch iron pipe at a fence post on the west margin of Logan Road being located approximately 2,938 feet northerly from the intersection of Old Greenbrier Pike and having a Tennessee State Plane Coordinate of N:771827.3139, E:1730488.5353;

Thence leaving said margin and with the North line of Brenda Williams (Record Book 1923, Page 466) North 83 degrees 56 minutes 25 seconds West a distance of 452.86 feet to an existing iron rod at the base of a fence post;

Thence with the north line of Jerry Criswell (Record Book 1714, Page 865) North 82 degrees 55 minutes 53 seconds West a distance of 1490.51 feet to a set iron rod;

Thence with a new line severing the property of Scot Alan Head, Ricky Dale Head and Dennis Lee Head (Record Book 695, Page 558) North 15 degrees 32 minutes 31 seconds East a distance of 389.40 feet to a set iron rod having a TSPC of N:772433.6864, E:1728663.3614;

Thence with a new line south 83 degrees 42 minutes 02 seconds East a distance of 1887.64 feet to a set iron rod on the west margin of Logan Road and having a TSPC of N:772226.5947, E:1730539.6289;

Thence with said margin South 07 Degrees 17 minutes 19 seconds West a distance of 402.51 feet to an existing iron pipe at a fence post which is the point of beginning

having an area of 759777.55 square feet, 17.44 acres

Parcel ID: 114 071.01

This being the same property conveyed to Scot Alan Head and Jayne Head, husband and wife from Scot Alan Head, Dennis Lee Head and Ricky Dale Head in a deed dated April 25, 2025 and recorded May 1, 2025 in Book 2395 and Page 741 in Robertson County, TN.

Exhibit 1

Description of the Premises & Access and Utility Easements:

The Premises and Access and Fiber/Utility Easement are described and/or depicted as follows:

LEASE AREA

Being a portion of that certain tract of land as described and recorded in Book 2395, Pages 741 in the Register's Office of Robertson County, Tennessee, lying in the 12th Civil District, said Robertson County and being more particularly described as follows:

Commencing at 3/8" iron pin found on the west right-of-way line of Logan Road and having Tennessee State Plane Coordinates of N:772625.88 E:1730590.66; thence along said west right-of-way line S 07°16'57" W a distance of 805.11 feet to a 1" iron pipe found at the southeast corner of said certain tract of land; thence N 79°26'15" W a distance of 677.56 feet to a 5/8" rebar set and the Point of Beginning; thence N 83°57'43" W a distance of 100.00 feet to a 5/8" rebar set; thence N 06°02'17" E a distance of 100.00 feet to a 5/8" rebar set; thence S 83°57'43" E a distance of 100.00 feet to a 5/8" rebar set; thence S 06°02'17" W a distance of 100.00 feet to the Point of Beginning. Said above-described Lease Area contains 10,000.0 square feet or 0.23 acres, more or less.

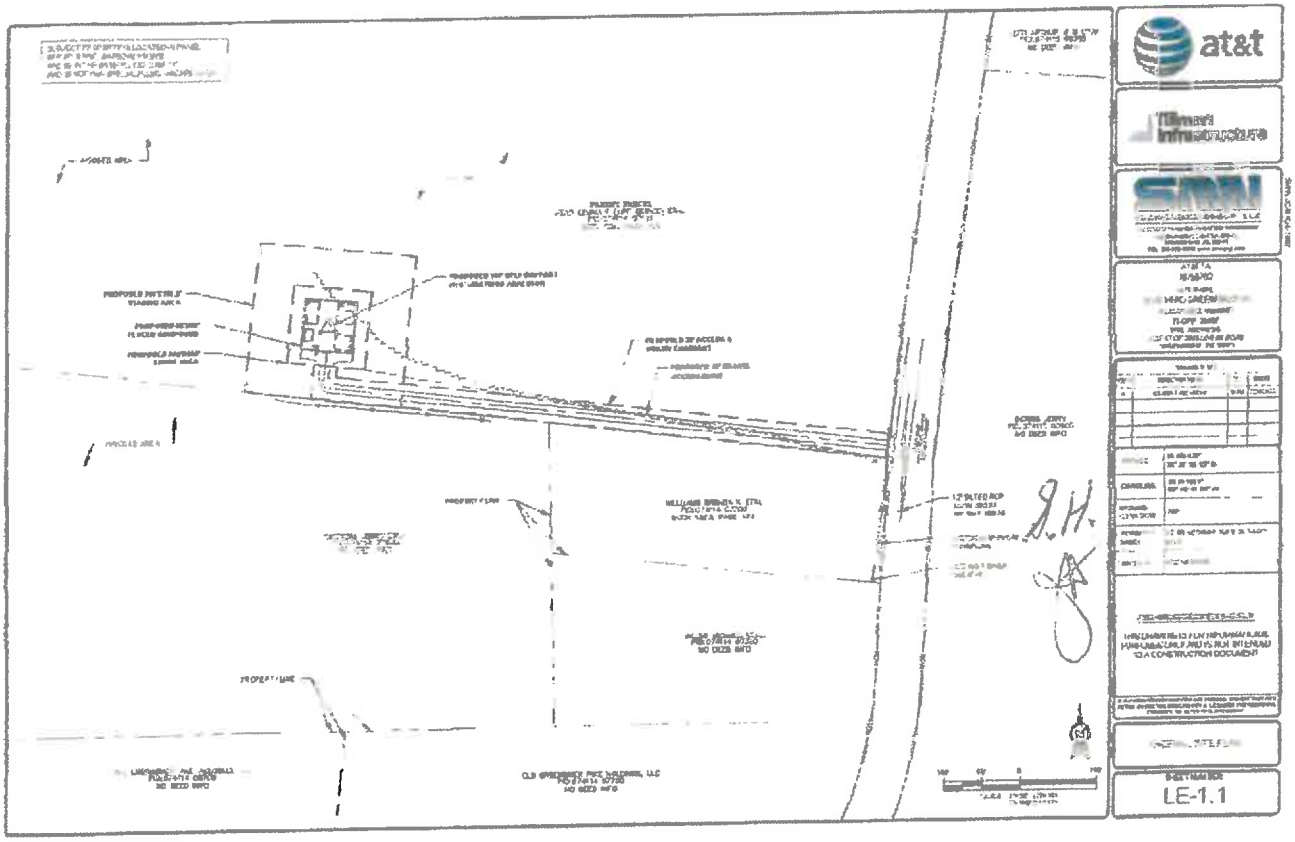
30' INGRESS/EGRESS & UTILITY EASEMENT

Being a portion of that certain tract of land as described and recorded in Book 2395, Pages 741 in the Register's Office of Robertson County, Tennessee, lying in the 12th Civil District, said Robertson County and being more particularly described as follows:

Commencing at 3/8" iron pin found on the west right-of-way line of Logan Road and having Tennessee State Plane Coordinates of N:772625.88 E:1730590.66; thence along said west right-of-way line S 07°16'57" W a distance of 805.11 feet to a 1" iron pipe found at the southeast corner of said certain tract of land; thence N 79°26'15" W a distance of 677.56 feet to a 5/8" rebar set; thence N 83°57'43" W a distance of 50.00 feet to the Point of Beginning of an Ingress/Egress & Utility Easement being 30 feet in width lying 15 feet each side of the following described centerline; thence S 06°02'17" W a distance of 26.97 feet to a point; thence S 83°08'03" E a distance of 725.87 feet, more or less, to a point on the west right-of-way line of said Logan Road and the Point of Ending. Said above-described Easement contains 22,585.2 square feet or 0.52 acres, more or less.

Exhibit 1

Description of the Premises & Access and Utility Easements:



Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

EXHIBIT 2

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

(FOLLOWS ON THE NEXT PAGE

Prepared by and Return to:

Chris Mutaradelis
Tillman Infrastructure LLC
152 W 57th Street
New York, New York 10019
Site No. _____

Fixed Asset No. _____
Market; _____
Cell Site Number: _____
Cell Site Name: _____

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement"), dated as of the date below, between _____ having its principal office at _____, (hereinafter called "**Mortgagee**") and _____, a _____ _____ having its principal office/residing at _____ (hereinafter called "**Landlord**"), and Tillman Infrastructure LLC, a Delaware limited liability company, having an address at 152 West 57th Street, New York, New York 10019 (hereinafter called "**Tenant**").

WITNESSETH:

WHEREAS, Tenant has entered into a certain Option and Lease Agreement dated _____, 20__, (the "**Lease**") with Landlord, covering property more fully described in **Exhibit 1** attached hereto and made a part hereof (the leasehold premises along with the access and utility easement are collectively referred to as the "**Premises**"); and

WHEREAS, Landlord has given to Mortgagee a mortgage and other related collateral documents (collectively the "**Mortgage**") upon property having a street address of _____, being identified as Lot _____ in Block ____ in the _____ of _____, _____ County, State of _____ ("**Property**"), a part of which Property contains the Premises; and

WHEREAS, the Mortgage on the Property is in the original principal sum of _____ ($_____) Dollars, which Mortgage has been recorded in Book ___, Page _____ for _____ County, _____; and

WHEREAS, Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. So long as this Agreement will remain in full force and effect, the Lease is and will be subject and subordinate to the lien and effect of the Mortgage insofar as it affects the real property and fixtures of which the Premises forms a part (but not Tenant's trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured

thereby and interest thereon, with the same force and effect as if the Mortgage had been executed, delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the Lease.

2. In the event Mortgagee takes possession of the Premises as mortgagee-in-possession, including but not limited to, by deed in lieu of foreclosure or foreclosure of the Mortgage. Mortgagee agrees not to affect or disturb Tenant's right to possession of the Premises and any of Tenant's other rights under the Lease in the exercise of Mortgagee's rights so long as Tenant is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants. or conditions of the Lease.

3. In the event that Mortgagee succeeds to the interest of Landlord or other landlord under the Lease and/or to title to the Premises, Mortgagee and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease; accordingly, from and after such event, Mortgagee and Tenant will have the same remedies against one another for the breach of an agreement contained in the Lease as Tenant and Landlord had before Mortgagee succeeded to the interest of Landlord; provided, however. that Mortgagee will not be:

(a) personally liable for any act or omission of any prior landlord (including Landlord); or

(b) bound by any rent or additional rent which Tenant might have paid for more than the payment period as set forth under the Lease (one month, year etc.) in advance to any prior landlord (including Landlord).

4. In the event that Mortgagee or anyone else acquires title to or the right to possession of the Premises upon the foreclosure of the Mortgage. or upon the sale of the Premises by Mortgagee or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise. Tenant agrees not to seek to terminate the Lease by reason thereof, but will remain bound unto the new owner so long as the new owner is bound to Tenant (subject to paragraph 3 above) under all of the terms, covenants and conditions of the Lease.

5. Mortgagee understands, acknowledges and agrees that notwithstanding anything to the contrary contained in the Mortgage and/or any related financing documents. including. without limitation, any UCC-1 financing statements, Mortgagee will acquire no interest in any furniture, equipment, trade fixtures and/or other property installed by Tenant on the Property. Mortgagee hereby expressly waives any interest which Mortgagee may have or acquire with respect to such furniture. equipment. trade fixtures and/or other property of Tenant now. or hereafter, located on or affixed to the Property or any portion thereof and Mortgagee hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property.

6. This Agreement will be binding upon and will extend to and benefit the successors and assigns of the parties hereto and to any assignees or subtenants of Tenant which are permitted under the Lease. The term "Mortgagee", when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Premises by. through or under Mortgagee and/or the Mortgage, whether directly or indirectly.

7. This Agreement will be governed by the laws of the state in which the Premises are located. without regard to conflicts of law.

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

[Signature Pages Follows]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the last signature date below.

WITNESSES:

_____
Name: _____

_____
Name: _____

LANDLORD:

_____,
a _____ _____

By: _____
Name: _____
Title: _____
Date: _____

LANDLORD (INDIVIDUAL)

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, ( ) who is personally known to me OR ( ) who has produced _____ as identification.

_____
Notary Public
My Commission Expires: _____

LANDLORD (PARTNERSHIP)

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, partner on behalf of a _____, _____ partnership, ( ) who is personally known to me OR ( ) who has produced _____ as identification.

_____
Notary Public
My Commission Expires: _____

LANDLORD (CORPORATION)

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____[name of representative], the _____[title] of the corporation, ( ) who is personally known OR ( ) who has produced _____as identification.

_____
Notary Public
My Commission Expires: _____

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the last signature date below.

WITNESSES:

_____
Name: _____

_____
Name: _____

TENANT:

Tillman Infrastructure LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date: _____

TENANT ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the ____ day of _____ in the year of 20___, before me, the undersigned, a Notary Public in and for said state, personally appeared_____, Authorized Signatory of Tillman Infrastructure LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the individual or the entity upon behalf of which the individual acted executed the instrument.

WITNESS my hand and official seal.

Signature:_____
My Commission Expires: _____
Commission Number:_____

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the last signature date below.

WITNESSES:

_____
Name: _____

_____
Name: _____

MORTGAGEE:

_____,
a _____ _____

By: _____
Name: _____
Title: _____
Date: _____

MORTGAGEE (CORPORATION)

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____, 20___ by _____ [name of representative] the _____[title] of _____[name of banking institution], a _____ corporation on behalf of the corporation ( ) who is personally known OR ( ) who produced _____ as identification.

_____
Notary Public
My Commission Expires: _____

EXHIBIT 1 OF SNDA

DESCRIPTION OF PREMISES

The Property is legally described as follows:

The Premises is legally described as follows:

EXHIBIT 3

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the Effective Date, is free of hazardous substances except as follows:

[INSERT AS APPLICABLE]

EXHIBIT 4

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

Prepared by and return to:

Chris Mularadelis
Tillman Infrastructure LLC
152 W 57th Street
New York, New York 10019
Site No. _____

Fixed Asset No. 16765702
Market: Southeast/Tennessee
Cell Site Number: TI-OPP-39487
Cell Site Name: Greenbrier TN

MEMORANDUM OF
LEASE AGREEMENT

This Memorandum of Lease Agreement is entered into on this ____ day of _____, 20____, by and between Scot Alan Head and Jayne Head, a married couple, having a mailing address of 1004 Island Brook Drive, Hendersonville, Tennessee 37075 (hereinafter referred to as "**Landlord**") and Tillman Infrastructure LLC, a Delaware limited liability company, having an address at 152 W. 57th Street, New York, New York 10019 (hereinafter referred to as "**Tenant**").

1. The Agreement Landlord and Tenant entered into a certain Option and Lease Agreement ("**Agreement**") on the _____ day of _____, 20____, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement, concerning real property located at Logan Road, Greenbrier, Tennessee 37073 (the "Real Property), and as is more particularly described on **Exhibit 1** hereto.

2. Tenant exercised the option pursuant to the Option and Lease Agreement and the initial lease term will be Five (5) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of its option, with Seventeen (17) successive automatic Five (5) year options to renew.

3. The portion of the Property being leased to Tenant and associated access and utility easements are described in **Exhibit 2** annexed hereto.

4. The Agreement gives Tenant a right of first refusal in the event Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement with respect to the Premises.

5. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between

the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

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

-SIGNATURE PAGE TO FOLLOW-

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"WITNESSES"

LeAnn R. Hawkins
Name: LeAnn R. Hawkins

Roger Hawkins
Name: Roger Hawkins

Name: _____

Name: _____

"LANDLORD"
Scot Alan Head and Jayne Head,
a married couple

By: Scot Alan Head
Print Name: Scot Alan Head
Its: Owner Scot Alan Head
Date: 10/14/2025

By: Jayne Head
Print Name: Jayne Head
Its: Owner Jayne Head
Date: 10/14/2025

"TENANT"

TILLMAN INFRASTRUCTURE LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____
Date: _____

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On the ____ day of _____ in the year of 20____, before me, the undersigned, a Notary Public in and for said state, personally appeared_____, Authorized Signatory of Tillman Infrastructure LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the individual or the entity upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

Signature:_____
My Commission Expires: _____
Commission Number:_____

LANDLORD ACKNOWLEDGMENT

STATE OF TENNESSEE)
) ss:
COUNTY OF Sumner)

BE IT REMEMBERED, that on this 14 day of October, 2025 before me, the subscriber, a person authorized to take oaths in the State of Tennessee, personally appeared **Scot Alan Head** who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.

Notary Public: Victoria Robles
My Commission Expires: Oct. 4, 2027

VICTORIA ROBLES
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires Oct. 4, 2027

STATE OF TENNESSEE)
) ss:
COUNTY OF Sumner)

BE IT REMEMBERED, that on this 14 day of October, 2025 before me, the subscriber, a person authorized to take oaths in the State of Tennessee, personally appeared **Jayne Head** who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.

Notary Public: Victoria Robles
My Commission Expires: Oct. 4, 2027

VICTORIA ROBLES
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires Oct. 4, 2027

EXHIBIT 1

Description of Real Property

The following described tract of land located in Robertson County, Tennessee:

Property located in the 12th Civil District of Robertson County, TN. and being described according to a survey by Jeffrey Patrick Chandler, RLS #2353, 3421 Cooper Nicholson Road, Pleasant View, TN 37146. Dated: 03-17-25, as follows:

Beginning at an existing 1 inch iron pipe at a fence post on the west margin of Logan Road being located approximately 2,938 feet northerly from the intersection of Old Greenbrier Pike and having a Tennessee State Plane Coordinate of N:771827.3139, E:1730488.5353:

Thence leaving said margin and with the North line of Brenda Williams (Record Book 1923, Page 466) North 83 degrees 58 minutes 25 seconds West a distance of 452.86 feet to an existing iron rod at the base of a fence post;

Thence with the north line of Jerry Criswell (Record Book 1714, Page 865) North 82 degrees 55 minutes 53 seconds West a distance of 1490.51 feet to a set iron rod:

Thence with a new line severing the property of Scot Alan Head, Ricky Dale Head and Dennis Lee Head (Record Book 695, Page 558) North 15 degrees 32 minutes 31 seconds East a distance of 389.40 feet to a set iron rod having a TSPC of N:772433.6884, E:1728663.3614;

Thence with a new line south 83 degrees 42 minutes 02 seconds East a distance of 1887.64 feet to a set iron rod on the west margin of Logan Road and having a TSPC of N:772226.5947, E:1730539.6289:

Thence with said margin South 07 Degrees 17 minutes 19 seconds West a distance of 402.51 feet to an existing iron pipe at a fence post which is the point of beginning

having an area of 759777.55 square feet, 17.44 acres

Parcel ID: 114 071.01

This being the same property conveyed to Scot Alan Head and Jayne Head, husband and wife from Scot Alan Head, Dennis Lee Head and Ricky Dale Head in a deed dated April 25, 2025 and recorded May 1, 2025 in Book 2395 and Page 741 in Robertson County, TN.

EXHIBIT 2

DESCRIPTION OF PREMISES AND ACCESS AND UTILITY EASEMENT

to the Memorandum of Lease dated _____, 20___, by and between Scot Alan Head and Jayne Head, a married couple, as Landlord, and Tillman Infrastructure LLC, a Delaware limited liability company, as Tenant.

The Premises and Access & Fiber/Utility Easement are described and/or depicted as follows:

LEASE AREA

Being a portion of that certain tract of land as described and recorded in Book 2395, Pages 741 in the Register's Office of Robertson County, Tennessee, lying in the 12th Civil District, said Robertson County and being more particularly described as follows:

Commencing at 3/8" iron pin found on the west right-of-way line of Logan Road and having Tennessee State Plane Coordinates of N:772625.88 E:1730590.66; thence along said west right-of-way line S 07°16'57" W a distance of 805.11 feet to a 1" iron pipe found at the southeast corner of said certain tract of land; thence N 79°26'15" W a distance of 677.56 feet to a 5/8" rebar set and the Point of Beginning; thence N 83°57'43" W a distance of 100.00 feet to a 5/8" rebar set; thence N 06°02'17" E a distance of 100.00 feet to a 5/8" rebar set; thence S 83°57'43" E a distance of 100.00 feet to a 5/8" rebar set; thence S 06°02'17" W a distance of 100.00 feet to the Point of Beginning. Said above-described Lease Area contains 10,000.0 square feet or 0.23 acres, more or less.

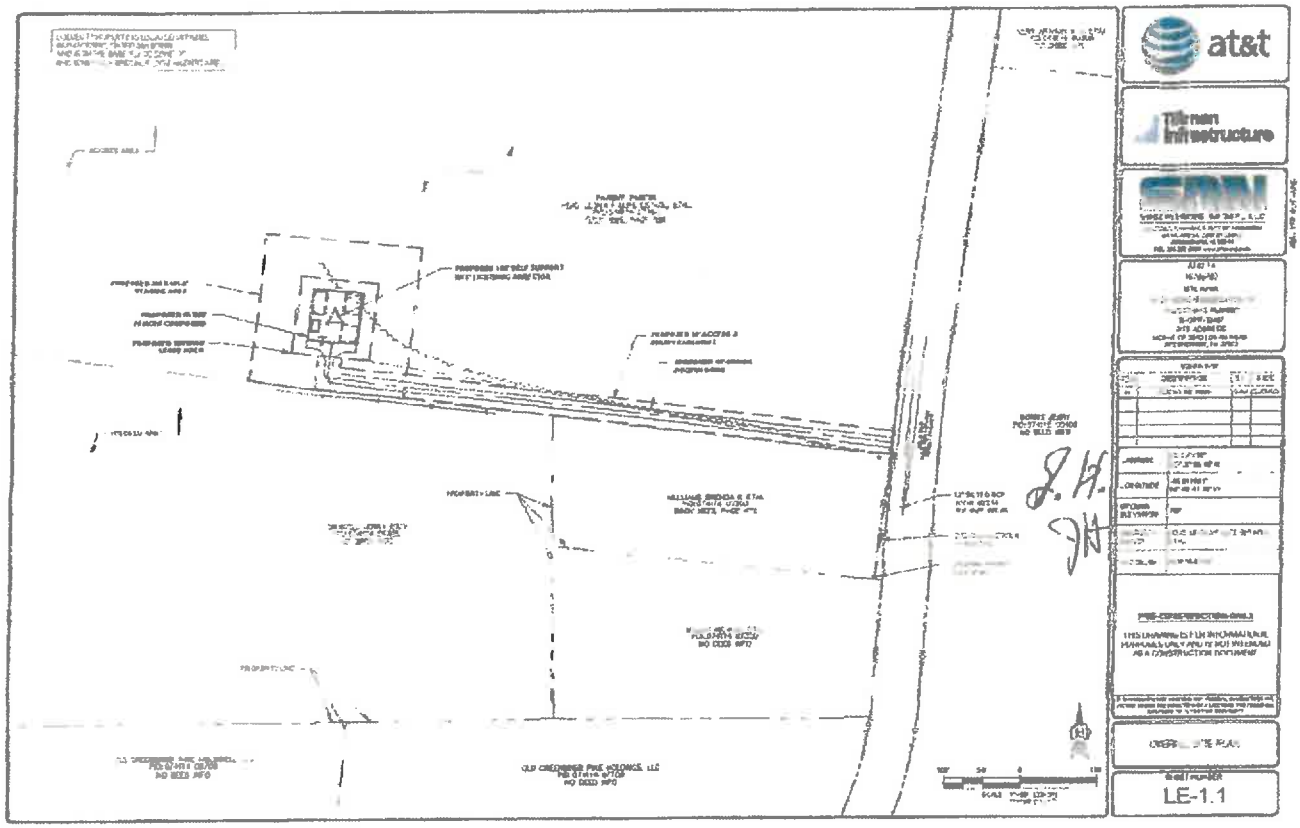
30' INGRESS/EGRESS & UTILITY EASEMENT

Being a portion of that certain tract of land as described and recorded in Book 2395, Pages 741 in the Register's Office of Robertson County, Tennessee, lying in the 12th Civil District, said Robertson County and being more particularly described as follows:

Commencing at 3/8" iron pin found on the west right-of-way line of Logan Road and having Tennessee State Plane Coordinates of N:772625.88 E:1730590.66; thence along said west right-of-way line S 07°16'57" W a distance of 805.11 feet to a 1" iron pipe found at the southeast corner of said certain tract of land; thence N 79°26'15" W a distance of 677.56 feet to a 5/8" rebar set; thence N 83°57'43" W a distance of 50.00 feet to the Point of Beginning of an Ingress/Egress & Utility Easement being 30 feet in width lying 15 feet each side of the following described centerline; thence S 06°02'17" W a distance of 26.97 feet to a point; thence S 83°08'03" E a distance of 725.87 feet, more or less, to a point on the west right-of-way line of said Logan Road and the Point of Ending. Said above-described Easement contains 22,585.2 square feet or 0.52 acres, more or less.

EXHIBIT 2

DESCRIPTION OF PREMISES AND ACCESS AND UTILITY EASEMENT



1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN *ABOVE*