

Resolution No. _____
Requested by: Sheriff's Office

**RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY OF A
SUBLEASE AGREEMENT WITH FRANKLIN WEB PRINTING COMPANY, INC.
FOR THE LEASE OF OFFICE SPACE FOR THE SHERIFF'S OFFICE**

- WHEREAS,** Williamson County is a Tennessee governmental entity which is authorized to execute lease agreements for real property in accordance with *Tennessee Code Annotated, Sections 5-7-116, and 7-51-901 et. seq.*; and
- WHEREAS,** an office previously used by the 21st Judicial District Drug/Violent Crimes Task Force has become vacant and the Williamson County Sheriff has expressed a need for office space; and
- WHEREAS,** the office space is in a facility located at 113 Beasley Drive, Franklin, TN that is in close proximity to the Sheriff's Office; and
- WHEREAS,** the facility is currently leased by Franklin Web Printing Company, Inc. who has agreed to sublease the office space to Williamson County for a monthly rental fee of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00); and
- WHEREAS,** the Board of Commissioners finds that it is in the interest of the citizens of Williamson County to sublease the office space for use by the Sheriff's Office:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this 13th day of January, 2025, hereby authorizes the Williamson County Mayor to execute a sublease agreement with Franklin Web Printing Company, Inc. as well as all other related documents necessary for it to sublease office space in the facility located at 113 Beasley Drive, Franklin Tennessee for use by the Williamson County Sheriff's Office.

County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement Public Safety	For _____	Against _____		
Property Committee	For _____	Against _____		
Budget Committee	For _____	Against _____		
Commission Action Taken:	For _____	Against _____	Pass _____	Out _____

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

SUBLEASE AGREEMENT

THIS AGREEMENT, made and entered into on this the 1st_day of February 2025, by and between **FRANKLIN WEB PRINTING COMPANY, INC.**, a Tennessee corporation, hereinafter referred to as “Sub-Lessor”, and **WILLIAMSON COUNTY, TENNESSEE**, on behalf of its Sheriff’s Office, hereinafter referred to as “Sub-Lessee”;

WITNESSETH:

WHEREAS, Mary Pittman Anderson is the owner of certain real estate, together with the improvements thereon, situated at 113 Beasley Drive, Franklin, Williamson County, Tennessee, same being more specifically described in Book 357, page 565, Register’s Office of Williamson County, Tennessee;
and,

WHEREAS, the said Mary Pittman Anderson did heretofore on or about January 15th, 2009, lease said premises, together with the improvements thereon, to Sub-Lessor pursuant to the terms and provisions of a Lease Agreement entered into by and between said parties; and

WHEREAS, Sub-Lessee has reviewed the contents of said Lease Agreement by and between Mary Pittman Anderson and Sub-Lessor and is familiar with the contents of same, and additionally, Sub-Lessee has reviewed the contents of said Extension Agreement by and between Mary Pittman Anderson and Sub-Lessor and is likewise familiar with the contents of same; and,

WHEREAS, Sub-Lessee desires to sublease from Sub-Lessor certain office space situated in the premises leased by Sub-Lessor; and,

WHEREAS, the parties hereto desire to enter into this Sublease Agreement (“Sublease”) defining all rights, duties, and liabilities of the respective parties;

NOW, THEREFORE, for good and valuable consideration exchanged, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

SECTION ONE DESCRIPTION OF PREMISES

The premises subleased herein is office space containing approximately 1,972 square feet and storage space containing approximately 900 square feet for a total of 2,872 square feet located at 113 Beasley Drive Franklin, Tennessee 37064.

SECTION TWO PURPOSE OF SUBLEASE

The premises demised under this Sublease is to be used as office space only by Sub-Lessee in the conduct of its business. Sub-Lessee shall not use the premises for any illegal, immoral, or ultra-hazardous activity, whether within or outside the scope of the business of Sub-Lessee.

SECTION THREE TERM OF SUBLEASE

The term of this Sublease shall be for a period of five (5) years, commencing on February 1, 2025 and terminating on January 31, 2030. However, in the event Mary Pittman Anderson and/or Sub-Lessor herein should elect to terminate the original Lease Agreement by and between Mary Pittman Anderson and Sub-Lessor as provided in their Lease Agreement and/or Extension Agreement, this Sublease shall likewise terminate with the termination of the original Lease Agreement, and Sub-Lessor and Sub-Lessee shall have no further rights and/or obligations as to the other herein upon said termination.

SECTION FOUR RENT

Sub-Lessee shall pay to Sub-Lessor as rent for the Sublease term equal installments of Two Thousand Five Hundred Dollars (\$2,500) per month with the first of said installments being due and payable on February 1 2025, and subsequent installments at monthly intervals thereafter.

SECTION FIVE SERVICES AND UTILITIES

Sub-Lessor shall be responsible for the payment of all water, sewer, gas, and electrical services provided on the premises leased by Sub-Lessor from the said Mary Pittman Anderson. However, as an alternative to payment for utilities, Sub-Lessee agrees to pay to Sub-Lessor the sum of seventy-five dollars (\$75) per month as its agreed share of said utility services, said amount to be paid in accordance with the same schedule as hereinabove provided in Section Four for rental payments. All other utilities required by Sub-Lessee on the premises, including telephone services shall be obtained by and at the expense of Sub-Lessee. Sub-Lessee shall also obtain and pay the expense of all janitorial services required on the demised premises.

SECTION SIX ACCIDENTAL DAMAGE OR INJURY

To the extent permissible pursuant to applicable law, Sub-Lessee agrees to indemnify and hold Sub-Lessor and Mary Pittman Anderson harmless from any losses, injuries and/or damages sustained by any person in and/or on the premises leased by Sub-Lessee during the term of this Sublease, excluding situations caused by the negligence of Mary Pittman Anderson and/or Sub-Lessor, same to include, but not by way of exclusion, damages, injuries, attorney's fees, and court costs. Additionally, during the term of this Sublease, Sub-Lessee agrees to secure and maintain in full force and effect a liability insurance policy in the minimum amount of Five Hundred Thousand Dollars (\$500,000) per event with Sub-Lessor and the said Mary Pittman Anderson named as additional insured parties thereunder. Sub-Lessee agrees to furnish to Sub-Lessor, upon request, confirmation that said coverage is being maintained in full force and effect.

SECTION SEVEN CASUALTY DAMAGE OR INJURY

In the event the premises herein should be damaged by the elements and/or fire to such an extent as would not significantly impact Sub-Lessee's use of same and/or make same untenable, the lease herein shall continue providing the damage to the premises is repaired and/or restored within thirty (30) days from date of loss

thereon. However, in the event the damage to the premises should be of such significance as would make same untenable, Sub-Lessee in that event shall have the option of terminating this Sublease. However, should the premises damage be repaired and/or restored by the owner of said premises prior to the expiration of this Sublease, Sub-Lessee in that event shall have the right to resume said Sublease for the remainder of the Sublease term, rent thereon being abated during the period of disuse.

SECTION EIGHT COMPLIANCE WITH ORIGINAL LEASE AND LAWS

Sub-Lessee shall not cause or allow any undue waste on the premises and shall comply with all applicable laws and ordinances respecting the use and occupancy of the premises. Sub-Lessee shall not be required to make any alterations, additions, or improvements to the premises in order to conform to this Sublease. Sub-Lessee shall perform and observe the terms and conditions to be performed on the part of the Sub-Lessor under the provisions of the original lease Agreement between Sub-Lessor and Mary Pittman Anderson, excepting the covenant for the payment of rent reserved thereby, and to indemnify to the extent permissible by applicable law, Sub-Lessor against all claims, damages, costs, and expenses in respect to the non-performance or non-observance of any such terms or conditions.

SECTION NINE REPAIRS

Sub-Lessor, unless herein specified to the contrary, shall maintain the premises in good repair and tenantable condition during the continuance of this Sublease, except in case of damage arising from acts or negligence of Sub-Lessee or the agents of Sub-Lessee.

SECTION TEN ALTERATIONS, ADDITIONS, OR IMPROVEMENTS

Sub-Lessee shall not make any alterations, additions, or improvements on or to the premises without first obtaining the written consent of Sub-Lessor, and all alterations, additions, or improvements that shall be made shall be at the sole expense of Sub-Lessee and shall become the property of Mary Pittman Anderson and shall remain on and be surrendered with the premises as part thereof at the termination of this Sublease without disturbance, molestation, or injury. Nothing contained in this provision shall prevent Sub-Lessee from removing all office machines, equipment, and trade fixtures customarily used in the business of Sub-Lessee.

SECTION ELEVEN LIENS

Sub-Lessee shall keep the subleased premises free and clear of all liens arising out of any work performed, materials furnished, or obligations incurred by Sub-Lessee.

SECTION TWELVE ACCESS TO PREMISES

Sub-Lessee shall allow Sub-Lessor or Mary Pittman Anderson, or the agents or employees of either, the free access to the premises at all reasonable times for the purpose of inspecting or of making repairs, additions, or

alterations to the premises or any property owned by or under the control of either party.

SECTION THIRTEEN ADVERTISEMENTS

All signs or symbols placed in the windows or doors of the premises, or on any exterior part of the building by Sub-Lessee, shall be subject to the approval of Sub-Lessor. If Sub-Lessee shall place signs or symbols on the exterior of the building or in the windows or doors where they are visible from the street that are not satisfactory to Sub-Lessor, then Sub-Lessor may immediately demand the removal of the signs or symbols, and the refusal by Sub-Lessee to comply with any demand within a period of seventy-two (72) hours will constitute a breach of this Sublease and entitle Sub-Lessor immediately to recover possession of the premises in the manner provided by law. Any signs so placed on the premises shall be so placed on the understanding and agreement that Sub-Lessee shall remove these signs or symbols at the termination of the tenancy herein created and repair any damage or injury to the premises caused thereby. If not so removed by Sub-Lessee, then Sub-Lessor may have the signs or symbols removed at the expense of Sub-Lessee.

SECTION FOURTEEN SALES, ASSIGNMENTS, AND SUBLEASES

Sub-Lessee shall not assign this Sublease, or sell or sublet the premises subleased herein, or any part thereof or interest therein, without the prior written consent of Sub-Lessor which shall not be unreasonably withheld. This Sublease shall not be assigned by operation of law. If consent is once given by Sub-Lessor to the assignment of this Sublease or sublease of the premise or any interest therein, Sub-Lessor shall not be barred from subsequently refusing to consent to any further assignment or sublease. Any attempt to sell, assign, or sublet without the consent of Sub-Lessor, shall be deemed as a default by Sub-Lessee, entitling Sub-Lessor to re-enter pursuant to Section Nineteen, if Sub-Lessor so elects.

SECTION FIFTEEN QUIET ENJOYMENT

If Sub-Lessee performs the terms of this Sublease, Sub-Lessor will warrant and defend Sub-Lessee in the enjoyment and peaceful possession of the premises during the term hereof without interruption.

SECTION SIXTEEN CONDEMNATION

If the premises or any part thereof are appropriated or taken for any public use by virtue of eminent domain or condemnation proceedings, or if by reason of law, ordinance, or by court decree, whether by consent or otherwise, the use of the premises by Sub-Lessee for any of the specific purposes referred to herein shall be prohibited, Sub-Lessee shall have the right to terminate this Sublease on written notice to Sub-Lessor, and rental shall be paid only to the time when Sub-Lessee surrenders possession of the premises.

SECTION SEVENTEEN OPTION TO RENEW

Providing Sub-Lessee has complied with all material terms and provisions of this Sublease, it shall have the right to extend the terms of this Sublease for an additional period of two (2) years commencing on February 1,

2030 and ending on January 31st, 2032. At the conclusion of the initial term of this Sublease, Sub-Lessor within its discretion shall have the right to increase the rental payments herein by a sum that will not exceed ten percent (10%) of the rental for the original term of this Sublease. Said rental payments shall be remitted in accordance with the same schedule herein referenced, and all remaining terms and provisions of this Sublease shall remain in full force and effect during said period of renewal, including the termination of same should the original Lease Agreement by and between Mary Pittman Anderson and Sub-Lessor be terminated.

SECTION EIGHTEEN CONFIRMATION BY OWNER OF PREMISES

Mary Pittman Anderson, the owner of the real estate herein and the original Lessor under the original Lease Agreement hereinabove referenced joins in the execution of this Sublease for the purpose of acknowledging that even in the event Sub-Lessor herein should default under the terms of the original Lease Agreement with the said Mary Pittman Anderson, she will agree to allow Sub-Lessee to remain in the premises herein leased during the original Sublease term, providing Sub-Lessee is at all times current in its Sublease obligations and providing rental payments and utility payments thereunder are remitted to Mary Pittman Anderson, all of which is likewise acceptable to Sub-Lessor. Further, nothing herein is intended to suggest that the said Mary Pittman Anderson has any obligation to extend the original term of her Lease Agreement with Sub-lessor, and Sub-Lessee acknowledges that it is subleasing the premises herein with full knowledge that no representations regarding same have been made by the said Mary Pittman Anderson or Sub-Lessor herein.

SECTION NINETEEN DEFAULT BY SUB-LESSEE

If any rents reserved, or any part thereof, shall be and remain unpaid when these rents shall become due, or if Sub-Lessee violates or defaults in any of the material provisions of this Sublease, then Sub-Lessor may cancel this Sublease by giving the notice required herein, and re-enter the premises. Notwithstanding any re-entry, the liability of Sub-Lessee for the rent shall be extinguished for the balance of the term hereof, and Sub-Lessee shall make good to Sub-Lessor any deficiency arising from re-entry and reletting of the premises at a reduced rental. Sub-Lessee shall pay any deficiency on the first day of each month immediately following the month in which the amount of deficiency is ascertained by Sub-Lessor.

SECTION TWENTY INSOLVENCY OR BANKRUPTCY

If Sub-Lessee becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee, or other liquidating officer is appointed for the business of Sub-Lessee, then Sub-Lessor may terminate this Sublease at the option of Sub-Lessor.

SECTION TWENTY-ONE WAIVER OF BREACH

The waiving of any of the provisions of this Sublease by any party shall be limited to the particular instance involved and shall not be deemed to waive any other rights of the same or any other terms of this Sublease.

SECTION TWENTY-TWO TERMINATION AND

SURRENDER

Sub-Lessee shall surrender the premises within thirty (30) days from receipt of notice of termination of this Sublease, or on the last day of the term of the Sublease. Sub-Lessor shall have the right to place and maintain on the premises "For Rent" or "For Sale" signs during the last ninety (90) days of the term of this Sublease. Sub-Lessee shall, at the expiration of this Sublease, surrender the keys to the premises to Sub-Lessor. If Sub-Lessee shall surrender the premises at the election of Sub-Lessee, the liability for all duties and obligations required of Sub-Lessee shall continue until the surrender has been accepted by Sub-Lessor in writing. Sub-Lessee shall have the right to terminate this Sublease at any time during this Sublease with written notice one hundred eighty (180) days prior to date of termination.

SECTION TWENTY-THREE REMOVAL OF PERSONAL PROPERTY

Sub-Lessee shall have the right to remove all personal property, trade fixtures, and office equipment, whether attached to the premises or not, provided that these items can be removed without serious damage to the building or premises. All holes or damage to the building or premises caused by removal of any items shall be restored or repaired by Sub-Lessee promptly. Sub-Lessee shall be entitled to remove any electrical serve connections installed by Sub-Lessee that were designed specifically for Sub-Lessee. If Sub-Lessor or Lessor re-enters or re-takes possession of the premises prior to normal expiration of this Sublease, Sub-Lessor shall have the right, but not the obligation, to remove from the premises all personal property located therein belonging to Sub-Lessee, and either party may place the property in storage in a public warehouse at the expense and risk of Sub-Lessee.

SECTION TWENTY-FOUR HOLDING OVER

Any holding over at the expiration of this Sublease with the consent of Sub-Lessor shall be a month-to-month basis, which tenancy may thereafter be terminated as provided by the laws of the State of Tennessee. During any "holdover tenancy, Sub-Lessee shall pay the same rate of rental on a monthly basis as is in effect at the time of the termination of this Sublease and shall be bound by all the terms and conditions of this Sublease.

SECTION TWENTY-FIVE INTEREST OF SUCCESSORS

The covenants and agreements of this Sublease shall be binding on the successors and assigns of Sub-Lessor and on the successors and assigns of Sub-Lessee but only to the extent herein specified.

SECTION TWENTY-SIX NOTICES

Except where otherwise required by statute, all notices given pursuant to the provisions hereof may be sent by certified mail, postage prepaid, to the last known mailing address of the party for whom the notice is intended.

SECTION TWENTY-SEVEN COSTS OF LITIGATION

Each party shall be responsible for its own actions and the actions of its employees, contractors, subcontractors, and agents, conducted pursuant to this Sublease. Each party shall be responsible for its attorney fees and related legal costs.

SECTION TWENTY-EIGHT VENUE

At the option of either party, venue of any action may be established in the County of Williamson, State of Tennessee. Personal service either within or without the State of Tennessee shall be sufficient to give that court jurisdiction.

SECTION TWENTY-NINE SECURITY DEPOSIT

Commensurate with the execution of this Sublease, Sub-Lessee shall deposit with Sub-Lessor the sum of Two Thousand Five Hundred Dollars (\$2,500) as a security deposit to ensure restoration of the premises to their present condition, ordinary wear and tear excepted, upon termination of this Sublease. Upon termination of Sub-Lessee's use of the premises herein, Sub-Lessor shall be permitted to utilize all and/or such of said security deposit as may be required to clean, repair, and/or restore the leased premises to its present condition, ordinary wear and tear excepted, and any portion of same not utilized for said purpose shall be returned to Sub-Lessee. However, in the event the termination of same results through a breach on the part of Sub-Lessee, any unused portion of said security deposit may be retained by Sub-Lessor and applied toward any damages to which Sub-Lessor is entitled as a result of Sub-Lessee's breach.

SECTION THIRTY ACKNOWLEDGMENT BY LESSOR

The foregoing Sublease is made with the full knowledge and agreement of Lessor of the premises, and Lessor accepts the Sublease herein but retains all rights to disapprove any future sublease between Lessee and Sub-Lessee or between Lessee and any other party.

IN WITNESS WHEREOF, the parties have executed this Sublease at Franklin, Tennessee, the day and year first above written.

MARY PITTMAN ANDERSON

Owner and original Lessor

FRANKLIN WEB PRINTING COMPANY, INC.

By: _____
Authorized Representative Sub-Lessor

WILLIAMSON COUNTY, TENNESSEE

Re By: _____
Rogers Anderson, County Mayor

WILLIAMSON COUNTY SHERIFF'S OFFICE

By: _____
Jeff Hughes, Sheriff