

**RESOLUTION 17-23**

**A RESOLUTION TO AMEND DEADLINE TO ALLOW EIGHTEEN (18) MONTHS FROM THE DATE OF THE RECORDING OF THE DEED FOR INITIATION OF SPRING HILL LITTLE LEAGUE IMPROVEMENTS**

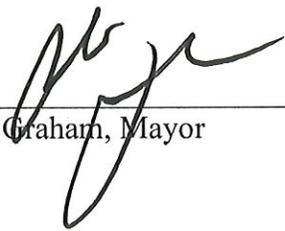
**WHEREAS**, the City of Spring Hill, Tennessee approved a Non-Binding Memorandum of Understanding with the Spring Hill Little League on July 18, 2016, being Resolution 16-84; and

**WHEREAS**, a condition of approval of the Non-Binding Memorandum of Understanding with the Spring Hill Little League was that Spring Hill Little League would initiate development of property by January 1, 2018; and

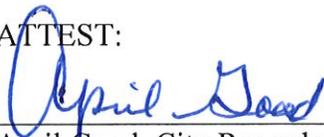
**WHEREAS**, there have been delays in proper recording of the deed, therefore delaying the initiation of the improvements.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Mayor and Aldermen that Item # 3 of the Non-Binding Memorandum of Understanding should be amended to remove the date of January 1, 2018 and state "no later than eighteen (18) months from date of the recording of the deed".

**Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, on the 21<sup>st</sup> day of February, 2017.**

  
\_\_\_\_\_  
Rick Graham, Mayor

ATTEST:

  
\_\_\_\_\_  
April Goad, City Recorder

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
Patrick M. Carter, City Attorney

**RESOLUTION 16-84**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO  
A NON-BINDING MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SPRING HILL, TENNESSEE,  
AND SPRING HILL LITTLE LEAGUE**

**WHEREAS**, the City of Spring Hill, Tennessee ("City") desires to enter into a Non-Binding Memorandum of Understanding with Spring Hill Little League ("SHLL") (an exemplar of which is attached hereto) regarding developing a permanent home to centrally locate SHLL to serve the children and residents of Spring Hill; and

**WHEREAS**, the City currently leases property adjacent to the Spring Hill Elementary School ("North Complex") from the Maury County Board of Education;

**WHEREAS**, the City has subleased the North Complex to SHLL over the same period of time;

**WHEREAS**, SHLL has improved, at its own expense, the North Complex over the period of its occupancy with baseball fields, related facilities and improvements;

**WHEREAS**, General Motors ("GM") has permitted SHLL, pursuant to a use agreement, to use GM's baseball fields located adjacent to its Spring Hill manufacturing facility (the "South Complex") since 2011 with SHLL responsible for all maintenance and all improvements to same;

**WHEREAS**, despite having two locations for baseball, SHLL owns neither and a larger, central location is desired by SHLL in order to sustain and grow the sport of baseball among children in the Spring Hill community;

**WHEREAS**, the City and SHLL have a vested interest in supporting families, children and recreation in the Spring Hill community;

**WHEREAS**, GM is expected to close the South Complex in or about the Spring of 2017 in order to accommodate a proposed extension of Saturn Parkway to Beechcroft Road by the Tennessee Department of Transportation;

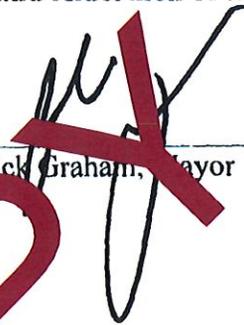
**WHEREAS**, representatives of the City and SHLL have informally met to discuss solutions to the displacement of SHLL from the South Complex and the inadequacy of the North Complex to accommodate all SHLL functions;

**WHEREAS**, the City owns approximately 19.78 acres located off Derryberry Lane, more fully described in Exhibit C attached hereto ("Derryberry Lane property") that it desires to serve a recreational purpose for the Spring Hill Community;

**WHEREAS**, the City believes it is in the manifest best interest of all involved, including the residents of Spring Hill, to support SHLL in developing a permanent home to centrally locate SHLL that shall be developed and maintained by SHLL to serve the children and residents of Spring Hill;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Mayor and Aldermen that the Mayor is authorized to enter into and execute a Non-Binding Memorandum of Understanding on behalf of the City with SHLL in the form that is substantially similar to the exemplar attached.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, on the **18<sup>th</sup> day of July, 2016.**

  
\_\_\_\_\_  
Rick Graham, Mayor

ATTEST:

  
\_\_\_\_\_  
April Goad, City Recorder

LEGAL FORM APPROVED  
  
\_\_\_\_\_  
Patrick M. Carter, City Attorney

**COPY**

**NON-BINDING MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF SPRING HILL, TENNESSEE ("THE CITY")  
AND  
SPRING HILL LITTLE LEAGUE ("SHLL")  
(COLLECTIVELY AS "PARTIES")**

This Non-Binding Memorandum of Understanding ("MOU") is dated \_\_\_\_\_, 2016, memorializing the good faith agreement of even date by and among the Parties hereto.

**WHEREAS**, the City has leased property adjacent to the Spring Hill Elementary School ("North Complex") from the Maury County Board of Education since approximately \_\_\_\_\_. (See Lease attached as Exhibit A);

**WHEREAS**, the City has subleased the North Complex to SHLL over the same period of time (see Sublease attached as Exhibit B);

**WHEREAS**, SHLL has improved, at its own expense, the North Complex over the period of its occupancy with baseball fields, related facilities and improvements;

**WHEREAS**, General Motors (GM) has permitted SHLL, pursuant to a use agreement, to use GM's baseball fields located adjacent to the Spring Hill manufacturing facility (the "South Complex") since 2011 with SHLL responsible for all maintenance and all improvements to same;

**WHEREAS**, despite having the locations for baseball, SHLL owns neither and a larger, central location is desired by SHLL in order to sustain and grow the sport of baseball among children in the Spring Hill community;

**WHEREAS**, the City and SHLL have a vested interest in supporting families, children and recreation in the Spring Hill community;

**WHEREAS**, GM is expected to close the South Complex in or about the Spring of 2017 in order to accommodate a proposed extension of Saturn Parkway to Beechcroft Road by the Tennessee Department of Transportation;

**WHEREAS**, the Parties have met to discuss solutions to the displacement of SHLL from the South Complex and the inadequacy of the North Complex to accommodate all SHLL functions;

**WHEREAS**, the City owns approximately 19.78 acres located off Derryberry Lane, more fully described in Exhibit C attached hereto ("Derryberry Lane property") that it desires to serve a recreational purpose for the Spring Hill Community;

**WHEREAS**, the Parties, believe it is in the manifest best interest of all involved, including the residents of Spring Hill, to support SHLL in developing a permanent home to centrally locate SHLL that shall be developed, owned and maintained by SHLL to serve the children and residents of Spring Hill;

Given the foregoing, the Parties agree as follows, to-wit:

1. This is not a binding contract and shall not be interpreted, treated and/or referred to as such.
2. SHLL agrees to a termination of its sublease with the City with regards to the North Complex and shall, therefore, abandon all improvements and associated facilities at the North Complex therewith. It is understood the City anticipates utilizing the North Complex thereafter for public recreational purposes. The City shall endeavor to time the termination of the SHLL sublease of the North Complex after SHLL has secured replacement facilities for SHLL contemplated herein.
3. The City shall deed the Derryberry Lane property to SHLL for use by SHLL to develop and construct baseball fields and related facilities thereon at the sole cost of SHLL. SHLL shall thereafter be responsible for all improvements, maintenance and expense associated with said property. Said deed shall be subject to a reversionary interest to the City if either of the following events shall occur: (1) SHLL fails to initiate development of the property into the herein-described baseball park, which shall include, but not be limited to the following improvements: Quadplex with bleachers, lights, scoreboards, dugout and parking, by January 1, 2018; (2) SHLL fails to exist in its current form in a substantially similar form.
4. It is anticipated that in order to improve the property, SHLL will need to place a first mortgage on the property. SHLL agrees that it will facilitate the City maintaining a second mortgage on the property for the value of the property at the time of deed of said property to SHLL (subordinate to first mortgage).

IN ACKNOWLEDGMENT WHEREOF, the Parties hereto have executed this non-binding MOU on the day and year set above written.

CITY OF SPRING HILL, TENNESSEE

By: \_\_\_\_\_

SPRING HILL LITTLE LEAGUE

By: \_\_\_\_\_