

RESOLUTION 14-81

A RESOLUTION TO AUTHORIZE A LETTER OF INTENT TO PURCHASE KING'S CREEK GOLF COURSE

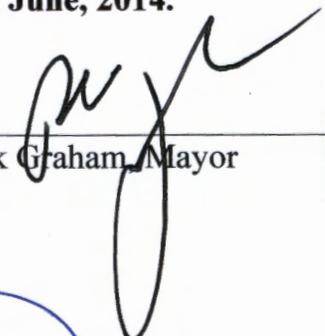
WHEREAS, the City of Spring Hill desires to be proactive in the development of future infrastructure plans; and

WHEREAS, the City of Spring Hill desires to provide for the health, safety, and welfare of its citizens; and

WHEREAS, the City of Spring Hill desires to strategically purchase land for the future expansion of the wastewater treatment plant and secure open space for reclaimed water irrigation; and

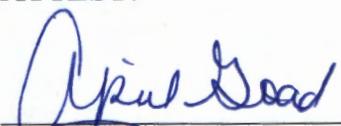
NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill, Board of Mayor and Aldermen authorizes the Mayor to sign a letter of intent to purchase the King's Creek Golf Course located at 3901 Kedron Road, for the purpose of completing a period of due diligence to evaluate a purchase of the property.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 16th day of June, 2014.



Rick Graham, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney



June 19, 2014

City of Spring Hill, Tennessee
199 Town Center Parkway
Spring Hill, Tennessee 37174

Re: Letter of Intent/Proposal to Purchase King's Creek Golf Course located at 3901 Kedron Road, Spring Hill, TN 37174

To Whom It May Concern:

Please accept the following as a proposed Letter of Intent to evaluate the purchase of the real property known as King's Creek Golf Course located at 3901 Kedron Road, Spring Hill, Tennessee, 37174. The point of contact for the Purchaser shall be Victor Lay at 199 Town Center Parkway, Spring Hill, Tennessee 37174; (931) 486-2252 ext. 215.

Therefore, for the purposes of this **Non-binding** Letter of Intent and leading toward the preparation of a definitive Real Estate and Asset Purchase Agreement, we suggest the following terms and conditions of a proposed sale and purchase include the following:

1. **Sellers:** The Seller is SPE GO Holdings, Inc.
2. **Purchasers:** The proposed Purchaser is the City of Spring Hill, Tennessee.
3. **Premises:** The property consists of approximately 159 acres located at 3901 Kedron Road, Spring Hill, Tennessee, a legal description of which is attached to this agreement and marked as Exhibit A, all improvements thereon and certain personal property to be specifically identified by the Parties.
4. **Purchase Price:** The purchase price is to be negotiated between the parties.
5. **Earnest Money:** The earnest money to be paid by Purchaser to Seller is to be negotiated between the parties.



6. **Purchasers' Due Diligence:** Purchaser shall have a due diligence period for a period of sixty (60) days to determine in its sole discretion the suitability of the premises for Purchaser's intended use, to verify other environmental conditions of the property, and to verify the condition and acceptability of any and all improvements to the property, among other things.
7. **Title and Survey:** Assuming a purchase agreement is negotiated, Purchaser shall receive from Sellers at closing marketable and insurable fee simple title to the Property, pursuant to a Special Warranty Deed, free and clear of any exceptions to title and survey other than those exceptions to be outlined in the final sales agreement including, but not limited to:
 - a. The lien of all ad valorem real estate taxes and assessments not yet due and payable as of the date of closing.
 - b. Local, state and federal laws, ordinances or governmental regulations, including, but not limited to, building and zoning laws, ordinances and regulations, now or hereafter in effect relating to the Property.
 - c. Matters disclosed by the Title Commitment and survey which do not interfere with the current or intended use of the Property.

Purchaser will be responsible for the cost of the title search and an ALTA survey, if necessary, required or desired by Purchaser.
8. **Real Estate Taxes:** Current year taxes shall be prorated as of the date of Closing based on the taxes levied in the current tax year or, if not levied, based on the taxes levied during the previous years as adjusted for increase or decrease.
9. **Brokerage/Commissions:** The parties warrant to each other that neither has retained the services of a broker in connection with this transaction and, therefore, no sales commission would be due to anyone if a purchase agreement is negotiated and agreed upon by the parties.
10. **Closing:** Closing shall occur on or before thirty (30) days from the closure of the Due Diligence period provided specifically herein.
11. **Expiration:** This non-binding Letter of Intent will expire sixty (60) days from execution hereof, unless otherwise extended.
12. **Non-binding Nature of Letter of Intent:** This document is a Letter of Intent only and is, therefore, non-binding to either party. Nothing herein shall be interpreted to the contrary. This Letter of Intent is not intended to set forth contractual obligations and shall not be interpreted to be a contract of any sort.

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It is understood and agreed that the foregoing constitutes a non-binding Letter of Intent setting forth our agreement in principal with respect to purchase of the property, but it is not intended to create any contractual rights or obligations, the creation of such rights or obligations being subject to the preparation and execution of a definitive Real Estate and Asset Purchase Agreement.

The parties shall have no obligation to enter into such definitive Real Estate and Asset Purchase Agreement.

It is the intention of the parties to resolve all matters necessary to advance this transaction to the point where execution of a definitive Real Estate and Asset Purchase Agreement is consummated.

If the foregoing correctly sets forth our agreement, please sign and return the enclosed copy of the letter.

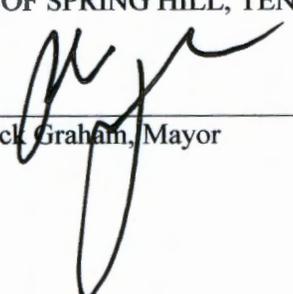
PURCHASER:

SELLERS:

CITY OF SPRING HILL, TENNESSEE

SPE GO HOLDINGS, INC.

By:


Rick Graham, Mayor

By: _____