

RESOLUTION 25-163

A RESOLUTION OF THE CITY OF SPRING HILL, TENNESSEE, AUTHORIZING THE MAYOR TO SIGN A MEMORANDUM OF UNDERSTANDING WITH KINGS HAMMER SOCCER

WHEREAS, the City of Spring Hill, Tennessee previously purchased undeveloped land off Hurt Rd for the development of a city park and/or recreation opportunities,

WHEREAS, the City currently has a deficiency of fields suitable for youth athletics,

WHEREAS, the City currently has no timeline on when improvements might be made to the Hurt Rd land for park and/or recreation opportunities utilizing City funds or resources,

WHEREAS, Kings Hammer Soccer LLC has proposed to develop a portion of the Hurt Rd land for the use of soccer fields.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, that:

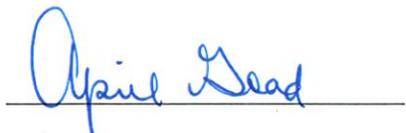
Section 1. The Mayor is hereby authorized to sign the Memorandum of Understanding with Kings Hammer Soccer, LLC attached herein as Exhibit A.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 21st day of July, 2025.



Matt Fitterer, Mayor

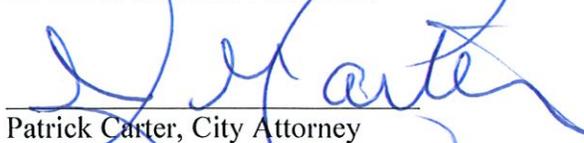
ATTEST:



April Goad, City Recorder

April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney

Patrick Carter, City Attorney



Date: July 7, 2025

Memo To: Board of Mayor and Aldermen

From: Matt Fitterer, Mayor

RE: Kings Hammer / Hurt Rd MOU

The City purchased undeveloped land on Hurt Rd in 2024 with the intention of developing the property into a public park. The City did not move forward with preliminary design work in 2024 due to funding limitations. No funds were budgeted in FY2026 for the development of the Hurt Rd land.

Kings Hammer is a youth soccer club interested in creating recreational opportunities in Spring Hill. The City currently does not have an adequate number of soccer fields in order to accommodate the number of youth who desire to participate in youth soccer. Kings Hammer is proposing to construct improvements on approximately 10 acres of the Hurt Rd land to be utilized as soccer fields. Kings Hammer would then ground lease the improved area from the City for 15 years.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU"), is entered into on this ___ d a y o f ____, 2025 (the "Effective Date"), by and between **Kings Hammer Soccer, LLC**, an Ohio limited liability company ("Kings Hammer"), located at 50 E. RiverCenter Blvd., Suite 150, Covington, KY 41011, and the City of Spring Hill, a Tennessee municipal corporation, located at 199 Town Center Parkway, Spring Hill, TN 37174 ("City"). Kings-Hammer and City may be referred to individually as (the "Party", or collectively, the "Parties").

1. PURPOSE AND SCOPE

The Parties hereby enter into this Memorandum to summarize their mutual agreements relating to the lease of Land owned by the City to Kings-Hammer for the improvement and use of said Land for active recreational sports fields (the "Project") on the +/- 9.79-acre property owned by the City located in Spring Hill, Tennessee (the "Land"). The Land is identified as parcel number 166 00610 00011166 in the records of the Williamson County Property Assessor's Office and a depiction of the Land is attached hereto as "Exhibit A" and incorporated herein. This MOU reflects the Parties' negotiations and is intended to outline the terms of a potential development agreement and/or ground lease (the "Agreements"). The Agreements will include additional terms and conditions which are not set forth herein. Until the Agreements are signed by both Parties, either Party may decide not to proceed with the proposed Agreements for any reason or no reason and may terminate this Memorandum by delivering at least thirty (30) days advance written notice to the other, subject to the provisions in this Memorandum.

2. SHARED GOALS OF THE PARTIES

Kings-Hammer and City desire to create active recreational opportunities for the community, specifically quality soccer training fields *and consideration of further integration and connection of the City's walking trails to and from the Project.*

3. RESPONSIBILITIES AND OBLIGATIONS OF KINGS-HAMMER

Kings-Hammer agrees that the Project will be developed under the following terms, conditions, and constraints:

- a. Kings Hammer will oversee thorough assessments of the physical condition, of the Land and commission all necessary civil engineering and design of the soccer fields on the Land;
- b. Project will comply with applicable city, state and federal legal requirements;
- c. Kings Hammer will present conceptual design, schematic design, and final construction documents for review and approval by the City at each stage of the process;
- d. Kings Hammer will provide predevelopment funding and all necessary financing to develop the Project and will not require any additional funding from the City (outside of the agreed upon ground lease for the Land), unless otherwise agreed upon between the Parties;
- e. Kings Hammer will work with the City to design ingress/egress plans (including

is of the essence.

If at any time either Party is unable to perform their duties or responsibilities under this Memorandum as required hereunder, the affected Party shall immediately provide written notice to the other Party to establish a date for resolution of the matter.

City of Spring Hill

ATTN. City Administrator

Email:

Address: 199 Town Center Parkway
Spring Hill, TN 37174

Copy to: Patrick M. Carter, Esq.
pcarter@mtlawgroup.net
809 South Main Street, Suite 100
Columbia, TN 38401

Kings Hammer

ATTN. Chris Peterman, CEO

Email: cpeterman@kingshammer.com

Address: 50 E. Rivercenter Blvd.
Covington, KY 41011

9. GOVERNING LAW; VENUE AND JURISDICTION

This Memorandum shall be governed by and construed in accordance with the laws of the State of Tennessee. Exclusive venue and jurisdiction for any litigation brought pursuant to or with regard to this MOU shall be in the Circuit Court for Maury County, Tennessee.

10. COST REIMBURSEMENT

As part of its due diligence to deliver the Project, Kings Hammer may incur additional future environmental, geotechnical, civil engineering, architectural, and other predevelopment costs ("Predevelopment Costs"). In the event the City, through no fault of Kings Hammer, elects to terminate this Memorandum pursuant to Section 1 or does not enter into the Agreements with Kings Hammer within twelve (12) months of the Effective Date, the City shall, within sixty (60) calendar days of written notice from Kings Hammer, reimburse Kings Hammer the actual Predevelopment Costs incurred, not to exceed Twenty-five Thousand Dollars (\$25,000.00). Kings Hammer will provide invoices and documentation to support the Predevelopment Costs with written request for reimbursement.

11. EXCLUSIVITY

The City agrees that, unless the agreement is otherwise validly terminated, for twenty-four (24) months after the Execution Date, City will not enter into any binding or non-binding agreements concerning any financing, investment, operational, or business arrangements on the Land, or otherwise enter into any agreement that would preclude or materially impair the Kings Hammer from performing the responsibilities or accomplishing its obligations herein. The Parties agree to negotiate in good faith the terms and provisions of the Agreements and to use reasonable, diligent efforts to finalize and execute such Agreements.

12. AUTHORIZATION AND EXECUTION

The purpose of this Memorandum is to set forth the general description of a proposed transaction

14. COUNTERPARTS

This Memorandum may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

15. ELECTRONIC SIGNATURES

Each party agrees that the signatures of the parties included in this Memorandum, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic signature through an electronic signature system such as DocuSign, are intended to authenticate this writing and to create a legal and enforceable agreement between the parties hereto.

[SIGNATURE PAGE FOLLOWS]

This MOU shall be signed by City of Spring Hill and Kings Hammer Soccer, LLC, and shall be effective as of the date first written above.

CITY:

CITY OF SPRING HILL,
a Tennessee municipal corporation

By: 
Name/Title: MATT FITTERER, Mayor

KINGS-HAMMER:

Kings Hammer Soccer, LLC,
An Ohio limited liability company

By: _____
Its: CEO

EXHIBIT A

Property Address:

Parcel Number: 166 00610 00011166

Total Acreage: +/- 9.79

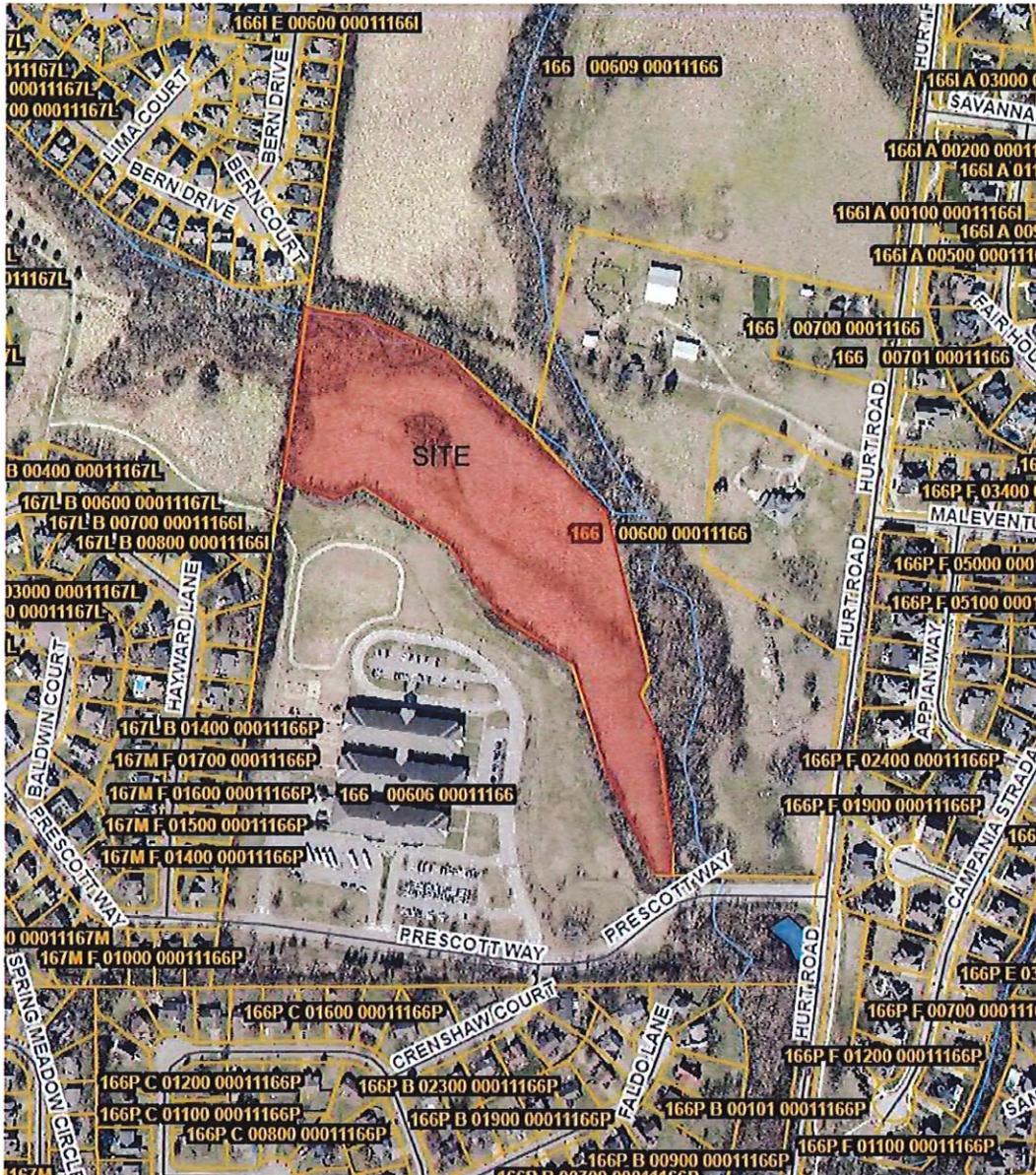


EXHIBIT B
MILESTONE SCHEDULE

The dates provided herein are explicitly targets and not contractual obligations.

_____ 2025

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_____ 2025

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_____ 2025

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_____ 2025