

RESOLUTION 20-149

**A RESOLUTION TO APPROVE A 10-YEAR LEASE AND AUTHORIZE
MAYOR TO EXECUTE LEASE FOR POLICE FIRING RANGE**

WHEREAS, the City of Spring Hill is currently under a three-year lease contract as approved by resolution 19-215 for the purpose of firearms training, with landowner, Sonny Hargrove, with annual payments of \$12,000.00; and

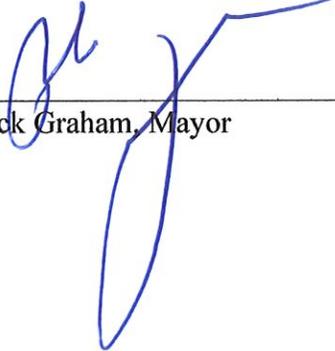
WHEREAS, the landowner, Mr. Hargrove, agrees to extend the current 3-year lease for an additional 10 years, under the same terms and conditions as set forth in the original contract agreement and as provided in "LEASE" attached hereto as an exhibit to the Resolution; and

WHEREAS, the lease term will extend through December 31, 2032 with each party having the right to terminate the lease upon a ninety (90) day written notice to the other party without penalty.

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

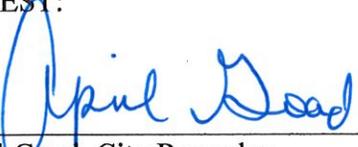
1. The Lease attached hereto is approved that sets forth the extension of the Term to the 31st day of December, 2032 for the annual sum of \$12,000.
2. Authorizes the Mayor to sign Lease attached hereto.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 19th day of October, 2020.



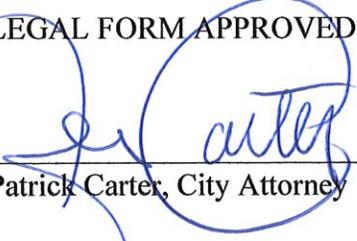
Rick Graham, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney

This instrument prepared by Patrick M. Carter, Attorney at Law, 809 S. Main St., Columbia, Tennessee.

LEASE

THIS LEASE, hereinafter called "Lease", is hereby made and entered into this 1st day of January, 2020, by and between William C. Hargrove, a resident of Maury County, Tennessee, hereinafter called "Landlord", and The City of Spring Hill, Tennessee, a municipal corporation, hereinafter called "Tenant".

WITNESSETH

1. **PREMISES, TERM AND RENT:** Landlord hereby Leases to Tenant, and Tenant hereby Leases from Landlord, approximately Eighty Four (84) acres off of Williamsport Pike in Maury County, Tennessee, more fully described by deed recorded in Book 595 Page 436 of ROMC; hereinafter called "the Premises". The term of this Lease shall be from the 1st day of January, 2020 to the 31st day of December, 2032, for the annual sum of Twelve Thousand Dollars (\$12,000.00). All rentals shall be paid quarterly in the amount of Three Thousand Dollars (\$3,000.00) within thirty (30) days from the receipt of an invoice.
2. **NON-EXCLUSIVENESS:** Landlord and Tenant agree that Tenant's right to the use of Landlord's property shall be non-exclusive.
3. **PERMITTED USE:** Landlord and Tenant agree that the purpose for such Lease is for Tenant's Police Department to use a portion of the Leased Premises as a firing range and training area for the entire term of the lease.
4. **MAINTENANCE:** Tenant agrees to maintain the portions of such property used by the Police Department.
5. **INSURANCE:** All property of any kind that may at any time be used, left or placed on the Premises during the term of this Lease shall be at the sole risk of Tenant. Tenant shall carry contents coverage insurance on its contents as well as worker's compensation insurance to cover its employees. Landlord agrees to maintain general liability insurance on such property for his protection.

To the extent not covered by insurance, Tenant will save, indemnify and hold Landlord free and harmless from any and all liability or any injury, lost or damage to personal property arising out of any cause associated with its use of the Leased Premises. Tenant will also name landlord as additional insured party on tenant's insurance.

6. **QUIET ENJOYMENT:** As long as Tenant is not in default hereunder, Landlord covenants that Tenant shall peaceably use and enjoy the Premises subject to the terms of the Lease. All entrances, exits, approaches and means of ingress and egress and all access to light and air now enjoyed by the Premises, shall be and remain intact and uninterrupted by any act of Landlord during the term of this Lease.

7. **ASSIGNMENT AND SUB-LEASING:** Tenant may not assign or encumber this Lease or sub-let the Leased Premises, either in whole or in part without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

8. **NOTICE:** Any notices required to be sent hereunder shall be hand-delivered or sent by Certified Mail to the following addresses:

LANDLORD: William C. Hargrove
Sonny Hargrove Trucking
1281 Kinzer Lane
Columbia, TN 38401

TENANT: City of Spring Hill
199 Town Center Pkwy
P O Box 789
Spring Hill, TN 37174

9. **DEFAULT:** In the event of any default hereunder, Landlord or Tenant may at any time thereafter terminate the Lease upon thirty (30) days notice to the other party.

10. **FIRE OR OTHER CASUALTY:** If the Premises should be damaged or destroyed by fire or other casualty so as to cause a material alteration in the character of the Premises and to prevent Tenant from using it in substantially the manner therefore used, either Landlord or Tenant may terminate this Lease upon giving notice to the other within fourteen (14) days after the casualty occurs. Any unearned prepaid rent shall be refunded to Tenant.

11. **SURRENDER OF PREMISES:** At the expiration of the term of this Lease, Tenant shall peaceably yield to Landlord the Premises and all erections and additions made thereto except as hereinbefore provided, in good repair in all respects, reasonable use, wear and tear and damage by fire or other casualty or by condemnation excepted.

12. **ENVIRONMENTAL:** Tenant shall comply with all state and federal environmental protection laws and shall be responsible for taking any actions necessary to reach and maintain such compliance.

13. **ENTIRE AGREEMENT:** The entire understanding between the parties is set out in this Lease. This Lease shall be interpreted and construed in accordance with the laws of the State of Tennessee.

14. **SEVERABILITY:** The provisions of the Lease are severable in that should any provision be held to be illegal, invalid or unenforceable by a Court of competent jurisdiction, the legality, validity and enforceability of the other provisions herein shall not be affected but shall remain in full force and effect.

15. **TERMINATION:** Either party may terminate this lease upon ninety (90) days' written notice to the other party without penalty.

IN WITNESS WHEREOF, the parties hereto have set their respective hands or caused this instrument to be duly executed on the day and date first above written.

LANDLORD:

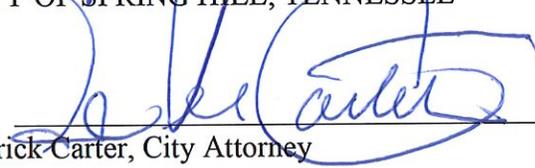


William C. Hargrove

TENANT:

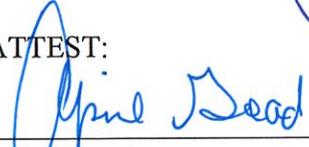


CITY OF SPRING HILL, TENNESSEE

By: 

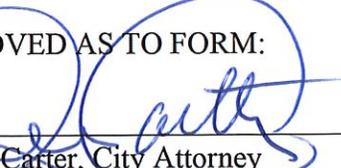
Patrick Carter, City Attorney

ATTEST:



City Recorder

APPROVED AS TO FORM:



Patrick Carter, City Attorney