



# Holly Springs Parks and Recreation Authority Special Called Meeting

Holly Springs Public Safety Building, Council Chambers  
3235 Holly Springs Pkwy. Holly Springs, GA 30115  
Thursday, September 5, 2024 | 6:00 PM

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Kyle Whitaker - Chair | Dee Phillips - Vice Chair | Michael Roy Zenchuk II | Kevin Moore | Jeff Wilbur

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## AGENDA

### I. CALL TO ORDER

### II. OLD BUSINESS

### III. NEW BUSINESS

- A. Request to extend the term of the lease agreement between the Holly Springs Parks and Recreation Authority and Benjamin and Vicki F. Cagle for the property located at 362 Stringer Road.
- B. June 3, 2024 Holly Springs Parks and Recreation Authority minutes.

### IV. REPORTS

### V. ADJOURNMENT

# ITEM REPORT

**AGENDA ITEM NUMBER: III.A.**



**FROM:** Kyle Whitaker, Councilman

**MEETING DATE:** September 5, 2024

**AGENDA ITEM:** Request to extend the term of the lease agreement between the Holly Springs Parks and Recreation Authority and Benjamin and Vicki F. Cagle for the property located at 362 Stringer Road.

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## **EXECUTIVE SUMMARY:**

Request to extend the term of lease agreement for the property located at 362 Stringer Road.

## **FISCAL IMPACT:**

## **ATTACHMENTS:**

1. Lease Agreement
2. First Amendment to Lease Agreement

## **RECOMMENDATION:**

## **CONCURRENCES:**

## LEASE AGREEMENT

This Lease Agreement entered into this 19 day of October, 2020 by and between HOLLY SPRINGS PARKS AND RECREATION AUTHORITY ("Landlord") and BENJAMIN AND VICKI F. CAGLE ("Tenant").

In consideration of the mutual covenants and agreements of this lease, and other good and valuable consideration, Landlord leases to Tenant the property described as follows (the "Premises"):

**All that tract or parcel of land lying and being in Land Lots 319, 328, 329, 330, and 391 of the 15th District, 2nd Section, Cherokee County, Georgia, consisting of 58.6 acres and being shown as Tract 1 and Tract 2 on plat of survey prepared by Gunnin Land Surveying, LLC for City of Holly Springs, dated July 28, 2016, and recorded in Plat Book 117, Pages 178 through 181, Cherokee County, Georgia records, which plat is incorporated herein by reference.**

demises and leases to Tenant, and Tenant leases from Landlord, the premises situated at 362 Stringer Road, Holly Springs, Georgia 30115. The premises are referred to as "the premises" or "the leased premises."

### 1. TERM OF LEASE

(a) Initial Term. The term of this lease is ten (10) years beginning on January 1, 2021 and ending on December 31, 2030, unless terminated sooner as provided in this lease.

(c) Holding Over. If Tenant holds over and continues in possession of the premises after the lease term expires, Tenant will be considered to be occupying the premises on a month-to-month tenancy, subject to all of the terms of this lease. The annual rent shall be prorated for monthly amounts due the first day of each month if the Tenant holds over.

### 2. RENT

(a) Annual Rent. Tenant will pay Landlord annual rent, with the payment being due on January 1, each year. The rent for the first year shall be due on January 1, 2021. The annual rent amounts shall be as follows:

Year 1: \$2,000  
Year 2: \$4,000  
Year 3: \$6,000  
Year 4: \$8,000  
Year 5-10: \$10,000

### 3. USE OF PREMISES

(a) Acceptance of Property "As-Is". Tenant accepts the Premises "As-Is" and Landlord makes no warranty as to the condition of the Premises and is under no obligation to make any improvements to the Premises.

(b) Tenant's Warranty Regarding Use. Tenant represents and warrants to Landlord that Tenant intends to use the Premises for recreational uses, including agritourism. Tenant's use of the property is restricted to those purposes specified in this section unless Tenant obtains Landlord's prior written consent to any change in use.

(b) Compliance With Laws. Tenant may not use, or permit using, the Premises in any manner that results in waste of Premises or constitutes a nuisance or for any illegal purpose. Tenant, at its own expense, will comply, and will cause its officers, employees, agents, and invitees to comply, with all applicable laws, ordinances, and governmental rules and regulations concerning the use of the Premises, including Hazardous Materials Laws.

### 4. REPAIRS AND MAINTENANCE

Repairs and Maintenance. Tenant will be responsible for all repairs and maintenance of the Premises.

### 5. UTILITIES AND GARBAGE REMOVAL

(a) Utility Charges. Tenant will pay all utility charges for water, electricity, heat, gas, and telephone service used in and about the Premises during the lease term. Tenant will pay the charges directly to the utility company or municipality furnishing the service before the charges are delinquent.

(b) Garbage Removal. Tenant will pay for all garbage removal from the Premises during the lease term.

### 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

(a) Consent of Landlord. Tenant may not make any alterations or add any improvements to the Premises without Landlord's prior written consent.

(b) Property of Landlord. All alterations, additions, or improvements made by Tenant will become Landlord's property when this lease terminates. But Landlord may require that Tenant remove any alterations, additions, and improvements installed or made by Tenant, and any other property Tenant placed on the Premises, when the lease terminates. If Landlord requires Tenant to remove the alterations, additions, or improvements, Tenant must repair any damage to the Premises caused by the removal.

(c) Alterations Required by Accessibility Laws. If any alterations, additions, or improvements to the Premises are mandated by legal requirements related to accessibility by persons with disabilities ("accessibility alterations"), Tenant is responsible for making them. This allocation of responsibility for compliance with such legal requirements is a material inducement for the parties to enter this lease.

## 7. TRADE FIXTURES AND SIGNS

(a) Trade Fixtures. Tenant may, at all times, erect or install shelves, bins, machinery, equipment, or other trade fixtures, in, on, or about the Premises, if Tenant complies with all applicable governmental laws, ordinances, and regulations regarding the fixtures. Tenant may remove all trade fixtures when this lease terminates, if Tenant is not in default under the lease and the fixtures can be removed without structural damage to the buildings. Tenant must repair any damage to the Premises caused by removing trade fixtures, and all the repairs must be completed before the lease terminates. Any trade fixtures not removed by Tenant when this lease terminates are considered abandoned by Tenant and will automatically become Landlord's property. If any trade fixture installed by Tenant is abandoned when the lease terminates, Tenant must pay Landlord any reasonable expense actually incurred by Landlord to remove the fixture from the Premises, less the fair market value of the fixture once removed, if the fixture is removed within 30 days after Tenant has surrendered possession of the Premises or before any subsequent tenant enters the Premises or Landlord uses the trade fixtures.

(b) Signs. Tenant may erect signs on any portion of the Premises, including but not limited to the exterior walls, subject to applicable laws, ordinances, and regulations. Tenant must remove all signs when this lease terminates and repair any damage resulting from erecting or removing the signs.

## 8. MECHANIC'S LIENS

Tenant will not permit any mechanic's lien or liens to be placed upon the Premises or improvements on the Premises. Tenant will promptly pay any mechanic's lien that is filed on the Premises or on improvements located on the Premises. If default in payment of the lien continues for 20 days after Landlord's written notice to Tenant, Landlord may, at its option, pay the lien or any portion of it without inquiring into its validity. Any amounts Landlord pays to remove a mechanic's lien caused by Tenant to be filed against the Premises or improvements on them, including expenses and interest, are due from Tenant to Landlord and must be repaid to Landlord immediately on rendition of notice, together with interest at twelve percent annually until repaid.

## 9. INSURANCE AND INDEMNITY

(a) Liability Insurance. Tenant, at its own expense, must provide and maintain in force during the lease term, liability insurance in the amount of \$1,000,000 per incident or occurrence. The policy must cover Landlord as well as Tenant, for any liability for property damage or personal injury arising from Tenant's occupying or using, or Landlord's owning, the Premises.

This insurance is to be carried by one or more insurance companies authorized to transact business in Georgia and approved by Landlord.

(c) Remedy for Failure to Provide Insurance. Tenant must furnish Landlord with certificates of all insurance required by this article. If Tenant does not provide the certificates within 30 days after request by Landlord, or if Tenant allows any insurance required under this article to lapse, Landlord may, at its option, take out and pay the premiums on the necessary insurance to comply with Tenant's obligations under this article. Landlord is entitled to reimbursement from Tenant for all amounts spent to procure and maintain the insurance, with interest at the rate of twelve percent annually from the date Tenant receives Landlord's notice of payment until reimbursement.

(d) Tenant's General Indemnity. Tenant shall indemnify and hold Landlord harmless against any claims, demands, damages, costs, and expenses, including reasonable attorney's fees for defending claims and demands, arising from the conduct or management of Tenant's business on the Premises or its use of them; from any breach by Tenant of any conditions of this lease; or from any act or negligence of Tenant, its agents, contractors, employees, subtenants, concessionaires, or licensees in or about the Premises. If any action or proceeding is brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, will defend the action or proceeding by counsel acceptable to Landlord. This section survives the expiration or earlier termination of this lease.

## 10. DEFAULT

(a) Tenant's Default. If Tenant (i) files for or seeks bankruptcy protection, or is adjudicated as bankrupt; (ii) allows the rent to be in arrears more than ten (10) days after written notice of the delinquency, or (iii) remains in default under any other condition of this lease for thirty (30) days after written notice from Landlord, Landlord may, at its option, without notice to Tenant, terminate this lease, or, in the alternative, Landlord may reenter and take possession of the Premises and remove all persons and property without being considered guilty of any manner of trespass and may relet the Premises (or any part of them) for all or any part of the remainder of the lease term, to a party satisfactory to Landlord and at the monthly rental Landlord can secure with reasonable diligence. If Landlord cannot relet after reasonable efforts to do so or if the monthly rental is less than the rental Tenant was obligated to pay under this lease (or any renewal of it) plus the expense of reletting, Tenant must pay Landlord the amount of the deficiency.

(b) Landlord's Lien. If Tenant defaults in paying rent or any other sum due from Tenant to Landlord under this lease, Landlord has a lien on all fixtures, chattels, or other property of any description belonging to Tenant that is placed in, or becomes a part of, the Premises as security for rent due and to become due for the remainder of the current lease term and any other sum Tenant owes Landlord. This lien is not in lieu of--nor in any way does it affect--the statutory landlord's lien but is in addition to that lien. Tenant grants Landlord a security interest in all of Tenant's property placed in or on the Premises for purposes of this contractual lien. Tenant may

sell any merchandise in the ordinary course of business free of such Landlord's lien. If Landlord exercises the option to terminate the leasehold, reenter, and relet the Premises as provided in the preceding paragraph and gives Tenant reasonable notice of the intent to take possession and an opportunity for a hearing on the matter, Landlord may take possession of all of Tenant's property on the Premises and sell it at a public or private sale after giving Tenant reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, for cash or on credit, for the prices and terms that Landlord considers best, with or without having the property present at the sale. The proceeds of the sale will be applied first to the necessary and proper expense of removing, storing, and selling the property, then to the payment of any rent due or to become due under this lease; any balance will be paid to Tenant.

(c) Cumulative Remedies. All of Landlord's rights and remedies under this Section are cumulative, and none will exclude any other right or remedy provided by law or any other provision of this lease. All the rights and remedies may be exercised and enforced concurrently and whenever occasion for their exercise arises.

(d) Waiver of Breach. Any waiver by Landlord of a breach of this lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach.

#### 11. INSPECTION BY LANDLORD

Tenant will permit Landlord and its agents, representatives, and employees to enter the Premises at all reasonable times for the purpose of inspection or any other purpose necessary to protect Landlord's interest in the Premises or to perform Landlord's duties under this lease.

#### 12. ASSIGNMENT AND SUBLEASE

(a) Tenant may not sublet, assign, encumber, or otherwise transfer this lease, or any right or interest in it or in the Premises or the improvements on them, without Landlord's written consent. If Tenant sublets, assigns, encumbers, or otherwise transfers its rights or interests in this lease or in the Premises or the improvements on them without Landlord's written consent, Landlord may, at its option, declare this lease terminated. If Landlord consents in writing to an assignment, sublease, or other transfer of all or any of Tenant's rights under this lease, the assignee or subtenant must assume all of Tenant's obligations under this lease, and Tenant will remain liable for every obligation under the lease. Landlord may not arbitrarily or unreasonably withhold consent under this section.

#### 13. MISCELLANEOUS

(a) Notices and Addresses. All notices required under this lease must be given by certified or registered mail, addressed to the proper party, at the following addresses:

Landlord: Holly Springs Parks and Recreation Authority  
Attn: City Manager  
P.O. Box 990  
Holly Springs, GA 30142

Tenant: Benjamin and Vicki F. Cagle  
5267 Conns Creek Road  
Ball Ground, GA 30107

Either party may change the address to which notices are to be sent by sending written notice of the new address to the other party in accordance with this section.

(b) Parties Bound. This agreement binds and inures to the benefit of the parties to the lease and their respective heirs, executors, administrators, legal representatives, successors, and assigns when this agreement permits.

(c) Choice of Law. This agreement is to be construed under Georgia law, and all obligations of the parties created by this lease are performable in Cherokee County, Georgia.

(d) Legal Construction. If one or more of the provisions contained in this agreement are for any reason held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of the agreement, which will be construed as if it had not included the invalid, illegal, or unenforceable provision.

(e) Prior Agreements Superseded. This agreement constitutes the parties' sole agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter.

(f) Amendment. No amendment, modification, or alteration of this agreement is binding unless in writing, dated subsequent to the date of this agreement, and duly executed by the parties.

(g) Rights and Remedies Cumulative. The rights and remedies provided by this lease are cumulative, and either party's using any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

(i) Force Majeure. Neither Landlord nor Tenant is required to perform any term or covenant in this lease so long as performance is delayed or prevented by force majeure, which

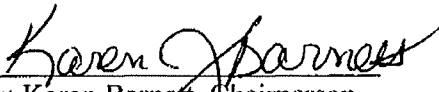
includes acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, hurricanes, and any other cause not reasonably within Landlord's or Tenant's control and that Landlord or Tenant cannot, by exercising due diligence, prevent or overcome, in whole or part.

(j) Time of Essence. Time is of the essence of this agreement.

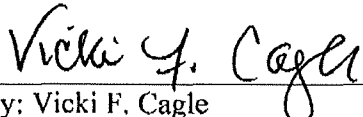
The undersigned Landlord and Tenant execute this agreement on the 19 day of October, 2020.

LANDLORD

TENANT

  
By: Karen Barnett, Chairperson

  
By: Benjamin Cagle

  
By: Vicki F. Cagle

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement entered into this 28<sup>th</sup> day of February, 2022 by and between HOLLY SPRINGS PARKS AND RECREATION AUTHORITY ("Landlord") and BENJAMIN AND VICKI F. CAGLE ("Tenant").

WHEREAS, on 10/19/2020 Landlord and Tenant entered into a Lease Agreement ("Lease Agreement"), and

WHEREAS, the parties have agreed to remove Tract 2 from the premises being leased and to change the date that the annual payment is due to October 15.

NOW THEREFORE, in consideration of the mutual covenants and agreements of Lease Agreement, and other good and valuable consideration, the parties agree to amend the Lease Agreement as follows:

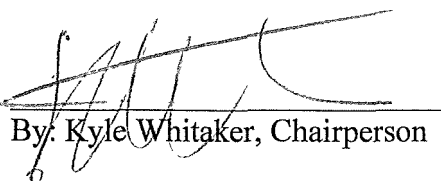
1. The description of the "Premises" is amended to delete Tract 2 so that the new description will read:

**All that tract or parcel of land lying and being in Land Lots 319, 328, 329, 330, and 391 of the 15th District, 2nd Section, Cherokee County, Georgia, consisting of 49.509 acres and being shown as Tract 1 on plat of survey prepared by Gunnin Land Surveying, LLC for City of Holly Springs, dated July 28, 2016, revised November 23, 2021, which plat is incorporated herein by reference.**

2. The due date for the annual rent payment is amended to be October 15 each year.
3. All other terms of the Lease Agreement shall remain in full force and effect.

LANDLORD

TENANT

  
By: Kyle Whitaker, Chairperson

\_\_\_\_\_  
Benjamin Cagle

\_\_\_\_\_  
Vicki F. Cagle

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement entered into this \_\_\_\_ day of February, 2022 by and between HOLLY SPRINGS PARKS AND RECREATION AUTHORITY ("Landlord") and BENJAMIN AND VICKI F. CAGLE ("Tenant").

WHEREAS, on \_\_\_\_\_ Landlord and Tenant entered into a Lease Agreement ("Lease Agreement"), and

WHEREAS, the parties have agreed to remove Tract 2 from the premises being leased and to change the date that the annual payment is due to October 15.

NOW THEREFORE, in consideration of the mutual covenants and agreements of Lease Agreement, and other good and valuable consideration, the parties agree to amend the Lease Agreement as follows:

1. The description of the "Premises" is amended to delete Tract 2 so that the new description will read:

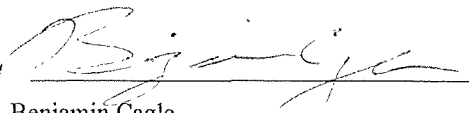
All that tract or parcel of land lying and being in Land Lots 319, 328, 329, 330, and 391 of the 15th District, 2nd Section, Cherokee County, Georgia, consisting of 49.509 acres and being shown as Tract 1 on plat of survey prepared by Gunnin Land Surveying, LLC for City of Holly Springs, dated July 28, 2016, revised November 23, 2021, which plat is incorporated herein by reference.

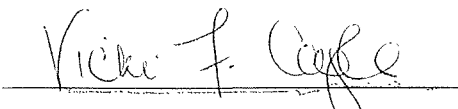
2. The due date for the annual rent payment is amended to be October 15 each year.

3. All other terms of the Lease Agreement shall remain in full force and effect.

LANDLORD            TENANT

\_\_\_\_\_  
By: Kyle Whitaker, Chairperson

  
\_\_\_\_\_  
Benjamin Cagle

  
\_\_\_\_\_  
Vicki F. Cagle

**GENERAL NOTES**

THE FIELD CLOSURE UPON WHICH THIS PLAT IS BASED HAS AN ANGULAR ERROR OF 0 SECONDS PER ANGLE POINT AND A PRECISION RATIO OF 1 IN 68 420. IT HAS BEEN ADJUSTED USING THE LEAST SQUARES METHOD. THE DATA SHOWN ON THIS PLAT HAS A CLOSURE PRECISION RATIO OF 1 IN 405 748.

EQUIPMENT USED TO OBTAIN THESE MEASUREMENTS WAS A TOPCON ES-105 AND SPECTRA PRECISION TSC3.

THE DATUM FOR THIS SITE WAS ESTABLISHED UTILIZING GLOBAL POSITIONING SYSTEMS AND BASED ON POSITIONAL VALUES FOR THE VIRTUAL REFERENCE STATION NETWORK DEVELOPED BY eGPS SOLUTIONS. THE HORIZONTAL REFERENCE FRAME IS NORTH AMERICAN DATUM OF 1983 (NAD83) - STATE PLANE COORDINATE SYSTEM OF GEORGIA - WEST ZONE. THE VERTICAL REFERENCE FRAME IS NORTH AMERICAN DATUM OF 1988. ANY DIRECTIONS OR DIMENSIONS SHOWN ARE A RECTANGULAR GROUND LEVEL PROJECTION OF THE STATE PLANE COORDINATE SYSTEM.

FIELD WORK COMPLETED 07/20/16

BY GRAPHIC PLOTTING ONLY THIS SITE IS NOT LOCATED WITHIN A FLOOD HAZARD AREA AS PER FIRM CHEROKEE COUNTY GEORGIA AND INCORPORATED AREAS COMMUNITY PANEL NUMBERS 13057C02620 AND 13057C02660 BOTH DATED SEPTEMBER 29 2006. THIS SITE LIES WITHIN ZONE X.

ALL IRON PINS SET ARE 1/2" REBARs CAPPED WITH "GUNNIN LF 1033"

ABOVE GROUND UTILITY LOCATIONS WERE OBTAINED FROM FIELD OBSERVATIONS. UNDERGROUND UTILITIES WERE NOT LOCATED AS PART OF THIS SURVEY.

ALL MATTERS OF TITLE EXCEPTED

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH. THERE MAY BE EASEMENTS OR ENCUMBRANCES THAT ARE NOT SHOWN.

THE SURVEY AND PLAT SHOWN HEREON IS NOT INTENDED FOR USE OR RELIANCE BY ANY PARTIES OR ENTITIES NOT SPECIFICALLY LISTED IN THE TITLE. THIRD PARTIES SHALL HOLD GUNNIN LAND SURVEYING LLC HARMLESS AGAINST ANY AND ALL LIABILITY FOR ANY LOSS ARISING OUT OF OR RELATED TO RELIANCE BY ANY THIRD PARTY ON ANY WORK PERFORMED THEREUNDER OR THE CONTENTS OF THE SURVEY.

**REFERENCES**

1. BOUNDARY SURVEY FOR THE CITY OF HOLLY SPRINGS PREPARED BY GUNNIN LAND SURVEYING LLC DATED JULY 22 2016

2. BOUNDARY SURVEY FOR THE CITY OF HOLLY SPRINGS PREPARED BY GUNNIN LAND SURVEYING LLC DATED SEPTEMBER 12 2014 LAST REVISED 5/13/15

**PLANNING AND ZONING CERTIFICATE**

THIS PLAT HAS BEEN ADMINISTRATIVELY REVIEWED FOR COMPLIANCE WITH THE CITY OF HOLLY SPRINGS ZONING ORDINANCE AND IS APPROVED FOR RECORDING.

ZONING ADMINISTRATOR \_\_\_\_\_

DATE \_\_\_\_\_

**LEGEND**

|        |                             |   |                           |
|--------|-----------------------------|---|---------------------------|
| POB    | POINT OF BEGINNING          | ⊙ | WATER METER               |
| POC    | POINT OF COMMENCEMENT       | ⊙ | ICV                       |
| IPS    | 1/2" REBAR SET              | ⊙ | IRIGATION CONTROL VALVE   |
| IPF    | 1/2" REBAR FOUND            | ⊙ | IRIGATION CONTROL BOX     |
| PKF    | PK NAIL FOUND               | ⊙ | WATER MANHOLE             |
| RB     | REBAR FOUND                 | ⊙ | GAS METER                 |
| CTP    | CRIMP TOP PIPE FOUND        | ⊙ | ELECTRIC METER            |
| OTF    | OPEN TOP PIPE FOUND         | ⊙ | POWER METER               |
| AI     | ANGLE IRON FOUND            | ⊙ | ELECTRICAL BOX            |
| CMF    | CONCRETE MONUMENT FOUND     | ⊙ | ELECTRIC BOX              |
| RWM    | RIGHT-OF-WAY MONUMENT FOUND | ⊙ | TRANSFORMER BOX           |
| R/W    | RIGHT-OF-WAY                | ⊙ | POWER POLE                |
| DI     | DROP INLET                  | ⊙ | POWER POLE                |
| CI     | CATCH INLET                 | ⊙ | GUY WIRE                  |
| YI     | YARD INLET                  | ⊙ | LIGHT POLE                |
| OCS    | OUTLET CONTROL STRUCTURE    | ⊙ | OVERHEAD ELECTRICAL       |
| JB     | JUNCTION BOX                | ⊙ | TELEPHONE PEDESTAL        |
| SWCB   | SINGLE WING CATCH BASIN     | ⊙ | TELEPHONE MANHOLE         |
| DWCB   | DOUBLE WING CATCH BASIN     | ⊙ | TELEPHONE BOX             |
| HW     | HEADWALL                    | ⊙ | FIBER OPTIC PEDESTAL      |
| FES    | FLARED END SECTION          | ⊙ | CABLE PEDESTAL            |
| CPP    | CORRUGATED PLASTIC PIPE     | ⊙ | CABLE BOX                 |
| CMP    | CORRUGATED METAL PIPE       | ⊙ | TRAFFIC SIGNAL POLE       |
| RCP    | REINFORCED CONCRETE PIPE    | ⊙ | TRAFFIC SIGNAL BOX        |
| PVC    | POLYVINYL CHLORIDE PIPE     | ⊙ | ROOF DRAIN                |
| SS     | SANITARY SEWER              | ⊙ | WEIR INLET                |
| F.M.E. | FORCE MAIN EASEMENT         | ⊙ | JUNCTION BOX              |
| S.S.E. | SANITARY SEWER EASEMENT     | ⊙ | SINGLE WING CATCH BASIN   |
| D.E.   | DRAINAGE EASEMENT           | ⊙ | DOUBLE WING CATCH BASIN   |
| WE     | WATER EASEMENT              | ⊙ | HEAD WALL                 |
| C.L.   | CENTER LINE                 | ⊙ | FLARED END SECTION        |
| DIP    | DUCTILE IRON PIPE           | ⊙ | UNDERGROUND GAS LINE      |
| BL     | BUILDING LINE               | ⊙ | UNDERGROUND WATER LINE    |
| C&G    | CURB & GUTTER               | ⊙ | UNDERGROUND ELECTRIC LINE |
| CONC.  | CONCRETE                    | ⊙ | UNDERGROUND TELECOM       |
| FFE    | FINISHED FLOOR ELEVATION    | ⊙ | SANITARY SEWER LINE       |
| UTIL   | UTILITY                     | ⊙ | SANITARY SEWER MANHOLE    |
| ALUM   | ALUMINUM                    | ⊙ | CLEAN OUT                 |
| ⊙      | FIRE HYDRANT                | ⊙ | GREASE TRAP               |
| ⊙      | WATER VALVE                 | ⊙ | FENCE                     |

**COMPOSITE PLAT FOR  
CITY OF HOLLY SPRINGS**

LOCATED IN LAND LOTS 319, 328, 329, 330 & 391

15th DISTRICT, 2nd SECTION

CITY OF HOLLY SPRINGS  
CHEROKEE COUNTY, GEORGIA

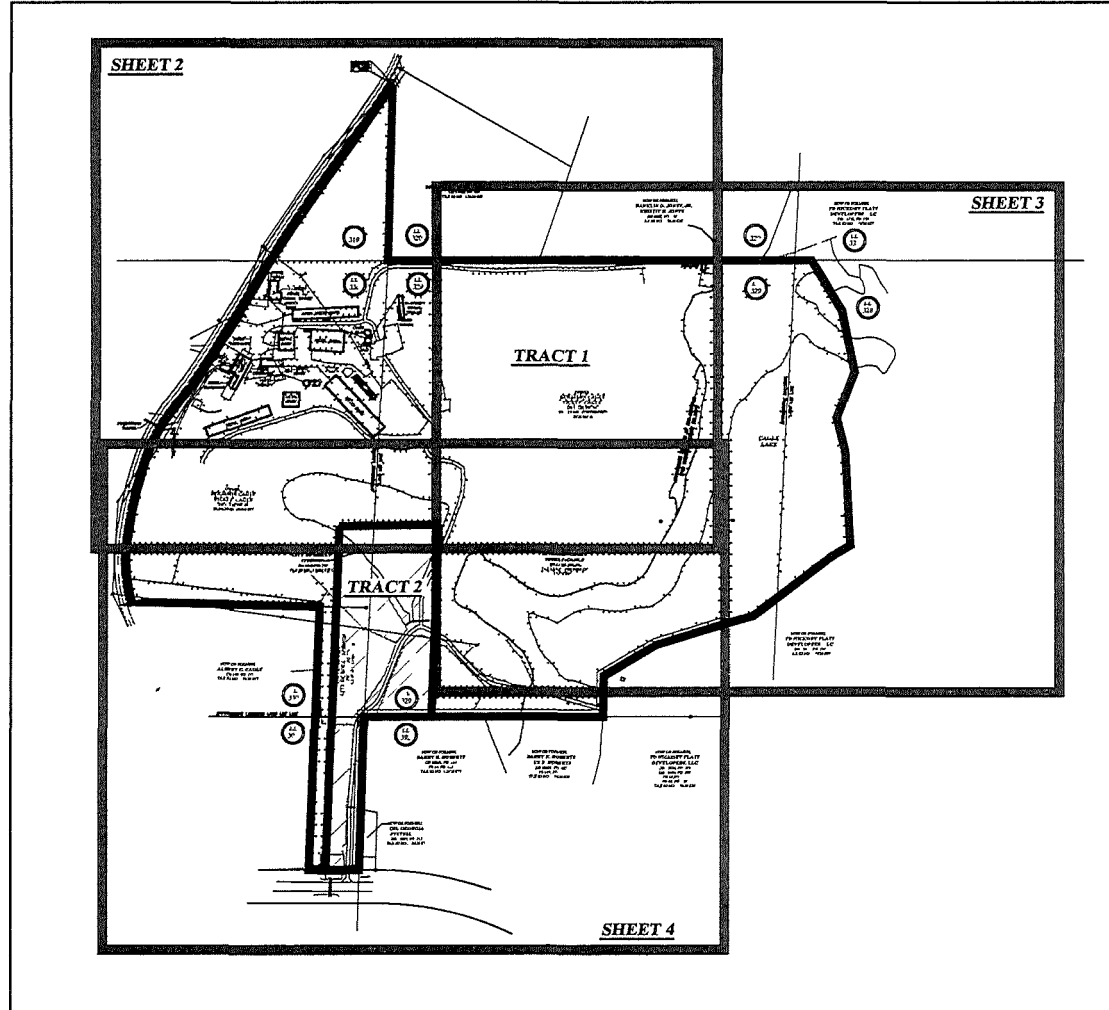
JULY 28, 2016

AREA  
TRACT 1- 49.509 ACRES  
TRACT 2- 9.091 ACRES  
TOTAL AREA- 58.600 ACRES

**REVISION NOTE #1**

PLAT REVISED TO ADJUST THE DIVISION LINE BETWEEN TRACT 1 AND TRACT 2 AS SHOWN HEREON (SEE SHEET 4). AREA TABLE REVISED ON SHEET 1 TO REFLECT NEW DIVISION LINE. ALL IMPROVEMENTS LOCATED AS PART OF THIS SURVEY SHOWN AS OF JULY 28 2016. NO ADDITIONAL FIELDWORK WAS PERFORMED AS PART OF THIS REVISION.

**SHEET LAYOUT**



| REVISION | DATE     | REV. #1                     |
|----------|----------|-----------------------------|
|          | 11/23/21 | - SEE REVISION NOTE SHEET 1 |

COMPOSITE PLAT FOR  
**CITY OF HOLLY SPRINGS**  
LOCATED IN LAND LOTS 319, 328,  
329, 330 & 391  
15th DISTRICT, 2nd SECTION  
CITY OF HOLLY SPRINGS  
CHEROKEE COUNTY, GEORGIA  
JULY 28, 2016

**Gunnin**  
LAND SURVEYING, LLC  
105 MOUNTAIN BROOK DRIVE SUITE 104  
CANTON GA 30115  
www.gunninlandsurveying.com  
Land Surveyor Firm License No. LS9901033  
Fax 678 609 4731



| SHEET | OF |
|-------|----|
| 1     | 4  |

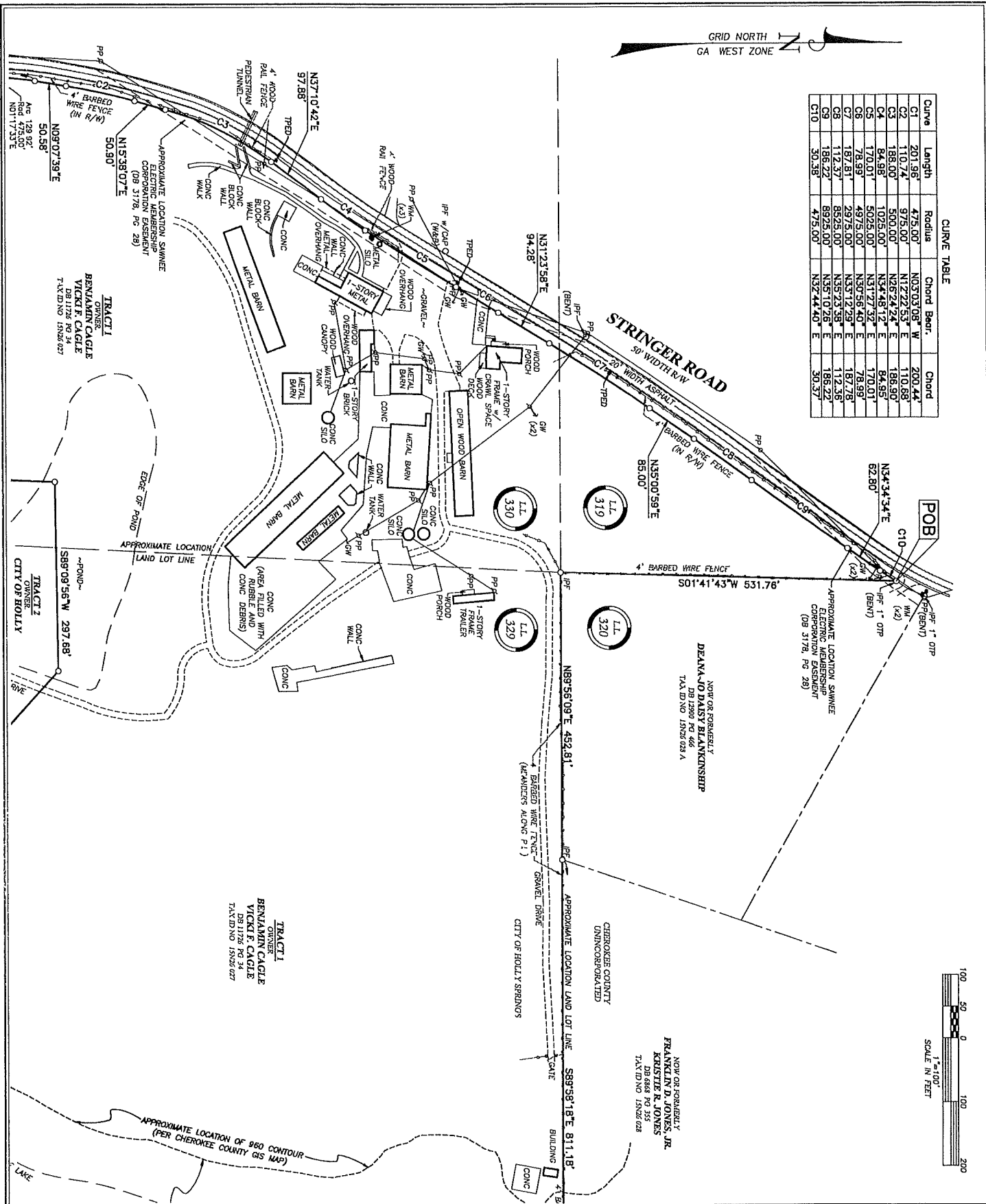
PROJECT NO 14054

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.G.C.A. 15-6-67

GRID NORTH  
GA WEST ZONE

| Curve | Length  | Radius   | Chord   | Bearing      | Chord   |
|-------|---------|----------|---------|--------------|---------|
| C1    | 201.96' | 475.00'  | 200.44' | N03°03'09" W | 200.44' |
| C2    | 110.74' | 975.00'  | 110.88' | N12°22'52" E | 110.88' |
| C3    | 188.00' | 500.00'  | 186.50' | N26°24'24" E | 186.50' |
| C4    | 84.98'  | 1025.00' | 84.95'  | N34°48'12" E | 84.95'  |
| C5    | 170.01' | 5025.00' | 170.01' | N31°27'32" E | 170.01' |
| C6    | 78.99'  | 4975.00' | 78.99'  | N30°56'40" E | 78.99'  |
| C7    | 187.81' | 2975.00' | 187.78' | N35°12'29" E | 187.78' |
| C8    | 112.37' | 8525.00' | 112.36' | N35°23'58" E | 112.36' |
| C9    | 186.22' | 8925.00' | 186.22' | N35°10'28" E | 186.22' |
| C10   | 30.38'  | 475.00'  | 30.37'  | N32°44'40" E | 30.37'  |

CURVE TABLE



|                  |              |
|------------------|--------------|
| PROJECT NO 14054 | SHEET 2 OF 4 |
|------------------|--------------|

**Gunnin**  
LAND SURVEYING, LLC

105 MOUNTAIN BROOK DRIVE, SUITE 104  
CANTON, GA 30115  
Tel: 678 880 7502 Fax: 678 609 4751  
www.gunninlandsurveying.com  
Land Surveyor Firm License No. LSF001033

COMPOSITE PLAT FOR  
**CITY OF HOLLY SPRINGS**  
LOCATED IN LAND LOTS 319, 328,  
329, 330 & 391  
15th DISTRICT, 2nd SECTION  
CITY OF HOLLY SPRINGS  
CHEROKEE COUNTY, GEORGIA  
JULY 28, 2016

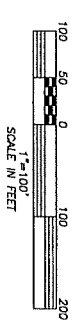
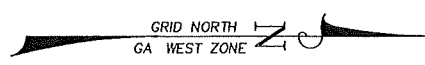
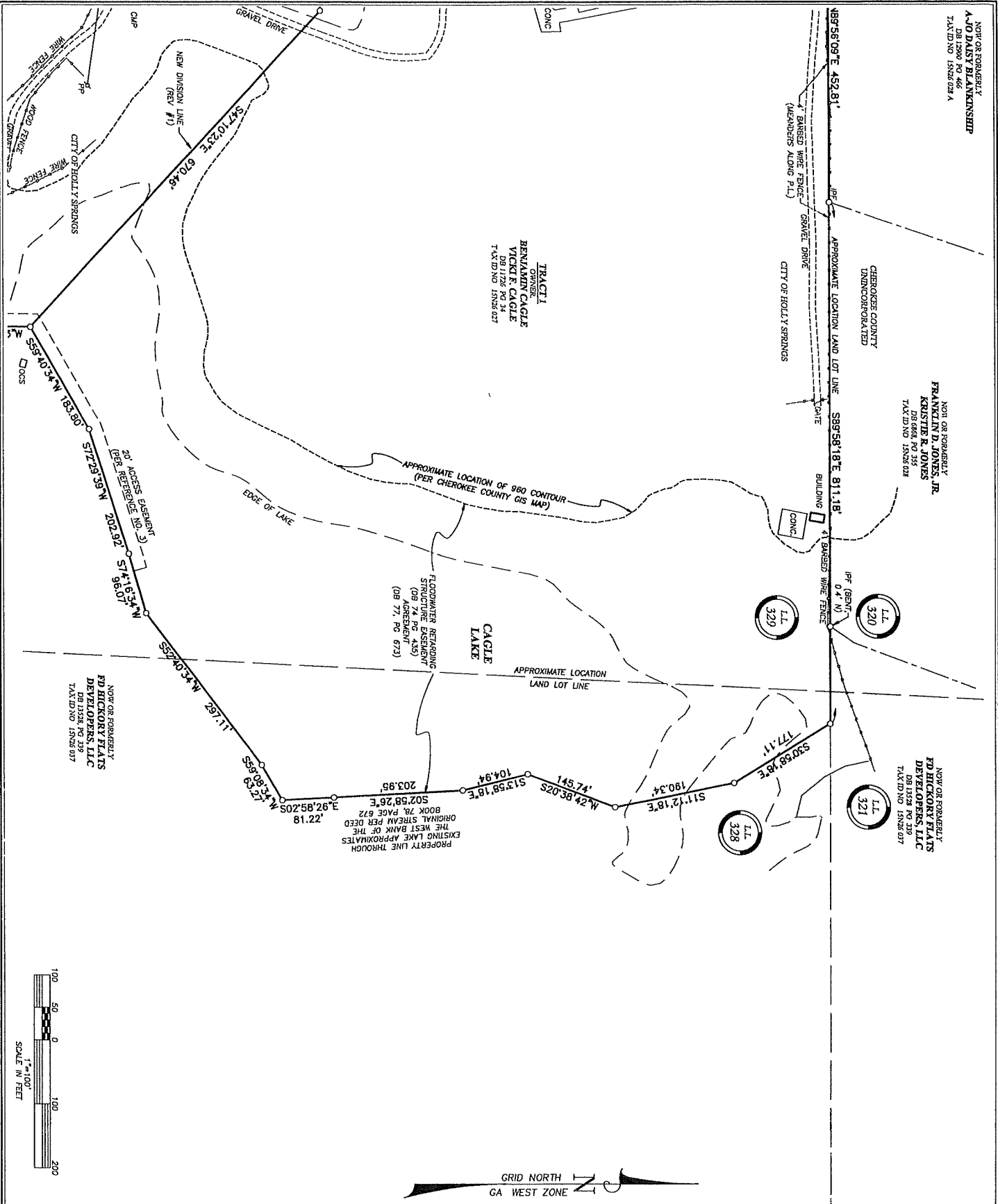
| DATE     | REVISION                            |
|----------|-------------------------------------|
| 11/23/21 | REV #1 - SEE REVISION NOTE, SHEET 1 |
|          |                                     |
|          |                                     |
|          |                                     |
|          |                                     |

NOT OR FORMERLY  
A-JO DALSY BLANKENSHIP  
DB 1200 PG 466  
TAX ID NO 15N26 024 A

NOT OR FORMERLY  
FRANKLIN D. JONES, JR.  
KRISTIE R. JONES  
DB 6664 PG 355  
TAX ID NO 15N26 024

NOT OR FORMERLY  
FD HICKORY FLATS  
DEVELOPERS, LLC  
DB 1328 PG 339  
TAX ID NO 15N26 037

TRACT 1  
BENJAMIN CAGLE  
VICKIE F. CAGLE  
DB 11202 PG 34  
TAX ID NO 15N26 027



PROJECT NO 14054

SHEET 3 OF 4

# Gunnin

**LAND SURVEYING, LLC**

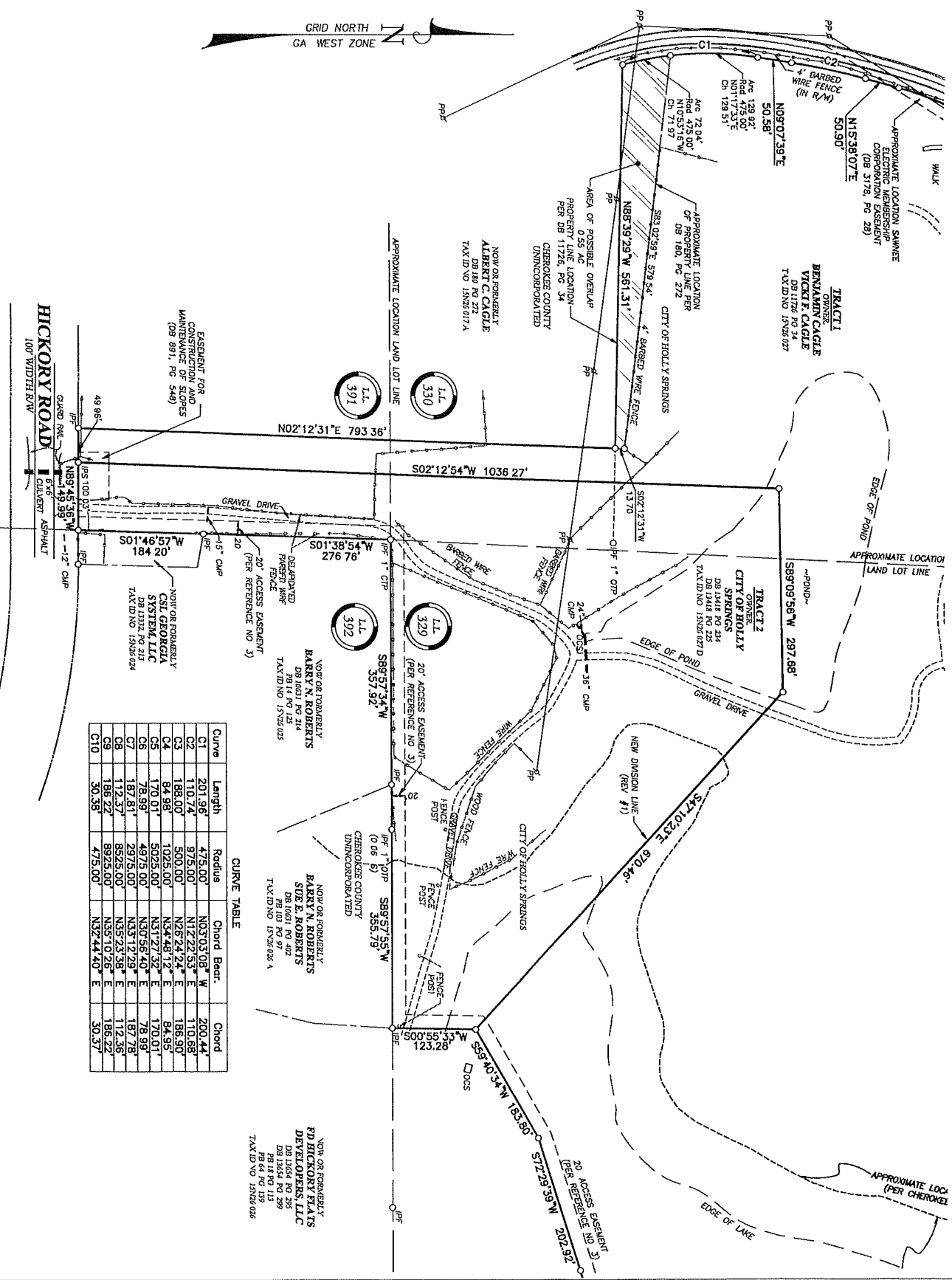
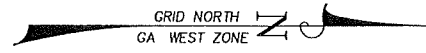
105 MOUNTAIN BROOK DRIVE, SUITE 104  
CANTON, GA 30115  
Tel 678 980 7502 www.gunninlandsurveying.com  
Fax 678 609 4731 Land Surveyor Firm License No LSF001033

**COMPOSITE PLAT FOR  
CITY OF HOLLY SPRINGS**

LOCATED IN LAND LOTS 319, 328,  
329, 330 & 391  
15th DISTRICT, 2nd SECTION  
CITY OF HOLLY SPRINGS  
CHEROKEE COUNTY, GEORGIA  
JULY 28, 2016

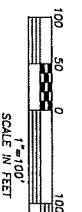
| DATE     | REVISION                            |
|----------|-------------------------------------|
| 11/23/21 | REV #1 - SEE REVISION NOTE, SHEET 1 |
|          |                                     |
|          |                                     |
|          |                                     |
|          |                                     |

GRID NORTH  
GA WEST ZONE



**CURVE TABLE**

| Curve | Length  | Radius   | Chord Bear.   | Chord |
|-------|---------|----------|---------------|-------|
| C-1   | 201.96' | 475.00'  | N03°03'08\"/> |       |
| C-2   | 110.74' | 975.00'  | N12°22'53\"/> |       |
| C-3   | 188.00' | 500.00'  | N26°24'24\"/> |       |
| C-4   | 84.98'  | 1025.00' | N34°48'12\"/> |       |
| C-5   | 170.01' | 5025.00' | N31°27'32\"/> |       |
| C-6   | 78.99'  | 4975.00' | N30°56'40\"/> |       |
| C-7   | 187.81' | 2975.00' | N33°12'29\"/> |       |
| C-8   | 112.37' | 8525.00' | N35°23'58\"/> |       |
| C-9   | 186.22' | 8925.00' | N35°10'26\"/> |       |
| C-10  | 30.38'  | 475.00'  | N32°44'40\"/> |       |



**Gunnin**  
SURVEYING, LLC

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Fax: 678.609.4731 Land Surveyor Firm License No. L5FD01033

COMPOSITE PLAT FOR  
**CITY OF HOLLY SPRINGS**  
LOCATED IN LAND LOTS 319, 328,  
329, 330 & 391  
15th DISTRICT, 2nd SECTION  
CITY OF HOLLY SPRINGS  
CHEROKEE COUNTY, GEORGIA  
JULY 28, 2016

| DATE     | REVISION                             |
|----------|--------------------------------------|
| 11/23/21 | REV #1 -- SEE REVISION NOTE, SHEET 1 |
|          |                                      |
|          |                                      |
|          |                                      |

|                   |    |
|-------------------|----|
| SHEET             | OF |
| 4                 | 4  |
| PROJECT NO. 14024 |    |

**City of Holly Springs  
Holly Springs Parks and Recreation Authority Minutes  
June 3, 2024**

**Authority Members Present:** Chairman Kyle Whitaker, Jeff Wilbur and Kevin Moore.

**Authority Members Not Present:** Vice Chairman Dee Phillips and Michael Roy Zenchuk II.

**Elected Officials Present:** Mayor Steven W. Miller.

**Staff Present:** City Manager Robert H. Logan, City Clerk/Human Resources Director Karen Norred, Assistant City Clerk/Records Manager Lou Stewart, Finance Director Denise Lamazares and Deputy Chief Greg Clyburn.

**I. CALL TO ORDER**

Chairman Whitaker called the Holly Springs Parks and Recreation Authority Meeting to order.

**II. OLD BUSINESS**

- A. Discuss the lease agreement between the Friends of Holly Springs, Inc., and the Holly Springs Parks and Recreation Authority for the property located at 150 Stringer Rd.

Authority Member Moore made a motion to approve the lease agreement between the Friends of Holly Springs, Inc., and the Holly Springs Parks and Recreation Authority for the property located at 150 Stringer Rd. Authority Member Wilbur seconded the motion. Motion carried. Yes 3, No 0, Abstained 0.

**III. NEW BUSINESS**

- A. Quote #0884 from Stephen Postell Tree Service to remove trees, shrubs and grind stumps at 150 Stringer Road, in an amount not to exceed \$6,000.00.

Authority Member Moore made a motion to approve quote #0884 from Stephen Postell Tree Service to remove trees, shrubs and grind stumps at 150 Stringer Road, in an amount not to exceed \$6,000.00. Authority Member Wilbur seconded the motion. Motion carried Yes 3, No 0, Abstained 0.

- B. Quote #0044 from NexGen Roofing & Contracting for the removal and replacement of the roof on the house at 150 Stringer Road, in an amount not to exceed \$29,664.00

Authority Member Moore made a motion to approve quote #0044 from NexGen Roofing & Contracting for the removal and replacement of the roof on the house at 150 Stringer Road, in an amount not to exceed \$29,664.00 with the preference of the patriot red architectural shingles included in the quote. Authority Member Wilbur seconded the motion. Motion carried Yes 3, No 0, Abstained 0.

C. April 15, 2024 Holly Springs Parks and Recreation Authority Meeting Minutes.

Authority Member Moore made a motion to approve the April 15, 2024 Holly Springs Parks and Recreation Authority meeting minutes. Authority Member Wilbur seconded the motion. Motion carried Yes 3, No 0, Abstained 0.

**IV. REPORTS**

City Manager Robert Logan informed Authority Members that the tenant at 220 Stringer Road will be leaving the property at the end of June. It was the consensus of the Authority to discuss and evaluate the future use of the property after the tenant vacates the property.

**V. ADJOURNMENT**

Authority Member Moore made a motion to adjourn the meeting. Authority Member Wilbur seconded the motion. Motion carried. Yes 3, No 0, Abstained 0.

Respectfully submitted.

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Kyle Whitaker, Chairman

Attest:

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Karen Norred, City Clerk  
(Seal)