



City of Holly Springs

Date: Monday, October 19, 2020

Location: 3235 Holly Springs Parkway, Holly Springs

**Holly Springs Parks and Recreation Authority
Special Called Meeting
Agenda
(immediately following the Council Meeting) Council Chambers**

I. CALL TO ORDER

II. NEW BUSINESS

A. Discuss and approve/deny a lease agreement between HS Equestrian, LLC, and the Holly Springs Parks and Recreation Authority

Presented By: Robert H. Logan, City Manager

B. Discuss and approve/deny a lease agreement between Ben and Vicki Cagle and the Holly Springs Parks and Recreation Authority

Presented By: Robert H. Logan, City Manager

C. Approve/deny July 27, 2020 Parks and Recreation Authority meeting minutes

III. ADJOURNMENT

STATE OF GEORGIA

COUNTY OF CHEROKEE

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), made as of the ____ day of _____, 20__ ("Effective Date"), by and between THE CITY OF HOLLY SPRINGS, CHEROKEE COUNTY, GEORGIA, ("Landlord" or "Holly Springs"), and HS EQUESTRIAN, LLC, a Georgia Limited Liability Company, ("Tenant" or "HS Equestrian"). The "Effective Date" is the date that this Lease has been fully executed by Landlord and Tenant, and the parties shall enter the Effective Date above.

1. **Premises** Landlord does hereby rent and lease to Tenant, and Tenant does hereby rent and hire from Landlord, that certain real property being more particularly described in Exhibit "A" attached hereto at Stringer Road Park ("Park") and by this reference made a part hereof, together with all improvements now or hereafter located thereon, all matters of record and all matters that would be shown by an accurate survey and inspection of said real property ("Premises"). Tenant shall use the Premises for the following purposes: equestrian activities and associated agricultural operations ("Permitted Use"), and for any other purposes as approved by Landlord, which such approval shall not be unreasonably withheld.
2. **Lease Term** The term of this Lease shall commence on the Effective Date and shall expire, unless sooner terminated as herein provided, thirty (30) standard calendar years from the Effective Date.
3. **Rent** Commencing on the Effective Date, and continuing throughout the term of this Lease, Tenant will owe no rent to Landlord. In lieu of rent, which consideration is deemed sufficient and accepted by the Landlord, Tenant shall make best efforts to develop and operate the equestrian facilities on the Premises according to the plans accepted by the Landlord described in Exhibit "B" attached hereto and by this reference made a part hereof, subject to Paragraph 14, herein, and all permanent structures, fencing, paddocks, and infrastructure built by Tenant shall belong to Landlord. In doing so, Tenant will not be deemed an employee or agent of Landlord, for any purpose.
4. **Taxes and Assessments** Commencing on the Effective Date and continuing thereafter throughout the term of this Lease, the Landlord will pay and keep current every type of legally enforceable tax and/or assessment assessed against the Premises during the term of the Lease, including, but not limited to, any reasonable expenses associated with the tax and/or assessment, including, but not limited to, attorney's fees, tax consultants, arbitrators, appraisers, experts and other witnesses, incurred by Landlord in contesting any taxes and/or assessments. Landlord warrants that all taxes and/or assessments incurred prior to the period covered by the Lease, through and including 202_ have been or will be satisfied.

Landlord agrees and stipulates that Landlord shall cure any unsatisfied tax and/or assessment within fifteen (15) days of notice of same, and Landlord shall reimburse Tenant for any payment of taxes and/or assessments paid by Tenant. Tenant is under no obligation to pay any taxes and/or assessments.

5. **Insurance** Tenant shall carry and maintain, at its sole expense, during the term of this Lease, the following insurance, in the amounts specified below: (i) all-risk commercial property insurance covering the buildings, fixtures, business personal property, business interruption coverage, tenant improvements and betterments, with coverage extended for the perils of flood and earthquake, if possible, in an amount equal to full replacement cost value, with debris removal coverage, and said insurance policy shall name Landlord as an additional insured; (ii) Commercial General Liability Insurance with Contractual Liability coverage, in the minimum amount of \$3,000,000 on a per occurrence basis; and (iii) worker's compensation insurance as required by Georgia law. All policies maintained by Tenant will be primary policies, not contributing with and not supplemental to the coverage that Landlord may carry. Landlord will list Tenant as an additional insured on any property or liability insurance it may have for any event Landlord holds at the Park or Premises. All policies maintained by Tenant will be primary policies, not contributing with and not supplemental to the coverage that Landlord may carry. Tenant does enjoy any immunity Holly Springs enjoys with the public. Landlord shall not be entitled to and shall not be listed as an additional insured to the extent that coverage is afforded to Tenant for any business income loss, loss of rents, loss of profits, or business personal property coverage.
6. **Security Deposit** No security deposit will be required of Tenant.
7. **Utilities** Tenant shall pay be responsible for utility gas and electricity monthly charges and deposits at the Premises. Landlord shall be responsible for water at the Premises and all utilities, at the remainder of the Park unless provided for in another lease or agreement. To the extent the Premises requires any utilities infrastructure and/or set-up, Landlord agrees to provide and pay for all such infrastructure and/or set-up prior to Tenant's occupation of the Premises.
8. **Use** The Premises may be used for the Permitted Use and for no other purpose other than those approved by the Landlord, which such approval shall not be unreasonably withheld. Tenant shall comply with all applicable zoning laws, rules, ordinances, and regulations that apply to the Premises during the Lease term. The Landlord shall not pass any zoning laws, rules, ordinances, and/or regulations that would interfere with the Permitted Use for the term of the Lease. If such interfering zoning laws, rules, ordinances, and/or regulations are passed and cause interference with the Permitted Use, Tenant shall be reimbursed liquidated damages in the amount of \$1,500 per day for the remainder of the term of the Lease or until the interfering zoning laws, rules, ordinances, and/or regulations are repealed and of no effect to the Tenant.
9. **Repairs and Maintenance by Landlord** Landlord shall be obligated to maintain all

structures, fencing, paddocks, riding rings, electrical, plumbing, ventilation, heating and/or cooling systems of the Premises in reasonably good, clean, and safe working order and condition during the term of the Lease, and make all reasonable repairs in excess of \$300 per occurrence, and do so as reasonably quickly as possible. Landlord shall maintain the Premises in a manner consistent with other parks in Holly Springs with respect to landscaping and pay for such landscaping. Due to the presence of live animals on the Premises at all times, Landlord agrees to provide 24/7 security for the entire Park, including, but not limited to, the Premises, and pay for such security. Landlord may store landscaping and agricultural equipment at the Premises in areas approved by the Tenant, and Tenant may utilize such equipment at any time. Tenant has no responsibility to insure, maintain, repair, or replace such equipment. Landlord is solely responsible for the equipment.

10. **Repairs and Maintenance by Tenant** Tenant shall be obligated to perform routine maintenance of the Premises and agrees to maintain the Premises in reasonably good, clean, and safe working order and condition. Tenant shall be obligated to make repairs to structures, fencing, paddocks, riding rings, electrical, plumbing, ventilation, heating and/or cooling systems of the Premises during the term of the Lease, up to \$300 per occurrence, and do so as reasonably quickly as possible. Tenant shall notify Landlord as reasonably quickly as possible of any need for repair and/or replacement in excess of \$300, of which it has actual notice, as reasonably quickly as possible, in writing, as provided herein, but have no obligation to inspect the Premises to determine such need. Tenant shall have no liability to Landlord for failing to report any such need. Tenant has the right, but not the obligation, to have personnel live on the Premises 24/7 in housing approved by the Landlord. Such personnel may perform security at the Premises, in addition to the security provided by Landlord. Tenant shall be responsible for payment for such personnel services, and the personnel will not be deemed an employee or agent of Landlord, for any purpose.
11. **Right of Entry** Landlord, its agents, contractors, and representatives shall have the right, but not the obligation, to enter the Premises, upon twenty-four (24) hours' notice to Tenant, for non-emergencies, to inspect the Premises to see that Tenant is complying with all of Tenant's obligations hereunder. No such notice is required for emergency inspections. Landlord agrees not to interfere with Tenant's possession of the Premises or Tenant's operations therein.
12. **Breach**
 - a. If Landlord is unable or fails to perform its obligations under this Lease in a material manner in excess of thirty (30) calendar days, Tenant shall notify Landlord of the material breach, in writing, as provided herein. Tenant shall allow Landlord a reasonable period of time to cure the breach. If Landlord fails to cure the breach, Tenant has the right, but not the obligation, to vacate the Premises with no obligation to Landlord for the remainder of the term of the Lease. Tenant shall also have the right to pursue all available remedies under law and/or equity for such

material breach.

- b. If Tenant is unable or fails to perform its obligations under this Lease in a material manner in excess of thirty (30) calendar days, Landlord shall notify Tenant of the material breach, in writing, as provided herein. Landlord shall allow Tenant a reasonable period of time to cure the breach. If Tenant fails to cure the breach, Landlord has the right, but not the obligation, to have Tenant removed from the Premises, in accordance with applicable law.
13. **Rights Cumulative** All rights, remedies, powers and privileges conferred under this Lease on the Parties hereto shall be cumulative of and in addition to, but not restrictive of or in lieu of, those conferred by law.
14. **Construction and Liens** Tenant shall solicit construction funds from third parties to build the structures on Exhibit A, as set forth herein. Tenant shall have _____ years from the execution date of this Lease to complete the structures on Exhibit "A" ("Construction Period"). If Construction has started, then Tenant has an automatic extension of six (6) more months. Tenant agrees that if it is unable to do so, the Lease will be terminated upon expiration of the Construction Period, and Tenant will have no obligation other than terms that expressly survive the Lease as set forth herein.

Tenant has full control of any building schedule and operations. Part of the structures on Exhibit "A" include a common use Covered Arena ("Covered Arena"), addressed further herein. Tenant is under no obligation to build or complete any structure before another and may choose the order in which any structure is built or completed.

Nothing herein prohibits the Parties from negotiating additional time for construction or prevents Landlord from funding any construction.

Nothing herein obligates Tenant to construct anything or complete any construction. Tenant is not liable for the completion or incompleteness of any construction, damage to the Premises or Park caused by construction, for any construction defects that may result, any contractor or other workers who perform construction on the Premises, for any failure of such construction, or for any liens associated therewith. The provisions of this Paragraph shall survive the expiration or termination of this Lease.

The construction will be contracted out to a general contractor in accordance with the Agreement attached hereto as part of Exhibit "B" and made a part hereof. Tenant shall have sole discretion to choose and/or manage any general contractor and/or subcontractors under the Contract at Exhibit "B."

15. **Improvements to the Premises** Any permanent alterations made to the Premises shall become part of the Premises and belong to the Landlord.

16. **Subletting and Assignment**

- a. Neither Landlord nor Tenant shall have the right to assign this Lease without the express written consent of the other.
- b. Anything contained in this Lease to the contrary notwithstanding, Landlord understands and acknowledges that Tenant intends to enter into subleases or other agreements ("Third Party Agreements") with third parties in connection with the Permitted Use. The third parties may use the Premises as the Tenant would. Tenant shall manage the third parties' use of the Premises in order to be consistent with Tenant's, but Tenant is not liable for any damage to the Premises or liability rising from such subleases and/or Third Party Agreements.

17. **Damage or Destruction** In the event that more than fifty percent (50%) of the Premises used by Tenant for the Permitted Use is rendered untenable as a result of any casualty ("Casualty"), and insurance covers the Casualty, the Tenant shall use the proceeds to rebuild the Premises substantially to similar use as before the Casualty, but may make any reasonable changes or improvements. If insurance does not cover ten percent (10%) or more of the Casualty, Landlord shall work with the Tenant to attempt to raise sufficient funds to rebuild to substantially similar use as before the Casualty, including, but not limited to, the use of public funds, if available. If the Premises cannot be returned to pre-Casualty condition within a reasonable period of time, the Tenant shall have the option of terminating this Lease, without further obligation other than terms that expressly survive the Lease as set forth herein. The provisions of this Paragraph shall survive the expiration or termination of this Lease.

18. **Condemnation** Landlord agrees not to condemn any part of the Premises during the term of the Lease.

19. **Release** Except as otherwise set forth in this Lease, the Parties agree to hold each other and their heirs, past, present, and future successors, assigns, affiliated companies, trustees, servants, attorneys, affiliates, indemnities, employees, directors, officers, managers, principals, servants, stockholders, firms, corporations, agents and agencies, members, partners, staff, independent contractors, subcontractors, businesses, tenants, executors, administrators, personal administrators, associations, partnerships, shareholders, predecessors, representatives, subsidiaries, and any other persons, or entities acting on their behalf harmless against and in respect of, all liabilities, damages, losses, costs, expenses (including, but not limited to, all reasonable attorneys' fees), causes of action, suits, claims, demands and judgments of any nature whatsoever arising, in whole or in part, arising out of either Party's or a third party's negligence that causes injury to or the death of persons or damage to the Premises or Park. The provisions of this Paragraph shall survive the term of this Lease. Tenant does enjoy any immunity Holly Springs enjoys with the public.

20. **Signage** Tenant shall be allowed to use the city of Holly Springs' likeness, name, or image

and to install signage on the Premises during the term of the Lease with Landlord's prior written approval, which said approval shall not be unreasonably withheld. Tenant's sublessees shall enjoy these same privileges.

21. **Attorneys' Fees** In the event that either Party is required to enforce the provisions of this Lease, the prevailing Party shall be entitled to receive from the other Party all costs and expenses incurred in connection with such enforcement, including but not limited to reasonable attorneys' fees.
22. **Sale** Landlord may not sell the Premises to a third party for the term of the Lease.
23. **Notices** All notices to Tenant shall be delivered by hand to HS Equestrian, LLC, c/o Ms. Lauren Eckardt, or sent by certified mail, return receipt requested, postage paid, or statutorily recognized overnight delivery to: 745 Charles Cox Drive, Canton, GA 30115 Attn: Ms. Lauren Eckardt.

All notices to Landlord shall be delivered by hand to the current City Manager, or sent by certified mail, return receipt requested, postage paid, or statutorily recognized overnight delivery to: 3237 Holly Springs Parkway, Holly Springs, GA 30115 Attn: City Manager.

Notice given as hereinabove provided shall be effective upon receipt, if delivered by hand, or upon deposit of the same with the United States Mail or overnight delivery, unless lost or misdirected mail is proven. The time period within which any response period shall begin to run shall not commence until any such notice is actually received by Landlord or Tenant, as the case may be.
24. **Covenant of Quiet Enjoyment** So long as Tenant observes and performs the covenants and agreements contained herein to be observed and performed by Tenant, Landlord covenants and agrees that Tenant shall at all times during the term of this Lease peacefully and quietly have and enjoy possession of the Premises, subject to the terms hereof.
25. **Subordination and Attornment** This Lease shall be subject to all security deeds ("Mortgage") now or hereafter encumbering all or any portion of the Premises. If the holder of any Mortgage shall hereafter succeed to the rights of Landlord under this Lease, Tenant shall attorn to and recognize such successor as Tenant's landlord under this Lease, and this Lease shall survive such succession and continue uninterrupted for the remainder of the term of the Lease under the same terms and conditions.
26. **Successors** The provisions of this Lease shall inure to the benefit of and be binding upon Landlord and Tenant and their respective heirs, successors, administrators, executors, and assigns.
27. **Brokerage** No broker has represented either Tenant or Landlord in connection with this Lease, and no broker fees are owed hereunder.

28. **Hazardous Substances** Both Parties covenant and agree that they shall not cause or permit any Hazardous Substances (as hereinafter defined) to be generated, used, treated, stored, released or disposed of in, on, at, or under the Premises. For the purposes of the Paragraph, Hazardous Substances shall mean and refer to (i) all those substances, elements, materials, compounds or wastes defined or classified as hazardous or restricted under any governmental requirement; (ii) petroleum products, including, but not limited to, without limitation, waste oils; (iii) "asbestos" as defined in 29 C.F.R. Sec. 1910.1001 et seq. (or analogous regulations promulgated under the Occupational Safety and Health Act of 1970, as amended from time to time, and the regulations promulgated thereunder); (iv) "PCBs", as defined in 40 C.F.R. Sec. 761 et seq., and "TCDD", as defined in 40 C.F.R. Sec. 775 et (or in either case analogous regulations promulgated under the Toxic Substances Control Act, as amended from time to time); and (v) any other substance, element, material or compound defined or restricted as a hazardous, toxic, radioactive or dangerous substance, material or waste by the Environmental Protection Agency or by any other ordinance, statute, law, code, or regulation of any federal, state or local governmental entity or any agency, department or other subdivision thereof, whether now or later enacted, issued, or promulgated.

Hazardous Substances does NOT include the natural by-products of agricultural operations, including, but not limited to, manure. Tenant shall handle manure at the Premises in a manner so as to avoid a nuisance, at Tenant's own expense.

Landlord agrees and warrants that it is unaware of the presence of any Hazardous Substances on the Premises and agrees to hold Tenant and their successors, heirs, assigns, and legal representatives harmless against and in respect of, all liabilities, damages, losses, costs, expenses (including, but not limited to, all reasonable attorneys' fees), causes of action, suits, claims, demands and judgments of any nature whatsoever arising, in whole or in part, arising out of either Party's or third party's negligence that causes the presence of any Hazardous Substances on the Premises.

29. **Service Agreements** On or before the expiration or termination of this Lease, Tenant will terminate all management, service, equipment, supply, maintenance, security, concession or other agreements with respect to or affecting the Premises ("Service Contracts"). Tenant shall be responsible for all termination fees payable under the Service Contracts, unless Landlord takes an assignment of same and then Tenant is under no further obligation thereunder. The provisions of this Subparagraph shall survive the expiration or termination of this Lease.

30. **Option to Purchase**

- a. Landlord hereby grants to Tenant an option ("Option") to purchase the Premises, during the terms of this Lease. Tenant shall have the right, but not the obligation, to exercise the Option at any time during the term of this Lease by sending notice

of such election to Landlord as provided herein. Upon the exercise of the Option, Landlord shall sell and convey, and Tenant shall purchase and take title to the Premises.

- b. If Tenant exercises the Option, the purchase price (herein referred to as the "Purchase Price") of the Premises shall be \$_____ No/100 Dollars. Purchase Price shall be paid at the closing in exchange for a warranty deed of a fee simple title and the Premises will no longer be part of the Park.
31. **Special Use Permit and/or any other Permit** During the term of the Lease, Landlord agrees to ensure the use of the Premises as set forth hereunder and provide any permit so as to allow Tenant to utilize the Premises in the manner and purposes as set forth herein.
32. **Copyright and Trademarks** Landlord agrees that Tenant owns all copyright and/or trademark or any other protected use rights with respect to any operations on the Premises, and Landlord is only permitted to use such information with Tenant's express written consent.
33. **Income** Tenant and Landlord agree that Tenant may charge parking, membership, and/or other fees for use of the Premises, which shall belong to Tenant. The Landlord shall also have the right to charge reasonable parking fees and membership fees for use of the Park, which shall belong to Holly Springs. Any income that is derived from an event that Landlord conducts on the Premises shall belong to Holly Springs, except HS Equestrian will be entitled to a 10% share of any Holly Springs event at the Premises. Tenant and Landlord agree that all income from Tenant's use of the Premises belongs to Tenant. Any income that is derived from an event that Tenant conducts at the Covered Arena shall be solely Tenant's income.
34. **Use of Facilities by Holly Springs** Holly Springs may use the Covered Arena if it is built and operational as set forth herein, according to a scheduling system to be developed and implemented by HS Equestrian, with notice provisions to be provided, in writing, to Holly Springs that Holly Springs must comply with and requiring that Holly Springs give at least six (6) months' notice prior to the desired event. . Holly Springs may request use of the other Premises that does not interfere with HS Equestrian's operations, and HS Equestrian will make a good faith effort to accommodate Holly Springs' requests. HS Equestrian will be entitled to a 10% share of any Holly Springs event at the Premises.
35. **Taxes** Landlord acknowledges and agrees that the Landlord is and shall be solely responsible for all subrogation claims, attorney's fees, and any federal, local, and/or state taxes they may incur as a result of this Lease.
36. **Miscellaneous** Time is of the essence of this Lease. This Lease contains the entire agreement of Landlord and Tenant and no representations or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. This Lease may

not be amended other than in a writing signed by Landlord and Tenant. No failure of Landlord or Tenant to exercise any power given either party hereunder, or to insist upon strict compliance by Tenant of any obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. If any clause or provision of this Lease is illegal, invalid or unenforceable under applicable present or future laws or regulations effective during the term of this Lease, the remainder of this Lease shall not be affected. In lieu of each clause or provision of this Lease which is illegal, invalid or unenforceable, there shall be added as a part of this Lease a clause or provision as nearly identical as may be possible and as may be legal, valid and enforceable. This Lease shall be governed by, construed under and interpreted and enforced in accordance with the laws of the state of Georgia.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed, under seal, in its respective names and on its behalf by its duly authorized officials, the day and year indicated below.

LANDLORD:

By: _____

As: _____

Date of Execution by Landlord: _____

TENANT:

By: _____

As: _____

Date of Execution by Tenant: _____

COMMERCIAL CONSTRUCTION AGREEMENT FOR STRINGER ROAD PARK

This Commercial Construction Agreement for Stringer Road Park ("Agreement") is made on _____, 20____, by and between HS Equestrian, LLC, a Georgia Limited Liability Company ("HS Equestrian") and _____ ("Contractor") as follows:

1. Project Documents Contractor wishes to enter into the following Agreement with HS Equestrian to furnish all labor, materials, and equipment, at his expense, and to pay all costs to complete the project located at Stringer Road Park ("Park") ("Project"), pursuant to plans and specifications dated _____, 20____, (together with all "change orders" or written modifications as provided in this Agreement: "Project Documents").

HS Equestrian has made available to Contractor all of the Project Documents. The Project Documents have been carefully examined by Contractor, its agents, representatives, and/or employees, and Contractor agrees that the Project Documents are complete and accurate as to all work to be performed by the Contractor.

Contractor understands that HS Equestrian has entered into a lease dated ____ ("Lease") with the city of Holly Springs ("Holly Springs") and Holly Springs is an express intended third-party beneficiary of this Agreement.

2. Terms Contractor agrees to complete the Project as follows:

a. Contractor shall furnish all labor, materials, and equipment, at his expense, as shown on the Project Documents and agrees to pay all costs (collectively "Costs") to complete the Project. Contractor shall pay all Costs and have all liens released when they become due.

Costs The term "Cost" or "Costs" shall mean costs or expenses actually and reasonably incurred by Contractor or for which Contractor actually and reasonably becomes obligated to pay in connection with the construction, design, building, and/or completion of the Project, including but not limited to the following:

1. Costs of all materials and supplies incorporated into the Project, including, but not limited to, transportation and storage expenses;
2. All labor for performance of work on or relating to the Project;
3. Payments to all subcontractors for work performed or charged on the Project;
4. Costs of all employee benefits and taxes for such items as unemployment compensation, insurance, social security and other benefits for the labor and employees;

5. All Costs, including, but not limited to, transportation and maintenance of equipment and hand tools not owned by workmen employed by Contractor, which are employed or consumed in the construction of the Project;
6. Payments for all rental charges for machinery, equipment, facilities, and/or tools used in connection with construction of the Project and payments for installations, repairs, replacements, dismantling, removal, lubrication, transportation and delivery of such rental items;
7. All other transportation costs incurred in connection with the construction of the Project;
8. All premiums for insurance that is required by this Agreement to be obtained or maintained by Contractor;
9. All federal, state, local, sales, use, gross receipts or any other taxes related to the Project, imposed by any governmental authority, through completion;
10. All permit fees, licenses, engineering, architectural, design and/or consulting services that Contractor is required to obtain or reasonably obtains in order to complete the Project;
11. All Costs of corrective work on the Project;
12. All office overhead costs, including, but not limited to, without limitation, copying, printing, secretarial, courier, overnight delivery, long- distance telephone calls, telephone service at the site, electricity, water, gas and postage relating to work on the Project or any office used by the Contractor in connection with such project;
13. All lot preparation and removal of debris costs;
14. All Costs associated with any Change Order or Costs of Data processing services;
15. All legal Costs reasonably incurred in connection with the prosecution of the work required by this Agreement; and
16. All Costs or expenses incurred in connection with selections permitted under this Agreement.

b. Contractor shall not be paid any monies for its work on Project, but is performing in consideration of the advertising value Contractor will receive as set forth herein, the sufficiency of which is hereby acknowledged by Contractor. Contractor's name will appear on all signage utilized by HS Equestrian at the Property and on all surfaces at the Property for the term of HS

Equestrian's Lease. Surfaces shall include entryway fencing and gates, barn entrance, and all paddocks and arenas. These areas shall prominently bear Contractor's name.

3. **Commencement** Contractor shall begin work within three (3) calendar days after being notified, in writing, by HS Equestrian that the Project is ready to commence. Contractor further agrees to complete the work of this Agreement within _____ days after starting work. Contractor agrees to proceed with the work in an orderly and reasonable sequence and to abide by HS Equestrian's decision as to the allotment of all storage and working space of the Project.

4. **Extension** Contractor agrees that no extension of time for performance of this Agreement shall be recognized or permitted without HS Equestrian's prior written consent.

5. **Indemnity** Contractor agrees to protect, hold harmless, indemnify, and defend HS Equestrian and Holly Springs, their agents, representatives, and/or employees from any and all actions, demands, and/or claims that Contractor, or any of its heirs, past, present, and future successors, assigns, affiliated companies, trustees, servants, attorneys, affiliates, indemnities, employees, directors, officers, managers, principals, servants, stockholders, firms, corporations, agents and agencies, members, partners, staff, independent contractors, subcontractors, businesses, tenants, executors, administrators, personal administrators, associations, partnerships, shareholders, predecessors, representatives, subsidiaries, additional insureds and any other persons, or entities acting on its behalf may assert at a later date arising out of the matters in connection with this Agreement.

6. **Insurance** Contractor agrees to obtain, and maintain through completion, worker's compensation insurance as is required by law. Contractor further agrees to obtain the following insurance policies naming Contractor, HS Equestrian, and Holly Springs for the Project with limits in amounts at least equal to those specified below incepting before the Project is started:

Commercial General Liability Coverage	\$1,000,000.00 each occurrence
Damage to Premises Rented to You	\$100,000.00 Any one premises
Medical Expense Limit	\$5,000.00 Any one person
Personal & Advertising Injury Limit	\$1,000,000.00 Any one person or organization
General Aggregate Limit	\$2,000,000.00
Products/Completed Operations	\$2,000,000.00
Aggregate Limit	
Builder's Risk	\$_____ covering the Project to completion

Contractor agrees to furnish HS Equestrian with complete policies prior to starting the Project, and proof of all premium payment(s).

Contractor agrees to assume the entire responsibility and liability for all damages or injury to any and all individuals, whether employees or otherwise and to all property, including, but not

limited to, HS Equestrian's property arising out of, resulting from, or in a manner connected with the performance of the work provided for in this Agreement or occurring or resulting from the use by Contractor, its agents, representatives, and/or employees or subcontractors of materials, equipment, instrumentality's or other property, whether the same is owned by HS Equestrian, Holly Springs, Contractor or third parties.

7. Damage Contractor agrees to accept responsibility for all damage caused by Contractor to clean and repair all surfaces soiled or damaged by Contractor, and to protect the work performed by Contractor. If any dispute arises between Contractor and another contractor and/or subcontractor as to which is responsible for any time of damage, the dispute shall be submitted to HS Equestrian for decision and HS Equestrian's determination as to responsibility shall be final and binding.

8. Safety Contractor is solely responsible for initiating, maintaining and supervising all safety precautions and measures in connection with the performance of this Agreement and agrees to take all safety precautions with respect to its work and shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority for the safety of persons or property at the Project.

9. Assignment This Agreement is not assignable without the written consent of HS Equestrian.

10. Removal of Workers Contractor agrees to remove and/or replace any person on the Project if HS Equestrian reasonably objects to his/her continued employment on the Project.

11. Value Contractor and HS Equestrian agree the value of the Project to be _____ ("Project Value"). Contractor agrees to obtain and furnish to HS Equestrian and to maintain in effect through completion of the Project a performance and/or payment bond from a surety or sureties in the form and with sureties acceptable to HS Equestrian in an amount equal to the Project Value, conditioned upon and covering the faithful performance of and compliance with all of the terms, provisions and conditions of this Agreement, the premium therefor to be paid by Contractor.

12. Warranty Contractor guarantees and warrants its work against any and all defects in material or workmanship for a period of three (3) years from the date of the Certificate of Occupancy issued by the building authority for the Project. If, within the three (3) years after the date of completion of the Project, any of the work is found to be not in accordance with the requirements of the Project Documents, the Contractor shall correct it promptly after receipt of written notice from HS Equestrian to do so. This obligation shall survive acceptance of the work under this Agreement and termination of the Agreement. HS Equestrian shall give such notice promptly after discovery of the condition. Nothing contained in this Paragraph shall be construed to establish a period of limitation with respect to other obligations that the Contractor might have under the Project Documents. Establishment of the time period of three (3) years as described in this Paragraph relates only to the specific obligation of the Contractor to correct the work, and has no relationship to the time within which the obligation to comply with the Project Documents may

be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the work.

The Contractor warrants to HS Equestrian that materials and equipment furnished under this Agreement will be of good quality and new unless otherwise required or permitted by the Project Documents, that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform with the requirements of the Project Documents. Work not conforming to these requirements, including, but not limited to, substitutions not properly approved and authorized, may be considered defective. If required by the HS Equestrian, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

Contractor warrants to HS Equestrian that all construction and related services provided hereunder shall be performed in a good and workmanlike manner, by workers who are appropriately trained and experienced in the work being performed, and in accordance with all requirements of the Project Documents, industry standards for projects of similar type and quality, and all applicable laws, codes, regulations and other requirements, including, but not limited to, safety requirements.

Contractor hereby assigns all supplier warranties given by each equipment or parts manufacturer to HS Equestrian and agrees to provide such written warranties to its upon completion of the Project.

13. Mitigation In the event Contractor fails to correct, replace and/or repair faulty or defective work performed and/or materials furnished under this Agreement, or shall fail to complete or diligently proceed with its work under this Agreement within the time herein provided for, HS Equestrian, upon three (3) days notice to Contractor, in accordance with this Agreement, shall have the right to correct, replace and/or re-execute such faulty or defective work, or to take over the work to be provided pursuant to this Agreement and complete the same either through its own employees or through a contractor or subcontractor of its choice, and to charge the costs thereof to Contractor including, but not limited to, compensation for an architect's services against the sums owed under this Agreement or to pursue any and all other remedies provided by law.

14. Default Contractor agrees that in case of default on and/or abandonment of the Project by the Contractor for any reason, the material and equipment of Contractor shall be left at the Project for use by HS Equestrian in completing the work covered by this Agreement. HS Equestrian shall not be obligated to pay the Contractor for anything or for quantum meruit or any other damages or monies as a result of abandonment.

15. Permits Contractor agrees to obtain, at its cost, all permits, all licenses, all plan approval, all inspections and all other governmental approvals relating to this work on the Project and to comply with all federal, state, county, and municipal laws, codes and regulations, including, but not limited to, Occupational Safety and Health Administration, to pay all fees and taxes,

including, but not limited to, sales and use taxes, and also pay all taxes imposed by any state or federal law for any employment insurance, pensions, retirement funds or any similar purpose, and to furnish all necessary reports and information to the appropriate federal, state and municipal agencies, with respect to all of the foregoing, the same as though Contractor was in fact HS Equestrian.

16. **Unacceptable Work** Contractor agrees to repair and/or replace any work HS Equestrian reasonably deems unacceptable during this Project. There will be no implied acceptance of any work by HS Equestrian.

17. **Invoices** Contractor shall provide paid Cost invoices and receipts and executed lien waivers on or before the fifteenth (15th) day of each month to HS Equestrian.

18. **Agency** HS Equestrian is not employing Contractor and there is no agency relationship between HS Equestrian and Contractor.

19. **Debt** Under no circumstances will HS Equestrian owe Contractor any money for anything with respect to the Project and/or Property.

20. **Modification** This Agreement shall not be modified except in writing signed by both HS Equestrian and Contractor.

21. **Law** This Agreement shall be construed and governed by the laws of the state of Georgia.

22. **Completion** The Project shall be deemed to have reached completion upon the issuance of the Certificate of Occupancy.

23. **Ownership** Contractor understands that HS Equestrian is the Lessee of the Property involved in the Project, and that the Property is owned by Holly Springs.

24. **Change Orders/Unforeseen** Contractor agrees that reasonable Change Orders involving safety or necessity may be requested by HS Equestrian and the Change Orders may involve additional time, effort, and Costs for Contractor, and agrees to be responsible for all such Costs.

Contractor acknowledges changes in the Project Documents might be required by governmental entities or agencies, by job conditions or by homeowners' associations or related entities, such as architectural control committees and Contractor agrees to be responsible for all such Costs.

Contractor will not make any changes to the Project unless upon a signed Change Order in the form attached as Exhibit "A" to this Agreement.

Contractor agrees to give notice as soon as practical to HS Equestrian of all delays, damage, or any mishap with respect to the Project, in accordance with this Agreement.

Contractor acknowledges Contractor may encounter unforeseen conditions, including, but not limited to, rock formations, springs, latent or subsurface conditions, or other conditions materially differing from those ordinarily encountered and generally recognized as inherent in the work of the type covered by this Agreement that substantially inhibit work or increase the Costs or time involved in performing the work. Contractor shall immediately notify HS Equestrian of any such differing site conditions and Contractor agrees to be responsible for all such Costs.

Contractor acknowledges if during construction, the safety or condition of persons or the Property are threatened by an emergency, not caused by the sole negligence of Contractor, or its agents, representatives, and/or employees, subcontractors or suppliers, Contractor, without seeking instructions from HS Equestrian, may act at Contractor's discretion to prevent threatened damage, injury or loss and Contractor agrees to be responsible for all such Costs.

Contractor acknowledges no subcontractor or supplier is authorized to act on behalf of Contractor hereunder.

25. Construction Standards And Inspections

Contractor shall construct the Project in accordance with applicable building codes, standards in any Warranty provided for herein and in substantial compliance with the Project Documents, as they may be modified in accordance with this Agreement. Such standards shall collectively be referred to in this Agreement as the "Construction Standards." The only criteria and standards that will be used in connection with inspections under this Agreement and in any walk-through list are the Construction Standards.

HS Equestrian has the right, but not the obligation, to inspect or have an inspector inspect, examine, and test the Project at reasonable times during normal business hours. While engaging in such activities, HS Equestrian shall not interfere with the progress of the work. Contractor or its representative may be present during any such activities.

26. Hazardous Substances Contractor, on behalf of itself and its agents, representatives, and/or employees, covenants and agrees that it shall not cause or permit any Hazardous Substances (as hereinafter defined) to be generated, used, treated, stored, released or disposed of in, on, at, or under the Premises. For the purposes of the Paragraph, Hazardous Substances shall mean and refer to (i) all those substances, elements, materials, compounds or wastes defined or classified as hazardous or restricted under any governmental requirement; (ii) petroleum products, including, but not limited to, without limitation, waste oils; (iii) "asbestos" as defined in 29 C.F.R. Sec. 1910.1001 et seq. (or analogous regulations promulgated under the Occupational Safety and Health Act of 1970, as amended from time to time, and the regulations promulgated thereunder); (iv) "PCBs", as defined in 40 C.F.R. Sec. 761 et seq., and "TCDD", as defined in 40 C.F.R. Sec. 775 et (or in either case analogous regulations promulgated under the

Toxic Substances Control Act, as amended from time to time); and (v) any other substance, element, material or compound defined or restricted as a hazardous, toxic, radioactive or dangerous substance, material or waste by the Environmental Protection Agency or by any other ordinance, statute, law, code, or regulation of any federal, state or local governmental entity or any agency, department or other subdivision thereof, whether now or later enacted, issued, or promulgated.

27. **Brokerage** NONE

28. **Time is of the essence** Time is of the essence of this Agreement.

29. **IRS Compliance** HS Equestrian and Contractor agree to comply with, execute and deliver such certifications, Affidavits and statements, if any, as are required in order to meet the requirements of Internal Revenue Code.

30. **Entire Agreement** This Agreement constitutes the sole and entire agreement between the parties. No representation, promise or inducement not included in this Agreement shall be binding upon any party.

31. **Modifications** This Agreement may not be modified, altered or amended except by change order as described herein, or by other written instrument executed by the parties hereto.

32. **Successors and Assigns** This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, their heirs, successors, administrators, executors, and assigns.

33. **Severability** Each provision of this Agreement is severable from every other provision of the Agreement. If any provision is determined to be unenforceable, the rest of the Agreement shall remain valid and enforceable. If any provision of the Agreement is determined to be unenforceable in a particular context or as to a particular right, the Agreement shall remain enforceable in all other contexts and as to all other rights.

34. **Notices** All notices to Tenant shall be delivered by hand to HS Equestrian, LLC, c/o Ms. Lauren Eckhardt, or sent by certified mail, return receipt requested, postage paid, or statutorily recognized overnight delivery to: 745 Charles Cox Drive, Canton, GA 30115 Attn: Ms. Lauren Eckhardt. All notices to Contractor shall be delivered by hand to _____, or sent by certified mail, return receipt requested, postage paid, or statutorily recognized overnight delivery to: _____ Attn: _____.

Notice given as hereinabove provided shall be effective upon receipt, if delivered by hand, or upon deposit of the same with the United States Mail or overnight delivery, unless lost or misdirected mail is proven. The time period within which any response period shall begin to run shall not commence until any such notice is actually received by HS Equestrian or Contractor, as the case may be.

In the event of any litigation between the parties arising out of this Agreement or the work performed by Contractor pursuant to this Agreement, the prevailing party will be entitled to recover all costs incurred, including, but not limited to, without limitation reasonable attorneys' fees and costs, whether the fees and costs are incurred at trial, on appeal or in any bankruptcy proceedings.

HS EQUESTRIAN:

By: _____

As its: _____

Date of Execution by HS EQUESTRIAN: _____

CONTRACTOR:

By: _____

As its: _____

Date of Execution by Contractor: _____

EXHIBIT "A"
CONSTRUCTION CHANGE ORDER

Project Name: _____

Location of Work: _____

Project Manager: _____ Client: _____

Requesting Party: _____ Date of Request: _____

Change Request Overview

Description of Changes Needed	
Reason for Change	
Support & Justification Documents (if necessary)	<i>List all attached documents which support the requested change, and justify any increased cost and time.</i>
Specifications	
Additional Information	

Change in Contract Times

Original Times: _____

Net Changes of Previous Change Orders in Days: _____

Total Contract Time with Approved Changes: _____

Approved by: _____

Name and Title: _____ Date: _____

EXHIBIT "B"
VERIFICATION OF SUB-SUBCONTRACTORS AND SUPPLIERS

Please list all of your subcontractors and/or suppliers you anticipate using for the Project on this form and return to HS Equestrian at least ten (10) days prior to commencing your work. This form must be updated within twenty-four (24) hours of a new supplier's or subcontractor's entering the Project.

If you will not be using any subcontractors or suppliers, please state that on this form, sign the bottom and return it to HS Equestrian.

I, the undersigned, hereby certify and swear that the following list of subcontractors and or suppliers, is complete, including any and all suppliers of labor and material to and for the Project.

_____	_____	_____
Firm	Amount	Contact Person/Phone
_____	_____	_____
Firm	Amount	Contact Person/Phone
_____	_____	_____
Firm	Amount	Contact Person/Phone
_____	_____	_____
Firm	Amount	Contact Person/Phone

_____	By _____
Firm	(Print Name)
	As its _____
	(Print Title)

EXHIBIT "C"
CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

Project/Owner

Contractor

Project: _____

Name: _____

Address: _____

Address: _____

Owner: _____

Contractor License: _____

Contract Date: _____

TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Contractor hereby waives, discharges, and releases any and all liens, claims, and rights to liens against the above-mentioned Project, and any and all other property owned by or the title to which is in the name of the above-referenced Owner city of Holly Springs ("Holly Springs"), which the undersigned Contractor may have or may hereafter acquire or possess as a result of the furnishing of labor, materials, equipment, and/or paying Costs as defined in the Agreement between Holly Springs and Contractor, and the performance of Work by the Contractor on or in connection with said project, whether under and pursuant to the above-mentioned Agreement between the Contractor and HS Equestrian pertaining to said Project or otherwise, and which said liens, claims or rights of lien may arise and exist.

The undersigned further hereby acknowledges that Project as defined in the Agreement between HS Equestrian and Contractor dated _____ has been satisfied in full by HS Equestrian and constitutes a full satisfaction of any and all liens, claims, and demands which the Contractor may have or assert against the HS Equestrian in connection with said Agreement or Project.

Dates this ____ day of _____ 20____

Witness to Signature

Contractor

By: _____

As its: _____

COMMERCIAL CONSTRUCTION AGREEMENT FOR STRINGER ROAD PARK

This Commercial Construction Agreement for Stringer Road Park ("Agreement") is made on _____, 20____, by and between HS Equestrian, LLC, a Georgia Limited Liability Company ("HS Equestrian") and _____ ("Contractor") as follows:

1. **Project Documents** Contractor wishes to enter into the following Agreement with HS Equestrian to furnish all labor, materials, and equipment to complete the project located at Stringer Road Park ("Park") ("Project"), pursuant to plans and specifications dated _____, 20____, (together with all "change orders" or written modifications as provided in this Agreement: "Project Documents").

HS Equestrian has made available to Contractor all of the Project Documents. The Project Documents have been carefully examined by Contractor, its agents, representatives, and/or employees, and Contractor agrees that the Project Documents are complete and accurate as to all work to be performed by the Contractor.

Contractor understands that HS Equestrian has entered into a lease dated ____ ("Lease") with the city of Holly Springs ("Holly Springs") and Holly Springs is an express intended third-party beneficiary of this Agreement.

2. **Terms** Contractor agrees to complete the Project, and HS Equestrian shall pay to Contractor the guaranteed maximum contract price ("GMCP"), which will include all labor, materials, equipment, and costs. Such costs plus the amounts for overhead and profit (collectively "GMCP") shall be made in accordance with the below, unless otherwise provided herein.

Contractor shall submit written draw requests for interim or progress payments as well as final payments as follows:

First Disbursement

Total of 20%

1. Lot Cleared & Filled
2. Pilings, Beams, Rebar
3. Sub-Plumbing
4. Slab Poured

Second Disbursement

Total of 20%

1. Framing (Walls)
2. Framing (Roof)
3. Cornice & Roof Deck
4. Windows

Third Disbursement

Total of 20%

1. Exterior Doors
2. Exterior Paint Prime
3. Plumbing (Rough-in)
4. Electric (Rough-in)
5. A/C (Rough-in)
6. Roof Complete
7. Insulation & Fireplace

Fourth Disbursement

Total of 15%

1. Brick & Siding
2. Sheetrock Hung, Taped, & Textured
3. Walks & Drives
4. Cabinets & Vanities
5. Counter Tops & Alcoves
6. Ring/Fencing Completed

Fifth Disbursement

Total of 20%

1. Trim Carpentry
2. Painting (Interior & Exterior)
3. Plumbing (Trim & Fixtures)
4. Electric (Trim & Fixtures)
5. Mirrors, Hardware, and Interior Doors
6. Floor Coverings
7. Appliances
8. A/C (Compress & Trim)
9. Site Grade & Trash

Sixth Disbursement

Total of 5%

1. Occupancy Permit and Final Inspection

Before paying any draw in accordance with this schedule, HS Equestrian will inspect the work completed and accept it in writing on the draw document (attached as Exhibit "A" hereto) or request the Contractor to comply with any reasonable request to repair and/or replace any unacceptable work as set forth in Paragraph 16 of this Agreement. Once HS Equestrian has

accepted the work on the draw document (attached as Exhibit “A” hereto), then payment will be made.

Costs The term “Cost” or “Costs” shall mean costs or expenses actually and reasonably incurred by Contractor or for which Contractor actually and reasonably becomes obligated to pay in connection with the construction, design, and/or completion of the Project, including but not limited to the following:

- a. Costs of all materials and supplies incorporated into the Project, including, but not limited to, transportation and storage expenses;
- b. All labor for performance of work on or relating to the Project;
- c. Payments to all subcontractors for work performed or charged on the Project;
- d. Costs of all employee benefits and taxes for such items as unemployment compensation, insurance, social security and other benefits for the labor and employees;
- e. All Costs, including, but not limited to, transportation and maintenance of equipment and hand tools not owned by workmen employed by Contractor, which are employed or consumed in the construction of the Project;
- f. Payments for all rental charges for machinery, equipment, facilities, and/or tools used in connection with construction of the Project and payments for installations, repairs, replacements, dismantling, removal, lubrication, transportation and delivery of such rental items;
- g. All other transportation costs incurred in connection with the construction of the Project;
- h. All premiums for insurance that is required by this Agreement to be obtained or maintained by Contractor;
- i. All federal, state, local, sales, use, gross receipts or any other taxes related to the Project, imposed by any governmental authority, through completion;
- j. All permit fees, licenses, engineering, architectural, design and/or consulting services that Contractor is required to obtain or reasonably obtains in order to complete the Project;
- k. All Costs of corrective work on the Project;
- l. All office overhead costs, including, but not limited to, without limitation, copying, printing, secretarial, courier, overnight delivery, long- distance telephone calls, telephone service at

the site, electricity, water, gas and postage relating to work on the Project or any office used by the Contractor in connection with such project;

- m. All lot preparation and removal of debris costs;
- n. All Costs associated with any Change Order or Costs of Data processing services;
- o. All legal Costs reasonably incurred in connection with the prosecution of the work required by this Agreement; and
- p. All Costs or expenses incurred in connection with selections permitted under this Agreement.

3. **Commencement** Contractor shall begin work within three (3) calendar days after being notified, in writing, by HS Equestrian that the Project is ready to commence. Contractor further agrees to complete the work of this Agreement within _____ days after starting work. Contractor agrees to proceed with the work in an orderly and reasonable sequence and to abide by HS Equestrian's decision as to the allotment of all storage and working space of the Project.

4. **Extension** Contractor agrees that no extension of time for performance of this Agreement shall be recognized or permitted without HS Equestrian's prior written consent.

5. **Indemnity** Contractor agrees to protect, hold harmless, indemnify, and defend HS Equestrian and Holly Springs, their agents, representatives, and/or employees from any and all actions, demands, and/or claims that Contractor, or any of its heirs, past, present, and future successors, assigns, affiliated companies, trustees, servants, attorneys, affiliates, indemnities, employees, directors, officers, managers, principals, servants, stockholders, firms, corporations, agents and agencies, members, partners, staff, independent contractors, subcontractors, businesses, tenants, executors, administrators, personal administrators, associations, partnerships, shareholders, predecessors, representatives, subsidiaries, additional insureds and any other persons, or entities acting on its behalf may assert at a later date arising out of the matters in connection with this Agreement.

6. **Insurance** Contractor agrees to obtain, and maintain through completion, worker's compensation insurance as is required by law. Contractor further agrees to obtain the following insurance policies naming Contractor, HS Equestrian, and Holly Springs for the Project with limits in amounts at least equal to those specified below incepting before the Project is started:

Commercial General Liability Coverage	\$1,000,000.00 each occurrence
Damage to Premises Rented to You	\$100,000.00 Any one premises
Medical Expense Limit	\$5,000.00 Any one person
Personal & Advertising Injury Limit	\$1,000,000.00 Any one person or organization
General Aggregate Limit	\$2,000,000.00

Products/Completed Operations	\$2,000,000.00
Aggregate Limit	
Builder's Risk	\$_____ covering the Project to completion

Contractor agrees to furnish HS Equestrian with complete policies prior to starting the Project, and proof of all premium payments.

Contractor agrees to assume the entire responsibility and liability for all damages or injury to any and all individuals, whether employees or otherwise and to all property, including, but not limited to, HS Equestrian's property arising out of, resulting from, or in a manner connected with the performance of the work provided for in this Agreement or occurring or resulting from the use by Contractor, its agents, representatives, and/or employees or subcontractors of materials, equipment, instrumentality's or other property, whether the same is owned by HS Equestrian, Holly Springs, Contractor or third parties.

7. Damage Contractor agrees to accept responsibility for all damage caused by Contractor to clean and repair all surfaces soiled or damaged by Contractor, and to protect the work performed by Contractor. If any dispute arises between Contractor and another contractor and/or subcontractor as to which is responsible for any time of damage, the dispute shall be submitted to HS Equestrian for decision and HS Equestrian's determination as to responsibility shall be final and binding.

8. Safety Contractor is solely responsible for initiating, maintaining and supervising all safety precautions and measures in connection with the performance of this Agreement and agrees to take all safety precautions with respect to its work and shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority for the safety of persons or property at the Project.

9. Assignment This Agreement is not assignable without the written consent of HS Equestrian.

10. Removal of Workers Contractor agrees to remove and/or replace any person on the Project if HS Equestrian reasonably objects to his/her continued employment on the Project.

11. Value Contractor and HS Equestrian agree the value of the Project to be _____ ("Project Value"). Contractor agrees to obtain and furnish to HS Equestrian and to maintain in effect through completion of the Project a performance and/or payment bond from a surety or sureties in the form and with sureties acceptable to HS Equestrian in an amount equal to the Project Value, conditioned upon and covering the faithful performance of and compliance with all of the terms, provisions and conditions of this Agreement, the premium therefor to be paid by Contractor.

12. Warranty Contractor guarantees and warranties its work against any and all defects in material or workmanship for a period of three (3) years from the date of the Certificate of

Occupancy issued by the building authority for the Project. If, within the three (3) years after the date of completion of the Project, any of the work is found to be not in accordance with the requirements of the Project Documents, the Contractor shall correct it promptly after receipt of written notice from HS Equestrian to do so. This obligation shall survive acceptance of the work under this Agreement and termination of the Agreement. HS Equestrian shall give such notice promptly after discovery of the condition. Nothing contained in this Paragraph shall be construed to establish a period of limitation with respect to other obligations that the Contractor might have under the Project Documents. Establishment of the time period of three (3) years as described in this Paragraph relates only to the specific obligation of the Contractor to correct the work, and has no relationship to the time within which the obligation to comply with the Project Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the work.

The Contractor warrants to HS Equestrian that materials and equipment furnished under this Agreement will be of good quality and new unless otherwise required or permitted by the Project Documents, that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform with the requirements of the Project Documents. Work not conforming to these requirements, including, but not limited to, substitutions not properly approved and authorized, may be considered defective. If required by the HS Equestrian, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

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shall agree to a reasonable Cost for each Change Order and revise the GMCP and draw schedule accordingly.

Contractor acknowledges changes in the Project Documents might be required by governmental entities or agencies, by job conditions or by homeowners' associations or related entities, such as architectural control committees. Contractor will not make any changes to the Project unless upon a signed Change Order in the form attached as Exhibit "B" to this Agreement.

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in, on, at, or under the Premises. For the purposes of the Paragraph, Hazardous Substances shall mean and refer to (i) all those substances, elements, materials, compounds or wastes defined or classified as hazardous or restricted under any governmental requirement; (ii) petroleum products, including, but not limited to, without limitation, waste oils; (iii) "asbestos" as defined in 29 C.F.R. Sec. 1910.1001 et seq. (or analogous regulations promulgated under the Occupational Safety and Health Act of 1970, as amended from time to time, and the regulations promulgated thereunder); (iv) "PCBs", as defined in 40 C.F.R. Sec. 761 et seq., and "TCDD", as defined in 40 C.F.R. Sec. 775 et seq. (or in either case analogous regulations promulgated under the Toxic Substances Control Act, as amended from time to time); and (v) any other substance, element, material or compound defined or restricted as a hazardous, toxic, radioactive or dangerous substance, material or waste by the Environmental Protection Agency or by any other ordinance, statute, law, code, or regulation of any federal, state or local governmental entity or any agency, department or other subdivision thereof, whether now or later enacted, issued, or promulgated.

27. Brokerage NONE

28. Time is of the essence Time is of the essence of this Agreement.

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32. Successors and Assigns This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, their heirs, successors, administrators, executors, and assigns.

33. Severability Each provision of this Agreement is severable from every other provision of the Agreement. If any provision is determined to be unenforceable, the rest of the Agreement shall remain valid and enforceable. If any provision of the Agreement is determined to be unenforceable in a particular context or as to a particular right, the Agreement shall remain enforceable in all other contexts and as to all other rights.

34. Notices All notices to Tenant shall be delivered by hand to HS Equestrian, LLC, c/o Ms. Lauren Eckhardt, or sent by certified mail, return receipt requested, postage paid, or statutorily recognized overnight delivery to: 745 Charles Cox Drive, Canton, GA 30115 Attn: Ms. Lauren Eckhardt. All notices to Contractor shall be delivered by hand to _____, or sent by certified mail, return receipt requested, postage paid, or statutorily recognized overnight delivery to: _____ Attn: _____.

Notice given as hereinabove provided shall be effective upon receipt, if delivered by hand, or upon deposit of the same with the United States Mail or overnight delivery, unless lost or misdirected mail is proven. The time period within which any response period shall begin to run shall not commence until any such notice is actually received by HS Equestrian or Contractor, as the case may be.

In the event of any litigation between the parties arising out of this Agreement or the work performed by Contractor pursuant to this Agreement, the prevailing party will be entitled to recover all costs incurred, including, but not limited to, without limitation reasonable attorneys' fees and costs, whether the fees and costs are incurred at trial, on appeal or in any bankruptcy proceedings.

HS EQUESTRIAN:

By: _____

As its: _____

Date of Execution by HS EQUESTRIAN: _____

CONTRACTOR:

By: _____

As its: _____

Date of Execution by Contractor: _____

EXHIBIT "A"
DRAW SCHEDULE

Project Name: _____

Location of Work: _____

First Disbursement

Total of 20%

1. Lot Cleared & Filled
2. Pilings, Beams, Rebar
3. Sub-Plumbing
4. Slab Poured

Work accepted by HS Equestrian

As its: _____

Date of acceptance

Second Disbursement

Total of 20%

1. Framing (Walls)
2. Framing (Roof)
3. Cornice & Roof Deck
4. Windows

Work accepted by HS Equestrian

As its: _____

Date of acceptance

Third Disbursement

Total of 20%

1. Exterior Doors
2. Exterior Paint Prime

3. Plumbing (Rough-in)
4. Electric (Rough-in)
5. A/C (Rough-in)
6. Roof Complete
7. Insulation & Fireplace

Work accepted by HS Equestrian

As its: _____

Date of acceptance

Fourth Disbursement

Total of 15%

1. Brick & Siding
2. Sheetrock Hung, Taped, & Textured
3. Walks & Drives
4. Cabinets & Vanities
5. Counter Tops & Alcoves
6. Ring/Fencing Completed

Work accepted by HS Equestrian

As its: _____

Date of acceptance

Fifth Disbursement

Total of 20%

1. Trim Carpentry
2. Painting (Interior & Exterior)
3. Plumbing (Trim & Fixtures)
4. Electric (Trim & Fixtures)
5. Mirrors, Hardware, and Interior Doors
6. Floor Coverings
7. Appliances
8. A/C (Compress & Trim)

9. Site Grade & Trash

Work accepted by HS Equestrian

As its: _____

Date of acceptance

Sixth Disbursement

Total of 5%

1. Occupancy Permit and Final Inspection

Work accepted by HS Equestrian

As its: _____

Date of acceptance

EXHIBIT "B"
CONSTRUCTION CHANGE ORDER

Project Name: _____

Location of Work: _____

Project Manager: _____ Client: _____

Requesting Party: _____ Date of Request: _____

Change Request Overview

Description of Changes Needed	
Reason for Change	
Support & Justification Documents (if necessary)	<i>List all attached documents which support the requested change, and justify any increased cost and time.</i>
Specifications	
Additional Information	

Change in Contract Times

Original Times: _____

Net Changes of Previous Change Orders in Days: _____

Total Contract Time with Approved Changes: _____

Approved by: _____

Name and Title: _____ Date: _____

DATE

[Business name]

[Address]

Re: *HS Equestrian at Stringer Road Park*

Dear _____:

My name is Lauren Eckardt and I am a professional horse trainer and instructor.
[credentials here.]

My new venture, HS Equestrian, LLC, has a wonderful opportunity to help make the city of Holly Springs the “Aiken” of North Georgia! HS Equestrian is working with Holly Springs to convert the Stringer Road Park into a world class equestrian facility to benefit the North Georgia equestrian community and the residents of Holly Springs through tax, participation fees, and a revenue stream from the Park. We enclose draft plans for the Park so you can see what we are building: a world class indoor arena, eventing course, stables, trails, and an event pavilion. We intend to sponsor multiple horse shows, eventing, and public events that we anticipate will draw thousands of people a year through the facility.

We are soliciting bids for construction, and that is why we are contacting you. We appreciate your ties to the equestrian community [or we appreciate your ties to Cherokee County], and we are writing to you to ask you to support the Project, and to ask whether you would be willing to contribute to help us accomplish our goal. Your donation will be deposited into an escrow account to pay any costs associated with the Project and be controlled by HS Equestrian for that purpose.

In exchange for your donation, HS Equestrian will prominently display your company’s name and/or logo the entire time HS Equestrian operates the Park under its thirty (30) year lease with Holly Springs, providing your company a wonderful advertising platform.

If you would like to speak further about the Park, feel free to reach out to me at _____ or lauren@bigtimeeventing.com. I welcome the opportunity to answer any questions you have and give you more information.

Thank you in advance for your contribution. You have no idea how much it means to me and Holly Springs to have your support and put us on the equestrian map.

Very truly yours,

LEASE AGREEMENT

This Lease Agreement entered into this ____ day of _____, 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 ____ day of _____, 2020.

LANDLORD

TENANT

By: Karen Barnett, Chairperson

By: Benjamin Cagle

By: Vicki F. Cagle

Holly Springs Parks and Recreation Authority
Special Called Meeting Minutes
July 27, 2018

Members Present: Chairman Karen Barnett, Dee Phillips (via videoconference), Jeremy Smith, Vice Chairman Kyle Whitaker, and Michael Roy Zenchuk II.

Elected Officials Present: Mayor Steven W. Miller

Staff Members Present: City Attorney Robert M. Dyer, City Manager Robert H. Logan, City Clerk Karen Norred, Chief Michael Carswell, Community Development Director Nancy Moon, and Finance Director Denise Lamazares.

Karen Barnett called the meeting to order.

Kirsten Johnson, What's Up Dog, made a presentation to the Authority.

Lauren Eckardt, Bigtime Eventing, along with Carol Tresand, made their presentations to the Authority.

Michael Zenchuk made a motion to approve the August 20, 2018 Parks and Recreation Authority minutes. Kyle Whitaker seconded the motion. Motion carried 5-0.

Michael Zenchuk moved to adjourn the Parks and Recreation Authority meeting and enter into Executive Session for the purpose of Litigation. Vice Chairman Whitaker seconded the motion. Motion carried 5-0.

Meeting adjourned

Respectfully Submitted.

Karen Barnett, Chairman

Attest:

Karen Norred, City Clerk
(Seal)