



City of Holly Springs

Date: Monday, February 28, 2022

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 modification to the lease agreement between Benjamin and Vicki F. Cagle and the Holly Springs Parks and Recreation Authority

Presented By: Mayor Steven W. Miller

- B. Discuss and approve/deny a lease agreement between Friends of Holly Springs, Inc., a Domestic Nonprofit Corporation, and the Holly Springs Parks and Recreation Authority and authorize the Chairman to execute the agreement upon final review by the City Attorney

Presented By: Mayor Steven W. Miller

- C. Discuss and approve/deny a special event permit application from the Cherokee County Chamber of Commerce and Cherokee County Farm Bureau for three candidate forums on March 31, 2022, April 14, 2022, and April 28, 2022

Presented By: Robert H. Logan, City Manager

- D. Discuss and approve/deny a special event permit application from the Cherokee County Farm Bureau for an agricultural expo on April 22, 2022

Presented By: Robert H. Logan, City Manager

- E. Discuss and approve/deny erecting a sign at Timothy B. Downing Park

Presented By: Robert H. Logan, City Manager

- F. Approve/deny the August 16, 2021 Parks and Recreation Authority meeting minutes

III. ADJOURNMENT

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: 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 406,748.

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(HARN)-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 F.I.R.M. CHEROKEE COUNTY, GEORGIA AND INCORPORATED AREAS. COMMUNITY PANEL NUMBERS 13057C0262D AND 13057C0266D BOTH DATED SEPTEMBER 29, 2006. THIS SITE LIES WITHIN ZONE X.

ALL IRON PINS SET ARE 1/2" REBARS CAPPED WITH "GUNNIN LSF 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. UNAUTHORIZED THIRD PARTIES SHALL INDEMNIFY AND 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	WM	WATER METER
POC	POINT OF COMMENCEMENT	ICV	IRRIGATION CONTROL VALVE
IFS	1/2" REBAR SET	ICB	IRRIGATION CONTROL BOX
IPF	1/2" REBAR FOUND	WM	WATER MANHOLE
PKF	PK NAIL FOUND	GM	GAS METER
RB	REBAR FOUND	EM	ELECTRIC METER
CTP	CRIMP TOP PIPE FOUND	PM	POWER METER
OTF	OPEN TOP PIPE FOUND	EB	ELECTRIC BOX
AI	ANGLE IRON FOUND	TX	TRANSFORMER BOX
CMF	CONCRETE MONUMENT FOUND	PP	POWER POLE
RWM	RIGHT-OF-WAY MONUMENT FOUND	PP	POWER POLE
R/W	RIGHT-OF-WAY	GW	GUY WIRE
DI	DROP INLET	LP	LIGHT POLE
CI	CATCH INLET	LP	LIGHT POLE
YI	YARD INLET	LP	LIGHT POLE
OCS	OUTLET CONTROL STRUCTURE	LP	LIGHT POLE
JB	JUNCTION BOX	LP	LIGHT POLE
SWCB	SINGLE WING CATCH BASIN	LP	LIGHT POLE
DWCB	DOUBLE WING CATCH BASIN	LP	LIGHT POLE
HW	HEADWALL	LP	LIGHT POLE
FES	FLARED END SECTION	LP	LIGHT POLE
CPP	CORRUGATED PLASTIC PIPE	LP	LIGHT POLE
CMP	CORRUGATED METAL PIPE	LP	LIGHT POLE
RCP	REINFORCED CONCRETE PIPE	LP	LIGHT POLE
PVC	POLYVINYL CHLORIDE PIPE	LP	LIGHT POLE
SS	SANITARY SEWER	LP	LIGHT POLE
F.M.E.	FORCE MAIN EASEMENT	LP	LIGHT POLE
S.S.E.	SANITARY SEWER EASEMENT	LP	LIGHT POLE
D.E.	DRAINAGE EASEMENT	LP	LIGHT POLE
W.E.	WATER EASEMENT	LP	LIGHT POLE
C.L.	CENTER LINE	LP	LIGHT POLE
DIP	DUCTILE IRON PIPE	LP	LIGHT POLE
B.L.	BUILDING LINE	LP	LIGHT POLE
C&G	CURB & GUTTER	LP	LIGHT POLE
CONC.	CONCRETE	LP	LIGHT POLE
FFE	FINISHED FLOOR ELEVATION	LP	LIGHT POLE
UTL.	UTILITY	LP	LIGHT POLE
ALUM.	ALUMINUM	LP	LIGHT POLE
PH	FIRE HYDRANT	LP	LIGHT POLE
WV	WATER VALVE	LP	LIGHT POLE

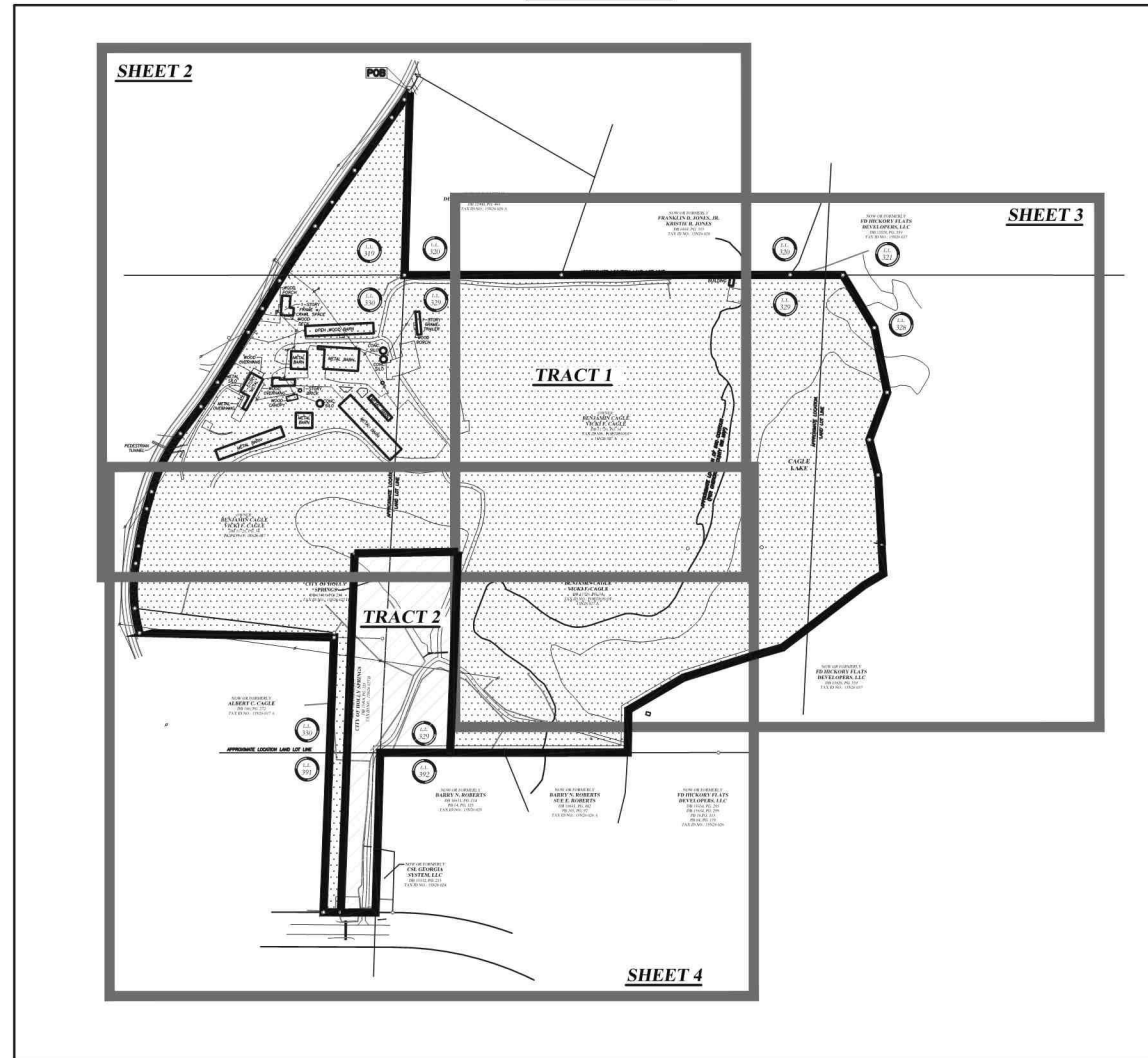
COMPOSITE PLAT FOR: CITY OF HOLLY SPRINGS LOCATED IN LAND LOTS 319, 328, 329, 330 & 391 15th DISTRICT, 2nd SECTION CITY OF HOLLY SPRINGS CHEROKEE COUNTY, GEORGIA JULY 28, 2016

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



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.C.G.A. 15-6-67.

REVISION

DATE

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

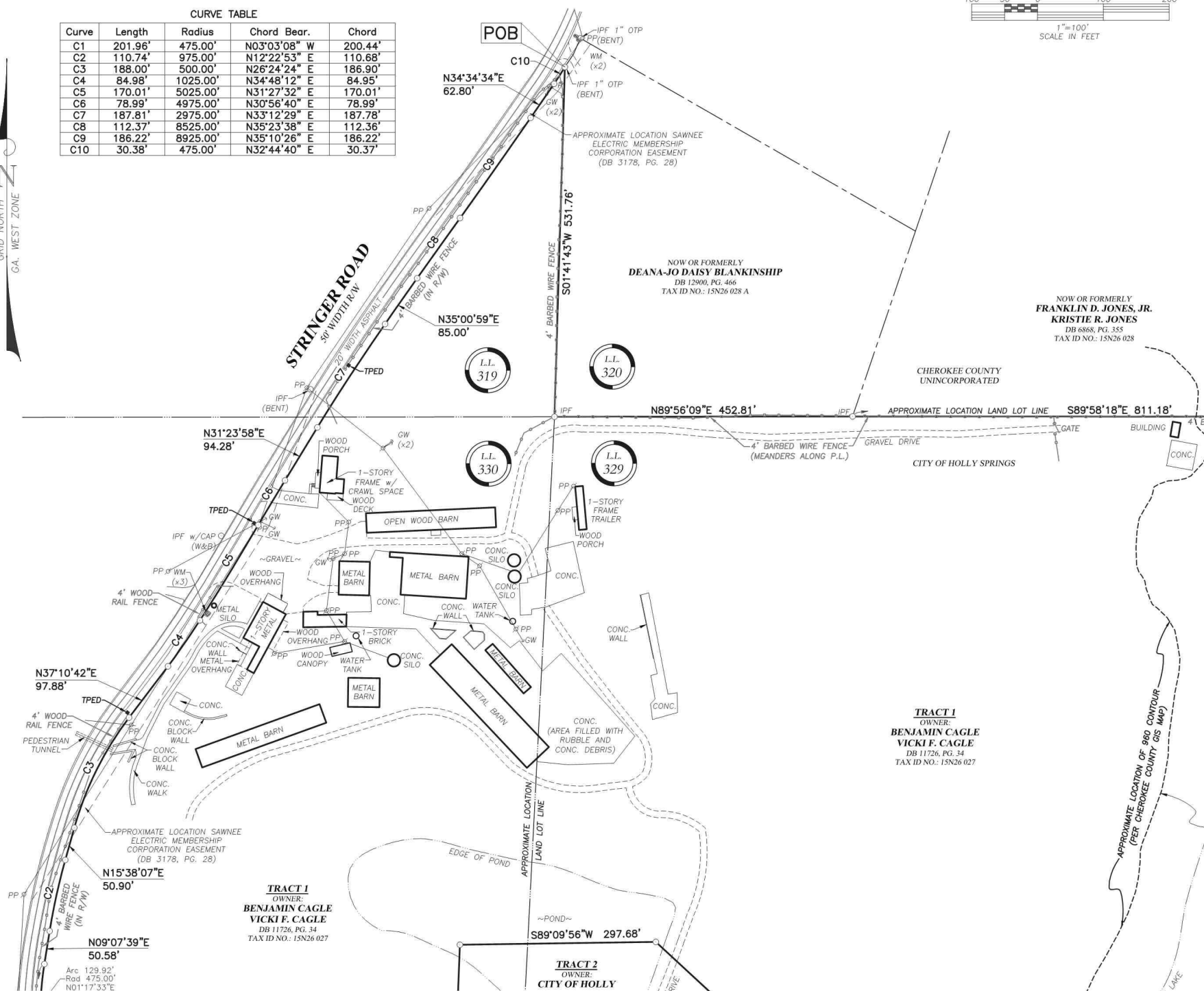
Gunnin
LAND SURVEYING, LLC

105 MOUNTAIN BROOK DRIVE, SUITE 104
CANTON, GA 30115
Tel: 678.880.7502
Fax: 678.609.4731
www.gunninlandsurveying.com
Land Surveyor Firm License No. LSF001033



SHEET 1 OF 4
PROJECT NO. 14054

Curve	Length	Radius	Chord Bear.	Chord
C1	201.96'	475.00'	N03°03'08" W	200.44'
C2	110.74'	975.00'	N12°22'53" E	110.68'
C3	188.00'	500.00'	N26°24'24" E	186.90'
C4	84.98'	1025.00'	N34°48'12" E	84.95'
C5	170.01'	5025.00'	N31°27'32" E	170.01'
C6	78.99'	495.00'	N30°56'40" E	78.99'
C7	187.81'	2975.00'	N33°12'29" E	187.78'
C8	112.37'	8525.00'	N35°23'38" E	112.36'
C9	186.22'	8925.00'	N35°10'26" E	186.22'
C10	30.38'	475.00'	N32°44'40" E	30.37'



REVISION

11/23/21	REV. #1 - SEE REVISION NOTE, SHEET 1
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COMPOSITE PLAT FOR:
CITY OF HOLLY SPRINGS

329, 330 & 391
DISTRICT 2nd SECTION

15th DISTRICT, 2nd SECTION
CITY OF HOLLY SPRINGS

FREE COUNTY, G
JULY 28, 2016

Gunnin
LAND SURVEYING, LLC

CANTON, GA 30115
Tel: 678.880.7502
www.gunninlandsurveying.com

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<i>SHEET</i>	<i>OF</i>
--------------	-----------

2

4

PROJECT NO. 14054

NOW OR FORMERLY
A-JO DAISY BLANKSHIP
DB 12900, PG. 466
TAX ID NO.: 15N26 028 A

NOW OR FORMERLY
FRANKLIN D. JONES, JR.
KRISTIE R. JONES
DB 6868, PG. 355
TAX ID NO.: 15N26 028

NOW OR FORMERLY
FD HICKORY FLATS
DEVELOPERS, LLC
DB 13528, PG. 339
TAX ID NO.: 15N26 037

CHEROKEE COUNTY
UNINCORPORATED

$N89^{\circ}56'09''E$ 452.81'
APPROXIMATE LOCATION LAND LOT LINE
 $S89^{\circ}58'18''E$ 811.18'

4" BARBED WIRE FENCE
(MEANDERS ALONG P.L.)

GRAVEL DRIVE

CITY OF HOLLY SPRINGS

BUILDING

CONC.

IPF (BENT,
0.4' N)

L.L.
329

L.L.
321

L.L.
328

TRACT 1
OWNER:
BENJAMIN CAGLE
VICKI F. CAGLE
DB 11726, PG. 34
TAX ID NO.: 15N26 027

APPROXIMATE LOCATION OF 960 CONTOUR
(PER CHEROKEE COUNTY GIS MAP)

CAGLE LAKE

FLOODWATER RETARDING
STRUCTURE EASEMENT
(DB 74 PG. 435)
AGREEMENT
(DB 77, PG. 673)

PROPERTY LINE THROUGH
EXISTING LAKE APPROXIMATES
THE WEST BANK OF THE
ORIGINAL SITE PAPER DEED
BOOK 67, PAGE 672

GRAVEL DRIVE

NEW DIVISION LINE
(REV. #1)

CMP

PP

CITY OF HOLLY SPRINGS

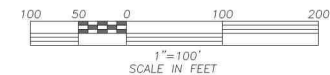
20' ACCESS EASEMENT
(PER REFERENCE NO. 3)

$S72^{\circ}29'39''W$ 202.92'
 $S74^{\circ}16'34''W$ 96.07'

NOW OR FORMERLY
FD HICKORY FLATS
DEVELOPERS, LLC
DB 13528, PG. 339
TAX ID NO.: 15N26 037

5' W
OCS

GRID NORTH
GA. WEST ZONE



REVISION

DATE

REV. #1 - 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

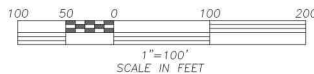
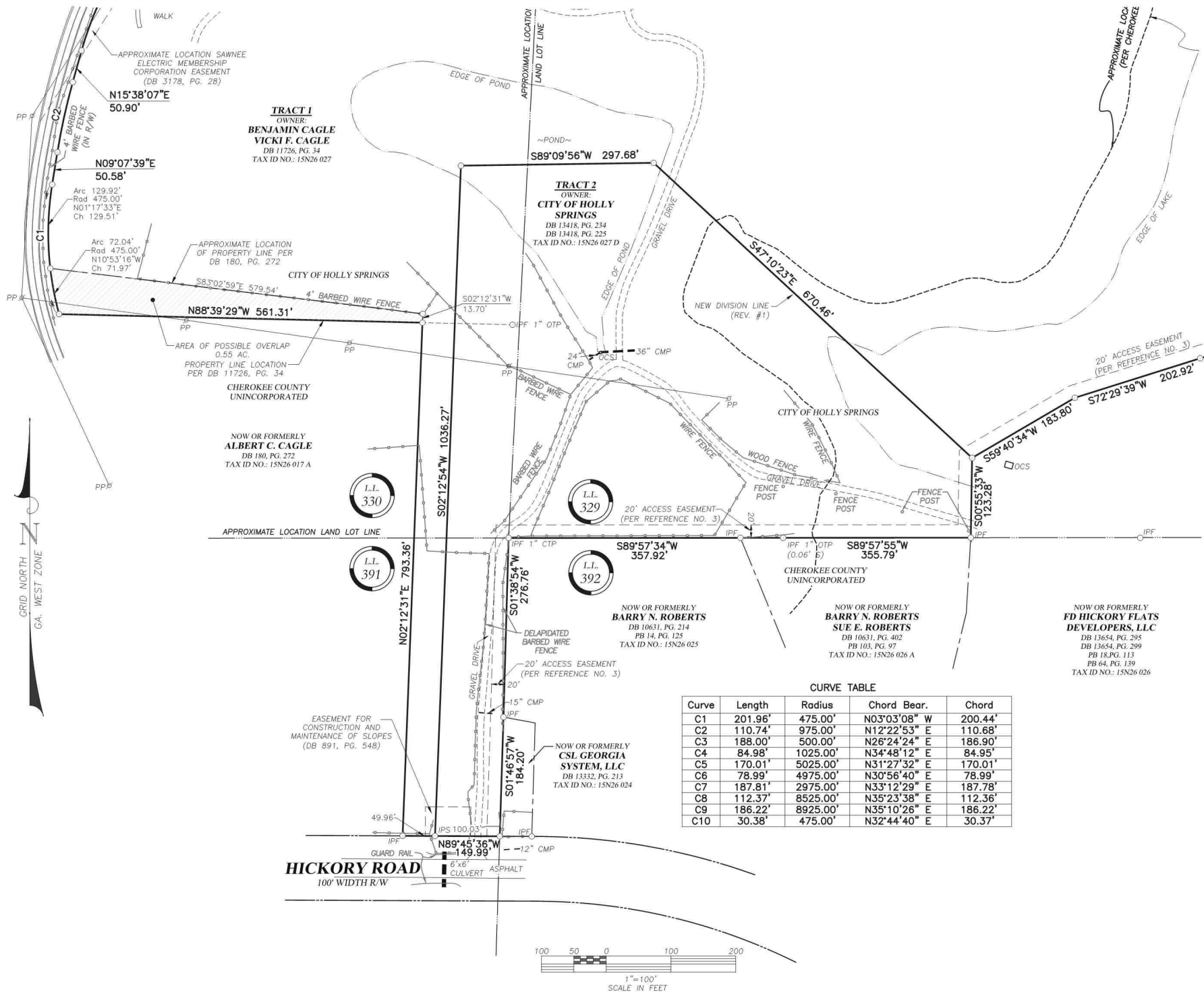
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SHEET OF

3 4

PROJECT NO. 14054



CURVE TABLE				
Curve	Length	Radius	Chord Bear.	Chord
C1	201.96'	475.00'	N03°03'08\"	200.44'
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DATE	REVISION
11/23/21	REV. #1 - 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

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Land Surveyor Firm License No. LSF001033
Fax: 678.609.4731



SHEET	OF
4	4
PROJECT NO. 14054	

LEASE AGREEMENT

This Lease Agreement entered into this ____ day of _____, 2022 by and between HOLLY SPRINGS PARKS AND RECREATION AUTHORITY ("Landlord") and FRIENDS OF HOLLY SPRINGS, INC. ("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 329, 330, and 391 of the 15th District, 2nd Section, Cherokee County, Georgia, consisting of 9.091 acres and being shown as Tract 2 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.

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 fifty (50) years beginning on J _____ and ending on _____, 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; TENANT BOARD OF DIRECTORS

There shall be no rent paid. Tenant agrees that Landlord shall name a person to represent Landlord on the Tenant's Board of Directors.

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 as a location for scouting activities by local troops affiliated with the Boy Scouts of America. Tenant's use of the property is restricted to those purposes specified in this section unless Tenant obtains Landlord's prior written consent to another 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. 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 use of the Premises; 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 there is no activity on the Premises for a period of six months and Tenant has not resumed activity within thirty (30) days after written notice from Landlord, Tenant will be deemed to have abandoned its use of the Premises and will be in default of this lease. In that event, 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

(b) 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.

(c) 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:

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 of 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 _____, 2022.

LANDLORD

TENANT

By: Chairperson

By: Its President

Proposed change 1

Section 1(c) (holding over) should be renamed to section 1(b).

Proposed change 2

Add section 1(c):

(c) Early Termination. Tenant shall have the right to terminate this lease upon 6 months written notice.

Proposed Change 3

Change section 3(b) to read as follows:

(b) Tenant's Warranty Regarding Use. Tenant represents and warrants to Landlord that Tenant intends to use the Premises for charitable, religious, educational, and scientific purposes under Section 501(C)(3) of the Internal Revenue Code, or corresponding section of any future tax code (hereinafter known as "Tenant's 501(c)(3) Charter"), including but not limited to use of Premises for scouting activities by local troops and packs ~~affiliated with Boy Scouts of America and~~ approved by Tenant. Tenant's use of the property is restricted to those purposes specified in this section unless Tenant obtains Landlords prior written consent to another use which consent shall not be unreasonably withheld.

Proposed Change 4

Add Section 3(b)(i):

(i) Tenant shall have the right to make such alterations, additions, and improvements to the property as deemed in the best interests of the fulfillment of Tenant's 501(c)(3) Charter including but not limited to pavilions, trails, docks, and the like to facilitate use of the Premises.

Proposed Change 5

Section 3(b) (Compliance With Laws) should be renamed to section 3(c)

Proposed Change 6

Need to address taxes - who is paying the property tax associated with the Premises? Perhaps clarify that Landlord will be responsible for the taxes in a new section 5(c).

Proposed Change 7

Revise Section 6(a) as follows:

(a) Consent of Landlord. Except as set forth in Section 3(b)(i) above, Tenant may not make any alterations or add any improvements to the Premises without Landlord's prior written consent which shall not be unreasonably withheld if alterations and/or improvements fulfill the purposes of the Tenant's 501(c)(3) Charter.

Proposed Change 8

Remove the last 4 words of section 9(a) (and approved by Landlord).

Proposed Change 9

Section 9(c) (Remedy for Failure to Provide Insurance) should be renamed to section 9(b) and Section 9(d) (Tenant's General Indemnity) should be renamed to section 9(c).

Proposed Change 10

Change the interest rate in newly numbered 9(b) from twelve (12%) to six (6%).

Proposed Change 11

Add new section 9(e):

(e) Pre-Existing Hazardous Materials and Landlord's General Indemnity. Tenant shall be under no obligation to investigate or remediate any Hazardous Material located in, on, under or about the Premises as of the Lease commencement date (hereinafter referred to as "Existing Hazardous Materials") or any Hazardous Materials which have migrated onto the Premises from off-site or which are brought onto the Premises by Landlord. Additionally, Landlord agrees that it shall indemnify, defend and hold Tenant harmless from any cost and all claims of liability asserted against Tenant by a third-party, including any agency or instrumentality of the federal, state or local government for cleanup activities to the extent required by applicable law (remedial or removal), or governmental fines or penalties, relating to the Existing Hazardous Materials and those Hazardous Materials which are brought onto the Premises by Landlord. For purposes of this paragraph "Hazardous Materials" means any hazardous or toxic wastes, materials or substances, and other pollutants or contaminants, which are or become regulated by any environmental laws or which pose or threaten to pose a hazard to the health and safety of persons on the Premises.

Proposed Change 12

Add to Section 10(a) at the end: "Activity" is defined as any use of the Premises fulfilling the Tenant's 501(c)(3) Charter including but not limited to scouting activities, improvements, and additions.

Proposed Change 13

Section 13(i) (Force Majeure) should be renamed to section 13(h).

Proposed Change 14

Remove Section 13(j) (Time of the essence).



Special Event Permit Application

City of Holly Springs
PO Box 990
Holly Springs, GA 30142
770-345-5536

FOR OFFICE USE ONLY

Permit Issue Date: _____

Permit Number: _____

Sponsoring Organization Information

Name of Group/Organization: Cherokee County Chamber of Commerce & Cherokee County Farm Bureau

Phone #: 770-345-0400

Website: CherokeeChamber.com

Address: P.O. Box 4998

City, State & Zip: Canton, GA 30114

Organization Contact Information

The organization contact person must be the person in charge of event management and is responsible for the event. The organization contact person must be a representative of the organization who has been authorized to plan the event. The applicant must be available to work closely with the City.

Event Contact Person: Pamela W. Carnes, President & CEO

Cell #: 678-910-9240

Email: Pam@CherokeeChamber.com

Address: Same

City, State & Zip: Same

Event Information

Event Name: Candidate Forum

Event Date(s): March 31, April 14, April 28

Event Start & Finish Time: 6-10 PM

Time Set-up Begins: Noon

Time Clean-up Should Be Complete: 11 PM

Estimated Number of Attendees: 300-400 per event

Estimated Number of Event Workers/Volunteers: 30

Type of Event

☐ Athletic Event

☐ Block/Street Party

☐ Cycling Event

☐ Exhibition

☐ Festival

☐ March/Demonstration

☐ Merchant Fair/Craft Show

☐ Parade*

☒ Rally/Assembly

☐ Road Race*

☐ Wedding

☐ Other _____

**Additional event information is required. Please see additional permit applications.*

Purpose of Event: ☐ Charity ☐ Fundraiser ☐ Entertainment ☒ Education ☐ Other: _____
Check all that apply.

Location of event: Cagle's Family Farm, Stringer Road

This event use or require the following: ☒ Use of public property ☐ Food/alcohol vendors*
Check all that apply.

☐ Closing of public streets* ☐ Rerouting of vehicle or pedestrian traffic

Will there be musical entertainment? ☐ Yes ☒ No

Noise Ordinance: Holly Springs Code 33-71 through 79.

If yes, please state: # of bands: _____ Type of music: _____

Will there be sound amplified entertainment? ☐ Yes ☒ No

Will sound checks be conducted prior to the event? ☐ Yes ☒ No

Please describe sound equipment that will be used:

PA System

Will there be inflatables, hot air balloons, or similar devices? Yes ☐ No ☒

If yes, please describe: _____

Will there be fireworks, rockets, or other pyrotechnics? ☐ Yes ☒ No

If yes, please describe: _____

Permit must be obtained from Cherokee County Probate Court and submitted to the City no less than 30 days before event. If event is held on private property, a letter of permission from the owner is required.

Will there be signs, banners, decorations, special lighting? ☒ Yes ☐ No

If yes, please describe: Candidates will display signage along the entrance way to the property as well as along Stringer Road

Will there be any items sold? ☐ Yes ☒ No

If yes, please describe: _____

How close are the nearest residences? Across the road at Cagle Heights.

Will there be contracted concessionaires/mobile food units? ☐ Yes ☒ No

If yes, additional event information is required. Please see Food & Alcohol Attachment.

Will there be alcohol? ☐ Yes ☒ No

If yes, additional event information is required. Please see Food & Alcohol Attachment.

If your event takes place on public property, please attach a copy of certificate of coverage and complete the information below.

Liability Insurer: Citizens Insurance Company of America

Policy Number: OBAA81769105 Liability Limit \$ 1,000,000

City of Holly Springs should be listed as an additional insured with address listed as it appears at the top of this application.

Please provide any other information about your event that you believe would be helpful for planning purposes. Insurance information noted above (Citizens Insurance Company of America) is the Chamber's insurer.

Certificate of Coverage has been requested. Coverage information from event co-sponsor has also been requested.

Group/Organization is responsible for post cleanup.
This is not transferable to any other individual or group.

REQUIRED: Site Map - Please provide an overhead map detailing the placement of all aspects of your event. Maps should include, but are not limited to:

- perimeter of event
- parking
- tents
- restrooms
- food/alcohol serving areas
- stages
- parking plan
- routes
- water stations
- volunteers
- entrances
- exits
- inflatables

Hand-drawn maps are acceptable. (If you are using the 5K route determined by the City, staff can provide a map for you to work with.)

All lane/street closures, and any event involving alcohol, require police personnel on an extra-duty basis. Traffic control and parking plans, which should include where police officers will be stationed, must be submitted and approved by the Police Chief. Group/Organization will be responsible to cover the cost of police personnel; this cost will be calculated on their special event rate.

PUBLIC NOTICE REQUIREMENTS: Group/Organization must advertise in the Cherokee Tribune if event requires lane/street closures. Group/Organization must also provide a written notice to all affected businesses and residents no less than one week prior to the event and a copy of the notice along with a list of those who received letters must be submitted with this form. All cost will be the responsibility of the Group/Organization. Any event permit application that includes a request to close any public street in the City must be approved by the City Council.

The City of Holly Springs may request additional information not referenced in this application.

Waiver and Release: I/We agree to hold harmless and defend the City of Holly Springs against any claim for damages, compensation or otherwise on the part of me, my child or any other party, growing out of or resulting from injury to me or my child, or any other party which might occur as a result of the lease of property or facilities from the City of Holly Springs, and to reimburse or make good any loss, damage or costs that the City of Holly Springs may have to pay litigation arises from injury to me, my child or any other party, and I/we hereby waive any and all rights of exemption, both as to real or personal property, to which I/we may be entitled under the laws of this or any other state as against such claims for reimbursement or indemnity by the City of Holly Springs.

Pamela W. Carnes, President
Signature of Event Contact Person

2-21-2022
Date



Special Event Permit Application

City of Holly Springs
PO Box 990
Holly Springs, GA 30142
770-345-5536

FOR OFFICE USE ONLY

Permit Issue Date: _____

Permit Number: _____

Sponsoring Organization Information

Name of Group/Organization: Cherokee County Farm Bureau

Phone #: 770-479-1481

Website: www.ccfarmbureau.org

Address: 101 Woodland Way, Suite 1B

City, State & Zip: Canton, GA 30114

Organization Contact Information

The organization contact person must be the person in charge of event management and is responsible for the event. The organization contact person must be a representative of the organization who has been authorized to plan the event. The applicant must be available to work closely with the City.

Event Contact Person: Shirley Pahl

Cell #: 770-235-9869

Email: sfpahl@gfbco.org

Address: 245 Valley Ridge Drive

City, State & Zip: Canton, GA 30115

Event Information

Event Name: Cherokee County AG EXPO

Event Date(s): Friday, April 22, 2022

Event Start & Finish Time: 4:00 PM - 7:00 PM

Time Set-up Begins: 1:00 PM

Time Clean-up Should Be Complete: 8:30 PM

Estimated Number of Attendees: 200

Estimated Number of Event Workers/Volunteers: 50

Type of Event

☐ Athletic Event

☐ Block/Street Party

☐ Cycling Event

☒ Exhibition

☐ Festival

☐ March/Demonstration

☐ Merchant Fair/Craft Show

☐ Parade*

☐ Rally/Assembly

☐ Road Race*

☐ Wedding

☐ Other _____

*Additional event information is required. Please see additional permit applications.

Purpose of Event: ☐ Charity ☐ Fundraiser ☐ Entertainment ☒ Education ☒ Other: To Show AG in County W
Check all that apply.

Location of event: 362 Stringer Road, Holly Springs, GA 30115

This event use or require the following: ☐ Use of public property ☒ Food/alcohol vendors*
Check all that apply.

☐ Closing of public streets* ☐ Rerouting of vehicle or pedestrian traffic

Will there be musical entertainment? ☐ Yes ☒ No

Noise Ordinance: Holly Springs Code 33-71 through 79.

If yes, please state: # of bands: _____ Type of music: _____

Will there be sound amplified entertainment? ☐ Yes ☒ No

Will sound checks be conducted prior to the event? ☐ Yes ☒ No

Please describe sound equipment that will be used:

PA to make announcements and give out door prizes

Will there be inflatables, hot air balloons, or similar devices? Yes ☐ No ☒

If yes, please describe: _____

Will there be fireworks, rockets, or other pyrotechnics? ☐ Yes ☒ No

If yes, please describe: _____

Permit must be obtained from Cherokee County Probate Court and submitted to the City no less than 30 days before event. If event is held on private property, a letter of permission from the owner is required.

Will there be signs, banners, decorations, special lighting? ☒ Yes ☐ No

If yes, please describe: Signs to show event Day of event

Will there be any items sold? ☒ Yes ☐ No

If yes, please describe: 30 different Agriculture booths will sell eggs, vegetables, fruits, baked goods, etc.

How close are the nearest residences? _____

Will there be contracted concessionaires/mobile food units? ☒ Yes ☐ No

If yes, additional event information is required. Please see Food & Alcohol Attachment.

Will there be alcohol? ☐ Yes ☒ No

If yes, additional event information is required. Please see Food & Alcohol Attachment.

If your event takes place on public property, please attach a copy of certificate of coverage and complete the information below.

Liability Insurer: GFB

Policy Number: CAP 0004223 Liability Limit \$ 1,000,000

City of Holly Springs should be listed as an additional insured with address listed as it appears at the top of this application.

Please provide any other information about your event that you believe would be helpful for planning purposes. _____

Group/Organization is responsible for post cleanup.
This is not transferable to any other individual or group.

REQUIRED: Site Map - Please provide an overhead map detailing the placement of all aspects of your event. Maps should include, but are not limited to:

- perimeter of event
- parking
- tents
- restrooms
- food/alcohol serving areas
- stages
- parking plan
- routes
- water stations
- volunteers
- entrances
- exits
- inflatables

Hand-drawn maps are acceptable. (If you are using the 5K route determined by the City, staff can provide a map for you to work with.)

All lane/street closures, and any event involving alcohol, require police personnel on an extra-duty basis. Traffic control and parking plans, which should include where police officers will be stationed, must be submitted and approved by the Police Chief. Group/Organization will be responsible to cover the cost of police personnel; this cost will be calculated on their special event rate.

PUBLIC NOTICE REQUIREMENTS: Group/Organization must advertise in the Cherokee Tribune if event requires lane/street closures. Group/Organization must also provide a written notice to all affected businesses and residents no less than one week prior to the event and a copy of the notice along with a list of those who received letters must be submitted with this form. All cost will be the responsibility of the Group/Organization. Any event permit application that includes a request to close any public street in the City must be approved by the City Council.

The City of Holly Springs may request additional information not referenced in this application.

Waiver and Release: I/We agree to hold harmless and defend the City of Holly Springs against any claim for damages, compensation or otherwise on the part of me, my child or any other party, growing out of or resulting from injury to me or my child, or any other party which might occur as a result of the lease of property or facilities from the City of Holly Springs, and to reimburse or make good any loss, damage or costs that the City of Holly Springs may have to pay litigation arises from injury to me, my child or any other party, and I/we hereby waive any and all rights of exemption, both as to real or personal property, to which I/we may be entitled under the laws of this or any other state as against such claims for reimbursement or indemnity by the City of Holly Springs.

Signature of Event Contact Person

Date



Invoice #9157

2/23/2022

Prepared For:

City of Holly Springs
Ron Carter
P.O. Box 990
Holly Springs, GA 30142

Phone: 770-345-5538

Fax: 770-345-0209

Alt. Phone:

Email: rcarter@hollyspringsga.us

Prepared By:

Shelly Clark
MC Signs & Graphics
765 Ash Street Suite 100
Canton, GA 30114

Phone: 770-345-7448

Fax:

Alt. Phone: 678-879-2526

Email: shelly@mc-wraps.com OR mike@mc-wraps.com

Description: Cagles Farm Sign

Due Date: 2/23/2022

Quantity	Description	Each	Total	Taxable
1	96.00 in x 48.00 in Arlon SLX+ Wrap 54" Series Vinyl with Flight Tech Top laminated with Arlon 3210 54" Overlamine Mounted on Max Metal 6MM	894.08	\$894.08	✓
4	4 in. x 4 in. x 8 ft. Rough Western Red Cedar Lumber (Home Depot)	46.68	\$186.72	✓
2	Quikrete 80 lb. Bag Concrete Mix (Home Depot)	5.17	\$10.34	✓
4	Installation (Hours)	85.00	\$340.00	
		Subtotal	\$1,431.14	
		Sales Tax	\$65.46	
		Total	\$1,496.61	

Terms: Payment due on receipt of invoice

If Paying by Check Please make Checks Payable to MC Graphics LLC.



Cagle's Family Farm
at
Timothy B. Downing
Park
362 Stringer Road

Holly Springs Parks and Recreation Authority
Special Called Meeting Minutes
August 16, 2021

Members Present: Dee Phillips, Chairman Kyle Whitaker, Vice Chairman Jeff Wilbur, and Michael Roy Zenchuk II.

Elected Officials Present: Mayor Steven W. Miller

Staff Present: City Attorney Robert M. Dyer, City Manager Robert H. Logan, Economic Development Director/Assistant City Clerk Erin Honea, Chief Tommy Keheley, Community Development Director Nancy Moon, and Information Technology Manager/Facilities Manager Ron Carter.

Kyle Whitaker called the meeting to order.

Dee Phillips made a motion to approve a Right of Way Easement between Sawnee Electric Membership Corporation and the Holly Springs Parks and Recreation Authority and authorize and ratify the signature of the Chairman. Mike Zenchuk seconded the motion. Motion carried 4-0.

Dee Phillips made a motion to approve the August 6, 2021 Parks and Recreation Authority minutes. Jeff Wilbur seconded the motion. Motion carried 4-0.

Dee Phillips made a motion to adjourn. Mike Zenchuk seconded the motion. Motion carried 4-0.

Meeting adjourned.

Respectfully Submitted.

Kyle Whitaker, Chairman

Attest:

Karen Norred, City Clerk
(Seal)