

STATE OF GEORGIA
COUNTY OF BARTOW

FARMING AGREEMENT

This Farming Agreement (hereinafter "Agreement") is made and entered into as of the _____ day of _____, 2025 by and between the **City of Cartersville**, a municipal corporation of the State of Georgia (hereinafter "City") and **Big Bond Farms, LLC** (hereinafter "Farmer").

RECITALS:

WHEREAS, City is the owner of certain real property located at 1155 Douthit Ferry Rd, Cartersville, Georgia, which is more commonly known as the Sam Smith Park Property (the "Property"). Maps of Property are attached hereto as Exhibit "A" and incorporated herein by reference.

WHEREAS, Farmer desires to utilize the City's Property, excluding, any parking lots, the driveway to and the boat launch area, the soccer fields, the walking trails, and the memory trees along the walking trails (collectively, the "Excluded Areas," which Excluded Areas are listed on Exhibit "A"), for the purpose of agricultural operations; and

WHEREAS, the parties have agreed that Farmer shall maintain the Property in lieu of payments.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereby agree as follows:

Section 1. Use of Property. City hereby allows the Farmer to use its Property, excluding the Excluded Areas, for the purposes of agricultural operations, on the terms and conditions set forth in this Agreement. The Property will be farmed as it has been in the past, less the Excluded Areas.

Section 2. Term. The term of this Agreement shall commence on _____, 2025 and end on _____, 202_. This Agreement may be automatically renewed for up to five one (1) year terms, if both parties agree in writing to do so before December 1, in the then current year of the Agreement.

Section 3. Rent. In lieu of payments, Farmer shall be responsible for the maintenance and upkeep of the Property, including, but not limited to, mowing, landscaping, and any necessary repairs, at Farmer's sole cost and expense.

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Section 4. Termination.

4.1. Termination by Either Party. This Agreement may be terminated by either party upon thirty (30) days' written notice to the other party, subject to the provisions of Sections 4.2 and 4.3 below.

4.2. Termination with Ongoing Crops. If there are ongoing crops being harvested at the time of termination, the parties shall negotiate in good faith to determine a mutually agreeable termination date that allows for the completion of the current crop cycle, not to exceed 120 days from the date of the termination notice

Section 5. Maintenance, Repairs & Storing of Farming Equipment.

5.1. Farmer's Obligations. Farmer shall be responsible for the maintenance and upkeep of the Property and its farming equipment, including, but not limited to, mowing, landscaping, and any necessary repairs, at Farmer's sole cost and expense. Farmer shall perform all maintenance and repairs in a good and workmanlike manner and in compliance with all applicable laws, rules, and regulations. City shall not be responsible for the installation or maintenance of any equipment, nor for providing supervision for the agricultural activities performed on the Property

5.2. Maintenance & Erosion Control. After the crops have been harvested City will seed all land that has been farmed with some type of ground cover (winter wheat, etc.) to help with erosion.

5.3. Equipment. City shall be allowed to park farming equipment on the Property.

5.4. Well Water. Farmer can enter into an agreement with City and/or its tenants to allow for the use of well water during any agricultural activities on the Property.

Section 6. Compliance with Laws. Farmer shall comply with all applicable federal, state, and local laws, rules, and regulations in its use and occupation of the Property, including but not limited to environmental regulations, agricultural practices, and labor laws.

Section 7. Indemnification. Farmer shall indemnify, defend, and hold City harmless from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or related to Farmer's use and occupation of the Property, including any claims resulting from Farmer's failure to properly maintain the Property or comply with applicable laws and regulations.

Section 8. Insurance. Farmer shall maintain, at its sole cost and expense, comprehensive general liability insurance with coverage of not less than \$500,000,000 per occurrence and \$1,000,000 in the aggregate, naming City as an additional insured. Farmer shall provide City with a certificate of insurance evidencing such coverage prior to the commencement of the Term and upon each renewal of such policy.

Section 9. Assignment and Subletting. Farmer shall not assign this Agreement or sublet any portion of the Property without the prior written consent of City, which consent may be withheld in City's sole discretion.

Section 10. Dispute Resolution. Any dispute arising out of or relating to this Agreement shall be resolved through the following process:

10.1. Negotiation. The parties agree to attempt to resolve such dispute through good faith negotiations for a period of thirty (30) days from the date either party gives written notice of the dispute to the other.

10.2 Mediation. If the dispute is not resolved through negotiations, the parties agree to submit the dispute to mediation as mutually agreed upon. The costs of mediation shall be shared equally by the parties.

Section 11. Force Majeure. Neither party shall be liable for any failure or delay in performing its obligations under this Agreement due to acts of God, war, terrorism, civil unrest, labor strikes, or other causes beyond the reasonable control of such party.

Section 12. Entire Agreement. This Agreement and any written modification shall represent the entire and integrated agreement between the parties hereto regarding the subject matter of this Agreement, shall constitute the exclusive statement of the terms of the parties' agreement, and shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification. All prior negotiations are merged into this Agreement and shall be inadmissible in any enforcement of this Agreement.

Section 13. Additions, Changes and Modifications. This Agreement may not be modified or amended except by a writing that is signed by authorized representatives of each of the parties. No purported modification or amendment shall be binding upon either party until approved in writing by an authorized representative of each party.

Section 14. Venue and Jurisdiction. The terms of this Agreement shall be construed and interpreted under, and all respective rights and duties of the parties shall be governed by, the laws of the State of Georgia. Venue and jurisdiction for any disputes or litigation related thereto shall be the Bartow County Superior Court.

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Section 15. Notices. Any notices required under this Agreement shall be in writing and shall be deemed delivered when personally delivered, sent by certified mail (return receipt requested), or sent by a nationally recognized overnight courier service to the addresses as set forth below:

To City: City of Cartersville
PO Box 1390
Cartersville, GA 30120

To Lesser: Big Pond Farms, LLC
PO Box 104
Taylorsville, GA 30178

Section 16. Immigration Reform Compliance Requirement. During the entire duration of this Agreement, Farmer must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code § 13-10-91 and § 50-36-1.

Section 17. E-Verify. Farmer shall be required to be registered for and comply with Federal E-Verify requirements and the requirements of the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-91. Farmer shall submit the required affidavit promulgated by the Georgia Department of Labor to affirm its compliance. "E-Verify" is an internet-based employment eligibility verification program, operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), that allows employers to electronically verify through an online government database the work eligibility of newly hired employees. E-Verify is administered by U.S. Citizenship and Immigration Services (USCIS).

Section 18. No Third-Party Beneficiaries. Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. Time is of the essence in the performance of this Agreement.

Section 19. No Waiver. The granting of any payments, and any inspections, reviews, approvals or oral statements by any City's representative, or certification by any governmental entity, shall in no way limit Farmer's obligations under this Agreement. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Agreement, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by the City's Mayor and City's Council and Farmer.

Section 20. Severability. Any provision or portion thereof of this Agreement prohibited by, or made unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions or portions thereof of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms to the greatest extent permitted by applicable law.

Section 21. Assignment. Neither party may assign this Agreement without the prior written consent of the other party.

Section 22. Survival of Provisions. Except as otherwise separately and expressly provided by the parties in writing, the provisions of this Agreement shall to the greatest extent practicable, survive any expiration or termination of this Agreement, and any completion of the services.

Section 23. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Farming Agreement as of the date first written above.

CITY:

CITY OF CARTERSVILLE

By: _____

Matthew J. Santini, Mayor

Attest: _____

Julia Drake, City Clerk

FARMER:

BIG POND FARMS, LLC

By:  _____
Lee Sutton, Member

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Farming Agreement – Sam Smith Park