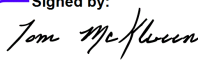




## AGENDA STAFF MEMO

**TO:** Honorable Mayor and City Council Members  
**FROM:** Tom McKlveen, Director of Parks & Recreation  
**DATE:** Submitted on May 9, 2025, for the May 19, 2025, City Council Meeting

Signed by:  
  
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**AGENDA ITEM:** Approval of a Parking Agreement Between the City of Milton and Greenleaf Investment Partners L118 LLC, Greenleaf Investment Partners L118A LLC, and Greenleaf Investment Partners L118B LLC. (Collectively referred to as "Greenleaf"), to Provide Additional Spaces Located at 13000 Deerfield Parkway for the Deerfield Active Park.

### **SUMMARY:**

The City of Milton is seeking to enter into a Parking Usage Agreement with Greenleaf Investment Partners to secure approximately 150 additional parking spaces adjacent to the City's recently acquired Deerfield Active Park. This partnership will allow the City to address a critical parking need for the Deerfield Active Park without incurring additional capital expense.

In the agreement, the City is permitted to use the lot Monday through Friday from 5:00 p.m. to 11:00 p.m., Saturdays from 8:00 a.m. to 11:00 p.m., and Sundays from 9:00 a.m. to 11:00 p.m.

The City agrees to use the lot in its current "as-is" condition and may not make modifications without prior written approval from Greenleaf, except for the construction of a pedestrian walkway to connect the parking area to the park. If the agreement is terminated, the City must remove the walkway and restore the area with appropriate landscaping within 30 days.

### **FUNDING AND FINANCIAL IMPACT:**

There is no fee associated with the City's use of the lot, provided all terms of the agreement are followed.

### **ALTERNATIVES:**

If the agreement is not approved, staff would revisit the park's design accounting for additional parking on-site, reducing the number of fields and amenities within the park.

### **PROCUREMENT SUMMARY (if applicable)**

SERVICE • TEAMWORK • OWNERSHIP • LEADERSHIP • RURAL HERITAGE

2006 Heritage Walk, Milton, GA 30004 | 678.242.2500 | facebook.com/thecityofmiltonga | info@miltonga.gov | www.miltonga.gov



**REVIEW & APPROVALS:**

**Financial Review:** Bernadette Harvill, Deputy City Manager – May 12, 2025

**Legal Review:** Jeff Strickland, Jarrard & Davis, LLP – May 9, 2025

**Concurrent Review:** Steven Krokoff, City Manager –

DocuSigned by:

*Bernadette Harvill*

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*Steven Krokoff*

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**ATTACHMENT(S):**

Parking Usage Agreement

SERVICE • TEAMWORK • OWNERSHIP • LEADERSHIP • RURAL HERITAGE

2006 Heritage Walk, Milton, GA 30004 | 678.242.2500 | facebook.com/thecityofmiltonga | info@miltonga.gov | www.miltonga.gov



## **Parking Usage Agreement**

This Parking Usage Agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 ("Effective Date"), by and between **Greenleaf Investment Partners L118 LLC, Greenleaf Investment Partners L118A LLC, and Greenleaf Investment Partners L118B LLC**, each a Delaware Limited Liability Company (collectively referred to herein as "Greenleaf"), and the **City of Milton**, a Georgia municipal corporation ("City"), each, individually, a Party, and collectively, the Parties.

### **Scope of Permitted Use**

Subject to the terms and conditions set forth below, Greenleaf hereby grants City a right to use approximately 150 parking spaces in Greenleaf's parking lots located within a portion of Tax Parcel Number ("TPN") 22 543010460494 and TPN 22 543010460502 at 13000 Deerfield Parkway, Milton, Georgia ("Premises"), which abuts the City's Deerfield Parkway Park ("Park") for additional public parking for users of the Park ("Permitted Use"). City's use of the Premises shall always be subject to the Rules and Regulations attached hereto and incorporated herein as Exhibit "A".

The Premises is more particularly depicted on the map attached hereto marked Exhibit "B".

Greenleaf represents that the three LLC entities referenced above are the sole owners of the subject property, including the Premises, at issue herein.

### **Term of Agreement**

This Agreement shall begin on the Effective Date and may be terminated by either Party upon at least thirty (30) days' prior notice to the other Party.

City shall be permitted to use the Premises as additional public parking for users of Deerfield Parkway Park on Mondays through Fridays from 5:00 p.m.– 11:00 p.m., on Saturdays from 8:00 a.m. – 11:00 p.m. and on Sundays from 9:00 a.m. – 11:00 p.m.

### **No Fee**

Greenleaf shall charge no fee to the City for its use of the Premises conditioned on City's continued compliance with all terms and conditions stated herein.

### **Insurance**

City shall provide and keep in force during the term of this Agreement, for the benefit of Greenleaf or any other persons or entities designed by Greenleaf that have a financial interest in the subject parking areas, comprehensive general liability insurance provided by a company selected by City and satisfactory with Greenleaf for property damage and bodily injury, personal injury or death to one (1) or more persons, which insurance shall insure the interest of Greenleaf and City and any such designees of Greenleaf referenced above. City shall deliver certificates of such insurance to Greenleaf upon request. All such policies shall include a provision that Greenleaf shall receive at least thirty (30) days' advance notice prior to material changes or cancellation thereof.

**Delivery of Premises and Alterations**

City agrees to use the Premises in “as is” condition without any obligation of Greenleaf to make any repairs, alterations, or modifications to the Premises. Except as otherwise provided herein, City shall not make any other modifications to the Premises unless approved in writing, in advance, by Greenleaf.

City agrees to construct a pedestrian walkway connecting the Park and the Premises as depicted in the sketch attached hereto at Exhibit “C” and by this reference incorporated herein.

If the Agreement is terminated, the City, at its expense, shall remove the pedestrian walkway and plant appropriate landscaping in its place within thirty (30) days of such termination. City, and its contractors, shall have a continued right of access to the Premises to complete the walkway removal and landscaping project.

**Entire Agreement**

This Agreement contains the entire agreement between the Parties, and all prior understanding and agreements between the Parties are merged into this Agreement. This Agreement may be changed or modified only by a writing executed by the Parties hereto.

**Limited Right of Use**

This Agreement grants a limited and specified right of use only. No other interest is granted or conveyed by this Agreement. This Agreement, and any act or omission by either Party under this Agreement or in reliance upon this Agreement, does and shall not create or convey a partnership, joint venture, lease, easement, estate, or property interest between the Parties.

**Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of Georgia.

**(remainder of this page intentionally left blank)**

**(signature page follows)**

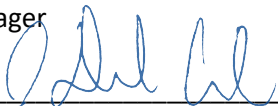
**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement through their authorized representatives as of the Effective Date first written above.

**GREENLEAF:**

**GREENLEAF INVESTMENT PARTNERS L118 LLC**, a  
Delaware limited liability company

By: Greenleaf Georgia Holdings, LLC, a Georgia  
limited liability company  
Its: Manager

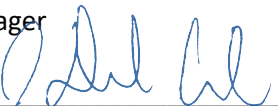
By: Greenleaf Commercial Real Estate, LLC, a  
Georgia limited liability company  
Its: Manager

By:   
James David Codrea, Jr., Manager

**GREENLEAF INVESTMENT PARTNERS L118A LLC**,  
a Delaware limited liability company

By: Greenleaf Georgia Holdings, LLC, a Georgia  
limited liability company  
Its: Manager

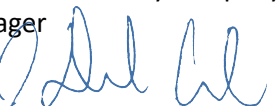
By: Greenleaf Commercial Real Estate, LLC, a  
Georgia limited liability company  
Its: Manager

By:   
James David Codrea, Jr., Manager

**GREENLEAF INVESTMENT PARTNERS L118B LLC**,  
a Delaware limited liability company

By: Greenleaf Georgia Holdings, LLC, a Georgia  
limited liability company  
Its: Manager

By: Greenleaf Commercial Real Estate, LLC, a  
Georgia limited liability company  
Its: Manager

By:   
James David Codrea, Jr., Manager

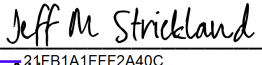
**CITY:**

**CITY OF MILTON, GEORGIA**

By: \_\_\_\_\_  
Peyton Jamison, Mayor

Attest: \_\_\_\_\_  
Tammy Lowit, City Clerk

Approved as to Form:

Signed by:  5/9/2025  
21FB1A1FF2A40C...  
City Attorney

**Exhibit A**  
**Rules and Regulations**

The Parties agree that the following is a non-exclusive list of prohibited activities for uses of the Premises:

1. Use of Premises for any illegal purposes.
2. Use which creates fire, explosive or environmental hazards.
3. Use which creates or permits a nuisance or trespass.
4. Use which produces, reproduces, or transmits any loud sounds or vibrations.
5. Smoking on the Premises.
6. Consumption of alcoholic beverages or controlled substances anywhere on the Premises.
7. The City shall install and maintain trash receptacles in its park near the pedestrian connection point(s) between the Premises and the Park.



**EXHIBIT B**



13000 Deerfield Parkway

150 Identified Parking Spaces

## Exhibit C

