



AGENDA STAFF MEMO

TO: Honorable Mayor and City Council Members
FROM: Tom McKlveen, Parks and Recreation
DATE: Submitted on March 17, 2025, for the May 19, 2025, Regular City Council Meeting

Signed by:

Tom McKlveen

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AGENDA ITEM: Approval of an Agreement between the City of Milton and Wishart Walk, LLC. for a Temporary License Agreement to Allow Lecomma Trace to be Utilized as Event Space for Crabapple Festival

SUMMARY:

The City of Milton and Wishart Walk, LLC have entered a partnership for the annual Crabapple Fest festival to allow the City use of Lecomma Trace, a privately owned road within the Crabapple Market development. The agreement allows use and access of this space for set-up on Friday, October 3, 2025, the entire day of the festival on October 4, and through breakdown of the event culminating by midnight on October 5. Lecomma Trace will be used to provide space for participating vendors in the festival and will be accessed and enjoyed by attendees of the City's signature fall festival.

FUNDING AND FINANCIAL IMPACT:

This is a temporary lease agreement, and there is no cost associated with the use of Lecomma Trace.

ALTERNATIVES:

If this contract is not approved, staff will be unable to utilize Lecomma Trace for the festival and will decrease the number of vendors approved.

REVIEW & APPROVALS:

Financial Review: Bernadette Harvill – March 18, 2025

Legal Review: Jennifer K. McCall, Jarrard & Davis, LLP – February 20, 2025

Concurrent Review: Steven Krokoff, City Manager –

DocuSigned by:

Bernadette Harvill

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DocuSigned by:

Steven Krokoff

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ATTACHMENT(S):

Lecomma Trace Temporary License ("Use") 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



Lecoma Trace

TEMPORARY LICENSE AGREEMENT

This TEMPORARY LICENSE AGREEMENT ("License") made this _____ day of _____, 20____, by and between Wishart Walk, LLC ("Licensor"), and City of Milton, GA ("Licensee").

WITNESSETH:

WHEREAS, Licensor is the owner of the portion of the road, Lecoma Trace, which is bordered to the north by Wishart Walk, to the south by Crabapple Road, and between 12660 Crabapple Rd. to the west, and 12670 Crabapple Rd. to the east, which is more particularly depicted on Exhibit "A" (the "Property"); and

WHEREAS, Licensee desires to enter upon the Property and use the "License Area" (as hereinafter defined) on the Property, and Licensor is willing to grant Licensee a revocable temporary and limited license to use said License Area, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, and other good and valuable consideration from each of the parties to the other, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee covenant and agree as follows:

1. LICENSE AREA: Licensor hereby grants to Licensee, and Licensee hereby accepts, a revocable, non-transferable and non-exclusive limited license to use the License Area, subject to the terms, conditions, covenants and agreements hereinafter set forth. Licensor's grant hereunder shall in no way operate to confer upon Licensee any other interest, status, or estate of any kind other than a limited license. The "License Area" shall mean the area reflected on Exhibit "A". Licensor shall not be obligated to provide Licensee any other services in connection with Licensee's use of the License Area.

2. LICENSE TERM: The term of this License (the "Term") shall commence at 12:00 A.M. on October 4, 2025 and shall terminate at 12:00 P.M. on October 5, 2025. Upon the expiration or sooner termination of this License, Licensee covenants and agrees to vacate and surrender the License Area to Licensor in the same condition and repair as exists at the commencement of the Term.

3. CONDITION OF LICENSE AREA: Licensee hereby accepts the License Area in its "as is" condition, with all faults, and acknowledges that Licensor shall not be required to perform any additions, alterations, or improvements in or to the License Area. Licensee shall keep the License Area clean and free from debris, garbage, refuse and trash at all times. Licensee acknowledges that Licensor has made no representations or warranties respecting the condition of the License Area or the Property, and that Licensee has inspected and is thoroughly familiar with the current condition of the License Area.

4. USE OF LICENSE AREA:

(a) Licensee shall use the License Area solely for Crabapple Fest (the "Permitted Use"), and for no other purpose whatsoever. Licensee shall, at Licensee's sole expense, properly and promptly comply with and execute all laws, ordinances, rules, regulations and requirements, as the same now exist or as they may hereafter be enacted, amended or promulgated, of or by any Federal, state, county or municipal authority, and/or any department or agency thereof, or any similar organization, relating to Licensee's normal and customary operations and activities, Licensee's vehicles, the License Area and/or the use of any one of them. Licensee shall comply with the Rules and Regulations attached as Exhibit "C".

(b) Anything placed in the Licensed Area, together with the contents of such item, shall be at the sole risk of Licensee, it being understood and agreed that Licensor shall not be held in anyway responsible to Licensee (or persons claiming by, through, or under Licensee) for injury, loss or damage to such items, or to any personal property left therein or thereabout, whether by reason of fire, water, theft, collision, vandalism or any other cause whatsoever; nor shall Licensor incur any liability on account of inaccessibility or disrepair of the License Area

due directly or indirectly to inclement weather, accidents or other reasons beyond Licensee's control, nor for any property damage or any personal injury whatsoever occurring in, on or about the Property (including, but not limited to, the driveways, License Area and common areas of the Property), or the means of ingress thereto or egress therefrom.

(c) Licensee agrees that upon the expiration of this Agreement, Licensee shall remove all of its goods and effects from the Premises, repair any damage caused by its use and such removal and peaceably yield up the License Area in clean condition and in as good order and repair as existed on the commencement of Licensee's use. Any personal property of Licensee not removed before the expiration of the Term may, at Licensor's sole option be stored at Licensee's expense or deemed abandoned and retained or disposed of by Licensor in whatever manner or fashion Licensor deems appropriate.

5. INSURANCE, LIABILITY, AND INDEMNITY:

(a) Licensee shall satisfy and comply with the insurance requirements set forth on Exhibit "B" during the term of License and the use of the License Area. If Licensee utilizes any third (3rd) party vendor, such third (3rd) party vendor shall satisfy the Exhibit "B" requirements.

(b) To the fullest extent permitted by applicable law, Licensor shall not be liable to Licensee, his employees, agent, contractors, invitees, or any other persons for any claims, damages or injuries resulting from any bodily injury or death or loss or damage to property, whether or not due to the acts or omissions of Licensor or any other person or entity, in, or about the Property (including, but not limited to, the driveways and License Area), the parties intending insurance to assume all such risks. Licensee agrees to and does hereby defend, indemnify and hold Licensor harmless from and against any and all actions, claims, costs, damages, expenses, fees, judgments, liabilities or suits arising from or out of, or in connection with, (i) acts or omissions of Licensee or Licensee's agents, contractors, employees, invitees or others for whom Licensee is responsible (collectively, "Licensee's Agents"), in, on or about the Property, (ii) the condition of the Property (including but not limited to, the Driveways and License Area) and/or any damage, death or injury to person or property in, on or about the Property, and/or (iii) any breach of the terms of this License by Licensee or Licensee's Agents. The foregoing indemnity shall be deemed to survive the expiration or sooner termination of this License.

(c) Notwithstanding any provision hereof to the contrary, Licensee shall look solely to the estate and property of Licensor in and to the Property in the event of any claim or judgment against Licensor arising out of or in connection with (i) this License, (ii) the relationship of Licensor and Licensee, or (iii) Licensee's use of the License Area. Licensee agrees that the liability of Licensor arising out of or in connection with (i) this License, (ii) the relationship of Licensor and Licensee, or (iii) Licensee's use of the License Area, shall be limited to such estate and property of Licensor.

6. ASSIGNMENT AND SUBLETTING: Licensee shall have no right, power or authority to transfer or assign this License, in whole or part, nor shall Licensee have any right, power or authority to sublet, license, or otherwise permit occupancy or use by any person or entity other than Licensee and its employees of the License Area or any part thereof.

7. DEFAULTS: If Licensee violates any of the terms or conditions hereof, or creates a hazard to the health and/or safety of any occupant of the Property, then and in any such event, in addition to any and all rights and remedies allowed at law or in equity, this License and/or Licensee's right to use the License Area shall be automatically revoked and Licensee shall surrender and vacate the License Area immediately (failing which Licensor may enter into and repossess said License Area with or without process of law and remove all persons and property of Licensee therefrom if the same has not previously been removed, and for the purpose of such entry and repossession. LICENSEE WAIVES ANY NOTICE TO QUIT OR ANY OTHER NOTICE PROVIDED BY LAW OR OTHERWISE TO BE GIVEN IN CONNECTION THEREWITH). In addition, Licensee will pay all costs and fees (including, but not limited to, court costs and reasonable attorneys' fees) incurred by Licensor in connection with obtaining possession of said License Area or in the enforcement of any covenant, condition or agreement herein contained, whether through legal proceedings or otherwise and whether or not any such legal proceedings be prosecuted to a final judgment. A waiver by Licensor of any default by Licensee in the performance of any of the

covenants, terms or conditions hereof shall not constitute or be deemed a waiver of any subsequent or other default. A delay on the part of Licensor to exercise or enforce any of its rights, powers or privileges hereunder shall not be deemed a waiver of such right, power or privilege. The rights and remedies of Licensor under this License shall be cumulative and in addition to any other rights and remedies given to Licensor by law. The exercise by the Licensor of any right or remedy herein provided shall not impair Licensor's rights to exercise any other remedy provided by law.

8. **RIGHTS RESERVED BY LICENSOR:** Licensor reserves the right to enter the License Area at all times (a) to inspect and repair the License Area or the Property as Licensor may deem necessary or desirable, (b) for any purpose whatsoever relating to the safety, protection or preservation of the License Area or Property, and (c) for any other purpose which does not prevent the use of the License Area in accordance with the terms hereof. In any such event, the Licensor shall take reasonable measures to avoid undue disturbance to Licensee's use of the License Area, however, Licensee agrees to cooperate with Licensor and to relocate the License Area if Licensor requests.

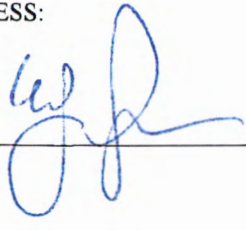
9. **NOTICES:** All notices hereunder shall be hand delivered, delivered by a nationally recognized overnight delivery service (such as Federal Express), or mailed in a certified postpaid envelope addressed to Licensor or Licensee, respectively, at the addresses reflected on the signature page. Any notice sent in accordance with the foregoing shall be deemed duly given when received (or when delivery is refused) if hand-delivered, on the next business day if deposited with a nationally recognized delivery service, and on the third business day if sent by certified mail and such refusal is documented by the person or entity attempting delivery. Either party may from time to time change the address to which notice is to be given, by written notice to the other party sent in accordance with this provision.

10. **GENERAL PROVISIONS:** The captions in this License are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of such paragraph or of this License. The terms, covenants and conditions contained in this License shall bind and inure to the benefit of the Licensor and Licensee, and their respective heirs, legal representatives, successors and assigns; provided that, nothing in this Section 10 shall be deemed to permit any transfer, assignment, sublease, license or other arrangement in violation of Section 5 hereof. This License and all of the rights of Licensee hereunder are expressly subordinate to the provisions of any mortgage, deed of trust or underlying master lease encumbering the Property. No change, waiver or modification of the terms hereof shall be binding unless in writing and signed by the parties hereto. The interpretation of this License shall be governed by the laws of the State of Georgia, without regard to the conflict of laws principles thereof. This License constitutes the entire agreement between the parties with respect to the License Area and the use thereof.

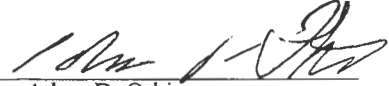
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Licensor and Licensee have caused these presents to be signed (duly executed and attested) and sealed the day and the year first above written.

WITNESS:



LICENSOR: Wishart Walk, LLC

By: 
Name: Adam D. Orkin
Title: Manager
Address: 12650 Crabapple Road, Suite 200
Milton, GA 30004

WITNESS:

Tammy Lowit, City Clerk

LICENSEE: City of Milton, GA

By: _____
Name: Peyton Jamison
Title: Mayor
Address: Attn: City Manager
2006 Heritage Walk Milton, GA 30004

Approved as to form:


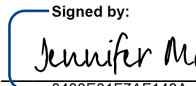
Signed by:  3/18/2025

City Attorney Date

EXHIBIT A

DEPICTION OF THE PROPERTY
(with Licensed Area Designated)

[to be attached prior to execution]



EXHIBIT B

INSURANCE REQUIREMENTS

1. Commercial general liability insurance in the amount of at least \$2,000,000.00 combined single limit and, if alcoholic beverages will be sold or consumed in the License Area, liquor liability coverage with a limit of not less than \$1,000,000;

2. Statutory Workers' Compensation Insurance to comply with applicable state laws, and at least \$100,000/\$500,000/\$100,000 Employers Liability Insurance;

3. Licensee shall insure all of its personal property including without limitation, all inventory, located in the Premises. Coverage shall be the equivalent of ISO "Special Form" in an amount equal to the replacement cost thereof and affording loss of income insurance sufficient to cover a period not less than the term of this Agreement, and any extension thereof. Such insurance policy shall contain an express waiver of any right of subrogation against Licensor; and

4. The insurance carried by Licensee or such insurance carried by Licensee's contractors or subcontractors pursuant to this Lease will be primary and non-contributory insurance over any insurance carried by Licensor. All insurance required shall name (via endorsement acceptable to Licensor) Licensor and _____ as additional insureds including a waiver of subrogation in favor of the Licensor. Prior to the Term, Licensor must receive an ACORD 27 Form Certificate of Insurance evidencing insurance coverage and confirming the Licensor as additional insured including a waiver of subrogation. All policies shall be issued by one or more responsible insurance companies satisfactory to Licensor with a minimum Best rating of A- VIII, and licensed to do business in the State of Georgia. Licensee shall be solely responsible for payment of premiums for such insurance including any applicable deductibles or retentions.

EXHIBIT C

RULES AND REGULATIONS

1. All posted rules must be observed.
2. All City of Milton ordinances (as well as state and federal laws) must be observed.
3. Licensee shall not make any alterations or additions to the Property, or place in, on or about the Property any signs, placards or other advertising media, banners, pennants, awnings, aerials, antennas, or similar items, without obtaining the prior written consent of Licensor.
4. Licensee shall not charge any visitor, customer or invitee a fee for parking near the License Area.
5. Licensee shall not close or obstruct the roadways, surface parking lots and any other structure on the Property or otherwise interfere with ingress to and egress from the Property, unless expressly approved in writing by Licensor.
6. All loading, unloading, setup and tear down shall take place within such times and at such places as shall be reasonably designated by Licensor.
7. All parking shall take place within such times and at such places as shall be reasonably designated by Licensor.
8. Licensee shall not generate any noises through the use of loudspeakers, sound amplifiers, radios, televisions, or phonographs without the prior written consent of Licensor. Licensee shall not engage in or allow any fighting or use physical force or abuse or obscene language towards any person or engage in any form of objectionable behavior, such as the making of loud noises or coarse or offensive utterances, gestures or displays, any of which causes or may cause public inconvenience or annoyance or alarm. No unlawful activities shall be permitted on the premises, nor shall gambling or the consumption of alcoholic beverages be permitted.
9. Licensor reserves the right to require the withdrawal from display of any item, object, person, printed matter of any other thing of any nature which in the opinion of Licensor might be detrimental to the appearance or reputation of the Property or the adjoining Development.



CERTIFICATE OF COVERAGE

ISSUE DATE

2/19/2025

ADMINISTRATOR: 678-361-0886 FAX 404-460-3755 mamurray@lockton.com

Lockton Companies
3280 Peachtree Road
Suite 250
Atlanta, GA 30305

NAMED MEMBER
City of Milton
2006 Heritage Walk
Milton, GA 30004

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Company Affording Coverage

COMPANY A: Georgia Interlocal Risk Management Agency (GIRMA)

COMPANY B:

THIS IS TO CERTIFY THAT THE COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE AGREEMENT PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF COVERAGE		POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS		DEDUCTIBLE
GENERAL LIABILITY		MI6	5/1/2024	5/1/2025	EACH OCCURRENCE	\$2,000,000	\$1,000
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$2,000,000	\$1,000
<input checked="" type="checkbox"/>	OCCURRENCE				MED EXP (Any one person)	EXCLUDED	
<input checked="" type="checkbox"/>	GEN'L AGGREGATE LIMIT APPLIES per POLICY				PERSONAL & ADV INJURY	\$2,000,000	\$1,000
					GENERAL AGGREGATE	\$10,000,000	
					PRODUCTS-COMP/OP AGG	\$10,000,000	\$1,000
					LAW ENFORCEMENT LIABILITY	\$2,000,000	\$10,000
AUTOMOBILE LIABILITY		MI6	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT	\$2,000,000	\$1,000
<input checked="" type="checkbox"/>	ALL AUTOS				BODILY INJURY (per person)	\$	\$
<input checked="" type="checkbox"/>	GEORGIA FLEET				BODILY INJURY (per accident)	\$	\$
<input checked="" type="checkbox"/>	HIRED AND NON-OWNED				PROPERTY DAMAGE (per accident)	\$	\$
AUTOMOBILE PHYSICAL DAMAGE		MI6	5/1/2024	5/1/2025		ALL VEHICLES	\$
	NO COVERAGE						
	NO VEHICLES OWNED				<input checked="" type="checkbox"/>	SELECTED VEHICLES	\$1,000
PUBLIC OFFICIALS LIABILITY		MI6	5/1/2024	5/1/2025		\$2,000,000	\$10,000
EMPLOYEE BENEFIT LIABILITY		MI6	5/1/2024	5/1/2025		\$2,000,000	\$1,000
CRIME		MI6	5/1/2024	5/1/2025		\$500,000	\$1,000
<input checked="" type="checkbox"/>	BLANKET BOND					\$500,000	\$1,000
<input checked="" type="checkbox"/>	DEPOSITORS FORGERY					\$500,000	\$1,000
<input checked="" type="checkbox"/>	MONEY & SECURITIES					\$500,000	\$1,000
PROPERTY		MI6	5/1/2024	5/1/2025		As per Schedule with GIRMA	\$1,000
<input checked="" type="checkbox"/>	BUILDINGS & CONTENTS, including EDP					Actual Cash Value	\$1,000
<input checked="" type="checkbox"/>	MOBILE EQUIPMENT					As per Schedule with GIRMA	\$1,000
<input checked="" type="checkbox"/>	BOILER AND MACHINERY						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Evidence of coverage with respects to the Crabapple Fest on October 4-5, 2025.

CERTIFICATE HOLDER**CANCELLATION**

Wishart Walk, LLC
12650 Crabapple Road, Suite 200
Milton, GA 30004

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

By: Lockton Companies

DISCLAIMER

This Certificate of Coverage does not constitute a contract between the issuing insurer(s), authorized representative or administrator, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.