



#09020249

PERMIT # SE 2009-22

APPLICANT/EVENT INFORMATION

Application Date 2-14-09

Company/Organization Atlanta Foundation for Public Spaces, LLC

Street Address 4705 Lake Forrest Dr. NE CR # 1175

City State Zip Atlanta GA 30342 \$100-

Responsible Person Patrick Dennis

Office Voice / Fax 404-849-0793 404-252-5356

E-mail patrick.gova@ff@yaho.com / patrick@affps.com

Contact on Site Randall Fox

Cell/Alternate on Site 404-441-3567 404-408-2127 cell (Patrick)

EVENT INFORMATION If you need more room, please use a separate sheet.

Name of Event Sweet Apple Village Market

Date / Time of Event 4-4-09 12 PM-4 PM / 6-6-09 thru 12-31-09 9 am 1 pm to 5 am 1 pm

Projected Attendance

Approximate number of persons, animals, vehicles
200 0 25

Event Location

12000 Etris Rd Roswell GA 30075	SWEET APPLE VILLAGE
------------------------------------	---------------------

Event Description Circle Type: Arts Festival, Fair, Tour, Concert, Holiday Celebration, Grand Opening, Outdoor Business Promotional Event, Car Wash, Block Party, Bicycle Race, Run, Parade, March, Procession, Motorcade, Assembly, Picket Line, Rally, Demonstration, Other

Describe the purpose of your event. OUTDOOR ART AND CRAFT MARKET (NON-JURIED) OPEN TO PUBLIC INCLUDING ART, CRAFT, LOCAL GROWERS

Site Plan or Parade Route Yes No

Property Owner Letter of Permission? Yes No

Entertainment Event schedule or event brochure attached. Yes No
Brochure sample only

Description of entertainment planned including type of sound equipment. Yes No
N/A

4-4-09
6-6-09
6-13-09



EVENT INFORMATION If you need more room, please use a separate sheet.

Traffic Control,
Parking & Safety

Explain your plans for traffic control, parking and public safety?
Market is held within (off street) Sweet-Apple Village shopping center. Public parking is provided on site for 500+ vehicles.

Is the parking plan (including overflow or shuttle) on the Site Plan? Yes No

Will you require the services of off-duty police officers? Yes No

Will you request a fire inspection or fireworks permit? Yes No

Will you provide first-aid and medical services? Yes No *we call 911*

Road Closure

Will you be requesting a road closure? Yes No Describe the need.

Food, Beverage &
Alcohol

Will you serve or sell food or non-alcoholic beverage at this event? Yes No

Explain: *Only packaged and approved edibles; each merchant responsible for individual permit, license*

Permit Type & Number: _____

Will you serve or sell alcohol at this event? Yes No

Explain: _____

Permit Type & Number: _____

Business Registration

Will you be selling products or services at this event? Yes No Describe

AFFPS does not sell items; participants may

Is a copy of your Roswell Business Registration certificate attached? Yes No *Applied for*

Occupation Tax Number / Jurisdiction: _____

If organization is non-profit, is a copy of non-profit status and/or Business Registration certificate attached? Yes No

Restroom Plan

What restroom facilities will be used during this event? *All public*

During what hours? *Restrooms open during Market beyond 9 AM - 5 PM*

Signage

Will you use temporary signs for this event? Yes No

On site within property - day of Market

Cleanup Plan:


Who will be responsible for cleanup? *AFFPS will remove all trash + recycling. Property owners allow use of dumpsters and containers currently on site*



SAVE HARMLESS AGREEMENT Please submit with the Special Event Permit Application.

The applicant agrees to defend, pay and save harmless the City, its officers and employees from any and all claims or lawsuits for personal injury or property damage arising from or in any way connected to the special event; excepting any claims arising solely out of the negligent acts of the City, its officers and employees.

Approval of this application shall not be construed as imposing upon the City or its officials or employees any liability or responsibility for any injury or damage to any person in any way connected to the use for which this permit has been issued. The City and its officials and employees shall not be deemed to have assumed any liability or responsibility by reasons of inspections performed, the issuance of any permit, or the approval of any use of the right-of-way or other public property. Application assumes adherence to federal and state laws and local ordinances.

 for AFFPS
Signature of Applicant, if an individual
or Partner or Officer of Corporation

2-14-09
Date

All information furnished shall be kept in strict confidence by the City, to the extent allowed by law, and shall be utilized only by the officials of the City responsible for administering the application. Any false statement in an application for a permit shall be grounds for revocation, denial, and/or denial of future permit applications.

I agree that the person in charge or designated contact will keep the Special Event Permit issued, along with a copy of the Special Event Application form at the site available for inspection throughout the event.



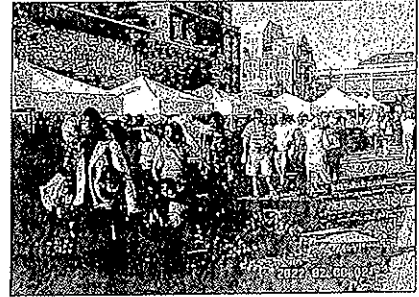
COMPANY PROFILE

PRINCIPALS & Staff

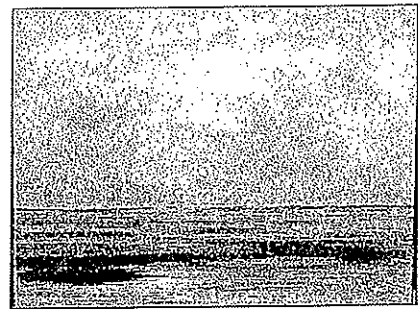
Patrick Dennis - President/ C.E.O.
Randall D. Fox - V.P. / C.O.O.
Susan Brown - Market Manger
Irvin Hendershot - Market Manager
Noberto Lopez – Operations
T. C. McLellan – Public Relations
Rich Decker - Accounting

FEATURED MEDIA

Atlanta Journal Constitution calendar
Access Atlanta
Sunshine Artists (national)
Piedmont Review (Featured Story)
The Sunday Paper
Creative Loafing
The Wall Street Journal (Featured Story)
SixNew Things.com (Featured Story)
Good Day Atlanta (Featured with Atlantic Station)
Where Magazine
Atlanta INtown paper



Atlantic Station Market



Landscape, Patrick Dennis

STATEMENT OF PURPOSE

The Atlanta Foundation for Public Spaces, LLC was established in 2006 to promote local art and handcraft artisans and to stimulate the pedestrian economy. AFFPS hosts outdoor public art and handcrafted markets in the metro Atlanta area. AFFPS works with municipal governments, schools of art and design and local crafters to showcase their wares in a community setting on a regular basis. AFFPS encourages social conviviality and cultural diversity while offering tourists an affordable sampling of the international flavor of the metro Atlanta arts and crafts scene. Funds raised from participant reservations are used to host artists at business educational programs, exhibitions, and expanding venues for local artists.

BACKGROUND

Following in the tradition of successful public markets of Europe and northeastern US, the Atlantic Station Market and Downtown Decatur Market were the first of many outdoor public markets introduced to the Atlanta metro area under the provisions of the Atlanta Foundation for Public Spaces, LLC. The Markets are a way of integrating and encouraging both social interactions and the opportunity for individuals and businesses to obtain cross exposures in marketplaces that they may normally not have. The Markets will introduce diverse social and economic participants to a destination that will benefit economically over a sustained period of time. Showcasing local artisans and unique vendors, the Markets will offer a “destination” in which both public and private opportunities for economic growth can be explored and offer them a platform for creative success.



ATLANTA FOUNDATION FOR PUBLIC SPACES
Key information

FEDERAL

Federal Employee Identification number 14-1969675

GEORGIA

Georgia Secretary of State LCC number 2006003249

LLC Registered Agent:

Patrick Dennis

4705 Lake Forrest Drive NE

Atlanta, GA 30342

Georgia Tax Identification number 20018286796

Georgia Sales Tax number 303505526

Georgia Withholding number 2311649

Georgia Commodity Code 99-5999

ATLANTA

Atlanta Business Tax Registration Certificate 123056 LGB

INSURANCE

Fowler Insurance Agency

CLS1439546

P.O. Box 886

Canton, GA 30169

770-479-9823

ATLANTIC STATION MARKET

Property owner:

AIG Global Real Estate

171 17th St.

Atlanta, GA 30309

Atlantic Station Agent:

Josh Williams

Josh.williams@am.jll.com

404-733-1221

KIRKWOOD STATION MARKET

Contact: John Benthall

404-370-1505

STONE MOUNTAIN VILLAGE MARKET

Contact: Barry Amos, City Manager

770-498-8984

VIRGINIA HIGHLAND MARKET

Contact: Mike Bartholomew

404-266-6580

MIDTOWN MARKET

Property owner:

Rohrig-811 LLC

914 Howell Mill Rd.

Atlanta, GA 30318

George Rohrig

404-237-6927 x 12

Confidential and not for distribution

Atlanta Foundation for Public Spaces
P.O. Box 422571 ~ Atlanta, GA 30342 ~ 404.845-0793



The Atlanta Foundation
for public spaces®

Sweet Apple Village Market
Opening 2009

The Sweet Apple Village Market is designed to be a marketplace designed by and built by artists and artisans for the community. Our number one goal is to have a walkable gathering place for the residents and visitors to come to on a regular basis, a place where children, strollers and dogs are welcome, but more importantly a place that the community and neighborhood can gather.

While we do not run a formal Art show or Festival, we do not run a “flea market” either. Our goal is to provide a venue at which individuals can sell their artwork and handcrafted goods, offering this opportunity for those who may not be able to participate in formal shows or festivals due to cost or travel.

Because we create a family friendly environment and a place for the entire community, we do not permit the selling of items such as guns, knives, stolen goods, counterfeit or “knock off” items, or items that would conflict with other area merchants. Items typically found in “flea markets” such as cell phone covers, used computers, tube socks or sweat suits are not permitted. You will find a list of approved and non-approved items on our web site. We carefully review every application, follow up with a telephone interview for new participants and review our regulations upon arrival at the Market. It is important that everyone (participating merchants) adhere to a high standard of decorum and respectful attitude while participating in the Market.

Our goal is to compliment and enhance the community and Market area as well as drive more customers into the pedestrian area on a regular basis.

Management:

- a) AFFPS always has one Manager on site at all times to ensure that everyone is safe, the environment is kept clean and orderly and that there is someone available to answer questions or concerns at all times.
- b) Typically the Manager will arrive 1.5 hours prior to set-up and leave once the site is closed to ensure any debris, etc. has been cleaned up.

Input from property owners/ management:

- a. Because this is a partnership, we encourage input from the property managers, owner and staff. We can correct or address a problem if we know about it collectively. Some ideas are better than others and if we work together as a team then all concerns are addressed proactively.
- b. We ask that any and all questions regarding the Market and Market management be sent or addressed to AFFPS rather than to participating merchants. We will provide brochures, fliers, phone numbers and web site address.

Charities:

While we do not endorse any political or religious groups in the marketplace, we do work with many different charity groups. Typically we have one pet adoption group that we work with at each Market site. We have found at our other venues that pet adoptions do very well and bring family and friends into the marketplace, and as such stay longer.

Permitting, License, Insurance and Advertising:

The Atlanta Foundation for Public Spaces is responsible for the management of the Market operation including answering phones, emails as well as ensuring that all permits, licenses, insurance, etc. are maintained and available for review upon request.

Parking:

All merchants involved with the Market will be required to park at a designated parking area (to be determined). They will not be permitted to park in an area that may interfere with or create a nuisance with other area merchants or neighbors.

Tents and Appearance:

All merchant participants working with AFFPS are required to have a standardized clean white tent that meets our specifications. Each tent must be properly weighted to ensure safety and a uniformly neat, clean appearance. No merchant will be permitted to leave areas exposed or “trashy.” We do not permit any items for sale to be placed on the ground unless deemed appropriate.

AFFPS maintains an inventory of white event tents and weights that are available for rent at a nominal fee.

We do not permit blue, green and white striped, low cost (\$35- Wal-Mart) tents.

All merchant items, tents, etc. will be removed from the property no later than the designated time each day, and no items will be permitted to remain on the property over night except by special arrangements with property owners and managers.

Restrooms:

AFFPS requests that facilities available to visitors be open to participating merchants.

Rain and Weather policy:

Safety of the pedestrians and merchants is our primary concern at all times. If it is deemed that it will be unsafe to continue operating the Market as a result of weather, the Market will be closed and reopen on the regular schedule.

It is our policy to offer “rain checks” if the Market does not open for the day. This policy is administered at the sole discretion of AFFPS. AFFPS does not offer refunds to participants who do not arrive for their scheduled reservation or do not adhere to the rules and regulations.

Updated: 013009



The Atlanta Foundation
for public spaces®

Sweet Apple Village Market
Opening 2009

EVENT TIMELINE

February 27, 2009

Online reservations for Market available
E-newsletter distributed to list

March 13, 2009

Promotional materials complete for distribution on site

April 4, 2009

“Preview Market” in coordination with SAV special event
12:00 p.m. set up Market
3:00 p.m. remove Market

June 6, 2009

Market opens
8:00 a.m. set up Market
9:00 a.m. Market opens
5:00 p.m. Market closes
6:00 p.m. remove Market

Market will operate every Saturday and Sunday (weather permitting) beginning Sat., June 6, 2009 through Sunday, December 27, 2009.

Property contact:

Jennifer Holdridge
AMG Retail, LLC
2440 Old Milton Parkway, Ste. 400
Alpharetta, GA 30009
Jennifer@amgretail.com
770-365-2117

AFFPS staff contacts:

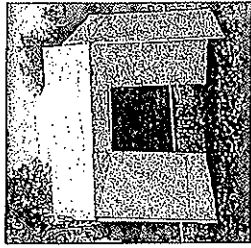
Patrick Dennis
Atlanta Foundation for Public Spaces
4705 Lake Forrest Dr. NE
Atlanta, GA 30342
Patrick@affps.com
404-845-0793/404-408-2127

Randall Fox

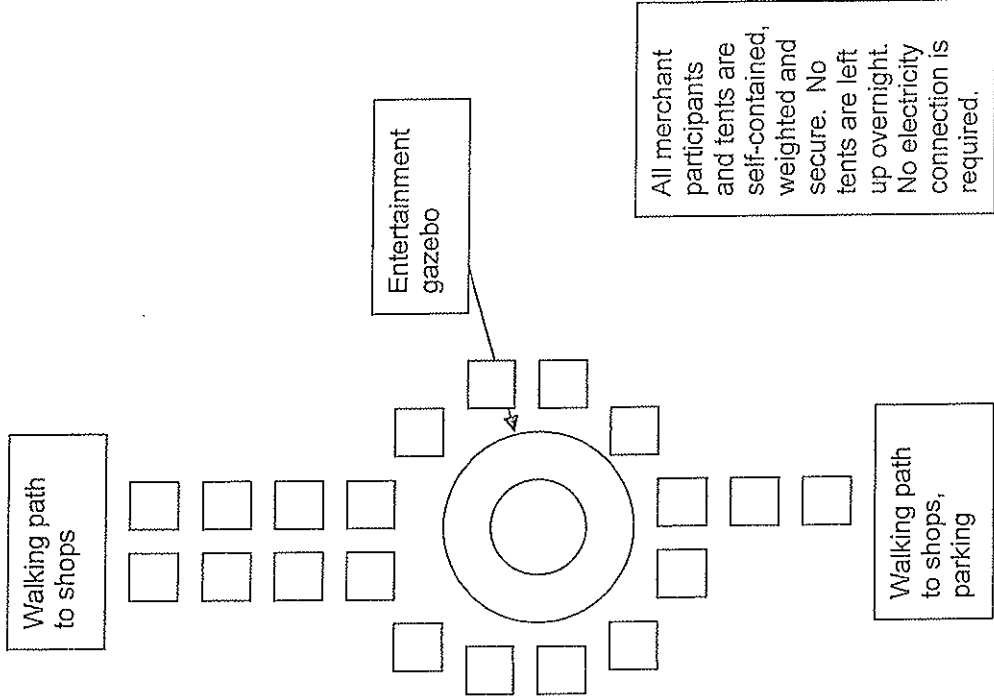
randall@affps.com
404-441-3567

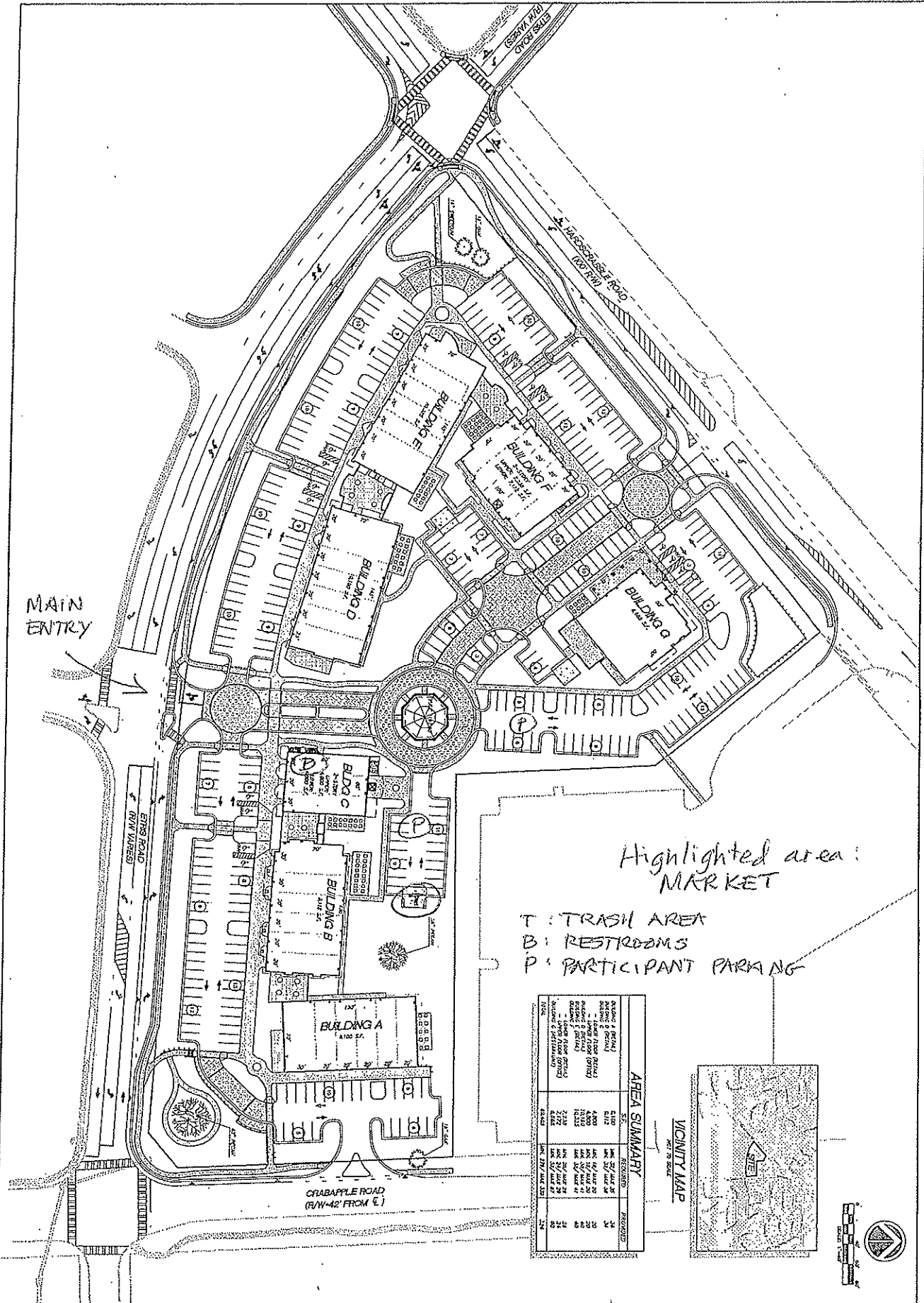


SUBJECT PROPERTY: Sweet Apple Village Market
12000 Etres Rd.
Roswell, GA
Capacity: 60 tents (10 x 10)



Uniform white 10 x 10 ft. tents are erected along shopping pathways, radiating out from the central entertainment gazebo. Estimated capacity is 60 tents, depending upon site availability and placement.

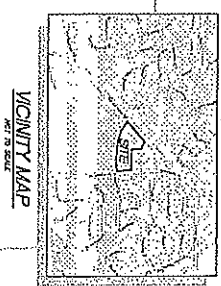




Highlighted area:
MARKET

- T : TRASH AREA
- B : RESTROOMS
- P : PARTICIPANT PARKING

AREA SUMMARY			
NO.	DESCRIPTION	AREA (SQ. FT.)	PERCENTAGE
1	Building A	11,000	10.0
2	Building B	11,000	10.0
3	Building C	11,000	10.0
4	Building D	11,000	10.0
5	Building E	11,000	10.0
6	Building F	11,000	10.0
7	Building G	11,000	10.0
8	Market	11,000	10.0
9	Parking	11,000	10.0
10	Landscaping	11,000	10.0
11	Other	11,000	10.0
12	Trash Area	11,000	10.0
13	Restrooms	11,000	10.0
14	Participant Parking	11,000	10.0
15	Other	11,000	10.0
16	Other	11,000	10.0
17	Other	11,000	10.0
18	Other	11,000	10.0
19	Other	11,000	10.0
20	Other	11,000	10.0
21	Other	11,000	10.0
22	Other	11,000	10.0
23	Other	11,000	10.0
24	Other	11,000	10.0
25	Other	11,000	10.0
26	Other	11,000	10.0
27	Other	11,000	10.0
28	Other	11,000	10.0
29	Other	11,000	10.0
30	Other	11,000	10.0
31	Other	11,000	10.0
32	Other	11,000	10.0
33	Other	11,000	10.0
34	Other	11,000	10.0
35	Other	11,000	10.0
36	Other	11,000	10.0
37	Other	11,000	10.0
38	Other	11,000	10.0
39	Other	11,000	10.0
40	Other	11,000	10.0
41	Other	11,000	10.0
42	Other	11,000	10.0
43	Other	11,000	10.0
44	Other	11,000	10.0
45	Other	11,000	10.0
46	Other	11,000	10.0
47	Other	11,000	10.0
48	Other	11,000	10.0
49	Other	11,000	10.0
50	Other	11,000	10.0



DATE: 11/11/03
 DRAWN BY: A.
 CHECKED BY: [Signature]
 PROJECT: SWEET APPLE VILLAGE
 SHEET: 1 OF 1



LAI ENGINEERING
 PARKWAY CENTER -
 1800 PARKWAY PL. - STE. 720
 MARIETTA, GA 30067
 PHONE: 770.423.0807
 FAX: 770.423.1262
 WWW.LAIENGINEERING.COM

SWEET APPLE VILLAGE
 PREPARED FOR
 CORNERSTONE DEVELOPMENT PARTNERS, LLC
 CITY OF MARIETTA, GA

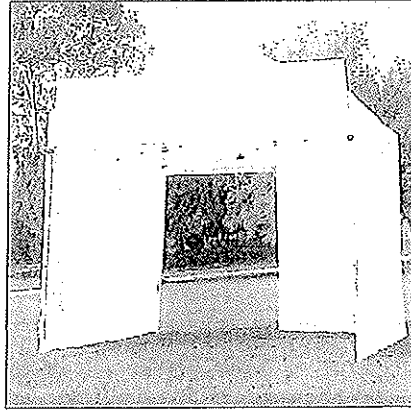
NO.	DESCRIPTION	DATE
1	Initial Design	11/11/03
2	Final Design	11/11/03
3	Construction	11/11/03

NOT-DESIGNED FOR CONSTRUCTION



ENCORE II EZ UP Canopy Tent

Specifications



EZ UP Canopies are ideal for craft shows, picnics, sporting events, family parties, weddings, outdoor vendors, craft fairs, job sites, camping trips, and much more. This EZ Up canopy provides easy set-up and take down that can be accomplished in a matter of seconds. This E-Z UP instant tent canopy is a perfect, no-fuss outdoor shelter from sun, wind and rain. This Canopy has an Aluminum Powder-Coated Frame and a Commercial 600 Denier Polyester Top. The canopy can be set up by one person in a matter of seconds. The 4 rollup sidewalls with zippers are included.

- White Aluminum Powder-Coated Frame
- Rust and Corrosion Resistant Frame and Trusses
- 21% Lighter than All Steel Shelters
- Full 10'x10' "Straight Leg" Design
- Heavy-Duty 1-1/4" Legs for Extra Strength (11% Thicker than Competitive Shelters)
- Commercial Grade 600 Denier Dura Last White Polyester Canopy Top
- Color Fast Fabric Will Not Turn Yellow
- Thoroughly Wind-Tested
- Adjustable Legs Allow 5 Height Dimensions
- Meets CPAI-84 Fire Standard
- 99% UV Protection from the Sun's Harmful Rays

NOTE: wind weights will be provided for each tent by Market Management.

J. LABORATORIES, INC.

7 - One Railroad Street
 Rhode Island 02876

15-9972 Fax (401) 766-7974

LABORATORY REPORT
QEL 18030

13 SEPTEMBER 1999

ATIONAL E-Z UP, INC.
 DWA AVENUE
 IDE, CA 92507

ION: XEN PRETZEL

P.O. #102525

ONE (1) SAMPLE OF FABRIC TESTED FOR FLAMMABILITY
 ACCORDING TO CPAL-84 SECTION 6 (1995 REVISION),
 WATER RESISTANCE AND COLORFASTNESS TO LIGHT.

IDENTIFIED AS: 250 D - WHITE TX

3 COMPLETED: 13 SEPTEMBER 1999

UNIT OF MEASURE	RESULTS		REQUIREMENTS
	WARP	FILL	
Resistance (CPAL Section 6)			
AFTER FLAME, SECONDS			
INITIAL	0.0	1.7	
	0.0	0.0	
	0.0	0.0	
	0.0	0.0	4.0 MAX. IND.
Average:	0.0	0.9	2.0 MAX. AVG.
AFTER LEACHING (Para. 4.1.3)			
	0.0	0.0	
	0.0	0.0	
	0.0	0.0	4.0 MAX. IND.
Average:	0.0	0.0	2.0 MAX. AVG.
AFTER WEATHERING (Para. 4.2.2.1)			
	0.0	0.0	
	0.0	3.5	
	0.0	0.0	
	0.0	2.0	4.0 MAX. IND.
Average:	0.0	1.4	2.0 MAX. AVG.

For the exclusive use of the client to whom it is addressed and its communication to any other person or use of the name J. Laboratories must receive our prior written approval. This report is applicable only to the sample or samples tested.

WHITE RT

PAGE -2-

13 SEPTEMBER 1999

UNIT OF MEASURE

RESULTS

REQUIREMENTS

Resistance
84 Section 5)

WARP FILL

DANGERED LENGTH, mm

INITIAL

175 141
201 172
170 154
187 170

255 MAX. IND.

190 MAX. AVG.

Average:

183 159

AFTER LEACHING
(Para. 4.1.3)

157 151
177 167

255 MAX. IND.

190 MAX. AVG.

Average:

175 162

AFTER WEATHERING
(Para. 4.2.2.1)

194 155
184 170
180 172
197 181

255 MAX. IND.

190 MAX. AVG.

Average:

189 170



THE SAMPLE TESTED ABOVE MEETS THE REQUIREMENTS
OUTLINED IN SECTION 3.2 OF CPRI-84.

BEFORE AFTER
AGING AGING

Resistance, rain test
(35)

0.02 0.06
0.01 0.09
0.05 0.08
0.00 0.05
0.01 0.05

Average:

0.02 0.06

Certificate of Flame Resistance



REGISTERED APPLICATION CONCERN No.

F-76.06

ISSUED BY GRANITEVILLE COMPANY

GRANITEVILLE SC
603-663-7231

Date Work Performed

5/24/93

This is to certify that the materials described on the reverse side hereof have been flame-retardant treated (or are inherently nonflammable).

ASTRUP COMPANY

2937 WEST 25th STREET

AT

CLEVELAND

STATE

OHIO

44113

Certification is hereby made that: (Check "a" or "b")

(a) The articles described on the reverse side of this Certificate have been treated with a flame-retardant chemical approved and registered by the State Fire Marshal and that the application of said chemical was done in conformance with the laws of the State of California and the Rules and Regulations of the State Fire Marshal.

Name of chemical used _____ Chem. Reg. No. _____

Method of application _____

(b) The articles described on the reverse side hereof are made from a flame-resistant fabric or material registered and approved by the State Fire Marshal for such use.

Trade name of flame-resistant fabric or material used CALLIOPE CLOTH Reg. No. F-76.06

The flame Retardant Process Used WILL BE REMOVED BY WASHING
(will or will not)

J. COLEMAN

By J. GRICE KEEL, DC SUPERVISOR

Name of Production Superintendent

Title

we hereby certify this to be a true copy of the original "CERTIFICATE OF FLAME RESISTANCE" issued to us, and a copy of which has been filed with the California State Fire Marshal.

The ASTRUP COMPANY

By [Signature]

1# _____ PHONE _____

Quantity 63.00 YD

Order # 17207

Description CALLIOPE 60IN 5406 YELLOW

Price # _____

Product Code 765405-2

INTERNATIONAL EAST-UP
5 GIBRATER ST E
ARIZONA CA 85704

91764

X257

LICENSE AGREEMENT

This License Agreement ("License") is made and entered into as of the 12th day of February, 2009 (the "Effective Date"), by and between Sweet Apple Village, LLC, its agent, ("Licensor") and THE ATLANTA FOUNDATION FOR PUBLIC SPACES, L.L.C., a Georgia limited liability company ("Licensee"). Licensor and Licensee may sometimes be collectively referred to herein as the "Parties" and individually as a "Party".

WITNESSETH:

WHEREAS, Licensor is the owner of that certain property commonly referred to as Sweet Apple Village and located in Fulton County, Georgia, depicted on Exhibit "A" attached hereto and incorporated herein (the "Property");

WHEREAS, Licensee intends to operate a temporary outdoor public market showcasing hand crafted items, art and merchandise on a portion of the Property as crosshatched on Exhibit "A" ("Licensee Area"); and

WHEREAS, Licensor has agreed to grant this License to Licensee in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged by Licensor, Licensor and Licensee hereby agree as follows:

1. **Recitals**. The above recitals are incorporated herein and made a part hereof.
2. **Term**. Licensor hereby grants to Licensee and Licensee hereby accepts, upon the terms hereinafter stated, a license to use the Licensee Area as a temporary outdoor public market showcasing hand crafted items, art and merchandise (the "Market"). This License shall be for April 4th and a period of seven (7) months, thereafter commencing on June 6, 2009 and ending on December 31, 2009 (the "Expiration Date"), recommencing by renewed agreement on March 1 through December 31, 2010. Notwithstanding anything to the contrary contained herein, Licensor shall have the right to cancel the Market for any period of three (3) consecutive days for a special event or concert scheduled to occur on the Property or any other repair, alteration or improvement to the Property, provided that (i) Licensor give Licensee at least sixty (60) days advance written notice, and (ii) said cancellation is not deemed to be an early termination of this License by Licensor. In the event Licensor must perform an emergency repair which would substantially impact access to and from the License Area, Licensor shall make reasonable efforts to make another portion of the Property ("Alternative License Area") available for Licensee until the emergency repair is complete and the License Area is in similar condition as existed prior to said emergency repair and is available for Licensee's use. If Licensor is unable to provide Licensee with an Alternative License Area as set forth herein and Licensee must subsequently cancel the Market, Licensee shall have no obligation to pay Licensor any fees received by vendors for any and all Markets cancelled during such repair period. Notwithstanding anything to the contrary

contained herein, Licensor shall have the right to terminate this License before the Expiration Date, without cause, upon giving Licensee thirty (30) day written notice. In the event this License is terminated before the Expiration Date pursuant to this paragraph, the Parties shall have no further rights and obligations under this License.

3. Use and Permits.

(a) Licensee shall be permitted to rent booth space in the Licensee Area to vendors for the operation of the Market. Such vendors shall have the option to (i) rent from Licensee a canopy tent with a width of ten (10) feet and a length of ten (10) feet, or (ii) provide their own tent, provided such tent is approved by Licensee.

(b) If there are any licenses, authorizations or permits required by any governmental agency or authority for the activity permitted under this License, Licensee shall be responsible for obtaining them.

(c) Licensee shall be permitted to supply electricity to the vendors through the use of portable electrical generators, which are available for rent to the vendors, and in no event shall any gasoline powered generator or flammable heat source be used by Licensee or the vendors.

(d) In no event shall the Licensee Area be used for selling or displaying items including weapons, knives, illegal merchandise (including anything that would require a permit to be issued, such as illegal CDs, DVDs and unauthorized knock-offs), explicit sexual materials, food items prepared on the Property, flammable materials, and personal services. Further, vendors shall not leave any merchandise overnight, vendors shall keep their tents clean and free of obstruction and debris. Additional prohibited items include N/A currently being merchandised by stores at Sweet Apple Village.

(e) Licensee shall remove or cause all vendors to remove all garbage and refuse from the License Area as set forth herein. All garbage and refuse from the operation of the Market shall be kept in containers provided by Licensee.

(f) Licensee shall operate the Market in a careful, safe and proper manner and shall keep the License Area and the area immediately surrounding the License Area in a clean and safe condition in accordance with this License, local ordinances and the directions of the manager of the Property and public safety officers. Further, Licensee shall not place or permit any obstructions, garbage, refuse, merchandise or displays in such areas, provided that the foregoing provision shall not apply to any signage permitted hereunder.

(h) No loudspeakers, televisions, flashing lights shall be used by Licensee unless specifically approved by Licensor.

(i) Licensee shall not permit any activities in the Market which emit odor or cause any unreasonable noise discernible to other tenants occupying space on the Property.

4. **Hours.** Licensee shall operate the Market during the hours of 9 a.m. through 5 p.m. on Saturday and 9 a.m. through 5 p.m. on Sunday, or as subsequently agreed upon provided, however, that (i) Licensee shall be permitted to cancel the Market due to inclement weather; (ii) Licensee shall have access to the Licensee Area at 8 a.m. on any days of operation; (iii) Licensee shall remove or cause all vendors to remove all equipment, display, merchandise, garbage and debris within one (1) hour(s) after the Market closes for the day; and (iv) all vendors shall remove any and all vehicles from the Property to an offsite parking area prior to the daily opening time for the Market. Notwithstanding anything to the contrary contained herein, the Parties shall be permitted to change the days and hours of operation of the Market, provided that the Parties mutually agree on such change.

5. **License Fee.** In consideration for this License, Licensee shall pay Licensor, without notice or demand, an amount equal to ten percent (10%) of tent rental fees and registration fees actually received by Licensee during each calendar month of the term of this License ("License Fee"). The License Fee for the preceding calendar month shall be due and payable to the Licensor on or before the fifth (5th) business day after the last day of the preceding calendar month. Upon written request by Licensor, Licensee shall deliver to Licensor a written statement signed by Licensee of all reservations and payments received for any Market. Licensee shall not issue a refund to any vendor for a cancellation by such vendor provided, however, that Licensee may be permitted to issue a "raincheck" (at no additional cost to the vendor) to be used by such vendor for space in the Market and/or a tent, if applicable, on the day (if such day is a Saturday or Sunday) immediately following the cancelled day. Licensee shall timely pay any and all licenses, taxes and permit fees which may be assessed against either Licensor or Licensee because of the use of the License Area by Licensee or the fees paid by Licensee to Licensor.

6. **Insurance.** During the term of this License, Licensee shall carry commercial general liability insurance with a minimum limit of Two Million and No/100 Dollars (\$2,000,000) general aggregate for bodily injuries to or death of any number of persons as a result of any occurrence and One Hundred Thousand and No/100 Dollars (\$100,000) for property damage. All such insurance policies shall contain a provision that Licensor and Licensee shall be given a minimum of ten (10) days written notice by the insurance company prior to cancellation, termination or change in such insurance. Licensee's policy or policies shall name Licensor as additional insured. All such insurance carriers shall be rated A-VII or better by Best's and shall be authorized to do business in the state in which the Property is located. Licensor warrants that during the term of this License, it will maintain all of the foregoing types of insurance with minimum limits and terms specified above, and that Licensor shall maintain fire and extended risk property insurance for the full insurable replacement cost of its property. Licensor hereby waives any right against Licensee on account of any loss or damage arising from any risk that would be covered by such insurance or that is covered by Licensor's insurance, and Licensor shall look solely to its insurance coverage for recovery as to any damage to or loss of property. Licensee hereby waives any right against Licensor on account of any loss or damage arising from any risk that would be covered by such insurance or that is covered by Licensee's insurance, and Licensee shall look solely to its insurance coverage for recovery as to any damage to or loss of property. Each of the Parties shall cause any special form property insurance policies and, to the extent

mutually available, any liability insurance policies, that it maintains to contain a provision whereby the insurer waives any (i) rights of subrogation and (ii) rights of recovery against the other Party.

7. **Indemnification.** As of the date of the first Market on the Property, Licensee shall indemnify and hold Licensor, its managers, employees, agents, and contractors harmless from and against any and all claims, actions, liens, demands, expenses and judgments for loss, damage or injury to property or persons resulting or occurring by reason of Licensee's activities hereunder and any person claiming by, through or under Licensee resulting from any accident or occurrence anywhere in, on or about the Property during the hours of 8 a.m. and 6 p.m., one (1) hour(s) after the daily closing time of the Market. The foregoing shall not apply to any loss, claim, damage, liability or expense arising out of or resulting from any negligent, willful or otherwise wrongful act or omission of Licensor or its agents, contractors or employees. As of the date of the first Market on the Property, Licensor shall indemnify and hold Licensee, its managers, employees, agents, and contractors harmless from and against any and all claims, actions, liens, demands, expenses and judgments for loss, damage or injury to property or persons resulting or occurring by reason of Licensor's activities hereunder and any person claiming by, through or under Licensor resulting from any accident or occurrence anywhere in, on or about the Property. The foregoing shall not apply to any loss, claim, damage, liability or expense arising out of or resulting from any negligent, willful or otherwise wrongful act or omission of Licensee or its agents, contractors or employees.

8. **Default and Remedies.** If either Party shall be in default in the performance of any of the covenants, terms, conditions or provisions of this Agreement, and the number of such defaults (despite any cure thereof), whether reoccurring, similar, related or completely unrelated, totals two (2) or more, then either Party may, in addition to any and rights and remedies at law and in equity, terminate this License and, thereafter, both Parties shall be relieved of all obligations accruing after the date of such termination.

9. **Signage.** Licensee shall be permitted, at Licensee's sole cost and expense, to install one (1) professionally prepared permanent sign at a location on the Property mutually agreed upon by both Licensor and Licensee. The size, design and material of such permanent sign shall be subject to Licensor's reasonable approval and local ordinances. Licensee shall be permitted, at Licensee's sole cost and expense, to display, in areas of the Property previously approved by Licensor, temporary professionally prepared advertising signs for the Market and directional signs for parking, provided that the aforementioned signage shall be (i) subject to Licensor's reasonable approval; (ii) in accordance with local ordinances; and (iii) in place as early as 8 a.m. on the day of a Market and removed within one (1) hour(s) after the end of the Market for the day.

10. **Waste.** Licensee shall not harm the Property or any part thereof, commit waste, create nuisance, make any use of the License Area which is offensive in Licensor's reasonable opinion, nor permit any activity which would, in Licensor's reasonable opinion, tend to injure the reputation of the Property. Licensee shall not make alterations or additions to the Property, without the prior written consent of Licensor. Licensee shall comply with all laws, ordinances, orders and regulations affecting the Property.

11. Notice. Any payments or notices required under this License are to be delivered by hand delivery or overnight courier to the following addresses, or to such other address as either Party may designate from time to time by written notice.

Licensor: Sweet Apple Village
c/o AMG Retail, LLC
2440 Old Milton Parkway, Suite 400
Alpharetta, GA 30009

Licensee: Patrick Dennis, President
Atlanta Foundation for Public Spaces, LLC

12. Miscellaneous.

(a) Licensor hereby warrants and represents that it has the authority to grant this License and that the use of the License Area by Licensee will not violate any prohibited uses or exclusives of any tenant occupying space in the Property and if such Licensee's use does violate any prohibited uses or exclusives, Licensor shall hold Licensee harmless for such violation.

(b) Licensee shall not sell, assign, mortgage, pledge, sublicense, grant concession or transfer this License or any interest herein, without Licensor's prior written approval, which may not be unreasonable conditioned, withheld or delayed.

(c) This License is subject and subordinate to any and all recorded documents affecting the Property and as may be amended from time to time, provided that such amendments do not abridge Licensee's rights or increase its liabilities hereunder.

(d) This License contains all the covenants, promises, agreements, conditions and understandings between the Parties. There are no other agreements, either oral or written, between them other than those set forth in this License.

(e) Licensor shall have no personal liability with respect to this License. If a breach by Licensor occurs, Licensee shall look solely to the equity of the Licensor from the Property (and any rents received therefrom) for the satisfaction of Licensee's remedies.

(f) This License shall be governed by, construed and enforced in accordance with the laws of the state where the Property is located.

(g) Nothing contained in this License shall be considered as in any way constituting a partnership between Licensor and Licensee. Licensee agrees that it does not and shall not claim at any time any leasehold interest, nor a license coupled with an interest, nor any other interest or estate of any kind or extent whatsoever in any part of the Property.

The parties have executed this License made the day and year first above written.

LICENSEE:

**THE ATLANTA FOUNDATION
FOR PUBLIC SPACES, L.L.C.,**
a Georgia limited liability company

By: 

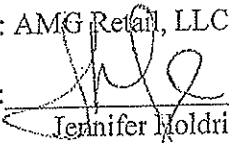
Its: President

Date: 2-14-09

LICENSOR:

SWEET APPLE VILLAGE, LLC,
a Georgia limited liability company

By: AMG Retail, LLC

By: 
Jennifer Moldridge

Its: Agent

Date: 2/16/09

vs.062607

EXHIBIT "A"

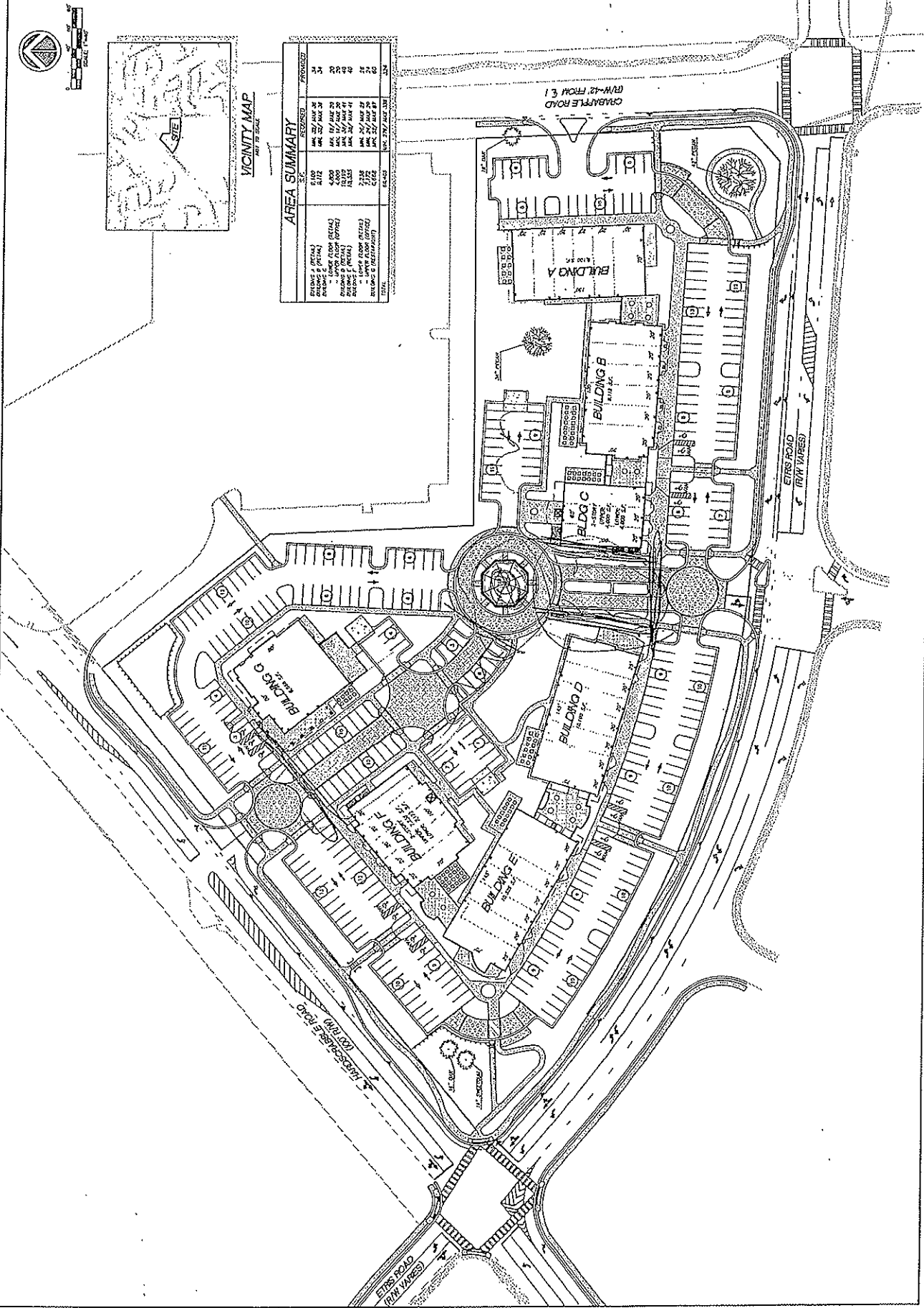
[SITE PLAN TO BE INSERTED]



LAI ENGINEERING
 PARKWAY CENTER
 1800 PARKWAY PL. - STE. 220
 MARIETTA, GA 30067
 PHONE: 770-421-8807
 FAX: 770-423-1262
 WWW.LAIENGINEERING.COM

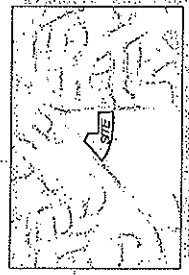
REVISIONS

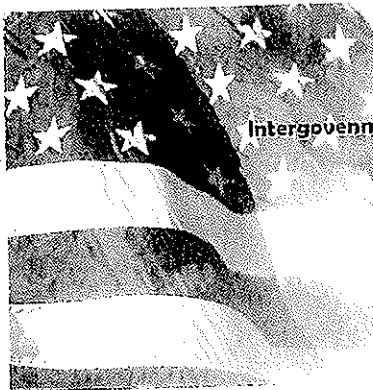
SWEET APPLE VILLAGE
 REVIEWED FOR: CORNERSTONE DEVELOPMENT PARTNERS, LLC
 CITY OF MARIETTA, GA



AREA SUMMARY

NO.	DESCRIPTION	AREA (SQ. FT.)	PERCENTAGE
1	LOT 1 (TOTAL)	6,100	100%
2	LOT 2 (TOTAL)	4,112	67%
3	LOT 3 (TOTAL)	4,500	74%
4	LOT 4 (TOTAL)	5,500	90%
5	LOT 5 (TOTAL)	7,218	118%
6	LOT 6 (TOTAL)	10,000	164%
7	LOT 7 (TOTAL)	15,000	246%
8	LOT 8 (TOTAL)	20,000	328%
9	LOT 9 (TOTAL)	25,000	410%
10	LOT 10 (TOTAL)	30,000	492%
11	LOT 11 (TOTAL)	35,000	574%
12	LOT 12 (TOTAL)	40,000	656%
13	LOT 13 (TOTAL)	45,000	738%
14	LOT 14 (TOTAL)	50,000	820%
15	LOT 15 (TOTAL)	55,000	902%
16	LOT 16 (TOTAL)	60,000	984%
17	LOT 17 (TOTAL)	65,000	1,066%
18	LOT 18 (TOTAL)	70,000	1,148%
19	LOT 19 (TOTAL)	75,000	1,230%
20	LOT 20 (TOTAL)	80,000	1,312%
21	LOT 21 (TOTAL)	85,000	1,394%
22	LOT 22 (TOTAL)	90,000	1,476%
23	LOT 23 (TOTAL)	95,000	1,558%
24	LOT 24 (TOTAL)	100,000	1,640%
25	LOT 25 (TOTAL)	105,000	1,722%
26	LOT 26 (TOTAL)	110,000	1,804%
27	LOT 27 (TOTAL)	115,000	1,886%
28	LOT 28 (TOTAL)	120,000	1,968%
29	LOT 29 (TOTAL)	125,000	2,050%
30	LOT 30 (TOTAL)	130,000	2,132%
31	LOT 31 (TOTAL)	135,000	2,214%
32	LOT 32 (TOTAL)	140,000	2,296%
33	LOT 33 (TOTAL)	145,000	2,378%
34	LOT 34 (TOTAL)	150,000	2,460%
35	LOT 35 (TOTAL)	155,000	2,542%
36	LOT 36 (TOTAL)	160,000	2,624%
37	LOT 37 (TOTAL)	165,000	2,706%
38	LOT 38 (TOTAL)	170,000	2,788%
39	LOT 39 (TOTAL)	175,000	2,870%
40	LOT 40 (TOTAL)	180,000	2,952%
41	LOT 41 (TOTAL)	185,000	3,034%
42	LOT 42 (TOTAL)	190,000	3,116%
43	LOT 43 (TOTAL)	195,000	3,198%
44	LOT 44 (TOTAL)	200,000	3,280%
45	LOT 45 (TOTAL)	205,000	3,362%
46	LOT 46 (TOTAL)	210,000	3,444%
47	LOT 47 (TOTAL)	215,000	3,526%
48	LOT 48 (TOTAL)	220,000	3,608%
49	LOT 49 (TOTAL)	225,000	3,690%
50	LOT 50 (TOTAL)	230,000	3,772%
51	LOT 51 (TOTAL)	235,000	3,854%
52	LOT 52 (TOTAL)	240,000	3,936%
53	LOT 53 (TOTAL)	245,000	4,018%
54	LOT 54 (TOTAL)	250,000	4,100%
55	LOT 55 (TOTAL)	255,000	4,182%
56	LOT 56 (TOTAL)	260,000	4,264%
57	LOT 57 (TOTAL)	265,000	4,346%
58	LOT 58 (TOTAL)	270,000	4,428%
59	LOT 59 (TOTAL)	275,000	4,510%
60	LOT 60 (TOTAL)	280,000	4,592%
61	LOT 61 (TOTAL)	285,000	4,674%
62	LOT 62 (TOTAL)	290,000	4,756%
63	LOT 63 (TOTAL)	295,000	4,838%
64	LOT 64 (TOTAL)	300,000	4,920%
65	LOT 65 (TOTAL)	305,000	5,002%
66	LOT 66 (TOTAL)	310,000	5,084%
67	LOT 67 (TOTAL)	315,000	5,166%
68	LOT 68 (TOTAL)	320,000	5,248%
69	LOT 69 (TOTAL)	325,000	5,330%
70	LOT 70 (TOTAL)	330,000	5,412%
71	LOT 71 (TOTAL)	335,000	5,494%
72	LOT 72 (TOTAL)	340,000	5,576%
73	LOT 73 (TOTAL)	345,000	5,658%
74	LOT 74 (TOTAL)	350,000	5,740%
75	LOT 75 (TOTAL)	355,000	5,822%
76	LOT 76 (TOTAL)	360,000	5,904%
77	LOT 77 (TOTAL)	365,000	5,986%
78	LOT 78 (TOTAL)	370,000	6,068%
79	LOT 79 (TOTAL)	375,000	6,150%
80	LOT 80 (TOTAL)	380,000	6,232%
81	LOT 81 (TOTAL)	385,000	6,314%
82	LOT 82 (TOTAL)	390,000	6,396%
83	LOT 83 (TOTAL)	395,000	6,478%
84	LOT 84 (TOTAL)	400,000	6,560%
85	LOT 85 (TOTAL)	405,000	6,642%
86	LOT 86 (TOTAL)	410,000	6,724%
87	LOT 87 (TOTAL)	415,000	6,806%
88	LOT 88 (TOTAL)	420,000	6,888%
89	LOT 89 (TOTAL)	425,000	6,970%
90	LOT 90 (TOTAL)	430,000	7,052%
91	LOT 91 (TOTAL)	435,000	7,134%
92	LOT 92 (TOTAL)	440,000	7,216%
93	LOT 93 (TOTAL)	445,000	7,298%
94	LOT 94 (TOTAL)	450,000	7,380%
95	LOT 95 (TOTAL)	455,000	7,462%
96	LOT 96 (TOTAL)	460,000	7,544%
97	LOT 97 (TOTAL)	465,000	7,626%
98	LOT 98 (TOTAL)	470,000	7,708%
99	LOT 99 (TOTAL)	475,000	7,790%
100	LOT 100 (TOTAL)	480,000	7,872%





Patrick Dennis
Governmental Services
Metro Atlanta Real Estate
Intergovernmental Relations Consultant

4705 Lake Forrest Dr. N.E.
Atlanta, Georgia 30342
Phone: 404-408-2127
Fax: 404-252-5356
patrickgovaff@yahoo.com

The Midtown Market logo features a stylized 'M' inside a house-shaped outline. Below it, the text reads "midtownmarket" in a lowercase, sans-serif font, followed by "AN OPEN-AIR EXPERIENCE" in a smaller, all-caps font. The background of the advertisement is a collage of four black and white photographs showing various market stalls and people. The photos are labeled with text: "Antiques" (top right), "Edibles" (bottom left), and "& More" (bottom right). At the bottom of the collage, the website address "www.midtownmarket.net" is printed in a bold, sans-serif font.

Midtown Atlanta's #1 Evening Artist Market.

Located at:
811 Peachtree Road, Atlanta Georgia 30308

P.O. Box 422571 Atlanta • Georgia 30342
www.affps.com

The Atlanta Foundation
for public spaces[®]





midtownmarket
AN OPEN-AIR EXPERIENCE



www.midtownmarket.net

**Midtown Atlanta's Fastest
Growing Farmers Market
and Artist Market**

Located at:
811 Peachtree Road, Atlanta Georgia 30308

P.O. Box 422571 Atlanta • Georgia 30342
www.affps.com

The Atlanta Foundation
for public spaces®

**FREE
TO PUBLIC**