

RESOLUTION NO. 2018-22  
A RESOLUTION AUTHORIZING THE CITY TO AMEND THE  
STADIUM LICENSE AGREEMENT WITH GREEN JACKETS BASEBALL, LLC  
FOR THE MINOR LEAGUE BASEBALL STADIUM  
TO BE CONSTRUCTED BY THE CITY WITHIN THE AREA BOUNDED GENERALLY BY  
GEORGIA AVENUE, WEST RAILROAD AVENUE, CENTER STREET AND THE  
SAVANNAH RIVER

WHEREAS, the City, pursuant to a Master Development Agreement approved by the City by ordinance adopted on January 30, 2017, is to construct a minor league baseball stadium within the area generally referred to as Project Jackson; and

WHEREAS, the City has negotiated a Stadium License Agreement for the utilization of the stadium by Green Jackets Baseball, LLC; and

WHEREAS, the City and Green Jackets Baseball, LLC have negotiated the Stadium License Agreement to allow for the usage of the stadium by Green Jackets Baseball, LLC under specific terms and conditions as set forth in the Stadium License Agreement; and

WHEREAS, the North Augusta City Council approved said agreement on February 20, 2017, and

WHEREAS, the City and Green Jackets Baseball, LLC have negotiated on final costs to allow the City to close out the construction contract with Brasfield and Gorrie, and

WHEREAS, Green Jackets Baseball, LLC has agreed to remunerate the City in the amount of \$132,413 for costs incurred during construction that were costs associated directly to the team and not the City; and

WHEREAS, the Mayor and City Council upon review of the Addendum No. 2 to Stadium License Agreement, a copy of which is attached hereto, marked as "Addendum No. 2 to Stadium License Agreement" and incorporated by reference, do believe that such Agreement represents a reasonable business arrangement by the City with Green Jackets Baseball, LLC and that such Amendment should be approved and entered into by the City.

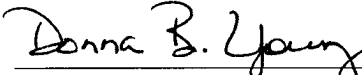
NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of North Augusta, in meeting duly assembled and by the authority thereof, that:

1. The Addendum No. 2 to Stadium License Agreement, as attached hereto, is approved and the City is authorized to enter into such Agreement.
2. The City Administrator is hereby authorized to execute such document on behalf of the City.

DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, ON THIS THE 17<sup>TH</sup> DAY OF SEPTEMBER, 2018.

  
\_\_\_\_\_  
Robert A. Pettit, Mayor

ATTEST:

  
\_\_\_\_\_  
Donna B. Young, City Clerk

**ADDENDUM NO. 2 TO STADIUM LICENSE AGREEMENT**

**by and between**

**GREENJACKETS BASEBALL, LLC**

**and**

**THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA**

**ADDENDUM NO. 2 TO  
STADIUM LICENSE AGREEMENT**

This Addendum No. 2 to Stadium License Agreement (this "Addendum") is made and entered into as of the last date that a party hereto duly executes this Addendum, as such dates are indicated with the signatures of the parties hereto, by and between **GREENJACKETS BASEBALL LLC**, a South Carolina (formerly Georgia) limited liability company ("Licensee"), and **THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA** (the "City") (Licensee and the City are sometimes herein referred to collectively as the "Parties," or each, singularly, as a "Party").

**ARTICLE I  
RECITALS**

This Addendum provides for certain additions, revisions and/or amendments to that certain Stadium License Agreement by and between the Licensee and the City, dated February 20, 2017 (the "Agreement"). Defined terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensee and the City agree as follows and make the following additions or changes a part of the Agreement as if originally contained therein.

**ARTICLE II  
AMENDMENTS TO THE AGREEMENT**

Following are certain provisions of the Agreement by category or subject that have been revised or amended by the terms of this Addendum.

- A. Licensee Allowance: No changes from Addendum #001.
- B. Licensee Allowance, Additional Support: No changes from Addendum #001.
- C. Initial Licensee Contribution of \$1,000,000 towards Construction of the Stadium: No changes from Addendum #001.
- D. Stadium Low Voltage: No changes from Addendum #001.
- E. Additional Change Requests: GreenJackets Baseball, LLC has requested several change orders to be completed by Brasfield & Gorrie, LLC during the Construction of the Stadium. These items have been itemized and attached as Exhibit E. Since the contract with Brasfield and Gorrie, LLC is with the City of North Augusta, GreenJackets Baseball, LLC is agreeing to this Addendum #002 and to the total amount of \$132,413.

Once this Addendum #002 has been executed, GreenJackets Baseball, LLC need to promptly issue a check to the City of North Augusta for this agreed upon

amount. The City of North Augusta will then execute a settlement agreement with Brasfield and Gorrie, LLC for all final changes for the project.

GreenJackets Baseball, LLC agrees that this settles any and all claims GreenJackets Baseball, LLC has against Odell Associates, Inc. and Brasfield & Gorrie, LLC in regard to this Ballpark Stadium.

GreenJackets Baseball, LLC have stated they still have some pending FF&E claims that they may have in regard to this Stadium License Agreement and this Ballpark Stadium project. GreenJackets Baseball, LLC has sent a preliminary list of items and these are being reviewed with the City.

- F. Stadium Signage: No changes from Addendum #001.
- G. Outfield Building: No changes from Addendum #001.

**ARTICLE III**  
**MISCELLANEOUS**

A. Governing Law. This Addendum shall be in governed accordance with the laws of the State of South Carolina.

B. Entire Agreement. This Addendum and the Agreement, as amended, together constitute the final, complete and exclusive written expression of the intent of the Parties with respect to the subject matter hereof and thereof which will supersede all previous verbal and written communications, representations, agreements, promises or statements. Except as amended hereby, the terms and provisions of the Agreement shall remain in full force and effect.

C. Authority. Each of the Licensee and the City represents that it has the authority to be bound by the terms of this Addendum. Once executed by both Parties, this Addendum will, together with the Agreement, constitute a valid and binding agreement, enforceable in accordance with its terms.

D. Mutual Dependency and Severability. All rights and duties contained in this Addendum are mutually dependent on and one cannot exist independent of another, provided that if anyone or more of the provisions contained in this Addendum shall for any reason be held to be invalid, illegal, or unenforceable in any respect, and if such holding does not affect the ability of Licensee to perform and have access to the Stadium for all of its intended business operations as contemplated herein, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Addendum shall be construed as if such invalid, illegal or unenforceable provision was not contained herein.

E. Notices and Addresses. Any notices given under this Addendum shall be given in accordance with the terms and provisions of giving notice under the Agreement.

F. Amendment, Modification, or Alteration. No amendment, modification or alteration of the terms of this Addendum shall be binding unless in writing, dated subsequent to the date hereon and duly executed by the Parties hereto.

G. Counterparts; Facsimile. This Addendum may be executed in any number of counterparts and or exchanged via facsimile, each of which shall be deemed an original, but all such counterparts and/or facsimile or originals together shall constitute but one and the same instrument.

H. Binding Effect/Benefit. This Addendum shall be binding upon and shall inure to the benefit of the Parties hereto and their respective affiliates, successors and assigns.

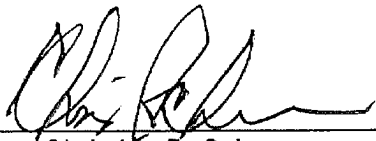
I. Exhibits; Attachments. All exhibits or attachments attached to this Addendum are incorporated into and are a part of said Addendum and the Agreements if fully set out herein and therein.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereunto set their hands and seals on the date written below.

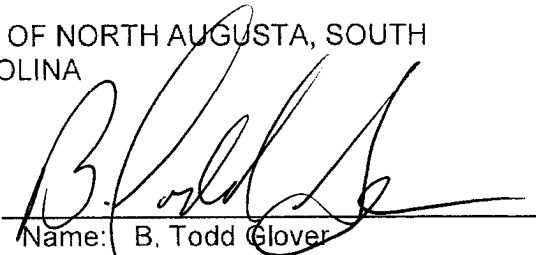
GREENJACKETS BASEBALL, LLC, a South Carolina (formerly Georgia) limited liability company

By: Agon Sports & Entertainment, LLC a Georgia limited liability company, as the Managing Director

By:   
Name: Christian B. Schoen  
Title: Director

Date: 08/21/18

CITY OF NORTH AUGUSTA, SOUTH CAROLINA

By:   
Name: B. Todd Glover  
Title: City Administrator

Date: 08/21/18

Exhibit "E"

List of agreed to Change Orders for B&G, LLC to complete for GreenJackets Baseball, LLC.

Riverside Village  
 City of North Augusta  
 GreenJackets Master List  
 08/20/18

**Exhibit E**

Item #	Respon. for Costs	B&G COR #	CO Item	Ballpark Stadium
1	GreenJackets	COR 063	Mod 28 - Added Electrical for Signage Lighting	\$ 48,279
2	GreenJackets	COR 066	E&F Fence and Gate Changes, Mod 29	\$ 2,464
3	GreenJackets	COR 071	Added Card Readers	\$ 2,362
4	GreenJackets	COR 073	Signage Support Steel / Roofing Re-work, help by City on these costs to settle the change order.	\$ 52,169
5	GreenJackets	COR 077	T&M, 2 outlets in Kid's Zone	\$ 3,334
6	GreenJackets	COR 081	Door readers for GreenJackets	\$ 3,601
7	GreenJackets	COR 090	Damage by AAA on A area event power	\$ 5,576
8	GreenJackets	COR 091	Additional costs for new gate latches, Settled at no cost to GJs.	\$ -
9	GreenJackets	COR 092	Changes to LOGE seating rail	\$ 1,691
10	GreenJackets	COR 100	Data drop for copier (Besco 49), Settled at no cost to GJs.	\$ -
11	GreenJackets	COR 102	Changed outlets for portable food carts (Besco 52)	\$ 1,066
12	GreenJackets	COR 104	RFI- 430 Add outlets for Popcorn machines (Besco 54)	\$ 5,641
13	GreenJackets	COR 106	Added data drop to Hive Storage Area (Besco 56)	\$ 815
14	GreenJackets	COR 112	Changed receptacle to hard wire for convection oven in C, suite pantry room (Besco 63)	\$ 505
15	GreenJackets	COR 121	DLP1-2F Cover and Breaker Mounts due to the Mod 27 Changes (Besco 73), Settled at reduced costs to GJs.	\$ 1,766
16	GreenJackets	COR 137	Door Mods requested by Green Jackets (Besco 90)	\$ 3,144
17	GreenJackets	COR 145	Elevate Loge Seating Drink Rails, Settled at no cost to GJs.	\$ -

Sub-Total \$ 132,413