



Administrative Services Committee Commission Chamber- 8/14/2018- 1:20 PM Meeting

ADMINISTRATIVE SERVICES

1. Discuss ambulance service in Augusta-Richmond County.  [Attachments](#)
(Requested by Commissioner Marion Williams)
2. Motion **approve** recommendation from the **Personnel, Policy and Procedures (PPPM) Subcommittee** to adopt the revised Employee Appeals and Dispute Resolution 12.0 Policy.  [Attachments](#)
3. Discuss the status of the Lake Olmstead Stadium and Lease Agreement. **(Requested by Commissioner Andrew Jefferson)**  [Attachments](#)
4. Motion to approve the minutes of the Administrative Services Committee held on July 31, 2018.  [Attachments](#)

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**Administrative Services Committee Meeting
8/14/2018 1:20 PM
Ambulance Service**

Department:

Presenter: Commissioner Marion Williams

Caption: Discuss ambulance service in Augusta-Richmond County.
(Requested by Commissioner Marion Williams)

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

**Funds are
Available in the
Following
Accounts:**

REVIEWED AND APPROVED BY:



**Administrative Services Committee Meeting
8/14/2018 1:20 PM
Employee Appeals and Dispute Resolution 12.0 Policy.**

Department:

Presenter: PPPM

Caption: Motion **approve** recommendation from the **Personnel, Policy and Procedures (PPPM) Subcommittee** to adopt the revised Employee Appeals and Dispute Resolution 12.0 Policy.

Background:

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Employee Appeals and Dispute Resolution 12.0

#1

August 8, 2018

1.0 POLICY SUMMARY

This policy provides direction and authority to resolve employment related disputes. Each party shall seek guidance from the Human Resources Department regarding such disputes.

	Non Substance- Abuse Termination	Substance Abuse Termination	Suspensions/ Demotions	Other Disputes	INTERNAL
Step 1 Informal within department	X	X	X	X	
Step 2 Department chain of command (if a manager who was not involved in the dispute within the Department is available to hear the dispute)	X	X	X	X	
Step 3 Administrator	X	X	X		
Step 4 Personnel Board	X				

2.0 POLICY STATEMENT:

A. General

It is the policy of Augusta, Georgia to facilitate the fair, equitable and timely resolution of disputes arising from employment with Augusta, Georgia. The goal of the dispute resolution process is for the parties to the dispute to exchange and review information in order to determine whether revision or rescission is warranted of an employment action, corrective action, discharge or other end of employment, or other application of policy, ("covered employment dispute").

INTERNAL

With all disputes an employee is encouraged initially to attempt to resolve the issue informally with his or her immediate supervisor with advice and counsel from the Human Resources Department, (Step 1), although this is not required and does not extend the deadline for filing a written complaint.



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Non-Substance Abuse Terminations

Department directors have the authority to make termination decisions for employees within their department. (Step 2). A decision rendered by a department director is final unless the employee timely appeals to the Administrator's Office.

Appeals to Administrator (Step 3)

An employee who has been terminated may file an appeal to the Administrator within five (5) days after the date of the termination if he or she disputes the termination. The Administrator should render a decision on the appeal within ten (10) days from the date of the employee's appeal to the Administrator. The Administrator may, but is not required to, meet with the employee and/or the department director prior to rendering a decision. If the Administrator upholds the termination decision, such decision is final unless the employee timely appeals to the Personnel Board ("Board"). The Administrator may reverse the termination decision or may reduce the termination to a lesser form of discipline.

Appeals to the Board (Step 4)

The Personnel Board will be composed of twelve (12) individuals, one appointee for each Commissioner and two (2) legislative delegation appointments. In order to be qualified to serve on the Board, an individual should have (but is not required to have) professional or academic experience in employment relations and cannot be an employee of the Augusta, Georgia government.

An employee who is terminated for a non-substance abuse reason may file an appeal to the Board within five (5) days after the date of the decision of the Administrator upholding the termination. Within sixty (60) days from the date of the employee's appeal to the Board, a hearing shall be scheduled. Once a hearing is scheduled, each party may request a continuance if appropriate, but no party can request more than two (2) continuances during the course of an appeal.

The Board shall render a written decision, which sets forth evidentiary reasons for the decision, within ten (10) business days of the close of the hearing. The decision of the Board shall be in writing which shall set forth the reasons for its decision regarding the dispute. The Board shall only have the authority to uphold the termination or to reverse it. When appearing before the Board, employees are responsible for any expenses incurred by them. The decision of the Personnel Board is the final step of the dispute process for non-substance abuse terminations.

Substance Abuse Terminations

If the Department Review does not resolve a substance abuse termination, employ-



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ees terminated pursuant to the substance abuse policies may appeal to the Administrator's office (Step 3) who will have final internal authority to resolve the dispute. Step 4 does not apply to terminations resulting from violations of the substance abuse policies of Augusta, Georgia.

Suspensions/Demotions

If the Department Review does not resolve a suspension/demotion dispute it may be appealed to the Administrator's office who will have final internal authority to resolve the dispute (Step 3). Step 4 does not apply to suspension/demotion appeals.

Other Disputes

Other disputes within the scope of this policy (see Scope below) are to be resolved at the departmental level. If informal discussions cannot resolve a covered employment dispute that does not involve allegations of unlawful discrimination or harassment, it should be submitted to the employee's chain of command, to be addressed, in accordance with department procedure, by a manager(s) who was not involved in the dispute ("Department Review"). Steps 3 and 4 do not apply to disputes that do not involve termination, suspension or demotion. The final step for these disputes is with the department director.

EXTERNAL

Disputes that are not resolved through the Equal Employment Opportunity Complaint Resolution Procedures or at the Administrator's Office or at the Personnel Board may be resolved in a court of law or through alternative dispute resolution.

This Policy does not preclude an employee from filing an administrative complaint with a state or federal government agency.

B. Retaliation

An employee who files a complaint or participates in the complaint process shall not be retaliated against for such conduct.

C. Scope

1. Disputes **Within** the Scope of this Policy

A complaint is a written claim by an employee regarding a specific management action(s) that is alleged to have:

- a.** adversely affected that employee's existing terms and conditions of employment in a material way, and
- b.** violated a provision of the *Personnel Policies or Procedures* or



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c. constituted unlawful discrimination or harassment

2. Disputes **Outside** the Scope of this Policy

a. Concerns or inquiries regarding classification standards, benefits, salary rates for job titles, salary ranges for job classifications, or the contents of the personnel policies. These concerns or inquiries may be submitted to Human Resources for consideration.

b. With the exception of a corrective salary decrease (which is within the scope of this policy), concerns or inquiries regarding an individual employee's rate of pay or change in rate of pay, unless the employee's complaint alleges that the action was taken for unlawful discriminatory or retaliatory reasons in violation of the Equal Employment Opportunity Policy. These concerns or inquiries may be submitted to Human Resources and/or the Office of Compliance for consideration.

c. A request for review of a decision on the classification of a position.

d. A management action taken pursuant to a policy or procedure, unless the complaint alleges that the action was taken violated the terms of the policy or procedure, or for unlawful discriminatory or retaliatory reasons.

3.0 COMPLIANCE RESPONSIBILITIES

Human Resources is responsible for this policy and has the authority to implement the policy. The Human Resources Director may apply appropriate interpretations to administer and clarify the policy provided that the interpretations do not result in substantive changes to the underlying policy.

4.0 PROCEDURES TO IMPLEMENT POLICY

Human Resources may develop procedures or other supplementary information to support the implementation of this policy. Such supporting documentation requires the approval of the Administrator.

5.0 APPLICABILITY

This Policy is applicable to all Augusta, Georgia employees except SES employees.

6.0 DEFINITIONS

A. Unlawful discrimination - an employment decision made in whole or in part on a status protected by law or Augusta's Equal Employment Opportunity Policy.



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- B. Unlawful Harassment - Unwelcome conduct involving any status protected by law or Augusta, Georgia's Equal Opportunity Policy which has the effect of unreasonably interfering with the terms and conditions of employment of an Augusta, Georgia employee.
- C. Termination dispute- A complaint by an employee that his or her employment with Augusta, Georgia was terminated unlawfully or in violation of Augusta, Georgia policy.
- D. Compliance Office - Monitors all activity to insure that no person will encounter unlawful discrimination and/or harassment in employment.
- E. Internal resolution – Attempts to resolve the dispute within the authority of Augusta, Georgia. Steps 1 through 4 of the Employee Appeals and Resolution Policy.
- F. External resolution – Independent agencies outside the jurisdiction of Augusta, Georgia.
- G. Covered Employment Dispute - Except as set forth in section 2.0, C 2, any employment action taken by Augusta, Georgia, including corrective action, discharge or other end of employment action, or other application of Augusta, Georgia's Personnel Policies and Procedures.
- H. Personnel Board (“Board”) - The Board will be composed of twelve (12) individuals, one appointee for each Commissioner and two (2) legislative delegation appointments. In order to be qualified to serve on the Board an individual should (but is not required to) have professional or academic experience in employment relations and not be an employee of the Augusta, Georgia government.
- I. Complaints - A complaint is a written claim by an employee regarding a specific management action (s) that is alleged to have:
 - i. adversely affected that employee’s terms and conditions of employment in a material way, and
 - ii. violated a provision of the *Personnel Policies or Procedures* or
 - iii. constituted unlawful discrimination or harassment



**Administrative Services Committee Meeting
8/14/2018 1:20 PM
Lake Olmstead Stadium and Lease Agreement.**

Department:

Presenter:

Caption: Discuss the status of the Lake Olmstead Stadium and Lease Agreement. **(Requested by Commissioner Andrew Jefferson)**

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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REVIEWED AND APPROVED BY:

PUBLIC FACILITY LEASE AGREEMENT
BETWEEN
THE BOARD OF COMMISSIONERS
OF
RICHMOND COUNTY, GEORGIA
AND
THE CITY COUNCIL OF AUGUSTA, GEORGIA
AS
LESSORS
AND
SCRIPPS BASEBALL GROUP, INC.
AS
LESSEE

#9
3/04/94

Item # 3

PUBLIC FACILITY LEASE AGREEMENT
BETWEEN
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OF
RICHMOND COUNTY, GEORGIA
AND
THE CITY COUNCIL OF AUGUSTA, GEORGIA
AS
LESSORS
AND
SCRIPPS BASEBALL GROUP, INC.
("TEAM")
AS
LESSEE

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EXHIBITS

- Exhibit 1 - The Facility including Parking Area**
- Exhibit 2 - Expenses to be Incurred by City and County**
- Exhibit 3 - Stadium and Appurtenances including Designation of Team's Areas**
- Exhibit 4 - Schematic Design Drawings, Design Development Documents and Construction Documents**
- Exhibit 5 - Standards for Minor League Playing Facilities for Class A Minor League Clubs**
- Exhibit 6 - Detailed description of Parking Area portion of Facility including Designated Parking Spaces for Team**
- Exhibit 7 - A Baseball Facility: Its Construction & Care**
- Exhibit 8 - Equal Opportunity Policy of Team**

PUBLIC FACILITY LEASE AGREEMENT

THIS AGREEMENT is made and entered into on this 5th day of May, 1994, by and among THE BOARD OF COMMISSIONERS OF RICHMOND COUNTY, GEORGIA, hereinafter "Richmond County", a political subdivision of the State of Georgia, and THE CITY COUNCIL OF AUGUSTA, GEORGIA, hereinafter "City of Augusta", a municipal corporation of the State of Georgia, the joint owners of the Facility, hereinafter "LESSOR", SCRIPPS BASEBALL GROUP, INC., a Georgia corporation, hereinafter "TEAM" or "LESSEE" and William H. Scripps, hereinafter "GUARANTOR".

WITNESSETH:

RECITALS OF FACT

1. LESSOR shall construct and shall provide a suitable Facility (described in Exhibit 1 attached hereto) for the operation and play of a professional baseball club and for other activities and events for the accommodation and enjoyment of the public. LESSOR shall make reasonable efforts to have such Facility completed and ready for occupancy by TEAM on or before March 31, 1995.
2. TEAM is the sole owner of the Augusta GreenJackets, a member of the South Atlantic League.
3. TEAM owns the exclusive right to arrange, control, promote, and profit from the Augusta GreenJackets and desires to enter into this Agreement with LESSOR for certain activities and events to be conducted at the Facility, commencing on April 1, 1995.
4. LESSOR desires to permit TEAM to use the Facility for the purpose of playing professional baseball games and for other purposes and TEAM desires to use the Facility for those purposes.
5. LESSOR desires also that food and beverage and other concession services be available through concession operations at the Facility and TEAM is willing and able to provide food and beverage and other concession services through concession operations at the Facility.
6. The Facility will attract visitors to the City and the County, provide economic benefits to the City and the County and the residents of the City and the County, improve and promote tourism within the City and the County, enhance the tax bases of the City and the County, and further the purposes of the City and the County.

7. LESSOR intends to provide residents of the City and the County with an opportunity to attend professional baseball games without the need to travel extended distances and to increase the attractiveness of the City and the County as places in which to reside and to work.
8. LESSOR has full and complete control over the use of the Facility pursuant to authority vested in it by the State of Georgia, and warrants to TEAM that it has the requisite authority to enter into this Agreement and to permit TEAM to use the Facility during the entire term of this Agreement, pursuant to the laws of the State of Georgia, and subject to the limitations hereinafter set forth.
9. TEAM shall serve as General Manager of the Facility subject to the limitations hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each Party, the Parties agree as follows:

DEFINITIONS

As used in this Agreement, the following words and terms shall have the following meanings, notwithstanding any other definitions to the contrary whatsoever:

1. "Parties" or "Parties to this Agreement" shall mean CITY, COUNTY and TEAM.
2. "Major Leagues" shall mean the American League of Professional Baseball Clubs and the National League of Professional Baseball Clubs only, each league is comprised of a number of professional baseball clubs. Each league is known individually as a "Major League".
3. "Major League Clubs" shall mean the professional baseball clubs which are members of the Major Leagues. Each club is known individually as a "Major League Club".
4. "South Atlantic League" or "League" shall mean the South Atlantic League of Professional Baseball Clubs, Inc., a North Carolina Corporation, a full season Class A professional baseball league, a member of the National Association of Professional Baseball Leagues, Inc., one of the Minor Leagues of professional baseball, as now or as hereafter constituted and of which the Augusta GreenJackets is now a member, or such successor or other professional baseball league or association of professional baseball clubs of which the Augusta GreenJackets may from time to time be a member.

5. "Minor Leagues" shall mean the professional baseball leagues which are the members of the National Association of Professional Baseball Leagues, Inc. Each league, including the South Atlantic League, is known individually as a "Minor League".
6. "Minor League Clubs" shall mean the professional baseball clubs which are the members of the respective Minor Leagues. Each club, including the Augusta GreenJackets, is known individually as a "Minor League Club".
7. "Augusta GreenJackets" shall mean the Augusta GreenJackets Professional Baseball Club, or by whatever name such professional baseball club now known as the "Augusta GreenJackets" may be known in the future in the event the name of the Augusta GreenJackets is changed by TEAM, a member of the South Atlantic League, which professional baseball club is wholly owned by TEAM, as such professional baseball club is now or hereafter constituted, or such successor or other professional baseball club permitted by TEAM to play its home games at the Facility.
8. "Championship Season" shall mean the regular annual period of play of professional baseball games by the member clubs of the South Atlantic League, including any playoff games or any championship series playoff games, resulting in the determination of one of the members of the South Atlantic League as the champion of that League.
9. "National Association of Professional Baseball Leagues, Inc.," shall mean the administrative and governmental body of the Minor Leagues, of which every Minor League is required to be a member.
10. "Organized Baseball" shall mean the Major Leagues and the Minor Leagues collectively.
11. "Team Professional Baseball Games" shall mean any Home Games and any other activity or event which is conducted by or for TEAM and related to or held in conjunction with any Home Game.
12. "Other Professional Baseball Games" shall mean professional baseball game other than those played by TEAM.
13. "Non-Professional Baseball Uses" shall mean any activities or events, other than (1) Organized Baseball activities or events, (2) Team Professional Baseball Games, and (3) Other Professional Baseball Uses, whether conducted by LESSOR, TEAM or any third party with the approval of LESSOR or TEAM, and in a manner consistent with this Agreement.

14. "Facility" shall mean the stadium and its appurtenances, including the parking area or areas required by Section 12 of this Agreement, at which the Augusta GreenJackets shall play all Home Games, which stadium and its appurtenances LESSOR shall cause to be constructed and shall provide to TEAM as required herein, all as set forth in Exhibits 3 and 4, attached hereto.
15. "League Schedule" means the schedule officially adopted and promulgated by the South Atlantic League for each Championship Season which sets forth a listing of the professional baseball games to be played during each such Championship Season by South Atlantic League clubs as the competition among such clubs resulting in the determination of one of the clubs as the champion of the League for that Championship Season, and the dates and the locations at which all of such games are scheduled to be played.
16. "Home Game" shall mean any South Atlantic League game scheduled to be played or played by TEAM at the Facility during any Championship Season.
17. "Professional Baseball Configuration" shall mean that configuration of the playing field at the Facility which shall conform to the requirements of the OFFICIAL PROFESSIONAL BASEBALL PLAYING RULES and the PROFESSIONAL BASEBALL AGREEMENT in effect during the term of this Agreement.
18. "Lease Years" shall mean that period commencing on October 1 and ending on September 30 next immediately following for that entire period of the last nine (9) years of this Agreement (commencing on October 1, 1995, and ending at 11:59 P.M., September 30, 2004), and the periods during any extension of this Agreement as is authorized by TEAM pursuant to Section 3 of this Agreement, and that period commencing on April 1, 1995, and ending on September 30, 1995, which shall be used to mean the first year of the ten (10) Lease Years of this Agreement.
19. "Team's Areas" shall mean those areas of the Facility designated on Exhibit 3, attached hereto, which TEAM shall have for its exclusive use during the term of this Agreement.
20. "City" shall mean the City Council of Augusta, Georgia, a municipal corporation of the State of Georgia.
21. "County" shall mean Richmond County, Georgia, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners.

22. "Commission" shall mean the Augusta-Richmond County Stadium Commission established by joint resolution of the City and County for the operation and supervision of the Facility.

1. TERM OF LEASE. LESSOR agrees to lease, demise and permit TEAM to use and TEAM agrees to lease and use, for the period stated herein, and upon the terms and conditions stated herein, certain property with improvements therein situate in the City, and sometimes referred to herein as the "Facility", and described on Exhibits 1 and 3, attached hereto.

Subject to the compliance by LESSOR with its agreements hereunder with TEAM, and subject to the compliance by TEAM with its agreements hereunder with LESSOR, TEAM agrees that the Augusta GreenJackets shall engage in the business of professional baseball and shall play its Home Games at the Facility for a period of ten (10) Lease Years commencing on April 1, 1995, and ending at 11:59 P.M., September 30, 2004.

2. LEASE PAYMENTS. As further consideration for this Agreement and as payment due to LESSOR for LESSOR'S agreement to permit TEAM to use the Facility and for TEAM'S use of the Facility, TEAM agrees for each Lease Year during the entire term of this Agreement other than the first Lease Year, TEAM shall pay to LESSOR the sum of Fifty Thousand Dollars (\$50,000.00). With respect to the first Lease Year only, TEAM shall pay to LESSOR the sum of Twenty-Five Thousand Dollars (\$25,000.00).

For each Lease Year during the term of this Agreement other than the first Lease Year, TEAM shall pay such ANNUAL RENTAL to LESSOR in the following manner: On the first day of each and every month of each of such Lease Years during the entire term of this Agreement, TEAM shall pay to LESSOR the sum of Four Thousand One Hundred Sixty-Six Dollars and 67/100 (\$4,166.67). With respect to the first Lease Year only, TEAM shall pay such ANNUAL RENTAL to LESSOR in the following manner: On the first day of April, on the first day of May, on the first day of June, on the first day of July, on the first day of August, and on the first day of September, TEAM shall pay to LESSOR the sum of Four Thousand One Hundred Sixty-Six Dollars and 67/100 (\$4,166.67).

It is specifically provided by and between the Parties that TEAM shall pay fifty percent (50%) of all of these such payments required by this Section 2 to the CITY and the remaining fifty percent (50%) of all of such payments required by this Section 2 to the COUNTY and LESSOR specifically agrees with TEAM that TEAM shall have no obligation to determine the application of the proceeds.

3. OPTION FOR EXTENSION. TEAM shall have the option to extend this Agreement for a ten (10) year period, which shall

commence on October 1, 2004, and end at 11:59 P.M., September 30, 2014.

The terms of this Agreement during such extension shall be exactly those in effect at the time of the expiration of the initial period, except that rental payments during the option period shall be as follows:

The fixed rental of Fifty Thousand and No/100 (\$50,000) Dollars per year which TEAM shall pay as provided in Section 2 shall increase every year during the renewal term as provided below.

For the first year of the renewal term (i.e. October 1, 2004 - September 30, 2005), the rental shall be Fifty-five Thousand and No/100 Dollars (\$55,000.00) per year.

As promptly as practicable after the end of each year of the renewal term of this lease the required increase in rent shall be based upon the Consumer Price Index, All Items ("CPI") published by the Bureau of Labor Statistics of the United States Department of Labor. The parties intend to provide for increased rent every year and agree that if the following formula shall otherwise provide for a decrease in rent there shall be no such decrease and the rent shall remain the same as during the prior term:

(i) The CPI for the month of July, 2004, shall be the "Base Index Number". The "Current Index Number" for any Lease Year shall be the CPI for the July immediately preceding the beginning of such Lease Year.

(ii) The Current Index Number shall be divided by the Base Index Number. The quotient thereof shall be multiplied by Fifty-five Thousand and No/100 Dollars (\$55,000.00) to determine the increased rental amount.

This option for extension provided for in this Section 3, shall be exercised by TEAM, if at all, by TEAM mailing written notice of intent to extend to LESSOR by Certified Mail, Return Receipt Requested no later than two (2) years (by September 30, 2002) before the end of the Lease term.

4. USE OF FACILITY. For the purpose of conducting Team Professional Baseball Games, or Other Professional Baseball Games, TEAM shall be the preferred user of the Facility during each Lease Year and shall have first priority of dates over all other activities and events at the Facility. It is specifically provided that should LESSOR permit the use of the Facility for any Non-Professional Baseball Uses that LESSOR shall restore the Facility to the Professional Baseball Configuration at least ten

(10) hours prior to the next scheduled Organized Baseball activity or event, Team Professional Baseball Game, or Other Professional Baseball Game.

During each Lease Year, TEAM shall have access to the Facility at all times and on a daily basis and shall have exclusive access to the Team's Area as shown on Exhibit 3 attached hereto, notwithstanding any other provision hereof to those areas, such as the Team's administrative offices, which are designated herein or on the Exhibits as being areas exclusively for use by TEAM. TEAM shall have the sole, exclusive, and absolute right to use and occupy the Facility beginning not less than ten (10) hours prior to the scheduled starting time of each Organized Baseball activity or event, Team Professional Baseball Game, or Other Professional Baseball Game and continuing until at least five (5) hours after the completion of each such Organized Baseball activity or event, Team Professional Baseball Game, or Other Professional Baseball Game.

Except for the Team's Areas as shown on Exhibit 3 attached hereto, LESSOR intends and reserves the right during all portions of any Lease Year to use the Facility for Non-Professional Baseball Uses or to permit third parties to use the Facility for such Non-Professional Baseball Uses which do not conflict in any way with any use of the Facility by TEAM for Team Professional Baseball Games or with other Professional Baseball Games as provided in Section 24 and elsewhere herein.

Events shall be scheduled at the Facility by notifying TEAM who shall act as general manager of the Facility subject to the limitations set forth in Section 10 below and LESSOR may schedule such events at the Facility so long as they do not interfere with TEAM'S priority use of the Facility as described above or with events previously scheduled by TEAM as general manager of the Facility.

Further, it is expressly understood by the Parties that there is a practical need for TEAM to advise LESSOR of its intended schedule of uses of the Facility well in advance of those uses so that LESSOR may have the opportunity to schedule other activities or events at the Facility. Accordingly, TEAM shall furnish LESSOR its League Schedule within ten (10) days of official receipt of the same by TEAM, provided, however, LESSOR shall not schedule any events for a calendar year until the League Schedule is furnished to LESSOR or TEAM consents to said scheduling and said consent shall not be unreasonably withheld.

Notwithstanding the foregoing, (1) in no event shall LESSOR or TEAM permit any use of the Facility which causes or may cause any material damage to the Professional Baseball Configuration or to the playing surface of the Facility which cannot be repaired at the expense of the damaging party prior to the next scheduled Team

Professional Baseball Game or Other Professional Baseball Game and (2) LESSOR shall prohibit usage of any third party within the Team's Areas as described in Exhibit 3 attached hereto.

Provided, however, that the LESSOR shall permit no use of the Facility which shall or may adversely affect the territorial rights of the TEAM as the same are defined by the Professional Baseball Agreement. Further, it shall be the absolute responsibility of the TEAM to provide the LESSOR with a copy of the Professional Baseball Agreement and any and all changes, alterations or amendments thereto, otherwise the LESSOR shall have no such obligation to the TEAM.

5. DESIGN OF FACILITY. CITY shall employ Robert S. Woodhurst, III, FAIA, of The Woodhurst Partnership, as its architect to design the Facility and CITY shall employ a general contractor to construct the Facility. CITY shall design the Facility in two (2) phases: (1) "Schematic Design" and (2) "Design Development".

Upon the execution of this Agreement, CITY shall cause the architects to proceed with the design of the Facility. CITY shall provide TEAM and COUNTY with copies of the fifty percent (50%), and of the one hundred percent (100%) complete Schematic Design drawings and Design Development documents for review and comment by TEAM and approval by COUNTY. CITY shall cause the architects to schedule a complete presentation/work session with LESSOR and TEAM which shall be held within five (5) business days from the date of delivery of each set of drawings and documents, respectively, to facilitate review and comments. In addition to the foregoing, TEAM and LESSOR shall meet with the architects as often as is reasonably necessary to review all available drawings and documents, and, prior to all of such meetings, CITY shall cause the architects to supply all such drawings and documents to TEAM and County.

Once Design Development documents have been completed and approved by the Parties, CITY shall cause the architects to produce Construction Documents based upon the approved Design Development documents and CITY shall cause its general contractor or contractors to construct the Facility in strict accordance and consistent with the Design Development documents and with this Agreement. The Schematic Design drawings, the Design Development documents, the Construction Documents and the design and development schedule for the Facility, as approved by LESSOR and TEAM shall be marked "Exhibit 4", attached hereto, and shall become a part of this Agreement just as if the same were set forth fully herein verbatim. It is specifically understood and agreed by the Parties that the drawings and documents, respectively, shall not preclude the Parties from agreeing upon Change Orders during the construction of the Facility.

Subject to the spending limitations set forth in this Agreement, LESSOR agrees that the Facility shall meet or exceed the Standards for Minor League Playing Facilities for Class A Minor League Clubs as the same are set forth in the PROFESSIONAL BASEBALL AGREEMENT (Major League Rule 40 and Attachment D, Facility Standards and Compliance Inspection Procedures), as set forth on Exhibit 5, attached hereto.

The design of the Facility is subject to review and approval by TEAM strictly within the terms, conditions, and constraints of Exhibit 5, attached hereto, and within the construction budget as established by and at the discretion of LESSOR.

6. CONSTRUCTION OF FACILITY. The City and County each agree to incur costs not to exceed One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00) each for the construction of improvements and renovations to Heaton Field which shall be so constructed, lighted and equipped at least to meet the minimum standards of the Professions Baseball Agreement of 1991. The expenses to be incurred are listed in Exhibit 2 attached hereto. Subject to the spending limitations CITY agrees, immediately after the execution of this Agreement, to construct the Facility at a cost and expense to the CITY and COUNTY not to exceed One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00) each and not at the cost and expense of TEAM, as expeditiously as possible, for use by TEAM pursuant to this Agreement. CITY shall construct the Facility in compliance and conformity with the following preliminary details which are reflected substantially in the schematics set forth on Exhibit 4, attached hereto. To the extent permitted by the spending limitations set forth in this agreement the Facility shall be of a design and quality as is further detailed on Exhibit 4, attached hereto, and, in all respects, the Facility shall be of a quality, as to aesthetics, materials used, and workmanship, comparable to or better than the facility known as McKechnie Field, Pirate City, situated in Bradenton, Florida. The Facility shall have a natural grass professional baseball field and playing surface constructed and maintained in the Professional Baseball Configuration for use by TEAM. The Facility shall have a minimum seating capacity for the viewing of professional baseball games of 4,000 permanent, fixed seats. The Facility shall contain the number of luxury stadium suites or "sky boxes", if any at all, as the construction budget provided by LESSOR shall permit. If any luxury stadium suites or "sky boxes" are constructed, one (1) shall be available for the exclusive use of or subletting by TEAM, and shall be selected by TEAM at its discretion, which discretion shall not be questioned by anyone, including LESSOR, and the remaining number of which, if any at all, TEAM shall be authorized to use and to sublet and receive the revenue therefrom for all activities and events held or conducted at the Facility. The Facility shall contain a reasonable amount of unfinished office space in such size and dimension as are agreed upon by and between the Parties, which TEAM shall have for its exclusive use during the term of this

agreement for the conduct of its business. The Facility shall also contain a stadium club (restaurant, lounge, activity or event viewing area) suitably located as mutually agreed upon by LESSOR and TEAM, if the cost of construction of such stadium club in the Facility shall be financially feasible and within the construction budget. LESSOR shall continue to work with TEAM throughout all aspects of the design of the Facility to assure that TEAM'S needs and the foregoing obligations are met. LESSOR shall construct the Facility upon certain property situate in the City and described on Exhibit 1, attached hereto.

7. PAYMENT BY CITY AND COUNTY. Within ten (10) days after the architect for the Facility submits bills for the design of the Facility to the City and County or bills for the construction of the Facility approved by the architect, the City and County shall each pay one half of the total amount of each bill to the billing party.

The County shall be a party to any contract in connection with the construction of the Facility for the limited purpose of agreeing to pay one half of each contractor's approved bill as provided above.

8. THIRD PARTY BENEFICIARY. LESSOR and TEAM all acknowledge the importance to TEAM of the Facility being substantially complete and available and adequate for use by TEAM on or before April 1, 1995. Therefore, in any construction contracts for the Facility, TEAM shall be designated as a third party beneficiary and specifically given the right to enforce said contracts and shall further be given the right to have inserted in said contracts penalties to be paid to TEAM in the event the contractor fails to meet the required schedule. The terms and provisions of said contracts shall be approved by TEAM which approval shall not be unreasonably withheld.

9. COMPLETION DATE. The Parties shall make reasonable efforts to have the Facility substantially completed and available and adequate for use by TEAM on or before April 1, 1995. "Substantially completed and available and adequate for use" for the purposes of this Agreement shall mean that a Certificate of Occupancy and all required rights, authorizations, or permits shall have been issued for the Facility and that all aspects of the Facility shall have been constructed in substantial compliance in all material respects with this Agreement on or before March 31, 1995.

In the event that a certain area or areas of the Facility is or are substantially completed and available and adequate for use by TEAM on or before April 1, 1995, then TEAM may use such area or areas of the Facility before April 1, 1995, upon the receipt of written consent therefor from LESSOR, which consent shall not be withheld unreasonably.

10. MANAGEMENT OF FACILITY and REVENUE. Subject to the approval of LESSOR acting through the COMMISSION, the TEAM shall be the general manager of the Facility and shall be responsible for scheduling events subject to the right of LESSOR herein to schedule events as provided in Section 4.

For Team Professional Baseball Games, and Other Professional Baseball Games, TEAM shall receive all revenue, including but not limited to, revenue from ticket sales as provided in Section 11, revenue from parking as provided in Section 12 and revenue from concessions as provided in Section 13.

For all events, other than Team Professional Baseball Games and Other Professional Baseball Games, for which TEAM agrees to provide operational and maintenance services by furnishing the personnel to operate the Facility and cleanup after the event (TEAM Sponsored Events), TEAM shall receive all parking and concession revenue and 75% of ticket sales. Provided, however, TEAM shall not be required to schedule an event for which it provides operational and maintenance services unless TEAM is assured of receiving at least its actual cost of providing such services, which actual costs shall not exceed Fifteen Hundred and No/100 Dollars (\$1,500.00).

In addition TEAM shall receive all advertising and related revenue as provided in Section 14 and broadcasting and related revenue as provided in Section 15.

If CITY or COUNTY wishes to schedule events at the Facility, which will not produce such revenue, such Party will provide the necessary personnel to operate the Facility for such events and the clean-up after such events except that LESSOR and TEAM agree that the concession facilities owned by TEAM will not be operated by any third party so such concession facilities will not be available at the Facility unless operated by the TEAM.

11. TICKET SALES. TEAM shall set ticket prices for all events at the Facility and, subject to the provisions of Section 10 of this Agreement, shall be entitled to receive and retain all revenues from ticket sales. TEAM agrees to consult periodically with the COMMISSION concerning prices to be charged for tickets, but reserves the right to fix the prices for tickets in TEAM'S reasonable discretion.

TEAM shall also be entitled to charge admission, participation, and related fees and charges in connection with its operation of any of its other events or activities at the Facility.

12. **PARKING.** LESSOR shall provide a parking area or areas within a reasonable distance of the Facility for use by TEAM and to accommodate persons attending, participating, or servicing any and all activities or events, including Organized Baseball activities and events, Team Professional Baseball Games, Other Professional Baseball Games, and Non-Professional Baseball Uses conducted, sponsored, or permitted by TEAM as is contemplated by this Agreement. Additionally, specifically, LESSOR shall make available free of charge to TEAM, in an area immediately adjacent to the stadium located at the Facility and inaccessible to the public as a result of fences, walls, gates, or similar barriers, sufficient parking spaces, but in any event, not less than sixty (60) paved spaces, for TEAM'S players and other personnel, and press, radio, and television personnel, and such other persons as may be designated for use of such paved spaces by TEAM, such area of sixty (60) paved spaces is described on Exhibit 6, attached hereto. TEAM and its officers, employees, agents, representatives, designees, and advisors shall have access to such sixty (60) paved spaces as described on Exhibit 6, attached hereto, on a year-round, twenty-four (24) hours per day basis.

Subject to the spending limitations set forth herein, LESSOR warrants and agrees that the parking area or areas together with other available parking shall meet or exceed the STANDARDS FOR MINOR LEAGUE PLAYING FACILITIES for Class A Minor League Clubs as the same are set forth in the PROFESSIONAL BASEBALL AGREEMENT (Major League Rule 40 and Attachment D, Facility Standards and Compliance Inspection Procedures), as set forth on Exhibit 5, attached hereto.

TEAM shall cooperate with LESSOR regarding the use of such parking area or areas and with the specific exception of such sixty (60) paved spaces as described on Exhibit 6, attached hereto, shall permit such parking area or areas to be used to accommodate temporary vehicular parking during all activities held at the Facility.

TEAM shall operate, control, maintain and clean the parking area or areas at the Facility to the extent provided herein. For all events other than Team Professional Baseball Games and Other Professional Baseball Games for which TEAM is responsible for providing operational and maintenance services (TEAM Sponsored Events), TEAM shall provide cleanup after activities, security, utilities, insurance (including garage keeper's insurance) and shall retain all revenues generated from the operation of such parking area or areas at the Facility during all activities or events held at the Facility during the entire term of this Agreement, including those activities or events held at the Facility and sponsored by not-for-profit entities.

TEAM agrees to consult periodically with LESSOR concerning fees to be charged by TEAM for parking at the Facility and TEAM

shall notify COMMISSION of any intended change of the fees to be charged for parking at the Facility not less than thirty (30) days before the date that such intended change shall become effective. Notwithstanding the foregoing, TEAM shall have the exclusive authority to fix and set the fees to be charged for parking at the Facility. Initially, for the purpose hereof, a two dollar (\$2.00) or lesser charge for parking at the Facility shall be presumed to satisfy the requirements of this Section 12.

13. CONCESSIONS. Except as otherwise provided herein TEAM shall be the sole, exclusive, and absolute food, beverage, alcoholic beverage, and catering concessionaire for all activities or events held at the Facility for the entire term of this Agreement. Such concession items may include, but not be limited to, all foods, beverages, alcoholic beverages, candy products, and all other food and beverage concessions, all of which may be sold or distributed from fixed or portable concession stands and through vendors at all activities or events held at the Facility for the entire term of this Agreement. Nothing herein shall be construed as granting TEAM a liquor, beer or wine license.

TEAM may grant concession rights to third parties as is appropriate for the conduct of TEAM'S business at the Facility. TEAM shall notify LESSOR in writing of its selection of any assignee well in advance of the commencement of operations by such assignee and as soon as the assignee is selected by TEAM. LESSOR reserves to itself the right to approve any assignee with whom or with which TEAM intends to contract to provide concessions at the Facility, which right to approve any such assignee shall not be withheld unreasonably by LESSOR.

TEAM agrees with LESSOR that all concessions and concession services shall be of a high quality commensurate with industry standards prevailing in facilities similar to the Facility. All items offered for sale by the TEAM or its assignee at the Facility shall be sold at reasonable prices established by TEAM which are plainly displayed. Vending machines shall not be installed without the prior written approval of the Commission.

It shall be the responsibility of TEAM to purchase and maintain all equipment necessary for the operation and sale of concessions at the Facility during the entire term of this Agreement. TEAM shall not be required to permit third parties to operate concession equipment at the Facility.

TEAM or its assignee, if any, shall provide concessions and concession services and a sufficient number of properly trained concession personnel to provide the concessions and concession services at those activities or events held at the Facility for which TEAM provides operational and maintenance services. In addition, TEAM agrees to provide a reasonable selection of quality

items for purchase by those attending activities or events held at the Facility.

TEAM shall use its best efforts to produce the maximum gross revenue possible without limiting the quality of products sold or services supplied at the Facility. Concession stands shall be open at such locations and during such hours as determined by TEAM in its discretion. It is provided, however, that TEAM shall exercise this discretion and authority in a reasonable manner and shall use its best efforts to base its requirements as to the number of locations to be operated and the hours of service upon its best estimates of anticipated attendance and demand for concessions and concessions services which best estimate shall consider always the advice of the Commission which shall be requested by the TEAM before making such determination.

TEAM shall maintain high standards of cleanliness and product quality and shall consult annually with Commission as to these issues and as to pricing issues and shall give reasonable consideration to the view of Commission regarding these issues.

TEAM shall retain all such revenues generated from the operation and sale of concessions and concession services at the Facility during all activities or events held at the Facility during the entire term of this Agreement.

TEAM shall be the sole and exclusive concessionaire for novelty and souvenir items which shall include novelties, souvenir items, Organized Baseball souvenirs and novelties, caps, equipment, wearing apparel, and programs. It is specifically understood by the Parties that TEAM shall retain all revenues generated from the sale of all such novelties, souvenir items, Organized Baseball souvenirs and novelties, caps, equipment, wearing apparel, and programs, as contemplated by this Section 13, and the same shall be the sole, exclusive, and absolute property of TEAM during the entire term of this Agreement.

TEAM shall post in a conspicuous place inside each concession stand a neatly prepared price list of all articles offered for sale at such stand. Not later than ten (10) days before the beginning of each season during the term of this Agreement, TEAM shall submit to LESSOR, in order to notify LESSOR, a schedule of all articles to be offered for sale and the prices which TEAM intends to charge for those articles. TEAM may adjust the schedule of articles to be offered for sale and the prices which TEAM intends to charge for those articles as needed as long as TEAM shall advise LESSOR no later than ten (10) days before such adjustment to the schedule of articles and prices shall go into effect. TEAM agrees to conduct concession sales in a clean, professional, and businesslike manner similar to operations in other Minor League stadium. TEAM may sell alcoholic beverages only at Team Professional Baseball Games, Other Professional Baseball Games and Organized Baseball events, unless

specifically authorized by Commission to sell alcoholic beverages at other activities or events held at the Facility. Subject to obtaining the necessary licenses and complying with the applicable rules and regulations, TEAM may begin the sale of alcoholic beverages at or after one and one half (1 1/2) hours prior to the scheduled start of any activity or event at which the sale of alcoholic beverages shall be allowed in accordance with this Agreement, and may continue the sale of alcoholic beverages until the conclusion of such activity or event. TEAM specifically understands and agrees to the foregoing restrictions on the sale of alcoholic beverages at the Facility notwithstanding any lack of similar restrictions in its license to sell alcoholic beverages at the Facility.

TEAM agrees to abide by all municipal, county, state, and federal laws, ordinances, rules, and regulations and to obtain all necessary and proper licenses, permits, and authorizations for the conduct of its business at the Facility.

Notwithstanding the foregoing, City and County reserve the right to sell or to allow third parties to sell souvenir and novelty items and concessions so long as the permanent concession facilities operated by TEAM are not utilized at City or County sponsored or authorized activities or events held at the Facility and to retain the proceeds from such sale. LESSOR may not sell any novelty or souvenir items which are or appear to be Augusta GreenJackets souvenirs, novelties, caps, equipment, wearing apparel, or programs, or which novelty or souvenir items carry the logo of the Augusta GreenJackets or the logo of any other entity in Organized Baseball and shall not allow any third party to sell such items.

14. ADVERTISING/SIGNS/BANNERS/SCOREBOARD/MARQUEE. TEAM shall have the sole, exclusive, and absolute right to erect, install, or affix advertising material, signs, banners, or information at the Facility. Such right of TEAM shall include the ability and authority to sell advertising space at the Facility, including the ability and authority to place advertising materials, signs, banners, or information on the interior surface of the outfield fence and at other locations at, upon, or within the Facility during the entire term of this Agreement.

TEAM shall provide and install at its cost and expense, and not at the cost or expense of LESSOR, a Minor League quality scoreboard at the Facility at a location and by using a method of installation acceptable to TEAM and TEAM shall have the sole, exclusive, and absolute right to sell all advertising in connection with such scoreboard for the entire term of this Agreement. Such sole, exclusive and absolute right of TEAM to sell all advertising in connection with such scoreboard shall be limited to the right of TEAM to sell advertising only on the face of the scoreboard which faces the interior of the stadium and the right to sell all of the

scoreboard message center advertising facing the interior of the stadium.

For all of the foregoing, however, it is specifically provided that the kind, type, size, and location of all advertisements shall be in keeping with the character of the Facility and shall not be offensive to LESSOR and its citizens. TEAM shall permit LESSOR to review and approve in writing all plans and specifications for all of such advertising prior to placement or to use at the Facility.

TEAM shall have the right to advertise and use such other lawful means of soliciting business as it deems appropriate. TEAM also shall have the right to erect signs at the Facility for the purpose of announcing Home Games and all other activities or events to be held or conducted at the Facility. The location and design of such signs at the Facility shall be approved in writing by the LESSOR and must conform to the terms of this Agreement.

TEAM shall have the authority and discretion to set the prices for everything to be sold pursuant to this Section 14 for all activities or events held at the Facility during the entire term of this Agreement.

TEAM shall retain all such revenues generated from all of the activities contemplated by this Section 14, and all such revenues so generated shall be the sole, exclusive, and absolute property of TEAM during the entire term of this Agreement.

TEAM shall provide and install at its cost and expense and not at the cost or expense of LESSOR, a marquee to announce the events and activities to be conducted at the Facility at a location mutually acceptable to the LESSOR and to TEAM, said location to be provided by City to TEAM at City's cost and expense and not at the costs or expense of TEAM. TEAM shall obtain, at its cost and expense and at no cost or expense to LESSOR, all necessary permits and licenses for the construction and location of said marquee and shall obey all ordinances, regulations, and statutes pertaining to the location, construction, maintenance, and operation of said marquee.

LESSOR shall have the right, at its expense and at no expense to TEAM, to cover temporarily any advertising material, signs, banners, or information used or placed by TEAM at the Facility which might or could be or is objectionable to any other user of the Facility. The act of covering temporarily any advertising material, signs, banners, or information shall not harm or deface any such advertising material, sign, banner, or information in anyway whatsoever. LESSOR shall repair immediately any material damage to any such advertising material, sign, banner, or information caused by LESSOR, its agents, contractors, or employees.

15. BROADCASTING, CABLECASTING, OR TELECASTING. TEAM shall receive all revenue, income, receipts, or benefits from whatsoever sources from the TEAM'S broadcasting, cablecasting, or telecasting of any games played by the Augusta GreenJackets or any other Organized Baseball events, Team Professional Baseball Games or other Professional Baseball Games sponsored by TEAM and LESSOR shall receive no revenue, income, receipts, or benefits from such broadcasting, cablecasting, or telecasting. LESSOR shall not participate, in any manner, in determining when or whether said games sponsored by TEAM shall be broadcasted, cablecasted, or telecasted, and TEAM shall have all rights with respect to the same including all rights pertaining to the contracting for the same. LESSOR shall charge no special fees, permits, or hook-up expenses to TEAM or its broadcasters, cablecasters, or telecasters. LESSOR shall receive all broadcasting, cablecasting or telecasting revenue from all events sponsored by LESSOR.

16. HOME GAMES TO BE PLAYED AT FACILITY. In addition to the lease payments required to be made by TEAM and as stated additional consideration for TEAM'S use of the Facility, TEAM agrees that it shall require the Augusta GreenJackets to schedule and play each and every one of its Home Games exclusively at the Facility during the entire term of this Agreement. It is specifically provided, however, that upon the written request of TEAM accompanied by the written approval and consent of the South Atlantic League, TEAM may request LESSOR'S special written consent for TEAM to play an occasional Home Game at another location, that is, at a location other than the Facility. Such written request of TEAM shall be made to LESSOR no less than thirty (30) days prior to the day of such Home Game proposed at such other location. The written consent of LESSOR shall not be withheld unreasonably. TEAM shall not request LESSOR'S special written consent to play an occasional Home Game at such other location any more often than two (2) times during any Championship Season.

17. TEAM NAME CHANGE/RELOCATION. TEAM retains the right to change the name of the Augusta GreenJackets at any time and from time to time without the consent of LESSOR, and TEAM agrees that it shall maintain the membership of the Augusta GreenJackets (or the membership of the professional baseball club now known as the Augusta GreenJackets however it may be known in the future) in the South Atlantic League or its successor or some other league acceptable to LESSOR, which acceptance shall not be unreasonably withheld, for the entire term of this Agreement. Such change of name shall in no way be construed to permit the Augusta GreenJackets (or the professional baseball club now known as the Augusta GreenJackets however it may be known in the future) to play its Home Games at any other location except as in the specific manner as is permitted in Section 16 of this Agreement, and such change of name shall in no way permit TEAM to be relieved of any of its obligations or requirements pursuant to this Agreement.

TEAM shall not relocate the Augusta GreenJackets to any other facility or location for the entire term of this Agreement.

18. OPERATING MAINTENANCE; CAPITAL MAINTENANCE; CAPITAL IMPROVEMENTS.

A. Operating Repair and Maintenance; Capital Repair and Maintenance. TEAM shall clean and supply sanitation and housekeeping services and shall provide operating repair and maintenance all in a first class manner at and to the Facility and including the parking area described on Exhibit 6, attached hereto, which is a part of the Facility, at TEAM'S expense and at no expense to LESSOR only for all activities or events held at the Facility which are conducted by TEAM or for which TEAM provides operational support (TEAM Sponsored Events) for the entire term of this Agreement. Operating repair and maintenance costs are defined as those costs which are either (1) ordinary and recurring expenses for current repair and maintenance which do not improve, restore or replace an Asset (but which repair and maintain it) all in accordance with generally accepted accounting principles, or (2) items (with a single project constituting an item) with a cost of less than fifteen hundred dollars (\$1500.00). Notwithstanding the foregoing, operating repair and maintenance does not include (1) construction items, whether they relate to the initial construction of the Facility or any subsequent construction work related to the Facility, and (2) any items with a cost of more than fifteen hundred dollars (\$1500.00) related to the exterior of the stadium at the Facility; these items shall be capital repair and maintenance.

The term Asset as used herein shall include grandstand, lighting, playing field, roof, seats, sprinkler systems and walls.

Provided, however, notwithstanding the provisions of this Section 18:

(1) LESSOR shall provide all Operating Repair and Maintenance in connection with the lighting system

(2) Operating Repair and Maintenance and Capital Repair and Maintenance for parking areas shall be provided for in Exhibit 6 of this Agreement.

LESSOR shall provide the capital repair and maintenance at and to the Facility only, and not to any of TEAM'S property or equipment of any kind or nature whatsoever, in a first class manner at LESSOR'S expense and at no expense to TEAM; LESSOR shall provide all of such capital repair and maintenance within a reasonable period of time after the same shall become necessary. Capital repair and maintenance costs are defined as all costs other than operating, repair and maintenance costs as defined above, all in accordance with generally accepted accounting principles. LESSOR

will coordinate any capital repair and maintenance projects with TEAM to insure minimum interruption with the TEAM'S activities.

TEAM shall prepare the playing field for play at its own expense, including but not limited to, the following:

- (a) Dragging, raking and edging non-turf areas;
- (b) Chalking boundary lines;
- (c) Installing bases;
- (d) Fertilizing and irrigating;
- (e) Grading and filling non-turf areas such as base paths, pitcher's mound, home plate area and warning tracks; and
- (f) Placing tarpaulins on all specific areas as necessary.
- (g) Repairing or replacing any damaged turf areas unless such damaged turf area is damaged by LESSOR or by any third party sponsored by LESSOR.

In general, when obligated to do so by the terms of this Agreement, TEAM shall keep the premises at the Facility clean and neat and shall provide sanitation and housekeeping services necessary to do so in accordance with the terms of this Agreement. Removal of all refuse resulting from the use of the Facility by TEAM or by any third party using the Facility with the approval of TEAM in a manner consistent with this Agreement shall be the responsibility of TEAM.

The Facility shall be maintained by both LESSOR and TEAM pursuant to the foregoing six (6) paragraphs of this Section 18, subsection A, in accordance with the standards set forth in the most recent edition as of the date of this Agreement of "A Baseball Facility: Its Construction and Care", a copy of which is attached hereto as Exhibit 7.

B. CAPITAL IMPROVEMENTS. After the completion of the Facility, TEAM shall have the right, from time to time, at its own expense, to make all such alterations and improvements to the Facility, as shall be reasonably necessary or appropriate, in TEAM'S judgment, for TEAM'S conduct of its business, provided that prior to the commencement of any alteration of any improvement, LESSOR shall have approved, in all cases, in writing, the plans and specifications therefor which shall be submitted to LESSOR by TEAM. Such approval by LESSOR will not be withheld unreasonably. If, within thirty (30) days after such plans and specifications have been submitted and delivered by TEAM to LESSOR for such approval, LESSOR shall not have given TEAM notice of disapproval thereof, then the plans and specifications shall be deemed approved by

LESSOR. In all of these regards, TEAM shall comply with all permitting requirements.

TEAM agrees to make no alterations or improvements to the Facility without first requesting and obtaining the approval of LESSOR in writing as aforesaid. Such approval by LESSOR will not be withheld unreasonably.

At the termination of this Agreement, TEAM agrees to return the Facility to its original or subsequently improved condition, ordinary wear and tear excepted, and to return to LESSOR in good working condition, ordinary wear and tear excepted, all equipment and property of LESSOR, after inspection of the Facility, which inspection shall be made jointly by LESSOR and TEAM. Promptly after such inspection at the termination of this Agreement, TEAM shall pay LESSOR any damages due to LESSOR for damage to the Facility which includes the parking area described in Exhibit 6, attached hereto, or to LESSOR's property, ordinary wear and tear excepted. All buildings and other permanent improvements made, placed or constructed at the Facility or the parking area or areas shall be deemed to become a part of the realty and to become the property of LESSOR, except moveable property as described below, and TEAM shall peaceably and quietly quit and surrender the same, together with the Facility, to LESSOR upon, but not prior to, the termination of this Agreement. If TEAM is not in default under this Agreement, TEAM shall have the right upon the termination of this Agreement, within thirty (30) days thereafter, to remove from the Facility all moveable property, including but not limited to all concession equipment, and which is not owned by LESSOR, and all property not so removed shall be deemed abandoned by TEAM to the ownership of LESSOR. TEAM shall repair any damage caused by such removal of property. TEAM shall not remove any property which was placed, constructed or affixed at or on the Facility as a replacement or addition of property which was initially owned by LESSOR.

19. UTILITIES. TEAM shall pay all utility charges for all utilities furnished to the Facility and including the parking area described on Exhibit 6, attached hereto, for all events and activities held at the Facility which are conducted or sponsored by TEAM, including, but not limited to, electricity, sewage, water, garbage, trash removal, natural gas, telephone, and irrigation water for the playing field irrigation system. The City or County, as the case may be, shall reimburse TEAM for the cost of electricity supplied to the Facility for all events and activities held at the Facility which are sponsored by the City or County or by third parties designated by them.

20. SECURITY. TEAM shall provide all security at the Facility including the parking area described on Exhibit 6, attached hereto, for all events and activities held at the Facility which are conducted by TEAM or for which Team provides operational

support (TEAM Sponsored Events) including, but not limited to , all of TEAM'S Home Games. TEAM specifically agrees to provide adequate security personnel as is appropriate for the size of the crowd in attendance at all events or activities held or conducted by TEAM at the Facility. TEAM specifically agrees that in no event shall there be less than two (2) off-duty law enforcement officers present at any event or activity which TEAM holds or conducts at the Facility. Further, TEAM agrees that it shall meet with the Commission to agree upon a set of minimum standards based upon the type of event or activity scheduled to be held at the Facility by TEAM and the anticipated number of persons attending the event, for the purpose of determining the total number of off-duty law enforcement officers (in addition to the minimum number of two (2) required by this Agreement) required by the Commission to be present at the Facility for security purposes.

Such security personnel shall be provided by TEAM and shall be on duty at the Facility at or before one (1) hour prior the scheduled start of all events and activities held at the Facility which are conducted or sponsored by TEAM and such security personnel shall remain at the Facility until at least thirty (30) minutes after the end of any event or activity held or conducted by TEAM at the Facility or until the parking area or areas is or are cleared of substantially all vehicles.

21. TEAM'S PERSONNEL. TEAM shall hire and be responsible for and pay for grounds crew, maintenance staff, and all other personnel necessary for the ongoing cleaning, repair, and maintenance of the Facility and the parking area or areas. TEAM shall also hire and be responsible for and pay for all other personnel necessary for the conduct of its business and business of the Augusta GreenJackets at all events or activities held or conducted for which the TEAM is responsible at the Facility. Such personnel shall include, but are not limited to, ushers, ticket takers, concession workers, first-aid attendants, and other related personnel. TEAM'S personnel shall be responsible for maintaining their respective work areas in a neat and orderly fashion. TEAM agrees to use its best efforts to recruit a labor pool from the local population.

22. ADHERENCE TO LAW. TEAM shall adhere to and shall not in any manner, directly or indirectly, violate the laws, ordinances, rules, or regulations of any federal, state, county, city, or other governmental authority or agency in connection with the use and occupancy of the Facility and the parking area or areas under the terms of this Agreement.

23. TAXES AND LICENSES. TEAM shall pay all lawful taxes, assessments, licenses, and charges on its business operations, as well as on all goods, merchandise, fixtures, appliances, equipment, and property owned by it and located at the Facility.

24. USE/QUIET ENJOYMENT. During TEAM'S use and occupancy hereunder and for so long as TEAM is not in default, TEAM shall have and be entitled to the quiet enjoyment with respect to the use and occupancy of the Facility and the privileges herein granted without interruption or interference by any person including, specifically, LESSOR, except to the extent that certain rights to use the Facility, or any portion of it, may be reserved to LESSOR in accordance with this Agreement.

While TEAM is granted the use of the Facility for its purposes as specified in this Agreement, City and County, excluding Team's Areas, have the right to schedule other activities or events at the Facility when TEAM or any third party using the Facility with the approval of TEAM in a manner consistent with this Agreement is not scheduled to use the Facility, subject to the provisions of this Agreement, including, but not limited to, Sections 4 and 10.

There shall be no use of personal property owned or controlled by TEAM without TEAM'S prior written consent.

25. ASSIGNMENT/SUBLEASE. TEAM shall not assign or sublet the Facility of any portion of it including any portion of the parking area described on Exhibit 6, attached hereto, unless such assignment or subletting is specifically permitted and authorized by this Agreement, without the written consent of LESSOR, which consent shall not be withheld unreasonably by LESSOR. Likewise, TEAM shall not assign this Agreement without the written consent of LESSOR, which consent shall not be withheld unreasonably by LESSOR. Notwithstanding the foregoing, it is noted that TEAM has the sole, exclusive, and absolute authority and discretion to sublet the luxury stadium suites or "skyboxes" pursuant to Section 6 of this Agreement and that TEAM may grant concession rights to third parties as it is appropriate for TEAM so to do for the conduct of its business at the Facility in accordance with Section 13 of this Agreement. Furthermore, in the event TEAM sells, conveys, or transfers the ownership of the Augusta GreenJackets or the majority interest in the Augusta GreenJackets, upon the receipt by LESSOR of the approval in writing of the South Atlantic League, the National Association of Professional Baseball Leagues, Inc., and the Major Leagues of such sale, conveyance, or transfer, the third party purchaser of the Augusta GreenJackets or of the majority interest in the Augusta GreenJackets shall be permitted by LESSOR to assume and be obligated to this Agreement in exactly the same manner as TEAM is obligated by and to this Agreement and once the third party purchaser of the Augusta GreenJackets or of the majority interest in the Augusta GreenJackets so obligates himself, herself, or itself, he, she, or it, shall have all of the rights of TEAM hereunder and TEAM shall have no further liability hereunder.

Subject to the written consent of TEAM, which shall not be unreasonably withheld, LESSOR may assign all of its rights and

obligations hereunder to a Richmond County Stadium Authority created by the Georgia General Assembly.

26. USUFRUCT. The interest of TEAM herein shall be considered a usufruct and not an interest in land.

27. HOLD HARMLESS/INDEMNITY/LIABILITY INSURANCE; CONDEMNATION.

A. FACILITY REPAIR. TEAM agrees to repair any substantial damage to the Facility resulting from any act or omissions of TEAM, its assigns, agents, or employees, or to pay to LESSOR the costs for such repairs to the extent that LESSOR is not compensated therefor by any insurance policy or otherwise.

B. PETROLEUM/HAZARDOUS WASTE/HOLD HARMLESS/INDEMNITY . TEAM hereby specifically and expressly assumes responsibility for petroleum or other products spilled or released from tanks, pipelines, structures, leasehold improvements, or vehicles placed on or at the Facility or the parking area or areas by TEAM, its assigns, sublessees, agents, officers, or employees or present on or at the Facility or the parking area or areas at TEAM'S request or as the result of the negligence or willful misconduct of TEAM, its assigns, sublessees, agents, officers, or employees provided there is excluded those items placed on or at the Facility or the parking area or areas by LESSOR, its agents, contractors, or employees. TEAM shall hold LESSOR harmless against all claims resulting from the escape of such petroleum or products from such tanks, pipelines, structures, leasehold improvements, or vehicles. This clause shall not release the City, County or Commission from liability for petroleum or other products placed on or at the Facility or the parking area or areas by City or County, its agents, contractors, or employees or present on or at the Facility of the parking area or areas at LESSOR'S request or as the result of the negligence or willful misconduct of City or County or its agents, contractors, or employees. LESSOR agrees that the site at which the Facility is to be constructed is or shall be as of April 1, 1995, free of hazardous waste or other environmental contaminants.

TEAM shall defend, indemnify, and hold harmless LESSOR against any and all claims which City, County, Commission and their members, officers or employees may hereafter be liable for, suffer, incur, or pay arising under any applicable laws and resulting from or arising out of any act, activity or violation of any applicable laws on the part of TEAM, its assigns, sublessees, agents, officers, or employees, and against any and all claims which the City, County or Commission may hereafter be liable for, suffer, incur, or pay resulting from or arising out of any handling, storage, treatment, transportation, disposal, release or threat of release of hazardous waste or hazardous substances by TEAM or its sublessees, agents, officers, or employees from, on or at the Facility or the parking area or areas. TEAM shall not be

responsible for any pre-existing condition at the Facility or the parking area or areas unless enlarged or aggravated by TEAM, its sublessees, agents, officers, or employees, and only to the extent enlarged or aggravated. Such enlargement or aggravation shall be the responsibility of TEAM to the extent it is at fault. This clause shall not release City, County or Commission from claims or liability from or arising out of any act, activity, or violation of any applicable law, on the part of such third party, its agents, contractors, and employees and any handling, storage, treatment, transportation, disposal, release, threat of release of hazardous waste or hazardous substances by such party, its agents, contractors, or employees from, on, or at the Facility or the parking area or areas.

Further, TEAM agrees to indemnify and hold LESSOR harmless for damages for injuries (including death) to persons or property arising out of its use or occupancy or management of the Facility or the parking area or areas, whether due to its own default or negligence, or the negligence of its assigns, sublessees, agents, officers, or employees, defective conditions of the premises, negligence of the LESSOR, or otherwise; provided, however, that TEAM shall not be liable for any damages due solely to affirmative negligent acts of LESSOR committed in the performance by LESSOR of any work at the Facility or the parking area or areas. TEAM agrees to indemnify City, County and Commission on account of all such claims and further agrees that it will indemnify City, County and Commission fully against any damages, fines, penalties, or forfeitures of any kind which may be imposed or levied against City, County and/or Commission as the result of TEAM'S violation or failure to comply with any valid law, ordinance or regulation of the United States, State of Georgia, or the City, including the Federal Occupational Safety and Health Acts of 1970 as amended from time to time, or any Federal regulation adopted pursuant thereto.

TEAM shall not be liable for any damage due to the intentional or negligent acts of City, County or Commission, its agents, contractors, or employees committed in the performance of any work or activity at the Facility; provided, however, that any law enforcement personnel employed by TEAM to provide security pursuant to this agreement shall not be considered agents, contractors or employees of City, County or Commission.

Furthermore, TEAM shall not be liable for any damages due to the intentional or negligent acts of any third parties using the Facility for events held at the Facility for which TEAM does not provide operational and maintenance services (LESSOR Sponsored Events).

For the purposes of this Agreement, "claims" includes and means all actions, causes of action, whether common law or statutory, remedies, demands, out-of-pocket costs, liability, charges, suits, judgments, expenses, damages, incidental or

consequential damages, clean-up costs, civil penalties, attorneys' fees both at trial and upon an appeal, litigation expenses, abatement costs, abatement and corrective injunctive relief, injunctive relief requiring removal and/or remedial action, all costs of removal or remedial action, and damages to natural resources.

C. **TEAM INSURANCE.** TEAM shall secure, pay for, and maintain during the term of this Agreement the following insurance coverages:

(a) **WORKERS' COMPENSATION.** Insurance covering all employees meeting statutory limits in compliance with all applicable state and federal laws. The Workers' Compensation coverage must include Employer's Liability with a minimum limit of One Million (\$1,000,000.00) for each accident.

(b) **COMPREHENSIVE GENERAL LIABILITY.** Coverage shall have minimum limits of One Million Dollars (\$1,000,000.00) Per Person and Three Million Dollars (\$3,000,000.00) Per Occurrence, Combined Single Limit for Bodily Injury Liability and Two Hundred and Fifty Thousand Dollars (\$250,000.00) Property Damage Liability. This Comprehensive General Liability coverage shall include Premises and Operations, Broadform Property Damages, XCU Coverage, Independent Contractors, Products and Completed Operations, and Contractual Liability. This Comprehensive General Liability coverage policy shall be endorsed to include and cover Liquor Liability.

(c) **BUSINESS AUTO LIABILITY.** Coverage shall have minimum limits of One Million Dollars (\$1,000,000.00) Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This Business Auto Liability policy shall include and cover: Owned Vehicles, Hired and Non-Owned Vehicles, Employee Non-Ownership, and such coverage as is necessary to protect the Parties against liability for the operation of the parking area described on Exhibit 6, attached hereto.

(d) **GARAGE KEEPER'S LEGAL LIABILITY.** Coverage shall have minimum limits of Five Hundred Thousand Dollars (\$500,000.00). This Garage Keeper's Legal Liability Insurance policy shall cover the parking area described on Exhibit 6, attached hereto.

(e) **LESSOR TO BE ADDITIONAL NAMED INSURED.** TEAM shall require and cause its insurer or insurers to list City, County and Commission as an Additional Named Insured on the Comprehensive General Liability, the Business Auto

Liability, and the Garage Keeper's Legal Liability Policies.

(f) **INSURANCE POLICIES/CERTIFICATES OF INSURANCE.** Current valid insurance policies meeting the requirements hereinabove identified in this Section [REDACTED] shall be maintained during the term of this Agreement. TEAM shall furnish copies of all policies to LESSOR. TEAM shall cause Renewal Certificates to be sent to LESSOR thirty (30) days prior to the expiration date of any and all policies. Also, there shall be a thirty (30) day written notification to LESSOR in the event of the cancellation or of the modification of any insurance coverage required by this Agreement.

Current Certificates of insurance evidencing that the required insurance provisions of this Section 27 have been met and that said policies are in full force and effect shall be filed with the Commission throughout the term of this lease agreement.

(g) **IF TEAM FAILS TO PAY PREMIUMS.** In the event that TEAM fails to pay the premium or premiums on any or all of the aforementioned policies in this Section 27 when the same shall become due and owing, LESSOR shall have the option to purchase a replacement insurance policy or policies or to continue the current insurance policy or policies, all at the expense of TEAM and not at the expense of LESSOR.

D. **LOSS.** If all or any significant portion of the Facility is damaged or destroyed by fire or other casualty, LESSOR shall repair and rebuild the Facility with reasonable diligence to the condition immediately before such loss or the condition required by law, whichever is greater, with such repair and rebuilding to be completed as soon as is reasonably possible giving due attention to the Championship Season after such fire or other casualty occurs and in any event not later than three hundred fifty (350) days after such fire or other casualty occurs. If in the good faith judgment of TEAM there is substantial interference with the operation of TEAM'S activities or use of the Facility requiring TEAM to use temporarily other facilities, there shall be an abatement of all moneys due hereunder from TEAM to LESSOR for the period of such interference only. It is specifically understood by and between the Parties that during the period of such interference, TEAM shall have the right to schedule its activities or events at another facility and the obligations of TEAM pursuant to this Agreement shall be abated during such interruption. If in the good faith judgment of TEAM, the Facility is not, cannot, or will not be restored to the condition immediately before such casualty or the condition required by law, whichever is the greater, within three hundred fifty (350) days after the fire or

other casualty occurs, this Agreement may be voided by TEAM and be of no further force or affect and neither Party shall have any claim whatsoever against the other Party as a result hereof.

E. CONDEMNATION.

a. If the Facility leased under this Agreement is taken by any public authority pursuant to the power of eminent domain, this Agreement shall terminate as of the date possession is taken by the public authority.

b. If part of the Facility is taken pursuant to the power of eminent domain and, in the reasonable opinion of either LESSOR or TEAM, it is not economically feasible to continue this Agreement, either party may terminate this Agreement under the following terms and conditions:

(1) Such termination by either party shall be made by written notice to the other given not later than ninety (90) days after the date possession is taken by the public authority.

(2) Termination is effective thirty (30) days after such notice is given, or the date possession is taken, whichever is later.

(3) If neither LESSOR nor TEAM elects to terminate this Agreement, or until termination is effective as the case may be, rental payments shall be abated in the same proportion as the fair market value of the portion of the premises taken bears to fair market value of the whole of the premises.

(4) LESSOR shall make such repairs or alterations, if any, as are required to render the remainder of the premises tenantable.

c. All damages awarded for the taking or damaging of all or any part of the premises shall be the property of LESSOR. TEAM hereby assigns to LESSOR any and all claims to such award. However, nothing in this Agreement shall be construed as precluding TEAM from asserting any claim TEAM may have against the condemning authority to disruption or relocation of TEAM'S business or for TEAM'S property located on the premises.

28. PERMITS. TEAM, at its sole expense and at no expense to LESSOR, shall comply with all laws, orders, rules and regulations of federal, state, county, city, and other competent governmental regulatory authorities, and with any direction of any public officer pursuant to law, which shall impose any duty upon TEAM with respect to the Facility.

TEAM, at its sole expense and not at the expense of LESSOR, shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this Agreement. To the extent permitted by law, LESSOR shall assist and cooperate with TEAM in securing such licenses or permits.

29. TERMINATION. This Agreement shall terminate at the end of its term as is set forth at Section 1 or 3 of this Agreement or earlier as specifically provided in this Agreement.

30. DEFAULT.

A. (1) If LESSOR shall default in any of its obligations under this Agreement, TEAM shall provide notice of default to LESSOR and afford LESSOR a grace period of thirty (30) days to cure such default; provided, however, that if the default in question is a non-monetary default which cannot be cured within such thirty (30) day period, then LESSOR shall be afforded such additional time as shall be required reasonably to cure such default if LESSOR:

(i) has commenced the appropriate cure within such initial thirty (30) days period; and

(ii) thereafter proceeds with reasonable diligence to cure such default.

(2) If Lessor shall be in default hereunder beyond the expiration of the thirty (30) days grace period stated above TEAM shall have the right to:

(i) cure such default on behalf of LESSOR, in which event LESSOR shall reimburse immediately TEAM for all sums paid to effect such cure together with interest thereon at the rate of eight percent (8%) per annum plus reasonable attorneys' fees;

(3) The remedies described in this Section 30 shall be in addition to any other remedy that TEAM may have at law or in equity, including without limitation:

(i) An action to recover moneys then due and owing from LESSOR together with interest thereon at the rate of eight percent (8%) per annum from the date such moneys were due to the date of judgment, plus reasonable attorneys' fees; and

(ii) an action for specific performance of non-monetary covenants and agreements on the part of LESSOR, provided that in no event shall LESSOR be liable for punitive damages suffered by TEAM, and TEAM shall in all events seek to mitigate its damages to the extent required by law.

(iii) The liability of the City and County hereunder shall be individual or joint, as the case may be, but shall in no event be several.

B. (1) If TEAM shall default in any of its obligations under this Agreement, LESSOR shall provide notice of default to TEAM and afford TEAM a grace period of ten (10) days after receipt of notice to cure such default; provided, however, that if the default in question is a non-monetary default which cannot be cured within such ten (10) day period, then TEAM shall be afforded such additional time as shall be required reasonably to cure such default if TEAM:

(i) has commenced the appropriate cure within such initial period; and

(ii) thereafter, proceeds with reasonable diligence to cure such default.

(2) If TEAM shall be in default hereunder beyond the expiration of the applicable grace period stated above, or if in the good faith judgment of LESSOR the existence of such default constitutes an immediate danger to property or to the safety or health of persons, LESSOR shall have the right to:

(i) cure such default on behalf of TEAM, in which event TEAM shall immediately reimburse LESSOR for all sums paid to effect such cure together with interest thereon at the rate of eight percent (8%) per annum plus reasonable attorneys' fees;

(3) The remedies heretofore described in this Section 30 shall be in addition to any other remedy that LESSOR may have, including without limitation:

(i) An action to recover moneys then due and owing from TEAM together with interest thereon at the rate of eight percent (8%) per annum from the date such moneys were due, plus reasonable attorneys' fees; and

(ii) an action for specific performance of non-monetary covenants and agreements on the part of TEAM, provided that in no event shall TEAM be liable for consequential or punitive damages suffered by LESSOR, and LESSOR shall in all events seek to mitigate its damages to the extent required by law.

31. GENERAL PROVISIONS.

A. Team warrants that this Agreement is not in conflict with any of the rules of Organized Baseball, including, specifically, the official Professional Baseball Planning Rules.

B. In construing this Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires.

C. The covenants, terms, conditions, provisions and undertakings of this Agreement, or in any extensions thereof, shall extend to and be binding upon the successors and assigns of the Parties hereto as if they were in every case named and expressed and wherever reference is made to either of the Parties hereto, it shall be held to include and apply also to the successors and assigns of such Party as if in each and every case so expressed.

D. The Parties agree to execute and deliver any instruments in writing, necessary to carry out any agreement, term, condition or assurance in this Agreement, whenever the occasion shall arise and request for such instrument shall be made.

E. This Agreement shall constitute the full and complete understanding between the Parties for the design, construction, operation and management of the Facility and the Lease Years beginning April 1, 1995. There are no oral understandings, terms or conditions and neither Party has relied on any representation, express or implied, not contained in this Agreement. All prior understandings, terms or conditions are deemed to merge in this Agreement, and this Agreement cannot be changed or supplemented orally, but only by an agreement in writing and signed by the Parties to this Agreement.

F. The term Existing Agreements means any agreement for the use of Heaton Field in effect on the date this Agreement is executed to which two or more of the Parties are a Party.

The Parties acknowledge that the performance of this Agreement including, but not limited to, the construction of the Facility, may require them to take actions, or refrain from taking actions, so as to breach Existing Agreements. The Parties agree, that in the event of a conflict between this Agreement and any Existing Agreements, this Agreement shall control and no action by any Party in accordance with the terms of this Agreement shall be a breach by that Party of any Existing Agreements.

On April 1, 1995 all Existing Agreements between the Parties hereto for the use of the baseball stadium known as Heaton Field shall terminate and no Party hereto shall have any further rights or obligations under said Existing Agreements.

G. If any provisions of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect unless so construing the Agreement would produce an inequitable result.

H. The Parties at all times during the term of this Agreement shall act and deal in good faith with each other.

32. **NOTICES.** Any notice required to be given hereunder shall be in writing and mailed, postage prepaid, by U.S. Certified Mail, Return Receipt Requested, addressed to the Parties as follows unless a different address is later designated by either Party under this notice provision:

For Notices to TEAM:

Scripps Baseball Group, Inc.
C/O Augusta Professional Baseball Club, Inc.
Post Office Box 3746
Hill Station
Augusta, Georgia 30904

Attention: Mr. William H. Scripps, President

with a copy to be sent to:

John F. Wendel, Esquire
Wendel, Chritton & Parks, Chartered
Post Office Box 5378
Lakeland, Florida 33807

and to:

Lawton Jordan, Jr.
Hull, Towill, Norman & Barrett
Post Office Box 1564
Augusta, Georgia 30903-1564

For Notices to LESSOR:

Richmond County, Georgia
Augusta-Richmond County Municipal Building
500 Block, Greene Street
Augusta, Georgia 30901

Attention: County Administrator

with a copy to be sent to:

Richmond County, Georgia
Augusta-Richmond County Municipal Building
500 Block, Greene Street
Augusta, Georgia 30901

Attention: County Attorney

The City Council of Augusta, Georgia
 Augusta-Richmond County Municipal Building
 530 Greene Street
 Augusta, Georgia 30901

Attention: Clerk of Council

The City Council of Augusta, Georgia
 Augusta-Richmond County Municipal Building
 530 Greene Street
 Augusta, Georgia 30901

Attention: City Attorney

All notices shall be deemed received seven (7) business days after being mailed or earlier upon proof of actual receipt.

All consents, approvals, or permissions required to be obtained in accordance with this Agreement shall be in writing. With respect to consents, approvals, or permissions, provided by TEAM, consents, approvals or permissions, shall be duly given, unless otherwise specified when they are given by the General Manager of the Minor League Club owned by TEAM. With respect to consents, approvals or permissions, provided by LESSOR, consents, approvals or permissions, shall be duly given, unless otherwise specified, when they are given by the Commission or the Administrators of the City and County acting jointly on behalf of the LESSOR.

33. COMMITMENT TO EQUAL OPPORTUNITY EMPLOYMENT PRACTICES. TEAM shall abide by all Federal and State equal opportunity employment practices. TEAM shall provide the LESSOR with a copy of its current equal opportunity policy and any subsequent revisions or changes to that policy. TEAM'S current equal opportunity policy is attached and marked Exhibit 8.

34. TIME IS OF THE ESSENCE. In all matters concerning or affecting this Agreement, time is of the essence.

35. FAMILY SEATING SECTIONS. If practical, TEAM shall provide a discrete seating area in each and every one of its seating classifications or categories at the Facility, each of which shall be known as a "Family Seating Section" and each of which shall be of sufficient capacity for patrons who may so chose, in which neither the possession nor the consumption of either alcoholic beverages or tobacco shall be permitted.

36. March 16, 1993 Tri-Party Agreement. This Agreement supersedes and replaces all prior agreements between the LESSOR and TEAM except that paragraphs four (4), five (5), six (6) and seven

(7) of that Tri-Party Agreement dated March 16, 1993 shall continue in effect and are incorporated herein by reference.

37. SECTION 36-60-13, O.C.G.A. The Parties desire to make and enter this Agreement subject in its entirety to the limitations of a multi-year agreement by municipalities and counties in the State of Georgia as found in O.C.G.A., Section 36-60-13, and herein provide the following:

(A) The Parties agree that this Agreement between them shall terminate absolutely and without further obligation on the part of the LESSOR at the close of the calendar year in which this Agreement is executed and at the close of each succeeding calendar year for which it may be renewed.

(B) This Agreement shall be renewed automatically for each succeeding calendar year provided therein unless positive action is taken by the LESSOR to terminate this Agreement. Positive action shall consist of written notice to TEAM from the LESSOR at least thirty (30) days prior to January 1st of the next immediately succeeding calendar year.

(C) The total obligation for the LESSOR under this Agreement for calendar year 1994 shall be One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00) for the CITY of AUGUSTA and One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00) for RICHMOND COUNTY. LESSOR'S obligation in each calendar year for which this Agreement may be renewed shall be as follows:

- (1) 1995 - Capital Maintenance Obligation of City of Augusta and Richmond County, not to exceed Twenty-five Thousand and No/100 Dollars (\$25,000.00) each
- (2) 1996 - Capital Maintenance Obligation of City of Augusta and Richmond County, not to exceed Twenty-five Thousand and No/100 Dollars (\$25,000.00) each
- (3) 1997 - Capital Maintenance Obligation of City of Augusta and Richmond County, not to exceed Twenty-five Thousand and No/100 Dollars (\$25,000.00) each
- (4) 1998 - Capital Maintenance Obligation of City of Augusta and Richmond County, not to exceed Twenty-five Thousand and No/100 Dollars (\$25,000.00) each
- (5) 1999 - Capital Maintenance Obligation of City of Augusta and Richmond County, not to exceed

Twenty-five Thousand and No/100 Dollars
(\$25,000.00) each

- (6) 2000 - Capital Maintenance Obligation of City of Augusta and Richmond County, not to exceed Twenty-five Thousand and No/100 (\$25,000.00) Dollars each
- (7) 2001 - Capital Maintenance Obligation of City of Augusta and Richmond County, not to exceed Twenty-five Thousand and No/100 Dollars (\$25,000.00) each
- (8) 2002 - Capital Maintenance Obligation of City of Augusta and Richmond County, not to exceed Twenty-five Thousand and No/100 Dollars (\$25,000.00) each
- (9) 2003 - Capital Maintenance Obligation of City of Augusta and Richmond County, not to exceed Twenty-five Thousand and No/100 Dollars (\$25,000.00) each
- (10) 2004 through 2014 - Capital Maintenance Obligation of City of Augusta and Richmond County, not to exceed Twenty-five Thousand and No/100 Dollars (\$25,000.00) each

(D) The Parties further agree that this Agreement shall terminate immediately and absolutely at TEAM'S option at such time as appropriated and otherwise obligated funds of the LESSOR are no longer available to satisfy the obligation of the LESSOR under this Agreement.

38. OBLIGATION OF GUARANTOR. If the TEAM, upon written demand by the LESSOR, shall fail or refuse to pay or to perform any of the TEAM'S obligations hereunder, and such failure or refusal shall continue for the space of fifteen (15) days, the Guarantor, upon written demand of the LESSOR, shall pay or perform such obligation forthwith; provided, however, that during the term of this Lease, the Guarantor's obligation under this Section shall not exceed Fifty Thousand and No/100 Dollars (\$50,000.00), per Lease Year and in the aggregate during the term of this Agreement the Guarantors obligations under this Lease shall not exceed One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00). LESSOR shall have a duty to take all reasonable steps to mitigate any damage it may suffer as the TEAM'S obligations hereunder and for which the Guarantor may be liable. In the event the Guarantor shall sell his entire interest in the TEAM, the Guarantor shall be released from any obligation under this Section if the person to whom such interest is sold furnishes the LESSOR either a personal guarantee, a letter of credit, a performance bond, or other

reasonable and adequate security for the Guarantor's obligations hereunder acceptable to LESSOR, which acceptance shall not be unreasonably withheld.

39. APPROVAL OF EXHIBITS. This Agreement is being executed by the parties hereto before completion of all the Exhibits. It is agreed that the obligations of the parties hereto are contingent on each of them approving in writing said Exhibits when completed and that said Exhibits shall be completed no later than June 30, 1994. The failure of any party to approve said Exhibits gives any and all Parties the right to cancel in which event they shall have no further obligations under this agreement.

40. RIGHT OF CANCELLATION. Regardless of anything to the contrary in this Agreement, if the bid submitted by the lowest responsible bidder for the construction of the Facility, when added to the cost of architect and engineering fees required for the design and construction of the Facility, exceed Two Million Eight Hundred Fifty Thousand and No/100 (\$2,850,000.00) Dollars, any party to this Agreement may cancel this Agreement or, if all Parties agree, design modifications will be made and new bids obtained so as to reduce the total contract price for the design and construction of the Facility to Two Million Eight Hundred Fifty Thousand and No/100 (\$2,850,000.00) Dollars or less.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in several counterparts, each of which shall constitute an original and all of which, taken together, shall constitute a single instrument, by the appropriate officials and the necessary seals to be affixed thereto on the 5th day of May, 1994.

Scripps Baseball Group,
Inc.

Witness

By [Signature]
Its President

Notary Public for

County, Georgia
My Commission expires _____

Robt Way
Witness

Linda J. Bonner
Notary Public for
Richmond County, Georgia
My Commission expires _____

Notary Public, Richmond Cty., Georgia
My Commission expires June 19, 1998

City Council of Augusta

By Charles D. Dancy
Its Mayor

Susan A. Watson
Witness

Linda L. Crawford
Notary Public for
Richmond County, Georgia
My Commission expires _____

Notary Public, Richmond Cty., Georgia
My Commission expires Sept 48, 1995

The Board of Commissioners
of Richmond County, Georgia

By William H. Scripps
Its Chairman 4-5-94

Attest: Linda W. Beasley
County Administrator

C. M. de
Witness

Dandra J. Payne
Notary Public for
_____ County, Georgia
My Commission expires _____

Notary Public, Richmond County, Ga.
My Commission Expires Oct. 11, 1997.

William H. Scripps
Guarantor

EXHIBIT 2

EXPENSES TO BE INCURRED BY CITY AND COUNTY

EXHIBIT 3

STADIUM AND APPURTENANCES INCLUDING DESIGNATION OF TEAM'S AREAS

EXHIBIT 4

**SCHEMATIC DESIGN DRAWINGS, DESIGN DEVELOPMENT DOCUMENT
AND CONSTRUCTION DOCUMENTS**

EXHIBIT 5

STANDARDS FOR MINOR LEAGUE PLAYING FACILITIES
FOR
CLASS A MINOR LEAGUE CLUBS

EXHIBIT 6

**DETAILED DESCRIPTION OF PARKING AREA PORTION OF FACILITY
INCLUDING DESIGNATED PARKING SPACES FOR TEAM**

EXHIBIT 7

**A BASEBALL FACILITY:
ITS CONSTRUCTION AND CARE**

EXHIBIT 8

EQUAL OPPORTUNITY POLICY OF TEAM

EXHIBIT 1
THE FACILITY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5193

State of CA
 County of San Diego
 On 5/2/94 before me, ARTHUR P. ARQUILLA
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"
 personally appeared William H. Scripps
NAME(S) OF SIGNER(S)

OPTIONAL SECTION
CAPACITY CLAIMED BY SIGNER

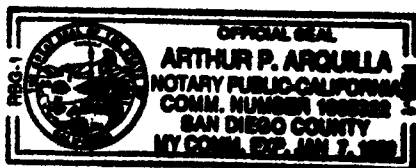
Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER(S)

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)



☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she /they executed the same in his her /their authorized capacity(ies), and that by his her /their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Arthur P. Arquilla
SIGNATURE OF NOTARY

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

OPTIONAL SECTION

TITLE OR TYPE OF DOCUMENT Lease
 NUMBER OF PAGES _____ DATE OF DOCUMENT _____
 SIGNER(S) OTHER THAN NAMED ABOVE _____

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PAUL H. DUNBAR, III
City Attorney

TO: Charles Dillard
FROM: Paul H. Dunbar, III
DATE: December 22, 1995
RE: Baseball Stadium

I am forwarding to you enclosed herewith a copy of the plans and other documents which should be attached as exhibits to the City's copy of the Baseball Stadium Lease.

Per Charles Dillard
12-27-95

The plan & other documents are filed in
the Engineering Dept.

M. King

you please file these
Dept.

75

Item # 3

ASSIGNMENT AND ASSUMPTION OF LEASE

ASSIGNMENT AND ASSUMPTION AGREEMENT made this 23rd day of JUNE, 1999 by and between Scripps Baseball Group, Inc., a Georgia corporation (the "Seller"), and HWS Baseball, LLC, a Georgia limited liability company (the "Buyer"). This Assignment and Assumption Agreement is further executed by William H. Scripps ("Guarantor") and Michael Savit and Jeffrey Savit ("Successor Guarantors") with respect to Section 6 hereinafter set forth.

WHEREAS, Seller has agreed to sell and Buyer has agreed to purchase substantially all the assets and the business of Seller for the Class A minor league baseball club known as the Augusta GreenJackets pursuant to an Agreement of Purchase and Sale by and among the parties hereto dated February 18, 1998, (the "Agreement");

WHEREAS, Seller is the holder of the lessee's interest in, to and under a certain Public Facility Lease between the Board of Commissioners of Richmond County, Georgia and the City Council of Augusta, Georgia as lessors and Scripps Baseball Group, Inc. as lessee for that certain baseball park known as Lake Olmstead Stadium (the "Lease"); and

WHEREAS, Seller desires hereby to assign the Lease to Buyer and Buyer desires to accept the assignment and to assume the liability and obligations of the Seller under the Lease as provided hereunder.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein and in the Asset Agreement, the parties hereby agree as follows:

1. Definitions. Capitalized terms used and not otherwise defined herein shall have the same meaning as used in the Agreement.

2. Assignment. Seller hereby sells, transfers and assigns unto Buyer, its successors and assigns, all of Seller's right, title, and interest in, to and under the Lease, including without limitation all rights of Seller in respect to any security deposit held by any Lessor thereunder. Seller hereby warrants that the Lease is in full force and effect and without default or notice of default by either party thereto. Seller warrants further that the Lease is freely assignable to Buyer or, if consent of the lessor is required by the Lease, or deemed necessary by Buyer, such consent, in form and substance satisfactory to Buyer, has been obtained.

3. Assumption. Buyer hereby accepts the foregoing assignment of the Lease and hereby covenants and agrees with Seller that Buyer will assume, keep, pay, and perform all covenants, obligations, promises, and conditions to be kept and performed by the tenant thereunder accruing from and after the date hereof, including without limiting the generality of the foregoing, the payment of rent, and other charges provided in said Lease to be paid by the tenant thereunder.

4. Indemnification by Seller. Seller hereby agrees to indemnify and hold Buyer harmless from and against any loss, claim, damage or expense (including court costs and reasonable attorney's fees) resulting from any breach by, or default of, Seller under the Lease, and for any failure of Seller to obtain any necessary consents to the assignment of said Leases. This right of indemnification shall be subject to the express limitations and procedural requirements of the indemnification provisions contained in the Agreement.

5. Indemnification by Buyer. Buyer hereby agrees to indemnify and hold Seller harmless from and against any loss, claim, liability, damage or expense (including court costs and reasonable attorney's fees) for any matters accruing from and after the date hereof based on any failure of Buyer to so perform any of the obligations of Seller in respect to the Lease expressly assumed by Buyer hereunder. This right of indemnification shall be subject to the express limitations and procedural requirements of the indemnification provisions contained in the Agreement.

6. Guarantee. The Successor Guarantors hereby jointly and severally agree to assume, keep, pay and perform all obligations of Guarantor pursuant to Section 38 of the Lease, and agree to indemnify and hold Seller harmless from and against any loss, claim, liability, damage or expense (including court costs and reasonable attorney's fees) for any matters accruing from and

after the date hereof based on any failure of Successor Guarantors to so perform any of the obligations of Guarantor in respect to Section 38 of the Lease expressly assumed by Successor Guarantors hereunder. This right of indemnification shall be subject to the express limitations and procedural requirements of the indemnification provisions contained in the Agreement.

7. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption Agreement as a sealed instrument as of the day and year first above written.

HWS BASEBALL, LLC

SCRIPPS BASEBALL GROUP, INC.

By: Michael M. Savit
MICHAEL M. SAVIT Manager

By: _____, President

Michael M. Savit
Michael Savit

William H. Scripps, Guarantor

Jeffrey Savit
Jeffrey Savit

221883

To: Clk of Com 9/26/02

APPROVED	
OCT 07 2002	
AGENDA ITEM:	47
(AUGUSTA-RICHMOND COUNTY COMMISSION)	
EDITION:	1

DATE: September 24, 2002

TO: The Honorable Bob Young, Mayor
Members of the Commission

THROUGH: George R. Kolb, Administrator

FROM: James B. Wall

SUBJECT: Lake Olmstead Stadium.



CAPTION: Receive as information exercise of option by H.W.S. Baseball, LLC d/b/a Augusta Green Jackets Baseball Club to exercise the lease extension option.

BACKGROUND: Under Section 3 of the Public Facilities Lease Agreement between the Board of Commissioners of Richmond County, Georgia and the City Council of Augusta, Georgia, as Lessors and Scripps Baseball Group, Inc., as Lessee, and subsequently assumed by H.W.S. Baseball, LLC, the Lessee has the option to extend the agreement for a ten (10) year period to commence on October 1, 2004, and end at 11:59 p.m. on September 30, 2014. This option to extend must be exercised by given written notice to extend the lease no later than two (2) years (by September 30, 2002) before the end of the current lease term. The current rental is \$50,000 per year, which during the first year of the renewal term (October 1, 2004-September 30, 2005) shall be \$55,000 per year. For each succeeding year, the rental shall be adjusted based upon a CPI formula set forth in the lease.

ANALYSIS: The Team has given the required notice, and this should be placed in the City's records.

FINANCIAL IMPACT: None until the year 2004.

ALTERNATIVES: None.

RECOMMENDATION: Receive as information.

REQUESTED AGENDA DATE: October 3, 2002.

**DEPARTMENT
DIRECTOR:**

ADMINISTRATOR:

**FUNDS ARE AVAILABLE IN THE
FOLLOWING ACCOUNTS:**

FINANCE:



AUGUSTA GREENJACKETS BASEBALL CLUB

LAKE OLMSTEAD STADIUM • 78 MILLEDGE ROAD
 P. O. BOX 3746 HILL STATION • AUGUSTA, GEORGIA 30904
 (706) 736-7889 • FAX (706) 736-1122
www.greenjackets.net

September 5, 2002

City of Augusta
 City-County Municipal Building
 530 Greene Street – Room 801
 Augusta, GA 30911

Dear Mayor Young,

H.W.S. Baseball, LLC d/b/a Augusta GreenJackets Baseball Club would like to exercise the lease extension option and respectfully submit our letter of intent as requested by Section 3 of the Lake Olmstead Stadium public facility lease agreement. H.W.S. Baseball, LLC does reserve the right to negotiate in good faith during the remainder of this current lease agreement any terms, requirements, or addendums to the lease extension agreement.

Thank you in advance for your time and consideration. We look forward to partnering again with the City of Augusta and providing affordable, quality family entertainment for the citizens of this community.

Respectfully,

Chris M. Scheuer
 Executive Vice President

cc: Mr. George Kolb, City Administrator
 Mr. Jim Wall, City Attorney
 Mr. Tom Beck, Recreation & Parks Director



SOUTH ATLANTIC LEAGUE CHAMPIONS '89, '95, '99



PUBLIC FACILITY LEASE AGREEMENT
BETWEEN
THE BOARD OF COMMISSIONERS
OF
RICHMOND COUNTY, GEORGIA
AND
THE CITY COUNCIL OF AUGUSTA, GEORGIA
AS
LESSORS
AND
SCRIPPS BASEBALL GROUP, INC.
AS
LESSEE

#9
3/04/94

Item # 3

22. "Commission" shall mean the Augusta-Richmond County Stadium Commission established by joint resolution of the City and County for the operation and supervision of the Facility.

1. TERM OF LEASE. LESSOR agrees to lease, demise and permit TEAM to use and TEAM agrees to lease and use, for the period stated herein, and upon the terms and conditions stated herein, certain property with improvements therein situate in the City, and sometimes referred to herein as the "Facility", and described on Exhibits 1 and 3, attached hereto.

Subject to the compliance by LESSOR with its agreements hereunder with TEAM, and subject to the compliance by TEAM with its agreements hereunder with LESSOR, TEAM agrees that the Augusta GreenJackets shall engage in the business of professional baseball and shall play its Home Games at the Facility for a period of ten (10) Lease Years commencing on April 1, 1995, and ending at 11:59 P.M., September 30, 2004.

2. LEASE PAYMENTS. As further consideration for this Agreement and as payment due to LESSOR for LESSOR'S agreement to permit TEAM to use the Facility and for TEAM'S use of the Facility, TEAM agrees for each Lease Year during the entire term of this Agreement other than the first Lease Year, TEAM shall pay to LESSOR the sum of Fifty Thousand Dollars (\$50,000.00). With respect to the first Lease Year only, TEAM shall pay to LESSOR the sum of Twenty-Five Thousand Dollars (\$25,000.00).

For each Lease Year during the term of this Agreement other than the first Lease Year, TEAM shall pay such ANNUAL RENTAL to LESSOR in the following manner: On the first day of each and every month of each of such Lease Years during the entire term of this Agreement, TEAM shall pay to LESSOR the sum of Four Thousand One Hundred Sixty-Six Dollars and 67/100 (\$4,166.67). With respect to the first Lease Year only, TEAM shall pay such ANNUAL RENTAL to LESSOR in the following manner: On the first day of April, on the first day of May, on the first day of June, on the first day of July, on the first day of August, and on the first day of September, TEAM shall pay to LESSOR the sum of Four Thousand One Hundred Sixty-Six Dollars and 67/100 (\$4,166.67).

It is specifically provided by and between the Parties that TEAM shall pay fifty percent (50%) of all of these such payments required by this Section 2 to the CITY and the remaining fifty percent (50%) of all of such payments required by this Section 2 to the COUNTY and LESSOR specifically agrees with TEAM that TEAM shall have no obligation to determine the application of the proceeds.

3. OPTION FOR EXTENSION. TEAM shall have the option to extend this Agreement for a ten (10) year period, which shall

commence on October 1, 2004, and end at 11:59 P.M., September 30, 2014.

The terms of this Agreement during such extension shall be exactly those in effect at the time of the expiration of the initial period, except that rental payments during the option period shall be as follows:

The fixed rental of Fifty Thousand and No/100 (\$50,000) Dollars per year which TEAM shall pay as provided in Section 2 shall increase every year during the renewal term as provided below.

For the first year of the renewal term (i.e. October 1, 2004 - September 30, 2005), the rental shall be Fifty-five Thousand and No/100 Dollars (\$55,000.00) per year.

As promptly as practicable after the end of each year of the renewal term of this lease the required increase in rent shall be based upon the Consumer Price Index, All Items ("CPI") published by the Bureau of Labor Statistics of the United States Department of Labor. The parties intend to provide for increased rent every year and agree that if the following formula shall otherwise provide for a decrease in rent there shall be no such decrease and the rent shall remain the same as during the prior term:

(i) The CPI for the month of July, 2004, shall be the "Base Index Number". The "Current Index Number" for any Lease Year shall be the CPI for the July immediately preceding the beginning of such Lease Year.

(ii) The Current Index Number shall be divided by the Base Index Number. The quotient thereof shall be multiplied by Fifty-five Thousand and No/100 Dollars (\$55,000.00) to determine the increased rental amount.

This option for extension provided for in this Section 3, shall be exercised by TEAM, if at all, by TEAM mailing written notice of intent to extend to LESSOR by Certified Mail, Return Receipt Requested no later than two (2) years (by September 30, 2002) before the end of the Lease term.

4. USE OF FACILITY. For the purpose of conducting Team Professional Baseball Games, or Other Professional Baseball Games, TEAM shall be the preferred user of the Facility during each Lease Year and shall have first priority of dates over all other activities and events at the Facility. It is specifically provided that should LESSOR permit the use of the Facility for any Non-Professional Baseball Uses that LESSOR shall restore the Facility to the Professional Baseball Configuration at least ten

**ASSIGNMENT OF PUBLIC FACILITIES LEASE AGREEMENT
BY AND BETWEEN
AUGUSTA, GEORGIA AND GREENJACKETS BASEBALL, LLC
(LAKE OLMSTEAD STADIUM)**

WHEREAS, the Board of Commissioners of Richmond County, Georgia and the City Council of Augusta, Georgia, as lessor (the "Landlord"), and Scripps Baseball Group, Inc. as lessee, entered into a Public Facility Lease Agreement dated May 9, 1994 which has been subsequently amended on September 6, 1994; June 23, 1998; and April 12, 2004 (collectively, the "Lease"); and

WHEREAS, the present lessee and tenant, Augusta Professional Baseball LLC (the "Assignor"), desires to assign said lease agreement as amended to GreenJackets Baseball, LLC, a Georgia limited liability company (the "Assignee"); and,

WHEREAS, the "Landlord, which cannot unreasonably withhold its consent to said assignment, has reviewed the request for an assignment made by the Assignor and the Assignee; and

WHEREAS, all conditions precedent to this assignment which are recited in Section 25 of said Lease, including the approval in writing of the South Atlantic League, the National Association of Professional Baseball Leagues, Inc. and Major League Baseball, Inc. have or will be obtained; and

WHEREAS, Assignee and Landlord expressly agree to the incorporation herein by reference of the terms and conditions of the Lease.

NOW, THEREFORE, in consideration of the recitals herein above made and the mutual covenants hereinafter contained, the duties to be undertaken by GreenJackets Baseball, LLC, as Assignee, and the monies to be paid, Augusta Professional Baseball LLC, as Assignor, and GreenJackets Baseball, LLC as Assignee and Augusta, Georgia, as Landlord, do by this Agreement, specifically agree to the assignment of said Lease to GreenJackets Baseball, LLC:

1. **Effective Date.** The effective date of this assignment shall be [January __], 2013 and the first payment of rent due Augusta, Georgia as lessor shall be timely made commencing on April 30, 2013.

2. **Assignment.** Assignor does hereby assign, transfer, and set over unto Assignee, all of its right, title, and interest in and to the Lease and in and to the Facility, upon the terms and conditions set forth herein. Assignee agrees to perform all duties and obligations of the Tenant under the Lease arising on or after the date hereof. Assignor shall remain liable for any obligations of the Tenant that arose prior to the date hereof.

3. **Landlord's Covenants.** Landlord joins in this Assignment to indicate its consent to the assignment herein made by Assignor to Assignee, under the terms and conditions set forth above, and hereby:

(a) Certifies that, as of the date hereof, Assignor is not in default under any terms of the Lease, nor is there any event or occurrence which, to its knowledge, with the giving of notice and/or passage of time would constitute a default by Assignor under the terms of the Lease;

(b) Certifies that Landlord has full power and authority to execute and deliver this instrument and to lease the Facility; and

(c) Acknowledges its release, as of the date hereof, of Assignor from any and all further obligation and/or liability arising under the rents and obligations under the Lease from and after the date hereof.

4. **Notices.** That the "Notices section" of said lease is amended to provide that all notices under the lease shall be forwarded to the following addresses:

For the lessee/assignee, Augusta Professional Baseball, LLC:

GreenJackets Baseball, LLC
78 Milledge Road
Augusta, Georgia 30904
Attention: Jeff Eiseman
Phone: 706.736.7889
Fax: 706.736.1122

For any notices to Augusta:

Augusta, Georgia
530 Greene Street
Augusta, Georgia 30911
Attention: Mr. Fred Russell, Administrator
Phone: 706.821.2400
Fax: 706.821.2819

and to:

Augusta Recreation and Parks Department
2027 Lumpkin Road
Augusta, Georgia 30906
Attention: Mr. Tom Beck, Director
Phone: 706.796.5025
Fax: 706.796.4099

5. **Counterparts.** This Assignment may be executed by the parties in one or more counterparts, each of which shall be binding against the signatory and all of which taken together shall constitute one instrument.

The Lease otherwise remains effective between the parties, as written.

WHEREFORE, the above-referenced parties have hereunto caused these presents to be executed by and through their authorized officials and the seals of said limited liability companies affixed and the seal of Augusta, Georgia to be affixed, this 11 day of January, 2012- 2013

Assignor:
Augusta Professional Baseball LLC

By: [Signature]
As its: [Signature]

[Signature]
Witness

[Signature]
Notary Public

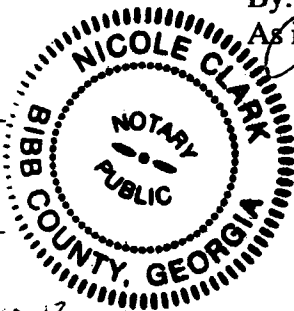
Assignee:
GreenJackets Baseball, LLC

By: [Signature]
As its: President

[Signature]
Witness

Nicole Clark
Notary Public

Commission expires 6-10-13



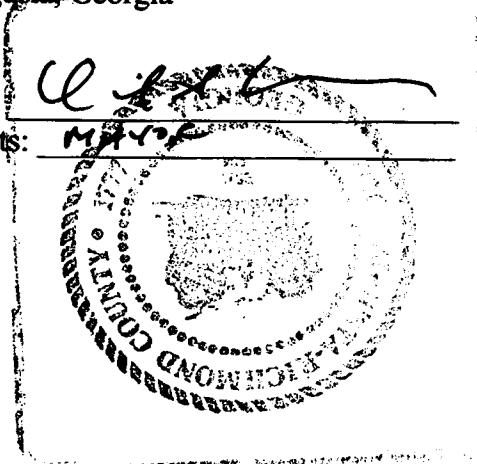
Augusta, Georgia

By: [Signature]
As its: [Signature]

AGM
5/8/13

Attest:

[Signature]
Clerk of Commission



Item # 3



**Administrative Services Committee Meeting
8/14/2018 1:20 PM
Minutes**

Department: Clerk of Commission

Presenter:

Caption: Motion to approve the minutes of the Administrative Services Committee held on July 31, 2018.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

**Funds are
Available in the
Following
Accounts:**

REVIEWED AND APPROVED BY:



Administrative Services Committee Meeting Commission Chamber - 7/31/2018

ATTENDANCE:

Present: Hons. Hardie Davis, Jr., Mayor; M. Williams, Chairman; Jefferson, Vice Chairman; Davis and D. Williams, members.

ADMINISTRATIVE SERVICES

1. Approve the request from the Engineering Department for the purchase of two new trucks for compliance inspectors. Allan Vigil Ford Bid Item 18-184

Item
Action:
 Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commissioner Mary Davis	Commissioner Andrew Jefferson	Passes

2. Approve the request to purchase one Richmond County Sheriff's Office K-9 vehicle. Allan Vigil Ford - Bid Item 18-191

Item
Action:
 Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commissioner Mary Davis	Commissioner Andrew Jefferson	Passes

3. The Environmental Services Department requests the replacement of two new pickup trucks. Allan Vigil Ford - Bid Item 18-184

Item
Action:
 Approved

Motions

Motion Text	Made By	Seconded By	Item # 4
-------------	---------	-------------	----------

**Motion
Type****Motion
Result**

Approve Motion to approve.
Motion Passes 4-0. Commissioner Mary Davis Commissioner Andrew Jefferson Passes

4. The Utilities Department requests the replacement of five pickup trucks for Utilities-Construction and Maintenance Division. Allan Vigil Ford - Bid Item 18-184 **Item Action:** Approved

Motions**Motion
Type****Motion Text****Made By****Seconded By****Motion
Result**

Approve Motion to approve.
Motion Passes 4-0. Commissioner Mary Davis Commissioner Andrew Jefferson Passes

5. Request to approve submission by Augusta Housing and Community Development of the FY2018 Annual Action Plan for the following programs funded by the U.S. Department of Housing and Urban Development (HUD): Community Development Block Grant (CDBG) Program, Home Investment Partnership Grant (HOME) Program, Emergency Solutions Grant (ESG) Program, and the Housing Opportunities for Persons with AIDS (HOPWA) Program. **Item Action:** Approved

Motions**Motion
Type****Motion Text****Made By****Seconded By****Motion
Result**

Approve Motion to approve.
Motion Passes 4-0. Commissioner Dennis Williams Commissioner Mary Davis Passes

6. Award a contract to John E. Lavender and Associates, Inc. of Statesboro, GA, to construct an addition and renovate the Maxwell Branch Library on Lumpkin Road in the amount of \$947,800.00. Bid Item 18-209 **Item Action:** Approved

Motions**Motion
Type****Motion Text****Made By****Motion
Result**

Approve Commissioner Mary Davis Commissioner Andrew Jefferson Passes Item # 4

Motion to
approve.
Motion Passes 4-0.

7. Motion to approve the minutes of the Administrative Services Committee held on July 10, 2018. **Item Action: Approved**

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commissioner Mary Davis	Commissioner Andrew Jefferson	Passes

8. Motion to deny the Protest of RW Allen – per the Compliance Department’s request, regarding Bid Item 18-198 Renovate Building for Mixed Use to include Records Retention @ 1815 Marvin Griffin Road for Augusta, Georgia – Central Services Department – Facilities Division and to lift the stay of procurement in accordance with Augusta, GA Code. **Item Action: Approved**

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to delete this item from the agenda. Motion Passes 4-0.	Commissioner Mary Davis	Commissioner Andrew Jefferson	Passes

9. Discuss the Marshal Office's notification process for removal of junk/abandoned vehicle. (Requested by Commissioner Marion Williams - referred from July 17 Commission meeting) **Item Action: Approved**

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve receiving this item as information. Motion Passes 4-0.	Commissioner Dennis Williams	Commissioner Mary Davis	Passes

10. Request approval of the department's new Economic Development program entitled "Seeds For Life". This program was developed to provide an **Item # 4**

established business, a working capital grant of \$10,000 to help foster both growth and employment for that business. In 2018 there will be a total of ten (10) grants made to businesses that demonstrate their ability to grow and prosper as well as be able to either retain current employees or hire additional fulltime or part-time employees for the following twelve month period.

Item

Action:

Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commissioner Dennis Williams	Commissioner Andrew Jefferson	Passes

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