

ORIGINAL
STAMPED IN RED

ORDINANCE NO.: 2021-086

*Authorizing the City Manager to execute a Sixteenth Amendment to Purchase Agreement
between the City of Columbia and Bright-Meyers 2001 LLC for the sale
of 5.97 +/- acres (Capital City Stadium), Richland County TMS #11204-02-02*

BE IT ORDAINED by the Mayor and City Council this 9th day of November, 2021, that the City Manager is authorized to execute the attached Sixteenth Amendment to Purchase Agreement, or on a form approved by the City Attorney, between the City of Columbia and Bright-Meyers 2001 LLC for the sale of 5.97 acres +/- (Capital City Stadium), Richland County TMS #11204-02-02.


Requested by:

Assistant City Manager Gentry



Mayor

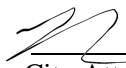
Approved by:



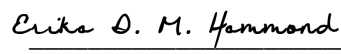
City Manager

Approved as to form:

ATTEST:



City Attorney



City Clerk

Introduced: 10/19/2021

Final Reading: 11/9/2021

SIXTEENTH AMENDMENT TO PURCHASE AGREEMENT

This Sixteenth Amendment to Purchase Agreement (the "Sixteenth Amendment") is made and entered into by and between the City of Columbia, hereinafter referred to as "Seller", and Ballpark, LLC, a South Carolina limited liability company, as assignee of Bright-Meyers Assembly Street, LLC, hereinafter referred to as "Buyer" effective as of the Amendment Effective Date (as hereinafter defined).

W I T N E S E T H:

WHEREAS, Seller and Bright-Meyers 2001 LLC entered into a Purchase Agreement effective August 27, 2012 (as amended, the "Agreement"), which gives Buyer the exclusive right to purchase the property ("Property") described in the Agreement under the terms and conditions of the Agreement; and

WHEREAS, pursuant to that certain Assignment of Purchase Agreement dated October 15, 2018 Bright Meyers 2001 LLC assigned its rights and obligations under the Agreement to its affiliate, Bright-Meyers Assembly Street, LLC, a Tennessee limited liability company; and

WHEREAS, pursuant to that certain Assignment of Contract dated January 29, 2019 Bright-Meyers Assembly Street, LLC assigned its rights and obligations under the Agreement to Ballpark, LLC; and

WHEREAS, the Agreement was most recently further modified, amended and clarified by that certain Fifteenth Amendment to Purchase Agreement effective August 5, 2021; and

WHEREAS, Seller and Buyer mutually desire to further modify and amend said Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED, that for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, the receipt and sufficiency of which is hereby acknowledged, the Agreement is amended as follows:


1. Paragraph 14 of the Agreement is amended to provide that the Closing shall take place not later than sixty (60) days following the date on which the U. S. Army Corps of Engineers, Charleston District issues a permit to Buyer pursuant to Section 404 of the Clean Water Act (33 U.S.C. 1344) for the Rocky Branch and Rocky Branch Watershed Improvements to be made by Buyer pursuant to Section 24 of the Agreement (the "404 Permit"). Notwithstanding anything stated herein to the contrary, and without regard to the issuance or timing of issuance of the 404 Permit, in no event shall the Closing occur later than May 1, 2022.

2. The "Amendment Effective Date" is the date on which this Amendment is signed by both parties hereto.

Except as modified and amended hereby, all the terms, covenants and conditions of said Purchase Agreement and subsequent Amendments shall continue and remain in full force and effect insofar as they do not conflict with the terms of this Sixteenth Amendment. In the event that the language of the Agreement or a prior Amendment is contrary to the language of this Amendment, the language of this Amendment shall control regarding that provision.

IN WITNESS WHEREOF, the parties have caused this Sixteenth Amendment to Purchase Agreement to be executed and effective as of the date of the last signature herein below.

WITNESSES:

Erika D. M. Hammond


SELLER: CITY OF COLUMBIA

BY: Teresa B. Wilson
Teresa B. Wilson
ITS: City Manager

Date: _____

BUYER: BALLPARK, LLC

BY: _____

Name: _____

ITS: _____

Date: _____