

STATE OF GEORGIA)

COUNTY OF RICHMOND)

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement is made and entered into this ____ day of _____, 2024, by and between The Church of the Good Shepherd of Augusta (“Lessee”), and Augusta, Georgia, a political subdivision of the State of Georgia, the Augusta, Richmond County Public Library, an unincorporated association, and the Scott B. and Annie P Appleby Trust (collectively “Lessors”).

WITNESSETH

WHEREAS, the parties hereto, or their predecessors in interest, entered into that certain Agreement, dated January 28, 1985 (the “Agreement”), as amended by the First Amendment to Agreement, dated October 19, 1999, a copy of which is attached hereto as Exhibit A, whereby the City Council of Augusta and the Richmond County Board of Commissioners, predecessors to Augusta, Georgia leased to The Church of The Good Shepherd of Augusta that certain property identified therein; and

WHEREAS, The Parties now desire to renew and extend the Agreement for the mutual benefit of The Church of the Good Shepherd and Augusta, Georgia; and

WHEREAS, the Appleby Library conducts various activities for the benefit of the Augusta Community, including cultural events that draw participants in quantities greater than the Appleby Library parking can accommodate; and

WHEREAS, The Church of The Good Shepherd has more than adequate parking available at the times when parking is at peak demand for Appleby events, but needs additional parking at other times when Appleby Library itself has excess parking; and

WHEREAS, the current Agreement expires December 31, 2024 and the Parties hereto desire to renew and extend the Agreement for the mutual benefit of The Church of the Good Shepherd and Augusta, Georgia to facilitate additional improvements by Lessee; and

NOW, THEREFORE, in consideration of these presents, mutual benefits and other good and valuable consideration to be derived herefrom, the parties hereto agree as follows:

1. The term of the Agreement shall be automatically extended annually until December 31, 2049.
2. The terms of this Agreement can be terminated by either party at any time with 30 days prior written notice to the other party. If terminated using this term, Lessee has 30 days from date of notice to remove any upgrades or improvements made to the associated property. Any improvements remaining on the property after 30 days may be removed by Augusta, Georgia and the cost associated with the removal billed to Lessee. Any deviation from this term must be in writing and signed by both parties.

3. In order to enhance security for its students, Lessee may construct and install a masonry wall along the line of the Lease Area where it adjoins the property used by the Appleby Library, which wall shall be consistent with the aesthetics of the masonry walls existing on Lessee's property and constructed at the sole expense of the Lessee. Such wall shall be removed at the Lessee's expense upon the expiration of this Agreement at the option of the Lessor.
4. The Licenses for reciprocal parking and pedestrian access contained in the First Amendment to Agreement are hereby continued by both Parties for the mutual benefit of each.
5. The rent of One Dollar (\$1) per annum specified in the Agreement shall continue for the term of this amendment and is payable in advance.
6. The Trustees of the Scott B. and Annie P. Appleby Trust have joined in this instrument showing their consent to this Second Amendment to Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be properly executed by their duly authorized officers.

Signed, sealed and delivered in the presence of:

THE CHURCH OF THE GOOD SHEPHERD OF AUGUSTA

Unofficial Witness

By: _____
As its: _____

Notary Public

My commission expires:

[SEAL]

Signed, sealed and delivered in the presence of:

AUGUSTA, GEORGIA

Unofficial Witness

By: _____

As its: _____

Notary Public

My commission expires:

[SEAL]

Signed, sealed and delivered in the presence of:

AUGUSTA-RICHMOND COUNTY
PUBLIC LIBRARY, an unincorporated
association

Unofficial Witness

By: _____

As its: _____

Notary Public

My commission expires:

EXHIBIT A



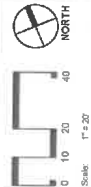
REVISIONS

No.	Date	Description
1	09/24/15	ISSUE FOR CONSTRUCTION DOCUMENTS
2	09/24/15	ISSUE FOR CONSTRUCTION DOCUMENTS
3	09/24/15	ISSUE FOR CONSTRUCTION DOCUMENTS

CONSTRUCTION DOCUMENTS

SCALE

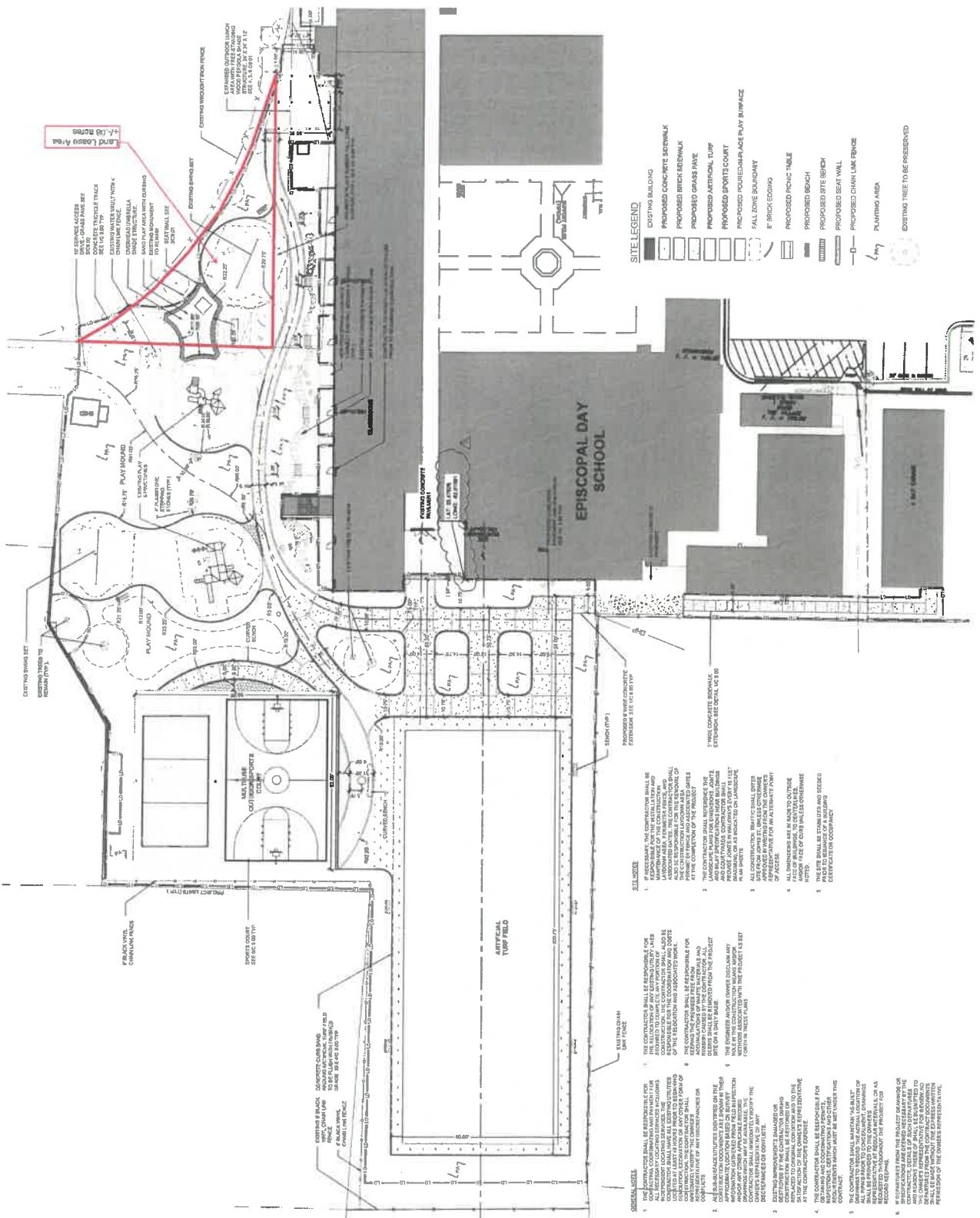
1" = 20'
0
10
20
40



SITE PLAN

LEGEND

[Symbol]	EXISTING BUILDING
[Symbol]	PROPOSED CONCRETE SIDEWALK
[Symbol]	PROPOSED BRICK SIDEWALK
[Symbol]	PROPOSED GRASS PAVE
[Symbol]	PROPOSED ARTIFICIAL TURF
[Symbol]	PROPOSED SPORTS COURT
[Symbol]	PROPOSED PAVED/PAVEMENT SURFACE
[Symbol]	FALL ZONE BOUNDARY
[Symbol]	8" BRICK EDGING
[Symbol]	PROPOSED PAVING TABLE
[Symbol]	PROPOSED SITE BENCH
[Symbol]	PROPOSED SEAT WALL
[Symbol]	PROPOSED CHAIN LINK FENCE
[Symbol]	PLAYING AREA
[Symbol]	EXISTING TREE TO BE PRESERVED



GENERAL NOTES

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES AND THE STATE OF GEORGIA. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL UTILITIES AND ADJACENT WORK.
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DETAILS

- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL RESIDENTIAL CODE (IRC).
- ALL DIMENSIONS ARE IN INCHES UNLESS OTHERWISE NOTED.
- PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL PLUMBING CODE (IPC) AND THE INTERNATIONAL MECHANICAL CODE (IMC).
- ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC).
- ALL MECHANICAL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL CODE (IMC).