

STATE OF GEORGIA)
) FIRST AMENDMENT TO AGREEMENT
COUNTY OF RICHMOND)

This First Amendment to Agreement is made and entered into this 19 day of NOVEMBER, 1999, 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”), 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 Church of The Good Shepherd of Augusta contemplates expanding and remodeling a portion of its property known as the Comey Wing (as shown on a plat of July 24, 1996, prepared by Southern Partners, Inc. and attached hereto as Exhibit B) and the parties hereto desire the same to be developed in an aesthetically pleasing manner compatible with the adjacent Appleby Library property; 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 parties hereto desire to amend and modify this Agreement.

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 extended until December 31, 2024.
2. Lessors agree to increase the land leased pursuant to this Agreement to include the land identified as additional leased area on Exhibit B. The Church of The Good Shepherd of Augusta shall be allowed to develop improvements on this property. Upon the termination of the Lease and at the option of Lessors, all improvements on the leased property

shall be removed by The Church of The Good Shepherd of Augusta, and the leased property shall be returned to the Lessors.

3. The Church of The Good Shepherd of Augusta shall construct and install a wrought iron fence in the location designated on Exhibit B, which fence shall be consistent with the aesthetics of the fence which currently exists on part of the boundaries of the Appleby Library property. The Church of the Good Shepherd shall also provide a gate in the fence and provide such paving as is necessary so that the parking lots of the church and the library shall be accessible and shared as more fully described in paragraphs 4 and 5 below.

4. The Church of The Good Shepherd shall grant to the Augusta-Richmond County Public Library, as operator of the Appleby Library, a license to use the parking facilities of the Church of The Good Shepherd (including the Episcopal Day School) with the exception that the license shall not extend during the hours of 8:00 a.m. to 1:00 p.m. on Sundays and during the hours of 8:00 a.m. to 5:00 p.m. on days when the Episcopal Day School is in session.

5. Lessors shall grant a license to the Church of The Good Shepherd to utilize the parking at the Appleby Library when the Library is not in use.

6. 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.

7. The Trustees of the Scott B. and Annie P. Appleby Trust have joined in this instrument showing their consent to this First 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

Robert D. Jant

Unofficial Witness

BY:

David L. Burton

As its:

Senior Warden

Susan C. Story
Notary Public

My commission expires:

My Commission Expires July 8, 2006



Signed, sealed and delivered in the presence of:

AUGUSTA, GEORGIA

Betty W Murysky
Unofficial Witness

BY: [Signature]
As its: Mayor

Berinda J Brown
Notary Public

Attest: [Signature]
As its: _____

My commission expires: Notary Public, Richmond County, Georgia
My Commission Expires Dec. 5, 2001

[SEAL]

Signed, sealed and delivered in the presence of:

AUGUSTA-RICHMOND COUNTY PUBLIC LIBRARY, an unincorporated association

[Signature]
Unofficial Witness

BY: [Signature]
As its: BOARD PRESIDENT

Martha H. Odom
Notary Public

My commission expires: 6/16/02

[SEAL]

Signed, sealed and delivered in the presence of:

SCOTT B. AND ANNIE P. APPLEBY TRUST

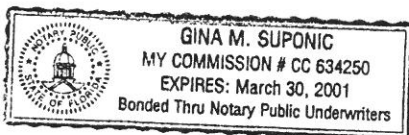
[Signature]
Unofficial Witness

BY: [Signature]
As its: _____

[Signature]
Notary Public

My commission expires: 3/30/01

[SEAL]



STATE OF GEORGIA)
)
COUNTY OF RICHMOND)

AGREEMENT

This agreement made and entered into this 28th
day of January, ¹⁹⁸⁵~~1984~~, by and between the
Church of The Good Shepherd of Augusta; the City Council of Augusta;
Richmond County, Georgia, acting by and through its Board of Com-
missioners; the Augusta-Richmond County Public Library, an unin-
corporated association; and the Trustees of the Scott B. and Annie
P. Appleby Trust;

W I T N E S S E T H:

WHEREAS, the Church of The Good Shepherd of Augusta owns
and operates the Episcopal Day School located at 2230 Walton Way,
Augusta, Georgia, as a parochial elementary school; and

WHEREAS, the City of Augusta and Richmond County, Georgia
jointly own a certain tract of land located at the intersection
of Walton Way and Johns Road in the City of Augusta, County of
Richmond, State of Georgia, and on said property the Appleby
Branch of the Augusta-Richmond County Library is operated; and

WHEREAS, this property on which the library is located
was conveyed to the City Council of Augusta and Richmond County,
Georgia pursuant to a deed from James Scott Appleby with said
property being conveyed for the specific purpose of the operation
of a public library facility on this property; and

WHEREAS, this property is bounded on the East by the
property of the Church of The Good Shepherd of Augusta and a cer-
tain portion of this property adjacent to the property owned by
the Church of The Good Shepherd of Augusta is of little or no
present use in the operation of said library and can be used by
the Church of The Good Shepherd of Augusta in the operation of
the Episcopal Day School; and

WHEREAS, the parties desire to enter into a lease of a portion of this property to the Church of The Good Shepherd of Augusta for use in the operation of the Episcopal Day School and other uses consistent with this instrument.

THEREFORE, it is hereby agreed as follows:

1. That the property outlined in red on the attached drawing shall be leased by the City of Augusta and Richmond County, Georgia to the Church of The Good Shepherd of Augusta for a term of fifteen (15) years commencing January 1, 1985.

2. That the Church of The Good Shepherd of Augusta shall pay to the Augusta-Richmond County Public Library as annual rent the sum of One and NO/100 (\$1.00) Dollar per year payable in advance.

3. The Church of The Good Shepherd of Augusta shall be permitted to move the present fence along the existing boundary between the property of the City of Augusta and County of Richmond and the property of the Church of The Good Shepherd of Augusta so that the leased property is inside the boundary of the Church of The Good Shepherd of Augusta, provided, however, that the costs of moving the fence and any other expenses associated with improving or modifying the leased property shall be borne exclusively by the Church of The Good Shepherd of Augusta.

4. During the terms of this lease, the Church of The Good Shepherd of Augusta shall construct no permanent structures on the leased area, and, upon the termination of the lease, any and all temporary improvements constructed or added to the leased property shall be removed with the leased property being returned to the City of Augusta and County of Richmond.

5. The Trustees of the Scott B. and Annie P. Appleby Trust have joined in this instrument showing their consent to this lease.

THE CHURCH OF THE GOOD SHEPHERD
OF AUGUSTA

BY: [Signature]

AS ITS: [Signature]

CITY COUNCIL OF AUGUSTA

BY: Charles A. DeJany

AS ITS: Mayor

ATTEST: Charles O. Fickel

AS ITS: Clerk of Council

COUNTY OF RICHMOND, GEORGIA ACTING
BY AND THROUGH ITS BOARD OF COMMISSIONERS

BY: R. Jack Miles

AS ITS: County Commission Chairman

ATTEST: John W. Beazley

AS ITS: County Administrator

AUGUSTA-RICHMOND COUNTY PUBLIC LIBRARY,
AN UNINCORPORATED ASSOCIATION

BY: A. Ray Leonard

AS ITS: Vice President

THE SCOTT B. AND ANNIE P. APPLEBY TRUST

BY: Sarah P. Appleby Williams

Mrs. Sarah P. Appleby Williams
As Trustee

BY: F. Jordan Colby

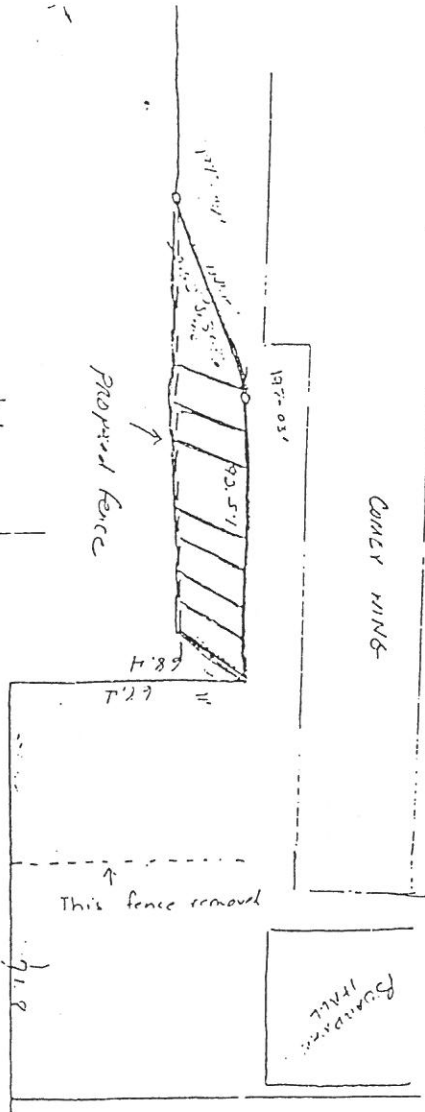
Mr. F. Jordan Colby
As Trustee

NATIONAL BANK OF WASHINGTON, TRUSTEE

BY: Beverly Moffett

AS ITS: TRUST OFFICER

Appleby
Property



CLAYTON HALL

COMLY WINGS

BOARDMAN HALL



SHT 01

ADAIR & BETTY -
BLACKWOOD
TAX MAP 34-4
PARCEL 128.1

N 62°57'33" W

152.62'

PLAYGROUND AREA

WOODEN
BUILDING

Additional Leased Area

S 62°57'53" E

250.21'

Chain-link
Fence

Play
Area

LEASE AREA

- CCA -

AUGUSTA-RICHMOND COUNTY
PUBLIC LIBRARY
APPLEBY BRANCH

TAX MAP 34--4, PARCEL 114

106.25'

Power
Pole

Light
Pole

N 5°50'07" E

Light Post

School

*Plot is being
prepared to be
attached.
In Way*

TRAFFIC
LIGHT

5