

AMENDMENT OF MANAGEMENT AGREEMENT FOR STANDING BOY PRESERVE TO PROVIDE FOR THE CONSTRUCTION AND MAINTENANCE OF A VIEWING TOWER

The **Columbus Consolidated Government of Muscogee County, Georgia** (the “City”) and **Standing Boy, Inc.**, a Georgia nonprofit corporation (“SBI”), hereby enter into this amendment to memorialize their further understanding of the terms and application of their agreement regarding the property located in Muscogee County commonly known as Standing Boy Trails and executed on May 26, 2023 pursuant to City Council Resolution No. 297-22 (the “Management Agreement”).

RECITALS

1. **Intergovernmental Agreement.** The City and the Georgia Department of Natural Resources (the “Department”) entered into an intergovernmental agreement that grants the City control of the Premises (as defined therein) with an effective date of January 31, 2023 (the “IGA”).
2. **Use of the Premises.** Under the IGA, “The Premises shall be used for public outdoor recreational uses in accordance with and to the extent authorized by the Executive Order.”
3. **Viewing Tower.** SBI wishes to construct a viewing tower (as depicted in **Exhibit A**) at the highest point on the Premises (the “Tower”). The Tower is consistent with the Executive Order and will enhance the public outdoor recreational uses available on the Premises.
4. **Trail System and Trail Head.** Under § 2.2 of the IGA, “the City, or SBI, in accordance with the terms of the Management Agreement, may . . .
 - (b) install educational and wayfinding signage and construct rest areas along the trails that consist of amenities such as bike racks, benches, and picnic tables, with the trails depicted in the Trail System Master Plan and all such signage and rest areas collectively constituting the “Trail System,”
 - (c) construct and install parking areas, kiosks and other signage, water fountains, restrooms, benches, picnic tables, pavilions, and other similar infrastructure and amenities (the “Trailhead”);
5. **Permission from DNR.** Under § 16 of the IGA, SBI may not construct the Tower “until plans and specifications for the improvements have been reviewed and approved in writing by the Department and any necessary building permits have been obtained from the City.”
6. **Rights of SBI.** Under § 3.1 of the Management Agreement, “SBI shall construct the Trail System and a Trailhead sufficient for the Trail System and may construct Maintenance Facilities as needed, provided that construction of new parking areas or permanent structures (e.g., a shed for tools and equipment) shall require prior approval from the City.”

7. **Obligations of SBI.** Under § 3.6 of the Management Agreement, “SBI shall have total responsibility for maintaining and managing the Trail System, Trailhead, and Maintenance Facilities in accordance with the IGA.”
8. **Intent.** The Parties wish to facilitate the construction of the Tower on the Premises by acknowledging the application of the Management Agreement to the construction and maintenance of the Tower as well as lay out the steps and commitments of each party with respect to the obtaining of final permission and the construction of the Tower.

AMENDMENT

The parties agree as follows for valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Section 3.1 of the current Management Agreement will be amended to read as follows:
 - 3.1 Construction of Trail System and Trailhead.** SBI shall construct the Trail System and a Trailhead sufficient for the Trail System and may construct Recreational Enhancements and Maintenance Facilities as needed, provided that construction of new parking areas or permanent structures (e.g., a shed for tools and equipment or recreational amenities such as pavilions or observation towers) shall require prior approval from the City.
2. **Incorporation of Tower into Existing Agreements.** For all purposes of the Management Agreement, the Tower shall be part of the Trail System.
3. **Design and Engineering of the Tower.** SBI shall use Challenge Design Innovations (“CDI”) to design, engineer, and construct the Tower and shall bear all associated costs.
4. **Permission to Construct Tower.** After obtaining the approvals required below, SBI may construct the Tower.
5. **Timeline.** Within a reasonable time after the execution of this Amendment, the parties shall take the following actions. These actions are set forth in sequential order, but the parties shall seek complete them as expediently as possible, so that, by way of example, SBI and the City may seek approval from the Department while still in the process of obtaining any necessary building or other permits.
 - 5.1. **City Approval of Final Plans.** SBI shall cause CDI to coordinate with the City’s Department of Engineering and any other departments to provide plans or such other information or documents as necessary to obtain approval of the design and methods of construction for the Tower.
 - 5.2. **Permitting.** SBI shall obtain any necessary building permits.
 - 5.3. **Department Approval.** SBI and the City shall seek written approval from the Department.
 - 5.4. **Construction.** Upon the procurement of all necessary permits, CDI shall construct the Tower.

5.5. **Effect of Amendment:** All other provisions of the Management Agreement not specifically referenced herein, shall remain in full force and effect as originally stated.

[signatures on following page]

The parties hereby execute this Amendment as of _____, 2026.

**COLUMBUS CONSOLIDATED
GOVERNMENT OF MUSCOGEE
COUNTY, GEORGIA**

STANDING BOY, INC.

_____, Mayor

Blake Melton, Chair

