

FIRST AMENDMENT TO
MEMORANDUM OF UNDERSTANDING
CHATTAHOOCHEE RIVER PARK MANAGEMENT

THIS FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING CHATTAHOOCHEE RIVER PARK (this "Amendment") made and entered into this ___ day of _____, 2023 (the "Effective Date"), by and between COLUMBUS, GEORGIA CONSOLIDATED GOVERNMENT ("the City"), and UPTOWN COLUMBUS, INC., a non-profit corporation ("UCI") .

WHEREAS, the City and UCI entered into a Memorandum of Understanding on February 4, 2013 ("the MOU"); and

WHEREAS; pursuant to that MOU, the City leased the property known as the Chattahoochee River Park ("the Park") more fully described in Exhibit A attached hereto to UCI for one dollar per year for a period of ten(10) years with the provision for one additional ten year renewal: and

WHEREAS, the MOU also provided the terms under which UCI would manage upon the; and

WHEREAS, UCI and the City both wish to renew the MOU for an additional ten year period; and make amendment to certain provisions of the Management agreement set forth in the MOU; and

WHEREAS, UCI and the City both desire to amend the MOU to provide certain other terms and conditions set forth in the Lease, all as set forth in this Amendment.

NOW, THEREFORE, the City and UCI, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, covenant and agree as follows:

1. Recitals; Capitalized Terms. The above recitals are hereby incorporated into this Amendment. Capitalized terms used herein but not defined shall have the meaning ascribed to them in the MOU.
2. Additional Reporting Requirements. A new paragraph to be designated as paragraph b.v of Section of Section 2 shall be added to the MOU and read as follows:
 - v. UCI will submit an Annual Whitewater/Zipline Utilization Report, to the City manager, including the number of rafters and zipliners by month due September 1st for the fiscal year ending June 30 of each year.
3. Termination: A new Section 8 Termination which will read as follows is added to the MOU:

“8. Termination: Anything in this MOU to the contrary notwithstanding, the City, upon one hundred and eighty (180) days prior written notice to UCI, may terminate this MOU with or without cause, in which event, UCI and the City shall have no further obligations hereunder to one another, or in any manner, whatsoever, except for such obligations which have arisen or accrued pursuant hereto prior to the date of such termination.”
4. Complete Agreement. The MOU, as modified by this Amendment, constitutes the entire agreement between Landlord and Tenant, and supersedes all previous understandings, letters of

intent and agreements between the parties, if any; and no oral or implied representation or understandings shall vary its terms.

5. Severability. In the event any one or more of the provisions contained in this Amendment should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired thereby.
6. Conflicts. In the event of any conflict or inconsistency between the terms and provisions of this Amendment and those of the Lease, the terms and provisions of this Amendment shall govern and control to the extent of such conflict or inconsistency.

IN WITNESS WHEREAS, the parties have caused this Memorandum to be executed as of the day and year first above written above.

COLUMBUS, GEORGIA
A Consolidated City-County Government

EXECUTION AUTHORIZED
BY RESOLUTION NO

BY: _____
Isaiah Hugley

ITS: City Manager

ATTEST

BY: _____
Sandra T. Davis

ITS: Clerk of Council

FORM APPROVED:

Clifton C. Fay, City Attorney

UPTOWN COLUMBUS, INC.

BY: _____

ITS: _____
(SEAL)

MEMORANDUM OF UNDERSTANDING
Chattahoochee River Park Management

THIS MEMORANDUM OF UNDERSTANDING (this "MOU"), made and entered into this 4th day of February, 2013, amongst the CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA (the "City") and UPTOWN COLUMBUS, INC., a non-profit corporation ("UCI").

BACKGROUND

The River Restoration Project will bring the Chattahoochee River back to its natural flow by breaching 2 dams in this 2.5 mile stretch of the river. This project will restore the Chattahoochee River to the economic engine that it was in our past and provide environmental benefit.

The project will serve as a catalyst for the restoration of properties within this National Historic Landmark District. This restoration will allow the river to regain its historic, environmental, educational, recreational and economic function to these communities. Restoring this 2.5-mile stretch of river channel will reveal magnificent shoals and river rapids and will restore the fall line habitat for rare and endangered species like the shoal bass, mussels and shoal spider lilies.

Based upon a Columbus State University economic impact study, when the project is completed the Valley region stands to benefit economically in several key areas including:

- Drawing visitors from a 5-hour driving radius
- Attracting 188,000 sports participants to the venue annually - 144,000 of which are expected to be from out of town; not to mention an additional estimated 10 spectators for each paddler will be attracted to the river bringing approximately 1.5M people to the riverfront each year
- Generating a total economic impact of \$42M a year, including more than \$2M from new sales and hotel/motel tax revenue
- Creating more than 700 new jobs

In connection with the proposed implementation, development and construction of the River Restoration Project as shown on Exhibit "A" attached hereto and made a part hereof, the City desires to be a partner with the development of the project. UCI is the owner of the property shown on Exhibit "B" and currently is in the process of developing said property into the River Restoration Project. UCI is a non-profit organization that is responsible for the overall growth and development of the central business district. (which encompasses the property shown on Exhibit "B"). The parties acknowledge the benefit to each party individually of having: (i) UCI coordinate the development of the project and (ii) UCI causing the work to be constructed.

NOW THEREFORE, the parties hereto wish to set forth the general terms of the understanding with respect to the management of the Chattahoochee River Park (CRP).

AGREEMENT

1. Completion of the Construction: At the completion of the construction of the Project or upon initiation of whitewater outfitter operations in the Chattahoochee River Park, UCI the Developer will gift to the City the property known as Eagle Phenix (app. 24ac) and City Mills (app 99ac). This property will become the Chattahoochee River Park, and the City will lease back the property to UCI for \$1.00 per year for ten years, with an option for a ten-year renewal upon approval of Columbus Council.
2. **Management**: UCI will be responsible for the oversight of operations of CRP. This will include:
 - a. Procurement and oversight of Outfitters at City-designated river access points, as shown on Exhibit "C". UCI shall insure that all such Outfitters perform their duties in accordance with generally accepted standards for whitewater operations
 - b. Access control
 - i. UCI will manage City-designated river access and take out points from South of the Federal Energy Regulatory Commission boundary to the Trade Center landing.

- ii. UCI will receive a fee from any Outfitter for Outfitter Guide Services for whitewater operations.
 - iii. The City shall receive a fee from Uptown Columbus, Inc. for Outfitter Guide Services equal to 3.5% of the prevailing approved Outfitter Guide Services fee for each individual rafter utilizing Outfitter Guide Services.
 - iv. UCI and Outfitter or Outfitters will develop a system of accountability to determine all Outfitter Guide Services revenue owed to UCI and City for whitewater operations, subject to approval of the City Finance Department.
 - c. Coordination with Columbus Police Department on security.
 - d. Coordination with Columbus Fire and EMS Department and Department of Natural Resources on safety and rescue.
 - e. Maintenance and trash removal at the City-designated river access points.
 - f. Maintaining of in-river whitewater features.
 - g. UCI will control all City-designated river access points from South of the Federal Energy Regulatory Commission boundary to Trade Center Landing.
 - h. Event planning and operations, subject to special events sponsored by the City.
3. **Indemnity and Insurance:** UCI shall indemnify and hold City harmless for any and all claims of liability for personal injury, property damage or death which may arise or occur out of performance under this agreement. UCI shall require any Outfitter to purchase and demonstrate general public liability insurance coverage in an amount not less than \$1,000,000.00 and City shall be named as an additional insured in all such policies. Uptown further agrees to provide Commercial General Liability (or equivalent) coverage on an occurrence (not claims made) basis as required in the City's Lease Agreement with Georgia Power, Section 10.10 (a)-(d) of at least \$10 million for any one occurrence and including broad-form contractual liability coverage, completed operations coverage, broad-form bodily injury and property damage coverage and severability of interest for each insured, subject to a commercially reasonable deductible applicable to any person or entity utilizing the Property.
4. **Binding Effect:** The MOU sets forth the understanding and commitment of the parties and may be modified and amended by a more definitive agreement, but the obligations of the parties set forth herein are intended to be binding upon the parties, subject, however, to the prior approval of the MOU by the Columbus Council and UCI.
5. **Governing Law:** This MOU will be governed by and construed in accordance with the laws of the State of Georgia.
6. **Notices:** All notices and other communications permitted or given in connections with this MOU shall be in writing and shall be deemed to have been properly given if delivered in person, or by courier, or sent by United States mail, Registered or Certified, Return Receipt Requested, to the addresses set forth below or to such other address as may be from time to time specified by written notice delivered in accordance herewith:
7. **Authorization to apply for Grant Funding:** The Mayor and City Manager are authorized to approve the application for grant funding as identified for this project. The application for any grant funding shall not require an additional match commitment beyond the amount outlined in Paragraph 3 of this document. The Mayor and City Manager are further authorized to execute any and all documents necessary to receive grant funds and facilitate the completion of the project.

If to the City: Columbus Consolidated Government of Columbus, Georgia
 Attn: City Manager
 P.O. Box 1340
 Columbus, Georgia 31902-1340

If to UCI: Uptown Columbus, Inc.
 Richard Bishop
 P.O. Box 1237
 Columbus, Georgia 31902-1237

IN WITNESS WHEREAS, the parties have caused this Memorandum to be executed as of the day and year first above written.

CONSOLIDATED GOVERNMENT OF
COLUMBUS, GEORGIA

By: *Debra Hufey*

Its: City Manager

(SEAL OF CITY)

UPTOWN COLUMBUS, INC.

By: *Richard S. Bishop*

Richard S. Bishop, President

(CORPORATE SEAL)

EXECUTION AUTHORIZED

By Resolution No. 251-12

Jimmy B. Washington
Clerk of Council

Exhibit A River Restoration Project

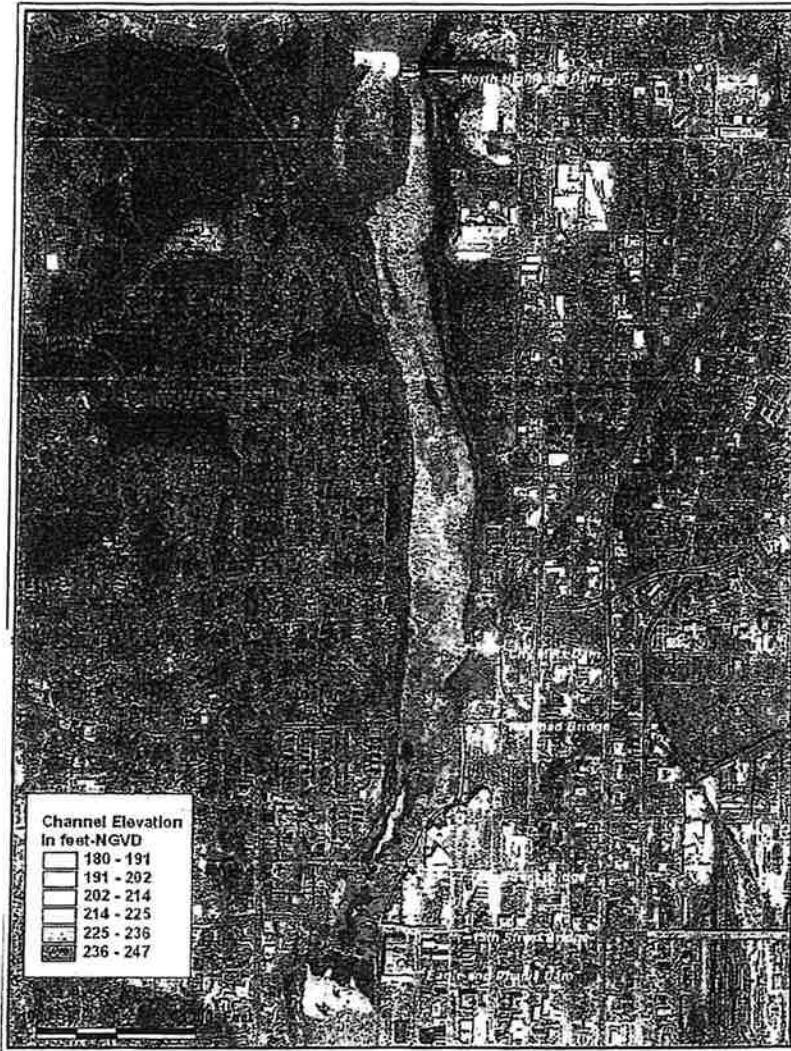
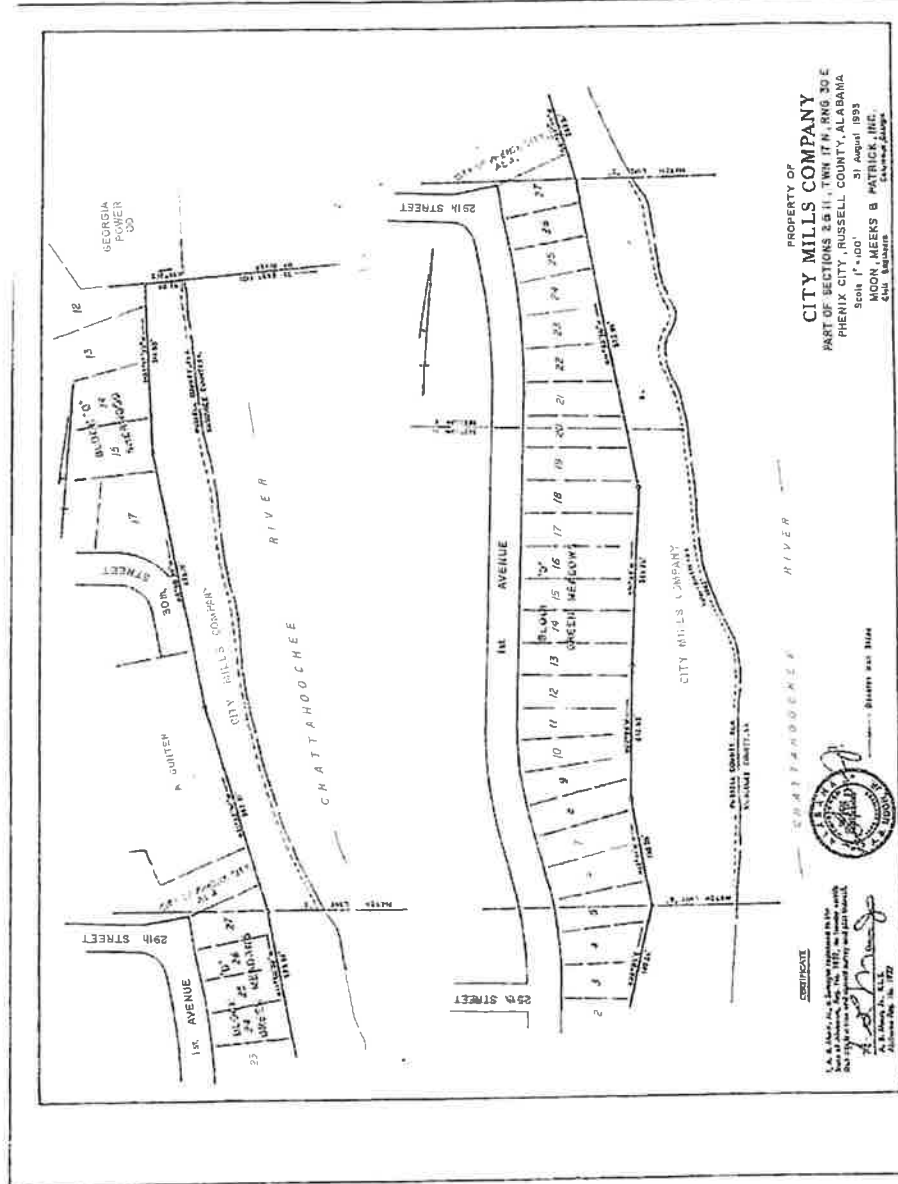


Figure 7. Topographic survey of the Chattahoochee River channel

Exhibit B ge 1
99 Acres



PROPERTY OF
CITY MILLS COMPANY
 PART OF SECTIONS 25 1/2, 1/4, 1/2, 3/4, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100
 PHENIX CITY, RUSSELL COUNTY, ALABAMA
 Scale 1" = 100'
 31 August 1933
 M. C. MECKS, JR., President
 City Mills Company



CONFIDENTIAL
 L. A. Meeks, Jr., Engineer (Registered in the State of Alabama, Exp. 1935) has prepared this map for the City Mills Company, and it is hereby certified that it is a true and correct copy of the original map on file in the office of the Surveyor General of the State of Alabama, at Montgomery, Alabama, this 1st day of August, 1933.

Exhibit
Access and Take Out Points

