



Office of The Administrator

ih

George R. Kolb
Administrator

Room 801 - Municipal Building
530 Greene Street - AUGUSTA, GA. 30911
(706) 821-2400 - FAX (706) 821-2819

August 6, 2002

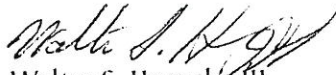
Mr. Tom Beck
Recreation & Parks Director
2027 Lumpkin Road
Augusta, GA 30906

Dear Tom:

The Augusta Commission, at their regular meeting held Tuesday, August 6, 2002 approved the transfer of deed for 1.19 acres at Blount Park to Sand Hills Neighborhood Association for the purpose of economic development in the Sand Hills area. (Approved by Public Services Committee July 29, 2002)

If you have any questions, please contact me.

Yours truly,


Walter S. Hornsby III
Deputy Administrator

cc: Mr. James Steele

08-06-02: #5



LAW DEPARTMENT

Vanessa Flournoy
Staff Attorney
Sparticus Heyward
Staff Attorney

501 Greene Street, Suite 302
Augusta, GA 30901
(706) 842-5550 FAX (706) 842-5556

MEMORANDUM

TO: Tom Beck, Director of Augusta Recreation & Parks
James Steele, Housing Administrator

FROM: Vanessa Flournoy, Staff Attorney *Flournoy*

SUBJECT: Sand Hills Neighborhood Association Inc. Agreement

DATE: September 17, 2002

Attached you will find a copy of the contract between Augusta, Georgia and Sand Hills Neighborhood Association, Inc. If you have any questions, please contact me at 842-5550.

VF/bwc

Attachment

Cc: James B. Wall, City Attorney

STATE OF GEORGIA)

COUNTY OF RICHMOND)

AGREEMENT

This AGREEMENT is made and entered into 6th day of AUGUST, 2002, by and between **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia with its address at 530 Greene Street, Augusta, Georgia 30911 (hereinafter the "Grantor"), and **SAND HILLS NEIGHBORHHOD ASSOCIATION, INC** with its address at 2924-C Henry Street, Augusta, Georgia (hereinafter "Grantee").

WITNESSETH:

WHEREAS, Grantor owns a certain parcel of property more particularly described herein; and

WHEREAS, Grantee desires to acquire said property under the terms and conditions set forth herein, for the purposes of locating its interim office space and to promote economic development of the area.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. TRANSFER OF PROPERTY; QUITCLAIM DEED ON COMPLIANCE.

The Grantor hereby agrees to convey to Grantee, in consideration of the mutual covenants and promises contained herein, the property more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter the "Property"); PROVIDED, HOWEVER, such conveyance shall be made in consideration of this Agreement to be secured by a Deed to Secure Debt, and meeting all requirements and obligations set forth in Section 2., below. Should Grantee fail to meet any one or more of said requirements and/or obligations, Grantor shall have the right to declare Grantee in breach of this Agreement, and Deed to Secure Debt. At such time as Grantee complies, to the satisfaction of the Grantor and in its sole discretion, with all of said requirements and/or obligations, the Grantor shall release its lien on the Property.

COPY

2. REQUIREMENTS AND OBLIGATIONS OF GRANTEE:

In order to avoid default under this Agreement and the accompanying Deed to Secure Debt and to obtain a release of lien to the Property from Grantor, Grantee must meet all of the following requirements and obligations as to the Property:

- (a) During construction of the new Sand Hills Park and Recreation Center, Grantee will use the Property including the existing on-site park house as an interim office.
- (b) Upon completion of the Sand Hills Park and Recreation Center and occupancy by the Sand Hills Association, the Property will be incorporated in the Association's neighborhood redevelopment plans and redeveloped for affordable single family housing.
- (c) The Association would have a maximum of two (2) years to redevelop the Property. If Grantee does not redevelop the Property within the two-year period, Grantor may declare grantee in default of this Agreement and the Deed to Secure Debt and foreclose on the property. Grantor and Grantee reserve the right to renegotiate the Agreement to extend the two-year period.
- (d) If the Property is used for purposes other than as provided herein, Grantor has a right to require specific performance of this Agreement and /or require the Property to declare Grantee in default of this Agreement and the Deed to Secure Debt and foreclose on the property.
- (e) In connection with the proposed transfer of the Property, the Sand Hills Association would assume all responsibility for maintenance and upkeep of the Property.
- (f) Grantee shall be required to execute documents necessary to effectuate this Agreement, including without limitation a Deed to Secure Debt.
- (g) Grantee further agrees to indemnify and hold harmless AUGUSTA, the Augusta-Richmond County Commission, its employees, agents, representatives, elected officials and officers from and against any and all claims, demands, causes of action and/or liabilities arising out of or in connection with this Agreements and the conveyance contemplated herein and/or Grantee's performance of this Agreement.

3. MISCELLANEOUS.

- a. No delay or omission of the right to exercise any power by either party shall impair any such right or power, or shall be construed as a waiver or any default or as acquiescence therein.

One or more waivers of any covenant, term or condition of this Agreement by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

b. Any notices sent under this Agreement must be in writing and shall be deemed valid, if sent by certified mail, return receipt requested, or by any national courier service which requires proof of receipt, addressed as follows, or sent to any other address that the party to be notified may have designated to the sender by like notice at least thirty (30) days prior:

Grantor:

Augusta, Georgia
Attn: Administrator
Room 801, Municipal Bldg (11)
530 Greene Street
Augusta, GA 30911

With copy to:

Mr. Tom Beck
Recreational Department Director

Grantee:

Mr. Tim Wilson
Sand Hills Neighborhood Association, Inc.
2924-C Henry Street
Augusta, GA 30909

c. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision.

d. This Agreement sets forth all of the provisions, agreements, conditions, covenants, terms and understandings between the parties relative to the subject matter. There shall be no provisions, agreements, conditions, covenants, terms, understandings, representations or inducements either oral or written between the parties hereunder unless reduced to writing and signed by all parties to this Agreement.

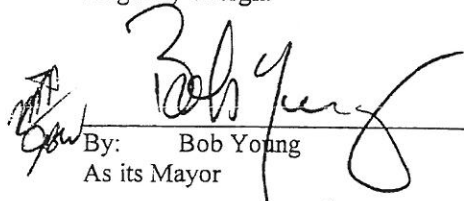
e. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns.

f. This Agreement shall be governed by and construed according to the laws of the State of Georgia.

g. All claims, disputes and other matters in question between the parties arising out of or relating to this Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. Grantee, by executing this Agreement, specifically consents to venue in Richmond County and waives any right to contest venue in the Superior Court of Richmond County, Georgia.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first above written.

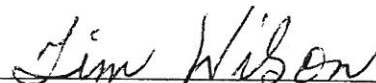
Augusta, Georgia

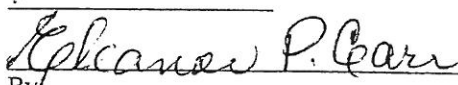

By: Bob Young
As its Mayor

ATTEST:

Clerk

SAND HILLS NEIGHBORHOOD ASSOCIATION, INC


By: Jim Wilson
As its President

ATTEST:
1

By: Stephen P. Carr
As its Secretary

ATTEST:

COPY

SAND HILLS NEIGHBORHOOD ASSOCIATION, INC.



Tim Wilson
President

Vice President

Henri Freeman
Treasurer

Eleanor Carr
Secretary

June 14, 2002

Tom F. Beck
Director of Parks and Recreation Department
2027 Lumpkin Road
Augusta, Georgia 30906

RE: Transfer of a Portion of Blount Park

Dear Mr. Beck:

As a follow-up to recent discussions with you and James Steele of the Housing and Neighborhood Development Department, this is a formal request on behalf of the Sand Hills Neighborhood Association to permanently transfer a portion of Blount Park located in our neighborhood to the Association. The Association desires to take possession of this property for two reasons: (1) To provide interim office space for the Association as it formalizes its role as a designated Community Housing and Development Organization (CHDO) for the Sand Hills Community; and (2) To anchor the Association's proposed affordable housing and redevelopment plans for the community.

The Association proposes to use the vacant park house on the site as its interim office and community clearinghouse until the new Sand Hills Recreation Center is opened. Upon the opening of the new recreation center, the Association would proceed with redevelopment of the property to accommodate new affordable housing for low and moderate-income households. The Association would use the park property as leverage to attract private development interest and financing to the community. Therefore, the Association would greatly appreciate your consideration of this request. The Association will assume responsibility for all maintenance and upkeep of the transferred park property. Should you have any further questions, please contact me at 706-736-8890.

Sincerely,

Tim Wilson
President, Sand Hills Neighborhood Association, Inc.

Cc: George Kolb, Administrator
James E. Steele, HND

COPY

WHEELER ROAD
R/W VARIES



1-1/2" O.T.F.

TAX MAP 34-1, PARCEL 100

TAX MAP 34-1
PARCEL 65

TAX MAP 34-1, PARCEL 67

TAX MAP 34-1, PARCEL 69

TAX MAP 34-1, PARCEL 71

249.07'(T.E.)

LANGLEY LANE
R/W VARIES

N87°38'43"W
38.88'
(TOTAL)

TAX MAP 34-1
PARCEL 98

S87°36'43"E 157.20'(T.E.)

SEE BLOW UP

TAX MAP 34-1, PARCEL 97

TAX MAP 34-1, PARCEL 96

TAX MAP 34-1, PARCEL 95

TAX MAP 34-1, PARCEL 94

TRACT "C"
- AREA -
0.33 acres

TAX MAP 34-1, PARCEL 93

TAX MAP 34-1, PARCEL 92

TAX MAP 34-1
PARCEL 91

TAX MAP 34-1
PARCEL 91.1

TAX MAP 34-1, PARCEL 90

S78°04'21"E 191.49'(T.E.)

S88°56'11"E 30.08'

C.N.S. IN ASPHALT

ALLEN STREET
R/W VARIES

189.29'

N80°28'39"W
114.88'(T.E.)

N83°10'10"W

S01°15'49"W 33.11'

232.47'

FENCE POSTS MEANDERS
ALONG PROPERTY LINE

CHAINLINK FENCE

WIRE FENCE MEANDERS
ALONG PROPERTY LINE

BASEBALL
FIELD

TRACT "B"
- AREA -
1.66 acres

S87°53'17"W 211.76'

BOTTOM
SLOPE

BASKETBALL
COURT

TENNIS
COURT

TRACT "A"
- AREA -
1.19 acres

LANGLEY LANE
10'± R/W
(ABANDONED)



EXISTING
BUILDING

WIRE FENCE MEANDERS
ALONG PROPERTY LINE

TAX MAP 34-1
PARCEL 77

TAX MAP 34-1
PARCEL 78

TAX MAP 34-1
PARCEL 79

TAX MAP 34-1
PARCEL 80

TAX MAP 34-1
PARCEL 81

TAX MAP 34-1
PARCEL 82

TAX MAP 34-1
PARCEL 83

TAX MAP 34-1
PARCEL 84

TAX MAP 34-1
PARCEL 85

TAX MAP 34-1
PARCEL 86

TAX MAP 34-1
PARCEL 87

TAX MAP 34-1
PARCEL 88

TAX MAP 34-1
PARCEL 89

TAX MAP 34-1
PARCEL 92

TAX MAP 34-1
PARCEL 93

TAX MAP 34-1
PARCEL 94

TAX MAP 34-1
PARCEL 95

FLEMING AVENUE
R/W VARIES

W ONLY

COPY