

**COLUMBUS CONSOLIDATED GOVERNMENT
AMERICAN RESCUE PLAN
AFFORDABLE HOUSING INITIATIVE
GRANT AGREEMENT**

Property Address: 1104 Leslie Drive, Columbus, Georgia 31903

THIS COLUMBUS CONSOLIDATED GOVERNMENT AMERICAN RESCUE PLAN AFFORDABLE HOUSING INITIATIVE GRANT AGREEMENT (this “Agreement”) is entered into as of _____, 2024, by and between **COLUMBUS, GEORGIA**, a consolidated city-county government of the State of Georgia (“Grantor”) and **COLUMBUS HOUSING INITIATIVE, INC. D/B/A NEIGHBORWORKS COLUMBUS**, a Georgia non-profit corporation (“Grantee”).

WITNESSETH:

WHEREAS, Grantee is the owner of certain real property located in **Columbus, Georgia** and more particularly described on Exhibit A attached hereto (the “Property”); and

WHEREAS, Grantor is qualified by the United States Department of Treasury (“Treasury”) to receive certain funds (the “ARP Funds”), pursuant to the American Rescue Plan (“ARP”), created pursuant to the American Rescue Plan Act of 2021 (the “Act”) and administered by Treasury. The Act and all other statutory or regulatory conditions applicable to this Grant shall hereinafter be collectively referred to as the “ARP Laws”; and

WHEREAS, Grantor has agreed to grant and award to Grantee ARP Funds up to **Eight Hundred Seven Thousand, Three Hundred Thirty Dollars and Zero Cents (\$807,330.00)** (the “Grant”) for pre-development and due diligence costs for the construction of the Project (as hereinafter defined) on the Property, all in accordance with the ARP Laws, and this Agreement.

NOW, THEREFORE, in consideration of Grantor’s agreement to make the Grant to Grantee, the sum of Ten and No/100 Dollars and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the following terms and conditions, the parties hereto agree, and covenant as follows:

1. **GRANT TERMS.** Grantor agrees to make the Grant to Grantee upon the following terms and conditions:

The Grant. Subject to the provisions of this Agreement, Grantor will make, and Grantee will accept the Grant. The proceeds of the Grant shall consist of funds from the **Columbus, Georgia ARP Affordable Housing Initiative** not to exceed **Eight Hundred Seven Thousand, Three Hundred Thirty Dollars and Zero Cents (\$807,330.00)** solely for pre-development costs to build apartments on the Property for rent exclusively to low-income seniors deemed “Qualified Renters” pursuant to the definition of the same set forth on Exhibit “B” (the “Project”), in strict accordance with the terms of this Agreement. The Grant funds and the performance of Grantee’s obligations under this Agreement with respect to the use and, if applicable, repayment of the same shall be secured by a **City of Columbus**,

Georgia American Rescue Plan Grant Deed to Secure Debt (the “Security Deed”). The Security Deed and this Agreement, together with all other documents and agreements relating to the Grant, as they may be amended, supplemented and/or restated from time to time, shall hereinafter be collectively referred to as the “Grant Documents.”

2. **TERM OF AGREEMENT; DISBURSEMENT OF GRANT PROCEEDS.**

(a) **Term.** This Agreement and Grantee’s obligations hereunder shall commence on the date hereof and expire on the date that is twenty (20) years from the date the Project is completed, which shall be the date of the first lease executed by a Qualified Renter for the Property. Upon such an event occurring the parties shall execute an addendum to this Agreement setting forth such date as the beginning of such 20-year period. Notwithstanding the foregoing to the contrary, the obligations and agreements hereunder shall extend beyond such 20-year period if at such time an Event of Default exists or an event has occurred which, if it were to continue beyond any applicable cure period, would be an Event of Default and shall continue until such matter is cured to the Grantor’s satisfaction or waived in writing.

(b) **Term for Draw Requests.** Grantee shall have until December 31, 2024, to make requests for advances under the Grant pursuant to the terms of this Section 2. Any advances for any remaining Grant funds after such date shall be solely at the discretion of Grantor.

(c) **Conditions Precedent to Advances.** Grantor shall not be required to advance any Grant funds unless it receives a written request from Grantee in such form and including such information as Grantor may require, and at the time of any such request the following conditions have been met:

(i) **Insurance:** Grantee shall have obtained and furnished to Grantor such property and casualty, liability and other insurance as Grantor may reasonably require in coverage, amounts, and with insurers reasonably acceptable to Grantor, naming Grantor as an additional insured or loss payee as applicable.

(ii) **Title Evidence.** A title insurance commitment (the “Commitment”), evidencing the title insurance company’s commitment to issue an owner’s title insurance policy if favor of Grantee upon compliance with all necessary requirements, insuring good and good and marketable fee simple title to the Property being held by Grantee, subject only to such encumbrances as reasonably approved by Grantor, or, as the case may be, an actual Owner’s title insurance policy insuring the Grantee’s title and subject only to such encumbrances (the “Title Policy”). Following the issuance of the Commitment or the Title Policy, as the case may be, Grantee must furnish Grantor with satisfactory evidence establishing that no new liens or other encumbrances have been filed of record against the Property, other than the Security Deed.

(iii) **Evidence of Compliance.** Provide Grantor with satisfactory evidence of the existence of the following requirements:

(A) Grantee has provided Grantor with all items required to be provided prior to a disbursement in accordance with the ARP Laws.

(B) Up to date compliance with the terms and conditions of this Agreement.

(C) Grantee has provided such invoices, statements of account or other documentation with such information as Grantor may request evidencing the sums that have been expended and which are the subject of the disbursement being requested and such interim or final lien waivers, as applicable, as Grantor may request. Grantee shall be responsible for insuring that all such amounts are eligible for reimbursement under the ARP Laws.

3. **GRANTEE'S REPRESENTATIONS, COVENANTS AND WARRANTIES.**

In order to induce the Grantor to enter into this Agreement and to award the Grant, Grantee makes the following representations, warranties and covenants as of the date hereof, which representations, warranties and covenants shall survive the delivery hereof and the making of the initial and all subsequent advances of Grant proceeds hereunder, and shall be deemed remade by Grantee in full upon the submission by Grantee of each request for an advance of Grant proceeds:

(a) Grantee is or shall be the owner of the Property in fee simple, subject to only such matters as set forth in the Title Policy.

(b) Grantee has the necessary power to borrow money and receive grants subject to such obligations and liabilities as may be required for the purposes, in the manner and to the extent contemplated herein.

(c) Grantee has the legal capacity, power and right to execute and deliver this Agreement, the Security Deed, and the other Grant Documents to which it is a party and to observe and perform all of the provisions of such documents to which it is a party.

(d) Grantee's execution and delivery of this Agreement, the Security Deed, the other Grant Documents and Grantee's performance or observance of the provisions of any such documents do not violate and shall not violate any existing provision in any law applicable to Grantee. Grantee's entering into and performance under the terms of this Agreement is not a violation or a default under any existing contract or obligation binding on Grantee.

(e) This Agreement, the Security Deed, and the other Grant Documents are legally binding upon Grantee and are enforceable in accordance with their respective terms.

(f) The officer or officers executing and delivering this Agreement and the other Grant Documents have been duly authorized to execute this Agreement and the other Grant Documents on behalf of Grantee.

(g) Grantee shall timely pay any indebtedness and timely satisfy and perform all other obligations of Grantee as provided for hereunder and in any other Grant Document (all such indebtedness and obligations are hereinafter collectively referred to as the "Obligations"). The payment and performance of the Obligations shall be secured by the Security Deed.

(h) Grantee shall not sell, transfer or convey all or any part of its interest in the Property, or any legal or beneficial interest in the Property, by operation of law or otherwise, without Grantor's prior written consent and so long as any Obligations are outstanding, except for any other security deeds described in the Title Policy.

4. GRANTEE'S COVENANTS REGARDING FEDERAL LAWS AND REGULATIONS.

(a) ***ARP Requirements.*** The Grantee hereby agrees and covenants that it shall comply with the requirements, terms and conditions of the ARP Laws and as reasonably interpreted by Grantor.

(b) ***Other Federal Requirements.*** All other Federal laws and regulations concerning the use of Federal funds are hereby made a part of this Agreement and Grantee hereby agrees and covenants that it will comply with all applicable terms, conditions and requirements of such Federal laws and regulations.

5. EVENTS OF DEFAULT; REMEDIES.

(a) ***Events of Default.*** Each of the following shall constitute an Event of Default hereunder:

(i) Grantee's failure to utilize Grant proceeds within the time periods required under the ARP Laws or if the use of the Property ceases to be used as housing for low-income seniors in accordance with the ARP Laws.

(ii) If any representation or warranty made under this Agreement, or any of the other Grant Documents, or in any certificate or statement furnished or made to Grantor by Grantee pursuant hereto or in connection herewith or with the Grant hereunder, shall prove to be untrue or inaccurate in any material respect as of the date on which such representation or warranty is made by Grantee;

(iii) (omitted);

(iv) Grantee defaults in the observance or performance of any of the covenants or agreements (other than representations or warranties or compliance with time periods), contained in this Agreement to be kept or performed by Grantee,

and such default continues without remedy satisfactory to Grantor for a period of thirty (30) days after written notice thereof being given by Grantor to Grantee;

(v) If any mechanics', materialman's or other similar lien or encumbrance is filed against the Property, or the fixtures, materials, machinery and equipment to be used in the Property or other collateral that secures the Obligations, and the same is not cancelled or discharged by bond within fifteen (15) business days following written notice thereof from the Grantor to Grantee,

(vi) If the Security Deed is subordinated, without Grantor's consent, to any other deed to secure debt or similar instrument, not identified in the Title Policy, or the Security Deed otherwise fails to be a lien on the Property;

(vii) (omitted); or

(viii) The Grantee is adjudged as bankrupt, files a petition in bankruptcy or has a petition in bankruptcy filed against it or makes an assignment for the benefit of its creditors.

(b) ***Remedies Upon Default.***

(i) Upon any Event of Default, the Grantor, without further notice to the Grantee may proceed to initiate any or all remedies set forth in this Agreement and/or the other Grant Documents or otherwise available at law or in equity, including, but not limited to, seeking the reimbursement of the entire amount of Grant funds advanced and the foreclosure of the Security Deed.

(ii) All of the rights and remedies of the Grantor shall be cumulative to the fullest extent permitted by law and shall be in addition to all those rights and remedies afforded the Grantor at law or equity or in bankruptcy.

6. **COOPERATION.** The Grantee agrees to reasonably cooperate with the Grantor, the Department of Treasury and any other necessary parties as may be reasonably necessary or desirable to accomplish the purpose and intent of this Agreement, including without limitation, as necessary for compliance with the ARP Laws and any other requirements of the Grantor or Department of Treasury Rules.

7. **INDEMNIFICATION.** The Grantee agrees to protect, defend, indemnify, and hold harmless the Grantor, its commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the Property or other rights of any person or persons to the extent arising out of and attributed to the negligent errors, acts, or omissions of the Grantee. The Grantee's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. The Grantee further agrees to protect, defend, indemnify, and hold harmless the Grantor, its commissioners, officers, agents, and employees from

and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Grantee or any employee of the Grantee's contractors, subcontractors, agents or representatives.

8. **MISCELLANEOUS PROVISIONS.** The following conditions and provisions shall be applicable throughout the term of the Grant:

(a) **Binding Effect.** This Agreement shall be binding upon the parties, their heirs, personal representatives, successors and assigns.

(b) **Waiver.** Advances of Grant proceeds hereunder shall not constitute a waiver of any of the conditions of Grantor's obligations to make further advances nor, in the event Grantee is unable to satisfy any such condition, shall any such waiver have the effect of precluding Grantor from thereafter declaring such inability to be an Event of Default as herein provided.

(c) **Notices.** All notices required under this Agreement shall be in writing and addressed to the other party at the address set forth in this Section. All such notices shall be deemed to have been given and received as follows: three (3) business days from the date of deposit in the U.S. mail, certified mail, return receipt requested, postage-prepaid; or when hand delivered by the party, an overnight service (such as FedEx), or a courier service. The following addresses shall be used:

Grantor: Columbus Consolidated Government
Community Reinvestment Department
Attn: ARP Project Analyst
420 10th Street
Columbus, Georgia 31901

Grantee: NeighborWorks Columbus
Attn.: Executive Director
P.O. Box 1620
Columbus, GA 31902

(d) **Amendments to be in Writing.** This Agreement or any provision hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the parties hereto.

(e) **Severability.** If any provision of this Agreement or any Grant Document shall be determined to be invalid, void or unenforceable, said determination shall not affect the validity or enforceability of any other valid provision of this Agreement.

(f) **Jurisdiction.** Grantee hereby consents to the jurisdiction of the State and Federal courts in the State of Georgia for all disputes relating to the construction, interpretation, enforcement, and performance of this Agreement, the Security Deed and the other Grant Documents, hereby waiving all defenses based on jurisdiction, venue, or convenience of forum.

(g) ***Incorporation of Exhibits.*** **Exhibit A** attached hereto is hereby incorporated herein and made a part hereof. **Exhibit B** attached hereto is hereby incorporated herein and made a part hereof.

(h) ***Survival of Covenants, Agreements, Warranties and Representations.*** All covenants, agreements, warranties and representations made by Grantee herein shall survive the making of the Grant and each advance thereof hereunder and the execution and delivery of this Agreement, the Security Deed, and all of the other Grant Documents, and shall be deemed to be continuing covenants, agreements, representations and warranties and shall be deemed to be remade and restated by Grantee each time Grantee requests an advance hereunder.

(i) ***Interpretation.*** No course of dealing in respect of, nor any omission or delay in the exercise of, any right, power, remedy or privilege by Grantor shall operate as a waiver thereof, nor shall any right, power, remedy or privilege of Grantor be exclusive of any other right, power, remedy or privilege referred to herein or in any related document or now or hereafter available at law, in equity, in bankruptcy, by statute or otherwise. Each such right, power, remedy or privilege may be exercised by Grantor, either independently or concurrently with others and as often and in such order as Grantor may deem expedient. No waiver or consent granted by Grantor or the Grantee, as applicable, in respect to this Agreement, the Security Deed or any other Grant Document or related writing shall be binding upon Grantor or the Grantee, as applicable, unless specifically in writing by a duly authorized representative of Grantor or the duly authorized representative of the Grantee, which writing shall be strictly construed. The parties hereto hereby agree that this Agreement and the other Grant Documents shall be so interpreted to give effect and validity to all the provisions hereof to the fullest extent permitted by law. A determination made by a court that a specific term or condition hereunder is unenforceable shall not terminate this Agreement and it shall continue in full force and effect as to all other terms and conditions hereunder.

(j) ***Choice of Law.*** This Agreement, the Grant Documents and the related writings and the respective rights and obligations of the parties hereto shall be construed in accordance with and governed by the laws of the State of Georgia.

(k) ***Assignment.*** Grantee may not assign any of its rights or obligations under this Agreement to any other party without the prior written consent of the Grantor.

(l) ***Time of Essence.*** Time shall be of the essence in the performance of all of the Grantor's and Grantee's obligations under this Agreement and the other Grant Documents and the instruments related hereto or thereto.

(m) ***No Third-Party Beneficiaries.*** All conditions of the obligations of Grantor to make advances hereunder are imposed solely and exclusively for the benefit of Grantor and its assigns and Grantee, and no other person shall have standing to require satisfaction of such conditions in accordance with their terms or be entitled to assume that Grantor will not refuse to make advances in the absence of strict compliance with any or all thereof and no other person shall, under any circumstances be deemed to be a beneficiary of such

conditions, any or all of which may be freely waived in whole or in part by Grantor at any time if in its sole discretion it deems it advisable to do so.

(n) **Relationship of Parties.** Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or create any partnership, joint venture or other association between the Grantor and the Grantee.

(o) **Counterparts.** This Agreement may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement, under seal, as of the day and year first written above.

GRANTOR:

COLUMBUS, GEORGIA

By: _____
Isaiah Hugley
City Manager
Columbus Consolidated Government

Attested by: _____
Sandra Davis
Clerk of City Council

GRANTEE:

NeighborWorks Columbus.,
a Georgia non-profit corporation

By: _____
Cathy Williams,
Executive Director

Tax ID Number:

EXHIBIT A

Legal Description

044 001 007

All that lot, tract and parcel of land situate, lying and being in Columbus, Muscogee County, Georgia, being known and designated as **“PARCEL 5000, 37.73+/- Ac.”**, as said parcel is shown upon that certain survey entitled “Replat for FBC Recovery, LLC, Part of Land Lots 9 & 10, 7th District, Columbus, Muscogee County, Georgia”, dated March 5, 2019, prepared by Moon, Meeks, Mason & Vinson, Inc., and recorded in Plat Book 166, Page 49, in the office of the Clerk of Superior Court of Muscogee County, Georgia, to which map or plat reference is made for the particular location and dimensions of said parcels.

044 001 010 and 045 001 017

All those lots, tracts and parcels of land situate, lying and being in Columbus, Muscogee County, Georgia, being known and designated as **“PARCEL B3, 0.14 Ac.’ and ‘PARCEL B4, 0.14 Ac.’”**, as said parcels are shown upon that certain survey entitled “Boundary Survey for Elliott Family Properties, LLC, Part of Land Lots 9 & 10, 7th District, Columbus, Muscogee County, Georgia”, dated August 18, 2017, prepared by Moon, Meeks, Mason & Vinson, Inc., and recorded in Plat Book 165, Page 180, in the office of the Clerk of Superior Court of Muscogee County, Georgia, to which map or plat reference is made for the particular location and dimensions of said parcels.

EXHIBIT B

Definition of Qualified Renter

1. Purpose: This policy outlines the Definition of Qualified Renter for the development of affordable housing utilizing American Rescue Plan (ARP) funding. It defines the qualifications necessary for individuals to be considered as qualified renters under this program, as well as the requirements of subrecipients to ensure renters are qualified.

2. Scope: This definition applies to individuals and households benefitting from the development of affordable housing under the American Rescue Plan (ARP) funding within the City of Columbus.

3. Eligibility Criteria: A qualified renter under the American Rescue Plan (ARP) funding must meet the following criteria:

a. **Income Threshold:** The individual or household's income must be below 80% of the area median income (AMI) based on household size. This threshold is determined annually by the United States Department of Housing and Urban Development (HUD).

b. **Certification of Income:** Prior to entering into a lease agreement, the individual or household must have their income certified. Certification of income involves providing documentation or proof of income to verify eligibility.

c. **Documentation of Eligibility:** Documentation of eligibility, including proof of income, must be provided to demonstrate compliance with the income threshold requirements.

4. Verification Process:

a. **Income Certification:** Qualified renters must undergo a process of income certification conducted by the subrecipient who is responsible for administering the ARP funded development.

b. **Documentation Submission:** Applicants must submit all required documentation to verify eligibility as outlined by the subrecipient. This may include, but is not limited to, pay stubs, tax returns, or statements from relevant government agencies.

5. Confidentiality: All information provided by applicants for the purpose of eligibility determination shall be treated with utmost confidentiality and in accordance with applicable privacy laws and regulations.