

#1-4205

City of Gary
824 Broadway, Gary

R-59421

Attn: Naomi

RENTAL REHABILITATION HOMEOWNERS AGREEMENT

997373

THIS AGREEMENT, made and entered into this 22nd day of July, 1988,
by and between the **MAYOR'S OFFICE OF HOUSING CONSERVATION, City of Gary, Indiana, Rental
Rehabilitation Program**, hereafter called the "**MOHC**" and Edith Robbins
hereinafter called the "**OWNER**". In consideration of the mutual promises and agreements
contained herein, the undersigned **MOHC** and **OWNER** agree as follows:

I. SCOPE OF WORK:

Owner agrees to furnish all labor, materials, tools, equipment, and services
necessary to do the work specified in the "**List of Work**" attached hereto and made
a part hereof using **sweat equity**, where applicable, in a workman-like manner.
The property to be improved is commonly known as Lot 18, Block 8, Aetna Manor
Gary, Indiana and legally described as 4th Subdivision in the City of Gary, as
shown in Plat Book 29, page 99, Lake County, Indiana

II. TIME OF COMPLETION:

Owner(s) agrees to furnish the **Mayor's Office of Housing Conservation (MOHC)** all
necessary building permits within fifteen (15) days after Loan Closing for each
phase of work to be completed unless granted and extension by **MOHC**. **Owner** further

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

SEP 14 1 17 PM '88

LILLIAN A. BLASTICK
REGISTERED
CROWN POINT, INDIANA 46307

19.00
ct

II. TIME OF COMPLETION: (Continued)

agrees not to begin the first phase of work until after receipt of written "**NOTICE TO PROCEED**" from **MOHC**. This work shall be completed by the expiration of one hundred and twenty (120) calendar days from the date of this notice. **Owner** shall complete the second phase of work within six (6) months of completion of the work. (**SEE EXHIBIT A**)

III. COUNSELING:

The Owner agrees to participate in Comprehensive Housing Counseling sessions including Energy Conservation, Housing Consumer Education, Displacement, Financial, Budget and Relocation when determined by **MOHC** to be applicable.

IV. FINANCING:

Prior to commencement of said construction work, **OWNER** agrees to furnish **MOHC** satisfactory evidence that financing of the work has been provided for. Satisfactory evidence of financing can be, but is not limited to the following:

- A. Signed loan agreement with financial institution;
- B. Any other document evidencing financing from a financial institution;
- C. Statement from financial institution with documentation of personal assets;
- D. A personal check, cashiers check or money order to cover the Rehabilitation match.

V. DELAY IN COMMENCEMENT OF WORK:

A. It is understood and agreed that the **OWNER** shall immediately notify **MOHC** in writing of any unavoidable delay in the commencement of work. Said notice shall state the reasons for the unavoidable delay (e.g.; inclement weather or orders for material) and the approximate number of days the **OWNER** expects to be delayed. **MOHC** shall grant an extension or deny it based upon the circumstances surrounding the request. **OWNER** must commence work within ten (10) days of said notice. The **MOHC** may at their option, declare the **OWNER** in default and terminate the agreement with notice.

B. In the event the **OWNER** fails to proceed with the work within the time limit specified in the agreement, **MOHC** shall notify the **OWNER** in writing by certified mail that the work has not commenced within ten (10) days of said notice. The **MOHC** may at their option, declare the **OWNER** in default and terminate this agreement with notice.

C. It is further understood and agreed that in the event the **OWNER** is declared in default by **MOHC**, **MOHC** will request the **OWNER** to repay the deferred loan within thirty (30) days and will hold the **OWNER** liable for any costs resulting there from.

VI. EXCUSABLE DELAYS IN COMMENCEMENT OR COMPLETION OF WORK:

It is further understood and agreed that should the **OWNER** be obstructed or delayed in the commencement or completion of the work under this agreement by any act or delay of a concerned **Governmental Agency, MOHC, or any Act of God**, then the time herein fixed for the completion of said work will be extended for a period equivalent to the time lost by reason of such acts.

VII. DISPUTES FOLLOWING TERMINATION BY DEFAULT:

In the event of any disputes arising under this agreement following the issuance of Notice to Proceed, it is understood and agreed that the aggrieved party shall have the following recourse:

A. In the event the **OWNER** is declared in default and his/her right to proceed under the contract has been terminated, the **OWNER** must within seven (7) calendar days of termination submit a written request for hearing to **MOHC** by certified mail. A meeting of all parties shall be held at **MOHC** within five (5) business days of receipt of the request.

B. Whenever a controversy with regard to any phase of this contract arises between the parties that cannot be resolved within the two (2) weeks of the meeting referred to in subparagraph A above, the parties specifically agree to submit such controversy to binding arbitration. The Arbitration Committee shall consist of three (3) persons to be named as follows: Each party shall have the right to name one (1) Arbitrator

VII. DISPUTES FOLLOWING TERMINATION BY DEFAULT: (CONTINUED)

B. (Continued)

to the Committee. The third Arbitrator shall be the Director or designee of **MOHC** for the **City of Gary, Indiana**. The will of the majority of Arbitrators shall be sufficient to return a decision. Arbitration procedure as defined by Indiana Code 34-4-2-2 shall apply to this arbitration agreement.

C. If for any reason the **OWNER** is declared in default of this agreement, **MOHC** will request the **OWNER** to repay the deferred loan and hold the **OWNER(s)** liable for any costs resulting therefrom of said default. **MOHC** shall send written notification to **OWNER** by certified mail, return receipt requested, which default shall be effective ten (10) days from its receipt.

VIII. GENERAL CONDITIONS:

The following general conditions shall be part of this contract:

A. **REHABILITATION FINANCING:** the **OWNER** proposes to complete the work by providing some sweat equity where stated in the specifications. The **OWNER** understands and agrees that this Agreement shall be released after the completion of all repairs and improvements.

VIII. GENERAL CONDITIONS: (Continued)

B. INDEMNIFICATION: The **OWNER** agrees to protect, indemnify and hold harmless the **MOHC, its officers, commissioners, and employees** against any and all losses, claims or suits (including costs and attorney fees) for or on account of the following: Injury to or death of persons and loss, damage or destruction of property belonging to either the **OWNER** or others, if the aforementioned occurs by reason of noncompliance with **Section 8 HOUSING QUALITY STANDARDS** or neglect of the **OWNER, his/her family, or agents** in connection with the performance of the agreement.

C. LIENS AND WAIVER OF LIENS: The **OWNER** expressly agrees that no lien shall be attached to the real estate, structure, or any other improvements, either on behalf of a contractor, sub-contractor, mechanic, journeyman, laborer, materialman, or on behalf of persons performing labor upon or furnishing materials and machinery for such property improvement.

D. PERMITS AND CODES: The **OWNER** will secure at his/her own expense all necessary permits required to do the work and to comply with all building **Section 8 HOUSING QUALITY STANDARDS**. All necessary permits must be obtained and submitted to **MOHC** within fifteen (15) days after Loan closing. **OWNER** agrees to comply with the **MOHC** specifications which contain general conditions, minimum standards, and special requirements concerning the rehabilitation of the structure.

VIII GENERAL CONDITIONS: (Continued)

E. RESPONSIBILITIES: OWNER must complete items specified in EXHIBIT A and that are listed in the specifications.

F. INSPECTIONS: The OWNER shall permit the authorized representatives of the City and the U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT to inspect the premises over the life of the Rehabilitation Contract and this agreement:

1. Once per month for the first one hundred and twenty (120) days;
2. One inspection for the remaining years of the contract and agreement.

G. INTEREST OF CITY OFFICIALS: No member of, or representative of the City Council or any City Official shall have any interest, direct or indirect, in this contract.

H. PROHIBITED INTEREST: No member, officer, employee of MOHC, or employee of the City during his tenure or one year thereafter shall have any interest, direct or indirect, in this agreement or contract.

IX. NON-LIABILITY:

A. The parties hereto agree to hold the MOHC harmless for any damages concerning the undertaking and execution of this agreement.

B. The parties further state that to the best of their knowledge, no member of the MOHC and no officer, employee, or agent of said agency who exercises any function or responsibilities in connection with the carrying out of the project to which this contract pertains has any personal interest, direct or indirect, in this contract.

X. CONTRACT:

The executed contract documents shall consists of the following:

1. RENTAL REHABILITATION CONTRACT AGREEMENT *
2. RENTAL REHABILITATION SELF-HELP AGREEMENT *
3. The Specifications
4. List of Work
5. Notice To Proceed

XI. CONDITION FOR VALIDITY OR AGREEMENT:

This Agreement is and may become a part of the Federal Loan/Grant or Agreement.

NOTE* Which ever Agreement is applicable.

In Witness Whereof, the OWNER and MOHC has executed acceptance:

ACCEPTANCE OF OWNER

MAYOR'S OFFICE OF HOUSING CONSERVATION

Edith Robbins
NAME OF OWNER

BY: Naomi Jean Jefferson
Naomi Jean Jefferson

Fred Lewis
SIGNATURE OF OWNER

TITLE: Director

Edith Robbins, by Fred Lewis,
her Attorney-in-Fact

DATE: July 22, 1988

SIGNATURE OF OWNER

411 Johnson Street, Gary, IN
Address of Owner

824 Broadway, Gary, Indiana
Address of Agency

I hereby acknowledge receipt of HUD's lead base paint warning:

Fred Lewis
SIGNATURE OF OWNER

SIGNATURE OF OWNER

Edith Robbins, by Fred Lewis
her Attorney-in-Fact

I hereby agree to comply with HUD'S lead base regulations:

Fred Lewis
Signature of Owner

Signature of Owner

Edith Robbins, by Fred Lewis, her
Attorney-in-Fact

On the 22nd day of July, A.D., 1988, before me, a **NOTARY PUBLIC**, personally appeared Edith Robbins, by Fred Lewis, her Attorney-in-Fact and are to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that this was a free and voluntary act and deed.

My Commission Expires SEPTEMBER 17, 1991

MARCUS L. HUBBARD
NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXP/ SEPT 17, 1991
Marcus L. Hubbard
NOTARY PUBLIC - MARCUS L. HUBBARD

This instrument prepared by: Mary E. Watkins

RENTAL REHABILITATION SELF-HELP AGREEMENT

Edith Robbins

of 411 Johnson Street, Gary, Indiana

(referred to in this **AGREEMENT** as the "**BORROWER**"), desiring to rehabilitate property located at 5516 East 13th Avenue (the "**PROPERTY**") using **RENTAL REHABILITATION PROGRAM FUNDS**, and **MAYOR'S OFFICE OF HOUSING CONSERVATION** (referred to in this **AGREEMENT** as the "**LPA**"), agree to the following terms and conditions:

PART I SPECIFIC TERMS

1. **EFFECTIVE DATE.** This Agreement shall be of no force or effect until July 19 88 (referred to in this Agreement as the "**EFFECTIVE DATE**"). If any work is commenced or materials are delivered to the Property before the Effective Date, the **LPA** may, at its option, cancel this Agreement and terminate the **RENTAL REHABILITATION DEFERRED LOAN AGREEMENT**.

2. **THE AGREEMENT.** This Agreement consists only of this Part I (Specific Terms), Part II (Standard Terms), and the following attachments:

- A. Schedule of Work (containing price and detailed description of each item of work)
- B. Federal Labor Standards (if required under paragraph 7 of this Part I)
- C. Section 8 Housing Quality Standards
- D. Subcontracts
- E.

3. **REHABILITATION WORK.** The **BORROWER** agrees to accomplish, or cause to be accomplished, work as described in the schedule of work in accordance with each and every condition of this Agreement. As used in Part II of this Agreement, the term "**CONTRACTOR**" shall be construed to mean "**BORROWER**" with respect to all work to be physically performed by the **Borrower**, and the term "**OWNER**" shall be construed to mean **Borrower**" in all instances, except that all rights to declare the **Borrower** (whether acting as **Owner** or **Contractor**) in default, and all attending remedies, shall belong to the **LPA**.