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MICHAEL B. LUDWIG

NON-DISTURBANCE AND ATTORNMENT AGREEMENT

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THIS NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made and entered into as of October 20, 2015 by and between the UNITED STATES OF AMERICA, acting by and through the SECRETARY OF HOUSING AND URBAN DEVELOPMENT ("HUD"), and FLAGSTONE VILLAGE LLC, an Indiana limited liability company ("Owner").

WITNESSETH:

WHEREAS, the Housing Authority of the City of Hammond of Lake County, Indiana (the "Authority") and HUD, on or about February 16, 1996 have entered into that certain Consolidated Annual Contributions Contract number C-918 (the "ACC"), which provides for loans, grants and annual contributions to be made by HUD to assist the Authority in developing, maintaining and operating certain public housing projects; and

WHEREAS, the ACC, on or about the date hereof, has been amended by that certain Mixed-Finance Amendment (as so amended, and as same may be amended further from time to time, the "Amended ACC"), so as to be made applicable fifteen (15) public housing units to be located in a rehabilitated 76-unit development to be known as Flagstone Village (the "Development"); and

WHEREAS, the real property comprising the Development is being leased to Owner pursuant to that certain Ground Lease between the Authority and Owner dated on or about the date hereof (the "Lease"), said property being more particularly described in Exhibit A hereto and being referred to herein as the "Leased Premises"; and

WHEREAS, HUD has certain rights with respect to the Leased Premises pursuant to the Amended ACC and the Declaration of Restrictive Covenants made by and between the Authority and Owner in favor of HUD dated on or about the date hereof ("Declaration of Restrictive Covenants"); and

WHEREAS, in connection with the Development the parties hereto desire to enter into this Agreement on the terms set forth below.

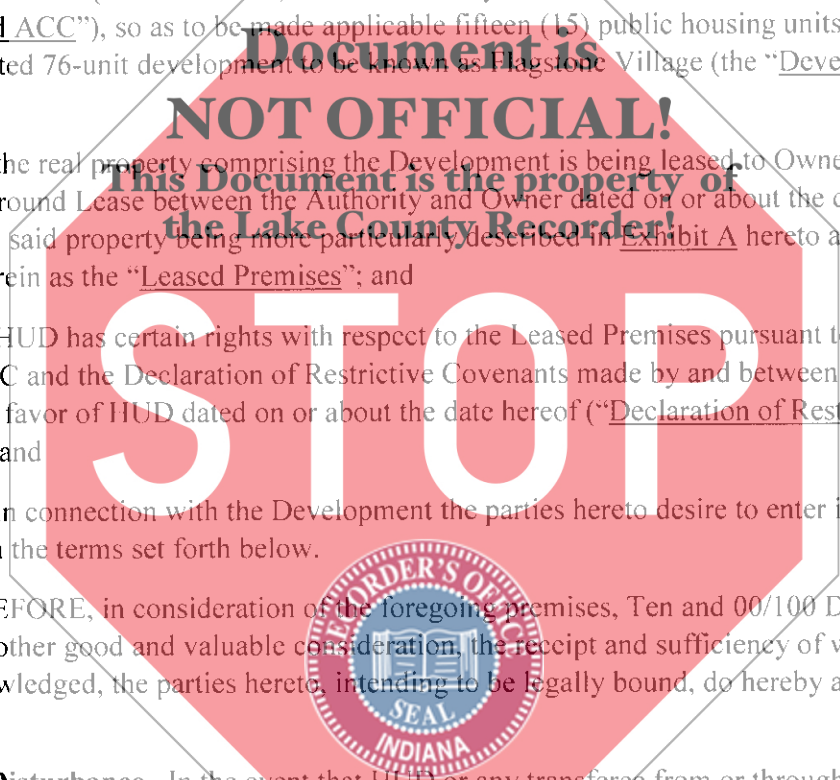
NOW THEREFORE, in consideration of the foregoing premises, Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

- 1 **Non-Disturbance.** In the event that HUD or any transferee from or through HUD acquires title to, or possession of the Leased Premises pursuant to HUD's exercise of its remedies in the event of a default by the Authority under the Amended ACC or the Declaration of Restrictive Covenants, or otherwise under applicable law, then so long as Owner is not in default under the Lease (subject to any applicable notice and cure periods

NO SALES DISCLOSURE NEEDED

KH 349299-4 APPROVED / Recorder's Office

By: LM



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set forth therein), (i) the Lease shall not be diminished or terminated, nor shall the use, possession or enjoyment of the Leased Premises by Owner be interfered with, nor shall the leasehold estate granted by the Lease to the Owner be affected in any manner, except in accordance with the provisions of the Lease, (ii) neither HUD nor any transferee shall take any action that would interfere with or disturb the possession or use of the Leased Premises or other rights under the Lease by Owner, except in accordance with the provisions of the Lease, (iii) HUD and all transferees shall be bound to Owner under all the terms, covenants and conditions of the Lease, and Owner shall, from and after such event of transfer, have the same remedies against HUD and any transferee for the breach of an agreement contained in the Lease that Owner would have had against the Authority under the Lease; and (iv) the Leased Premises shall be subject to the Lease and HUD and any transferee shall recognize Owner as the lessee of the Leased Premises for the remainder of the term of the Lease in accordance with the provisions thereof.

- 2 **Attornment.** Owner hereby agrees with HUD that, in the event HUD or its transferee acquires title to or possession of the Leased Premises pursuant to HUD's exercise of its remedies in the event of a default by the Authority under the Amended ACC or otherwise under applicable law, then upon written notice from HUD that it has succeeded to the Authority's interest in the Lease Owner shall attorn to and recognize HUD or its transferee as the lessor under the Lease for the remainder of the term thereof, and Owner shall perform and observe its obligations under the Lease, subject to the terms and conditions of the Lease. Owner further covenants and agrees to execute and deliver upon request of HUD, or its assigns, an appropriate agreement of attornment to HUD and any subsequent fee titleholder of the Leased Premises.
- 3 **No Modification of Lease.** Nothing herein contained nor anything done pursuant to the provisions hereof shall be deemed or construed to modify the Lease.
- 4 **Title of Paragraphs.** The titles of the paragraphs of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- 5 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana and, where applicable, the laws of the United States of America.
- 6 **Provisions Binding.** The terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns (including mortgagees), respectively, of HUD and Owner. In the event of a conflict between this Agreement and the US Housing Act of 1937 or the Amended ACC, then the Act and the Amended ACC, in that order, shall control.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

UNITED STATES OF AMERICA
Secretary of Housing and Urban Development

By: *Patricia Tyus*
Patricia Tyus
Director of Public Housing
Indiana Office

State of Indiana)
 Marion) ss:
County of ~~Lake~~)

Before me, a Notary Public in and for said County and State, personally appeared Patricia Tyus, Director of Public Housing, Indiana Office, U.S. Department of Housing and Urban Development, who acknowledged execution of the foregoing deed for and on behalf of the United States of America acting by and through the Secretary of Urban Development said ~~corporation acting as managing member of said limited liability company~~ **NVD**.
Witness my hand and notarial seal this 7th day of October, 2015.

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

Keith Walter Lerch
Signature

Printed
Notary Public
My Commission Expires:
My County of Residence:

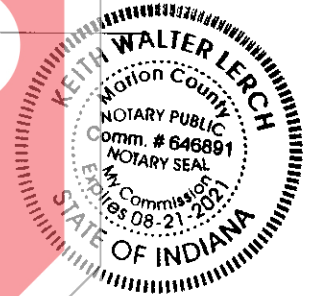


Exhibit A

LEGAL DESCRIPTION

PARCEL 1:

A PARCEL OF LAND LYING IN ITS ENTIRETY IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 9 WEST, OF THE SECOND PRINCIPAL MERIDIAN, IN THE CITY OF HAMMOND, LAKE COUNTY, INDIANA, BEING A PART OF A PARCEL DESCRIBED IN DEED RECORD 31116, BOOK 640 PAGES 325-327 OF THE LAKE COUNTY RECORDER'S OFFICE, BEING BOUND BY THE DEDICATED RIGHTS OF WAY OF WILSON PLACE, FREEDOM AVENUE, SAXONY STREET, 174TH PLACE, LINDEN PLACE, AND 173RD PLACE AS DEDICATED IN COLUMBIA CENTER (A PLANNED UNIT DEVELOPMENT) ADDITION TO THE CITY OF HAMMOND UNIT 3 AND LOT 2 UNIT 2 AS RECORDED IN THE LAKE COUNTY RECORDER'S OFFICE IN PLAT BOOK 104 PAGE 41 AND IN PLAT BOOK 102 PAGE 28; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 9 WEST; THENCE NORTH 89°27'38" EAST ALONG SAID NORTH LINE OF SAID SECTION, A DISTANCE OF 548.07 FEET TO THE EXTENDED WEST RIGHT OF WAY OF WILSON AVENUE AS DEDICATED IN COLUMBIA CENTER (A PLANNED UNIT DEVELOPMENT) ADDITION TO THE CITY OF HAMMOND UNIT 3 AS RECORDED IN THE LAKE COUNTY RECORDER'S OFFICE IN PLAT BOOK 104 PAGE 41; THENCE SOUTH 00°30'26" EAST ALONG THE SAID EXTENDED RIGHT OF WAY A DISTANCE OF 42.13 FEET TO THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF 173RD AVENUE AND WEST RIGHT OF WAY LINE OF WILSON AVENUE; THENCE CONTINUING SOUTH 00°30'26" EAST ALONG THE SAID WESTERN RIGHT OF WAY OF WILSON AVENUE 214.63 FEET TO ITS INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF 173RD PLACE THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 120.00 FEET, A CHORD WHICH BEARS SOUTH 22°19'40" EAST, 92.79 FEET, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTHERLY ALONG SAID CURVE AND ALONG THE WEST RIGHT OF WAY LINE OF WILSON PLACE, 95.27 FEET; THENCE SOUTH 45°04'17" EAST ALONG SAID RIGHT OF WAY, 551.10 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 130.00 FEET, A CHORD WHICH BEARS SOUTH 67°24'22" EAST, 98.80 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE 101.35 FEET; THENCE SOUTH 89°44'27" EAST, 3.83 FEET TO THE WEST RIGHT OF WAY LINE OF FREEDOM AVENUE ALSO DESCRIBED IN SAID COLUMBIA CENTER (A PLANNED UNIT DEVELOPMENT) ADDITION TO THE CITY OF HAMMOND UNIT 3; THENCE ALONG SAID WEST RIGHT OF WAY SOUTH 00°15'33" WEST, 118.06 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 187.19

FEET, AND A CHORD WHICH BEARS SOUTH 09°27'20" WEST, 64.25 FEET; THENCE SOUTHERLY ALONG SAID CURVE 64.58 FEET TO THE NORTH AND WEST CORNER OF THE RIGHT OF WAY OF SAXONY STREET AS DEDICATED IN COLUMBIA CENTER (A PLANNED UNIT DEVELOPMENT) ADDITION TO THE CITY OF HAMMOND LOT 2 UNIT 2 AS RECORDED IN THE LAKE COUNTY RECORDER'S OFFICE IN PLAT BOOK 102 PAGE 28 AND TO A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 187.33 FEET WITH A CHORD THAT BEARS SOUTH 54°25'01" WEST, 215.06 FEET; THENCE SOUTHERLY ALONG SAID CURVE BEING THE NORTHERN AND WESTERN RIGHT OF WAY OF SAXONY STREET A DISTANCE OF 229.06 FEET; THENCE SOUTH 89°27'49" WEST ALONG SAID RIGHT OF WAY LINE, 113.45 FEET TO THE EAST RIGHT OF WAY LINE OF 174TH PLACE AS DEDICATED IN SAID UNIT 3 PLAT (PB 104 PG 41); THENCE NORTH 46°03'02" WEST ALONG SAID EAST RIGHT OF WAY, 17.10 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 128.38 FEET AND A CHORD WHICH BEARS NORTH 24°28'58" WEST, 89.07 FEET; THENCE NORTHERLY ALONG SAID CURVE, 90.96 FEET; THENCE NORTH 45°05'09" WEST ALONG SAID 174TH RIGHT OF WAY LINE 546.42 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING RADIUS OF 123.82 FEET AND A CHORD WHICH BEARS NORTH 65°31'11" WEST, 83.94 FEET; THENCE ALONG SAID CURVE 85.64 FEET; THENCE NORTH 41°51'26" WEST, 16.59 FEET TO THE SOUTHEASTERN RIGHT OF WAY OF LINDEN PLACE AS DEDICATED IN SAID UNIT 3 PLAT (PB 104 PG 41) AND TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 332.71 FEET AND A CHORD THAT BEARS NORTH 44°49'17" EAST, 422.28 FEET; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF 174TH PLACE AND THE SOUTH RIGHT OF WAY LINE OF 173RD PLACE AND ALONG SAID CURVE 457.48 FEET; THENCE SOUTH 46°49'00" EAST 6.63 FEET TO THE POINT OF BEGINNING, CONTAINING 7.57 ACRES MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS.

The following is a modernized version of the above legal description as shown on the survey prepared by Jones Petrie Rafinski dated August 12, 2015 and last revised August 14, 2015 as Job No. 2015-0074:

A parcel of land located in the Northwest Quarter of the Northeast Quarter of Section 18, Township 36 North, Range 9 West of the Second Principal Meridian, in the City of Hammond, Lake County, Indiana and being particularly described as follows: Commencing at the northwest corner of the Northeast Quarter of said Section; thence North 89 degrees 27 minutes 38 seconds East along the north line of said Section a distance of 548.07 feet; thence South 0 degrees 30 minutes 26 seconds East a distance of 42.23 feet to the intersection of the south right of way line of 173rd Street said west right of way line of Wilson Avenue as dedicated per the Columbia Center (A Planned Unit Development) Addition to the City of Hammond Unit 3, the plat of which is recorded in Plat Book 104, Page 41 in the Office of the Recorder, Lake County, Indiana; thence South 0 degrees 29 minutes 59 seconds East along said west right of way line and the southerly prolongation of said west right of way line a distance of 214.62 feet to its intersection with the south right of way line of 173rd Place and being the point of beginning of this description; thence southerly along the west right of way line of Wilson Place 95.21 feet

along a non-tangent arc to the left having a radius of 120.00 feet and subtended by a long chord having a bearing of South 22 degrees 20 minutes 47 seconds East and a length of 92.73 feet; thence South 45 degrees 04 minutes 34 seconds East along said west right of way line a distance of 551.02 feet; thence southeasterly 101.37 feet along said right of way line along an arc to the left having a radius of 130.00 feet and subtended by a long chord having a bearing of South 67 degrees 17 minutes 57 seconds East and a length of 98.82 feet; thence South 89 degrees 52 minutes 09 seconds East along said right of way a distance of 3.86 feet to the west right of way line of Freedom Avenue; thence South 0 degrees 16 minutes 47 seconds West along said west right of way line a distance of 117.99 feet to the west and north right of way line of Saxony Street; thence southerly along said west right of way line 64.57 feet along an arc to the right having a radius of 187.10 feet and subtended by a long chord having a bearing of South 09 degrees 26 minutes 16 seconds West and a length of 64.25 feet; thence continuing along said right of way line southwesterly 229.11 feet along an arc to the right having a radius of 187.10 feet and subtended by a long chord having a bearing of South 54 degrees 24 minutes 15 seconds West and a length of 215.06 feet; thence South 89 degrees 22 minutes 58 seconds West along the north right of way line of Saxony Street a distance of 113.45 feet to the east right of way line of 174th Place as dedicated in said Unit 3 Plat (Plat Book 104, Page 41); thence North 45 degrees 59 minutes 03 seconds West along said east right of way line a distance of 17.06 feet; thence northerly 90.99 feet along said east right of way line along a non-tangent arc to the left having a radius of 128.38 feet and subtended by a long chord having a bearing of North 24 degrees 29 minutes 10 seconds West and a length of 89.10 feet; thence North 45 degrees 04 minutes 35 seconds West along said east right of way line a distance of 546.38 feet; thence northwesterly along said east right of way line 85.68 feet along an arc to the left having a radius of 123.82 feet and subtended by a long chord having a bearing of North 65 degrees 31 minutes 53 seconds West and a length of 81.98 feet; thence North 45 degrees 35 minutes 16 seconds West along said east right of way line a distance of 16.59 feet to the southeastern right of way line of Linden Place as dedicated in said Unit 3 Plat (Plat Book 104, Page 41); thence northeasterly along said southeastern right of way line and the southeastern right of way line of 173rd Place 457.46 feet along a non-tangent arc to the right having a radius of 332.71 feet and subtended by a long chord having a bearing of North 44 degrees 50 minutes 15 seconds East and a length of 422.27 feet; thence South 45 degrees 59 minutes 51 seconds East 6.63 feet to the point of beginning and containing 7.57 acres, more or less.

PARCEL 2:

ALL OF LOT 6A IN THE COLUMBIA CENTER (A PLANNED UNIT DEVELOPMENT) ADDITION TO THE CITY OF HAMMOND UNIT 3 AS RECORDED IN THE LAKE COUNTY RECORDER'S OFFICE IN PLAT BOOK 104, PAGE 41. LYING IN ITS ENTIRETY IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 9 WEST, OF THE SECOND PRINCIPAL MERIDIAN, IN THE CITY OF HAMMOND, LAKE COUNTY, INDIANA, CONTAINING 2.66 ACRES MORE OR LESS.