

Res 317

Significant

# Contract Cover Sheet

Note: Shaded areas are for County Executive review.

Department Administration		Contract/Addendum #: 12890	
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS		Contract <input checked="" type="checkbox"/> Addendum <input type="checkbox"/>	
2. This contract is discretionary <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		If Addendum, please include original contract number	
3. Term of Contract or Addendum: 15 Years		<input type="checkbox"/> POS <input type="checkbox"/>	
4. Amount of Contract or Addendum: \$220,000		<input checked="" type="checkbox"/> Grant <input type="checkbox"/>	
5. Purpose: To grant funds to Porchlight, Inc. to purchase an apartment building in Sun Prairie		<input type="checkbox"/> Co Lease <input type="checkbox"/>	
6. Vendor or Funding Source: Porchlight, Inc.		<input type="checkbox"/> Co Lessor <input type="checkbox"/>	
7. MUNIS Vendor Code: 6235		<input type="checkbox"/> Intergovernmental <input type="checkbox"/>	
8. Bid/RFP Number: 115052		<input type="checkbox"/> Purchase of Property <input type="checkbox"/>	
9. If grant: Funds Positions? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Will require on-going or matching funds? <input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Property Sale <input type="checkbox"/>	
10. Are funds included in the budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Other <input type="checkbox"/>	
11. Account No. & Amount, Org & Obj. CPADMIN 58720 Amount \$ 220,000			
Account No. & Amount, Org & Obj. _____ Amount \$ _____			
Account No. & Amount, Org & Obj. _____ Amount \$ _____			
12. If this contract awards funds, a purchase requisition is necessary. Enter requisition # & year _____			
13. Is a resolution needed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption _____			
14. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
15. Director's Approval:			

Contract Review/Approvals				Vendor	
Initials	Ftnt	Date In	Date Out	Vendor Name	
<u>MS</u> Received	_____	10/19/16	_____	Porchlight, Inc.	
<u>AS</u> Controller	_____	_____	10/18/16	Contact Person	
<u>JS</u> Corporation Counsel	_____	10-19-16	10-19-16	Steve Schooler	
<u>VS</u> Risk Management	_____	10/19/16	10/19/16	Phone No.	
<u>CW</u> Purchasing	_____	10/19/16	10/19/16	608-257-2534 ext 18	
_____ County Executive	_____	_____	_____	E-mail Address	
				schooler@tds.net	

Footnotes:

- 1.
- 2.

Return to:	Name/Title: Chuck Hicklin Phone: 266-4109 E-mail Address:	Dept.: Mail Address:
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**Certification**

The attached contract: *[check as many as apply]*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract which has been reviewed or developed by corporation counsel and which has not been changed since that review/development
- is a non-standard contract previously review or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy<sup>1</sup>

Date: 10/13/16

Signed: [Signature]

Telephone Number \_\_\_\_\_

Print Name: Charles Locklin

**Major Contracts Review (DCO Sect. 25.20)** This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

**Executive Summary** (attach additional pages, if needed).

1. **Department Head**  Contract is in the best interest of the County.  
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

2. **Director of Administration**  Contract is in the best interest of the County.  
*Comments:*

Date: 10/20/16

Signature: [Signature]

3. **Corporation Counsel**  Contract is in the best interest of the County.  
*Comments:*

Date: 10/14/16

Signature: [Signature]

<sup>1</sup> A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

AFFORDABLE HOUSING DEVELOPMENT FUND  
GRANT AGREEMENT

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, [DATE OF LAST SIGNATURE] by and between the COUNTY of Dane, Wisconsin (“County”), a municipal corporation pursuant to chapter 59 of the Wisconsin Statutes, the Dane County Housing Authority (“DCHA”), a quasi-municipal corporation pursuant to section 59.53(22) of the Wisconsin Statutes, and Porchlight, Incorporated (“RECIPIENT”), a non-stock corporation chartered pursuant to the Chapter 181 of the Wisconsin Statutes (collectively the “Parties.”)

WHEREAS, in Fiscal Year 2016, the Dane County Capital Budget includes funding for the Affordable Housing Development Fund (“ADHF”). Pursuant to Wisconsin law, the COUNTY may make grants to the DCHA, who can then make grants directly to developers of affordable housing projects.

WHEREAS, the COUNTY and the DCHA have previously signed an Memorandum of Understanding dated June 8, 2105 to partner with the COUNTY to disburse ADHF monies to ADHF grant recipients.

WHEREAS, RECIPIENT has been awarded ADHF monies for the purchase of a 4-unit multifamily residential building located at 1221 Sunfield Street, Sun Prairie, Wisconsin (“Property”) that has a legal description as described in Exhibit A:

WHEREAS, the AHDF Award and the funds constitute a debt to the County and is evidenced by a Promissory Note (“Note”).

WHEREAS, as a condition of the COUNTY’S AHDF Award to RECIPIENT, the COUNTY requires and RECIPIENT agrees to restrict the use of the Property as hereinafter described (“Restrictions”). Such Restrictions are contained in this Agreement, as well by the associated Land Use Restriction Agreement (“LURA”) and are herein incorporated by reference.

NOW THEREFORE, in consideration of this agreement between the COUNTY, the DCHA, and RECIPIENT, the Parties agree as follows:

1. PURCHASE. The COUNTY agrees to grant to DCHA AHDF monies specifically for the purchase of the Property in the sum of Two hundred twenty thousand dollars and no cents (\$220,000.00) (“Purchase Price”). Upon receipt of Purchase Price, DCHA agrees and warrants to immediately and without delay grant Purchase Price monies to RECIPIENT. RECIPIENT agrees and warrants that it will as soon as practicable purchase the Property using the Purchase Price monies.
2. USE OF PREMISES. In consideration of receiving Purchase Price monies, RECIPIENT agrees and warrants that it shall use the Property as affordable rental housing, and in consideration thereof agrees and warrants to the recording of a Land Use Restriction Agreement (“LURA”) in favor of the COUNTY guaranteeing a period of affordability for fifteen years. RECIPIENT agrees and warrants that all units will be leased to tenants

with a household incomes as defined by the U.S. Department of Housing and Urban Development (“HUD”) at or below 50% of Area Median Income (“AMI”) as determined by HUD. The units shall be rent restricted and the maximum rent of said unites shall be the lesser of the fair market rent for comparable units in the area as established by HUD or a rent that does not exceed thirty percent of the adjusted income of a family whose annual income equals sixty-five percent of the AMI, as determined by HUD, with adjustments for the number of bedrooms in the unit.

3. TERM. The term of the warranties and covenants entered herein as a part of this Agreement shall be enforceable for a period of fifteen years, commencing on December 30, 2016 (“Commencement Date”) and terminating on December 30, 2031.
4. REPORTING REQUIREMENTS. Tenant shall provide to Landlord an annual written report which shall, at a minimum, include the following information: number of tenants, how many units are rented to tenants with household incomes at 60%, 50% and 30% of AMI, the number of eviction actions filed, the reason for eviction, the number of eviction notices, issued to the tenants in the twelve months preceding the eviction filing, the number of eviction judgments granted, writs executed, and/or other case resolution (e.g. vacated prior to execution of writ or allowed to stay with conditions) and any other information that may affect the status of the Premises. This report shall be due to the COUNTY no later than February 15 and shall reflect the period from January 1 to December 31 of the previous calendar year.
5. EXISTING LEASES. RECIPIENT shall continue leases with current tenant occupants of the Property until expiration or termination as per lease provisions. All new leases, including those which may be contemplated with current occupants, shall be consistent with the purpose of this Agreement.
6. COMPLIANCE WITH LAWS. RECIPIENT shall observe and promptly and effectively comply with all applicable statutes, rules, orders, ordinances, requirements and regulations of the City of Sun Prairie, the County of Dane, the State of Wisconsin, the federal government and any other governmental authority having jurisdiction over the Premises. RECIPIENT may, if in good faith and on reasonable grounds, dispute the validity of any charge, complaint or action taken pursuant to or under color of any statute, rule, order, ordinance, requirement or regulation, defend against the same, and in good faith diligently conduct any necessary proceedings to prevent and avoid any adverse consequence of the same. RECIPIENT agrees that any such contest shall be prosecuted to a final conclusion as soon as possible and that it will hold the COUNTY harmless with respect to any actions taken by any lawful governmental authority with respect thereto.
7. TAXES. RECIPIENT covenants and agrees that it shall pay, before delinquency, all municipal, county and state or federal taxes assessed against the Property or any fixtures, furnishings, equipment, merchandise, improvements, alterations, stock-in-trade or other personal property of any kind owned, installed or upon the Property. Tenant covenants and agrees that it shall pay, before delinquency, all special assessments or special charges assessed against the Property.

## 8. INSURANCE AND INDEMNIFICATION.

- a. RECIPIENT shall indemnify, hold harmless and defend DCHA, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which the COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of any act, omission or negligence of RECIPIENT or its Subtenants, officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors in or about, or in relation to the Property, or resulting from this Agreement, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from any act, omission or negligence of the COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of the COUNTY and RECIPIENT under this paragraph shall survive beyond the term of this Agreement.
- b. RECIPIENT shall indemnify, hold harmless and defend the COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which the COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of any act, omission or negligence of RECIPIENT or its Subtenants, officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors in or about, or in relation to the Property, or resulting from this Agreement, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from any act, omission or negligence of the COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of the COUNTY and RECIPIENT under this paragraph shall survive beyond the term of this Agreement.
- c. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, employees and representatives under the indemnity provisions of this Agreement, RECIPIENT shall obtain and at all times during the term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Commissioner, with liability coverage provided for therein in the amounts of at least \$1,000,000.00 CSL (Combined Single Limits). Coverage afforded shall apply as primary. COUNTY shall be given ten (10) days advance notice of cancellation or nonrenewal. Upon execution of this Agreement, RECIPIENT shall furnish COUNTY with a certificate of insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If RECIPIENT'S insurance is underwritten on a Claims-Made basis, the

Retroactive Date shall be prior to or coincide with the date of this Agreement. The Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date. RECIPIENT shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement. RECIPIENT shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that RECIPIENT shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either RECIPIENT or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by RECIPIENT. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to RECIPIENT and shall cooperate with RECIPIENT'S attorneys in the defense of the action, suit or other proceeding. RECIPIENT shall furnish evidence of adequate Worker's Compensation Insurance.

- d. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.
9. EVENTS OF DEFAULT. The COUNTY becomes aware of a violation of the provisions of this Agreement, the LURA, or the Note, it shall give written notice thereof to the RECIPIENT directing RECIPIENT to remedy the violation within a reasonable specified period of time. If any violation of this Agreement, the LURA or the Note is not corrected to the satisfaction of the COUNTY within the period of time specified by the COUNTY in notice described above, the COUNTY shall have the right, without further notice, to declare an event of default ("Event of Default") under this agreement.
  10. REMEDIES. Upon or after the occurrence of an Event of Default, the COUNTY shall have the right to apply to any court, for specific performance of this Agreement or LURA or for any injunction against any violation of this Agreement or LURA, or any other remedies at law or in equity or any such other action as shall be necessary or desirable so as to cure or correct the Event of Default or other noncompliance with this Agreement or LURA. In addition to the remedies described above, the COUNTY may, at its discretion, recapture the AHDF Funds and demand repayment of any outstanding debt evidenced by the Note in accordance with the terms therein and not yet repaid to the COUNTY by RECIPIENT.
  11. CUMULATIVE REMEDIES. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

12. COVENANTS AND CONDITIONS. Each provision of this Agreement performable by any Party shall be deemed both a covenant and a condition.
13. BINDING EFFECT; CHOICE OF LAW. This Agreement shall bind the Parties, their heirs, personal representatives, successors and assigns. This Agreement shall be governed by and be construed and interpreted in accordance with the laws of the State of Wisconsin.
14. AUTHORITY. The Parties represent and warrant that each party is a duly authorized and existing municipal, quasi-municipal, or private corporation, that each party has and is qualified to transact business in Wisconsin, that the each party has full right, authority and power to enter into this Agreement and to perform its obligations thereunder, that each person signing this Agreement on behalf of the organization is authorized to do so and that this Agreement is binding upon the organization in accordance with its terms.
15. SEVERABILITY. If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.


SIGNATURE PAGE TO FOLLOW

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

**RECIPIENT**

**PORCHLIGHT, INC.**

a Wisconsin non-profit corporation.

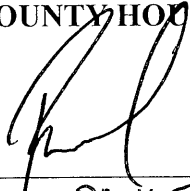
By:  \_\_\_\_\_



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

DANE COUNTY HOUSING AUTHORITY,  
a

By: \_\_\_\_\_

  
ROBERT DICKE  
Executive Director

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

**COUNTY OF DANE,**  
a Wisconsin County and body corporate  
pursuant to Chapter 59 of the Wisconsin  
Statutes.

By: \_\_\_\_\_  
Joe Parisi, Dane County Executive

**Exhibit A**

Lot Seven (7), Sunfield Heights, in the City of Sun Prairie, Dane County, Wisconsin

APN: 282/0811-071-3377-6

**PROMISSORY NOTE**

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2016 between the County of Dane, Wisconsin, and Porchlight, Inc., each a "Party" to this agreement, and are jointly referenced as "Parties".

FOR VALUE RECEIVED, PORCHLIGHT, INC., a Wisconsin non-profit corporation ("Maker") promises to pay to the order of the County of Dane, or any future holder hereof ("Payee"), as administrator of an Affordable Housing Development Fund Grant (the "Grant"), the principal sum not to exceed Two Hundred Twenty Thousand and 00/100 Dollars (\$220,000.00), or so much thereof as is actually disbursed as provided below for the purchase of a property located at 1221 Sunfield Street in Sun Prairie, County of Dane, Wisconsin ("Property").

This is a non-interest paying Grant, subject to the recapture provisions set as set forth in this Note. The Grant Amount is the amount actually disbursed by Dane County Housing Authority for the purchase of the Property.

This Note evidences Maker's obligation to repay up to Two Hundred Twenty Thousand and 00/100 Dollars (\$220,000.00) loan, with no interest, made by Payee to Maker pursuant to the Grant. The terms and conditions upon which the Grant is made are contained in this note, along with the Affordable Housing Development Fund Grant Agreement ("Grant Agreement"), and Land Use Restriction Agreement ("LURA") recorded against the property in consideration of the sum here guaranteed. The term, during which the Maker is obligated to maintain the property in accordance with the provisions of this Note, the Grant Agreement, and LURA for fifteen years from the date of the purchase of the Property ("Grant Term").

Upon request by Maker, at Maker's sole cost and expense, at the close of the fifteen year Grant Term and provided that Maker is in compliance with the terms of the Grant as set forth in this Note, the Grant Agreement and LURA, Payee agrees to discharge and release Maker from its obligations under this Note and the obligation of Maker to pay the principal sum disbursed shall automatically be forgiven and extinguished.

Maker agrees, during the Grant Term, to manage and operate the Property as rental housing for low-income households which shall mean households whose annual income is 50% or less of area median income (known as "AMI" or "CMI"), as determined from time to time by the U.S. Department of Housing and Urban Development ("HUD"). There are a total of four units and the median income levels will be determined on the basis of the family size occupying the units, again as set forth by income figures provided by HUD. Maker agrees to provide the Payee with compliance documentation at such times and places as are reasonably required by Payee.

In the event the Maker, at any time during the term of the grant, defaults in its obligation to manage and operate the property as set forth in this Note, the Grant Agreement, or the LURA, or commits any other default of this Note, the Grant Agreement or the Lura, the Maker is obligated to repay the Payee that portion of the Grant Amount that represents the per cent of the remainder of the Grant Term as compared to the total Grant Term. In other words, to determine the repayment obligation of Maker, the Grant Amount shall be multiplied by the fraction represented by the remaining Grant Term divided by the total Grant Term ("Repayment Amount").

The Maker agrees not to sell, the property prior to the end of the Grant Term. If the Maker refinances the property, the Maker shall not permit mortgage in conjunction with such financing with priority senior to LURA without the prior written consent of Payee. If the property is sold prior to the end

of the Grant Term, the Maker must repay the Repayment Amount unless the Property continues to be subject, for the duration of the Grant Term to the income eligibility restrictions set forth in this Note.

In the event that at any time during the Grant Term, the Payee declares and Event of Default under the Grant Agreement, or LURA, or the Maker otherwise defaults in its obligation to manage and operate the Property as required by this Note, or otherwise fails to comply with the terms of this Note, and such default occurs for a period of sixty (60) days after written notice to the Maker, it shall be an default of this Note and the Maker may be required, at the Payee's sole discretion, to repay to Payee the Repayment Amount, unless such noncompliance is cured within a reasonable time, or the circumstances of the noncompliance are eliminated through a modification or amendment of this agreement in writing.

The Maker shall, at all times, comply with all laws, rules and regulations, and the provisions contained in this note as they relate to operation and management of the Property.

Nothing contained herein nor any transaction related hereto shall be construed or shall so operate either presently or prospectively to require the payment or the doing of any act contrary to law; but if any clause or provision herein contained shall otherwise so operate to invalidate this Note and/or the transaction related hereto, in whole or in part, then such clause(s) and provision(s) only shall be held for naught as though not contained herein and the remainder of this Note shall remain operative and in full force and effect.

All of the covenants contained herein are joint and several and shall also bind, and the benefits hereof shall also inure to the respective heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders. The rights and remedies of Payee as provided in this Note or any document securing this Note shall be cumulative and concurrent, and may be pursued singularly, successively or together against Maker, the property described in any mortgage securing this Note or any other security for the debt evidenced by this Note, at the discretion of Payee. This Note may be modified, amended, changed, altered, waived, terminated or discharged only by a written instrument signed by the Maker and the Payee.

This Note shall be construed in accordance with the laws of the State of Wisconsin.

The Maker agrees that if, and as often as, this Note is placed in the hands of an attorney for collection, or to defend or enforce any of the Payee's rights hereunder or under any document securing this Note, whether or not litigation is commenced, the undersigned shall pay to Payee, Payee's reasonable attorney's fees, together with all court costs and other expenses incurred or paid by Payee in connection therewith.

Notices, reports and communications shall be in writing and shall be deemed to have been property given when personally delivered to the Party, or three (3) days after the same is sent by certified or registered U.S. mail, postage prepaid, or by overnight courier property addressed to the Party entitled to the receive such notice as set forth:

Porchlight, Inc.  
306 North Brooks Street  
Madison, WI 53715  
Attn: Executive Director

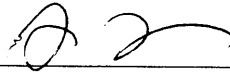
Dane County  
Attn: Director Office of Workforce and Economic Development  
City-County Building Rm. 421  
210 Martin Luther King Jr., Blvd.  
Madison, WI 53703

Any Party may, at any time, give notice in writing to the other Parties of a change of address for purposes of this paragraph.

IN WITNESS WHEREOF, the undersigned Maker and Payee have executed this Note as of the date first above written.

**MAKER:**

PORCHLIGHT, INC.

By:   
Name: Steven J. Schooner  
Title: Executive Director

**PAYEE:**

County of Dane

By: \_\_\_\_\_  
Name: Joe Parisi  
Title: Dane County Executive

LAND USE RESTRICTION AGREEMENT

THIS LAND USE RESTRICTION AGREEMENT ("Agreement") is made and entered into as of the 30<sup>th</sup> day of December, 2016, ("Effective Date") by and between Porchlight, Inc., a Wisconsin non-profit corporation, and its successors and assigns ("Owner"), as Owner of the Property, in favor and for the benefit of the County of Dane, a Wisconsin County and body corporate pursuant to Chapter 59 of the Wisconsin Statutes, and its successors and assigns (the "County").

WITNESSETH :

WHEREAS, Owner owns the real property legally described in Exhibit A which is attached hereto and incorporated herein by reference ("Property"), and located at 221 Sunfield Street, City of Sun Prairie, County of Dane, Wisconsin.

WHEREAS, Owner applied for and was awarded funds from the County from the Affordable Housing Development Fund ("AHDF award").

WHEREAS, certain of the expenses to be incurred by OWNER in acquiring residential housing located on the Property will be financed with funds granted by the County to OWNER under the Affordable Housing Development Fund ("AHDF funds"). The AHDF Award and the funds constitute a debt to the County and is evidenced by a Promissory Note ("Note").

WHEREAS, as a condition of the County's AHDF Award to OWNER, the County requires and Owner agrees to restrict the use of the Property as hereinafter described ("Restrictions"). Such Restrictions are contained in this Agreement, as well by the associated Affordable Housing Development Fund Grant Agreement ("Grant Agreement") and are herein incorporated by reference.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner on behalf of itself as Owner of the Property and on behalf of its successors, assigns, heirs, grantees and lessees, hereby covenants and agrees as follows:

REPRESENTATIONS AND WARRANTIES

1. Authority. The Owner has the full legal right, power, and authority to execute and deliver this Agreement and to perform all the undertakings of the Owner hereunder.
2. Conflicting Agreements. The Owners has not and shall not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof. In any event, the Owner represents, warrants, covenants, agrees, and acknowledges that the requirements of this Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.
3. Use of Property. The Property shall be used as residential rental property, and all units located on the property shall be rented or available for rental on a continuous basis to members of the general public. The Owner shall not permit the use of any residential rental unit of the Property for any purposes other than rental housing and shall not take any action which would in any way otherwise impair the use of the development as described in this section. All residential units shall be occupied by individuals or families whose incomes are at fifty percent or less of the Area Median Income ("AMI") as adjusted for family size, as that term is defined by the U.S. Department of Housing and Urban Development ("HUD") ("Qualifying Tenants"). Said units shall be rent restricted and the maximum rent of said units shall be the lesser of the fair market rent for comparable units in the area as established by HUD or a rent that does not exceed thirty percent of the adjusted income of a family whose annual income equals sixty-five percent of the AMI, as determined by HUD, with adjustments for the number of bedrooms in the unit.

After recording return to:
Dane County Corporation Counsel Attn: ACC Richard Greenlee City-County Building, Rm. 419 210 Martin Luther King Jr., Blvd. Madison, WI 53703
Parcel Identification Number(s)
282/0811-071-3377-6

4. Non-Discrimination. The Owner shall comply with all federal, state, and local fair housing laws, rules and regulations as now or hereafter in effect and shall not discriminate upon any basis prohibited by law in the lease, use or occupancy of the Property or in connection with the employment or application for employment of persons for the operation and management of the Property or refuse to lease a unit to a holder of a voucher or certificate of eligibility under Section 8 of the United States Housing Act of 1937 ("Section 8") because of the status of the prospective tenant as such a holder. The Owner agrees to administer the Property to affirmatively further fair housing.

5. Monitoring.

a. The Owner shall permit, during normal business hours and upon reasonable notice, any duly authorized representative of the County to inspect any books and records of the Owner regarding the Property and with respect to the incomes of Qualifying Tenants which pertain to compliance with the provisions of this Agreement.

b. The Owner shall submit any other information, documents, or certifications requested by the County that the County may deem reasonably necessary to substantiate the Owner's continuing compliance with the provisions of this Agreement, the Grant Agreement, or the Note.

6. Lien Priority. Owner has not and shall not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof. In any event, the Owner represents, warrants, covenants, agrees, and acknowledges that the requirements of this Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.

7. Repairs And Maintenance. Owner shall keep the Property and every part thereof and any fixtures, facilities or equipment contained within or serving the Property, in good condition and repair, including, but not limited to heating and cooling, electrical, lighting, plumbing and sewer systems. Tenant shall keep the Premises clean, attractive in appearance and in good repair at all times, including but not limited to performing any snow removal from any driveway or sidewalks within the timeframe dictated by City of Madison Ordinances, and any and all lawn care and maintenance.

#### EVENTS OF DEFAULT; REMEDIES; ENFORCEMENT

8. Events of Default. The County becomes aware of a violation of the provisions of this Agreement, the Grant Agreement, or the Note, it shall give written notice thereof to the Owner directing Owner to remedy the violation within a reasonable specified period of time. If any violation of this Agreement, the Grant Agreement or the Note is not corrected to the satisfaction of the County within the period of time specified by the County in notice described above, the County shall have the right, without further notice, to declare an event of default ("Event of Default") under this agreement.

9. Remedies. Upon or after the occurrence of an Event of Default, the County shall have the right to apply to any court, for specific performance of this Agreement or Grant Agreement or for any injunction against any violation of this Agreement or Grant Agreement, or any other remedies at law or in equity or any such other action as shall be necessary or desirable so as to cure or correct the Event of Default or other noncompliance with this Agreement or Grant Agreement. In addition to the remedies described above, the County may, at its discretion, recapture the AHDF Funds and demand repayment of any outstanding debt evidenced by the Note in accordance with the terms therein and not yet repaid to the County by Owner.

#### TERM

10. Term of Agreement. The Term of this Agreement and the Restrictions imposed hereby shall commence upon the Effective Date and end on the fifteenth anniversary of the Effective Date.

#### MISCELLANEOUS

11. Recitals Incorporated by Reference. The Recitals set forth above are hereby incorporated by reference and made part of this Agreement.

12. Covenants Run With the Land; Successors Bound. This Agreement shall be recorded in the real property records of the county where the Development is located. This Agreement shall run with the land and bind the Owner and its successors and assigns and all subsequent owners of the Development and all holders of any other interest therein.



13. Reliance by the County. The Owner hereby agrees that the Owner's representations and covenants set forth herein may be relied upon by the County. The County may conclusively rely upon statements, certificates, and other information provided by the Owner and the Qualifying Tenants, and upon audits of the books and records of the Owner or the Property.

14. Release. The Owner hereby releases the County from any claim, loss, demand, or judgment arising out of the allocation AHDF funds for the acquisition of the Property, the recapture of such funds, or the exercise in good faith by the County of any rights or remedies granted to the County under this Agreement. Specifically, the Owner acknowledges and agrees that it is the Owner's sole responsibility to ensure that the Property is used and maintained in accordance with this Agreement, the Grant Agreement and the Note.

15. Amendment. This Agreement may be amended only in writing as mutually agreed by Owner and the County. Notwithstanding the foregoing, the County reserves the right to release this Agreement at any time.

16. Notices. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth in the preamble, or to such other place as a party may from time to time designate in writing. The County and the Owner may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. If the address of the Owner changes from that given above or subsequently designated under the previous sentence, the Authority may conclusively presume that the address of the Owner for purposes of this Section 4. 7 is the address to which property tax bills for the Development are delivered.

17. Definitions and Interpretation. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine gender and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. All the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof. The titles and headings of this Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall not be considered or given any effect. in construing this instrument or any provision hereof or in ascertaining intent, if any question of intent should arise.

18. Governing Law. This Agreement shall be governed by the laws of the state of Wisconsin and, where applicable, the laws of the United States of America.

19. Severability. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions thereof.

20. Multiple Counterparts. This Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original.

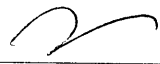
[Signatures on Following Pages]

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

**OWNER**

**PORCHLIGHT, INC.**

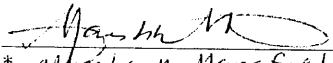
a Wisconsin non-profit corporation.

By: 

STATE OF WISCONSIN )  
 ) SS  
COUNTY OF DANE )

Steven J. Szwedler, who is personally known to me or was identified to me on the basis of satisfactory documentary evidence, came before me on this 7<sup>th</sup> day of October 2016, and executed the foregoing instrument and acknowledged the same.

[SEAL]

  
\* Marshall M. Mansfield  
Notary Public, State of Wisconsin  
My Commission: is permanent

\*print or type name here

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

**COUNTY OF DANE,**  
a Wisconsin County and body corporate pursuant to  
Chapter 59 of the Wisconsin Statutes.

By: \_\_\_\_\_  
Joe Parisi, Dane County Executive

STATE OF WISCONSIN    )  
                                  ) SS  
COUNTY OF DANE        )

\_\_\_\_\_, who is personally known to me or was identified to me on the basis of satisfactory documentary evidence, came before me on this \_\_\_\_ day of \_\_\_\_\_, 2016, and executed the foregoing instrument and acknowledged the same.

[SEAL]

\_\_\_\_\_  
\* \_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission: \_\_\_\_\_

\*print or type name here

This instrument was drafted by:  
Richard D. Greenlee  
Assistant Corporation Counsel  
Dane County Corporation Counsel

**Exhibit A**

**LEGAL DESCRIPTION**

Lot Seven (7), Sunfield Heights, in the City of Sun Prairie, Dane County, Wisconsin

Tax Parcel Number: 282/0811-071-3377-6

Address: 221 Sunfield Street, Sun Prairie, Wisconsin, 53590