

[INSERT DATE]

Steve King
Kochville DDA Manager
Kochville Township Downtown Development Authority
5851 Mackinaw Road
Saginaw, MI 48604

Re: Proposed Grant Program Executive Summary

Dear DDA Board:

This executive summary is being written to assist you in understanding the documents that have been prepared regarding the proposed Grant Program (hereinafter “Program”). The documents included herein are: (i) Grant Program letter to prospective applicants; (ii) Grant Program Description; (iii) Grant Program Application; (iv) Conditional Approval of Application letter; (v) Grant Agreement; (vi) Grant Maintenance Agreement; (vii) Grant Improvement Easement; (viii) General Construction Final Waiver of Lien; and, (ix) Grant Acknowledgement Form.

I have worked with the DDA consultants diligently over the last few months to ensure that the Grant Program achieves the following:

1. Is not overbearing to a prospective applicant;
2. Requires a limited amount of money by a prospective applicant to obtain conditional approval; and
3. Protects the DDA’s assets, enhances the aesthetics of the DDA District or beautifies the DDA District.

The following should assist you in your review of the documents that are included as exhibits to this Executive Summary:

Exhibit 1: Grant Program letter

The Program letter was prepared to give prospective applicants a brief overview of the Program. This letter sets forth how the funding of the Program will work and provides the applicant with an individual to contact with questions regarding the Program.

Exhibit 2: Grant Program Description

The Program Description sets forth several aspects of the Program, including, but not limited to, the purpose of the Program, the funding of the Program, required eligibility to participate in the Program, projects that are either eligible or ineligible for Program funding, the application process, the evaluation process for applications received, the approval process, an overview of several important documents that need to be executed to participate in the Program, and how funds for eligible projects will be distributed.

Exhibit 3: Grant Program Application

The Program Application sets forth the minimum amount of information required for the Program Review Committee (hereinafter “Review Committee”) to make a preliminary determination of whether to consider recommending the proposed project for funding by the DDA Board. By requiring the minimum amount of information for conditional approval, the Review Committee believes that property owners/managers will be more inclined to apply because there will be less out of pocket expenses to determine if an applicant’s project will be recommended to the DDA Board for funding.

Exhibit 4: Conditional Approval of Application Letter

This letter is intended to notify the applicant whether its proposed project will be recommended for funding to the DDA Board. As a condition precedent to the Review Committee recommending approval for funding, the applicant must furnish to the Review Committee numerous documents. The majority of the costs of applying for funding by the applicant will be incurred in supplying the documents set forth in the conditional approval of application letter.

Exhibit 5: Grant Agreement

The Grant Agreement must be executed by the applicant prior to being recommended by the Review Committee for funding. The Grant Agreement protects the DDA’s investment in a funded project by limiting what an applicant may do with the completed project for a period of five (5) years. Additionally, the Grant Agreement requires the applicant to name the DDA as a co-insured as to the property and fixtures thereto and indemnify the DDA against any liability, claims, suits, demands, or judgments resulting from actions or claims by third parties in connection with the improvements made pursuant to the Program.

Exhibit 6: Grant Maintenance Agreement

The Grant Maintenance Agreement places an affirmative duty on the applicant to maintain, preserve, repair, and protect the improvements funded by or in part by the DDA for a period of five (5) years. If the applicant fails to perform its duties pursuant to the Grant Maintenance Agreement, the DDA or its agents may conduct a show cause hearing to give the applicant an opportunity to be heard as to why the DDA should not proceed with the correction of the deficiency or obligation which has not been undertaken or properly fulfilled by the applicant. If the DDA Board determines that the deficiency or obligation will not be cured by the applicant in a timely manner, the DDA or its agents may then enter the property and correct the deficiencies.

Exhibit 7: Grant Improvement Easement

The Grant Improvement Easement allows the DDA to enter onto private property to maintain the improvement funded with grant proceeds for a period of five (5) years.

Exhibit 8: General Construction Final Waiver of Lien

The General Construction Final Waiver of Lien must be provided by the applicant to the DDA at the completion of the proposed improvements prior to the remaining fifty percent (50%) of the grant being paid.

Exhibit 9: Grant Acknowledgement Form

The Grant Acknowledgement Form is signed by the Applicant stating that the Applicant understands the program and the Applicant's rights and duties.

Sincerely,
KOCHVILLE TOWNSHIP DOWNTOWN DEVELOPMENT AUTHORITY

Steve King
DDA Director

[INSERT DATE]

Re: Kochville Township Downtown Development Authority Grant Program

Dear Applicant:

After many months of review and research it is with great pleasure that the Kochville Township Downtown Development Authority (“Kochville DDA”) is now moving forward with a Grant Program (“Program”). The Kochville DDA understands that in order for the Program to be successful, the concerns and suggestions of everyone involved are very important. The Kochville DDA has tried its best to address every concern that it believes property owners and business owners may have regarding the Program.

This exciting public/private partnership will help enhance and beautify the Kochville DDA District (“DDA District”). It is the goal of the Program that by beautifying and enhancing the DDA District, it will attract more shoppers to the area.

The Kochville DDA may provide a grant to eligible applicants, which may be funded at a level determined by the DDA Board upon the DDA Review Committee’s recommendation. Funding is limited and it is therefore recommended that any interested applicant submit its application prior to _____.

Please note that the grant does not need to be repaid to the Kochville DDA. The Kochville DDA would like to remind Applicants that this Program is a reimbursement program, and therefore any Grant funds will be paid ½ at the start of the project and the remainder after the completion of the improvements proposed by the Applicant.

Many of the documents involved in the Program are legal in nature and impose certain duties and restrictions upon the Applicant. ***Applicants are, therefore, advised to consult with an attorney prior to signing any of the documents required for participation in the Program.***

Because this Program is a pilot Program, it is the DDA's hope and goal that the Program will run smoothly. However, if you do have any concern, questions and/or suggestions with regard to the Program as presented, please contact Steve King, Kochville Township DDA Director at (989) 792-7596 ext 20, or by visiting with him at the Kochville DDA office during normal business hours. Your feedback with regard to this Program is very important to the Kochville DDA, and will also assist in whether this Program will be funded and/or modified in the future.

Sincerely,

Lyle Davis
Chairman, Kochville DDA

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Grant Program Description

PURPOSE:

The purpose of the Kochville Township Downtown Development Authority (DDA) Grant Program is to encourage visual improvements to commercial property located within the DDA District. These improvements may include, but are not limited to facades, building and landscaping enhancement that are readily visible to the public and to improve the physical appearance of independent businesses, sidewalks, painting, exterior modifications, Cardinal Square elements, and similar improvements. A financial assistance program has been developed to provide an incentive to business owners to make improvements in the DDA District. An evaluation process has been outlined to ensure that all applicants can be evaluated on the same criteria.

ALLOCATION OF RESOURCES:

The Kochville Township DDA is committed to this program and will annually review the program and fund it at a level they deem appropriate.

APPLICANT ELIGIBILITY:

In order to be eligible to participate in this program an applicant must meet the following criteria:

- Applicant must be the commercial property owner or manager; or
- Applicant must be the owner or manager of property that is used by a recognized non-profit organization in the DDA district; and
- Applicant must be current on all real and personal property tax obligations; and
- Applicant must be current on all obligations to the Township (water bill, etc).

ELIGIBLE PROJECTS:

Eligible enhancement projects must be in the DDA District, must be consistent with the all Kochville Township Design Guidelines, and all applicable laws, administrative codes and ordinances. The following list is not an exhaustive list of the type of projects the DDA Board will consider. All projects that improve the esthetics and overall character of the DDA District will be considered.

- Exterior renovations to any portion of a commercial building, including any signage.
- Historical exterior restoration of a commercial building.
- Brickwork consistent with the Township and DDA Guidelines and Overlay Districts.
- Storefront and rear entry improvements, including ADA improvements.
- Addition or enhancement of landscaping.
- Exterior painting and cleaning of bricks.
- Installation of sidewalk or pathways.

Other items which may be eligible if they are improvements, not simply replacement for maintenance purposes include: Cornices, eaves, parapets, windows and doors, lighting, awnings, etc. Other similar improvements that may be necessary to improve the appearance of the exterior of a building may be approved by the Kochville Township DDA.

INELIGIBLE USE OF FUNDS

Grant program funds shall not be used for any of the following:

- Refinancing existing debt.
- Property acquisition.
- Interior improvements.
- Site plan, building or sign permit fee.
- Property appraisal cost, legal fees.
- Labor cost paid to the owner/applicant or relatives, (unless they are a licensed contractor).
- Cost paid by the applicant in merchandise or in-kind services.
- Work already performed.
- Mortgage or land contract financing or refinancing.
- Loan fees.
- Reusable or removable items.
- Any other use of funds that the DDA Board determines is not eligible for funding.

APPLICATION PROCESS

The following process has been outlined for applicants for submitting projects to be reviewed for funding under this program:

1. Interested owners/managers are encouraged to contact the Kochville DDA Manager to discuss the program, and obtain an application and copy of the Kochville Township Design Guidelines.
2. Applicant shall fill out and sign the Application.
3. The applicant shall provide four (4) copies of the application form.
4. Applicant shall provide four (4) copies of drawings showing the proposed improvement(s) that shall meet all of the Kochville Township Ordinances. The drawings may be done by the applicant at the time of submission. However, upon conditional approval, applicant may be required to provide drawings of a professional quality as may be required by the Township Building Inspector, the Kochville Township Planning Commission, the Kochville Township DDA, or any of the independent contracts hired by the above governmental individuals or entities.
5. Applicant shall provide details on materials, quantities and colors to be used in the proposed improvement.
6. Applicant shall provide three (3) comparable estimates for the proposed work.

It is the sole responsibility of the applicant to ensure that project is designed, engineered and constructed according to the law, building code and applicable Township ordinances.

**THE DDA RESERVES THE RIGHT TO REJECT
ANY AND ALL APPLICATIONS AT ANYTIME**

EVALUATION PROCESS

A grant review committee comprised of two (2) DDA Board members and the DDA Director will review the application and design based on the following:

- Eligible Applicant.

- Eligible Property.
- Eligible and consistent design.
- Compliance with Kochville Township Guidelines, overlay districts, local ordinances, and all applicable laws and regulations. The agency with regulatory authority shall have the final determination as to whether the proposed design is in compliance with the Kochville Township Guidelines, local ordinances, and all applicable laws and regulations.
- Review of building location and neighboring structures.
- Percentage of improvement enhanced by grant proceeds.
- Any other criteria that the Review Committee believes are important to the aesthetics and beautification of the DDA District.

APPROVAL PROCESS

Upon approval by the Review Committee a conditional approval letter will be forwarded to the applicant along with a Grant Agreement and a Maintenance Agreement. As a condition of receiving funding, the applicant shall thereafter execute and submit to the DDA all of the applicable aforementioned documents and all other documents requested by the Review Committee. **This program does not exempt applicants from obtaining all necessary permits and inspections from Kochville Township nor does it exempt applicants from the payment of those fees.**

After the Review Committee receives the above-mentioned documents, it shall make a recommendation with respect to funding to the DDA Board. The DDA Board shall act on the request for funding at the next regular DDA Board meeting.

If the DDA Board approves the request for funding, the DDA Board Chairperson shall thereafter notify the applicant in writing of the approval. Upon receipt of the written notice by the DDA Board Chairperson, the applicant is authorized to commence work on the approved project.

If the DDA Board denies the request for funding, the applicant shall be notified by the DDA Board Chairperson in writing that the funding for the proposed project was denied and the applicant will not receive any grant funds this review cycle unless additional funds become available. The applicant may reapply for future grant funds if available during the applicant process established by the DDA Board.

FINANCIAL ASSISTANCE

The program provides financial assistance to qualified and approved applicants. The Kochville Township DDA will provide grant funding to an applicant for use on an approved project. The level of grant funding will be determined by the DDA Board upon a recommendation by the Review Committee.

For instance, if the Kochville Township DDA allocates \$50,000 for the grant program and the Review Committee only receives one application, the Kochville DDA Board may grant the entire \$50,000 or the

total cost of the project if less than \$50,000 to the applicant. If, however, the Kochville DDA Board receives five applicants for viable projects, the Kochville DDA Board may award \$10,000 to each applicant or the total cost of the project if less than \$10,000 or any variable the Kochville DDA Board believes will be in the best interest of the DDA District.

GRANT AGREEMENT AND GRANT MAINTENANCE AGREEMENT

A signed Grant Agreement and Grant Maintenance Agreement with the Kochville Township DDA sets the terms and conditions of the municipal grant and approved application. The Agreements are entered into for the purpose of enabling the commercial property owner/manager to construct, maintain, enhance and beautify its property and fixtures located on their property with finding from the Kochville Township DDA as part of the goals and requirements of the Grant Program. The Grant Maintenance Agreement ensures that maintenance and repairs will be performed on the funded improvement for a period of five (5) years.

APPLICANTS PLEASE NOTE: As a condition to the applicant accepting the grant funds, the Kochville Township DDA reserves the right to promote the Grant Program and use approved and funded projects as examples, including pictures, in promotional materials.

DISTRIBUTION OF FUNDS

The release of funds shall be subject to the prior inspection and approval of the work performed at that time by the Township Building Department and the DDA. Said construction must conform to all applicable building codes, zoning ordinances, state statutes and prior approved plans. Also evidence of payment for work performed for the grant improvement construction will be required to release funds.

Funds will be distributed on the following schedule

- A maximum of fifty (50%) percent of the approved grant funds for a project prior to the commencement of the construction on the approved project.
- The balance of the grant funds shall be distributed when the façade project construction has been completed and all inspections are approved and waivers presented.

Funding approval will lapse if a notice of completion is not issued within six (6) months of the date of construction provided by the applicant. The Kochville Township DDA may grant an extension following review and approval of a written request by the applicant detailing the reasons for the extension and providing a new date of completion. Extensions shall be at the discretion of the Kochville Township DDA.

**Kochville Township Downtown Development Authority
Grant Program Application**

Total Estimated Improvement Cost: \$ _____
(Attach cost estimates and detailed breakdown)

Funding Request:

- A. Total Amount Requested:** _____
- B. If the total amount requested is not available, what is the minimum amount needed to still complete the project?** _____

By signing this Application, I affirm that I am the property owner of the above Property, the manager of the property submitting this application with the written consent of the property owner, or the manager that has the authority to submit this application which may affect the rights of the property owner. I further affirm that all the statements made on this application are true, and I understand that any falsification or willful omission will be sufficient cause to void my Application and any grant awarded. In such a case that any grant awarded by the DDA is voided due to any falsification or willful omission, I agree to repay the grant to the DDA within sixty (60) days, plus all of the costs and attorney fees incurred by the DDA to collect the grant proceeds if I fail to repay the DDA within the sixty (60) days.

I have read and understand and agree to comply with all requirements of the DDA's Grant Program (hereinafter the "Program"). I further understand that if my application is accepted by the DDA, I may receive a preliminary approval letter. After receipt of the preliminary approval letter from the DDA, I may be required to submit sealed plans and shall obtain all required permits, and execute all of the necessary forms given to me by the DDA in order to qualify for grant proceeds of the project expenses pursuant to the limitations set forth in the forms.

I hereby acknowledge that this Application and all supporting documents are due to the DDA Director no later than _____. I further acknowledge that I may be required to submit additional documentation or information that was not required on this Application if requested by the DDA.

Any applications received after _____, may not be considered for funding unless funding is available and the DDA Board determines that funding the improvement at that time will be in the best interest of the DDA.

I further hereby acknowledge that the DDA Board reserves the right to reject any or all applications received pursuant to the Program.

Applicant's Signature

I am the property owner, manager with written approval of the property owner to submit this application, or the manager with the authority to submit this application of the above address. I have read and understand and agree to comply with all requirements of the Grant Program. I understand that none of the proposed work may begin prior to approval of my application by the DDA in order to qualify.

Applicant's Signature

Date

The following documentation must be attached to this Application:

- Provide proof of ownership/control of the subject property or authority to submit application.**
- Proof that all Township real and personal property taxes due have been paid.**
- Proof that all Township Obligations are current (Water, Sewer, etc.).**
- Provide detail cost estimates and breakdown of the proposed improvements.**
- Provide a preliminary sketch, plus photos and/or other graphics of the proposed improvements.**

APPLICANTS PLEASE NOTE: By accepting grant funds, the Kochville Township DDA reserves the right to promote the Grant Program and reserves the right to use approved and funded projects as examples, including pictures, in promotional materials.

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[INSERT DATE]

Re: Conditional Approval of Application

Dear Applicant:

This letter is being sent to inform you that the Kochville Township Downtown Development Authority's Board ("DDA Board") has conditionally approved your application submitted pursuant to the Kochville Township Downtown Development Authority's Grant Program ("Program").

In order for your pending application to obtain final approval, you shall submit to the DDA Manager the following documents within sixty (60) days of the date of this letter:

- Sealed engineered drawings of the improvements. The scale for the engineered drawings shall be a minimum of one-eighth inch (1/8") for every one foot (1').
- A valid Building Permit.
- A valid Electrical Permit and/or Plumbing Permit, if applicable.
- If the proposed improvements require the sidewalk to be blocked during construction, please provide documentation from the Kochville Township that you may block the sidewalk and what safety precautions will be taken to ensure that no pedestrians are injured during construction. In addition; you will be required to indemnify Kochville Township and provide a policy of liability insurance naming Kochville Township as an additional insured upon terms and conditions satisfactory to Kochville Township.
- Two (2) names and twenty-four (24) hour contact numbers of representatives of the construction company performing the improvements.
- A twenty-four (24) hour contact number where you may be reached in case of an emergency.
- An executed Grant Agreement.
- An executed Grant Maintenance Agreement.
- The date in which construction of the proposed improvements will begin and an estimated date of completion.

Once the DDA Board has received and reviewed the above documentation, you may be required to submit additional documentation as determined by the DDA Board. Any and all documents requested by the DDA Board must be submitted and reviewed by the DDA Board prior to any final action being taken with regard to your conditionally approved application.

Please note that your proposed improvement has not been approved for funding by the DDA Board at this time. You will receive a letter from the DDA stating if and when

your proposed improvement has received final approval for funding and if the DDA Board determines that all necessary documents have been submitted and funding is available. Any improvement that commences prior to you receiving the letter stating that your proposed improvement has received final approval for funding may result in the final approval of your application being denied.

If you do have any questions with regard to the documentation requested by the DDA, please contact Steve King, Kochville Township DDA Director at (989) 607-9500, or by visiting with him at the Kochville Township DDA office during normal business hours.

Sincerely,

Chairman Lyle Davis
Kochville Downtown DDA

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GRANT AGREEMENT

This Grant Agreement (“Agreement”) is made this ____ day of _____, and given by _____, a _____, whose address is _____ (hereinafter the “Grantor”) to the **KOCHVILLE TOWNSHIP DOWNTOWN DEVELOPMENT AUTHORITY**, whose address is 5851 Mackinaw Road, Saginaw, Michigan 48604 (hereinafter the “DDA”) for the purpose of enabling the parties hereto in carrying out the goals and requirements of the DDA’s Grant Program (hereinafter the “Program”) and in particular for the purpose of the DDA obtaining certain rights with respect to the Grantor’s Property (as hereinafter defined) and to its appurtenant fixtures related to the construction and maintenance of the grant improvements needed to revitalize the grant components of the building, fixtures, or other improvements (as hereinafter defined) located on the Property consistent with the Program and design criteria of Kochville Township Ordinances and guidelines.

WITNESSETH:

Whereas, Grantor is the owner in fee simple of the real property more fully described on the attached Exhibit A (hereinafter the “Property”), or the manager with the written consent of the property owner, or the manager with the authority to execute all the documents required by

the DDA, which is located at _____ in Kochville Township;

Whereas, Grantor will receive certain grant funds which funds have been made available in part for the benefit of the public to enhance and to beautify the DDA District for the use and benefit of the property and business owners located in the DDA District in accordance with Section 3 of this Agreement;

Whereas, Grantor in entering into this Agreement will assist in preserving and maintaining the designated character of the DDA District located in Kochville Township;

Whereas, Grantor agrees to preserve, protect, enhance and perpetuate the improvement constructed pursuant to this Agreement; and

Whereas, it is the specific intention of the parties hereto to specifically exclude improvements that only benefit the interior of any of the Building located on the property from this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Grantor and DDA agree as follows:

1. **Grantor Covenants and Agreements.** During the Term (as hereinafter defined), the DDA or its agents may enter the Property and the Building to perform or do the following: (i) maintain the improvement funded by grant proceeds; (ii) remove any alterations; (iii) remodel or make physical or structural changes or changes in color or surfacing with respect to the appearance or construction of the improvement which were not approved by the DDA; (iv) remove any signs, canopies or plaques that have been attached to the improvement which were not approved by the DDA; (v) remove any reconstruction, repair, repainting, or refinishing of any designated feature that alters the improvements state from the condition previously approved

by the DDA; and (vi) inspect the improvement. The DDA or its agents shall enter the Property to perform the items set forth in (i) through (vi) inclusive, above, Monday through Friday from 9 a.m. to 5 p.m., local time, excluding holidays and Grantor shall fully cooperate with the DDA with respect to the DDA's right of access and the DDA's right to perform the items set forth in (i) through (vi) inclusive, above.

2. **Grantor Restrictions.** The Grantor agrees to do or refrain from doing, as the case may be, each of the following during the Term:

- a. The Grantor shall not demolish, remove, or raze the improvement;
- b. The Grantor shall not undertake or allow to be undertaken any changes to the improvement including any of the following without the written consent of the DDA: (i) any change in the improvement including the alteration, partial removal, construction, remodeling or physical or structural change or change in color or surfacing with respect to the appearance or construction of the improvement; (ii) the addition of any additional signs, canopies or plaques to the improvement; or (iii) any significant reconstruction, repair, repainting, or refinishing of the designated feature that alters its state from the condition previously approved by the DDA.
- c. This Section 2 shall not include ordinary or necessary maintenance as covered by Section 6 below.

3. **Consideration.** In consideration of _____ dollars and other good and valuable consideration, the accuracy and sufficiency of which is hereby acknowledged by Grantor, Grantor hereby does give and convey this Agreement to the DDA. The consideration referenced above shall be paid by the DDA to Grantor upon the completion of

the grant improvements as described herein which shall be determined by the DDA in its reasonable discretion.

4. **Construction of Improvements.** It is agreed by and between Grantor and DDA that the improvement as shown on Exhibit B, the design drawings of the improvement, is the improvement that shall be constructed or installed on the Property or Building by Grantor.

5. **DDA Response to Grantor's Requests.** Within thirty (30) days after Grantor requests written consent to make a change to the improvement and provides all documents required by Section 7 below, written consent or a refusal to allow the change along with the reasons therefor shall be delivered to the Grantor by the DDA.

6. **Maintenance.** During the Term, Grantor shall perform necessary maintenance on the improvement to maintain its appearance and structural soundness and prevent any deterioration of the improvement. The Grantor shall not be required to notify the DDA that maintenance is going to be performed. If Grantor fails to maintain the improvement according to the Maintenance Agreement attached as Exhibit C, the DDA may perform such maintenance as required to make the improvement conform to the requirements of Exhibit B. Grantor shall be responsible for all costs (including attorney fees) in connection with such maintenance by the DDA.

7. **Specification of Work.** In the event the Grantor is required to obtain the written consent of the DDA pursuant to Section 5 above, the Grantor shall give the DDA copies of the plans, designs, elevations, specifications, and documents relating to the change or work, including specification of all materials, colors and construction techniques to be used in any such work and photographs of the subject area as it appears at the time of the request.

8. **Insurance.** Grantor, at its expense, shall: (i) keep the Property insured under a standard form of insurance policy against loss or damage resulting from fire and other perils normally insured under a uniform standard extended coverage endorsement limited only as may be provided in the standard form of extended coverage endorsement at the time in use in the State of Michigan upon terms and conditions satisfactory to the DDA; and (ii) carry and maintain comprehensive public liability insurance in connection with the Property upon terms and conditions satisfactory to the DDA. The public liability insurance policy shall name the DDA as an additional insured as to the improvement and shall provide for not less than thirty (30) days prior written notice to the DDA by the insurer of any proposed cancellation of any such insurance. The Grantor shall deliver to the DDA a certificate of insurance prior to the recording of this Agreement and on renewal, a new certificate of insurance shall be delivered to the DDA. The Grantor shall further deliver to the DDA a copy of the certificate of insurance at the request of the DDA.

9. **Casualty Damage.** In the event that the improvement constructed with grant proceeds or any part thereof shall be damaged by fire or other casualty, the proceeds of the insurance required to be carried pursuant to Section 8 above and Grantor's funds shall be applied to promptly reconstructing the improvement under this Agreement. If the improvement is damaged to such an extent that the Grantor determines that reconstruction is not feasible and provides the DDA with a statement from an independent engineer to the same effect, then this Agreement shall terminate. In the event that the improvement is damaged as referenced in the preceding sentence and this Agreement is terminated as a consequence thereof, the DDA Board may require the Grantor to repay the DDA a prorata share of the grant.

10. **Assignment.** If the DDA shall cease to exist, the Grantor and DDA covenant and agree that the rights and obligations of the DDA shall be assigned to and be vested in Kochville Township, Saginaw County, Michigan. The DDA may at any time assign its interest in this Agreement to the holder of the fee-simple interest in the Property. This Agreement shall be binding upon Grantor and the DDA and their successors and assigns (which in the case of the DDA shall be Kochville Township, Saginaw County, Michigan), and the words “Grantor” and “DDA” when used herein shall include all such entities and persons. Anything contained herein to the contrary notwithstanding, an entity or person shall have no obligation under this Agreement when the entity or person has ceased to have any interest in the Property or improvement by reasons of a bona fide transfer.

11. **Term.** Except as otherwise provided herein, this Agreement shall be effective for a period of five (5) years which shall commence upon the date of payment of the consideration set forth in Section 3 above (hereinafter the “Term”).

12. **Statutory Authority.** This Agreement is entered into pursuant to Public Act 197 of 1975 (“Act”), but the invalidity of such Act or any part of the Act shall not affect the validity and enforceability of this Agreement.

13. **Compliance With Applicable Ordinances.** Except as provided in this Section 13, nothing contained in this Agreement shall be interpreted to authorize or permit Grantor to violate any ordinance relating to building materials, construction methods or use. In the event of any conflict between any ordinance, state or federal law, or rules and regulations promulgated by any public agency and the terms of this Agreement, the ordinances, state or federal law, or rules and regulations promulgated by any public agency shall prevail and the Grantor shall promptly notify the DDA in writing of the conflict.

14. **Notices.** Any notice required under this Agreement shall be in writing and shall be delivered: (i) by mail, postage prepaid, by registered or certified mail with return receipt requested; (ii) by hand delivery; or (iii) by commercial overnight mail.

A. If to the Grantor, by delivering to:

Name: _____
Address: _____

B. If to the DDA, by delivering to:

DDA Director
Kochville Township Downtown Development Authority
5851 Mackinaw Road
Saginaw, Michigan 48604

And also to:

DDA Chairperson
Kochville Township Downtown Development Authority
5851 Mackinaw Road
Saginaw, Michigan 48604

Each party may change its address set forth herein by written notice to the other party.

15. **Recording.** A memorandum of this Agreement or this Agreement may be recorded in the office of the Saginaw County Register of Deeds.

16. **Transfer of Development Rights.** Nothing contained in this Agreement shall be interpreted to limit Grantor's right or ability to transfer any development or other rights which may exist now or at any time in the future.

17. **Condemnation.** In the event that any governmental authority institutes an eminent domain action or other similar proceedings for any public or quasi-public or other use against all or a portion of the improvement, this Agreement shall immediately terminate on that portion of the improvement only. In the event of such termination, the DDA Board at its sole discretion may require the Grantor to repay a prorata amount of the grant.

18. **Taxes.** Grantor shall pay when due and owing all real estate taxes, water charges, sewer service charges and other charges and assessments which may become a lien on the Property, provided that Grantor may make payment under protest where permitted by law.

19. **Indemnity.** The Grantor shall defend, indemnify and hold the DDA harmless from and against any liability, claims, suits, demands, judgments (including costs, expenses, and attorney's fees), resulting from actions or claims by third parties in connection with improvements made pursuant to the Program or defaults or breaches of this Agreement by the Grantor.

20. **Headings.** Section headings used in this Agreement are convenience or reference only and do not affect the meaning of provisions which they precede.

21. **Public Access.** The Grantor and DDA agree that the public shall have the regular and substantial opportunity to the designated feature from the sidewalk in the front of the Building. The Grantor shall have no obligation to allow the general public to view the interior of the Building.

22. **Right to Use of the Property.** The Grantor may continue to use and occupy the Property for all lawful purposes not inconsistent with this Agreement and the DDA agrees to sign any and all documents (including, but not limited to, any and all future leases or mortgages) Grantor shall request to further such purposes which are not inconsistent with this Agreement.

**KOCHVILLE TOWNSHIP
DOWNTOWN DEVELOPMENT
AUTHORITY:**

Signature

Printed Name

Its: _____

STATE OF MICHIGAN)

) ss

COUNTY OF SAGINAW)

Subscribed and sworn to before me this _____ day of _____
_____, 20__, by _____, Chairperson
of the Kochville Township Downtown Development Authority.

, Notary Public

County of
State of Michigan
My Commission Expires:
Acting in the County of

GRANT MAINTENANCE AGREEMENT

This Grant Maintenance Agreement (“Agreement”) is made this ____ day of _____ (hereinafter the “Effective Date”), and given by _____, a _____, whose address is _____ (hereinafter the “Grantor”) to the **KOCHVILLE TOWNSHIP DOWNTOWN DEVELOPMENT AUTHORITY**, whose address is 5851 Mackinaw Road, Saginaw, Michigan 48604 for the purpose of enabling the parties hereto in carrying out the goals and requirements of the DDA’s Grant Program and in particular for the purpose of ensuring the improvements funded in whole or in part by the DDA as part of the Program are maintained, preserved, repaired, and protected pursuant to the terms and conditions set forth in this Agreement.

WITNESSETH:

Whereas, Grantor is the owner in fee simple of the Property or the manager of the business proposing the improvement with the written consent of the owner or the authority to execute the documents required by the Grant Program which is located at _____ in Kochville Township;

Whereas, Grantor will receive grant funds which funds have been made available in part for the benefit of the public to enhance and to beautify the DDA District;

Whereas, Grantor by participating in the Program will assist in preserving and maintaining the designated character of the DDA District;

Whereas, Grantor agrees to assume complete responsibility for the Maintenance of the Improvements; and

Whereas, it is the specific intention of the parties hereto that if the Grantor fails to performance Maintenance on the Improvements, the DDA shall have the option to enter the Property and Building to perform Maintenance on the Improvements at the sole expense of the Grantor.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Grantor and DDA agree as follows:

1. **Definitions.** The following terms shall be defined herein as follows:
 - a. **Building.** Building shall mean the commercial structure located on the Property.
 - b. **DDA.** DDA shall mean the Kochville Township Downtown Development Authority, located in Saginaw County, Michigan.
 - c. **Improvements.** Improvements shall mean any improvements that where funded in whole in part by the DDA pursuant to the Program.
 - d. **Maintain, Maintained, or Maintenance.** Maintain, Maintained, or Maintenance shall mean the act of maintaining, preserving, repairing, and/or protecting the Improvements.
 - e. **Program.** Program shall mean the DDA's Grant Program.
 - f. **Property.** Property shall mean the real property more fully described on the attached **Exhibit A**.
2. **Grantor Duties.** The Improvements to the Property or Building shall be Maintained by the Grantor: (i) in compliance with the local ordinances, the International

Property Maintenance Code, the Michigan Building Code, and all other applicable laws and regulations; and (ii) in a condition that that will ensure that the Improvements will have a life expectancy of at least five (5) years from the Effective Date.

3. **Grantor Failure to Perform.** In the event that the Grantor shall at any time fail to carry out Grantor's duties and responsibilities specified in this Agreement or in the event of a failure by Grantor to Maintain the Improvements in reasonable order and condition, the DDA may serve written notice upon the Grantor setting forth the deficiencies in Maintenance along with a demand that the deficiencies be cured within a stated reasonable time period, not to exceed forty-five (45) days, unless a written extension is granted by the DDA Board. Such written notice shall also include the date, time and place for a hearing before the DDA for the purpose of allowing the Grantor an opportunity to be heard as to why the DDA should not proceed with the correction of the deficiency or obligation which has not been undertaken or properly fulfilled by Grantor. If, following such hearing, the DDA Board shall determine that the obligation has not been fulfilled or is not corrected within the time specified in the notice, as determined by the DDA Board in its reasonable discretion, the DDA Board shall have the power and authority, but not the obligation, to enter upon the Property and Building or cause its agents or contractors to enter the Property and Building and perform such obligation or take such corrective measures as determined by the DDA to be appropriate or necessary with respect to the Improvements for the purposes described herein.

4. **Costs and Fees Incurred by DDA.** The DDA shall, in its sole discretion, invoice the costs and fees of any Maintenance performed by the DDA or its agents directly to the Grantor. The cost and fees of making and financing such Maintenance by the DDA, including reasonable legal fees incurred by the DDA, plus an administrative fee in an amount of twenty-

five percent (25%) of the total of all such costs and expenses incurred shall be paid by the Grantor to the DDA within thirty (30) days the date of the DDA invoice. If the costs and fees are not paid by the Grantor to the DDA within such thirty (30) day period, the DDA may take appropriate action to collect all costs and fees, and in such event the Grantor shall also be required to pay all court costs and attorney fees incurred by the DDA in connection therewith.

5. **No Taking.** The Maintenance by the DDA or its agents shall not constitute a taking of the Improvement nor vest in the general public any right to use the same.

6. **Assignment.** If the DDA shall cease to exist, the Grantor and DDA covenant and agree that the rights and obligations of the DDA shall be assigned to and be vested in Kochville Township, Saginaw County, Michigan.

7. **Term.** Except as otherwise provided herein, this Agreement shall be effective for a period of five (5) years which shall commence upon the date of payment of the consideration set forth in Section 3 of the Grant Agreement attached hereto as **Exhibit B**.

8. **Notices.** Any notice required under this Agreement shall be in writing and shall be delivered: (i) by mail, postage prepaid, by registered or certified mail with return receipt requested; (ii) by hand delivery; or (iii) by commercial overnight mail.

A. If to the Grantor, by delivering to:

Name: _____
Address: _____

B. If to the DDA, by delivering to:

DDA Director
Kochville Township Downtown Development Authority
5851 Mackinaw Road
Saginaw, Michigan 48604

And also to:

DDA Chairperson
Kochville Township Downtown Development Authority
5851 Mackinaw Road
Saginaw, Michigan 48604

Each party may change its address set forth herein by written notice to the other party.

9. **Recording.** A memorandum of this Agreement or this Agreement may be recorded in the office of the Saginaw County Register of Deeds.

10. **Condemnation.** In the event that any governmental authority institutes an eminent domain action or other similar proceedings for any public or quasi-public or other use against all or a portion of the Improvement, this Agreement shall immediately terminate.

11. **Headings.** Section headings used in this Agreement are convenience or reference only and do not affect the meaning of provisions which they precede.

12. **Amendment.** Grantor and the DDA may amend this Agreement by mutual consent in writing and such amendment shall become effective upon its signing by both parties.

13. **Incorporation by Reference.** The Exhibits attached hereto are incorporated by reference as though fully set forth herein.

IN WITNESS WHEREOF on the Effective Date, Grantor and the DDA have signed this Agreement.

GRANTOR:

KOCHVILLE TOWNSHIP DDA GRANT IMPROVEMENT PROGRAM EASEMENT

This Agreement, made and entered into this ____ day of _____, 20__, by and between _____ and their representatives, successors and assigns, (the Grantor) whose address is _____ and the Kochville Township Downtown Development Authority (the Grantee) for the purpose of enabling the parties hereto in carrying out the goals and requirements of the Kochville Township Downtown Development Authority's Grant Program and in particular for the purpose of obtaining certain rights of easement on the Grantor's land and to its appurtenant fixtures related to the construction and maintenance of the grant improvements needed to revitalize the property, fixtures or other components funded by Kochville Township Downtown Development Authority grant proceeds located on the property described herein consistent with the Kochville Township Downtown Development Authority's Grant Program and design criteria and ordinances of Kochville Township.

WHEREAS, the Grantor is concurrently the recipient of grant funds which funds have been made available in part for the benefit of the public to enhance and to beautify the Kochville Township Downtown Development Authority District for the use and benefit of property owner(s), managers with the written consent of the property owner(s), and managers with the authority to execute all documents associated with the grant program; and

WHEREAS, the Grantor is the owner of certain real property and its appurtenant fixtures located within Kochville Township Downtown Development District on which the Grantor is

willing to grant certain rights of easement to the benefit of the Kochville Township Downtown Development Authority for the sole purpose of constructing and maintaining the improvements funded with grant proceeds that are located on the land more particularly described as:

[LEGAL DESCRIPTION]

NOW, THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the Grantor and Grantees agree that this easement is entered into for the purpose of enabling the Grantor to construct, maintain, enhance and beautify the structures, fixtures, and the entire property in general located on the real property described above, and the Grantees to carry out the goals and requirements of the Kochville Township Downtown Development Authority's Grant Program, the parties agree as follows:

1. The Grantor does hereby grant a right of easement on the real property described above and its appurtenant fixtures for the use and benefit of the Grantees for the purpose of insuring that the items funded with the grant money received by the Grantor from the Grantee are maintained during a period of five (5) years from the date of completion.

2. This Grant Program Easement shall be binding upon Grantor and shall run with the land for five (5) years from _____, 20__.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the _____ day of _____, 20__.

WITNESSES:

KOCHVILLE DOWNTOWN
DEVELOPMENT AUTHORITY

By:

Its: Chairperson

STATE OF MICHIGAN)
) ss
COUNTY OF SAGINAW)

Subscribed and sworn to before me this ____ day of _____,
20__, by _____, who are to me known to be the persons described in
and who executed the above and acknowledged the same to be their free act and deed.

Public _____, Notary
_____ County, Michigan
My Commission Expires: _____

STATE OF MICHIGAN)
) ss
COUNTY OF SAGINAW)

Subscribed and sworn to before me this ____ day of _____,
20__, by
_____,Chairperson of the Kochville Downtown Development
Authority.

_____,Notary Public
_____ County, Michigan
My Commission Expires: _____

Drafted by and when recorded return to:

This instrument was reviewed by:

Kochville Downtown Development Authority
Attn: DDA Director

5851 Mackinaw Road
Saginaw, MI 48604

(name).Attorney
Kochville DDA

**GENERAL CONSTRUCTION
FINAL WAIVER OF LIEN**

To Whom It May Concern:

Whereas the undersigned has been contracted by _____
to install _____
for the Project known as **(INSERT PROJECT NAME)** to _____
in connection with the premises which is legally described as follows:

NOW THEREFORE, in consideration of _____
(\$ _____) Dollars and other good and valuable consideration the receipt of which is
acknowledged, the undersigned does hereby waive and release any and all liens or claims or right
to lien or claim on the above-described premises and improvements thereon and on the monies or
other consideration due or to become due from _____ on account of labor or
services, material, fixtures or apparatus to be furnished by the undersigned for the above-described
premises.

Witness the hand and seal given this _____ day of _____, 20_____.

Witness by:

Contractor

Title

By: _____

Title

Kochville Township Downtown Development Authority Grant Program Acknowledgement Form

I hereby acknowledge that I have received, read, and understand the following documents regarding the Kochville Township Downtown Development Authority Grant Program (“Program”), which have been provided to me by the Kochville Township Downtown Development Authority (“DDA”) Manager:

I hereby attest and affirm that I understand and acknowledge the following:

1. The Program and documents that have been provided to me by the DDA contains important information and legal information. I understand and affirm that I should consult with an attorney regarding my rights and duties prior to signing this Grant Program Acknowledgement Form or any of the documents provided by the DDA.
2. That it is my responsibility to comply with the policies and requirements outlined in this Acknowledgement Form and in the above mentioned documents and that are required for the Program and any revisions made to the Program.
3. Once my application has been approved for funding by the DDA Board, requests to increase the amount of the grant will not be accepted.
4. All contractors are required to provide a waiver of lien prior to the final disbursement of the grant money pursuant to the Program.
5. A Deviation from an approved plan submitted by the Applicant to the DDA that has not been authorized by the DDA Review Committee may result in disqualification of the Applicant from the Program and forfeiture of all rights to reimbursement. Any deviation that has been approved by the DDA Review Committee may result in a decrease in the amount of funding provided to the Applicant as determined by the DDA Board.
6. Any improvements that have been funded by the Program must be maintained by the Applicant, its administrators, successors and assigns, for a period of five (5) years after the completion of the improvements. During the five (5) year period, the Applicant hereby expressly affirms and attests that the improvements will not be removed or altered in any manner without the express written consent of the DDA Board.
7. That as a condition of receiving any grant from the DDA in connection with the Program, the Applicant agrees that:

- a. The DDA and Kochville Township shall not be liable for any loss, cost, injury, or death to persons that at any time may be suffered or sustained by the Applicant or any persons who may be using, occupying, or visiting the Applicant's Property in which the grant was awarded to improve, for whatever reason or cause.
 - b. The DDA and Kochville Township shall not be liable for any loss, cost, injury, or damage to any property which at any time may be suffered or sustained by the Applicant or persons who may be using, occupying, or visiting the Applicant's Property, in which the grant was awarded to improve, for whatever reason or cause
 - c. The Applicant hereby waives all claims against the DDA for damages to improvements that are now on or are hereafter placed or built on the Applicant's Property from any cause arising at any time that relates to the Program.
 - d. The Applicant shall indemnify, hold harmless and defend the DDA and its agents and employees, from and against all claims, liabilities, losses or damages whatsoever including, without limitation, attorneys' fees on account of any such loss, injury, death or damage suffered or sustained by the DDA in connection with the events described in Sections 7(a), 7(b), and 7(c) of this Agreement.
8. That any documents that I submit to the DDA was signed and submitted voluntarily.
 9. That the Program may be terminated for any reason or no reason at all, at any time, and with or without notice, by the DDA.
 10. That only the DDA Board has the authority to award any grants as part of the Program.
 11. No waiver of any of the obligations set forth in any of the documents or that are part of the Program shall be effective for any purpose unless the same shall be in writing signed by a representative of the DDA upon the DDA Board's recommendation and signed by the DDA Chairperson or Director.
 12. All of the documents that have been executed, delivered and accepted as part of the Program shall be deemed to have been made in Kochville Township, Saginaw County, Michigan, and shall be interpreted in accordance with the laws of the State of Michigan.
 13. If any provision of any of the provisions contained within any of the documents I have submitted or if any of the documents are found to be invalid or unenforceable, it shall not affect the validity of the balance of the document or documents, which shall remain valid and enforceable according to its terms.

14. All of the documents that have been signed and submitted to the DDA in connection with the Program have been prepared and negotiated pursuant to the joint efforts of the parties hereto. The documents that have been signed and submitted to the DDA in connection with the Program therefore shall not be construed against any party to the documents.
15. Any document that has been signed and submitted by the Applicant may not be amended or modified except for by written agreement signed by both parties hereto.
16. If the building where the improvement is installed or if the improvement itself is damaged beyond repair during the first 5 years after the final grant monies are paid, I understand and agree that I may still be responsible for ensuring the building or improvement is reconstructed if the DDA Board so determines or a prorate portion of the grant proceeds are repaid if the DDA Board so determines.
17. The Program and any documents submitted by the Applicant to the DDA are not intended to confer upon any person or entity, other than the parties hereto, any rights or remedies of any kind or nature whatsoever.
18. **Applications for this Program will be received by the DDA until February 1 of each year if the Program is funded for the next ensuing fiscal year.** After June 1, any of the documents submitted to the DDA are not guaranteed to be considered until the next fiscal year, if the Program is funded. It is my responsibility to determine if the Program will be funded by the DDA in the future.
19. I understand that the DDA reserves the right to reject any or all of the applications received pursuant to the Grant Program.

Date: _____

Signature of Applicant

Printed Name

The foregoing Kochville Township Downtown Development Authority Grant Program Acknowledgement Form was subscribed and sworn to before me this _____ day of _____, 20__, by _____.

_____, Notary Public
State of Michigan, _____ County
My Commission Expires: _____
Acting in the County of _____