

**Columbia City  
Façade Improvement  
Grant Program**

**MAY – AUGUST**

# FAÇADE IMPROVEMENT MATCHING GRANT PROGRAM

The viability of downtown Columbia City is vital to the commercial viability of Columbia City as a whole. The purpose of this Façade Improvement Matching Grant Program is to stimulate efforts to improve the street appearance of Columbia City's commercial and business facades and in doing so, help stimulate the business environment of Columbia City.

The Program is funded by the City of Columbia City and the Columbia City Redevelopment Commission, hereinafter "Commission" and administered as assigned by the Commission. A Grant Review Subcommittee will review applications and make funding recommendations to the Commission for approval. This team of local individuals consists of; one Member of the Commission, one Architect, one Downtown Building/Business Owner, and one member of the Downtown Business Association.

All grants awarded require a matching dollar-for-dollar expenditure by the owner or tenant. Grants will be awarded in two rounds; Spring and Fall. Applications must be submitted in their entirety, with all the necessary supporting documents attached on or before the **May 31, and August 31 deadlines**. Applications will be reviewed and selected based on their compatibility with the vision and goals of the Commission, the Indiana Main Street program and their impact on the district.

Primary (front-facing) façades, double façades on corner buildings, and façades that are clearly visible from the street right-of-way are eligible for funding. *Façade is defined from the sidewalk to the top of the front facing exterior of the building.*

The Program offers up to a \$3,000 maximum per applicant per year.

**Complete Grant applications must be submitted to the Office of the Mayor of Columbia City by the May 31 and August 31 deadlines.**

## Available Funding

Each business/building owner may apply once a year. All improvements must comply with local and state ordinances and codes.

- **Signage/Lighting** – A 50% reimbursement of up to \$3,000 of actual costs associated with addition, improvement or replacement of signs.
- **Awnings** – A 50% reimbursement up to \$3,000 of actual costs associated with addition, improvement or replacement of awnings.
- **Façade Improvement** – A 50% reimbursement up to \$3,000 for the actual costs.

## Eligibility Requirements

To participate in the Façade Improvement Grant Program, an eligible property must:

- **The property must be located in or demonstrably benefit the downtown Columbia City TIF District** as defined in the attached map. (See Attachment 1)
- **Have commercial activity as its primary purpose**, including but not limited to traditional retail and specialty shops, services, restaurants and bars, live entertainment, cultural venues, galleries and professional offices. Mixed use buildings (residential and commercial) will be considered commercial buildings.
- **Not be delinquent in property taxes, City liens or fines.** This requirement applies to both property and applicant.
- **Applicant or co-applicant must be the building owner or tenants** may qualify upon written consent of the building owner.
- **Building owner must grant to the Commission an easement**, license or other qualifying legal interest granting access to the building façade for a period of one (1) year.
- **Building owner must execute a grant agreement** with the Commission.
- **All plans for rehabilitation** must comply with local and state ordinances and codes as well as the Columbia City Design Guidelines.
- **Ownership of Property:** If the applicant is not the owner of the building, written consent detailing the intended improvements must be obtained from the legal owner and submitted with the application. No grants will be awarded to government-owned properties. Non-profit organizations are not excluded from applying for grant funds; however, priority will be given to privately-owned commercial or mixed-use buildings.

## Eligible Activities

Items for which owners/tenants may use grant funds include, but are not limited to, the following:

- Accentuating the existing features of the building through painting, lighting, restoration, replacement, cleaning or other treatment of exterior surfaces;
- The addition of design elements which may have appeared on the original building or are in keeping with the building's character
- Repair to building exterior facades which are contiguous to eligible street right-of-ways.
- Masonry repairs.
- Cleaning of building exterior.
- Exterior painting.
- Repairing or replacing cornices, entrances, doors, windows, decorative detail, and awnings.
- Other repairs that may improve the aesthetic quality of the building.
- Façade Renovation – Must involve the general upgrading of a building's external appearance in compliance with the Columbia City Design Guidelines.

## Ineligible Activities

Items for which owners/tenants may not use grant funds include, but are not limited to, the following:

- Interior improvements (except window display areas).
- Additions to existing structures.
- Sidewalks
- Purchase of furnishings, equipment, or other personal property which does not become a part of the real estate.
- Improvements completed or in progress prior to notification of approval.
- Repair or creation of features not compatible with original architecture.

## Program Guidelines

- **Start of Work:** Work related to a Façade Improvement Grant cannot begin until authorized by the Commission. Funds spent before grant approval do not qualify as matching funds and are not eligible for reimbursement.
- **Distribution of Grant Money:** Funds will be allocated in two rounds; Spring and Fall, subject to the availability of budgeted funds.
- **Changes to Project Plans:** Any unapproved changes to project plans will void the grant and result in nonpayment of funds. If recipient decides to change the project after approval, they must immediately contact the review committee for additional project review. Funding awards cannot be increased after notification of the initial award.
- **Cost Estimates (Bids):** The applicant is required to obtain in writing two cost estimates for all eligible improvements for which funding is being requested. The bids should be itemized for each portion of the improvement project (signage, exterior painting, window repair, etc.). The bids submitted to the review committee shall include only those improvements that are eligible for grant assistance. Bids must be made from the same scope of work by each contractor. Projects that are approved for funding will be based on the lowest of the bids; however, the applicant may select any of the submitted bidders to construct the improvement if the applicant chooses to pay the higher cost.
- **Permits & Fees:** Grant recipient is responsible for obtaining any required local and/or state permits. Permit fees are not part of the grant funding.
- **In Addition:** All construction management shall be the responsibility of the applicant. Project costs are not to include the acquisition of real estate property.

## **Approval Procedures:**

### **Application & Supporting Data Checklist**

The following items must be submitted before any application can be reviewed:

- Completed Façade Grant Application including written description of proposed improvements, including all materials and color selections (Scope of Work).
- Current photograph of property to be improved.
- Schematics (drawings or renderings) of proposed improvements.
- Two (2) written cost estimates describing Scope of Work by licensed construction contractors or contractors appropriate to Work being performed.
- Copy of the recorded property deed.
- Completed Supporting Data Checklist.

**Completed Façade Grant Applications must be submitted to the  
Office of the Mayor of Columbia City  
by the May 31 and August 31 deadlines.**

### **Approval**

Façade Grant Applications will be reviewed by the Grant Review Committee and recommendations for approval or denial will be made to the Redevelopment Commission at their June and November meetings. Applicants will be notified as to whether their application was approved or denied.

### **Grant Payments**

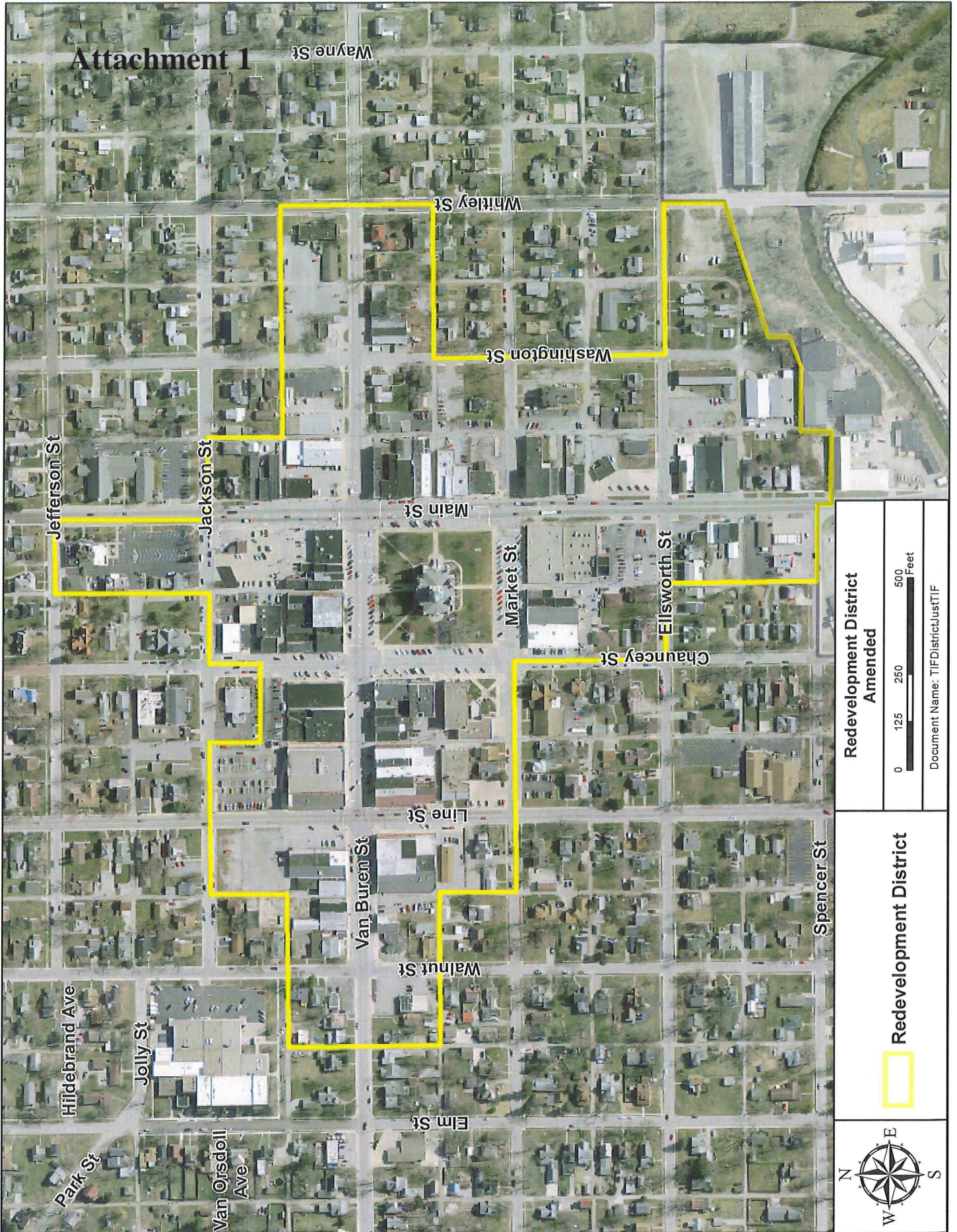
The following must be submitted before any grant payment will be made:

- Completed Application for Grant Payment.
- 100% completion of Grant Approved Scope of Work.
- Current photograph of completed Grant Approved Scope of Work.
- Proof of payment of completed Grant Approved Scope of Work.

Application for Grant Payment requests will be reviewed by a member of the Grant Review Committee and then be presented to Commission for approval or denial.

**Completed Application for Grant Payments must be submitted to the  
Office of the Mayor of Columbia City.**

# Attachment 1



Redevelopment District

Redevelopment District  
Amended



Document Name: TIFDistrictJustTIF





# Supporting Data Checklist

## Façade Improvement Matching Grant Program

Please submit this checklist as part of your application. If certain items do not apply to your specific project, please print "N/A" in the space provided.

### General:

- \_\_\_\_\_ Application with written description of proposed improvements including all materials and color selections. (Scope of Work)
- \_\_\_\_\_ Current photograph of property to be improved.
- \_\_\_\_\_ Schematics (drawings or renderings) of proposed improvements.
- \_\_\_\_\_ Two (2) written cost estimates describing Scope of Work by licensed construction contractors or contractors appropriate to Work being performed.
- \_\_\_\_\_ Written permission from property owner (if applicable).
- \_\_\_\_\_ Copy of the recorded property deed.
- \_\_\_\_\_ Signed and Notarized Easement Agreement
- \_\_\_\_\_ Signed Grant Agreement

### Signs:

- \_\_\_\_\_ Provide a color rendering of the design chosen.
- \_\_\_\_\_ Include specifications as to the size and width of the sign.
- \_\_\_\_\_ Note how and where the sign will be hung on the buildings.
- \_\_\_\_\_ Submit a written estimate from two (2) sign companies.

### Paint:

- \_\_\_\_\_ Provide samples of the colors chosen.
- \_\_\_\_\_ Mark which color will be body color and which will be accent colors.
- \_\_\_\_\_ Note where each color will be used.
- \_\_\_\_\_ Submit a written estimate from two (2) paint companies.

### Awnings:

- \_\_\_\_\_ Provide information about color and style of awning chosen.
- \_\_\_\_\_ Note where awning will be placed on the building.
- \_\_\_\_\_ Submit two (2) written estimates from awning contractors.

### Major Façade Alteration:

- \_\_\_\_\_ Provide schematics (drawings or renderings) of proposed improvements.
- \_\_\_\_\_ Submit a written estimate from two (2) construction contractors.

# **Application for Grant Payment**

## **Façade Improvement Matching Grant Program**

**Application Date:** \_\_\_\_\_

**Applicant:** \_\_\_\_\_

**Applicant Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**The Grant Approved Scope of Work is 100% completed and the following are included:**

\_\_\_\_\_ Current photograph of completed Grant Approved Scope of Work.

\_\_\_\_\_ Proof of payment of completed Grant Approved Scope of Work.

I hereby submit that the Scope of Work for the above proposed project is 100% completed as approved by the Columbia City Redevelopment Commission and all terms of the Grant Agreement have been fulfilled. I also agree to leave the completed project in its approved design and colors for a period of two (2) years from the date of completion.

Applicant Signature \_\_\_\_\_ Date: \_\_\_\_\_

**SUBMIT ALL FORMS TO THE OFFICE OF THE MAYOR OF COLUMBIA CITY**

Received By: \_\_\_\_\_ Date: \_\_\_\_\_

# EASEMENT AGREEMENT

WHEREAS, the undersigned are the Owners of a building located upon a property within the Columbia City Downtown Redevelopment District;

WHEREAS, the Columbia City Redevelopment Commission has been authorized to acquire interests in real estate within the City for the express purposes of making grants for the repairs, rehabilitation and improvements of buildings necessary to improve the general climate for economic development within the boundaries of the Columbia City Redevelopment Commission;

WHEREAS, the Owner(s) of the below described real estate is/are desirous of improving the property and have applied for and have met all of the eligibility requirements established by the Commission;

THE PARTIES NOW THEREFORE MAKE THIS AGREEMENT, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_; hereinafter “the Owner”, and the Columbia City Redevelopment Commission, hereinafter “the Commission”.

The Commission and the Owner, in receipt of One Dollar (\$1.00), for other good and valuable consideration and the mutual condition and terms described herein, now say and contract as follows:

1. **PARTIES:** The Owner, \_\_\_\_\_, is the owner and/or holder of the property contained herein.

The Commission shall mean the Columbia City Redevelopment Commission. Pursuant to the authority conferred to it by statute, the Commission has the right to acquire, hold and dispose of interests in real estate.

2. **SCOPE OF AGREEMENT AND CONVEYANCE:** Owner agrees to convey to the Commission an easement (described specifically in section 3, below). Owner grants to the Commission the unrestricted right to inspect and ensure compliance with terms of the Grant Agreement (attached hereto as Exhibit A). The grant of said Easement conveys to the Commission an unrestricted right to view, examine and otherwise inspect the easement and appurtenant structures. The Commission shall have the reasonable right of entry and passage across the easement for such inspections.

Owner further agrees to abide by all architectural, design and historical criteria as established by the Grant Agreement and Contract Documents (contained within “Exhibit A”) as established by the Commission. Any deviation from those established design guidelines in the Contract Documents shall be considered a breach of the terms of this Agreement and Grant Agreement. Owner agrees to undertake no action within the easement that does not comply with the design and construction criteria established by the Commission.

The parties agree, however, that the Commission shall have no right to enter onto the

premises to cure any physical, structural or façade defects unless such the work to comprise such is the result of a written agreement between the parties. Nothing in this section or this Agreement is intended to abrogate or supersede the Commission's right to pursue remedies protected to it by the Grant Agreement or the Contract Documents.

3. **DESCRIPTION:** (INSERT LEGAL DESCRIPTION. THE DESCRIPTION WILL EXTEND FROM BUILDING TO INCLUDE ANY FIXTURES, i.e. AWNINGS)

4. **DURATION:** This easement shall be in effect for one (1) year from the date of the completion of the improvements described in the Grant Agreement and contract documents.

5. **REMEDIES:** The Commission and the Owner shall have all remedies available at law or in equity. Remedies for breach of this Agreement shall also be as described in the Grant Agreement.

6. **AUTHORITY OF PARTIES:** Each person signing this Agreement in a representative capacity on behalf of the Owner or the Commission warrants and represents that (i) said person has the actual authority and power to sign and to bind the person's respective principal to this Agreement; and (ii) all action necessary to authorize execution of this Agreement has been duly taken.

7. **SUBORDINATION:** The Owner agrees to use its best efforts and commercially reasonable behavior to assist the Commission in obtaining any necessary approvals of financing institutions, mortgages or others who may have a superior interest in the real estate.

8. **NON-ASSIGNMENT:** The grant of easement described herein is specific to the Commission and may not be transferred or otherwise Assigned by the Owner without the express written authorization of the Commission.

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

Attest: \_\_\_\_\_

STATE OF INDIANA            )  
  )SS:  
COUNTY OF WHITLEY        )

Before me, the undersigned, a Notary Public in and for said County and State, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_, who acknowledged the execution of the foregoing Easement Agreement. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My commission expires: \_\_\_\_\_ Signature: \_\_\_\_\_

County of Residence: \_\_\_\_\_ Print: \_\_\_\_\_, Notary Public

\_\_\_\_\_  
By:  
President  
Columbia City

Redevelopment

Commission Attest: \_\_\_\_\_

STATE OF INDIANA        )  
                                  )SS:  
COUNTY OF WHITLEY    )

Before me, the undersigned, a Notary Public in and for said County and State, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, personally appeared \_\_\_\_\_, who acknowledged the execution of the foregoing Easement Agreement. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My commission expires: \_\_\_\_\_ Signature: \_\_\_\_\_

County of Residence: \_\_\_\_\_ Print: \_\_\_\_\_, Notary  
Public

# GRANT AGREEMENT

WHEREAS, the undersigned are the Owners of a building or structure located within the Columbia City Downtown Redevelopment District (“District”);

WHEREAS, the District has been designated by the Columbia City Redevelopment Commission (“Commission”) as an urban area in need of economic revitalization;

WHEREAS, the Commission has been authorized by statute to repair, rehabilitate and otherwise enhance said property so as to improve its overall general economic climate;

WHEREAS, the Owner(s) of the below described real estate are desirous of improving the property and have applied for and have met all of the eligibility requirements established by the Commission;

IN CONSIDERATION THEREOF, this \_\_\_ day of \_\_\_\_\_, 20\_, (“Owner”), and the Columbia City Redevelopment Commission (“Commission”) for the mutual covenants stated herein, do pledge and agree as follows:

## **SECTION 1: SUBJECT PROPERTY AFFECTED**

For purposes of this Agreement, “Owner” shall mean the Owner of the property hereinafter described as: (ATTACH LEGAL DESCRIPTION OR OTHER PROOF OF OWNERSHIP)

The subject property is more commonly known as: (INSERT PROPERTY ADDRESS)

## **SECTION 2: CONSIDERATION & SCOPE**

Owner shall cause improvements to the public way and the Commission shall match the expenditure made by Owner for said enhancement and rehabilitation activities in a sum not to exceed \$3,000.

The parties expressly agree that improvements and rehabilitation activities undertaken under the terms of this Agreement are expressly for the betterment of the City of Columbia City’s Downtown Development District. The parties hereto further agree that any improvement or activity contemplated by this Agreement is for the improvement of public spaces and/or works.

## **SECTION 3: CONTRACT DOCUMENTS**

The following Documents are attached hereto and hereinafter incorporated by reference:

- a. This Agreement;
- b. Easement Agreement;
- c. Grant Application;
- d. Description of Work;
- e. General Conditions/Specifications;
- f. Special Instructions (if any);
- g. Contract Addenda (if any).

This Agreement, together with other documents enumerated in this Section shall comprise the entirety of the Contract between the parties. All prior documents, negotiations or correspondence are to be considered as merged fully into this document.

#### **SECTION 4: WORK TO BE PERFORMED**

Owner agrees to fully perform all of the work described in the documents enumerated in Section 4 of this Agreement. Owner, upon receipt of a written authorization and/or a Certificate of Appropriateness from the Commission, shall furnish all supervision, technical knowledge, personnel, labor, materials, tools, equipment and shall perform all work required for the rehabilitation and renovation of the subject property.

#### **SECTION 5: OWNER RESPONSIBILITIES**

- a. **Obtaining Quotes.** Owner agrees to obtain three (3) quotes from qualified contractors prior to the initiation of work. Owner shall forward these quotes to the Commission. Owner will accept the lowest responsive and responsible bid. In the event the Owner wishes not to proceed with any of the responsive bidders, he or she must submit in writing the reason therefore to the Commission. The Commission may, in its discretion, permit the Owner to select an appropriate contractor.
- b. **Start date.** Owner agrees to commence work within 30 calendar days of receipt of written notice and/or Certificate of Appropriateness.

This requirement does not apply to the Owner's hiring of an architect or engineer and applies only to Contractor's providing labor and materials for construction.

c. **Subcontracting:** The Owner agrees that he/she is completely responsible for the acts or omissions of his subcontractors and of the persons either directly or indirectly employed by them. **Nothing contained in the Contract documents shall create any contractual relationship between any contractor, subcontractor or agent of Owner, and the Columbia City Redevelopment Commission or the City of Columbia City.**

d. **Equal Employment and Federal Labor Standards:** The Owner will not discriminate against any employee or applicant for employment because of race, creed, color, age or national origin.

e. **Permits, Fees, Engineering Studies and Registered Surveys:** The Owner shall obtain and pay for all necessary permits, inspection charges and licenses for the authorization and execution of the work and labor performed. The Owner shall furnish all engineering studies and registered surveys as required and specified.

f. **Compliance with Code:** The Owner shall perform all work done under the Contract in a journeyman-like manner and in conformance with applicable codes, ordinances, regulations, and requirements whether or not covered by the specifications and drawings for the work as made part of the contract.

g. **Protection and Storage:** The Owner shall protect the premises and public right of ways from damage. Drop cloths shall be used when required. Sidewalks and roadways shall

be kept clear of materials and equipment. The premises shall be protected from weather and natural elements.

h. **Clean Up and Clearance:** The Owner shall keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the Owner unless stated otherwise in the specifications. If lead- hazard abatement is involved clearance is required.

i. **Insurance:** The Owner shall maintain, during the entire term of this Agreement, general liability insurance in an amount equal to \$500,000.00 or more combined single limit, and automobile liability insurance in an amount equal to \$500,000 or more, combined single limit. The Owner shall also maintain during the entire term of this Agreement workman's compensation and employer's liability insurance in amounts required by applicable law. All such insurance shall be maintained with reputable insurance companies and a certificate evidencing such coverage shall be provided to the Commission upon request, which certificate shall provide that the applicable insurance company will provide the Commission thirty (30) days advance written notice before any coverage required by this Agreement is canceled. During such 30-day period, the Owner or Tenant shall replace the coverage to be canceled with coverage equal to or better than the coverage to be canceled.

j. **Information Exchange:** The Owner shall agree to submit to the Commission, upon request, any information concerning work performed or to be performed under this Contract.

## **SECTION 6: GRANT OF EASEMENT**

The Owner shall grant to the Commission a limited easement for the purposes of historic preservation, rehabilitation and enhancement of the subject property within the Columbia City Downtown Redevelopment District. The grant of said easement is made expressly pursuant to the Easement Agreement, attached hereto as Exhibit A and shall be duly recorded, along with a copy of this Agreement, in the Office of the Whitley County Recorder.

## **SECTION 7. QUALIFYING IMPROVEMENTS**

a. The Commission shall only extend payment upon the terms and conditions set forth herein, and only for qualifying work. "Qualifying Work" shall be defined as those improvements listed within the Grant Application, made a part hereof by operation of Section 3.

b. The Owner may not use Commission funds for any of the following items:

- i. Interior improvements;
- ii. Additions to existing structures;
- iii. Sidewalks;
- iv. Purchase of furnishings, equipment or other personal property;
- v. Improvements completed or in progress prior to notification of approval;
- vi. Repair or creation of features not compatible with original architecture.



c. No improvement may be made to an alleyway or a building facade or exterior facing an alleyway without the express written consent of the Commission.

## **SECTION 8. PERMANENCE OF IMPROVEMENTS; REMEDIES OF COMMISSISON**

The parties agree that Commission funds used to purchase and/or otherwise finance exterior improvements to the above described real estate are considered permanent in nature and will remain with the subject property, even in the event of sale by the Owner to a third-party.

The Owner may not remove, dispose of or otherwise procure the absence of any fixture or improvement financed with Commission funds. In the event that the Owner should remove any fixture, improvement or any part thereof, the Commission shall have the right to receive the full amount of the grant made to the Owner under the terms of this Agreement.

Nothing in this section may be construed as abrogating or altering any other remedies ascribed to the Commission or to the Owner by operation of this Agreement. The remedy contemplated under this section is additional to any other remedy available at law or equity.

## **SECTION 9: PAYMENT**

The Commission shall reimburse the Owner a sum not to exceed \$3,000.00 for monies expended for the work. That sum is payable when the following terms and conditions have been fully met:

(a.) The Owner has fully performed all of the work described in the contract documents.

(b.) The Owner has expended an amount equal to or greater than the grant amount described above. (c.) The Owner has completed, signed and delivered an invoice and claim form to the Commission indicating total project cost.

(d.) The Owner has complied with the “no lien” provisions contained in Section 9 of this Agreement. After the Owner has fully performed, Payment shall be due within thirty (30) days following completion of all terms of this Contract and final inspection of same by the Owner, any relevant regulatory agencies and the Commission.

The Commission shall not be obligated to pay any sum in excess of \$3,000 for work performed under this Agreement.

## **SECTION 10: CONFLICT OF INTEREST**

No member of the governing body of the community and no other officer, employee or agent of the community, who exercises any function or responsibilities with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect in this Contract and the Owner shall take appropriate steps to assure compliance.

## **SECTION 11: INDEMNIFICATION**

The Owner, Owner's agents, and any contractor or subcontractor acting on behalf of the Owner, hereby agree to indemnify, defend, and hold harmless both the Commission and the City of Columbia City from and against any and all losses, liabilities, damages, expenses, cost and fees (including, without limitation, attorneys' fees and other professional fees) incurred by the Commission and/or the City arising from the Owner's breach or the acts or omissions of the Owner, its employees, agents, subcontractors, invitees and representatives.

#### **SECTION 12: NO LIENS**

As material consideration for the execution of this Agreement by the Commission, the parties hereto agree that no liens shall attach to the Project or to the Work or to any funds that may be payable under this Agreement, in any case by reason of payment or non-payment by or to the Owner, or any subcontractor's mechanics, journeymen, laborers or persons performing labor upon or furnishing materials equipment or machinery for the Work (collectively "waiving persons"). The Owner, for it and for all other waiving persons, hereby WAIVES all right to claim a lien, or to file notice of a lien, against the Project or the Work for any purpose. If any liens are filed, the Owners shall, at its expense, obtain the release or discharge of the lien. If the Owner fails to promptly do so, the Commission shall have all legal and equitable rights and remedies against the Owner.

#### **SECTION 13: AUTHORITY**

Each person signing this Agreement in a representative capacity on behalf of the Owner or the Commission warrants and represents that (i) said person has the actual authority and power to sign and to bind the person's respective principal to this Agreement; and (ii) all action necessary to authorize execution of this Agreement has been duly taken.

#### **SECTION 14: WARRANTIES**

The Owner hereby warrants that the Work, including all labor materials, soil compaction and workmanship for a period of one (1) year from and after full completion of all of the work will be free of defects, irregularities and deficiencies, and shall promptly repair, at the Owner's expense, all such defects, irregularities and deficiencies detected by the Commission, its successors or agents, within said one-year period.

#### **SECTION 15: BREACH; REMEDIES**

In the event of a breach or threatened breach of this Agreement, the Commission shall have the right to monetary damages, equitable relief (including without limitation, specific performance) or any other rights or remedies available at law or equity. All remedies of the Commission shall be cumulative and shall not be deemed exclusive.

**SECTION 16: MODIFICATION; WAIVER; ENTIRE AGREEMENT**

The provisions of this Agreement may not be waived, amended or modified except by the express terms of an instrument or documents written and signed by the Commission and the Owner. This Agreement and its attachments constitute the entire understanding between the parties. If for any reason a provision hereof is determined by a court of competent jurisdiction to be invalid, unenforceable or illegal, said determination shall not affect the validity of all other provisions of this Agreement.

**SECTION 17: ADDITIONAL COVENANTS**

The rights and obligations of the parties hereunder shall inure to the benefit of and shall be binding upon, the heirs, personal representatives, successors and assigns of the Owner and the Commission, provided that this Agreement may not be assigned by the Owner without the express written consent of the Commission.

**SECTION 18: GOVERNING LAW**

This Agreement shall be construed under and governed by the laws of the State of Indiana.

**SECTION 19: NOTICE**

All notices required to be sent from one party to another shall be sent by U.S. mail first-class postage prepaid or certified mail or overnight courier to the address listed below.

THE PARTIES TO THIS AGREEMENT HAVE HEREUNTO SET THEIR HANDS:

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

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

\_\_\_\_\_  
By:  
President  
Columbia City Redevelopment Commission

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

