

Clawson DDA Facade Improvement Maintenance Agreement

This covenant made this _____ day of _____, 20____, by and between _____, Property Owner, and the Clawson Downtown Development Authority.

Whereas, the Clawson DDA has made available funds for Physical Improvement Grants, and

Whereas, the property owner receiving grant funds will, after completion of the project, assume the total cost of the continued maintenance, repair and administration of the property in a manner satisfactory to the Clawson DDA.

Whereas, a grant in the amount of \$_____ has been awarded to _____ for the property located at _____.

Now therefore, the Property Owner agrees to the following provisions:

For a period of five years after grantee receives grant funds there shall run with the land, a covenant, in favor and enforceable by the Clawson DDA requiring the owner and any successors in interest, repair, maintain and administer the features, materials, appearance, workmanship and environment of the premises in the state of repair and condition as the time of completion of the grant-assisted work. Nothing in the agreement shall prohibit the owner from seeking financial assistance from any source available to him.

In the event of a violation of any covenant or restriction herein, the Clawson DDA, shall have available all legal and equitable remedies to enforce the owners obligations hereunder up to and including refunding all DDA grant money awarded.

Property Owner:

Date

Witness; Joan Horton, DDA Executive Director