

**City of Michigan City Redevelopment Commission**  
**UPTOWN ARTS DISTRICT**  
**Façade Improvement Program**

**1. Program Purpose**

The Michigan City Uptown Arts District Façade Improvement Program through the Redevelopment Commission (“Commission”) is designed to promote the continued use and maintenance of commercial and residential buildings in the downtown/Uptown Arts District area. It is intended to help property owners and commercial tenants to rehabilitate and restore the visible exterior of existing structures. Improvements must meet criteria for appropriateness of design. Forgivable loans are provided to property owners or commercial tenants in recognition of the positive impact that individual building improvements can have on the overall appearance, quality and vitality of downtown Michigan City and the Uptown Arts District.

**2. Eligible Properties:**

To be eligible for a Façade Improvement Program reimbursement loan, an applicant and building shall meet all of the following criteria:

- 1) A building used in whole or in part for commercial purposes located within an area defined by 11<sup>th</sup> Street to the South, 4<sup>th</sup> Street to the North, Pine Street to the East, and Wabash Street to the West as designated by the City of Michigan City, shown in Exhibit A.
- 2) Property, building and applicant shall not be delinquent in property taxes.
- 3) Properties and buildings with existing code violations or deficiencies must include their remedy as part of the proposed improvements.
- 4) Property required to be free of any tax liens and mechanic’s liens and provide evidence that payments on any loans secured by the building are current.

**3. What Loans Are Available?**

The maximum amount of the forgivable loan for a specific property will be set forth in a Façade Improvement Agreement between the Commission and the property owner or tenant. If costs exceed the original estimates, the property owner or tenant shall be solely responsible for the payment of the full amount of the excess. The Commission cannot reimburse more than the total amount specified in the Agreement.

Forgivable loans are subject to Federal and State taxes, and are reported to the Internal Revenue Service on Form 1099. You are required to provide your taxpayer ID number or social security number as part of the Façade Improvement Agreement. Property owners and tenants should consult their tax advisor for tax liability information.

Property owners or commercial tenants who install at least \$1,000 of improvements are eligible to receive a forgivable loan of 60 percent of the cost of construction of exterior building improvements, including 100% of architectural fees, totaling up to \$30,000 per building for construction and architectural fees combined.

The amount of any forgivable loan for architectural services shall be limited to \$5,000 not to exceed 12% of the value of work to be performed per building, whichever is less. Where architectural services are required, the owner or tenant should retain an architect to prepare a conceptual design and cost estimate for work proposed. If the project is approved by the commission, the architect may provide bidding and construction plans and documents, as well as construction supervision. Only those architectural services directly related to the approved façade improvement will be reimbursed.

#### **4. Eligible Improvements:**

- Exit doors (exterior) – installation, repair and replacement of exit doors and hardware to provide public access, or where current doors do not meet the building and fire codes or it will improve the overall appearance of the building.
- Painting – painting of the exterior surface of buildings.
- Shutters and Awnings – repair, replacement or addition of exterior shutters and awnings. (Exceptions: mansard roofs, back-lit and/or plastic awnings are not eligible for funding)
- Signs – repair and replacement – all exterior signage must be brought into compliance with existing city ordinance.
- Stairs, Porches, Railings, Exits – repair and replacement or installation of exterior stairs, porches, railings and exit facilities.
- Walls – repair, replacement, restoration, and rebuilding of exterior walls, including: cleaning, sealing, tuck pointing, painting, removal of materials and replacement with appropriate materials, etc. Repair and replacement of cornice and parapet portions of walls are also eligible.
- Windows – repair of frames, sills, glazing, replacement of glass and installation of new windows
- Roofs – repair and re-roofing, where the effects of the repair will be visible from a public street or public parking lot. (In general, sloping roofs would qualify, flat roofs would not).
- Walkways – sidewalks, pavers, plazas, and other permanent improvements designed primarily for pedestrian use, only in conjunction with rear entrance improvements.

- Lighting – installation, repair and replacement of decorative lighting mounted on a building that illuminates the façade or signage.

The following items are not eligible for forgivable loans under the Façade Improvement Program:

- Building Permit fees and related costs
- Extermination of insects, rodents, vermin and other pests
- Sidewalks – replacement or private sidewalks
- Title reports and legal fees
- Acquisition of land or buildings
- Air conditioning and heating facilities
- Electrical wiring or service upgrade, except electrical work necessary to illuminate an eligible sign.
- Elevators – repair or installation
- Interior floor or ceiling replacement and repair
- Plumbing
- Refinancing existing debt
- Sprinkler systems
- Sweat equity
- Working capital for businesses
- Resurfacing of parking lots
- Landscaping

Improvements not specifically listed as eligible or ineligible are subject to review as to eligibility and approval or disapproval by the Michigan City Redevelopment Commission.

The Redevelopment Commission will consider the architectural appropriateness of proposed improvements using the approval and recommendation by the Zoning Administrator and Historic Review Board. Improvements that are not architecturally appropriate, as determined by the Commission are not eligible for a forgivable loan.

##### **5. Approval of Façade Improvement Agreement:**

Applications will be accepted January 1<sup>st</sup> of each calendar year. Buildings that have not received a Façade Improvement Program forgivable loan in the past will have first consideration. After all first time users are processed, the remaining applications will be considered in the order in which they were received. In the event that the total amount of the potential forgivable loans exceeds the amount budgeted for the program for that fiscal year, the applications which cannot be approved due to budget limitations will be carried over for consideration during the following fiscal year. Not more than one Façade Improvement Agreement shall be approved for a building in any fiscal year, and a Façade Improvement Agreement shall not be approved if a Façade Improvement grant was made

for the same portion of the building within the previous five years. Maximum forgivable loan funding per building is \$30,000.

**6. Commencement of Work:**

After the Façade Improvement Agreement is approved by the Redevelopment Commission, applicants may obtain a building permit and begin the work. **DO NOT START BEFORE – APPLICANTS WILL NOT BE GUARANTEED TO BE REIMBURSED FOR WORK DONE PRIOR TO REDEVELOPMENT COMMISSION APPROVAL OF THE FAÇADE IMPROVEMENT AGREEMENT.**

**7. Completion of Work:**

All improvements shall be completed and requests for reimbursement submitted within 180 calendar days after the Commission’s approval of Façade Improvement Agreement unless otherwise authorized by the Commission for a maximum of a one (1) year extension. It shall be the applicant’s sole responsibility to make sure that all deadlines are met. All requests for extension must be submitted in writing to the Planning Director/Executive Director prior to the expiration of the initial deadline to complete the work and submit requests for reimbursement. In the event that an applicant fails to comply with these deadlines or otherwise request an extension from the Commission, the Commission may terminate its obligation to reimburse the applicant.

**8. Reimbursement Payments:**

Upon completion of the work, the owner or tenant shall submit copies of all architect’s invoices, contractor’s statements, lien waivers and invoices to the Planning Director/Executive Director, as evidence that the owner or tenant has paid the architect and contractor(s). You should use the forms provided by the Planning Department. Payment will be authorized upon completion of all work items as originally approved and receipt of all of the required documents.

The Planning Director may authorize reimbursement to be made in two payments, if all of the following conditions are present: 1) The first partial payment may be made upon completion of work representing at least fifty percent (50%) of the amount specified in the Façade Improvement Agreement; 2) The architect’s invoices, contractor’s statements, invoices, notarized final lien waivers and proof of payment for the completed work have been submitted; 3) The remaining work is expected to be delayed for thirty days or more following completion of the initial work due to weather, availability of materials, or other circumstances beyond the control of the owner or tenant.

Reimbursement for architectural services will be made at the same time reimbursement is provided for improvements, and only if a Façade Improvement Agreement has been approved by the Redevelopment Commission. Architectural services may be reimbursed, at the sole discretion of the Commission, as follows:

Concept Plans and cost estimates prepared before approval of a Façade Improvement Agreement.

Architectural construction drawings and specifications for the improvement to the extent required by the Michigan City Building Code, following Commission approval of a Façade Improvement Agreement.

Construction supervision conducted after Commission approval of the Façade Improvement Agreement.

Major changes or elimination of improvements must be approved by the Redevelopment Commission. Minor changes must be approved by the Planning Director/Executive Director.

**9. Alterations:**

The property owner and tenant shall be responsible for maintaining the façade improvements without alteration for three (3) years unless approved by the Planning Director/Executive Director. A restrictive covenant limiting alterations may be required by the Commission at the time of approval of the Façade Improvement Agreement.

## **FAÇADE IMPROVEMENT PROGRAM – STEP-BY-STEP PROCESS**

1. Review the Program Description and contact the Zoning Administrator in the Planning Department to see if the improvements you are considering are eligible.
2. Define the scope of your proposed improvements. This will probably involve consulting with an architect or other appropriate design professional (for projects that do not need an architect, consult with a contractor).
3. Complete this application including appropriate plans and description of work to be done.
4. Submit a façade improvement application to the Planning Department, 100 E. Michigan Blvd., Michigan City, IN.
5. Submit an application for a Certificate of Appropriateness and a copy of your façade improvement application to the Historic Review Board and attend the scheduled Historic Review Board meeting if necessary when contacted to present your proposed improvements and to receive the Commission's approval or suggested revisions to your project design.
6. If necessary, revise plans and return to Zoning Administrator or Historic Review Board for second review.
7. Submit final revised plans, estimates, proof of Zoning Approval and Approved Certificate of Appropriateness and signed Façade Improvement Agreement to Planning Office.
8. Planning Director will approve or disapprove content of Façade Improvement Agreement.
9. Application and grant agreement are forwarded to the Redevelopment Commission for their review and approval.
10. Apply for a building permit or improvement location permit through the Building Inspections Office.
11. Pick up permit at Building Inspections Office when notified.
12. Construct per approved plans and call Building Inspections Office to schedule inspections as required.
13. Finish Construction.
14. Call the Building Inspection Office for final inspection.
15. Request reimbursement: Submit Invoices, orders, Treasurer's Form (to show compliance with property tax), Lien Waivers, etc., to Planning Department
16. Receive payment from Redevelopment Commission for eligible project costs based on the façade improvement agreement.

# MICHIGAN CITY FAÇADE IMPROVEMENT PROGRAM

## Application Form

### 1. Applicant Information

NAME: \_\_\_\_\_

ADDRESS OF PROPERTY TO BE IMPROVED:

\_\_\_\_\_

NAME OF BUSINESS: \_\_\_\_\_

TAX ID#/SOCIAL SECURITY #: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

BUSINESS PHONE: \_\_\_\_\_ HOME PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

### 2. Project Information

BUILDING LOCATION: \_\_\_\_\_

BUSINESS(ES) LOCATED IN BUILDING:

\_\_\_\_\_

BUILDING AGE: \_\_\_\_\_ BUILDING LOCATED IN HISTORIC DISTRICT? \_\_\_\_\_

BUILDING ZONED AS: \_\_\_\_\_ PIN NUMBER: \_\_\_\_\_

OWNER OF RECORD: \_\_\_\_\_

IF LEASED: Lease Expires \_\_\_\_\_ Renewal Term \_\_\_\_\_

### 3. Project Description

Describe in detail the proposed scope of work including design firm and/or contractor(s) selected. In describing project, be sure to differentiate

between interior renovations vs. exterior façade improvements to be undertaken. Use separate sheet(s) if necessary.

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Anticipated Construction

Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_ Total Project Cost: \_\_\_\_\_

**4. Mortgage Information**

Is there a current Mortgage on the property: YES \_\_\_\_\_ NO \_\_\_\_\_

If YES, Holder of Mortgage

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Date of Mortgage: \_\_\_\_\_

Original Amount: \_\_\_\_\_ Current Balance: \_\_\_\_\_

Are there any other loans, liens, deed restrictions on the property:

YES \_\_\_\_\_ NO \_\_\_\_\_

If YES, please list:

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Provide evidence that loans secured by the building are current.

**5. Building Information**

Will project result in a change of use for the building? YES \_\_\_\_\_ NO \_\_\_\_\_

Uses of the building after completion of the façade project:

1<sup>st</sup> Floor:

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2<sup>nd</sup> Floor:

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3<sup>rd</sup> Floor:

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Other:

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**6. Other Required Documentation**

- a. Property deed with legal description of property
- b. Proof that all property taxes are paid and current
- c. Proof of Title Commitment showing current ownership of property and an indication of clear title free of any other liens or encumbrances.
- d. Proof of property and liability insurance
- e. Signed mortgage note
- f. Copies of any leases associated with property
- g. Project budget
- h. Two (2)-contractor quotes/construction bids for total façade project
- i. Photographs of proposed project site

I/We certify that all information set forth in this application is a true representation of the facts pertaining to the subject property for the purpose of obtaining funding under the Façade Improvement Program. I understand and acknowledge that any willful misrepresentation of the information contained in this application could result in disqualification from the program, requiring any funds already disbursed to be repaid in full to the Michigan City Redevelopment Commission.

The applicant further certifies that he/she has read and understands the Façade Improvement Program Guidelines. If a determination is made by the Commission that program funds have not been used for eligible program activities, the Applicant agrees that the proceeds shall be returned, in full, to the Michigan City Redevelopment Commission and acknowledges that, with respect to such proceeds so returned, he/she shall have no further interest, right, or claim. It is understood that all Façade Improvement Program funding commitments are contingent upon the availability of program funds.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

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

**City of Michigan City  
Façade Improvement Agreement**

**THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between the City of Michigan City, Indiana Redevelopment Commission (hereinafter referred to as “COMMISSION”) and the following designated OWNER/LESSEE, to wit:**

**Owner/Lessee’s Name:** \_\_\_\_\_

**Name of Business:** \_\_\_\_\_

**Tax ID#/Social Security #** \_\_\_\_\_

**Address of Property to be Improved:**  
\_\_\_\_\_  
\_\_\_\_\_

**PIN Number:** \_\_\_\_\_

**WITNESSETH:**

**WHEREAS,** the COMMISSION has established a Façade Improvement Program for application within the Michigan City Façade Uptown Arts District (“District”); and

**WHEREAS,** said Façade Improvement Program is administered by the COMMISSION with the advice of the Planning Department and Historic Review Board and is funded from Tax Increment Financing funds for the purposes of controlling and preventing blight and deterioration within the District; and

**WHEREAS,** pursuant to the Façade Improvement Program COMMISSION has agreed to participate, subject to its sole discretion, 1) in compensating Owners/Lessees for the cost of eligible exterior improvements to commercial establishments within the District up to a

maximum of sixty percent (60%) of the approved contract cost of such improvements and 2) in reimbursing Owners/Lesseees for 100% of the cost of the services of an architect for such façade improvements up to a maximum of 12% of project cost, or \$5,000 whichever is less, per building, as set forth herein, but in no event shall the total COMMISSION participation exceed a maximum reimbursement amount of thirty thousand dollars (\$30,000) per building; and

**WHEREAS**, the OWNER/LESSEE's property is located within the Façade Improvement and Uptown Arts District, and the OWNER/LESSEE desires to participate in the Façade Improvement Program pursuant to the terms and provisions of this agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements obtained herein, the COMMISSION and the OWNER/LESSEE do hereby agree as follows:

**SECTION 1:**

With respect to façade improvements to the front and side of a building and related eligible improvements, the COMMISSION shall reimburse OWNER/LESSEE for the cost of improvements to the OWNER/LESSEE'S property at the rate of sixty percent (60%) of such cost, and shall reimburse OWNER/LESSEE for 100% of the cost of fees for architectural services pertaining to such improvements, up to a maximum amount of 12% of project cost or \$5,000, whichever is less per building as defined herein, provided that the total reimbursement for improvements to the front and side of a building and related eligible improvements and architectural services shall not exceed thirty thousand dollars (\$30,000) per building.

The actual total reimbursement amounts per this Agreement shall not exceed \$30,000 for façade improvements per building to the front and sides of a building and related eligible improvements. The improvement costs that are eligible for Commission

reimbursement include all labor, materials, equipment and other contract items necessary for the proper execution and completion of the work as shown on the plans, design drawings, specifications and estimates approved by the City. Such plans, design drawings, specifications and estimates are attached hereto as Exhibit I.

**SECTION 2:** No improvement work shall be undertaken until its design has been submitted to and approved by the Redevelopment Commission. Following approval, the OWNER/LESSEE shall contract for the work and shall commence and complete all such work and submit all requests for reimbursement to the Planning Director within six months from the date of such approval by the Redevelopment Commission. The OWNER/LESSEE may seek an extension of the deadline, not to exceed 12 months, for completing the work and submitting its request for reimbursement from the Planning Director, however, such request must be made in writing and submitted to the Planning Director prior to the expiration of the initial deadline to complete the work and submit the requests for reimbursement. In the event that the OWNER/LESSEE fails to comply with these requirements the COMMISSION may terminate this Agreement and its obligation to reimburse the applicant.

**SECTION 3:** The Planning Director shall periodically review the progress of the contractor's work on the façade improvement pursuant to this Agreement. Such inspections shall not replace any required permit inspection by the Building Inspectors. All work which is not in conformance with the approved plans, design drawings and specifications shall be immediately remedied by the OWNER/LESSEE and deficient or improper work shall be replaced and made to comply with the approved plans, design drawings and specifications and the terms of this Agreement.

**SECTION 4:** Upon completion of the improvements and upon their final inspection and approval by the Planning Director, the OWNER/LESSEE shall submit to the COMMISSION a properly executed and notarized contractor statement showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials or equipment in the work. The OWNER/LESSEE shall also submit to the COMMISSION a copy of the architect's statement of fees for professional services for preparation of plans and specifications. The COMMISSION shall, within thirty (30) days of receipt of the contractor's statement, proof of payment and lien waivers, and the architect's statement, issue a check to the OWNER/LESSEE as reimbursement for work completed as per the façade agreement, subject to the limitations set forth in Section 1 hereof.

In the alternative, at its sole discretion, COMMISSION may reimburse the OWNER/LESSEE in one or two payments. The first payment may be made only 1) upon completion of work representing 50% or more of the maximum reimbursement specified in Section 1 hereof and 2) upon receipt by COMMISSION of the architect's invoices, contractor's statements, invoices, and 3) upon a determination by the Planning Director that the remainder of the work is expected to be delayed for thirty days or more following completion of the initial work due to weather, availability of materials, or other circumstances beyond the control of the OWNER/LESSEE. The second, final payment shall be made by COMMISSION only upon submittal of all necessary documents as described herein.

**SECTION 5:** If the OWNER/LESSEE or his contractor fails to complete the improvement work provided for herein in conformity with the approved plans, design drawings and specifications and the terms of this Agreement, then upon written notice being given by the Planning Director to the OWNER/LESSEE, by certified mail to the address listed above, this Agreement shall terminate and the financial obligation on the part of the COMMISSION shall cease and become null and void.

**SECTION 6:** Upon completion of the improvement work pursuant to this Agreement and for a period of three (3) years thereafter, the OWNER/LESSEE shall be responsible for properly maintaining such improvements in finished form and without change or alteration thereto, as provided in this Agreement, and for the said period of three (3) years following completion of the construction thereof, the OWNER/LESSEE shall not enter into any Agreement or contract or take any other steps to alter, change or remove such improvements, or the approved design thereof, nor shall OWNER/LESSEE undertake any other changes, by contract or otherwise, to the improvements provided for in this Agreement unless such changes are first submitted to the Planning Director, and any additional review body designated by the Director, for approval. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in the plans, design drawings and specifications approved pursuant to this Agreement. OWNER/LESSEE shall execute and record a restrictive covenant, in the form supplied by the Commission. This shall be recorded in the Office of the Recorder of LaPorte County. Proof of recording shall be provided to the Commission prior to the issuance of any reimbursement of funds.

OWNER/LESSEE further acknowledges in the event any unapproved changes, alterations, or demolition are effected upon the herein described improvements during the aforementioned three-year (3) time period, the OWNER/LESSEE, or their successor or assignee, shall be financially liable to the COMMISSION in a pro rata amount as calculated by the number of months remaining in said three-year (3) time period. (By way of example: in the event of the modification or demolition of a facade improvement valued at \$30,000 two (2) years after completion, the OWNER/LESSEE or their successor in interest would be responsible for the sum of \$10,000 in repayment to the COMMISSION.  $\$30,000 \text{ divided by } 36 \text{ months} = \$833.33/\text{month} \times 12 \text{ months} = \$10,000.$ )

**SECTION 7:** The OWNER/LESSEE releases the COMMISSION from, and covenants and agrees that the COMMISSION shall not be liable for, and covenants and agrees to indemnify and hold harmless the COMMISSION and its officials, officers, employees and agents from and against, any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with directly or indirectly with the façade improvements(s), including but not limited to actions arising from the Indiana Common Construction Wage Act (Ind. Code § 5-16-7 et seq.) The OWNER/LESSEE further covenants and agrees to pay for the COMMISSION and its officials, officers, employees and agents for any and all costs, reasonable attorneys' fees, liabilities or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action. The COMMISSION shall have the right to select legal counsel and to approve any settlement

in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this section shall survive the completion of said façade improvement(s).

**SECTION 8:** Nothing herein is intended to limit, restrict or prohibit the OWNER/LESSEE from undertaking any other work in or about the subject premises which is unrelated to the façade improvement provided for in this Agreement.

**SECTION 9:** This Agreement shall be binding upon the COMMISSION and upon the OWNER/LESSEE and its successors, to said property for a period of three (3) years from and after the date of completion and approval of the façade improvement provided for herein by the Redevelopment COMMISSION. It shall be the responsibility of the OWNER/LESSEE to inform subsequent OWNER(s)/LESSEE(s) of the provisions of this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

**OWNER/LESSEE**

**MICHIGAN CITY**

**REDEVELOPMENT COMMISSION**

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**President**



**DECLARATION OF RESTRICTIVE COVENANT ON REAL PROPERTY**

THIS DECLARATION OF RESTRICTIVE COVENANT ON REAL PROPERTY is made by \_\_\_\_\_  
[owner(s) name(s)]

as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WHEREAS, \_\_\_\_\_  
[owner(s) name(s)] is/are the owner(s) of certain real property (the Subject Property) located in Michigan City, La Porte County, Indiana, more particularly described as:  
[insert Subject Property legal description]

WHEREAS, the Subject Property is located within the Uptown Arts District Façade Improvement Program Area (UADFIP), as administered by the Michigan City Redevelopment Commission (MCRC); and

WHEREAS, the owner(s) of the Subject Property have applied for and been approved to receive a UADFIP loan; and

WHEREAS, as a condition to the issuance of the aforereferenced UADFIP loan, the MCRC desires to restrict the change, alteration, removal, or demolition of any approved and funded façade improvements to the Subject Property; and

WHEREAS, the owner(s) are willing to record this Restrictive Covenant in order to finalize the UADFIP loan process:

NOW, THEREFORE, \_\_\_\_\_  
[owner(s) name(s)]  
\_\_\_\_\_ hereby agrees and declares:

1. Once completed, no façade improvements to the Subject Property which have been approved and funded by the MCRC shall be altered, changed, removed, or demolished in any way except for normal maintenance and/or repair without the prior written approval of the MCRC.

2. Such express restriction shall commence upon the final completion of said improvement(s) and continue for a period of three

years, after which this restrictive covenant shall expire and be deemed to have no application or effect.

3. The provisions of this covenant governing the described façade improvements to the Subject Property, shall run with the land and bind all holders, owners, lessees, occupiers, and purchasers of the Subject Property. Any and all subsequent instruments conveying an interest in all or any portion of the Subject Property shall include this restrictive covenant so long as it remains applicable.

4.

\_\_\_\_\_ [owner(s) name(s)] \_\_\_\_\_ shall cause this document to be recorded with the Office of the La Porte County Recorder forthwith and hereby acknowledge that no reimbursement payments will be issued by the MCRC until a file-marked copy of this document, evidencing such recording, has been submitted.

IN WITNESS WHEREOF \_\_\_\_\_ [owner(s) name(s)]

\_\_\_\_\_ has/have executed this Declaration of Restrictive Covenant On Real Property as of the first date written above. [INSERT OWNER'S NAME]

BY: \_\_\_\_\_

STATE OF INDIANA )  
 )ss:  
COUNTY OF LAPORTE)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared \_\_\_\_\_ before me, a Notary Public for the State of Indiana, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove first written.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF INDIANA  
Resident of \_\_\_\_\_ County, Indiana  
My Commission Expires: \_\_\_\_\_

**FINAL WAIVER OF LIEN**

STATE OF INDIANA ) GTY. # \_\_\_\_\_  
 ) SS  
COUNTY OF ) LOAN # \_\_\_\_\_

TO WHOM IT MAY CONCERN:

Whereas the undersigned has been employed by \_\_\_\_\_  
to furnish \_\_\_\_\_  
\_\_\_\_\_ for the premises known as \_\_\_\_\_  
of which \_\_\_\_\_ is the Owner/Lessee.

The undersigned, for and in consideration of \_\_\_\_\_  
(\$\_\_\_\_\_ ) Dollars, and other good and valuable consideration, the receipt  
whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or  
right to, lien, under the statutes of the State of Indiana, relating to mechanics' liens, with respect  
to and on said above-described premises, and the improvements thereon, and on the materials,  
fixtures, apparatus or machinery furnished and on the moneys, funds or other considerations due  
or to become due from the owner, on account of labor, services, materials, fixtures, apparatus or  
machinery heretofore furnished or which may be furnished at any time hereafter, by the  
undersigned for the above-described premises.

Given under \_\_\_\_\_ hand \_\_\_\_\_ and seal \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Note:** All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used,  
corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership,  
partnership name should be used, partner should sign and designate himself as partner.

### CONTRACTOR'S AFFIDAVIT

STATE OF INDIANA )  
 ) SS  
 COUNTY OF )

The undersigned, being duly sworn, deposes and says that he is \_\_\_\_\_  
 of the \_\_\_\_\_  
 who is the contractor for the \_\_\_\_\_  
 work on the building located at \_\_\_\_\_  
 owned by \_\_\_\_\_.

That the total amount of the contract including extras is \$ \_\_\_\_\_ on which he has received payment of \$ \_\_\_\_\_ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished materials or labor or both for said work and all parties having contracts or subcontracts for specific portions of said work or for materials entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and materials required to complete said work according to plans and specifications:

Names	What For	Contract Price	Amount Paid	This Payment	Balance Due
<b>Total Labor &amp; Materials to Complete</b>					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for materials, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

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

**SWORN STATEMENT FOR CONTRACTOR AND  
SUBCONTRACTOR TO OWNER**

STATE OF INDIANA                         )  
   )SS  
COUNTY OF                                 )

The affiant, (name) \_\_\_\_\_  
being first sworn on oath, deposes that he is (position) \_\_\_\_\_  
of (name, address, phone of firm) \_\_\_\_\_  
who is the contractor for (owner of premises) \_\_\_\_\_  
work on the building located at (address of premises) \_\_\_\_\_  
and performed (describe kind of work) \_\_\_\_\_

The purpose of said contract the following persons have been contracted with, and have furnished, or are furnishing and preparing materials for, and have or are doing labor on said improvements. That there is due and to become due them respectively, the amount set opposite their name for materials or labor as described. That this statement is a full, true and complete statement of all such persons, the amounts paid and the amounts due or to become due to each

Name/Address	Kind of Work	Amount of Contract	Retention (Incl. Current)	Net Previously Paid	Net Amount This Payment	Balance to Complete

Amount of Original Contract	\$ _____	Work Completed to Date	\$ _____
Extras to Contract	\$ _____	Less _____ % Retained	\$ _____
Total Contract & Extras	\$ _____	Net Amount Earned	\$ _____
Credits to Contract	\$ _____	Net Previously Paid	\$ _____
Balance to Become Due (including Retention)	\$ _____		

I agree to furnish Waivers of Lien for all materials under my contract when demanded.

Signed \_\_\_\_\_ Position \_\_\_\_\_

Scribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Notary Public \_\_\_\_\_

**The above sworn statement should be obtained by the owner before each and every payment.**