

STATE OF Oregon)
County of Polk)ss.
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Mark I. Brehm
Kimberly J. Brehm
1121 Main Street
Dallas, OR 97338


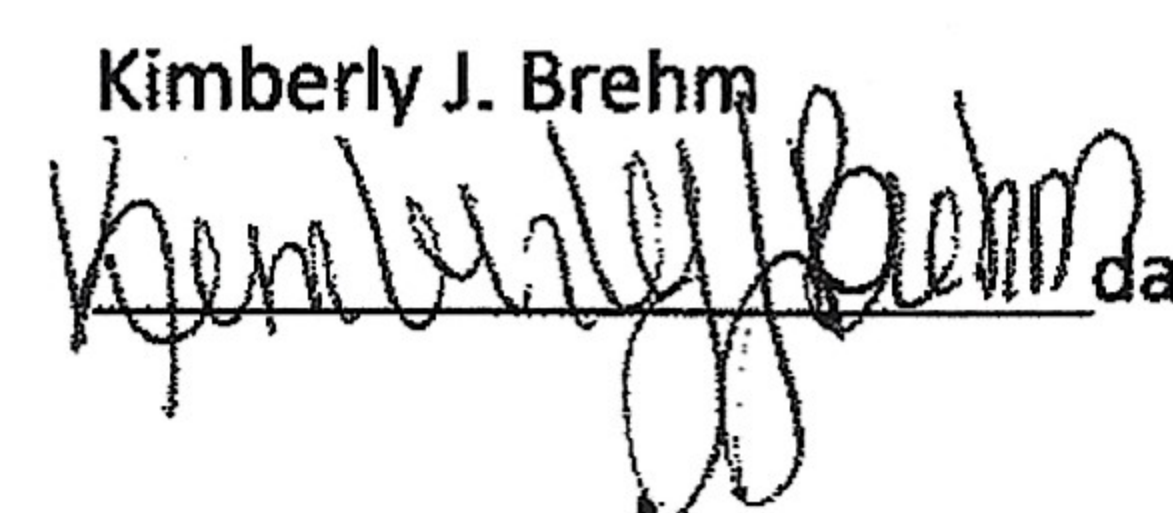
May 3, 2021

Letter of Permission to Dallas Downtown Association Board of Directors


To: Dallas Downtown Association Board of Directors

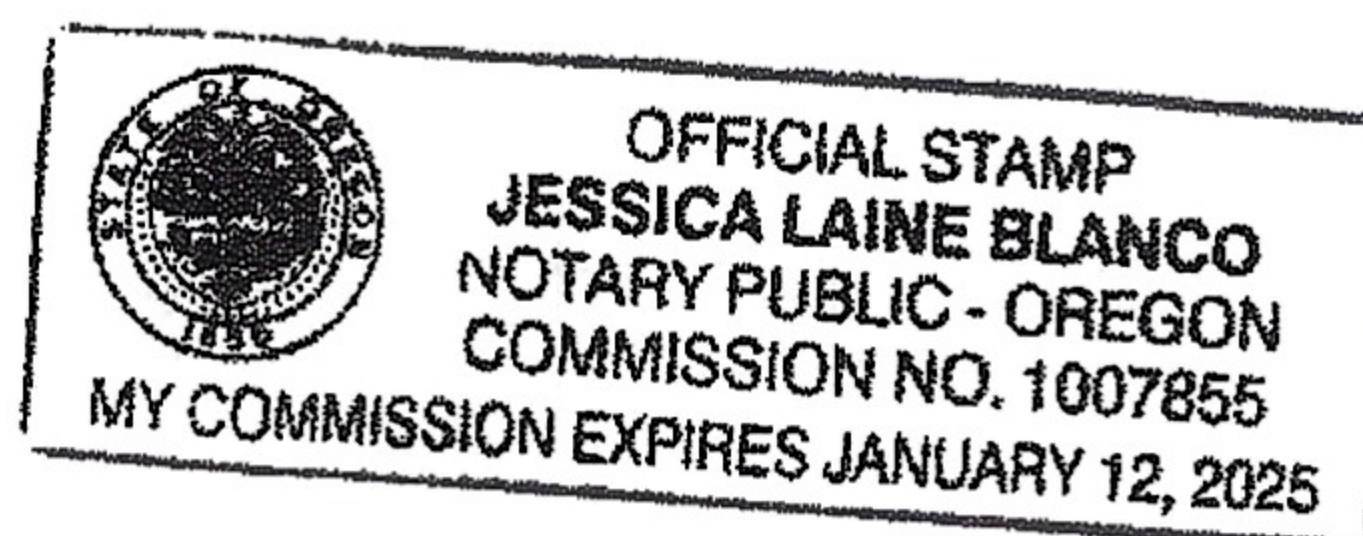
We hereby give permission to the Dallas Downtown Association to apply for the Diamonds in the Rough Grant due May 12, 2021 for façade restoration to the 1889 Crider Building located at 857 Main Street Dallas, OR 97338 and if awarded to execute the grant.

We attest that we are the owners of the building located at 857 S. Main Street, Dallas, OR.

Mark I. Brehm  dated 5/4/2021 Kimberly J. Brehm  dated 5/4/21

This instrument was acknowledged before me on this 4 day of May, 2021
by **Mark I. Brehm and Kimberly J. Brehm.**


Notary Public for Oregon
My commission expires: 1/12/25



Diamonds in the Rough 2021 – Main Street Emporium Grant Agreement

This Agreement is between the Dallas Downtown Association (DDA), a 501(c)3 non-profit organization and Mark I. Brehm and Kimberly Brehm, owners of the property located at 857 S. Main Street, Dallas OR.

The Dallas Downtown Association has agreed to apply for the Diamonds in the Rough Grant on the building located at 857 S. Main Street, Dallas, OR also identified as the Main Street Emporium and the "Crider 1889 Building". The grant will be applied for no later than 5 pm on May 12, 2021.

Diamonds in the Rough Grants are to restore or reconstruct the façade of buildings that have been heavily altered over the years. The purpose is to return them to their historic appearance and potentially qualify them for historic designation (local or national). These grants are part of the SHPO's Preserving Oregon Grant Program. Grants may be awarded up to \$20,000. These grants are funded in part by the Oregon Cultural Trust.

If the Dallas Downtown Association is not awarded the grant, then this agreement is immediately null and voided.

The Project:

The Project is a façade improvement to the building including but not limited to, restoration of the historic upper story windows, replication and placement of missing historic building letter and numbering and ornamental design pieces, minor stucco repair if necessary, painting and finish carpentry. See Exhibit A - Project Budget.

DDA Commitments:

Provide Owners with a copy of the grant application and supporting documents for approval before applying for the grant.

Apply for and manage the Diamonds in the Rough Grant-2021

Manage all grant reporting, reimbursement request, work plan submissions and all grant requirements.

Facilitate inspection and audits of the project as needed.

Provide owners with timely information about grant requirements for the project.

Reimburse owners upon receipt of funds received from the State Historic Preservation Office.

Owners Commitments:

Provide written approval of grant application and all supporting documents before submission of grant.

Undertake the work described in the Diamonds in the Rough Grant Agreement.

Maintain regular communication with the DDA grant manager to ensure all grant requirements are being met and that problems with the project are identified at an early stage.

Provide the DDA with all construction contracts and related documents including inspection reports if applicable.

Fund project cost out of pocket and submit paid invoices to grant manager for submission of reimbursement through SHPO.

Display required signage at the project site as outlined in the SHPO agreement. Signage will use the required logo and wording.

Display signage provided by the Dallas Downtown Association recognizing the project as a Dallas Downtown Association project using the DDA logo.

Take photographs of work progress and provide to grant manager for submission to SHPO for progress updates. Photographs are required for proof of work completed before reimbursement from SHPO will be made.

Termination

This agreement may be terminated by mutual consent of the parties upon written notice at any time. In addition, the DDA may terminate all or part of this agreement upon determining that termination is in the best interest of the organization by giving seven (7) day's written notice of intent to terminate, without waiving any claims or remedies it may have against consultant.

If the Owners fail to perform in the manner called for in this agreement, the DDA may terminate this Agreement for default. Termination shall be affected by serving a notice of termination.

Upon termination, if the project is not complete, no further reimbursements will be issued. The Owners will be held responsible for reimbursement back to SHPO for any grant monies owed to the State of Oregon as in accordance with the Grant Agreement signed with the SHPO.

Insurance

Owners shall maintain General Commercial Liability Insurance at \$1,000,000 aggregate. The owners shall provide the DDA with a copy of a current Certificate of Insurance with the DDA being listed as additional insured during the life of the project.

Indemnity

To the extent permitted by law, owners shall protect, defend, indemnify and hold the DDA harmless from and against all claims, demands, damages, cost, actions, and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, trademark or trade secret, arising out of the work performed or goods provided under this Agreement or Owner's violation of any law, ordinance or regulation, contract provisions or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of the DDA.


Force Majeure

Owners shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such failure is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquake, strikes or other labor disturbances, civil commotion, or war.

Signatures

OWNERS

Mark I Brehm

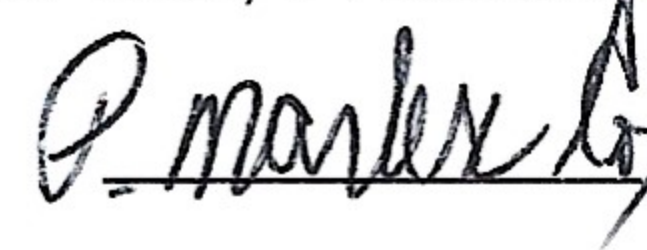
 Date 4/10/21

Kimberly J. Brehm

 Date 4/10/21

DALLAS DOWNTOWN ASSOCIATION

Marlene Cox, President

 Date May 3, 2021