Clark County
LAND REUTILIZATION CORPORATION

2026 QUESTIONNAIRE

BLIGHTED AND ABANDONED STRUCTURES

Questionnaire submission deadline: October 2, 2026

Submit complete questionnaire with information and attachments to:

Clark County Land Reutilization Corp.
3130 E. Main St., Suite 1 A, Springfield, OH 45503
Kara Van Zant, Assistant Executive Director
Phone: 937-521-2173 | Email: kvanzant@clarkcountyohio.gov

Section I. Applicable Projects

ELIGIBLE APPLICANTS

Applicants must complete all information requested in the questionnaire. This application is open to public*, private and non-profit entities and persons.

*Public entities anticipating utilizing funds for nuisance abatement through demolition must have authority, and be able to demonstrate authority, to access the site. Townships must provide evidence of a court order authorizing demolition or nuisance abatement under Ohio Revised Code Section 3767.41 or other applicable law.

DEMOLITION QUALIFICATIONS

Projects shall be ready for demolition and meet the qualifications of the PY 26 Ohio Department of Development, Building Demolition and Site Revitalization program guidelines.

Blighted, vacant or abandoned commercial and residential buildings on sites that are not brownfields may be considered demolition properties. Potential commercial properties include buildings that were zoned and/or used for retail, office, manufacturing, industrial, industrial warehousing, institutional, or other non-residential or mixed-use (meaning any mix of these uses or a mix of residential and commercial uses) purposes. Structures that are affixed to the land and that were used for either commercial or residential uses can participate.

Blighted, vacant or abandoned commercial and residential buildings on sites that are not brownfields are eligible properties. A “brownfield” is defined as an abandoned, idled, or under-used industrial, commercial, or institutional property where expansion or redevelopment is complicated by known or potential releases of hazardous substances or petroleum. The

contamination to be remediated at a brownfield site is required at the subsurface level. Eligible commercial properties include buildings that were zoned and/or used for retail, office, manufacturing, industrial, industrial warehousing, institutional, or other non-residential or mixed-use (meaning any mix of these uses or a mix of residential and commercial uses) purposes. Structures that are affixed to the land and that were used for either commercial or residential uses can participate.

Partial or internal demolitions that are necessary for a vacant and blighted structure to be demolished are eligible. Interior demolition and asbestos abatement for structures are allowable for redevelopment purposes but not for the restoration of structures.

Occupied structures are not eligible unless they are contiguous and/or connected to a vacant/abandoned and blighted structure that is necessary to demolish. Structures that were used for agricultural purposes are not eligible to participate. As funds are legislatively allocated to cover demolition and subsequent site revitalization, structures requiring only Restoration are not eligible. If available, Lead Entities may utilize the local government's strategic plan and/or Community Housing Improvement Strategy as a resource to identify blighted, vacant, or abandoned structures.

Subsequent redevelopment of the properties will be at the discretion of Lead Entities or local governments pursuant to their strategic or community plans or, in the case of nuisance abatement demolitions, private owners, Lead Entities or local governments subrecipients shall elect to place demolition liens or assessments on properties that were demolished to abate a nuisance. Program funds shall be used for site revitalization of surrounding properties on sites that are not brownfields for post demolition costs but not for other redevelopment purposes.

Project site for this questionnaire must be a "blighted parcel" as defined in Ohio Revised Code Section 1.08(B), meaning either of the following:

- A parcel that has one or more of the following conditions:
    - A structure that is dilapidated, unsanitary, unsafe, or vermin infested and that because of its condition has been designated by an agency that is responsible for the enforcement of housing, building, or fire codes as unfit for human habitation or use.
    - The property poses a direct threat to public health or safety in its present condition by reason of environmentally hazardous conditions, solid waste pollution, or contamination.
    - Tax or special assessment delinquencies exceeding the fair value of the land that remain unpaid thirty-five (35) days after notice to pay has been mailed.
- A parcel that has two or more of the following conditions that, collectively considered, adversely affect surrounding or community property values or entail land use relationships that cannot reasonably be corrected through existing zoning codes or other land use regulations:
    - Dilapidation and deterioration
    - Age and obsolescence
    - Inadequate provision for ventilation, light, air, sanitation, or open space

- Unsafe and unsanitary conditions
- Hazards that endanger lives or properties by fire or other causes
- Noncompliance with building, housing, or other codes
- Nonworking or disconnected utilities
- Is vacant or contains an abandoned structure
- Excessive dwelling unit density
- Is located in an area of defective or inadequate street layout
- Overcrowding of buildings on the land
- Faulty lot layout in relation to size, adequacy, accessibility, or usefulness
- Vermin infestation
- Extensive damage or destruction caused by a major disaster when the damage has not been remediated within a reasonable time
- Identified hazards to health and safety that are conducive to ill health, transmission of disease, juvenile delinquency, or crime
- Ownership or multiple ownership of a single parcel when the owner, or a majority of the owners of a parcel in the case of multiple ownership, cannot be located.

Section II. Applicant Information

Applicant Name: _____

Address: _____ City/State/Zip: _____

Contact Person: _____ Title: _____

Phone: _____Email: _____

Section III. Project Information

Projects shall be ready for demolition meet the qualifications of the PY 26 Ohio Department of Development, Building Demolition and Site Revitalization program guidelines.

1. **Site Information**
   A. Site Address: _____
   B. Site Parcel(s): _____

C. Does the applicant have control of or access to the project site(including ownership, a recorded easement, court-ordered nuisance-abatement authority, or a fully executed Access Agreement with the Owner)?

Circle One: Yes No

i. If yes, please specify: _____

_____

ii. If no, please specify how applicant plans to gain site control or access:

_____

_____

D. Provide proof of access or ownership such as a deed, recorded easement, court order, or fully executed Access Agreement..

E. Site Description: Please include site and structure size, structure type, and any and all information required in the scope of work.

_____

_____

_____

_____

F. To the knowledge of the applicant, has this project had any environmental assessment(s) completed? *Circle One:* Yes No Unknown

i. If yes, please list what assessments have been completed, and include a copy of the assessment(s) with the submission:

_____

G. To the knowledge of the applicant, are there any Underground Storage Tanks (UTS) on site? *Circle One:* Yes No Unknown

H. Are any of the following related to the project:

i. Located in the Flood Plain: Yes No

ii. Involve Historical Property: Yes No

iii. Easements Required: Yes No

iv. Property acquisition needed: Yes No

v. Property Currently Occupied: Yes No

vi. Will fees be assessed: Yes No

If answered "Yes" to any of these, please explain: _____

_____

_____

2. **Funding**
   A. Has there been a projected cost established for the type of project?
      Circle One: Yes No
      i. If "Yes", please indicate the projected expense: _____
      ii. Does this include asbestos abatement (if applicable)?
      Circle One: Yes No
      iii. If "Yes", please indicate the projected expense: _____
      iv. Does this include prevailing wage rates for the State of Ohio?
      Circle One: Yes No
   B. How is the project being funded?

_____

_____

_____

_____

3. **Schedule**
   A. Consider all aspects of the project from beginning to end – such as: assessment turn-around time, contractor selection, plans and specs preparation, actual construction time, site conditions, amount of time required for paperwork, etc. When this has all been considered, fill in the number of months need to complete the project.

      Projected amount of time needed (from start to finish) for this project:
      _____ Months.
4. **Map**
   A. Include a detailed map of the site in question and note which structure(s) and all items that are to be removed during demolition. This may include structures, UST, utilities, etc.

5. **Proof of Blight and Vacant**
   A. Provide proof of the site being blighted and vacant beyond photos.
6. **Provide Photos of Site**

Section IV. Additional Information

1. Clark County Land Reutilization Corp. ("Land Bank") has limited access to demolition funds to be allowed for demolition of structure(s) that are not considered a brownfield. All work, including access to the site, demolition, remediation, and final documentation, must be completed prior to November 30, 2026.
2. Site shall be chosen on the following:
   A. Eligibility based on ODOD qualifications
   B. Timelines for completion and readiness for demolition
   C. Economic impact on Clark County
   D. Accessibility to site
   E. Cost
3. Successful applicant shall enter into an Access Agreement with Clark County Land Bank. Land Bank shall facilitate the funds, contract and coordinate the demolition and revitalization work, and execute all reporting and documentation with ODOD. Applicant shall not receive funds directly.
4. **Development Incentive Agreement**
   A. If the successful site applicant is a private enterprise or non-profit organization, Clark County Land Bank shall construct a Development Incentive Agreement in tandem with the Access Agreement.
   B. The Agreement shall require a private enterprise or non-profit organization to pay back 20%, up to the total cost of the site work, to Land Bank in the result of a sale of property.

ACCESS AGREEMENT FOR DEMOLITION ACTIVITIES

TBD

This access agreement is made between the Clark County Land Reutilization Corp. ("Land Bank") and Property Owner Name ("Owner"), collectively known as the "Parties". The purpose of this agreement is to provide the Land Bank and its representatives access to the property owned by Owner located at Springfield, Ohio 45505 – parcel number # (the "Property") to fulfill the requirements outlined in the Land Bank's Ohio Building Demolition and Site Revitalization Program Fund grant application as determined necessary by the Land Bank in its reasonable discretion and in compliance with applicable law. This agreement is subject to the conditions set forth below.

The Parties agree as follows:

1. Owner, on his/her/its own behalf and on behalf of his/her/its successors, assigns, and tenants, hereby authorizes the Land Bank, its employees, agents, and subcontractors, permission to enter upon the Property for the purpose of conducting environmental investigatory activities that could include subsurface soil and groundwater investigations, geotechnical Investigation, wetland/ecological survey, asbestos surveys, other environmental investigations or surveys, demolition, and all work necessary for site revitalization (hereafter referred to as the "Work").
2. Land Bank shall provide Owner with at least twenty-four (24) hours' prior notice before accessing the Property for purposes of performing the Work, and Owner shall not unreasonably withhold, condition, or delay consent to such access.. The Land Bank shall perform the Work at reasonable times of the day and in a manner which does not unreasonably interfere with Owner's or Owner's tenants' activities at the Property. Before performing the Work, the Land Bank shall obtain or cause to be obtained, and will maintain or cause to be maintained, in full force at all times during the term of this agreement, all necessary permits, notifications, licenses, or certifications for itself and its agents and subcontractors. The Land Bank agrees to require any agent, contractor, or representative acting on his behalf to comply with all the terms of this access agreement.
3. Land Bank shall bear costs associated with the Work to be performed up to the amount of $_____, "Granted Amount", including assessments, permits, demolition, and all Work completed within the scope. Any costs above the Granted Amount that are approved in writing by the Owner shall be reimbursed by the Owner to the Land Bank within thirty (30) days after the Owner's receipt of an invoice reasonably describing such costs. The Land Bank shall notify Owner of any anticipated costs above the Granted Amount in writing at least forty-eight (48) hours prior to incurring such expense.

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4. Land Bank shall reserve the right to request an economic incentive agreement for reimbursement of the Granted Amount.
5. Land Bank shall not be subject to payment of costs outside the scope of the Work. Owner shall receive no compensation for the Work to be performed.
6. Land Bank agrees that it will perform the Work in a professional manner in accordance with generally accepted consulting practices and procedures in effect for such services at the time the services are rendered and in compliance with all applicable federal, state, and local laws, regulations, ordinances, and guidelines.
7. Land Bank shall provide copies of completed environmental testing results and documentation of work completion to Owner, if so requested.
8. Owner agrees to indemnify and save harmless Land Bank against all loss and damage, including damage to person or property, arising from any act by, or negligence of, Land Bank or its subcontractors or the officers, agents, or employees of either while engaged in the performance of this Agreement, or while in or about the building or premises, or arising from accident or any injury not caused by act of Land Bank, Land Bank's agents or servants, or anyone employed by Land Bank, other than this Owner, to any contractor or any officer, agent, or employee of a subcontractor while engaged in or about the performance of this Agreement, or while in or about the building or premises, or arising from liens or claims for services rendered or labor or materials furnished in or for the performance of this Agreement.
9. Land Bank's Consultants/Contractors shall, at their sole cost and expense, procure, and at all times during the term of this access agreement, maintain Commercial General Liability (CGL) insurance in an amount not less than one million dollars combined single limit per occurrence with an aggregate of at least two million dollars for bodily injury, property damage and contractual liability coverage. The Land Bank shall give Owner thirty (30) days prior written notice prior to cancellation or change in the policy. Nothing in this paragraph shall be construed to expand any indemnity obligations of Owner or Land Bank beyond what is permitted under Ohio law, including Ohio Revised Code Section 2305.31.
10. Owner shall, at their sole cost and expense, procure and at all times during the term of this access agreement, maintain General Liability Insurance.
11. Owner acknowledges that he/she/it is an independent entity and not an agent, partner, joint venture, nor an employee of the Land Bank. Owner shall have no authority to bind or otherwise obligate the Land Bank in any manner, nor shall the Owner represent to anyone that it has a right to do so.
12. Owner shall maintain ownership of the property during the effectiveness of this agreement. At no time shall the Owner sell or enter into a contract with an individual or entity with the intention to sell or transfer the property during the term of this agreement.

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13. This access agreement comprises the entire agreement between Owner and the Land Bank with respect to the Work. It may be amended only by a written agreement executed by Owner and the Land Bank.
14. This access agreement will be effective until the Land Bank declares the Work completed, or upon notice of termination by Land Bank due to the Owner's breach of any of the conditions contained herein.
15. Each party to this access agreement represents and warrants that the person executing the agreement on its behalf is duly authorized and has the requisite power and authority to bind that party.
16. This access agreement shall be governed by and construed and enforced in accordance with the laws of the State of Ohio. Any dispute between the parties will be resolved by mediation in Clark County, Ohio with each party sharing the cost of the mediation. If the dispute cannot be resolved by mediation, venue for any cause of action shall be in Clark County, Ohio.

This Access Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute one agreement. Electronic signatures shall be binding as original signatures.

The Parties or their duly authorized representatives have signed and executed this access agreement on the date specified below, which shall be known as the "Effective Date".

LAND BANK:
CLARK COUNTY LAND
REUTILIZATION CORPORATION

BY: _____

ITS: _____

DATE: _____

OWNER:

Springfield, OH 4550

BY: _____

ITS: _____

DATE: _____

EXAMPLE

MORTGAGE

KNOW THAT ALL MEN BY THESE PRESENTS, THAT this Mortgage is made and entered into on this ____ day of _____, 2026, by and between the Clark County Land Reutilization Corporation ("Mortgagee") and non-profit organization or for-profit entity Property Owner ("Mortgagor").

For and in consideration of receiving the benefit of work completed, as detailed in the Economic Development Incentive Agreement, entered into on _____, in the amount of $_____ ("Granted Amount"), for the premise commonly known as: _____ and legally described, to wit:

The following description is for a parcel of land in the State of Ohio, County of Clark,

Permanent Parcel #:

I (we) do hereby grant mortgage covenants to the Clark County Land Reutilization Corporation located at: 3130 East Main Street, Suite 1A, Springfield, Ohio 45503.

TOGETHER with all and singular the land, buildings, structures and improvements now upon or which may hereafter be put upon the above described premises or any part thereof and all easements, rights of way, licenses and privileges and all the singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to the said premises and property or any part thereof, and all the estate, title and interest whatsoever of the said Mortgagors of, in and to the above described premises; all such properties hereby granted, bargained, sold and conveyed being hereafter sometimes referred to as the "premises."

WHEREAS the Mortgagee and Mortgagor have entered into an Economic Development Incentive Agreement ("Agreement") dated _____, 2026.

TO HAVE AND TO HOLD the said premises unto the said Mortgagee, its successors and assigns, forever. And the said Mortgagors for themselves, their heirs, administrators, and executors, do hereby covenant with the said Mortgagee, its successors and assigns, that they are true and lawful owners of said premises and have full power assessments not yet overdue and further that they do warrant and will defend the same against all lawful claims and demands whatsoever, except those hereinabove set forth. And the said Mortgagors further covenant and agree with the Mortgagee as follows:

First: To faithfully perform all obligations contained in the Agreement, including the obligation to remit to the Land Bank, contemporaneously with any Sale of the Property, an amount equal to twenty percent (20%) of the Net Sale Proceeds (as defined in the Agreement) from such Sale until the Land Bank has recovered, in aggregate, an amount equal to the Granted Amount paid on behalf of the Property by the Mortgagee. The amount due under the Agreement and this Mortgage (the 'Amount') shall be paid in full prior to, or concurrently with, any transfer of legal or equitable title to the Property, except as otherwise expressly agreed in writing by the Mortgagee.

EXAMPLE

Second: To promptly notify the Mortgagee of any proposed Sale or transfer of the Property as required by the Agreement. No transfer shall relieve the Mortgagor of the obligations secured by this Mortgage except as expressly provided in the Agreement.

Third: That each and every covenant, agreement, and obligation hereinabove contained on Mortgagor's part to be done, kept and performed shall be binding and obligatory upon and shall be done, kept and performed by the heirs, administrators, executors and assigns of the Mortgagors, and further that each and every right and privilege of an to Mortgagee hereunder shall inure to, benefit and be enforceable by its successor and assigns to the extent permitted by applicable law.

Fourth: The Mortgagor shall perform and satisfy all indemnification obligations set forth in the Agreement, between the Mortgagor and Mortgagee. To the extent permitted by law, the obligations of the Mortgagor under such indemnification provisions are secured by this Mortgage, together with all costs and expenses reasonably incurred by the Mortgagee in enforcing such obligations, including reasonable attorneys' fees where recoverable under applicable law.

Fifth: That in the event of default in the Payment of the Amount, or in the event of default in the performance of any of the covenants contained in this Mortgage to be performed by Mortgagors herein, the Mortgagee at its option, without notice declare the Amount to be immediately due and payable and may proceed to enforce the collection thereof by suit at law or in equity or by proceedings to foreclose this Mortgage of the Property hereinabove deserved, and to the rents, issues, royalties and profits thereof, and such possession and enjoyment shall at once be delivered and surrendered to the Mortgagee on request, and upon refusal, the said delivery may be enforced by the Mortgagee by and civil suits or proceedings and the Mortgagee shall be entitled to a receiver of and for said premises and the rents, issues, royalties and profits thereof as a matter of right without regard to the solvency or insolvency of the Mortgagors or the value thereof; and such receiver may be appointed by and Court of competent jurisdiction upon ex-part application and without notice, which is hereby expressly waived, and rents, issues, royalties, profits, income and revenue shall be applied by said receiver according to law and the orders of said Courts.

PROVIDED, NEVERTHELESS, that if Mortgagor shall fully perform all the covenants to be performed by Mortgagor herein, and shall pay or cause to be paid all sums secured in the Mortgage and Agreement, this Mortgage shall be considered fulfilled and released.

Where required by this context, words in singular number shall be constructed as plural and works in plural as singular, and the use of any gender shall include all genders.

[INTENTIONALLY LEFT BLANK FOR SIGNATURE PAGE]

EXAMPLE

IN WITNESS WHEREOF, this note has been duly executed by the undersigned this ___ **day of** _____**,** _____**.**

By:_____
Mortgagor Signature

By:_____
Mortgagor Signature

_____
Mortgagor Printed Name

_____
Mortgagor Printed Name

_____
Mortgagor Title

_____
Mortgagor Title

STATE OF OHIO)
) SS:
COUNTY OF CLARK)

The foregoing instrument was acknowledged before me on this _____ day of _____, 20__ by _____ (name(s) of individual(s)).

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and official seal on this ___ day of _____**,** 20_____**:**

_____
Notary Public – State of Ohio

_____
Typed or Printed Name

My Commission Expires:_____

This instrument prepared by:
Clark County Land Reutilization Corporation

Approved as to form by:
Beau Thompson, CCLRC Chief Legal Counsel

EXAMPLE

Economic Development Incentive Agreement

THIS ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT (the "Agreement") is made and entered into on this ____ day of _____, 2026, by and between the Clark County Land Reutilization Corporation, hereinafter referred to as the "Land Bank," and non-profit organization or for-profit entity as the Property Owner hereinafter referred to as the "Owner."

WHEREAS, the Clark County Land Reutilization Corporation ("Land Bank") is organized and operated to acquire, manage, improve, and return vacant, abandoned, tax-foreclosed, and other distressed properties to productive use, eliminate blight, and promote neighborhood revitalization and economic development throughout Clark County, Ohio;

WHEREAS, the Owner owns certain real property within Clark County, Ohio (the "Property"), upon which one or more vacant, unsafe, or deteriorated structures are located;

WHEREAS, the Land Bank has determined that the demolition of such structures will eliminate blight, improve public safety, reduce neighborhood deterioration, and enhance the potential for the future productive use of the Property;

WHEREAS, the Owner and Land Bank have entered into an Access Agreement ("Access Agreement"), on_____, depicting terms of the scope of Work to be completed on the Owner's property for reutilization, using designated funds ("Granted Amount") in the sum amount of $_____.

WHEREAS, in consideration of the Land Bank's commitment to perform and fund the demolition, the current Owner agrees that, upon the future sale of the Property, the Owner shall remit to the Land Bank an amount equal to twenty percent (20%) of the Net Sale Proceeds from such sale until the Land Bank has recovered an amount equal to the Granted Amount paid on behalf of the Property; and

WHEREAS, the parties desire to establish the terms and conditions governing the Owner's obligations with respect to the Work on the Property, and the repayment of the "Granted Amount", as defined in the Access Agreement attached as Exhibit A from future sale proceeds.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. THE **OWNER**. The Owner agrees (to the extent not already hitherto performed) that it shall do the following:

EXAMPLE

A. In consideration of the Land Bank's payment of the Granted Amount, the Owner agrees that upon any Sale of the Property, shall, contemporaneously with any Sale of the Property, remit to the Land Bank an amount equal to twenty percent (20%) of the Net Sale Proceeds from such Sale, provided that the cumulative amount remitted under this Agreement shall not exceed the Granted Amount..

B. Upon repayment in full of the Granted Amount, the Owner's repayment obligation under this Agreement shall automatically terminate, and the Land Bank shall promptly execute and record any release of Mortgage or other instrument reasonably necessary to evidence such termination. This Agreement is binding upon the Owner and, to the extent secured by a recorded Mortgage, upon the Owner's successors and assigns who take title to the Property subject to such Mortgage, until the Granted Amount has been repaid in full.The Owner shall not sell or transfer the Property in a non-arm's-length transaction or for consideration materially below fair market value for the purpose of reducing the repayment obligation under this Agreement. In the event the Land Bank reasonably determines that a Sale is not an arm's-length transaction or was made for less than fair market value, the repayment due under this Agreement shall be calculated using the greater of the actual Net Sale Proceeds or the Net Sale Proceeds that would have been realized based on the Property's fair market value, as reasonably determined by the Land Bank in good faith based on an independent appraisal or other commercially reasonable evidence of value, which determination shall be conclusive in the absence of manifest error..

C. During the term of this Agreement, the Owner shall maintain the Property in compliance with all applicable federal, state, and local laws, ordinances, regulations, and governmental requirements and shall promptly correct any violations not arising from the Land Bank's revitalization activities.

D. The Owner shall provide the Land Bank with written notice of any proposed Sale of the Property as soon as practicable after entering into a purchase agreement and, whenever possible, not less than fifteen (15) days prior to the anticipated closing date. The notice shall include, to the extent known, the anticipated closing date, the proposed purchase price, and the name of the purchaser.

E. Within thirty (30) days following the closing of any Sale of the Property, the Owner shall provide the Land Bank with a copy of the closing statement, settlement statement, or other documentation reasonably acceptable to the Land Bank showing the gross sales price, allowable deductions, calculation of the Net Sale Proceeds, and the repayment amount due under this Agreement. Payment shall accompany the documentation unless otherwise agreed in writing by the Land Bank.

EXAMPLE

F. The Owner shall cooperate with the Land Bank in monitoring compliance with this Agreement and shall provide such reports, records, and information as the Land Bank may reasonably request to verify compliance with the terms of this Agreement and/or the Access Agreement.

2. **EFFECT OF OWNER'S BREACH; REMEDIES**. The Owner acknowledges that the Land Bank is performing and funding the demolition of the structures located on the Property in reliance upon the Owner's agreements and obligations set forth in this Agreement and the Access Agreement. The Owner further acknowledges that, in the event of the Owner's failure to comply with any material provision of this Agreement, the Land Bank will not receive the public benefits anticipated by this Agreement.

   If the Owner fails to comply with any material obligation under this Agreement and such failure continues for thirty (30) days after written notice from the Land Bank, or such additional time as may be reasonably necessary to cure the default provided the Owner is diligently pursuing such cure, the Land Bank may exercise one or more of the following remedies:

   A. Declare the Owner in default under this Agreement;

   B. Recover from the Owner any amounts due and owing under this Agreement, including any unpaid repayment amounts required under Section 1;

   C. Pursue any rights or remedies available at law or in equity, including specific performance where appropriate; and

   D. Recover its reasonable costs and expenses incurred in enforcing this Agreement, to the extent permitted by law.

   E. No delay or omission by the Land Bank in exercising any right or remedy under this Agreement shall impair such right or remedy, nor shall any such delay or omission be construed as a waiver of any right or remedy. The rights and remedies of the Land Bank under this Agreement and any related Mortgage are cumulative and in addition to, and not in limitation of, any rights or remedies available at law or in equity.

3. **THE LAND BANK**. So long as the Owner meets and performs its obligations under this Agreement, the Land Bank agrees to coordinate and fund the Work located on the Property, subject to the availability of funding and compliance with all applicable federal, state, and local laws and regulations.

EXAMPLE

4. **INCORPORATION OF EXHIBIT**. Exhibit A (Access Agreement) is attached hereto and made a part hereof as if fully set out herein and shall not modified or voided by this Agreement.

5. **INDEMNIFICATION.** The Owner shall indemnify, defend, and hold harmless the Clark County Land Reutilization Corporation, its board members, officers, employees, agents, contractors, subcontractors, representatives, successors, and assigns (collectively, the "Indemnified Parties") from and against any and all claims, demands, actions, causes of action, liabilities, damages, losses, judgments, fines, penalties, costs, and expenses (including reasonable attorneys' fees and litigation expenses) arising out of or relating to: (a) the condition, ownership, occupancy, possession, maintenance, use, or operation of the Property; (b) any act or omission of the Owner or the Owner's officers, employees, agents, contractors, tenants, invitees, or representatives; (c) the Owner's breach of this Agreement; (d) any environmental condition, contamination, hazardous substance, or regulated material existing on or originating from the Property; and (e) any claim by any third party relating to the Property or the demolition activities conducted pursuant to this Agreement. This indemnification obligation shall survive the completion of the demolition and the expiration or termination of this Agreement. Notwithstanding the foregoing, the Owner shall have no obligation to indemnify an Indemnified Party to the extent a claim is finally determined by a court of competent jurisdiction to have resulted solely from the gross negligence or willful misconduct of that Indemnified Party.

6. **MORTGAGE.** Congruent with this Agreement, Land Bank and Owner shall execute a Mortgage to be recorded with the Clark County Recorder's Office detailing the repayment requirements agreed upon in the Agreement and its exhibits.

7. **ENTIRE AGREEMENT**. This Agreement and any exhibits attached hereto contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto. Any agreements not contained herein shall not be binding on either party, nor of any force or effect. In the event of a conflict between the terms of this Agreement and the terms contained in any Exhibit or other attachment, the terms of this Agreement shall control unless such Exhibit or attachment expressly states that it is intended to supersede this Agreement with respect to a specific subject matter.**NOTIFICATION**. Notifications required pursuant to this Agreement shall be made in writing and mailed to the address shown below. Such notifications shall be deemed complete upon mailing.

Land Bank: Office of Community and Economic Development
Attn: Kara Van Zant
3130 East Main Street, Suite 1A

EXAMPLE

Springfield, Ohio 45503

Owner: _____
Attn: _____
_____
_____

8. **AUTHORITY**. Each person executing this Agreement represents and warrants that they are duly authorized to do so on the behalf of the entity that is a party hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

NAME OF COMPANY

_____
Name
Position

CLARK COUNTY LAND
REUTILIZATION CORP.

_____
Ethan Harris
Executive Director

APPROVED AS TO FROM:

_____
Beau Thompson
Chief Legal Counsel

EXAMPLE

EXAMPLE