

EXHIBIT A

AGREEMENT AND PLAN
OF RECLAMATION, REHABILITATION, AND REUTILIZATION OF
VACANT, ABANDONED, TAX-FORECLOSED OR OTHER
REAL PROPERTY IN CUYAHOGA COUNTY, OHIO

THIS AGREEMENT AND PLAN, entered into as of the 4th day of June 2009 (collectively, the "Agreement"), by and between the **County of Cuyahoga, Ohio** (the "County"), a county organized and existing under the Constitution and laws of the State of Ohio, and the **Cuyahoga County Land Reutilization Corporation** (the "Corporation"), a county land reutilization corporation organized and existing as a corporation not for profit under the laws of the State of Ohio (the "State");

WHEREAS, in accordance with Section 1724.10(A)(2) of the Ohio Revised Code (the "Revised Code"), the Corporation has been designated as the agency for the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, or other real property in the County; and

WHEREAS, the County and the Corporation desire to enter into an agreement pursuant to division (B) of Section 1724.10 of the Revised Code to provide for, among other things, a plan for the County of reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, or other real property in the County; and

WHEREAS, the Corporation has prepared a plan (the "Plan") of reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, or other real property in the County; and

WHEREAS, the Corporation and the County desire to incorporate the terms and provisions of the Plan into this Agreement so that this Agreement will embody and constitute the plan of reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, or other real property in the County provided for under division (B) of Section 1724.10 of the Revised Code.

NOW, THEREFORE, the County and the Corporation do hereby agree as follows:

ARTICLE I

The Plan Generally

Section 1.1. The Plan Purposes Generally. The Plan for the Corporation, as the sole agency for the County designated to carry out the Plan, shall be the following:

- a) to promote and facilitate the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, or other real property in the County to the fullest extent possible within the legal and fiscal limitations applicable to the Corporation;
- b) to efficiently hold and manage vacant, abandoned, or tax-foreclosed real property pending its reclamation, rehabilitation, and reutilization;

- c) to assist governmental entities and other nonprofit or for-profit persons to assemble, clear, and clear the title of vacant, abandoned, or tax-foreclosed real property;
- d) to promote economic and housing development in the County or region;
- e) to advance, encourage, and promote the industrial, economic, commercial, and civic development of a community or area of the County; and
- f) in furtherance of the preceding purposes in items a) through e), and not as a limitation on any of the powers of the Corporation under Chapter 1724 of the Revised Code, to exercise any or all of the powers conferred upon a county under Chapter 5722 of the Revised Code and any ancillary or related statutes.

Section 1.2. Intention of Parties with respect to Implementation of Plan. In connection with implementation of this Plan by the Corporation, it is intention of the parties hereto to work cooperatively with other governmental entities and persons, especially with those that have elected to exercise the powers set forth in Chapter 5722 of the Revised Code in pursuit purposes similar to those of this Plan.

Section 1.3. Compliance with Applicable Zoning and Planning Laws. Implementation of the Plan shall be effected in compliance with all zoning and planning laws applicable to the real property which is the subject of action under this Plan.

Section 1.4. Construction of Provisions of the Plan. All provisions of this Plan shall be liberally construed, subject to any limitations thereon in the Revised Code applicable to the Corporation or the County. If in any provision in this Agreement and Plan reference is made to "real property" without more, whether by use of such term or others of similar import, such reference shall be understood or interpreted to mean "real property within the County."

ARTICLE II

Actions in Furtherance of the Plan

In the furtherance of promoting and facilitating the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, or other real property in the County, the Corporation, as a community improvement corporation organized under and for the purposes of Chapter 1724 of the Revised Code and designated to act as the electing subdivision (as defined in division (F) of Section 5722.01 of the Revised Code) for and on behalf of the County, may exercise any or all of the powers authorized in Sections 1724.02 and 1724.10 and Chapter 5722 of the Revised Code, including, but not limited to, the following:

- a) To purchase, receive, hold, manage, lease, lease-purchase, or otherwise acquire and to sell, convey, transfer, lease, sublease, or otherwise dispose of real property, together with such rights and privileges as may be incidental and appurtenant thereto and the use thereof;
- b) To acquire, reclaim, manage, or contract for the management of improved or unimproved and underutilized real property for the purpose of constructing industrial plants, other business establishments, or housing thereon, or causing the same to occur, for the purpose of assembling and enhancing utilization of the real property;

- c) To serve as an agent for grant applications and the administration of grants or to make applications as principal for grants to the Corporation;
- d) To engage in code enforcement and nuisance abatement, including, but not limited to, cutting grass and weeds, boarding up vacant or abandoned structures, and demolishing condemned structures on properties which the Corporation owns or in which it has a legal interest whether or not subject to a delinquent tax or assessment lien, or property for which a municipal corporation or a township has contracted with the Corporation to provide code enforcement or nuisance abatement assistance;
- e) To purchase tax certificates at auction, negotiated sale or from a third party who purchased and is a holder of one or more tax certificates issued pursuant to Sections 5721.30 to 5721.43 of the Revised Code;
- f) To be assigned a mortgage on real property from a mortgagee in lieu of acquiring such real property subject to a mortgage;
- g) To borrow money for any of the purposes of a county land reutilization corporation by means of loans, lines of credit, or any other financial instruments or securities, including the issuance of its bonds, debentures, notes, or other evidences of indebtedness, whether secured or unsecured, and to secure the same by mortgage, pledge, deed of trust, or other lien on its property, franchises, rights, and privileges of every kind and nature or any part thereof or interest therein;
- h) To mortgage, pledge, or otherwise encumber any real property acquired by the Corporation in the furtherance of its purposes;
- i) To make loans to any person, firm, partnership, corporation, joint stock company, association, or trust for the purpose of furthering the purposes of the Corporation, and to establish and regulate the terms and conditions with respect to any such loans;
- j) To acquire nonproductive land (as defined in division (F) of Section 5722.01 of the Revised Code) through the exercise, as the electing subdivision on behalf of the County, of the powers set forth in Chapter 5722 of the Revised Code;
- k) To accept a conveyance in lieu of foreclosure of any delinquent land from the proper owners thereof and to accept from the County Auditor properties escheated to the State both before and after the execution and delivery of this Agreement;
- l) To enter into agreements with municipal corporations and townships within the boundaries of the County for implementation within such municipal corporations and townships of the purposes of the Corporation and the purposes of Chapter 5722 of the Revised Code;
- m) To establish data bases identifying the vacant, abandoned, tax-foreclosed and nonproductive real properties within the County which are in need of reclamation, rehabilitation, and reutilization and to enter into agreements with municipal corporations or townships for cooperative sharing and use of such data bases;
- n) To assist municipal corporations and townships in preparing plans for acquiring vacant, abandoned or tax-foreclosed real properties within their boundaries and for the reclamation, rehabilitation and reutilization of such properties so as to

return such properties to productive use and thereby to foster economic and housing growth within the County;

- o) To prepare, or to participate in or partner with post-secondary educational institutions or other entities for the preparation of studies or analyses of the causes of or contributing factors in vacancy, abandonment and tax delinquency of real property in the County and the methods and manner of reclaiming, rehabilitating and reutilizing vacant, abandoned, tax-foreclosed and nonproductive real property in the County;
- p) To partner with the State and agencies of the State in the pursuit and implementation of the purposes of the Corporation;
- q) To develop, implement and maintain programs designed to creatively revitalize property such as deconstruction and recycling of building and other materials, urban forestry, agriculture, greenhouses, green infrastructure, water retention, parks, human resource programs such as workforce development, and other job creation or vocational programs other than governmental workforce development programs and faith-based initiatives; and
- r) To take such other actions that are authorized under Ohio law and are consistent with and will facilitate the implementation of the purposes of the Corporation..

ARTICLE III

Miscellaneous

Section 3.1. Amendments to the Plan. This Agreement and the Plan may be amended and supplemented from time to time provided that all such amendments and supplements shall be in writing, shall be duly approved by the Corporation and the County and shall be executed by the proper officers of each.

Section 3.2. No Prohibition on Independent Exercise of Governmental Powers. No provision, term or covenant contained in this Agreement and Plan shall be construed as prohibiting or limiting the County from independently exercising any and all powers it may have under the Constitution or laws of the State.

Section 3.3. Fiscal Matters. Nothing in this Agreement and Plan shall be construed as requiring the County, and the County shall not be required, to make financial contributions to the Corporation or shall be construed as permitting the Corporation to obligate the County except as expressly set forth in this Agreement and Plan; provided, however, that nothing in this Section shall be construed as a limitation on, or a prohibition on acting pursuant to, any terms and provisions in Ohio law providing for the fiscal matters of the Corporation, including, but not limited to, its receipt of penalties and interest collected on Current Year Unpaid Taxes and on Current Year Delinquent Taxes (each as defined in division (D) of Section 321.341 of the Revised Code) to the extent permitted under Section 321.341 and other applicable Sections of the Revised Code. In such regard, but only to the extent that the penalties and interest on such Current Year Unpaid Taxes and on Current Year Delinquent Taxes have been collected by the Treasurer of the County and deposited in accordance with division (C) of Section 321.341 of the Revised Code in the County Land Reutilization Corporation Fund established in accordance with Section 321.263 of the Revised Code, the Board of County Commissioners of Cuyahoga County shall appropriate the portion or all of such penalties and interest so deposited as shall have been requested by the Corporation.

Section 3.4. County Health Insurance Benefits. If (a) the Corporation requests in writing that its officers and employees be offered the opportunity to receive health care insurance under a health care insurance policy available to the employees and elected and appointed public officials of the County and (b) the Corporation agrees to pay, and pays, to the County any and all premiums payable for such health care insurance, then, the County, unless otherwise prohibited by law, may, at its discretion, include the officers and employees of the Corporation electing health insurance coverage as members of the health care insurance policies provided by the County for its employees and elected and public officials.

Section 3.5. Access to Other County Programs and Services. The County hereby agrees that the Corporation may enter into a contract with each of the County Automatic Data Processing Board pursuant to Section 307.846 of the Ohio Revised Code and the County Microfilming Board pursuant to Section 307.806 of the Ohio Revised Code. The County further agrees to make available to the Corporation internet connectivity for various protocols through the county wide area network, including HTTP, HTTPS, IMAP, SMTP, POP, FTP, SFTP, and others as needed, both inbound and outbound and IP telephony through the county phone switch. The Corporation hereby agrees to pay upon invoice the fees and costs for services and products rendered charged to other County agencies and departments utilizing such services and products. The County further agrees that unless prohibited by law the Corporation upon written request to the County shall have connectivity (including the use of hardware resources as necessary to facilitate the connectivity) to the IT network of the Treasurer's office for access to the Manitron system and to network of the other County offices for access to the various integrated systems and platforms serving such offices, including, but not limited to, the Cuyahoga County Enterprise GIS platform solely for the purpose of pursuing and achieving its purposes and mission. The Corporation agrees that in accessing the other systems and platforms of such County offices and the use of County hardware therefore that it shall pay upon invoice any fees or costs customarily charged to other County agencies and departments utilizing such systems. The County further agrees to assist the Corporation with future developments of new systems and platforms, subject to the mutual agreement of the parties as to the payment therefor.

Section 3.6. Term of Agreement. The term of this Agreement shall commence on the date first above written and shall continue in effect thereafter unless terminated in accordance with this Section 3.6. Each of the parties to this Agreement may terminate this Agreement and Plan upon written notice to the other party setting forth the termination date of the Agreement and Plan. The termination date (the "Termination Date") specified in the notice shall not be any earlier than the first day of the calendar month that immediately succeeds the first anniversary of the giving of written notice of termination. From and after the Termination Date no further actions, agreements, contracts, liabilities or obligations shall be initiated or incurred pursuant to this Agreement and Plan, but any action, agreement, contract, liability or obligation which has been commenced, entered into, initiated or incurred prior to the Termination Date shall not be affected by such termination and this Agreement and Plan shall remain in full force and effect as to any such action, agreement, contract, liability or obligation, and the Corporation shall continue as the agency of the County under this Agreement and Plan and the designation by resolution of the Corporation as agency of the County made by the Board of County Commissioners of Cuyahoga County for the purposes of full performance of all such actions, agreements and contracts, liabilities or obligations.

Section 3.7 Notices. All written notices required to be given by one of the parties hereto to the other party under this Agreement and Plan or under any sections of the Revised Code that relate to the function of the Corporation as the designated agency of the County for purposes of this Agreement and Plan shall, unless otherwise specified herein or in the Revised Code, be deemed duly given by delivering such written notice to the following electronic mail address of the intended recipient party or to the following first class mail delivery address of the intended recipient party to the attention of the proper party:

IF TO THE COUNTY:

First Class Mail:

Board of Cuyahoga County Commissioners
1219 Ontario Street, 4th Floor
Cleveland, OH 44113
Attention: Clerk of the Bd of Commissioners

Electronic Mail (e-mail):

jschmotzer@cuyahogacounty.us

IF TO THE CORPORATION:

First Class Mail:

Cuyahoga County Land Reutilization Corporation
323 Lakeside Avenue, Suite 160
Cleveland, OH 44113
Attention: President

Electronic Mail (e-mail):

gusfrangos@cuyahogalandbank.org
frangoslaw@yahoo.com


Any party may change its notice address upon written notice of such change to the other party; provided, however, that non-receipt of any notice by the recipient party shall not affect the efficacy of the notice if non-receipt was caused by a change in the recipient's notice address of which such recipient had not notified the party giving notice in accordance with this Section 3.7.

Section 3.8 Electronic Signature. By entering into this Agreement, I agree on behalf of the contracting entity, its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the documents. I also agree on behalf of the aforementioned entities and persons to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the County and the Corporation, by their duly authorized officers, have caused this Agreement and Plan to be executed as of the day and year first above written.

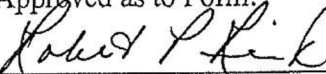
CUYAHOGA COUNTY LAND REUTILIZATION CORPORATION

By: 
Gus Frangos, President

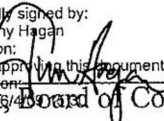
Attest:


Robert P. Rink, Esq. Secretary Pro Tem

Approved as to Form:


Robert P. Rink, Esq.

COUNTY OF CUYAHOGA, OHIO

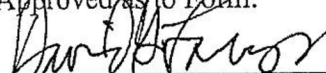
Digitally signed by:
Timothy Hagan
Reason:
I am approving this document
Location:
By: 
President, Board of County Commissioners

Attest:

Digitally signed by:
Jeanne Schmitzer
Reason:
Document is Certified
Location:

Clerk of the Board

Approved as to Form:


Ass't. County Prosecuting Attorney