

**IN THE COURT OF COMMON PLEAS  
CUYAHOGA COUNTY, OHIO**

**BAYVIEW LOAN SERVICING LLC,** )

**Plaintiff-Appellant,** )

**vs.** )

**CITY OF LAKEWOOD, et al.** )

**Defendant-Appellee,** )

**CASE NO. 10-729948**

**JUDGE JOHN D. SUTULA**

**STIPULATED ENTRY**

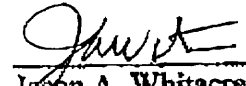
Now comes Plaintiff, Bayview Loan Servicing, LLC ("Plaintiff" or "Bayview"), and Defendant, City of Lakewood ("Defendant" or "Lakewood"), by and through their undersigned counsel and hereby agree to stipulate to the following facts and/or procedures regarding the property located at 1549-1559 Lakewood Avenue, Lakewood, Ohio 44107, permanent parcel number 315-11-114 ("the Real Estate").

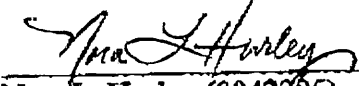
This matter was originally filed on June 22, 2010 as an Administrative Appeal pursuant to O.R.C. Section 2506.01, together with a Complaint for Injunction Concerning Demolition of Property and a request for a Temporary Restraining Order. On June 28, 2010, the parties discussed the related appeal and pursuant to those conversations, the parties agree and it is hereby ORDERED, ADJUDGED and DECREED as follows:

1. By virtue of this Stipulated Entry, the Plaintiff's Motion for Temporary Restraining Order is rendered moot, the parties having agreed to the terms set forth in this Stipulated Entry.
2. Plaintiff agrees to secure appropriate insurance for the Real Estate to protect the surrounding properties from damage due to fire, collapse or other safety issues stemming from the condition of the structure.

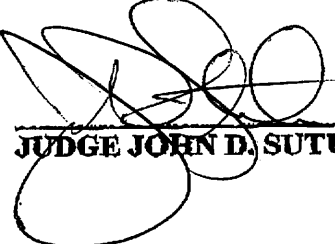
- 3. Plaintiff agrees and stipulates that in the event of a structural fire, due to the hazardous condition of the property and the manner in which it is boarded up, the Lakewood Fire Department will not be responsible for making an interior entry into the house in order to extinguish the fire. Plaintiff acknowledges that manner in which the structure was secured has rendered the property more hazardous for an interior fire attack and that entry into the structure in the event of a fire would subject the firefighters to imminent danger.
- 4. The parties further agree that neither Plaintiff nor Defendant will undertake any steps to make any alterations or demolitions of the structure without further order of the Court.
- 5. Plaintiff agrees to secure the structure, including, but not limited to, securing all windows and doors to eliminate the risk of continued vagrants and/or vandals from breaking in.
- 6. Neither Plaintiff nor Defendant stipulate to, or intend this to be an adjudication of the underlying claims raised by Plaintiff in its filings in this action.

Approved and Submitted:

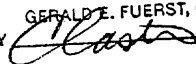
  
 Jason A. Whitacre (0077330)  
 Attorney for Plaintiff  
 Bayview Loan Servicing LLC

  
 Nora L. Hurley (0042785)  
 Director of Law  
 City of Lakewood

IT IS SO ORDERED:

  
 JUDGE JOHN D. SUTULA

RECEIVED FOR FILING

JUL 20 2010  
 GERALD E. FUERST, CLERK  
 BY  DEP.