



**MASTER
MEMORANDUM OF
UNDERSTANDING,**

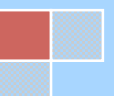
dated as of _____, 2011,

by and between the

**CUYAHOGA COUNTY
LAND REUTILIZATION
CORPORATION**

and the

CITY OF LAKEWOOD, OHIO



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MASTER MEMORANDUM OF UNDERSTANDING

THIS MASTER MEMORANDUM OF UNDERSTANDING (this “MOU”) is made and entered into and is effective as of this [REDACTED] day of [REDACTED], 2011 (the “Effective Date”), by and between the **CUYAHOGA COUNTY LAND REUTILIZATION CORPORATION** (the “CCLRC”), and the **CITY OF LAKEWOOD, OHIO** (the “City”), under the following circumstances:

WHEREAS:

- A. The CCLRC has been organized for the purposes of exercising the essential governmental purposes provided for under the Chapters 1724 and 5722 of the Revised Code and any ancillary purposes for which statutory authority has been given to the CCLRC under the Ohio Revised Code (the “Revised Code”) within Cuyahoga County, Ohio (the “County”), including, but not limited to, the following purposes: (1) facilitating the reclamation, rehabilitation and reutilization of vacant, abandoned, tax-foreclosed or other real property within the county; (2) efficiently holding and managing vacant, abandoned or tax-foreclosed real property pending its reclamation, rehabilitation and reutilization; (3) assisting governmental entities, such as the City, and other non-profit or for-profit persons to assemble, clear, and clear the title of vacant, abandoned, tax-foreclosed or other real property within the County in a coordinated manner; and (4) promoting economic and housing development of the county or region.
- B. Notwithstanding that the CCLRC has statutory authority to maintain, acquire, dispose of, rehabilitate and/or demolish properties within the City as it deems best, subject to the City’s applicable building, housing and Zoning Codes and the applicable federal and state laws, nevertheless the City and CCLRC jointly desire to cooperate in the reclamation, rehabilitation and reutilization of vacant, abandoned, tax-foreclosed or other real property within the City’s boundaries on the general terms, conditions and provisions set forth in this MOU.
- C. The CCLRC and the City have begun or upon execution of this MOU will begin discussions toward the mutual agreement with respect to the rights and obligations of each to be set forth in one or more of the Protocols which upon execution of such Protocols will become binding agreements between the parties.

NOW THEREFORE, the CCLRC and the City each agrees as follows:

ARTICLE I

DEFINITIONS; INTERPRETATION

Section 1.1. Short Title. This Master Memorandum of Understanding, including any and all amendments hereto, but not including any Protocols that may hereafter be executed by the parties, is hereinafter referred to as the “MOU.”

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Section 1.2. Definitions. In addition to the words and terms defined above, the following words and terms will have the meanings given such words and terms in this Section:

“Acquisition Protocols” mean the mutually agreed-upon rights, obligations and procedures, as set forth in the Acquisition Protocols’ Agreement, a basic form of which is attached to this MOU and upon the negotiation of all the terms and provisions and the execution of such Agreement is to be attached to this MOU as Attachment A, to be followed by the CCLRC and the City in connection with the acquisition of properties by either the CCLRC or the City.

“Demolition Protocols” mean the mutually agreed-upon rights, obligations and procedures, as set forth in the Demolition Protocols’ Agreement, a basic form of which is attached to this MOU and upon the negotiation of all the terms and provisions and the execution of such Agreement is to be attached to this MOU as Attachment B, to be followed by the CCLRC and the City in connection with the demolition of abandoned and vacant structures within the City.

“Disposition Protocols” mean the mutually agreed-upon rights, obligations and procedures, as set forth in the Disposition Protocols’ Agreement, a basic form of which is attached to this MOU and upon the negotiation of all the terms and provisions and the execution of such Agreement is to be attached to this MOU as Attachment E, to be followed by the CCLRC and the City in connection with the disposition of properties within the City.

“Maintenance Protocols” mean the mutually agreed-upon rights, obligations and procedures, as set forth in the Maintenance Protocols’ Agreement, a basic form of which is attached to this MOU and upon the negotiation of all the terms and provisions and the execution of such Agreement is to be attached to this MOU as Attachment C, to be followed by the CCLRC and the City in connection with the maintenance of properties within the City acquired by the CCLRC.

“Nuisance Abatement Protocols” mean the mutually agreed-upon rights, obligations and procedures, as set forth in the Nuisance Abatement Protocols’ Agreement, a basic form of which is attached to this MOU and upon the negotiation of all the terms and provisions and the execution of such Agreement is to be attached to this MOU as Attachment F, to be followed by the CCLRC and the City in connection with the maintenance of properties within the City acquired by the CCLRC.

“Protocols” mean, collectively, the Acquisition, Demolition, Disposition, Maintenance, Nuisance Abatement and Rehabilitation Protocols’ Agreements, and any additional Protocols’ Agreements that are entered into between the CCLRC and the City pursuant to this MOU.

“Rehabilitation Protocols” mean the mutually agreed-upon rights, obligations and procedures, as set forth in the Residential Rehabilitation Protocols’ Agreement, a basic form of which is attached to this MOU and upon the negotiation of all the terms and provisions and the execution of such Agreement is to be attached to this MOU as Attachment D, to be followed

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by the CCLRC and the City in connection with the rehabilitation of properties within the City acquired by the CCLRC.

“*Statutory Protocols*” mean the acquisition protocols created by S.B. 353 enacted by the 127th Ohio General Assembly and signed by the Ohio Governor on January 6, 2009 set forth in Article II of this MOU.

ARTICLE II

STATUTORY PROTOCOLS

Pursuant to S.B. 353 enacted by the 127th Ohio General Assembly and signed by the Ohio Governor on January 6, 2009 (as thereafter amended, the “County Land Bank Act”), a municipality which lies within a county that has established a county land reutilization corporation pursuant to the County Land Bank Act possesses certain preemptory rights with respect to properties within such municipality acquired or to be acquired by such county land reutilization corporation. These statutory rights, which the CCLRC hereby acknowledges and agrees to respect, shall be exercisable by the City and are as follows:

1. Municipal Preemption in Tax Foreclosures. Upon tax foreclosure by the County Treasurer against properties within the City, the City, if it has elected to adopt and implement the land bank procedures set forth in Sections 5722.02 to 5722.15 of the Revised Code, as well as the CCLRC, are eligible to take title to such tax-foreclosed properties, whether such eligibility arises by virtue of (a) deeds in lieu of foreclosure; (b) Board of Revision tax foreclosures; or (c) judicial foreclosure. In the event that both the CCLRC and the City seek to acquire such tax-foreclosed property, the right of the City to first acquire such property upon foreclosure shall preempt the right of the CCLRC to acquire such property upon foreclosure, and the City shall have first priority to acquire such property.

2. Right of First Acquisition by a Municipality The CCLRC and the City acknowledge that the CCLRC may acquire properties other than through tax foreclosures, including, but not limited to, acquisition by direct purchases and acquisitions from lenders, lender servicers, and government sponsored enterprises. Upon any such acquisition, the City shall have thirty (30) days from the date such acquisition is posted on the CCLRC’s website to indicate its desire to acquire said property. In the event that the City provides written notice to the CCLRC within such time of its desire to so acquire the property, then the CCLRC shall convey such property to the City within ninety (90) days after receipt of said notice, and in consideration thereof, unless otherwise agreed to in writing by the CCLRC, the City shall reimburse the CCLRC for or pay all of the CCLRC’s costs incurred in acquiring and holding such property, including all transactional costs associated with conveyance of the property to the City. In such event, the CCLRC shall convey to the City by quit claim deed the property so requested by the City. The City shall be responsible for paying the costs of any title examination, title policies or any other studies and inspections which it desires to obtain with respect to such property.

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If the City does not provide notice of its intent to acquire the property to the CCLRC within said thirty (30) days or, having given such notice, fails to reimburse the CCLRC for or pay all of the CCLRC's costs incurred in acquiring and holding such property, thereby preventing consummation of such acquisition in accordance the provisions of the immediately preceding paragraph, then the City may acquire such property, but only on terms, conditions, costs and purchase price as the parties shall negotiate.

ARTICLE III

LAND REUTILIZATION PROGRAM

Negotiation and Execution of Acquisition, Demolition, Maintenance, Rehabilitation and Disposition Protocols' Agreements. The CCLRC and the City may jointly develop and enter into: (a) an Acquisition Protocols' Agreement for the purposes of setting forth the rights and obligations of each in connection with the acquisition of properties within the boundaries of the City by either the CCLRC or the City; (b) a Demolition Protocols' Agreement for the purposes of setting forth the rights and obligations of each in connection with the demolition of any abandoned vacant structures within the City; (c) a Maintenance Protocols' Agreement for the purpose of setting forth the rights and obligations of each in connection with maintaining properties within the City during the period of ownership by the CCLRC or the City; (d) a Rehabilitation Protocols' Agreement for the purpose of setting forth the rights and obligations of each in connection with rehabilitating properties within the City during the period of ownership by the CCLRC or the City; (e) a Disposition Protocols' Agreement for the purposes of setting forth the rights and obligations of each in connection with disposing of properties within the City and (f) a Nuisance Abatement Protocols' Agreement. Upon execution thereof, each Acquisition Protocols' Agreement, Demolition Protocol's Agreement, Maintenance Protocols' Agreement, Rehabilitation Protocols' Agreement, Disposition Protocols' Agreement and Nuisance Abatement Protocols' Agreement shall be attached to this MOU as Attachment A, B, C, D, E or F, respectively, as applicable, until the termination of such Agreement.

ARTICLE IV

ALLOCATION OF COSTS OF PROTOCOLS

Each of the CCLRC and the City shall bear the costs of any of the Protocols utilized hereunder in accordance with the provisions set forth in each such Protocols.

ARTICLE V

OTHER PROTOCOLS REGARDING LAND

Nothing in this MOU shall prohibit the parties hereto from establishing from time to time or at any time additional Protocols regarding properties that come into the possession of either of the parties. In connection with the establishment of such other Protocols, the Protocols shall be attached to this MOU as additional Attachments.

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Section 6.6. Governing Law. This MOU shall is governed by Ohio law.

Section 6.7. Effective Date; Counterparts. This MOU shall take effect immediately upon delivery of an executed copy hereof to each of the parties hereto. This MOU may be simultaneously executed in several counterparts, all of which shall constitute one and the same instrument and each of which shall be, and shall be deemed to be, an original.

IN WITNESS WHEREOF, each of the CCLRC and the City has executed this MOU as of the date first set forth above.

CUYAHOGA COUNTY LAND REUTILIZATION CORPORATION (CCLRC)

By: _____

Title: _____

CITY OF LAKEWOOD, OHIO (City)

By: _____

Title: Mayor _____

ATTACHMENT A
TO THE MASTER MEMORANDUM OF UNDERSTANDING
DATED AS OF [REDACTED], 2011,
BETWEEN THE CUYAHOGA COUNTY LAND REUTILIZATION CORPORATION
AND
THE CITY OF LAKEWOOD, OHIO

ACQUISITION PROTOCOLS' AGREEMENT

1. **Acquisitions In General.** In connection with the proposed acquisition (other than through a foreclosure for delinquent property taxes) of vacant or improved land by the CCLRC within the boundaries of the City, unless otherwise agreed to in writing, the CCLRC shall deliver to the Department of Planning and Development by electronic mail (“e-mail”) notification of its intent to acquire one or more parcels of such land at least ten (10) days prior to its acquisition. The Department of Planning and Development shall coordinate, to the extent requested by the CCLRC, the CCLRC’s communication and interaction with the City’s Division of Housing and Building and the Departments of Law and Public Works.

2. **Residential Acquisition Protocols.** For purposes of this Acquisition Protocols’ Agreement, “residential” means a residential structure whose occupancy is limited to a single family, two families or three families. The CCLRC and the City hereby agree to the following protocols in connection with the acquisition of residential property within the City:
 - a. With respect to any parcel of residential property within the City which the CCLRC intends to acquire and on which there exists a residential structure that the CCLRC has no present intention of demolishing and intends to rehabilitate, the CCLRC shall be governed by the rehabilitation protocols in Appendix D hereto.
 - b. In the event that the CCLRC intends to demolish upon acquisition the main structure(s) on a parcel of property to be acquired by the CCLRC, the CCLRC shall be governed by the demolition protocols in Appendix B hereto, unless the CCLRC receives from the City no later than the date of issuance of the demolition permit or other approval required by the City’s codified ordinances in connection with the demolition of such residential structure a written notice that it does not want the CCLRC to demolish such main structure(s). In the event that the City timely delivers to the CCLRC a notice that it does not want the CCLRC to demolish such main structure(s) on such property, then the City agrees that it will purchase such property from the CCLRC within thirty (30) days of the delivery of its notice against demolition for a purchase price equal to the aggregate of the amounts that the CCLRC has expended for or in regard to such property.

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3. **Commercial and Industrial Acquisition Protocols.** For purposes of this Acquisition Protocols' Agreement, "commercial" or "industrial" mean a structure whose use and occupancy is regulated by the Ohio Building Code. The CCLRC and the City hereby agree to the following protocols in connection with the acquisition of commercial and/or industrial property within the City:
- a. *Marketing.* The City and the CCLRC shall enter into a written cooperative marketing agreement for all commercial and/or industrial property to be acquired by the CCLRC, provided that the provisions of such agreement may vary in their application to each parcel of commercial or industrial property.
 - b. *Property Specific Redevelopment and Management Agreements.* In connection with the proposed acquisition of commercial or industrial property by the CCLRC, the CCLRC and the City will consult each other regarding the need and appropriateness of utilizing a property-specific redevelopment and management agreement. For acquisitions of significant commercial and/or industrial properties (e.g. C/I properties exceeding zero (0) acres/sq. ft.) and for acquisitions of such properties in which the City participates and supports the application for grants or oversees re-subdivision or other property modifications, the use of such an agreement should be expected.

IN WITNESS WHEREOF, each of the CCLRC and the City has executed this Acquisition Protocols' Agreement as of the [redacted] day of [redacted], 2011.

CUYAHOGA COUNTY LAND REUTILIZATION (CCLRC)

By: _____

Title: _____

CITY OF LAKEWOOD, OHIO (City)

By: _____

Name/Title: Michael P. Summers, Mayor

ATTACHMENT B
TO THE MASTER MEMORANDUM OF UNDERSTANDING
DATED AS OF [REDACTED], 2011,
BETWEEN THE CUYAHOGA COUNTY LAND REUTILIZATION CORPORATION
AND
THE CITY OF LAKEWOOD, OHIO

DEMOLITION PROTOCOLS' AGREEMENT

- 1. Compliance with Codified Ordinances.** In connection with the demolition of a structure upon a parcel of property within the City acquired by the CCLRC, the CCLRC will comply with all provisions of Chapters 1133 & 1134 of the Codified Ordinances of the City and other applicable codified ordinances of which it has received written notice from the City apply to such demolition.
- 2. City Approval of Construction Documents; Contents Thereof.** The City shall have the right to approve, but solely on a basis consistent with any provisions of its codified ordinances relating to demolition of a structure, any and all construction documents prepared by the CCLRC with respect to demolition of a structure on a property located within the boundaries of the City. In addition to construction documents related directly to the demolition, the CCLRC shall include in or with the demolition construction documents the City's requirements for and limitations on fencing and posting of the site, together with the requirements for and limitations on both project and marketing signs ("Fencing, Posting and Signage") as may be provided by law. All Fencing, Posting and Signage at the demolition site shall be subject to the review and approval of the Division of Housing and Building.
- 3. City's Purchase of Property Prior to Demolition.** In connection with the application by the CCLRC or its contractor for a demolition permit for a main structure(s), the City may deliver to the CCLRC a notice that it does not want the CCLRC to demolish such main structure(s) on such property and that it will purchase such main structure(s) and land constituting the property from the CCLRC within thirty (30) days of the delivery of its notice against demolition for a purchase price equal to the aggregate of the amounts that the CCLRC has expended for or in regard to such property. If the City does not timely purchase such property, the CCLRC may proceed with its plans for demolition.
- 4. Sidewalks, Curbs and Driveway Aprons.** Prior to the demolition of any structure on a parcel of property within the City, the CCLRC shall contact the Division of Housing and Building of the City and inform it of the CCLRC's intent to demolish the subject structure and request from the City's Public Works Department, Division of Streets and Forestry that an assessment of the need for removal of the property's driveway apron and for modification of the right-of-way for sidewalk and curb replacement. The City shall set forth in writing the results of its assessment within 10 business days after the CCLRC's request for the same and shall deliver a copy of the assessment to the CCLRC. In the event that the City does not complete its assessment and notify the CCLRC, as

described in this paragraph 3, within the time period provided herein, the CCLRC may, but is not obligated to, proceed with the demolition of the structure, and the City shall be estopped from interfering with the demolition unless the CCLRC otherwise agrees in writing. This section shall apply only to sidewalks and curbs. Nothing in this section shall diminish any requirements contained in the Zoning or Building Codes for the demolition of a property.

IN WITNESS WHEREOF, each of the CCLRC and the City has executed this Demolition Protocols' Agreement as of the [redacted] day of [redacted], 2011.

CUYAHOGA COUNTY LAND REUTILIZATION (CCLRC)

By: _____

Title: _____

CITY OF LAKEWOOD, OHIO (City)

By: _____

Name/Title: Michael P. Summers, Mayor

ATTACHMENT C
TO THE MASTER MEMORANDUM OF UNDERSTANDING
DATED AS OF [REDACTED], 2011,
BETWEEN THE CUYAHOGA COUNTY LAND REUTILIZATION CORPORATION
AND
THE CITY OF LAKEWOOD, OHIO

MAINTENANCE PROTOCOLS' AGREEMENT

1. **Residential Maintenance Protocols.** For purposes of this paragraph 1 of this Maintenance Protocols' Agreement, "residential" means a residential structure whose occupancy is limited to a single family, two families or three families. Unless otherwise agreed to in writing, the CCLRC and the City agree as follows with respect to maintaining residential property pending its disposition under the Disposition Protocols in Attachment E:
 - a. The CCLRC shall attempt to maintain all front doors and windows in their original condition or replace front doors and windows as appropriate or necessary. Except as may be permitted under the City's Codified Ordinances in connection with a fire that has severely damaged the front of a residential structure, no boarding of the windows and doors of such structure is permitted except under the circumstances described in the next succeeding sentence. Notwithstanding the preceding sentence, the CCLRC may, at its discretion, board the rear door(s) of a residential structure or employ on such door(s) the use of a metal door guard, such as the Vandal Protection System™.
 - b. The CCLRC shall remove any accessory structures (such as sheds or garages) to the main structure down to their pad, if any, or, if no pad, the ground, if the CCLRC determines that their condition is such that such structures cannot be maintained and are not amenable to rehabilitation. In cases where it is necessary to remove an existing garage structure the CCLRC shall comply with all local code requirements related to replacement.

2. **Commercial Maintenance Protocols.** For purposes of this paragraph 2 of this Maintenance Protocols' Agreement, "commercial" means a structure whose use and occupancy is regulated by the Ohio Building Code. Unless otherwise agreed to in writing, the CCLRC and the City agree as follows with respect to maintaining commercial properties pending its disposition under the Disposition Protocols in Attachment E:
 - a. *Maintenance of Existing Tenants.* In connection with the maintenance of commercial properties acquired by the CCLRC, the CCLRC shall attempt to retain existing commercial tenants who are legally established at the time of its acquisition.
 - b. *Mothballing of Commercial Properties.* The CCLRC shall develop a plan for mothballing vacant commercial properties. Upon its development, a copy of

such a plan, and any subsequent additions to or amendments of such plan, shall be delivered to the Division of Housing and Building.

IN WITNESS WHEREOF, each of the CCLRC and the City has executed this Maintenance Protocols' Agreement as of the [redacted] day of [redacted], 2011.

CUYAHOGA COUNTY LAND REUTILIZATION (CCLRC)

By: _____

Title: _____

CITY OF LAKEWOOD, OHIO (City)

By: _____

Name/Title: Michael P. Summers, Mayor

ATTACHMENT D
TO THE MASTER MEMORANDUM OF UNDERSTANDING
DATED AS OF [REDACTED], 2011,
BETWEEN THE CUYAHOGA COUNTY LAND REUTILIZATION CORPORATION
AND
THE CITY OF LAKEWOOD, OHIO

RESIDENTIAL REHABILITATION PROTOCOLS' AGREEMENT

1. **Statement of Primary Goal.** The primary goal and guiding principle of the rehabilitation protocols is to produce a residential structure that is fully compliant with all applicable building and occupancy codes of the City, while at the same time making a good faith effort to ensure that such structure and land will have a market value no less than the market value of typical homes in the surrounding neighborhood. For purposes of this Residential Rehabilitation Protocols' Agreement, "residential" means a structure whose occupancy contains a dwelling unit.

2. **Rehabilitation In General.** The CCLRC shall acquire within the boundaries of the City property and structures which it determines are suitable, or which the City requests and the CCLRC concurs that it acquire as suitable, for rehabilitation and resale and shall commence rehabilitation as described in this section. If the CCLRC has acquired a parcel of residential property with the intent to rehabilitate the main structure thereon, it will make a good faith attempt to commence the rehabilitation within ninety (90) days of such property's acquisition.

3. **Critical House Systems.** In support of the primary goal of rehabilitation, the major systems of the house, namely: the roof envelope and the mechanical (HVAC), plumbing and electrical systems should be reviewed for replacement or upgrade.

4. **Minimum Rehabilitation Standards.** All rehabilitation should meet or exceed the minimum code mandated construction and energy efficiency standards as set forth in the "Residential Code of Ohio" as further set forth and described in Chapter 4101:8 of the Ohio Administrative Code or the "Ohio Building Code" as further set forth and described in Chapters 4101:1, 4101:2 and 4101:3 of the Ohio Administrative Code, as applicable. Such rehabilitation shall include, but not be limited to, the following standards:
 - a. **Roofing Standards.** Roofs where shingles exceed two (2) layers shall be given a complete tear off and replacement. All new roofs shall be constructed with a 240 lb. dimensional shingle of energy reflective light color laid over 30 lb. roofing felt installed per the manufacturer's specifications.
 - b. **Walls.** Wall systems for heated space which are not insulated shall be improved minimally with blown-in insulation, and preferably with interior installed insulation.
 - c. **Windows.** All windows shall be evaluated for replacement with modern energy efficient windows. Minimally, single pane window systems shall be replaced or improved with self-storing exterior storm windows.

- d. Electrical System. Residential electrical systems with sixty (60) amp. or fused distribution panels shall be upgraded to 100 amp service with circuit breakers.
- e. HVAC Systems. HVAC systems which appear more than 20 years old shall be replaced with at least a 90% efficient furnace. If the HVAC system does not include a central air conditioning component, the CCLRC and the City shall evaluate the feasibility of installing such a component, taking into consideration the prevalence of such a system in houses in the neighborhood, the ability to add such a system with the use of existing ductwork and whether the cost of adding such central air conditioning system is in proportion to the cost of all the rehabilitation work.
- f. Garage Requirement. A detached one car garage for a single family house shall be replaced by a two car garage, unless the CCLRC and the City otherwise agree to retain the detached one car garage. Unless otherwise approved by the Board of Zoning Appeals and the Department of Planning and Development, the number of garage parking spaces for two and three family houses, shall conform with the current codified ordinances of the City of Lakewood. In addition, all garage requirements in this paragraph are subject to compliance with all applicable local area and side lot requirements.

5. **City and Architectural Board of Review Approval of Rehabilitation**. With respect to the approval of construction documents related to the rehabilitation of property acquired by the CCLRC, the CCLRC agrees as follows:

- a. Approval of Rehabilitation Construction Documents. The CCLRC shall provide a copy of any construction documents prepared in connection with rehabilitation of a structure within the City to the City's Code Official when requested by such Official. The City's Code Official shall, within 10 business days, provide notice to CCLRC of any necessary approvals of the Board of Zoning Appeals, Planning Commission, Building Department, Architectural Board of Review or Board of Building Standards and Building Appeals.
- b. CCLRC Rehabilitation Contractors. The CCLRC will cause all of its contractors engaged in rehabilitation of a structure to obtain all permits as required under the regulations of the Building Department of the City. The CCLRC shall require in its contract with a contractor that such contractor report the full value or cost of all rehabilitation contracts, including, but not limited to, general construction, mechanical and electrical, in the general construction permit issued by the City, although the CCLRC expressly disclaims any liability for a contractor's breach of such requirement.
- c. Certificate of Occupancy. Upon the completion of rehabilitation, the CCLRC will request that the City inspect the rehabbed property and, if no housing or building code violations remain, the City shall issue a Certificate of Occupancy if and as required under Section 1173.01 of the City's Codified Ordinances for the legal transfer and occupancy of the subject property.

IN WITNESS WHEREOF, each of the CCLRC and the City has executed this Rehabilitation Protocols' Agreement as of the [redacted] day of [redacted], 2011.

CUYAHOGA COUNTY LAND REUTILIZATION (CCLRC)

By: _____

Title: _____

CITY OF LAKEWOOD, OHIO (City)

By: _____

Name/Title: Michael P. Summers, Mayor

ATTACHMENT E
TO THE MASTER MEMORANDUM OF UNDERSTANDING
DATED AS OF [REDACTED], 2011,
BETWEEN THE CUYAHOGA COUNTY LAND REUTILIZATION CORPORATION
AND
THE CITY OF LAKEWOOD, OHIO

DISPOSITION PROTOCOLS' AGREEMENT

1. **Disposition of Improved Residential Property.** For purposes of this Disposition Protocols' Agreement, "residential" means a structure whose occupancy is limited to a single family, two families or three families. The CCLRC shall use its best efforts to timely dispose of all residential property which it has acquired and which is improved with a habitable structure, subject to satisfactory completion of all rehabilitation to such structure in accordance with applicable ordinances and the rehabilitation construction documents, if any. The CCLRC will endeavor to sell such property to an owner that intends to live on the premises. The sale of such property to a party whose intent is to lease the property to a tenant is discouraged but is not prohibited by or under this Protocol.

2. **Proceeds of Sales of Improved Residential Property.** The CCLRC shall retain all proceeds from its sale of single family residential property improved with a habitable structure. After (i) the CCLRC's costs of acquisition, rehabilitation, taxes, sales and other carrying costs with respect to improved two and three-family residential property are first paid from the proceeds of the sale of such property and (ii) the City's costs of acquisition, rehabilitation, taxes, sales and other carrying costs with respect to improved two and three-family residential property are paid from the proceeds of the sale of such property, if any, that remain after the payment described in the preceding item (i), any proceeds further remaining from the sale shall be divided between the CCLRC and the City in the proportion that the amount of money that each expended on the two or three-family residential property represents of the aggregate amount expended by both on the two or three-family residential property.

3. **Disposition of Commercial and Industrial Property and Vacant Land.** For purposes of this Disposition Protocols' Agreement, "commercial" or "industrial" mean a principal structure whose occupancy contains either no dwelling units or more than three dwelling units. The CCLRC and the City hereby agree as follows with respect to the disposition of commercial property and vacant land:
 - a. *Availability of Commercial and Industrial Property.* The CCLRC and the City shall list the availability of all commercial and industrial properties on their respective websites.
 - b. *Review of Sales of Commercial and Industrial Property and Vacant Land.* All sales of commercial and industrial properties and vacant land by the CCLRC shall be subject to review of the City to help promote uses which are desirable in terms

of supporting existing development patterns and creating a positive mix of uses which promote overall maximization of employment tax revenue and commercial activity. Such uses shall meet the adopted zoning district and fit into adopted land use plans and the City's Master Plan.

- c. Development Agreements. All sales of commercial and industrial properties or and vacant land by the CCLRC shall be subject to a development agreement which requires a specific redevelopment or re-use within a specific period of time and subject to reversion of sale if target dates are not met.

- 4. **Proceeds of Sales of Commercial and Industrial Property and Vacant Land**. After (i) the CCLRC's costs of acquisition, rehabilitation, taxes, sales and other carrying costs with respect to commercial and/or industrial properties and vacant land are first paid from the proceeds of the sale of such property and (ii) the City's costs of acquisition, rehabilitation, taxes, sales and other carrying costs with respect to the commercial and/or industrial properties and vacant land are paid from the proceeds of the sale of such property, if any, that remain after the payment described in the preceding item (i), any proceeds further remaining from the sale shall be divided between the CCLRC and the City in the proportion that the amount of money that each expended on the commercial and/or industrial property and vacant land represents of the aggregate amount expended by both on the commercial and/or industrial property and vacant land.

IN WITNESS WHEREOF, each of the CCLRC and the City has executed this Disposition Protocols' Agreement as of the [redacted] day of [redacted], 2011.

CUYAHOGA COUNTY LAND REUTILIZATION (CCLRC)

By: _____

Title: _____

CITY OF LAKEWOOD, OHIO (City)

By: _____

Name/Title: Michael P. Summers, Mayor

ATTACHMENT F
TO THE MASTER MEMORANDUM OF UNDERSTANDING
DATED AS OF [REDACTED], 2011,
BETWEEN THE CUYAHOGA COUNTY LAND REUTILIZATION CORPORATION
AND
THE CITY OF LAKEWOOD, OHIO

NUISANCE ABATEMENT PROTOCOLS' AGREEMENT

1. **Agency Relationship.** The CCLRC agrees to act as the agent of the City for one or more of the purposes described in Ohio Revised Code Section 715.261(E), as may be amended from time to time, upon the written request of the City in the form described in the immediately succeeding paragraph 2 and written acceptance of the CCLRC in the form described in paragraph 3 below.
2. **Written Request by City.** The written request by the City shall contain the following information: (a) the property address; (b) the owner(s) of record; (c) the permanent parcel number; (d) the requested action(s) to be undertaken by the CCLRC; (e) date(s) of issuance of any citations, with copies enclosed; (f) date(s) of any nuisance declaration by City Council, including any specifications for repair or maintenance, with copy of Resolution enclosed; (g) statement of compliance with all applicable notice requirements to all parties that have a legal or equitable interest in the parcel as reflected in the public record, with copies enclosed; (h) notice of all Codified Ordinances of the City applicable to the requested action, with copies enclosed; (i) designation of City official responsible for oversight and inspection; and (j) any other information reasonably requested in writing by the CCLRC.
3. **Written Acceptance by CCLRC.** Upon receipt of a written request from the City as detailed in paragraph 2 above, the CCLRC shall respond in writing within thirty (30) days of receipt of such written request from the City indicating their acceptance or rejection of the proposed agency relationship for a specific property/action. Such written acceptance shall designate a CCLRC official responsible for oversight of the action.
4. **Collection of Costs Incurred.** In the event that the CCLRC agrees to act as the City's agent in connection with any purpose described in Ohio Revised Code Section 715.261(E), the City agrees that the total cost of such action(s) may be collected by the CCLRC pursuant to Ohio Revised Code Section 715.261(B). The City further agrees to make no claim to any amount collected by the CCLRC in accordance with any expenditure by the CCLRC in accordance with this Agreement.

5. **Term.** The term of this Agreement shall be indefinite and may be terminated by either party hereto upon thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, each of the CCLRC and the City has executed this Nuisance Abatement Protocols' Agreement as of the [redacted] day of [redacted], 2011.

CUYAHOGA COUNTY LAND REUTILIZATION (CCLRC)

By: _____

Title: _____

CITY OF LAKEWOOD, OHIO (City)

By: _____

Name/Title: Michael P. Summers, Mayor