

MEMORANDUM OF UNDERSTANDING
of the Lucas County Land Reutilization Corporation, an Ohio community improvement corporation, and the City of Toledo, an Ohio municipal corporation

This Memorandum of Understanding ("MOU") is made and entered into by and between the Lucas County Land Reutilization Corporation, an Ohio community improvement corporation (the "Land Bank"), and the City of Toledo, an Ohio municipal corporation (the "City"), known collectively herein as "the Parties," for the purposes of furthering the mutual goals of the Parties, furthering collaboration between the Parties, establishing policies and procedures that allow the Parties to undertake their respective business collaboratively and concurrently, and for all other purposes that further the mutual goals and interests of the Parties.

This MOU is made effective as of **July 5, 2016** (the "Effective Date"). This MOU is intended to supersede and replace the MOU entered into between the City and the Land Bank on May 17, 2011 and revised on September 10, 2012 and September 4, 2014. The City is authorized to enter into this MOU pursuant to Ordinance 238-16 passed by Toledo City Council on July 7th, 2016.

The Land Bank has been organized under Sections 1724 and 5722 of the Ohio Revised Code to further its goals of strengthening neighborhoods by returning vacant and abandoned property to productive use, strategically acquiring properties to reduce blight, promoting economic development, increasing property values, and thereby improving the quality of life of all Lucas County residents, and for any additional lawful purposes consistent with these goals.

The Parties desire to collaborate and cooperate in furthering the goals of the Land Bank through the reclamation, rehabilitation and reutilization of vacant, abandoned, tax foreclosed or other real property located in the City of Toledo, Lucas County, Ohio.

This MOU formalizes discussions between the Parties toward entering into a binding agreement with respect to the rights, duties and obligations of the Land Bank and the City, and the Parties collectively, subject to further amendment and revision as described herein.

THEREFORE, the Land Bank and the City each agrees to the following:

ARTICLE I
Definitions

All terms and words used in this MOU and not defined in Article I are to be defined by their plain usage and meaning. If the Parties discover any terms and words in this MOU that the Parties believe are not clearly defined herein, the Parties shall define such terms and words in the way most consistent with the overriding mutual goals of the Parties.

All terms defined in Article I are so defined for the purposes of the Articles of this MOU and any Appendices attached to this MOU.

"City of Toledo" means the government of the City of Toledo, Ohio, and all of its departments, divisions, and offices, and is used interchangeably herein with the "City."

"City Land Inventory" means the municipal land reutilization program operated by the City of Toledo, or any land owned by the City of Toledo, and is not used interchangeably herein with "Land Bank."

"Lucas County Land Reutilization Corporation" means the county land reutilization corporation organized and incorporated in Lucas County, Ohio, and is used interchangeably herein with the "Land Bank."

"Neighborhood Initiative Program" means the demolition funding program administered through the Ohio Housing Finance Agency in which the Land Bank is an awardee, as amended from time to time.

"Residential" means a property that contains a structure zoned for residential use, or is currently or has been used as a residential dwelling, has one-four-dwelling units and possesses a unique address. This definition encompasses mixed use structures that otherwise meet the listed criteria.

"Demolition" means the demolition of an abandoned residential structure, including tear down, clean-up, grade, seed and hauling, that conforms to the specifications and rates set forth in the Neighborhood Initiative Program and Appendix B, attached.

"Unit" means a private residential dwelling within a structure that has its own means of entrance separate from any other dwellings within the structure.

ARTICLE II Acquisition and Disposition

Statutory Protocols. Pursuant to S.B. 353 enacted by the 127th Ohio General Assembly and signed by the Ohio Governor on January 6, 2009, and as thereafter amended through H.B. 313 and signed by the Ohio Governor on May 7, 2010, a municipality that lies within a county that has established a county land reutilization corporation possesses certain preemptory rights with respect to properties that are or may be acquired by the county land reutilization corporation.

These statutory rights, which the Parties hereby acknowledge and agree to respect, shall be exercisable by the City at its discretion, and include the following:

Procedures for Transfer of Property. In order to facilitate the return of vacant and abandoned property to productive use, which is a primary objective of both the City and the Land Bank, the Parties hereby agree that if one Party wishes to acquire title to real property that the other owns or expects to acquire, the requesting Party shall provide the other Party with notice that it wishes to acquire title to the property in question. Such notice shall be provided as follows:

If to the City:	City of Toledo Department of Development, Real Estate Division One Government Center, 22 nd Floor Toledo, OH 43604
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If to the Land Bank:	Lucas County Land Bank Attn: President One Government Center, Ste. 580 Toledo, Ohio 43604
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Either Party shall either grant or deny a request to acquire property within ten (10) days of receipt of the request. If a Party grants a request to acquire title, the Parties shall enter into a purchase agreement for the property. Property shall be transferred between the Parties for nominal or no monetary consideration, unless otherwise agreed to by the Parties. Closing shall occur within thirty (30) days from the date of the purchase agreement and shall not require a face-to-face meeting prior to closing. The Land Bank shall record the deed conveying title to the property unless otherwise directed by the City. No Party may deny a request to acquire property without good cause.

The Parties recognize that pursuant to R.C. §§ 5722.03-.04, the City may directly acquire non-productive land that is subject to a pending tax foreclosure action before such land is set for auction at sheriff's sale, or from the forfeited non-productive land list, and has first priority to acquire non-productive land. If the City wishes to exercise its preemptory right to acquire non-productive land, it may direct the Land Bank to directly convey title to such land. The Land Bank shall honor such direction, but only with respect to non-productive land on which the City would have had the ability to exercise its statutory preemptory right of acquisition. If the City does not direct the Land Bank to convey title in such non-productive land to the City within thirty (30) days of the Land Bank's acquisition of such property, the Land Bank shall not be under an obligation to convey title in such property to the City.

Acquisition Costs. If the City acquires property through the Land Bank, the City agrees to reimburse the Land Bank for any costs the Land Bank incurs in acquiring that property, including without limitation: (i) acquisition costs for properties acquired from the forfeited lands list, (ii) holding costs incurred by the Land Bank in the ordinary course of business (e.g., storm water charges); (iii) costs for the prosecution of the tax foreclosure case associated with the property to be acquired; and, (iv) any other costs incurred by the Land Bank. The Land Bank may waive the collection of these costs at its discretion.

Agreement to Hold and Maintain Vacant Land. Pursuant to the Neighborhood Initiative Program Guidelines, the Land Bank is required to acquire and hold properties on which demolition will occur under the program for a minimum period of three (3) years following the imposition of the open-end Neighborhood Initiative Program mortgage on the property (the "holding period"). Accordingly, in order to utilize the funding available under the Neighborhood Initiative Program, the Land Bank will acquire and demolish structures on properties for which it does not have a long term end use. The Land Bank will maintain these properties at its cost and expense for a minimum period of three years from the date of demolition, but will not be in a position to hold and maintain these properties following the expiration of the holding period. The Parties further recognize that from time to time the Land Bank will acquire title to properties located in the City of Toledo for which it does not have a long term end use.

To further the mutual goals of the Parties and to allow the Land Bank to maximize the funding available to it under the Neighborhood Initiative Program and support necessary demolition and nuisance abatement work within the City of Toledo, the Land Bank shall transfer all vacant land for which it does not have a long term end use to the City for long term holding and maintenance. Such transfers shall be on a rolling basis as properties become eligible, commencing on the Effective Date with the date of this MOU and no later than December 31, 2024.

For purposes of this Section, "eligible" vacant land means vacant land that is not encumbered by a lien or mortgage under the Neighborhood Initiative Program.

Municipal Preemption in Tax Foreclosures. Upon tax foreclosure by the County Treasurer against properties within the City, the Land Bank and the City are each eligible to take title to such property, whether through deed in lieu of foreclosure, Board of Revision tax foreclosure, or judicial tax foreclosure. In the event that both the Land Bank and the City wish to acquire such tax foreclosed property, the City shall have the first right and priority to acquire such property following tax foreclosure, but shall exercise this right through the Land Bank, in accordance with the procedures for acquisition set forth herein.

ARTICLE III

Indemnification of Land Bank from Liability for Special Tax Assessments

The Parties hereby acknowledge that the City does not enforce its special tax assessments with respect to properties held in the City Land Inventory, except for certain bonded tax assessments. Accordingly, and as consideration for the Land Bank taking title to, maintaining, demolishing or marketing real property located in the City of Toledo that is vacant, abandoned, or difficult to market, and for the purposes of facilitating these activities, the City shall not enforce any non-bonded special tax assessments that it has placed on property the Land Bank owns. The Land Bank shall be liable for any such bonded special tax assessments.

Prior to providing the special tax assessment certification annually to the County Auditor, the City shall remove any special tax assessments that the City has agreed to waive under this MOU from Land Bank owned parcels. The City shall separately provide the Land Bank with an annual list of parcels owned by the Land Bank in which bonded tax assessments have been imposed and will be collected. Property the Land Bank owns shall not be subject to non-bonded special tax assessments for the remainder of the tax year in which the property transfers to a private owner.

ARTICLE IV

Demolition Protocols

Demolition Work Performed by City. The City and Land Bank will cooperate and assist each other in the performance of demolition work in the City, including those projects funded by the Neighborhood Initiative Program.

The Land Bank will engage the City of Toledo as its primary non-profit demolition contractor. At its discretion, the Land Bank may engage third party, for-profit contractors to supplement the performance of demolition work in the City. Any contracts entered into between the Land Bank and third party contractors shall be governed exclusively by the terms agreed upon by the Land Bank and the third-party contractor.

The City, to the fullest extent permitted by law, extends its nuisance abatement authority as set forth in Section 1726 of the Toledo Municipal Code ("TMC") to the Land Bank for the purpose of assistance with the performance of demolition work in the City. Such authority shall include the City's right to enter, inspect, and abate public nuisances, and the City's authority to salvage items and materials in the course of abating public nuisances. The City reserves the right to terminate the extension of this nuisance abatement authority at the City's sole and absolute discretion. Such termination shall be effective upon the Land Bank's receipt of written notice of termination from City.

All demolitions undertaken under this MOU and funded by the Neighborhood Initiative Program shall further the goals of and shall comply with the policies, terms, and conditions of the Neighborhood

Initiative Program Grant Agreement and Program Guidelines, available at <http://www.ohiohome.org>. Demolition work undertaken within the City of Toledo shall comply with the laws or regulations of the City of Toledo and the State of Ohio.

Demolition Procedures. The Land Bank shall coordinate all demolition activities through the City, Division of Streets, Bridges and Harbor which shall serve as the primary point of contact for all demolition related activities between the Parties.

Through December 31, 2020, the Land Bank will schedule all pre-demolition work necessary to prepare properties for lawful demolition in the City, including natural gas, electric, water, and sewer utility disconnections; asbestos survey, abatement and notification in accordance with Ohio EPA and NESHAP rules and regulations; and rodent abatement. Except with respect to rodent abatement, the Land Bank will keep and retain records related to the completion of this pre-demolition work which otherwise would be kept and retained by the City in the ordinary course of business. On and after January 1, 2021, the Land Bank shall return the scheduling and record retention of all pre-demolition work to the City and its appropriate departments and divisions with appropriate notice and a reasonable opportunity to re-integrate this work into City departments and divisions.

When an emergency demolition order is issued by the Chief Building Official of the City on a property owned by the Land Bank, the City shall provide the Land Bank with a copy of the emergency order and Notification of Demolition and Renovation form submitted by the City to the Ohio EPA within 1 business day following the issuance of the emergency demolition order.

If a property is owned or likely to be owned by the Land Bank in order to abate a nuisance through demolition and the City requests a priority demolition outside of the ordinary demolition schedule, the Land Bank may either donate the property to the City at no cost so that it may accomplish the demolition directly or permit the City to demolish the property under the City's public nuisance authority and then transfer the property to the City upon the Land Bank's acquisition of title. If a property is transferred to the City for priority demolition or demolition work is completed under the City's public nuisance authority prior to the Land Bank's ownership, the City acknowledges that Neighborhood Initiative Program funding will be unavailable to pay the costs of that work.

After being notified by the Land Bank that all pre-demolition work has been lawfully completed, the City shall issue a Proceed Order permitting the demolition work to commence. The commencement date for all demolition work undertaken by the City shall be the same as the date of the Proceed Order issued by the City for that property and the completion date shall be no later than 45 days from the date of commencement.

The City shall be permitted to directly engage subcontractors for any demolition work with prior notice and the authorization of the Land Bank. This MOU shall be binding on any subcontractors the City hires to undertake any demolition work, authorized or otherwise.

Specifications for Demolition Services Provided by City. Demolitions shall be considered complete when the following specifications have been met:

- a. Demolish primary residential structure and all ancillary structures on property, including garages and sheds, and all paved surfaces, including driveways, private walkways and patios.
- b. Haul debris from the demolition sites to an appropriate landfill for disposal, and make available verified original receipts from an approved land fill or dump site evidencing that the debris has been disposed of in a proper manner when requested.

- c. Remove the foundation to at least 18 inches below the finished grade, dispose of properly, and crush the basement floor to allow for proper drainage at the site.
- d. Retain sidewalks and public right of ways unless otherwise indicated. Damage to a sidewalk or public right of way must be corrected or repaired within 30 days from the date of damage.
- e. In-fill of foundation with materials that meet or exceed the trade standard that will allow a proper grade on the finished lot, and that will allow grass to grow on the finished lot.
- f. Following the removal of the structure(s) and the hauling of debris, provide a finished site that is level and free from debris, including along lot lines, and that is properly graded and compacted. Cover the site with at least 1" top soil, seed the site at a rate of 6 lbs per 1000 sq. ft., and provide a cover of straw if necessary. City is responsible for ensuring that grass is growing on the site and that the site can be safely mowed and maintained.
- g. Secure any necessary permits or proceed orders related to the demolition and hauling of a residential structure, and provide written proof of same when requested.
- h. Provide all necessary protections and take all necessary precautions that are required to protect workers and bystanders from injury during the entirety of the demolition process.
- i. Maintain property and keep property and surrounding area clean and free from excess debris on a daily basis during the course of demolition and following completion of demolition.
- j. Perform all work in a professional, safe and/or workmanlike manner, and not undertake or participate in any unlawful activities.

Compensation and Invoicing. The Land Bank shall compensate the City in the amount of \$6,489.00 for demolition on a per address basis. The City acknowledges that the demolition work is provided to the Land Bank as a core governmental function of the City, at cost, and without profit.

Compensation shall be itemized as follow:

- **\$5,000.00** for the labor, equipment, and materials to tear down all improvements on the site, haul and dispose of all debris and pay associated dumping fees;
- **\$200.00** for the labor, equipment and materials to grade the site, lay top soil, seed for consistent grass growth, and related greening expenses;
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- **\$1,000.00** for the labor, equipment, and materials to disconnect water and sewer utility service on the site.
- **\$289.00** for the issuance of permits, proceed orders, and related work.

The City shall provide the Land Bank with an invoice itemized to each property address no later than 10 days following the completion of the demolition. The Land Bank shall make payment to the City within 30 days of receipt of the invoice in accordance with this MOU and unless there is cause to withhold payment.

Retainage. Notwithstanding the foregoing, the Land Bank shall withhold 10% of the invoiced compensation (the "Retainage") for a period of up to 90 days to verify that all specifications were met on the site. The Land Bank will release the Retainage to the City once required site specifications

have been met. If the City fails to make reasonable efforts to ensure that the specifications of this MOU are met, the Land Bank may withhold all or part of the Retainage in order to correct such deficiencies in the Land Bank's sole discretion, with prior written notice to the City and reasonable opportunity to remedy the deficiency. The Land Bank may waive enforcement of this provision in the Land Bank's sole discretion.

Accounting and Recordkeeping. For every property to be demolished by the City, the City shall provide written notice and copies of all associated documents to the Land Bank at the following stages in the demolition process:

- Upon issuance of the order declaring the property to be demolished as a public nuisance if applicable;
- Upon issuance of the Proceed Order for the demolition of the property (at least 48 hours prior to demolition);
- Upon completion of the demolition (all materials have been hauled and the site has been graded and seeded), photos of the property before, during and after demolition;
- Upon the City being presented with claims from third parties.

Salvage. The Land Bank may permit its authorized representatives to salvage materials obtained from properties demolished for the purposes of recycling or reusing such materials in connection with demolitions undertaken in the City, where feasible. Salvage shall comply with the terms of TMC §1726.05(e).

City Liable for Error, Delay, or Inadequate Performance. If as a direct result of City's delay, error, or inability to complete the work, Land Bank is unable to utilize funding otherwise available for demolition, or incurs additional costs relating to environmental assessment or abatement or any other activities related to demolition, the City shall be solely responsible for these costs, and Land Bank shall be entitled to withhold compensation accordingly. Failure of the City to perform in a safe, professional, and workmanlike manner shall be grounds for the Land Bank to withhold future demolition work from the City.

City's Warranties. The City represents and warrants that: (i) all employees, agents, and subcontractors engaged in demolition and related activities are fully trained, licensed and certified in their respective areas of work.; (ii) adequate liability and property damage insurance, whether self-insured or insured by a third party, is in full force and effect to the extent the City is not immune from liability as a political subdivision under Ohio law; (iii) employees participating in the City's demolition work are covered by Ohio's Workers' Compensation Program; (iv) the City is not debarred from federal or Ohio contracts; (v) the City has Drug Free Workplace, Equal Employment Opportunity, and Ohio Ethics and Conflicts of Interest Law policies that are actively enforced; and (vi), to the extent the City is paid for work under the terms of this MOU, the City shall not file any mechanic's liens against properties owned by the Land Bank.

Land Bank's Right to Suspend Work. The Land Bank may order the City to suspend work, with or without cause, for a period of time at the Land Bank's discretion. The City shall not be liable for damages arising from a delay in work resulting from Land Bank's suspension of work.

Regular Communication. Representatives from the City and the Land Bank shall meet regularly to discuss issues relating to demolition work undertaken in the City.

ARTICLE V
Nuisance Abatement

The Parties acknowledge that the Land Bank is actively working to correct nuisance conditions not caused by the Land Bank on properties the Land Bank owns, either through demolition, rehabilitation, or maintenance. In consideration of the Land Bank's efforts in the City, the City shall not issue code enforcement citations, Beautification Action Team work orders, or associated invoices to the Land Bank, but may choose to abate nuisance conditions on properties the Land Bank owns at the City's sole discretion and expense.

ARTICLE VI
Fire Escrow Protocols

The City and the Land Bank shall collaborate in order to facilitate the abatement of public nuisances resulting from structure fires, specifically with respect to those properties that have existing fire escrow accounts with balances that can be utilized for abating nuisance conditions. This Fire Escrow Nuisance Protocols Article shall govern the relationship between the City and the Land Bank for purposes of undertaking this work.

Fire Escrow List. The City shall quarterly provide the Land Bank with an updated list of all properties that have existing fire escrow account balances held by the City. The list shall include the fire escrow balance and date the fire escrow account was established.

The City and the Land Bank shall regularly review the fire escrow list to determine which structures have incurred or may incur costs associated with demolition, repairs, or securing that are eligible for reimbursement from the fire escrow account.

The City shall provide the Land Bank with notice when proceeds from any active fire escrow accounts are disbursed to property owners or other third parties. Such notice shall include the amount disbursed, the date of disbursement, and the party to whom the proceeds were disbursed.

Reimbursement of Costs for Remediation of Nuisance Structures. With respect to properties with existing fire escrow balances that the Land Bank has incurred fire escrow eligible expenses to demolish, secure, or repair, the City shall reimburse the Land Bank out of the property's fire escrow balance for costs the Land Bank has incurred in undertaking such work. Reimbursement shall be in an amount equal to the actual hard costs incurred, plus an administrative fee of 30% of the actual hard costs incurred.

The Land Bank may demolish structures with fire escrow proceeds when necessary to abate the nuisance, at its sole discretion, utilizing the City as demolition contractor when feasible.

Invoicing. Before receiving reimbursement under this Article, the Land Bank shall provide an invoice to the City for the costs incurred in undertaking demolition, including the 30% administrative fee. The City will use its best efforts to reimburse the Land Bank within 30 business days from the date of invoice.

The City shall not be required to reimburse the Land Bank for an amount greater than the fire escrow balance. If the Land Bank invoices the City for demolition, securing, or repair work for an amount that

exceeds the funds available in the fire escrow balance for that property, the City may submit in full satisfaction of the invoice an amount equal to actual funds available. In such cases the Land Bank may request documentation demonstrating that the invoiced amount exceeded the actual funds available (escrow balance) for that property.

Invoices from the Land Bank to the City shall be directed to:

Director
City of Toledo, Department of Neighborhoods
One Government Center, Suite 1800
Toledo, OH 43604

ARTICLE VII Maintenance Protocols

The Land Bank and its agents shall maintain all of the properties it owns in a manner consistent with the following specifications:

- a. The Land Bank shall endeavor to maintain property in such a way that maintains the property values of adjacent and nearby properties, and that ensures the future marketability of the property.
- b. The Land Bank shall mow the properties it owns at least once monthly during all growing months, or at the discretion of the Land Bank. The Land Bank or its agent shall mow to the length of 4-6 inches or lower at each mowing.
- c. The Land Bank shall trim any additional vegetation on a vacant unimproved property or on the frontage of improved property on a regular basis and to a standard at least equal to that of the City of Toledo.
- d. The Land Bank shall endeavor to keep property free from litter and debris.
- e. The Land Bank shall endeavor to board or otherwise secure any open entry points on any vacant structures that the Land Bank owns if not already boarded or secured by City representatives.
- f. The Land Bank shall maintain all properties that it owns in a manner consistent with the Maintenance Protocols provisions set forth in the Land Bank's Policies and Procedures.
- g. The Land Bank or its agent shall maintain multi-family, commercial, and industrial properties in the same manner that it shall maintain its single family residential properties, except that the Land Bank shall be under no obligation to maintain the property under this section if the property is located adjacent to a parcel or parcels that are not maintained or are in a natural state, or that are not located in a residential area, to the extent that the lack of property maintenance will not have an adverse effect on property values for the surrounding area or on the future marketability of the property or to the extent the lack of maintenance does not impose a threat to public health or safety.

ARTICLE VIII

Term; Amendment; Construction; Notices; Assignment; Termination

Term of MOU. Subject to the termination provisions below, this MOU shall be in effect until December 31, 2024, and may only be amended or terminated prior to this date by mutual written agreement of both Parties.

Amendment of MOU. This MOU may be amended at any time by the written mutual agreement of both Parties. Any such amendments shall be executed by the Parties. If at any time the Parties choose to amend this MOU, the Effective Date of this MOU shall be changed to reflect the date of the execution of the most recent amendment or amendments.

Construction of Provisions of MOU as Severable. If any specific provision of this MOU are forbidden by law, unenforceable, or terminated under the procedures set forth herein, then such provision shall be rendered without effect. If any provision is rendered without effect such provision shall be construed as severable from the remainder of the MOU, and the remainder of the MOU from it, and to the extent possible the remainder of the MOU shall be construed as operating without the stricken provision.

Notices. All notices, requests and correspondences made from the Land Bank to the City shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed by regular mail to the following addresses, unless otherwise indicated in this MOU:

If to the Land Bank:	Lucas County Land Reutilization Corporation One Government Center, Ste. 580 Toledo, OH 43604 Attn: President
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If to the City:	Office of the Mayor One Government Center, Suite 2200 Toledo, OH 43604
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The City shall endeavor to forward any notices, requests and correspondences to City departments as it sees relevant.

Successors and Assigns; Parties in Interest; Assignment. The provisions and covenants set forth and agreed to herein shall extend to and be binding upon the successors and assigns of the Land Bank and the City, and such provisions and covenants shall bind such successors and assigns jointly and severally. All of the provisions and covenants hereof shall be held to be for the sole and exclusive benefit of the Land Bank and the City, and no third party shall be deemed the beneficiary of such covenants and provisions, except by mutual written agreement of the Parties. Neither Party may assign any part or all of its rights or obligations under this MOU to a third party without prior written agreement of the non-assigning Party.

Incorporation of MOU into the City's Land Reutilization Program. A copy of this MOU shall be attached to the City's Policy and Procedures Manual governing the City's Land Reutilization Program, City Land Inventory, and "Federal" Land Inventory, as applicable. Nothing in this MOU shall be construed as limiting or restricting the City's ability to follow its Policies and Procedures Manual with respect to the City's internal activities, or activities the City undertakes pursuant to agreements with third parties.

Transparency of MOU. A copy of this MOU shall be posted publicly on the Land Bank's website. Nothing in this MOU shall be construed as being in conflict with the Land Bank's Policies and Procedures, and to the extent any provision of this MOU is found to be inconsistent with the Land Bank's Policies and Procedures such provision shall be severable from the MOU as set forth herein.

Right of Termination; Termination Notice. Either Party (the "Terminating Party") may terminate and abandon its obligations and commitments under this MOU upon six months written notice to the other all party (a "Termination Notice") in the event the Terminating Party reasonably believes: (i) the other Party will be unable to perform or complete any action for which it has made a commitment hereunder, which action is material to the performance by the Terminating Party of its commitments hereunder; (ii) after good faith and commercially reasonable efforts under the circumstances by the Terminating Party, the Terminating Party will be unable to perform or complete any action which is material to its performance and completion or the performance and completion of any other Party; or, (iii) one or more of the purposes and objectives of this Memorandum of Understanding, as described herein, will not be realized as and within the time-frames contemplated herein. The Termination Notice will identify the action or actions, the failure of which gives rise to the Termination Notice and, if possibly, any possible resolution or alternative action, the performance of which, would allow the Terminating Party to withdraw its Notice of Termination and proceed with its commitments under this Memorandum of Understanding.

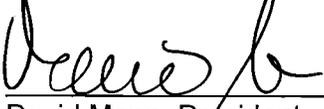
Resolution of Reason for Termination Notice. Upon receipt by a Party of a Termination Notice, the parties will meet and work together diligently and in good faith to attempt to resolve the concerns of the Terminating Party described in the Termination Notice, identify the actions which, if performed and completed, would allow the Terminating Party to withdraw its Termination Notice, and provide reasonable assurances to the Terminating Party that such alternative actions will be timely performed. In the event the parties to this MOU provide the Terminating Party with reasonable assurances that the actions described in the Termination Notice will be performed and completed within a reasonable time from the date initially required for completion of such actions and in no case beyond six months from such initial date, or that an alternative action will be performed and completed such that the benefits provided by such alternative action provide benefits to the Terminating Party reasonably comparable to the actions identified in the Termination Notice, then the Terminating Party will withdraw its Termination Notice by notice in writing to the other parties to this MOU.

Effective Date of Termination. In the event the Terminating Party is not required to withdraw its Termination Notice as provided in this MOU or does otherwise not withdraw its Termination Notice or extend the effective date of termination as provided in such Termination Notice, then the parties' respective commitments and obligations under this MOU will terminate and they will be released from the same, without liability or further obligation, effective on the later of: (i) the date which is six months from the date of the Termination Notice; or, (ii) the date of termination set forth in the Termination Notice.

[Signature Page Follows]

INTENDING TO BE LEGALLY BOUND, the Lucas County Land Reutilization Corporation and the City of Toledo have executed this Memorandum of Understanding as of the Effective Date.

LUCAS COUNTY LAND REUTILIZATION CORPORATION



David Mann, President

CITY OF TOLEDO, OHIO



Paula Hicks-Hudson, Mayor

APPROVED AS TO CONTENT

 7/12/14

Office of the Mayor

APPROVED AS TO FORM



Department of Law 7/12/14