

## MASTER MEMORANDUM OF UNDERSTANDING

This Master Memorandum of Understanding ("MOU") is made and entered into between the Butler County Land Reutilization Corporation (the "Land Bank") and the Reily Township (the "City, Village or Township"), 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 any other purposes that further the mutual goals and interests of the Parties.

This MOU is made effective as of this 7<sup>th</sup> day of February, 2019 and this date shall be known herein as the "Effective Date."

Whereas, 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 Butler County residents, and for any additional lawful purposes consistent with these goals.

The Parties jointly 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, Village or Township, Butler County, Ohio.

This MOU formalizes the discussions and negotiations of the Parties toward entering into a mutual 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 in Article IV herein.

Therefore, the Land Bank and the City, Village or Township 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.

1. "City, Village or Township of Reily" means the government of the City, Village or Township, Ohio, and all of its offices, and is used interchangeably herein with the "City, Village or Township."

**1. City, Village or Township Preemption in Tax Foreclosures**

- a. Upon tax foreclosure by the County Treasurer against properties within the City, Village or Township, the Land Bank and the City, Village or Township (if the City, Village or Township has adopted and implemented land bank procedures set forth in RC §§5722.02-5722.15) are each eligible to take title to such property, whether through Board of Revision tax foreclosure, or judicial tax foreclosure.
- b. In the event that both the Land Bank and the City, Village or Township wish to acquire such tax foreclosed property, the City, Village or Township shall have the first right to acquire such property upon foreclosure, and the City, Village or Township shall have first priority to acquire such property.

**2. Right of First Acquisition by a Municipality**

- a. The Land Bank shall acquire property in the City, Village or Township only as set forth in Appendix "A". Upon acquisition of any property in the City, Village or Township, the Land Bank shall convey the property in question to the City, Village or Township within ninety (90) days, and the City, Village or Township shall reimburse the Land Bank for all costs related to holding, maintaining, and acquiring said property, including transactional costs, title examinations and environmental assessments, as consideration thereof, unless the Land Bank agrees to waive some or all of this reimbursement amount in writing.
- b. The City, Village or Township shall be responsible for paying the cost of any additional title examinations, environmental assessments and any other studies or inspections not already undertaken by the Land Bank with respect to such properties.

**ARTICLE III**

**Negotiation and Execution of Protocols Agreements**

The Land Bank and the City, Village or Township may jointly develop and enter into protocols agreements pursuant to the mutual written agreement of the Parties. The parties hereby enter into the following protocols agreements:

1. Acquisition and Disposition Protocols Agreements (attached herein as "Appendix A").

The Land Bank and the City, Village or Township may jointly develop and enter into any additional protocols agreements pursuant to the mutual written agreement of both Parties.

Subsequent protocols agreements that the Parties enter into shall be attached to this MOU starting as "Appendix B" and progressing sequentially in alphabetic order. Any such changes to the protocols agreements enumerated above shall be reflected herein under Article III, as well as in the text of the protocols agreements.

**5. Successors and Assigns; Parties in Interest; Assignment**

- a. 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, Village or Township, and such provisions and covenants shall bind such successors and assigns jointly and severally.
- b. 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, Village or Township, and no third party shall be deemed the beneficiary of such covenants and provisions, except pursuant to the mutual written agreement of the Parties.
- c. Each of the parties may assign any part or all of its rights or obligations under this MOU to a third party by the prior written agreement of the non-assigning Party.

**6. Incorporation of MOU into the City, Village or Township's Land Reutilization Program**

- a. A copy of this MOU, including all appendices and other attachments, shall be attached to the City, Village or Township's Policy and Procedures Manual governing the City, Village or Township's Land Reutilization Program, City, Village or Township Land Inventory, and "Federal" Land Inventory.
- b. Nothing in this MOU shall be construed as limiting or restricting the City, Village or Township's ability to follow its Policies and Procedures manual referenced in Article IV(6)(a) with respect to the City, Village or Township's internal activities or activities the City, Village or Township undertakes pursuant to an agreement with third parties other than the Land Bank.

**7. Incorporation of MOU into Land Bank's Policies and Procedures**

- a. A copy of this MOU, including all Appendices and other attachments, shall be attached to the Land Bank's Policies and Procedures as adopted by the Land Bank's Board of Directors.
- b. 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 in Article IV(3)(a)-(b) of the MOU.

IN WITNESS WHEREOF, the Butler County Land Reutilization Corporation and the Reily Township Trustees execute this Master Memorandum of Understanding as of the 7<sup>th</sup> day of February, 2019.

## APPENDIX A

Attached to the Master Memorandum of Understanding entered into between the City, Village or Township and the Butler County Land Reutilization Corporation on 19th day of February, 2015.

### ACQUISITION AND DISPOSITION PROTOCOLS AGREEMENT

1. Acquisition of Real Property in the City, Village or Township
  - a. Subject to any required approval of the legislative authorities of each of the Parties, the Land Bank shall only accept title to real property within the limits of City, Village or Township under the following conditions:
    1. The parcel is nonproductive land selected by the City, Village or Township from the list of delinquent lands as provided in ORC Section 5722.04.
    2. Donations of Land
      - A. For any parcel, the Land Bank shall provide written notice that the Land Bank has been offered title to the real property in question. Such notices shall include the address and parcel number of the property and contact information for donor.
      - B. The City, Village or Township will conduct due diligence for donation requests requiring written notice from the Land Bank at the City, Village or Township cost and respond in writing within thirty (30) days of notice instructing the Land Bank whether to accept donation or not.
    3. Future Considerations
      - A. The City, Village or Township may also utilize the Land Bank to obtain property under any other legally acceptable purposes which are now or, in the future, may be approved and adopted by the Land Bank.
2. Disposition of Real Property Acquired from the Land Bank
  - a. Subject to any required approval of the City, Village or Township, disposition of Real Property acquired by the Land Bank and subsequently transferred to the City, Village or Township shall be consistent with the current or most recent version of the City, Village or Township Master Plan, Land Use Plan, and the HUD Consolidated Plan.
3. Maintenance of Real Property owned by the Land Bank within the City, Village or Township

# RESOLUTION NO. 2019-0206.1

Board of Trustees, Reily Township  
Butler County, Ohio

## RESOLUTION TO AUTHORIZE THE TOWNSHIP FISCAL OFFICER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE BUTLER COUNTY LAND REUTILIZATION CORPORATION

**RESOLVED** by the Board of Trustees of Reily Township, Butler County, Ohio, that

**WHEREAS**, Dianne Halcomb Township Fiscal Officer, requests the Reily Township Board of Trustees authorize her to execute a memorandum of understanding with the Butler County Land Reutilization Corporation; and

**WHEREAS**, the Butler County Land Reutilization Corporation ("The Land Bank") has been organized under sections 1724 and 5722 of the Ohio Revised Code to further the 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 Butler County residents, and for additional lawful purposes consistent with these goals, and;

**WHEREAS**, Reily Township desires 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 Reily Township, Butler County, Ohio as such needs may arise;

**THEREFORE BE IT RESOLVED** that the Reily Township Board of Trustees hereby authorizes the Township Fiscal Officer to execute a memorandum of understanding with the Butler County Land Reutilization Corporation, and that this resolution is in the best interest of the public health, safety and general welfare.

Trustee Conrad moved for the adoption of the foregoing resolution. Trustee Miller seconded the motion and upon call of roll, the vote resulted as follows:

Trustee	<u>Schwab</u>	<u>yes</u>
Trustee	<u>Miller</u>	<u>yes</u>
Trustee	<u>Conrad</u>	<u>yes</u>

Adopted: February 6, 2019



C. Nicholas Schwab, Chair



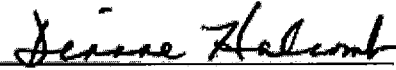
Timothy E. Miller, Vice Chair



Dennis H. Conrad, Jr., Trustee

**AUTHENTICATION**

This is to certify that this resolution was duly passed, and filed with the Rely Township Fiscal Officer this 6<sup>th</sup> day of February, 2019.



Dianne Halcomb  
Fiscal Officer

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_, Law Director