

**OHIO DEPARTMENT OF DEVELOPMENT
BROWNFIELD REMEDIATION PROGRAM
PARTICIPATION FEE AGREEMENT**

THIS AGREEMENT is entered into by and between, the Summit County Land Reutilization Corporation (“SCLRC”) and _____ (“Developer”), hereinafter collectively, the “Parties,” in connection with a certain Developer Agreement entered into by, and between, the Parties, a copy of which is attached hereto as Exhibit A and incorporated by reference herein, and is effective as of the date when this Agreement becomes fully executed by all Parties hereto.

WHEREAS, Developer has submitted a project to SCLRC (the “Project”) for consideration and further submission to the Ohio Department of Development (“ODOD”) for the Brownfield Remediation Program (the “Program”); and

WHEREAS, Developer is a private individual or a corporation for-profit and/or the award of any Program funds will be a direct benefit to a private individual or a corporation for-profit; and

WHEREAS, SCLRC desires to assist, or has assisted, Developer with the review and submission of their Project to SCLRC, providing technical assistance and support where necessary; and

WHEREAS, the Parties have entered into a Developer Agreement, referenced above, to undertake brownfield remedial projects pursuant to the Program, as may be approved by ODOD; and

WHEREAS, pursuant to said Developer Agreement, SCLRC is responsible for the general administration of the Program and desires to further provide technical assistance and support, as may be necessary and/or requested by Developer, and to monitor, review, process, and allocate funds to Developer upon the submission of any reimbursement requests by Developer to SCLRC, pursuant to the Developer Agreement; and

WHEREAS, regardless of the status of any nuisance or condemnation action, or the noncompliance or nonconformity of any property included in the Project with respect to any zoning regulations, land use restrictions, or building, health, zoning, fire, or other safety codes, and in lieu of SCLRC seeking the same and/or placing liens on any Project property subsequent to the same, as may be authorized by the Program and/or Ohio law, and in return for any of the aforementioned administrative and/or technical assistance and support, the parties desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. SCLRC is entitled to a one-time participation fee (the “Fee”) in the amount of 2% of the total awarded Program Funds to Developer as defined in the aforementioned Developer Agreement.
2. The Fee is additional to any fees or costs Developer is required to pay to SCLRC pursuant to the Developer Agreement and/or the Program.
3. The Fee is due and payable to the SCLRC upon the notice of any award of Program Funds by ODOD,

pursuant to the Program. The Developer may pay the Fee, in full, upon the notice of any such award, but not later than the payment of Developer's first reimbursement request by SCLRC. No payment for reimbursement will be made by SCLRC until the Fee has been fully paid by the Developer. Notwithstanding, no payment of the Fee will be withheld from any reimbursement to the Developer. The Developer hereby acknowledges that the Fee is not a reimbursable expense by ODOD.

4. If Developer fails to pay the Fee in full to SCLRC after reasonable notice and opportunity to cure any deficiencies, SCLRC reserves the right to impose a lien on the propert(ies) subject to the Developer Agreement, terminate the Developer Agreement, request rescission of the Program award to ODOD for non-compliance, or take any other steps in law or at equity to enforce the provisions of this Agreement.
5. Nothing in this Agreement is to be construed as modifying, changing, or amending any provisions of the aforementioned Developer Agreement. To the extent the provisions herein are not inconsistent with those contained in the Developer Agreement, this Agreement and the Developer Agreement shall be read together.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

DEVELOPER: _____

Summit County Land
Reutilization Corporation

By: _____

By: _____

Name: _____

Name: Patrick Bravo

Title: _____

Title: Executive Director

Address: _____

Address: 400 South Portage Path

Akron, OH 44320

Date: _____

Date: _____