



Farm-a-Lot Partnership LEASE AGREEMENT WITH OPTION TO PURCHASE

This is a legally binding Agreement. It is recommended that Lessee secure the services of an attorney.

This **LEASE AGREEMENT WITH OPTION TO PURCHASE** (the "Agreement") is made by and between the **Lucas County Land Reutilization Corporation** (the "Land Bank"), whose mailing address is 1 Government Center, Ste. 580, Toledo, Ohio 43604, and _____ ("Lessee"), whose mailing address is _____, as of the date set forth below (the "Effective Date").

1. **Property.** This Agreement covers the Property identified below and described in the attached **Exhibit A**.
Address(es):
Parcel(s):
2. **Lease.** The Land Bank grants to Lessee a revocable non-exclusive license to enter upon and use the Property for the purposes identified in this Agreement and for the term outlined below, in consideration of Lessee fulfilling the Lease Obligations (the "Lease").
3. **Term of Lease.** This Agreement is for a term of one (1) year from the Effective Date. Before the annual renewal date, Lessee and the Land Bank will meet to review the status of this Lease. If Lessee is fulfilling the Lease Obligations, pays the annual Lease Fee due, and remains in compliance with the terms of this Agreement, the Lease will renew for a new one (1) year term. The renewal of this Lease will be memorialized in a separate writing signed by the parties.
4. **Lease Fee.** As consideration for the Lease and the Purchase Option, Lessee shall pay the Land Bank an annual Lease Fee of One Hundred Dollars and No Cents (\$100.00). The first Lease Fee payment is due on the Effective Date, with subsequent payments due on the annual renewal date and paid at the annual renewal meeting of the parties. The Lease Fee will be credited toward the purchase price of the Property. Failure to pay the Lease Fee when due will result in termination of the Agreement, including both the Lease and the Purchase Option.
5. **Lessee's Obligations.** Lessee agrees to fulfill the following obligations as a condition of this Agreement (the "Lease Obligations"):
 - a. Farm the Property in a way that is consistent with Lessee's farming plan, attached and incorporated into this Agreement (the "Farming Plan").
 - b. Maintain the Property in good condition and free from code violations or nuisance conditions.
 - c. Refrain from making permanent improvements to the Property other than those authorized in Lessee's Farming Plan.
 - d. Conduct soil testing to ensure that the soil on the Property is safe for farming, consistent with Lessee's Farming Plan.
 - e. Establish a water tap on the Property through the City of Toledo or otherwise identify and establish a reliable source of water for your farm as authorized in Lessee's Farming Plan.
 - f. Partner with the Land Bank to engage residential neighbors and build a consensus on Lessee's Farming Plan.
6. **Purchase Option.** The Parties recognize that Lessee has entered into the Lease with the eventual goal of owning the Property once Lessee's farming business is capable of meeting the obligations of property ownership. In recognition of this goal, Land Bank grants to Lessee the exclusive option to purchase the Property (the "Purchase Option") for the Auditor's appraised value of each parcel comprising the Property, less the Lease Fees previously paid and credited to the purchase price. Lessee's exercise of the Purchase Option is conditioned upon Lessee fulfilling the Lease Obligations, paying the annual Lease Fee for a period of at least three (3) years from the Effective Date, continuing

to farm and maintain the Property during the course of the Lease, remaining in compliance with the terms of the Agreement, and being capable of meeting the obligations of property ownership in the Land Bank's sole discretion.

7. **Exercise of Purchase Option.** If Lessee has made all Lease Fee payments for at least three (3) years, fulfilled the Lease Obligations, and otherwise complied with the terms of this Agreement, Lessee and Land Bank may enter into a purchase agreement governing the terms of the sale of the Property, including the purchase price, title, closing, possession, and post-closing obligations, within thirty (30) days from the date Lessee exercises the Purchase Option.

If Lessee exercises the Purchase Option, the purchase price of the Property is \$ _____, less all Lease Fee payments Lessee has made over the term of the Agreement.

8. **Authority.** The Land Bank represents that it has the authority to license the Property to Lessee, and to acquire title to the Property from the City of Toledo if necessary for the Land Bank to become the owner of the Property.
9. **Authorized Uses.** The Land Bank is granting a license to Lessee on the Property solely for the purposes of: (i) farming the Property consistent with the Farming Plan, (ii) lawn and weed maintenance, and (iii) snow and ice removal. Lessee will not use the Property for any other purposes beyond the grant of this Agreement unless explicitly agreed to by Land Bank in writing.
10. **No Other Interest in the Land.** This Agreement does not grant Lessee a fee simple interest or leasehold interest for any period in the Property, notwithstanding the terminology used, any consideration paid, or repairs, maintenance, or improvements made by Lessee to the Property during the term of this Agreement. The terms "Lessee" and "Lease" as used within this Agreement in a non-legal manner and shall not be construed as conveying a leasehold interest or any other interest in the Property aside from a non-exclusive license. Lessee's use of the Property will at all times be subservient to any use of the Property by the Land Bank.
11. **Physical Condition of the Property.** Lessee is licensing the Property "AS IS" and "WHERE IS" without reliance on any warranties or representations of the Land Bank. Lessee acknowledges that the "as is" condition of the Property may include both patent and latent defects. Lessee understands that the Land Bank will not maintain or improve the Property during the term of this Agreement and that maintenance of the Property is the Lessee's responsibility as of the date of this Agreement.
12. **Assumption of Risk and Indemnity.** Lessee expressly assumes all risks associated with entering on and using the Property in accordance with this Agreement. Lessee agrees to defend, indemnify, and hold the Land Bank, its Directors, officers, employees, and agents harmless for any and all claims, damages, judgments, costs, and expenses arising out of or in connection with Lessee's exercise of its rights under this Agreement, including any claim upon injury or death to any person including any employee, agent, contractor or subcontractor of the Land Bank.
13. **Insurance.** Lessee shall at all times carry general liability insurance coverage in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate. Lessee shall provide Land Bank with an active Certificate of Insurance naming the Lucas County Land Reutilization Corporation as an additional insured with certificate holder status as of the Effective Date and with each annual renewal of this Lease.
14. **Termination.** The Land Bank may terminate this Agreement with or without cause upon five (5) days' written notice to the Lessee at the address provided on the preceding page. Lessee may terminate this Agreement at any time with notice to the Land Bank. All personal property of Lessee that remains on the Property within fifteen (15) days of Lessee's termination of this Agreement shall be deemed abandoned and may be disposed of by the Land Bank without further notice to Lessee. If the Agreement is terminated by either Party, Lessee's Lease Fee payments will not be refunded, prorated, or credited.
15. **Compliance with Land Bank's Policies.** Lessee represents and warrants that Lessee is in compliance with the Land Bank's policies regarding the licensing, purchasing, and farming of land, as they may be amended from time to time, and that the Land Bank is permitted to make this Agreement only as much as it is consistent with such policies.

16. **Nuisance Conditions and Damage.** Lessee will at all times maintain the Property in a code-compliant and nuisance-free condition and in a manner that strengthens the neighborhood in which the Property is located. Lessee will be fully responsible for assuming and correcting all violations within five (5) days of notice from the Land Bank. If Lessee fails to maintain or keep the Property in a nuisance-free and code-compliant condition, the Land Bank will be permitted to bring the Property into compliance without prior notice to Lessee. Lessee will repair any damage that it causes to the Property to the same condition or better that existed at the commencement of this Agreement.
17. **Prohibited Uses.** Lessee will not make any physical improvements or install fixtures, including structures, fences, and driveways, on the Property, except for those described in or necessary to Lessee's Farming Plan, without the express written permission of the Land Bank. Under no circumstances will Lessee be permitted to install or use on the Property a pool, hot tub, trampoline, or any other item that may be considered an attractive nuisance. To the extent that Lessee makes any permanent improvements to the Property in violation of this Agreement, Lessee will forfeit such improvements without compensation.
18. **Auditing of Use.** The Land Bank will retain the right at any time to enter onto the Property for purposes of ensuring that Lessee's use of the Property is in compliance with this Agreement. The Land Bank will conduct such audits at least once per year, and the Land Bank will provide written notice to Lessee and a reasonable amount of time to correct any issues found on the Property that are not in compliance with this Agreement. Failure of Lessee to make corrections or adequately respond to the Land Bank's notice in a reasonable amount of time will be grounds for termination of this Agreement.
19. **Evidence of Lease.** The Land Bank will provide Lessee a one-year Certificate of Lease for the Farm-a-Lot Program to evidence this license and Purchase Option between the Parties unless otherwise terminated. The Certificate of Lease will be renewed annually with the renewal of this Lease.
20. **General Provisions.** The following provisions apply to all paragraphs of this Agreement: (a) upon Acceptance, this Agreement will be binding upon each of the parties and their respective heirs, legal representatives, successors, and assigns; (b) this Agreement may not be assigned by Lessee without the prior written consent of Land Bank; (c) this Agreement will be governed by and interpreted under the laws of the State of Ohio; (d) time is of the essence in the interpretation and implementation of this Agreement; (e) by signing this Agreement, Lessee and Land Bank each represent that they are of legal age and capacity and have all requisite authority to enter into this Agreement; (f) this Agreement may be executed in counterparts, each of which will constitute an original; (g) this Agreement may be executed by the Parties, or either of them, by electronic signature; (h) any notices required by this Agreement will be in writing and delivered by any customary means and will be deemed given by actual receipt or two days after delivery, whichever comes first; (i) receipt of any notice required by this Agreement by Lessee's agent will be deemed receipt of the notice by that party; (j) "days" means calendar days; and (k) this Agreement contains the entire agreement between the Parties and there are no agreements, representations, or warranties, oral or written, which are not set forth in this Agreement itself.
21. **Attorney Review.** This Agreement is subject to rescission in writing by Lessee and Land Bank after review by their respective attorneys within three days after Acceptance (excluding Saturdays, Sundays, and federal holidays). **FAILURE TO RESCIND WITHIN SUCH PERIOD WILL CONSTITUTE A WAIVER OF THE RIGHT OF RESCISSION.**
22. **Additional Terms.** Any additional terms to this Agreement must be provided below or attached as a separate writing that references the Property and the Parties, and be signed and dated by both parties to be effective.

LESSEE

Lessee's Signature

Printed Name of Lessee

Lessee's Signature

Printed Name of Lessee

Lessee's Phone

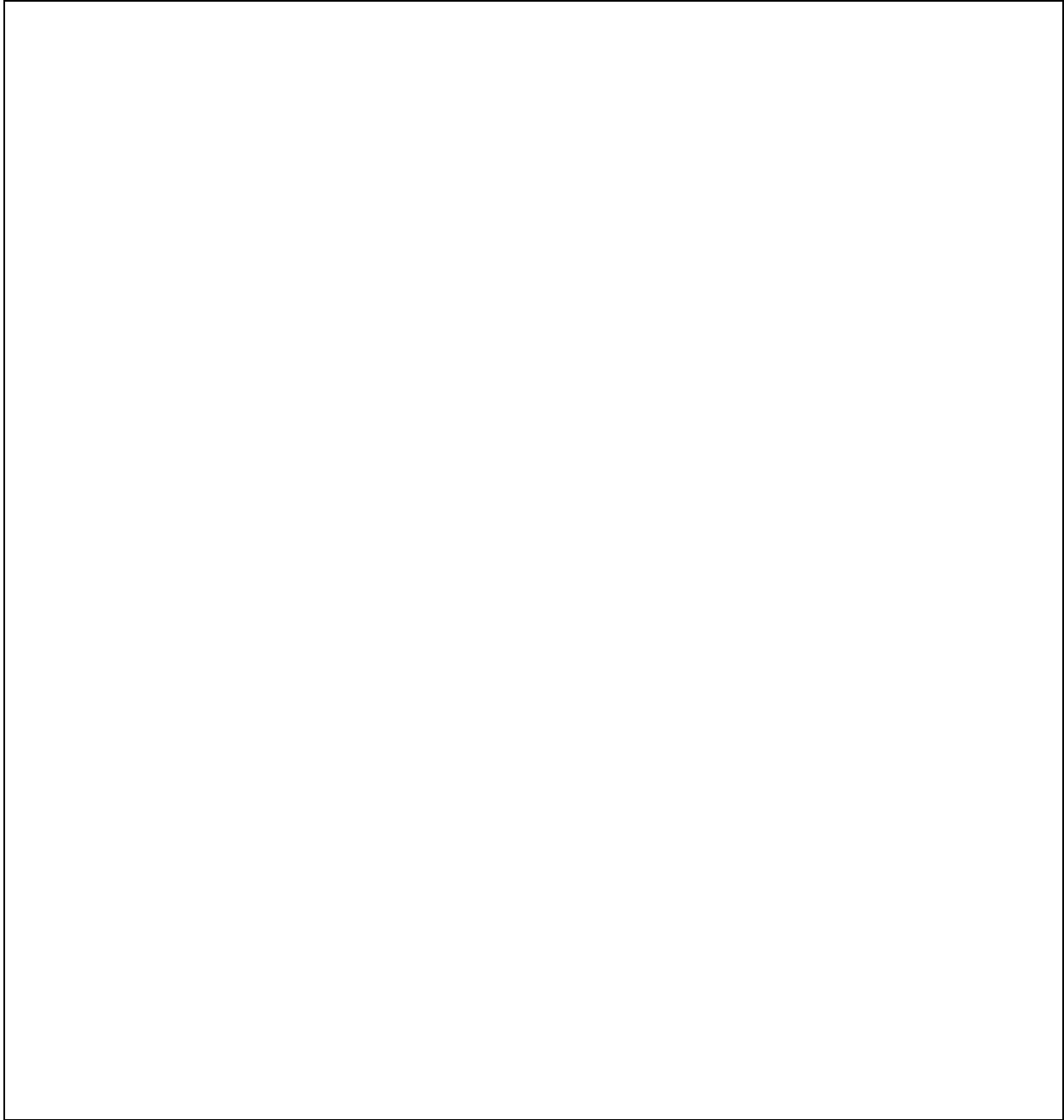
Lessee's Email

LAND BANK

**By: David Mann, President or his
designee, for the Lucas County Land
Reutilization Corporation**

**ANY CHANGES TO THIS AGREEMENT MUST BE INITIALED BY LAND BANK AND
LESSEE TO BE EFFECTIVE.**

Exhibit A



Parcel: _____

Address: _____

Lessee's Farming Plan

To be attached to this Lease.

This Lease is not effective without an attached Farming Plan.