



## Contract to Purchase Land & Build A New Home

Thank you for your interest in purchasing land and building a new home from the Lucas County Land Bank! Our community is challenged with many vacant lots that hurt neighborhoods, depress our real estate market, and damage confidence in our future. But working together, we can change that.

Our process is unique, but simple. You will make three major commitments to us in this contract.

- ✓ You will tell us honestly how you intend to use the home after building (as your home, etc.).
- ✓ You will provide us with a full construction plan for the home that meets local codes.
- ✓ You will purchase the land for its fair value and show us you have the funding to fully build.

We will attach a Mortgage to the land while you are meeting those commitments. You will be required to provide us with a Certificate of Occupancy once your construction is finished. Once you provide that Certificate and meet all other commitments to the Land Bank, we will release our Mortgage. After all is done, you'll have a great home and the neighborhood will benefitted from your efforts.

Please complete all pages in this contract so that we can review and consider your offer!

**Property:** \_\_\_\_\_  
Street Address City Zip Parcel

**Name** (First, Middle, Last): \_\_\_\_\_

**Business Entity** (if any): \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Best Phone Number to Reach You:** \_\_\_\_\_

**Email:** \_\_\_\_\_

What name will you take title in? \_\_\_\_\_

*The following question is used by the Land Bank to ensure that you have access to appropriate services. The Land Bank supports and complies with all fair housing laws.*

Do you read and understand English?  Yes  No

If No, what is your best language? \_\_\_\_\_

**Purchaser's Initials** \_\_\_\_\_ **Seller's Initials** \_\_\_\_\_

**Use of the Land**

Please initial the box below that best explains how you intend to use the home after you finish building it. You may only choose one of the options, so if you are not sure right now or wish to do something that is not listed below, please talk with our realtor before completing the rest of this offer paperwork.

As part of our commitment to neighborhoods, the Land Bank may offer land exclusively under our **(H)omeownership Advantage** program. A (H)omeownership Advantage home will be offered only to buyers who will build for owner-occupancy or build for resale to an owner-occupant. Land may be removed from the (H)omeownership Advantage program if no good faith offers are received.

The Land Bank takes your commitments seriously. A buyer who is found to have misrepresented the intended use of the land and a future home will not have future offers considered and may be banned from future purchases.

**Initial below (choose one option only)**

**Build for Owner-Occupancy**

Choose this option if you intend to build the home and then live in it yourself or with your family. The Land Bank may request proof of owner-occupancy after renovation before releasing our Mortgage.

**Build for Resale to an Owner-Occupant**

Choose this option if you intend to build the home and then re-market it for sale to an owner-occupant buyer. By choosing this option, you are agreeing to make a good faith effort following completion of the renovation work to market the home in the Multiple Listing Service (MLS) and re-sell it to an owner-occupant buyer before the Land Bank will release our Mortgage.

**Build for a Family Member**

Choose this option if you intend to build the home and then allow a close family member to live in the home while you continue to own it. By choosing this option, you will need to provide the Land Bank with the name(s) of the close family members who will live in the home, their current address and housing situation, and whether you will charge them rent.

**Build for Rental**

Choose this option if you intend to build the home and then rent it to a tenant or re-sell the property to an investor who will rent to tenants. By choosing this option, you will be expected to comply with all applicable federal, state, and local rental housing requirements and the Land Bank will enforce this through our Mortgage. If you do not have an established rental portfolio in Lucas County, you may be asked to participate in an independent financial review to ensure you have the financial ability to sustain your rental properties and meet tenant expectations.

} **(H)**

**Note for Out of Area Buyers**

If an investor buyer resides more than 50 miles from downtown Toledo, the Land Bank will require the buyer to show that they have built other homes in Lucas County in the recent past, to own homes in an occupied and nuisance-free condition, and to identify a licensed general contractor and a local property manager with a track record managing residential homes before the Land Bank will consider the offer. If this policy applies to you, you are encouraged to submit this information with your offer.

Purchaser's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_

**New Construction Plan**

Please describe in detail the proposed new construction to the home and their estimated costs.

<b>Home Area (describe investment in detail on the blank lines)</b>	<b>Estimated Cost</b>
Foundation / Exterior Walls / Masonry _____	\$ _____
Roof / Gutters & Downspouts _____	\$ _____
Plumbing / Water Heater _____	\$ _____
HVAC / Duct System _____	\$ _____
Electrical _____	\$ _____
Siding / Exterior Painting / Exterior Work _____	\$ _____
Windows / Doors _____	\$ _____
Kitchen / Bathroom(s) _____	\$ _____
Interior Walls / Flooring / Ceilings / Insulation _____	\$ _____
Garage / Other Costs / Contingency _____	\$ _____
<b>Total Expected New Construction Costs:</b>	<b>\$ _____</b>

Have you included detailed architectural plans for this build with this offer?  Yes  No

*If no, a review of your offer will be delayed until we can confirm that the build meets local codes.*

**Purchaser's Initials** \_\_\_\_\_ **Seller's Initials** \_\_\_\_\_

**Development Team**

Please identify the members of your development team that will assist with this project.

General Contractor: \_\_\_\_\_

Architect: \_\_\_\_\_

Lender: \_\_\_\_\_

Legal Review: \_\_\_\_\_

Realtor: \_\_\_\_\_

**Total Cost of the Home**

Please add together your purchase price offer with the estimated new construction costs to determine the total cost of this home.

Your Purchase Price Offer		\$ _____	(from page 5)
	+		
Expected New Construction Costs		\$ _____	(from page 3)
	=		
<b>Total Cost of Home</b>		<b>\$ _____</b>	

**Funding**

Please submit written proof of the funding that you will use in order to pay the total costs of the home identified above. You must submit proof of funds equal to or greater than the total cost of the home above for this offer to be reviewed.

**Proof of Funding (please check every box where proof is submitted)**

- Loan pre-approval letter from bank or lender for this particular home
- Liquid line of credit shown on a bank or lender statement / letter
- Liquid cash shown on a bank statement / letter

**Eligibility Review**

Do you own other real estate in Lucas County?  Yes  No

Address(es)

_____	_____
_____	_____
_____	_____

*If you need more space, please attach a list of all addresses, including those owned by any companies you control.*

Do you owe delinquent property taxes?  Yes  No

Have you ever been cited for code violations or appeared in housing court?  Yes  No

Do you have any delinquent obligations that could become a lien on the home?  Yes  No

*Examples include delinquent federal or state taxes, delinquent water bills, etc.*

**Purchaser's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_**

**PROPERTY**

Street Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_ Parcel \_\_\_\_\_

**Lucas County Land Bank  
RESIDENTIAL REAL ESTATE PURCHASE AGREEMENT**

This is a legal Agreement. It is recommended that Purchaser secure the services of an attorney.

1. **OFFER.** The undersigned purchaser(s) ("Purchaser") offers to buy from the Lucas County Land Reutilization Corporation ("Seller") the property described above ("Property") on the terms contained in this offer ("Offer"). Upon delivery of the executed acceptance ("Acceptance"), this Offer will become a legally binding contract ("Agreement"). This Agreement incorporates all 9 pages labeled "New Construction Enforcement Agreement (ver 201906)" whether they precede or follow this paragraph.
2. **PRICE.** The Purchase Price will be \$ \_\_\_\_\_ payable at Closing in cash, certified funds, or wire transfer in immediately available funds.
3. **EARNEST MONEY.** Seller does not request and Purchaser will not pay any earnest money as part of this Agreement.
4. **FINANCING AND APPRAISAL.** This Agreement is not conditioned upon Purchaser securing financing or an appraisal, unless otherwise noted by separate written agreement of the parties. Purchaser must present evidence of liquid funding to the satisfaction of Seller as a condition of closing.
5. **CLOSING AND POSSESSION.** Closing will be held on or before a date mutually agreeable to the parties and as soon as Purchaser has met, to the satisfaction of Seller, all conditions to closing in this Agreement. Notwithstanding the foregoing, closing must occur within 45 days from the date of this Agreement unless extended by written consent of the parties. Possession will be granted at closing, subject to the rights of tenants, if any, as disclosed in writing separately by Seller.
6. **INSPECTIONS.** Purchaser acknowledges that Purchaser has had sufficient time and access to the Property in order to obtain inspections of the Property prior to entering into this Agreement and no inspection extension will be granted after Acceptance unless by written consent of Seller. Purchaser will be responsible for any damage to the Property caused by Purchaser or Purchaser's inspectors or contractors during any inspections. Purchaser may make a final "walk over" of the Property within three days prior to closing. Purchaser must provide a written new construction plan to the satisfaction of Seller as a condition of closing.
7. **PROPERTY INSURANCE; RISK OF LOSS.** Seller may, but will not be required to, maintain homeowner's insurance on the Property until closing. If any buildings or other improvements on the Property are materially damaged or destroyed by reason of fire or other casualty prior to closing, this Agreement will terminate without further obligation of the parties and Purchaser will not be entitled to proceeds of any insurance payable in connection with Seller's loss of the Property. Purchaser acknowledges that homeowner's insurance is the sole responsibility of Purchaser following closing and possession, and Seller bears no responsibility for loss to Purchaser resulting from the lack of homeowner's insurance.
8. **SPECIAL FLOOD HAZARD AREA.** Purchaser acknowledges that an inspection to determine if the Property is in a Special Flood Hazard Area, as determined by the current flood maps by the Federal Emergency Management Agency, is the sole responsibility of Purchaser, and Seller bears no responsibility for loss to Purchaser resulting from the lack of flood insurance, if so required.
9. **HOME WARRANTY.** Seller will not provide a home warranty to Purchaser.
10. **CONDITION OF PROPERTY.** The Property includes the land and all appurtenant rights, privileges, and easements, and all buildings and fixtures as are NOW on the Property without limitation. The Property is being sold AS IS, WHERE IS, AND WITH ALL FAULTS, and Purchaser accepts the Property in such condition. Purchaser acknowledges that the condition of the Property may include both patent and latent defects and without limitation: buried materials that interfere with basement or below grade construction or structural instability.

Purchaser's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_

11. **ENVIRONMENTAL HAZARDS.** Seller makes no representations whatsoever regarding the existing of any potential environmental hazards in or around the Property, and Purchaser waives any claims against Seller for any harmful effects arising from the Property. These potential environmental hazards include without limitation: lead based paint, asbestos, urea-formaldehyde foam insulation, radon gas, mold or black mold, mercury, or any other potentially toxic substances.
12. **DEED.** Seller will convey title in the Property to Purchaser in fee simple by a limited warranty deed.
13. **PROPERTY TAXES AND CLOSING COSTS.** Seller represents that the Property is exempt from ad valorem property taxation, conveyance fees, and recording fees under Ohio law while owned or transferred by Seller, and Seller will neither pay nor prorate any taxes or fees against the Property at closing. Seller will pay the transfer entry fee mandated by Ohio law for the Property. The tax exempt status of the Property will continue following closing for the remainder of the calendar year in which the Property is sold. The Property will be restored to taxable status on January 1 of the year following the year in which the Property is sold. To the extent provided for by law, Purchaser will be responsible for all taxes due and payable against the Property following closing.
14. **TITLE.** The title and escrow company identified below ("Title Company") will serve as the title examiner and closing agent under this Agreement. Seller will furnish Purchaser a commitment for an ALTA Owner's Policy of Title Insurance in the amount of the Purchase Price, from Title Company. The title commitment will be continued to the date of closing and will show record title to be marketable in the name of Seller, free and clear from material defects, liens, and encumbrances except: (a) those created or assumed by Purchaser; (b) those specifically set forth in the Agreement; (c) those liens and mortgages that will be released at (or before) closing and removed from title; (d) rights of tenants as disclosed in writing separately by Seller; (e) zoning ordinances; (f) legal highways; and (g) restrictions and utility easements of record. If title evidence reveals any other title defects, Seller will have thirty days after demand by Purchaser to remove such defects and closing will be delayed accordingly. If Seller is unable or unwilling to remove the defects, Purchaser may accept title subject to such defects or may terminate this Agreement as provided for in this Agreement. Seller and Purchaser will share equally the costs of the title examination, title commitment, and other agreed-upon closing costs.

**Title Company:** \_\_\_\_\_

15. **NEW CONSTRUCTION OBLIGATIONS.** Purchaser agrees to build a new residential home and any other supportive structures and secure a Certificate of Occupancy from the relevant local jurisdiction for this new construction following closing and no later the number of days identified below in Purchaser's New Construction Acknowledgments (the "Construction Period"). Purchaser grants Seller and its agents access to the Property for purposes of monitoring and documenting ongoing progress of the new construction work until Purchaser satisfies the obligations of this Agreement. Purchaser agrees to comply with all federal, state, and local ordinances and regulations in the course of undertaking new construction work to the Property.

**NEW CONSTRUCTION PERIOD**  
(initial only one)

**180 Days**

**365 Days (exceptional circumstance)**

(initial below)

**Purchaser must build a new residential home on the Property as a condition of this sale. Purchaser's new construction work must comply with all applicable laws and regulations and Purchaser must secure a Certificate of Occupancy from the relevant local jurisdiction to satisfy this obligation.**

**Purchaser's Initials** \_\_\_\_\_ **Seller's Initials** \_\_\_\_\_

16. **NEW CONSTRUCTION ENFORCEMENT NOTE AND MORTGAGE; DEFAULT.** Purchaser agrees to execute a New Construction Enforcement Note and Mortgage granting Seller a security interest in the Property in the amount of one hundred twenty-five thousand dollars and no cents (\$125,000.00) (the "Indebtedness"), until such time as all of Purchaser's obligations under this Purchase Agreement are satisfied. When Purchaser secures a Certificate of Occupancy from the relevant local jurisdiction, satisfies all other obligations of local, state and federal law with respect to the Property as applicable, and is not otherwise in Default, Seller will certify that the Property is safe and habitable evidencing completion of the new construction work. Upon issuing such certification, Seller will record a Satisfaction of Mortgage releasing the Property from the obligations secured by the New Construction Enforcement Note and Mortgage.

If Purchaser fails to secure a Certificate of Occupancy from the relevant local jurisdiction by the conclusion of the Construction Period, or after a reasonable extension of time provided in the Seller's sole discretion, or is in violation of the terms of the New Construction Enforcement Note and Mortgage, or is otherwise in violation of this Agreement, Purchaser will be in default of the New Construction Note and Mortgage and this Agreement (a "Default"). Purchaser will be notified by Seller in writing of the defects which have triggered a Default and will be given fifteen (15) business days to cure such defects.

**IF A DEFAULT IS NOT CURED AFTER NOTICE AND A REASONABLE OPPORTUNITY TO CURE, PURCHASER'S FULL INDEBTEDNESS TO SELLER WILL BECOME DUE AND PAYABLE, AND SELLER WILL HAVE THE RIGHT TO FORECLOSE ON THE PROPERTY UNDER THE TERMS OF THE RENOVATION ENFORCEMENT NOTE AND MORTGAGE, AND TO PURSUE ALL OTHER AVAILABLE REMEDIES.**

In the event of a Default and in lieu of foreclosure or payment of the Indebtedness, Purchaser may convey marketable title in the Property back to Seller, in which case Purchaser will be responsible for payment of any third party liens, encumbrances, penalties, charges, and assessments that have accrued against the Property during Purchaser's ownership of the Property. Purchaser's obligations under this provision will be absolute and unconditional without defense or set-off by reason of any default by Seller, or for any other reason. Purchaser agrees to indemnify and hold Seller harmless for any and all penalties, assessments, and costs that Seller may incur to repossess the Property, quiet title, or evict tenants, whether or not such tenants are in the Property lawfully.

In addition to the events triggering a Default described above, the following events will trigger a Default if such events occur during the Construction Period or prior to Seller's confirmation that the Property is safe and habitable and without the express written permission of Seller:

- a. Purchaser occupies the Property or allows a third party to occupy the Property;
- b. Purchaser sells or leases the Property, in whole or in part, to a third party;
- c. Purchaser further encumbers the Property with a mortgage, lien, or other interest, whether voluntary or involuntary;
- d. Purchaser fails to make property tax payments on the Property when due; or
- e. Purchaser abandons the Property, or Purchaser is incarcerated, subject to community control, adjudicated incompetent, or deceased.

*(initial below)*

**Purchaser understands that Seller will keep a security interest in the form of a New Construction Enforcement Note and Mortgage while Purchaser is building the residential home on the Property and Seller will not satisfy this interest until the Property is safe, habitable, nuisance-free and compliant with this Agreement. Until this interest is satisfied, Purchaser CANNOT occupy, rent, sell, or further mortgage the Property.**

**Purchaser understands that if the Property is not found to be safe, habitable, nuisance-free and compliant with this Agreement by the end of the Construction Period identified above, and no extension is granted by Seller, Purchaser will be in default of the New Construction Enforcement Note and Mortgage and Seller will have the right to institute a foreclosure action against the Property and pursue all other available remedies.**

Purchaser's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_

17. **LOCAL, STATE, AND FEDERAL OBLIGATIONS.** Purchaser acknowledges that the Property, the new construction work undertaken, or the particular use of the Property by Purchaser may be subject to local, state, and federal obligations, including without limitation: historic regulation, lead-safe compliance, or existing building, housing, health, or safety code orders, and Purchaser will comply with, satisfy, or resolve such obligations, as applicable, under this Agreement. A violation of this paragraph will be enforced as a Default of the New Construction Enforcement Note and Mortgage under this Agreement.
18. **RESALE ENFORCEMENT.** If Purchaser has initialed the Build for Resale to an Owner-Occupant box on page 2 of this Agreement and this use obligation was accepted by Seller, Purchaser agrees to make reasonable and timely efforts in good faith to resell the Property to an owner-occupant following completion of the new construction work. Purchaser agrees to market the Property with a licensed real estate agent or under similar means until an owner-occupant is accepted and cleared to close. If Purchaser has complied with this obligation for at least sixty-days after completion of the new construction work and is unable to resell the Property to an owner-occupant because Purchaser: (a) does not receive an offer for the Property at or near fair market value; or (b) cannot close due to an intended buyer's financial inability following an accepted offer, on request Seller may release Purchaser from its obligations under this paragraph. The New Construction Enforcement Note and Mortgage will secure the obligations of this paragraph, as applicable, and a violation of this paragraph will be enforced as a Default of the New Construction Enforcement Note and Mortgage under this Agreement.
19. **OWNER OCCUPANCY OBLIGATIONS.** If Purchaser has initialed the Build for Owner-Occupancy box on page 2 of this Agreement and this use obligation was accepted by Seller, Purchaser agrees to occupy the Property as an owner-occupant following completion of the new construction work. To enforce the obligations of this paragraph, Seller may request from Purchaser satisfactory proof of residency in the Property. If Purchaser is unable to occupy the Property as an owner-occupant following completion of the new construction work, Purchaser may explain such reasons to Seller in writing and Seller may choose to release Purchaser from its obligations under this paragraph for extraordinary cause shown. The New Construction Enforcement Note and Mortgage will secure the obligations of this paragraph, as applicable, and a violation of this paragraph will be enforced as a Default of the Renovation Enforcement Note and Mortgage under this Agreement.
20. **MARKETING.** Upon satisfaction of the New Construction Enforcement Note and Mortgage, Purchaser grants Seller the ability to place removable signage for a reasonable period in the front of the Property identifying it as a newly built home and a non-exclusive and irrevocable license to publish photos of the Property in Seller's discretion without further notice to Purchaser.
21. **BROKERAGE DISCLAIMER.** Purchaser and Seller acknowledge that no broker or agent involved in this transaction has made any representations concerning the Property upon which Purchaser or Seller has relied. Brokers are expressly authorized to provide information to third parties concerning any Seller concessions or other consideration that is a part of this Agreement but not reflected in the Purchase Price.
22. **PROPERTY MAINTENANCE AND UTILITIES.** Seller will maintain the Property in its current condition as practicable as possible pending closing. Seller will pay for all utilities to date of transfer of possession, if any, and will notify Purchaser of the date for final readings in order to assist Purchaser with such utility transfers.
23. **TERMINATION; SURVIVABILITY.** Seller or Purchaser may terminate this Agreement prior to closing with two days written notice to the other party for good cause shown. Good cause includes, without limitation, Purchaser's unwillingness or inability to honor the terms of the Agreement or Seller's good faith belief that Purchaser will be unable to honor the terms of the Agreement. If Purchaser terminates this Agreement without good cause shown, Seller reserves the right to withhold review of future offers from Purchaser. This Agreement will survive and remain in full effect following transfer of title from Seller to Purchaser and until all obligations of Purchaser made to Seller are satisfied.
24. **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 Purchaser without the prior written consent of Seller; (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, Purchaser and Seller 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

Purchaser's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_



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 Purchaser'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.

- 25. **ATTORNEY REVIEW.** This Agreement is subject to rescission in writing by Purchaser and Seller 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.**
- 26. **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.

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\_\_\_\_\_  
**Purchaser's Signature                      Date**

\_\_\_\_\_  
**Seller's Signature                      Date**

\_\_\_\_\_  
**Printed Name of Purchaser**

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

\_\_\_\_\_  
**Purchaser's Signature                      Date**

\_\_\_\_\_  
**Printed Name of Purchaser**

\_\_\_\_\_  
**Purchaser's Broker/Agent**

\_\_\_\_\_  
**Purchaser's Phone**

\_\_\_\_\_  
**Purchaser's Agent Phone**

\_\_\_\_\_  
**Purchaser's Email**

\_\_\_\_\_  
**Purchaser's Agent Email**

**ANY CHANGES TO ORIGINAL OFFER OR THIS PRINTED AGREEMENT MUST BE INITIALED BY SELLER AND PURCHASER TO BE EFFECTIVE.**

**Purchaser's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_**