

**REAL ESTATE PURCHASE AGREEMENT**  
*"Side Lot Program"*

**THIS REAL ESTATE PURCHASE AGREEMENT** (this "Agreement") is made by and between the Lucas County Land Reutilization Corporation ("Seller"), and the Purchaser(s) identified below ("Purchaser"), as of the date set forth below (the "Effective Date").

Purchaser(s): \_\_\_\_\_

Purchaser(s)  
Tax Address: \_\_\_\_\_

Purchase Price: \$ \_\_\_\_\_

Premises: \_\_\_\_\_  
Parcel(s)  
\_\_\_\_\_  
Address(es)

Special Notes: \_\_\_\_\_  
\_\_\_\_\_

**Purchaser's Acknowledgments**

*(Initials)*

\_\_\_\_\_ This Side Lot property is being sold "**as is**" – meaning in its current condition.  
\_\_\_\_\_ The Land Bank will **not** be making any repairs to the property as this date.  
\_\_\_\_\_ I/we will be **solely** responsible for all future repairs and upkeep.

**INTENDING TO BE LEGALLY BOUND**, Seller and Purchaser have entered into this Agreement as of the Effective Date. Purchaser acknowledges that it has read and understood the attached Terms and Conditions and accepts such Terms and Conditions as a part of this Agreement.

SELLER

PURCHASER(S)

\_\_\_\_\_  
David Mann, President or his designee  
Lucas County Land Reutilization Corporation

\_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

## Terms and Conditions

1. Purchase Agreement. Purchaser agrees to purchase from Seller the real property legally described on the attached Exhibit A (the "Premises").
2. Purchase Price. The purchase price is reflected above as Purchase Price and due at closing.
3. Instrument of Conveyance. Seller shall convey title to Purchaser in fee simple through quit-claim deed. Unless otherwise noted above, Purchaser shall take title in the name reflected above as Purchaser(s).
4. Conditions and Closing Date. This Agreement is conditioned upon: (i) the completion of any and all demolition work on the Premises, including proper grading, seeding and hauling of debris; (ii) the release of any liens or encumbrances, if applicable; and (iii) Purchaser providing community references to Seller, if requested. The sale shall close no later than 30 days from the date upon which these conditions have been satisfied. If these conditions cannot be satisfied within 90 days from the Effective Date, the Parties may consider a licensing of the Premises in lieu of sale.
5. Intended Use. Purchaser agrees that the Premises is being acquired as an extension of Purchaser's property. Purchaser certifies that Purchaser's property is physically contiguous to the Premises, and that Purchaser intends to use the Premises as an addition to Purchaser's existing property.
6. Compliance with Seller's Policies and Procedures. Purchaser warrants and agrees to the following:
  - a. Purchaser or any entity that Purchaser controls owns no real property that is in material violation of Ohio or local building, housing, and health codes or that has a history of code violations.
  - b. Purchaser owns no real property with a history of being a site of criminal activity during Purchaser's ownership of the property.
  - c. Purchaser does not own any real property that is tax delinquent, nor has Purchaser lost title to any property due to non-payment of taxes within the past three (3) years. If Purchaser owns tax delinquent real property on which delinquent taxes remain owed, purchaser warrants that he or she is current on an approved payment plan of which Purchaser has completed at least fifty percent (50%).
  - d. The proposed use of the Premises is consistent with current zoning and usage requirements unless a waiver for nonconforming use has been secured prior to the transfer.
  - e. If Purchaser is a non-Lucas County resident, Purchaser has designated a local agent authorized to accept notice or service of process on behalf of Purchaser, and has an immediate plan to place the Premises in productive use.
7. Code and Regulatory Violations. Should the Premises be subject to any municipal, state, or federal code or regulatory violations, Purchaser will be fully responsible for assuming and correcting all violations after title transfer, and shall do so no later than 120 days after title transfer.
8. Combination of Premises with Adjacent Property. Purchaser agrees to combine the Premises with Purchaser's adjacent property, after which combination the Premises and Purchaser's adjacent property will constitute one parcel of real property. Purchaser agrees to execute all documents related to this parcel combination at closing. Seller is not liable for Purchaser's breach of the terms of any mortgage encumbering Purchaser's adjacent property that may result from this combination. It is Purchaser's sole responsibility to ensure that the combination of the Premises with Purchaser's adjacent property does not result in the default or acceleration of any mortgage or other security interest encumbering Purchaser's property.
9. Right to Inspect Title. Seller shall deliver a deed conveying marketable title to Purchaser. Purchaser shall have 10 days from the Effective Date to inspect title and deliver in writing any claimed defects in title. Seller shall have until the date of closing to remove or agree to remove any such title defects. If Seller fails or refuses to remove such title defects by the date of closing, either party may terminate this Agreement without recourse to the other by written notice to the other party. Such title inspection shall be at Purchaser's sole expense. If Purchaser does not provide Seller a written request to inspect title at the time that Purchaser executes this Agreement, such inspection shall be irrevocably waived.

10. Tax Liability. Seller represents that it is exempt from real property taxation under Ohio law. The tax exemption on the Premises shall continue to the end of the tax year in which title transfers from Seller to Purchaser, at which time the tax exemption shall terminate and the Premises shall be restored to the tax list for the tax year following the year of the transfer. Purchaser will be responsible for all future taxes that may accrue on the Premises, and acknowledges that the combination of the Premises with Purchaser's adjacent property may cause the taxable value or assessed frontage of Purchaser's property to increase.
11. Physical Condition of Premises. Purchaser is purchasing the Premises "AS IS" and "WHERE IS" without reliance on any warranties or representations of Seller. Purchaser acknowledges that the "as is" condition of the Premises may include both patent and latent defects. Items of personal property are not included in the sale. If personal property is left on or about the Premises, Seller makes no warranty as to its condition or title. Purchaser shall be responsible for removing any personal property left on or about the Premises, unless otherwise agreed to in writing by the parties. **Purchaser understands that Seller will not make any further improvements or investment in Premises, and that the maintenance and improvement of the Premises is Purchaser's responsibility as of the Effective Date.**
12. Right of Entry and Inspection. Seller grants Purchaser the right to enter and inspect the Premises for purposes of maintaining, improving, and securing the Premises prior to title transferring to Purchaser. Any maintenance and improvements made to the Premises shall be made at Purchaser's sole cost. If Purchaser fails to close under the terms of the Agreement, Purchaser shall forfeit any improvements made to the Premises.
13. Waiver of Liability and Assumption of Risk. Purchaser waives any right to file a mechanic's lien against the Premises for any work related to the right of entry and inspection granted by Seller. Purchaser expressly assumes all risks associated with entering, inspecting, accessing, or in any way utilizing the Premises prior to closing. By assuming the risk of injury in connection with the entry, inspection, access or utilization of the Premises, Purchaser expressly releases Seller from any and all liability for any damages or injury that Purchaser incurs in connection with any activities undertaken on or around the Premises.
14. Indemnification from Liability for Environmental Hazards. Seller, its Directors, officers, employees, and agents make no representations whatsoever regarding the existence of any potential environmental hazards in or around the Premises, and Purchaser waives any claims or liability against Seller for any harmful effects resulting from the Premises, including without limitation: Lead Based Paint, Asbestos, Urea-Formaldehyde Foam Insulation, Radon Gas, Mold or Black Mold, Soil Contamination, Underground Storage Tanks, or any other potentially toxic substances or materials.
15. Remedies in Event of Default. If Purchaser defaults on this Agreement, Seller may pursue all remedies available at law. Purchaser shall in no way be entitled to remedies in equity, expectancy damages, lost profits or consequential damages. Risk of loss shall remain on Seller until the earlier of closing or Purchaser's possession.
16. Assignment; Choice of Law. This Agreement is not assignable by either party without the written consent of the other. This Agreement is governed under Ohio law and disputes arising under this Agreement shall be heard in the Lucas County Court of Common Pleas jurisdiction.

**EXHIBIT A**



Parcel(s): \_\_\_\_\_

Address(es): \_\_\_\_\_

**QUIT-CLAIM DEED**  
[R.C. 5302.11]

The Lucas County Land Reutilization Corporation, an Ohio community improvement corp., Grantor, grants to \_\_\_\_\_, Grantee, and Grantee's successor and assigns, whose tax mailing address is \_\_\_\_\_, for valuable consideration, the following described property:

**Legally described on the attached Exhibit A.**

Address(es): \_\_\_\_\_  
Parcel(s): \_\_\_\_\_  
Prior Instrument: \_\_\_\_\_

EXECUTED by a duly authorized representative of Grantor, the Lucas County Land Reutilization Corporation, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
David Mann, President

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by David Mann, President, Lucas County Land Reutilization Corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

Instrument prepared by:  
Joshua Murnen  
One Government Center, Ste. 580  
Toledo, OH 43604

After recording mail to:  
**Land Bank Trust Box**

**EXHIBIT A**



Parcel(s): \_\_\_\_\_

Address(es): \_\_\_\_\_

**Affidavit Affirming Transfer of Title to Real Property**

Affiant, the Lucas County Land Reutilization Corporation (the "LCLRC"), does state under penalty of law that the following is true and accurate:

The LCLRC is a community improvement corporation authorized by R.C. 5722.01 *et seq.* and 1724.01 *et seq.* to acquire, hold, and sell non-productive property throughout Lucas County, Ohio. During the time that the LCLRC holds title to a parcel of land in Lucas County, such land is exempt from taxation as set forth in R.C. 5709.12(F) and R.C. 5722.21(E). Such land remains tax exempt until the end of the tax year in which it is conveyed from the LCLRC to a non-tax-exempt owner and recorded, as set forth in R.C. 5709.12(F).

WHEREFORE, pursuant to R.C. 5709.12(F) and R.C. 5722.21(E), the LCLRC does provide the Lucas County Auditor with this Affidavit affirming that title to the following parcel(s) of real property has been transferred to the transferee named below. The conveyance executing this transfer is attached to this Affidavit and has been recorded with the Lucas County Recorder as of the date on the conveyance.

Transferee: \_\_\_\_\_

Parcel(s): \_\_\_\_\_

Address(es): \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative of  
Affiant, the Lucas County Land Reutilization Corporation

STATE OF OHIO            )  
  ) SS:  
COUNTY OF LUCAS        )

The foregoing was sworn to me and subscribed in my presence on:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

# Statement of Reason for Exemption From Real Property Conveyance Fee

DTE 100EX  
Rev. 1/14

Ohio Revised Code section 319.202 and 319.54(G)(3)

## FOR COUNTY AUDITOR'S USE ONLY

FOR COUNTY AUDITOR'S USE ONLY			Date	Co. no.	Number
Instr.	Tax. district no.	Tax list	Land	Bldg.	Total

DTE code number \_\_\_\_\_  Split/new plat    Remarks \_\_\_\_\_

Property located in \_\_\_\_\_ taxing district

Name on tax duplicate \_\_\_\_\_ Tax duplicate year \_\_\_\_\_

Acct. or permanent parcel no. \_\_\_\_\_ Map book \_\_\_\_\_ Page \_\_\_\_\_

Description \_\_\_\_\_

### The Following Must Be Completed by Grantee or His/Her Representative

Type or print all information. See instructions on reverse.

1. Grantor's name \_\_\_\_\_ Phone \_\_\_\_\_
2. Grantee's name \_\_\_\_\_ Phone \_\_\_\_\_  
Grantee's address \_\_\_\_\_
3. Address of property \_\_\_\_\_
4. Tax billing address \_\_\_\_\_
5. No conveyance fees shall be charged because the real property is transferred:
  - \_\_\_\_\_ a) to or from the United States, this state or any instrumentality, agency or political subdivision of the United States or this state.
  - \_\_\_\_\_ b) solely in order to provide or release security for a debt or obligation.
  - \_\_\_\_\_ c) to confirm or correct a deed previously executed and recorded.
  - \_\_\_\_\_ d) to evidence a gift, in any form, between husband and wife, or parent and child, or the spouse of either.
  - \_\_\_\_\_ e) on sale for delinquent taxes or assessments.
  - \_\_\_\_\_ f) pursuant to court order, to the extent that such transfer is not the result of a sale effected or completed pursuant to such order.
  - \_\_\_\_\_ g) pursuant to a reorganization of corporations or unincorporated associations or pursuant to the dissolution of a corporation, to the extent that the corporation conveys the property to a stockholder as a distribution in kind of the corporation's assets in exchange for the stockholder's shares in the dissolved corporation.
  - \_\_\_\_\_ h) by a subsidiary corporation to its parent corporation for no consideration, nominal consideration or in sole consideration of the cancellation or surrender of the subsidiary's stock.
  - \_\_\_\_\_ i) by lease, whether or not it extends to mineral or mineral rights, unless the lease is for a term of years renewable forever.
  - \_\_\_\_\_ j) when the value of the real property or interest in real property conveyed does not exceed \$100.
  - \_\_\_\_\_ k) of an occupied residential property being transferred to the builder of a new residence when the former residence is traded as part of the consideration for the new residence.
  - \_\_\_\_\_ l) to a grantee other than a dealer in real property, solely for the purpose of and as a step in, its prompt sale to others.
  - \_\_\_\_\_ m) to or from a person when no money or other valuable and tangible consideration readily convertible into money is paid or to be paid for the real estate and the transaction is not a gift.
  - \_\_\_\_\_ n) to an heir or devisee, between spouses or to a surviving spouse, from a person to himself and others, to a surviving tenant, or on the death of a registered owner.
  - \_\_\_\_\_ o) to a trustee acting on behalf of minor children of the deceased.
  - \_\_\_\_\_ p) of an easement or right-of-way when the value of the interest conveyed does not exceed \$1,000.
  - \_\_\_\_\_ q) of property sold to a surviving spouse pursuant to Ohio Revised Code section (R.C.) 2106.16.
  - \_\_\_\_\_ r) to or from an organization exempt from federal income under Internal Revenue Code section 501(c)(3), provided such transfer is without consideration and is in furtherance of the charitable or public purpose of such organization.
  - \_\_\_\_\_ s) among the heirs at law or devisees, including a surviving spouse of a common decedent, when no consideration in money is paid or to be paid for the real property.
  - \_\_\_\_\_ t) to a trustee of a trust, when the grantor of the trust has reserved an unlimited power to revoke the trust.
  - \_\_\_\_\_ u) to the grantor of a trust by a trustee of the trust, when the transfer is made to the grantor pursuant to the exercise of the grantor's power to revoke the trust or to withdraw trust assets.
  - \_\_\_\_\_ v) to the beneficiaries of a trust if the fee was paid on the transfer from the grantor of the trust to the trustee or pursuant to trust provisions that became irrevocable at the death of the grantor.
  - \_\_\_\_\_ w) to a corporation for incorporation into a sports facility constructed pursuant to R.C. section 307.696[307.69.6].
  - \_\_\_\_\_ x) between persons pursuant to R.C. section 5302.18.
  - \_\_\_\_\_ y) from a county land reutilization corporation organized under R.C. section 1724 to a third party.
6. Has the grantor indicated that this property is entitled to receive the senior citizen, disabled person or surviving spouse homestead exemption for the preceding or current year?  Yes  No    If yes, complete form DTE 101.
7. Has the grantor indicated that this property is qualified for current agricultural use valuation for the preceding or current tax year?  Yes  No  
If yes, complete form DTE 102.
8. Application for owner-occupancy (2.5% on qualified levies) reduction. (**Notice:** Failure to complete this application prohibits the owner from receiving this reduction until another proper and timely application is filed.) Will this property be grantee's principal residence by Jan. 1 of next year?  Yes  No  
If yes, is the property a multi-unit dwelling?  Yes  No

I declare under penalties of perjury that this statement has been examined by me and to the best of my knowledge and belief it is a true, correct and complete statement.

\_\_\_\_\_  
Signature of grantee or representative

\_\_\_\_\_  
Date





# Lucas County Auditor - Combine Form

To: Anita Lopez, Lucas County Auditor  
Real Estate Splits/Combines Department  
One Government Center, Suite 600  
Toledo, OH 43604-2256

Print Form

Date

**Please combine into one parcel the following described lots and/or parcels located in Lucas County, Ohio.**

TD-Parcel #	Assessor #	Legal Description
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

\*We cannot accept combine forms for City of Oregon (taxing district 44). Contact the Oregon Planning Commission for approval of combine at (419) 698-7071.

Owner Signature \_\_\_\_\_

Date

Printed Name

Phone Number

Date Worked (office)