

CONTRACT FOR TRANSFER OF REAL PROPERTY

THIS AGREEMENT is being made this _____ day of _____ 2017, by and between the CRAWFORD COUNTY LAND REUTILIZATION CORPORATION, (the "Corporation"), and _____ (the "Donor").

WHEREAS, the Corporation is a County Land Reutilization Corporation created pursuant to Ohio Revised Code ("ORC") Section 5722.02 and 1724.04 in order to facilitate the effective reutilization of non-productive land within Crawford County's boundaries; and was formally recognized as an incorporated entity within the State of Ohio on December 4, 2015; and

WHEREAS, The Board of Directors of the Corporation, per Resolution adopted on February 4, 2016, has authority to make, prescribe, and enforce all rules and regulations for the conduct of the business and affairs of the Corporation and the management, control acquisition, or transfer of its properties; and

WHEREAS, Donor desires to transfer, certain non-productive real property in its possession and ownership to the Corporation for said real property's effective reutilization; and

WHEREAS, the Corporation desires to obtain ownership of said real property;

NOW, THEREFORE, considering the mutual covenants and obligations contained in this Agreement, the parties hereto agree as follows:

1. **PREMISES.** In consideration of the covenants of the Corporation contained herein, Donor hereby agrees to transfer to the Corporation the real property situated in Donor of _____ Crawford County, State of Ohio, and more fully described as follows:

see land description attached as "Exhibit A."

The Premises are demised subject to (a) all easements and rights of way of record, (b) all covenants and restrictions of record, and (c) building codes and zoning ordinances and regulations. Upon closing and recordation of the Deed, the Corporation shall be bound by and shall perform all of the obligations of Donor as record owner of the Premises as may be contained in any covenants of record affecting the Premises.

2. **ENVIRONMENTAL MATTERS.** Except as set forth in the attached "Disclosure of Environmental Matters," Donor warrants and represents that to the best of Donor's knowledge, information, and belief, there have never been nor are there now, any underground storage tanks on the Premises; nor has there been any activity on the Premises which has been conducted, or is being conducted, except in compliance with all statutes, ordinances, regulations, orders, permits, and common law requirements concerning: (i) handling of any toxic or hazardous substances, (ii) discharges of toxic or hazardous substances to the air, soil, surface water, or groundwater, and (iii) storage, treatment, or disposal of any toxic or hazardous substances at or connected with any activity on the Premises, including but not limited to, asbestos, materials containing asbestos, lead, lead-containing paint, radon, or any other toxic or hazardous substance which may require remediation under any applicable law. For the purposes of this Agreement, "hazardous

substance(s)" shall have the meaning of "hazardous substance" set forth in 42 U.S.C. §9601(14), as amended, any other substances which may be subject to liability pursuant to any environmental law of the United States or the State of Ohio.

Donor hereby agrees and indemnify and hold harmless the Corporation from any and all claims, judgements, damages, fines, penalties, liability, costs, and expenses, including reasonable fees and costs for attorneys, consultants, and experts, arising from the discovery or any toxic or hazardous substance on, in, or arising from the Premises, as defined above, except: (i) those which are the result of any activity of the Corporation, or (ii) any items described in the attached "Disclosure of Environmental Matters."

3. **TRANSFER.** Donor agrees to transfer and Corporation agrees to accept the Premises under the terms and conditions set forth in this paragraph no later than _____, 2017.

A. The Property shall include, all appurtenant rights, privileges and easements, and all buildings, improvements and fixtures, including but not limited to such of the following as are now on the property: All electrical, heating, plumbing, and bathroom fixtures, and all equipment and machinery located on, attached to, or used in connection with buildings and/or other improvements situated thereon.

B. Price. Donor agrees to transfer to Corporation the Premises for the sum of \$0.00. Donor agrees that the transfer made pursuant to this Agreement is a donation of said land, and that it shall not receive any payment amount from Corporation for said transfer. As consideration for the transfer of said real property, Donor acknowledges that the transfer of the real property to the Corporation will lead to the reutilization of said real property, and serve as a benefit to its community. In addition, Donor recognizes that he/she will no longer be responsible for unpaid property taxes owed regarding the Premises, and that he/she may receive some tax benefits donating said real property to the Corporation, which is presently a charitable organization formed under 26 U.S.C. §501(c)(3) of the United States Code.

C. **Conditions of Transfer.** The transfer of the above described real property is conditioned upon the following:

1. Donor's representations regarding environmental matters described in Item 2 above, as well as Donor's representations in Subparagraph G below being true as of closing.
2. Donor's representation that it is the fee simple owner of the Premises, free and clear of any claims, liens, or encumbrances which may interfere with the Corporation's ownership of the Premises.
3. Corporation's completion of a title examination evidencing that Donor is the fee simple owner of the Premises, free and clear of any claims, liens, or encumbrances which may interfere with the Corporation's ownership of the Premises.

D. Deed. Donor shall furnish a transferable and recordable general warranty deed conveying to Corporation a good and marketable fee simple title to the Premises free and clear of all liens, rights to take liens, and encumbrances whatsoever, except (a) legal highways, (b) any mortgage assumed by Corporation, (c) all installments of real estate taxes and assessments, and (d) rights of tenants in possession.

If title to all or part of the Premises is unmarketable or is subject to matters not accepted as provided above, Donor, at Donor's sole cost, shall cure any title defects and/or remove such matters within ten (10) days after receipt of written notice from Corporation, and if necessary the closing date shall be extended to permit Corporation the full 10 days to clear title. Said cure period shall be extended beyond the ten-day period if agreed upon by the parties.

G. Donor's Representations. Donor warrants represents that with respect to the Premises (a) it is the sole fee owner of the Premises and has all necessary authority to transfer said Premises, (b) there are no other contracts for sale or options involving the Premises, (c) no other party has any rights, title, or interest in the Premises, (d) there are no leases affecting or relating to the Premises, (e) prior to the completion of the transfer, Donor shall not subject the Premises to or consent to any leases, liens, encumbrances, covenants, conditions, restrictions, easements, rights of way, or agreements, or take any other action affecting or modifying the status of the Premises' title or otherwise affecting the title without the written consent of the Corporation, (f) there are no actions or claims in law or equity or proceedings by any government agency now pending, or to the knowledge of Donor, threatened against Donor in connection with the Premises, (g) Donor has no knowledge of any outstanding claims, suits, orders, injunctions, or orders from any court regarding the Premises, (h) Donor has not made any other commitments relating to the Premises which would impose any obligation on Donor, or the Corporation after the transfer is complete, (i) the completion of this transfer will not constitute the breach of any terms of any other agreement or violate any judgment, decree, or other such court or administrative order to which Donor is a party, (j) no work has been performed or improvements constructed that may result in future assessments, (k) no notices have been received from any public agency with respect to condemnation or appropriation, change in zoning, proposed future assessments, correction of conditions, or other similar matters, (l) Donor has no knowledge, after due inquiry, of any environmentally unsafe conditions, including but not limited to, underground storage tanks, releases, or spills. These representations shall survive the closing.

H. Condition of Premises. Corporation has examined the Premises and except as otherwise provided in this Contract, is purchasing it "as is" in its present condition, relying upon such examination as to the condition, character, size, utility and zoning of the Premises.

I. Condition of Closing. The transfer described herein set forth is conditioned upon both parties' full compliance with all terms of this Agreement and neither party must be in default under any of the terms of this Agreement.

J. Condition of Title. Title to the Premises at the time of closing shall be good and marketable fee simple title, and shall be free and clear of all encumbrances except for legal highways and streets, easements and restrictions of record, applicable zoning laws and ordinances, real estate taxes and assessments, rights of tenants in possession, and any liens or encumbrances placed thereon by Donor or anyone claiming by, through or under Donor. The Corporation shall obtain a title search to verify Donor does possess such marketable fee simple title.

4. **DEFAULT.**

A. Subject to the notice and cure provisions in the Paragraph B of this Section 4, a party will be in default under this Agreement if that party, through no fault of the other party fails or refuses to fulfill any other ongoing term, condition or obligation under this Agreement within the required time; or

B. As a precondition to exercising any remedies under this Agreement, upon the occurrence of any event of default the non-defaulting party must first give the defaulting party written notice declaring a default. The defaulting party will have ten (10) days to cure any default. If the defaulting party takes all necessary and diligent steps to cure a non-monetary default within the 10-day period, but is not able to complete the cure within that time through no fault of its own, the cure period will be extended for the minimum additional time reasonably necessary to complete the cure. The closing date will automatically be extended for a period commensurate with the length of any cure period. Failure of the defaulting party to cure the default within the required time after the notice of default will entitle the non-defaulting party to pursue its remedies under this Agreement.

C. If a party defaults on its obligations under this Agreement, the non-defaulting party may pursue any legal or equitable remedies to which it may be entitled under applicable law. This includes the right to terminate this Agreement without any further liability to the other party. Termination of this Agreement will not be considered an election of remedies that precludes recovery of damages or obtaining any equitable relief in addition to the termination.

D. In addition to all other damages and remedies to which a party may be entitled under this Agreement, and to the extent not prohibited by applicable law, the non-defaulting party may also recover from the defaulting party the reasonable fees and expenses of attorneys, accountants, valuation experts and other professionals that the non-defaulting party incurs as a result of the default, or in working with the defaulting party to cure the default.

5. **CHARITABLE DONATION OF PREMISES.** The transfer of the Premises pursuant to this Agreement is a charitable contribution of real property by Donor to the Corporation, a charitable organization formed under 26 U.S.C. §501(c)(3) of the United States Code. Any action taken by Donor with regard to obtaining any benefit, including but not limited to, any tax deduction for the charitable contribution made pursuant to this Agreement shall be the sole action of Donor. The Corporation makes no representations as to the value or condition of the Premises. Any such valuation used by Donor for any such purposes shall be determined and assigned solely by Donor. The Corporation shall have no liability with regard to any such valuation.

6. **MISCELLANEOUS PROVISIONS**

A. **Waiver.** No waiver of any condition or covenant of this Agreement shall be deemed to imply or constitute a further waiver of the same or any other like condition or covenant.

B. **Successors and Assigns.** This Agreement and all of its terms, conditions and provisions shall inure to the benefit of and be binding upon the parties and their respective administrators, executors, successors and assigns, subject to the right to assign as set forth hereinafter.

C. **Ohio Law.** This Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

D. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the Corporation and Donor regarding all matters herein. There are no other agreements, conditions, or representations, oral or written, expressed or implied, with regard thereto. This Agreement may be amended only in writing signed by both parties.

E. **Headings.** Headings in this Agreement are for convenience only and should not be used to interpret or construe the provisions thereunder.

F. **Binding Effect.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of both parties and their respective successors and assigns.

G. **Assignment.** The obligations hereunder are personal in nature. Neither party may assign its obligations without the prior express written consent of the other party.

H. **Severability.** If for any reason any paragraph, term or provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, then (a) the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby; and (b) all other valid provisions hereof shall remain in full force and effect, and all of the terms and provisions of this Agreement deemed to be serviceable in nature.

I. **Construction.** The parties acknowledge and agree that each party has reviewed and revised this Agreement, and that the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement and any modification or amendment thereto.

IN WITNESS WHEREOF, Corporation and Donor have signed this Agreement on the date first written above.

CORPORATION: CRAWFORD COUNTY LAND REUTILIZATION CORPORATION
(CCLRC)

Director, CCLRC

Director, CCLRC

Director, CCLRC

DONOR:

Name of Donor- (printed or typed)

Signature of Donor

EXHIBIT A

DISCLOSURE OF ENVIRONMENTAL MATTER