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| **STATE OF OHIO**  **DEPARTMENT OF TRANSPORTATION**  **Purchase Contract For Property Sold Pursuant To R.C. 5501.34 and 5501.45** | | | | | | | | | |
| ODOT Agreement No. |  | County: | |  | | | | | |
|  | | Route: | |  | | | | | |
| Property Manager for ODOT | |  | |  | | | | | |
|  | | Section: | |  | | | | | |
|  | |  | |  | | | | | |
|  | | Parcel(s): | | | | | | | |
|  | |
| ODOT Address and Phone Number | |  | |  | | | | | |
|  | | State Job No.: | | |  | | | | |
|  | |  | |  | | | | | |
|  | | PID: |  | | | | | | |
| Grantee(s) Name and Phone Number | |  | |  | | | | | |
|  | | Grantee: Site or P.M.: | | | | |  | | |
|  | |  | |  | | | | | |
|  | | Parcel Size: Acres | | | |  | | Square Feet |  |
| Grantee(s) Address | |  | |  | | | | | |
|  | |  | |  | | | | | |
|  | |  | |  | | | | | |
|  | |  | |  | | | | | |
|  | |  | |  | | | | | |
| Location of State Owned Property: See Exhibit A | |  | |  | | | | | |

This Agreement, entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, by and between the State of Ohio, by and through its Director of Transportation or said Director’s duly authorized representative [“Grantor”] and \*\*Full name of Grantee, and if not an individual, the nature of grantee and its state of organization\*\* [“Grantee”]; and

**Whereas,** in accordance with sections 5501.34 and 5501.45 of the Ohio Revised Code, on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, Grantor offered for sale a certain parcel (or parcels) of property more particularly described in Exhibit A attached hereto and by this reference incorporated herein [“Subject Property”]; and

**Whereas,** the offer of $\*\*Total Purchase Price\*\* submitted by Grantee appears to be the highest bid offered and received;

**Now Therefore,** in consideration of the foregoing and the further consideration of the promises, agreements and covenants hereinafter contained, Grantor and Grantee hereby contract as follows:

1. Grantee will pay to Grantor the sum of $\*\*Total Purchase Price\*\* [“Total Purchase Price”] payable as follows (a) $\*\*Amount of down payment\*\* [“Down Payment”] at the time this Agreement is executed by the parties; and (b) $\*\*Amount of Balance\*\* [“Balance Due”], which is the remaining balance of the Total Purchase Price, at the time of the consummation and closing of this Agreement. If Grantee fails to pay the Balance Due as provided herein, then the Down Payment will be retained by Grantor as liquidated damages and not as a penalty to cover the costs and expenses of associated with having the Subject Property reappraised and re-advertised for a future sale of the Subject Property to someone other than Grantee.

2. Grantee will not under any circumstances advertise, or agree to sell or otherwise alienate the Subject Property, or any portion thereof, to any third party until after the Governor's Deed contemplated by this Agreement has been delivered to Grantee. If Grantee fails to abide with the terms of this section, then, at its exclusive option, Grantor may declare the Down Payment forfeited and cancel the within contemplated sale and conveyance to Grantee.

3. Grantee will assume and pay all taxes, assessments and penalties that might be due and payable on said property as of the date of this Agreement, and Grantee will be exclusively responsible for any and all taxes, assessments and penalties subsequently assessed and accrued.

4. Grantor, upon fulfillment of all the obligations and terms of this Agreement, will convey the Subject Property to the Grantee. The conveyance instrument will be a Governor’s Deed that quit-claims all the rights, titles and interests of the State of Ohio except any and all of the oil and gas and their constituents, sulfur, coal, lignite, uranium, and other fissionable material, geothermal energy, base and precious metals, rock, stone, gravel, and any other mineral substances presently in or under the Subject Property; the foregoing reservation of said materials and minerals pertains to the exclusive right to execute any and all oil and gas leases and any other mineral leases or other contractual arrangements whereby the right of exploring, mining, removing and marketing of the hereinabove reserved minerals could be transferred by Grantor to third parties, and the within reservation also pertains to the exclusive right to receive any and all bonuses, royalties, shut-in and/or delayed marketing payments and any other types of rental or lease payments associated with any of the aforementioned leases or other contractual arrangements with third parties; together with the ownership of any future reversionary oil and gas and their constituents, and other mineral rights, in total, upon the expiration of any such lease or other contractual arrangement with third parties; the foregoing reservation does not include a right to enter upon or use the surface of the Subject Property. Said Governor’s Deed will be delivered to Grantee at the time of consummation and closing of this Agreement, at which time Grantee will pay to Grantor the Balance Due as described in § 1 above.

5. The consummation and closing of this Agreement will occur at such time and place as the parties may agree, but not later than \*\*number of days\*\* days after Grantor notifies Grantee in writing that the Grantor is ready to consummate and close this Agreement; Grantor anticipates that Governor’s Deed needed to consummate and close this Agreement will available within 90 days of the date on which this Agreement is executed by the parties.

6. Except as may have been otherwise specified in Grantor’s notice of sale of the Subject Premises, Grantee will not take possession of the Subject Property until the consummation and closing of this Agreement occurs.

7. If the Subject Property, or a portion thereof, is damaged or destroyed by fire or other cause between the date on which this Agreement is executed by the parties and the date on which this Agreement is consummated and closed, then at its exclusive option Grantor may:

(a) Elect to proceed with the consummating and closing this Agreement, in which event Grantor will restore the Subject Property to substantially the same condition it was at the time of the execution of this Agreement; or

(b) Elect to rescind this Agreement, in which event the parties will be released from all duties, obligations and liabilities created by this Agreement and the Down Payment will be refunded to Grantee.

8. Grantor is conveying the Subject Property in an AS-IS, WHERE-IS condition, WITH ALL FAULTS, including all defects, known or unknown; provided, however Grantor (without a duty to inspect and discover) shall disclose to Grantee any and all defects or faults known to Grantor. Both Grantor and Grantee are acting at arm’s length to protect their own interests, and Grantee has and will use its own independent judgment concerning the sale and purchase of the Subject Property. Grantor does not make to Grantee, and Grantor expressly disclaims, any representations, warranties and/or guarantees, express or implied, oral or written, of any kind whatsoever as to the Subject Property, including but not limited to any warranties of title.

9. Grantee assumes all environmental liability and responsibility with respect to the land and its improvements and further agrees to indemnify and hold harmless the State of Ohio and its Department of Transportation, employees, agents, contractors and officials against any and all damages, claims, liability, loss, fines, or expenses, including, but not limited to, attorney’s fees and litigation costs, related to the discovery, presence, disposal, release or clean-up of contaminants, hazardous materials, or wastes affecting the Subject Property, or the soil, water, vegetation, buildings or personal property located thereon, whether known or unknown, as well as any personal injury or property damage related to such contaminants, hazardous materials or other pollutants. The foregoing indemnity agreement will survive the consummation and closing of this Agreement.

10. This Agreement will be a valid and binding contract for sale and purchase of the Subject Property at such time as it is fully executed by both Grantor and Grantee.

11. Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

12. This Agreement will be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

13. This instrument contains the entire agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, express or implied, other than herein set forth, shall be binding upon either Grantor or Grantee.

14. No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Grantor and Grantee.

**In Witness Whereof**, the parties hereto, namely the State of Ohio, Department of Transportation and \*\*Full name of Grantee\*\* have executed this Agreement on the date(s) indicated immediately below their respective signatures.

\*\*FULL NAME OF GRANTEE\*\*

\*\*identify nature of grantee and its state of organization\*\*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \*\*Signers Name and Office\*\*

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_

**OR**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*\*NAME OF INDIVIDUAL GRANTEE; if more than one, repeat

signature and date lines as needed)\*\*

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_

STATE OF OHIO

DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*\*NAME OF DIRECTOR\*\*, Director

By: \*\*Name of Director’s Representative\*\*

\*\*Office of Director’s Representative\*\*

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_