### **Ground Lease Agreement (Building Sold Back to Landowner)**

**This Ground Lease Agreement** ("Agreement") is made and entered into on [Date] by and between [Landowner Name], hereinafter referred to as the "Lessor," and [Nonprofit Name], hereinafter referred to as the "Lessee."

**1. Lease of Premises**

* The Lessor hereby leases to the Lessee the property located at [Address/Legal Description of Land], hereinafter referred to as the "Premises," for the purpose of constructing a building for nonprofit purposes.

**2. Term**

* This lease is for a term of [Length of Term, e.g., 25 years], commencing on [Start Date] and ending on [End Date], unless terminated sooner in accordance with this Agreement.

**3. Construction of Building**

* The Lessee is responsible for all costs associated with the construction of the building, permits, and related improvements.

**4. Use of Premises**

* The Lessee may use the Premises solely for the operation of [Specify Purpose].

**5. Ownership of Building**

* During the term of this Agreement, the Lessee shall hold title to the building constructed on the Premises.
* Upon expiration or termination of this Agreement, the Lessor agrees to purchase the building from the Lessee at an agreed purchase price of [Agreed Amount or Formula to Determine Price].

**6. Rent**

* Lessee shall pay annual rent of [Amount] to Lessor, payable in [Installment Terms].

**7. Maintenance and Repairs**

* The Lessee shall be responsible for all maintenance, repair, and upkeep of the building during the lease term.

**8. Purchase and Transfer of Building**

* Upon termination, the building and improvements shall be transferred to the Lessor upon payment of the agreed purchase price. The parties agree to execute all necessary documents to effectuate this transfer.

**9. Default and Termination**

* [Specify conditions for default and termination.]

**10. Insurance and Liability**

* The Lessee shall maintain liability insurance for the duration of the lease.

**11. Miscellaneous Provisions**

* [Any additional provisions.]

**IN WITNESS WHEREOF,** the parties have executed this Ground Lease Agreement as of the date first written above.

**The Lessor The Lessee**

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