

Sub. S.B. 66
As Passed by the Senate

Topic: DRC land conveyance

_____ moved to amend as follows:

In line 24 of the title, delete "and" 1

In line 27 of the title, after "employee" insert "; and to 2
authorize the conveyance of state-owned real estate" 3

After line 2323, insert: 4

"**Section 4.** (A) The Governor may execute a Governor's Deed in 5
the name of the State conveying to the Scioto County Commissioners 6
("Grantee"), and its successors and assigns, all the State's 7
right, title, and interest in the following described real estate: 8

Located in Valley Township, Scioto County, Ohio and being a 9
part of the northwest part of Fractional Section 5 of Township 2 10
North, Range 21 West, Ohio River Survey, and a part of Lot numbers 11
One (1) and Two (2) according to the plat in the Suit of Partition 12
of the north part of Section 5 entitled Lenard Groninger vs John 13
Groninger and others in Common Pleas Court of Scioto County, Ohio 14
recorded on Page 393 of Volume E of said court records and more 15
particularly described as follows: 16

Beginning at a point marking the intersection of the 17
centerline of Cook Road with the easterly right-of-way line of the 18
Norfolk and Western Railway Company, said point being located 19
southerly on said right-of-way line and an extension northerly 20

thereof, a distance of 1134.09 feet from its intersection with the township and section line between Valley Township, Township 2 North, Range 21 West, Section 5, and Valley Township, Township 3 North, Range 21 West, Section 32; thence along said easterly right-of-way line of the Norfolk and Western Railway Company, S 17° 47' E 952.04 feet to a concrete monument, passing at 30.28 feet a concrete monument on the southerly right-of-way line of Cook Road; thence continuing along said railroads easterly line, S 18° 42' 24" E 203.25 feet to a point; thence along said railroads easterly line, S 22° 04' 21" E, 200.56 feet to a point; thence N 71° 00' E, 130.00 feet to a point; thence S 49° 00' E, 50.00 feet to a point; thence N 57° 30' E, 445.00 feet to a point; thence N 18° 19' 56" W, 500.88' to a concrete monument; thence N 24° 56' 29" W, 327.58 feet to a concrete monument; thence S 74° 37' 32" W, 459.38 feet to a point; thence N 17° 47' W, 424.64 feet to a point in the centerline of Cook Road; thence with said centerline, S 79° 16' 53" W, 100.76 feet to the place of beginning and containing 13.18 acres, more or less, and subject to easements of record.

Further excepting and reserving unto the grantor herein the use of the present underpass and drive east from the Norfolk and Western railway and located at the southwesterly corner of the premises described hereinabove.

Being parts of the same premises described as Second Trust, in a deed dated January 2, 1934, from Union Joint Stocks Land Bank of Detroit to Carl D. Schisler and Lyda S. Schisler and recorded in Volume 204, Pages 469 and 473, and premises described in a deed dated November 3, 1966 from the Greater Portsmouth Growth Corporation to the State of Ohio and recorded in Volume 567, Pages 467, 468, 469 and 470.

The foregoing legal description may be corrected or modified

by the Department of Administrative Services to a final form if 51
such corrections or modifications are needed to facilitate 52
recordation of the deed. 53

(B)(1) The conveyance includes improvements and chattels 54
situated on the real estate, and is subject to all easements, 55
covenants, conditions, and restrictions of record; all legal 56
highways and public rights-of-way; zoning, building, and other 57
laws, ordinances, restrictions, and regulations; and real estate 58
taxes and assessments not yet due and payable. The real estate 59
shall be conveyed in "as-is, where-is, with all faults" condition. 60

(2) The deed may contain restrictions, exceptions, 61
reservations, reversionary interests, or other terms and 62
conditions the Director of Administrative Services determines to 63
be in the best interest of the State including restrictions 64
prohibiting the Grantee from occupying, using, developing, or 65
selling, the real estate, or the wastewater treatment plant 66
thereon, such that the occupancy, use, development, or sale will 67
interfere with the quiet enjoyment of neighboring state-owned 68
land. The deed also shall contain a restriction that the use of 69
the wastewater treatment plant shall continue to service sanitary 70
effluent from the Southern Ohio Correctional Facility so long as 71
the Department of Rehabilitation and Correction deems it 72
necessary. 73

(3) Subsequent to the conveyance, any restrictions, 74
exceptions, reservations, reversionary interests, or other terms 75
and conditions contained in the deed may be released by the State 76
or the Department of Rehabilitation and Correction without the 77
necessity of further legislation. 78

(4) Notwithstanding any provision of the Revised Code, the 79
state of Ohio may transfer to the Grantee in accordance with the 80

real estate purchase agreement any supplies, equipment, 81
 furnishings, fixtures, or other assets, of the State of Ohio, 82
 considered necessary by the Directors of Rehabilitation and 83
 Correction and Administrative Services for the continued operation 84
 and management of the wastewater treatment plant. Any such 85
 supplies, equipment, furnishings, fixtures, or other assets shall 86
 not be considered supplies, excess supplies, or surplus supplies 87
 as defined in section 125.12 of the Revised Code and may be 88
 disposed of as part of the sale of the real estate to the Grantee. 89

(5) If the Grantee seeks to resell or otherwise transfer the 90
 real estate and/or the wastewater treatment plant thereon, then 91
 the Grantee irrevocably grants to the State of Ohio a right to 92
 repurchase the real estate and/or the plant. The Grantee must 93
 first offer the State the opportunity to repurchase the real 94
 estate and/or the plant that is to be resold or transferred for a 95
 price not greater than the purchase price paid to the State for 96
 the real estate and the plant thereon, less depreciation from the 97
 time of the conveyance of the real estate and the plant thereon, 98
 plus the depreciated value of any capital improvements to the real 99
 estate and the plant thereon, that were made to it and funded by 100
 anyone other than the State of Ohio subsequent to the conveyance 101
 to the Grantee. This repurchase opportunity must be offered to the 102
 State at least 180 days before the Grantee intends to resell or 103
 otherwise transfer the real estate and/or the plant that is to be 104
 resold or transferred. After being offered the repurchase 105
 opportunity, the State has the right to repurchase the real estate 106
 and/or the plant that is to be resold or transferred for the price 107
 described in this division. 108

(C) The Director of Administrative Services shall offer the 109
 real estate to the Scioto County Commissioners through a 110
 negotiated real estate purchase agreement which includes, but is 111

not limited to, accepting sanitary effluent within current average 112
daily flow capacity, monitored by flow meters, from the Southern 113
Ohio Correctional Facility at reasonable negotiated user rates; 114
and the Grantee will improve its owned and/or operated sewer 115
infrastructure, particularly its sanitary sewer lines to eliminate 116
storm water inflow and infiltration. Consideration for the 117
conveyance of the real estate shall be \$1. 118

(D) The real estate described in division (A) of this section 119
shall be sold as an entire tract and not in parcels. 120

(E) The Grantee shall pay all costs associated with the 121
purchase, closing and conveyance, including surveys, title 122
evidence, title insurance, transfer costs and fees, recording 123
costs and fees, taxes, and any other fees, assessments, and costs 124
that may be imposed. 125

The proceeds of the sale shall be deposited into the state 126
treasury to the credit of the Adult and Juvenile Correctional 127
Facilities Bond Retirement Fund in accordance with section 128
5120.092 of the Revised Code. 129

(F) Upon payment of the purchase price, the Auditor of State, 130
with the assistance of the Attorney General, shall prepare a 131
Governor's Deed to the real estate described in division (A) of 132
this section. The Governor's Deed shall state the consideration, 133
restrictions, and other terms and conditions, and shall be 134
executed by the Governor in the name of the State, countersigned 135
by the Secretary of State, sealed with the Great Seal of the 136
State, presented in the Office of the Auditor of State for 137
recording, and delivered to the Grantee. The Grantee shall present 138
the Governor's Deed for recording in the Office of the Scioto 139
County Recorder. 140

(G) As part of the conveyance, the Department of 141

Administrative Services will grant a perpetual easement to the Scioto County Commissioners to provide access, inspection, refurbishment, repair, maintenance, replacement, or other improvement to any sanitary sewer lines located on the adjacent land under the jurisdiction of the Department of Rehabilitation and Correction. If alternate access to the wastewater treatment plant is required, the Department of Administrative Services will grant an easement that may be perpetual on the adjacent land under the jurisdiction of the Department of Rehabilitation and Correction to the Scioto County Commissioners.

The Grantee shall pay for a survey of the affected area and provide a legal description of the property in conformity with the access road(s) and existing sanitary sewer line(s).

(H) This section expires three years after its effective date."

The motion was _____ agreed to.