As Reported by the Senate General Government and Agency Review Committee

133rd General Assembly
Regular Session
2019-2020

Sub. H. B. No. 481

Representative Fraizer

Cosponsors: Representatives Hambley, Clites, Crossman, Ginter, Lanese, Stephens

A BILL

To authorize the conveyance of state-owned real property.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF OHIO:

Section 1. (A) The Governor may execute a Governor's Deed in the name of the state conveying to one or more purchaser or purchasers, their heirs, successors, and assigns, all of the state's right, title, and interest in the following described real estate:

Situated in the southeast part of the east one-half of the northwest quarter of section 27, Township 6 South, Range 15 East, Pleasant Township, Marion County, State of Ohio, and more particularly described as follows:

Commencing at an iron pin at the intersection of the centerline of township road 123-G, the Newmans-Cardington road with the north and south mid-section line of section 27; Said point being at the occupied northeast corner of the northwest quarter of section 27; Then S. 2° 04' 45" W. along the east line

of the northwest quarter of section 27 a distance of 1474.0 feet to an iron pin set at the true place of beginning; Then continuing S. 2° 04' 45" W. along the said east line of the northwest quarter a distance of 430.00 feet to an iron pin; Then N. 89° 00" W. along the property line between Fred W. Leffler and Amelia L. M. Jones a distance of 500.00 feet to an iron pin (passing over an iron pipe found at 459.48 feet); Then N. 1° 00' E. a distance of 50.00 feet; Then N. 29° 42' 45" E. a distance of 433.18 feet to an iron pin; Then S. 89° 00" E. a distance of 300.00 feet to the place of beginning, containing 4.067 acres more or less and subject to all easements of record.

Prior Instrument: Vol 527 Page 311

Parcel Number 25-041000-1700

Situated in the north mid-part of the East one-half of the Northwest quarter of section 27, township 6 South, Range 15 East, Pleasant Township, Marion County, State of Ohio and more particularly described as follows:

Commencing at an iron pin at the intersection of the centerline of township road 123-G, the Newmans-Cardington road with the north and south mid-section line of section 27; Said point being at the occupied northeast corner of the northwest quarter of section 27; Then N. 87° 04' 30" W. along the centerline of township road 123-G, a distance of 834.58 feet to a point; Then S. 2° 46' 30" W. a distance of 20.00 feet to a point on the south right-of-way line of the said road, said point being at the true place of beginning; Then continuing S. 2° 46' 30" W. a distance of 208.45 feet to a point at the beginning of a curve of 30.00 feet radius to the right; Then with the curve distance of 15.47 feet to its end; Then S. 32° 19' 30" W. a distance of 6.79 feet to a point at the beginning

of a curve of 30.00 feet radius to the left; then with the curve a distance of 15.47 feet to its end; Then S. 2° 46' 30" W. along the centerline of an existing farm lane a distance of 1628.37 feet to a point at the beginning of a curve of 30.00 feet radius to the left; Then with the curve a distance of 48.05 feet to its end; then S. 89° 00' E. a distance of 338.01 feet to a point on the west line of a certain 4.067 acre tract, said point being 10.00 feet north of the southwest corner of said tract. A lane easement of 10.00 feet width centered on the above described centerline shall be provided by the grantor, Fred W. Leffler, for the purpose of ingress and egress to a certain 4.067 acre tract located in the southeast corner of his property. Said lane easement contains 0.519 acres more or less.

The foregoing legal description may be corrected or modified by the Department of Administrative Services to a final form if such corrections or modifications are needed to facilitate recordation of the deed.

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

(2) The deed for the conveyance of the real property described in division (A) of this section may contain restrictions, exceptions, reservations, reversionary interests, and other terms and conditions the Director of Administrative

Services determines to be in the best interest of the state.

(3) Subsequent to the conveyance, any restrictions, exceptions, reservations, reversionary interests, or other terms and conditions contained in the deed may be released by the state or the Broadcast Educational Media Commission without the necessity of further legislation.

(4) The real estate described in division (A) of this section shall be sold subject to the perpetual easement for ingress and egress contained in division (A) of this section, and the deed for the conveyance shall include such easement.

(5) The deed may contain restrictions prohibiting the purchaser or purchasers from occupying, using, or developing, or from selling, the real estate such that the use or alienation will interfere with the quiet enjoyment of neighboring state-owned land.

(6) The real estate described above shall be conveyed only if the Director of Administrative Services and the Director of the Broadcast Educational Media Commission first have determined that the real estate is surplus real property no longer needed by the state and that the conveyance is in the best interest of the state.

(C) The Director of Administrative Services shall conduct a sale of the real estate by sealed bid auction or public auction, and the real estate shall be sold to the highest bidder at a price acceptable to the Director of Administrative Services and the Broadcast Educational Media Commission. The Director of Administrative Services shall advertise the sealed bid auction or public auction by publication in a newspaper of general circulation in Marion County, once a week for three consecutive

weeks before the date on which the sealed bids are to be opened or the public auction conducted. The Director of Administrative Services shall notify the successful bidder in writing. The Director of Administrative Services may reject any or all bids.

The purchaser or purchasers shall pay ten percent of the purchase price to the Director of Administrative Services within five business days after receiving the notice the bid has been accepted or within five business days of the public auction. The purchaser or purchasers shall pay the balance of the purchase price to the Director within 60 days after receiving notice the bid has been accepted or date of the public auction. When the purchase price has been paid, the Director and purchaser or purchasers shall enter into a real estate purchase agreement, in the form prescribed by the Department of Administrative Services. Payment may be made in cash, or by bank draft or certified check made payable to the Treasurer of State. A purchaser who does not complete the conditions of the sale as prescribed in this division shall forfeit the ten percent of the purchase price paid to the state as liquidated damages. If a purchaser fails to complete the purchase, the Director of Administrative Services may accept the next highest bid, subject to the foregoing conditions. If the Director of Administrative Services rejects all bids, the Director may repeat the sealed bid auction or public auction, or may use an alternative sale process that is acceptable to the Broadcast Educational Media Commission.

The Broadcast Educational Media Commission shall pay advertising and other costs incident to the sale of the real estate.

(D) The real estate described in division (A) of this

section shall be sold as an entire tract and not in parcels.

(E) The purchaser or purchasers shall pay all costs associated with the purchase, closing, and conveyance, including surveys, title evidence, title insurance, transfer costs and fees, recording costs and fees, taxes, and any other fees, assessments, and costs that may be imposed.

The net proceeds of the sale shall be deposited into the state treasury to the credit of the Broadcast Educational Media Commission's Affiliate Services Fund (4F30) in support of BEMC's mission described in division (A)(2) of section 3353.04 of the Revised Code.

(F) Upon receipt of a fully executed purchase agreement and upon receipt of written notice from the Director of Administrative Services, the Auditor of State, with the assistance of the Attorney General, shall prepare a Governor's Deed to the real estate described in division (A) of this section. The Governor's Deed shall state the consideration and shall be executed by the Governor in the name of the state, countersigned by the Secretary of State, sealed with the Great Seal of the State, presented in the Office of the Auditor of State for recording, and delivered to the purchaser or purchasers. The purchaser or purchasers shall present the Governor's Deed for recording in the Office of the Marion County Recorder.

(G) This section shall expire three years after its effective date.

Section 2. (A) The Governor may execute a Governor's Deed in the name of the state conveying to the Greater Dayton Public Television, Inc. ("Grantee"), and its successors and assigns, or

to an alternate grantee, its successors and assigns, all of the state's right, title, and interest in the following described real estate:

Being the same premises conveyed by Trustee's Deed to Ohio Educational Television Network, an independent agency of the government of Ohio, created by an act of the General Assembly of the State of Ohio, pursuant to Case No. 71-0398D in the United States District Court, Southern District of Ohio, Western Division.

(1) Parcel 1: Situated in Section 13, Town 3, Range 5 East, Township of Jefferson, County of Montgomery, State of Ohio and being more particularly described as follows:

Beginning at southwest corner of Lot No. 75903 of the revised and consecutive numbers of lots on the Plat of the City of Dayton, Ohio said corner also being on the corporation line of the said City of Dayton and the corporation line of the City of Moraine, said corner also being the northeast corner of Lot 5196 of the consecutive numbered lots of the City of Moraine;

Thence, along the corporation line of the City of Moraine and north line of Lot 5196, S 89° 11' 30" W, 880.91 feet to the southeast corner of a 3.150 acre parcel conveyed to Jacob R. Whiteaker in instrument number 2018-00021463;

Thence, leaving the corporation line of the City of Moraine and along the east line of said 3.150 acre parcel, the east line of a 2.499 acre parcel, also conveyed to Jacob R. Whiteaker in instrument number 2018-00021463, a 2.5 acre parcel conveyed to Ruth C. Mack in instrument number 1981-00393D004, a 3.54 acre parcel conveyed to the estate of Emily C. Tate in instrument number 2019-00024911 and partially along the east

line of a 1.36 acre parcel also conveyed to the estate of Emily C. Tate in instrument number 2019-00024911, N 4° 04' 10" W, 786.30 feet to the southwest corner of a 16.42 acre parcel conveyed to Waste Management of Ohio, Inc in instrument number 1992-00523C005,

Thence, along the south line of said 16.42 acre parcel, N 85° 11' 30" E, 880.95 feet to the west line of said Lot 75903 and the corporation line of the City of Dayton;

Thence along the west line of Lot 75903 and the corporation line of the City of Dayton, S 4° 04' 00" E, 786.30 feet to the place of beginning and containing 15.900 acres more or less and subject to all easements and restrictions of record.

Auditors Parcel # G27 01702 0071

(2) Parcel 2: City of Dayton, County of Montgomery, State of Ohio and being a part of Lot 75903 of the revised and consecutive numbers of lots on the Plat of the City of Dayton, Ohio and being more particularly described as follows:

Beginning at the southeast corner of Lot 75903, said corner being in the center of Gettysburg Avenue and the northeast corner of Lot 75904;

Thence, along the south line of Lot 75903 and the north line of Lot 75904, S 85° 11' 30" W, 150.01 feet to the southwest corner of Lot 75903, said corner also being on the corporation line of the City of Dayton;

Thence, along the west line of Lot 75903 and the corporation line of the City of Dayton, N 4° 04' 00" W, 70.01 feet to the southwest corner of a 4.629 acre parcel conveyed to Waste Management of Ohio, Inc in instrument number 1992-00523C005,

Thence, leaving the west line of lot 75903 and the corporation line and along the south line of said 4.629 acre parcel, N 85° 11' 30" E, 150.01 feet to the east line of Lot 75903 and the centerline of Gettysburg Avenue;

Thence, along the said east line of Lot 75903 and the centerline of Gettysburg Avenue, S 4° 04" 00" E, 70.01 feet to the beginning and containing 0.241 Acres more or less subject to all easements and restrictions of record.

Auditors Parcel # R72 16907 0041

Prior Instrument # 7200154B01

All references refer to documents on file in the offices of the Montgomery County Recorder.

The foregoing legal description may be corrected or modified by the Department of Administrative Services to a final form if such corrections or modifications are needed to facilitate recordation of the deed.

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

(2) The deed for the conveyance of the real estate described in division (A) of this section may contain restrictions, exceptions, reservations, reversionary interests, or other terms and conditions the Director of Administrative

Services determines to be in the best interest of the state.

(3) Subsequent to the conveyance, any restrictions, exceptions, reservations, reversionary interests, or other terms and conditions contained in the deed may be released by the state or the Broadcast Educational Media Commission without the necessity of further legislation.

(4) The deed or deeds to the real estate shall include the following deed restriction:

In the event the grantee desires to sell or transfer the real estate described in division (A) of this section, the grantee shall notify the State of Ohio and shall offer to return title of the real estate described in division (A) of this section to the State of Ohio for the purchase price to be determined and conditioned upon written agreement from the State of Ohio to accept title at the sole option and discretion of the Director of Administrative Services and the Executive Director of Broadcast Educational Media Commission. Should the State of Ohio decline to accept this reversion of title interest not later than 90 days after receipt of notice, the grantee shall be authorized to proceed with any subsequent transfer, conveyance, or disposal of the real estate.

(C) Consideration for the conveyance of the real estate described in division (A) of this section shall be determined.

The Director of Administrative Services shall offer the real estate to the Greater Dayton Public Television, Inc., through a real estate purchase agreement prepared by the Department of Administrative Services. If the Greater Dayton Public Television, Inc., does not complete the purchase of the real estate within the time period provided in the real estate

purchase agreement, the Director of Administrative Services may use any reasonable method of sale considered acceptable by the Broadcast Educational Media Commission to determine an alternate grantee to complete the purchase within three years after the effective date of this section. The Broadcast Educational Media Commission shall pay all advertising costs, additional fees, and other costs incident to the sale of the real estate. In that case, consideration for the conveyance of the real estate to an alternate grantee or grantees shall be at a price and pursuant to terms and conditions acceptable to the Director of Administrative Services and the Broadcast Educational Media Commission.

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

(E) Grantee shall pay all costs associated with the purchase, closing and conveyance of the real estate, including surveys, title evidence, title insurance, transfer costs and fees, recording costs and fees, taxes, and any other fees, assessments, and costs that may be imposed.

The net proceeds of the sale shall be deposited into the state treasury to the credit of the Broadcast Educational Media Commission's Affiliate Services Fund (4F30) in support of BEMC's mission described in division (A)(2) of section 3353.04 of the Revised Code.

(F) Upon receipt of a fully executed purchase agreement and upon receipt of written notice from the Director of Administrative Services, the Auditor of State, with the assistance of the Attorney General, shall prepare a Governor's Deed to the real estate described in division (A) of this section. The Governor's Deed shall state the consideration and

shall be executed by the Governor in the name of the state, countersigned by the Secretary of State, sealed with the Great Seal of the State, presented in the Office of the Auditor of State for recording, and delivered to the grantee. The grantee shall present the Governor's Deed for recording in the Office of the Montgomery County Recorder.

(G) This section shall expire three years after its effective date.

Section 3. (A) The Director of Administrative Services may execute a perpetual easement in the name of the state granting to Midtown Inspirion, LLC, an Ohio limited liability company, and its successors and assigns, or to an alternate grantee, a perpetual easement for ingress and egress purposes burdening the following described real estate:

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio and known as being part of Original Ten Acre Lot No. 87, and being more particularly described as follows:

Beginning on the easterly line of East 30th Street (formerly Sterling Avenue), 60 feet wide, at the northwesterly corner of a parcel of land formerly conveyed to Scripps-Howard Radio Inc. by deed dated March 21, 1956 and recorded in Volume 8609, Page 472 of Cuyahoga County Records; Thence along the easterly line of East 30th Street, North 00 degrees 08 minutes 30 seconds East a distance of 156.86 feet to the PRINCIPAL PLACE OF BEGINNING of the herein described parcel of land:

Course 1) Thence continuing along the easterly line of East 30th Street, North 00 degrees 08 minutes 30 seconds East a distance of 20.00 feet;

Course 2) Thence South 89 degrees 51 minutes 30 seconds

East a distance of 196.00 feet;

Course 3) Thence South 00 degrees 08 minutes 30 seconds West a distance of 177.44 feet to the northerly line of lands as conveyed to Crystal Kingdom Development, LLC by deed recorded in AFN #200902130144 of Cuyahoga County Records;

Course 4) Thence along the northerly line of lands so conveyed, North 88 degrees 32 minutes 17 seconds West a distance of 20.01 feet;

Course 5) Thence North 00 degrees 08 minutes 30 seconds East a distance of 156.98 feet;

Course 6) Thence North 89 degrees 51 minutes 30 seconds West a distance of 176.00 feet to the Principal Place of Beginning as described by Christopher J. Dempsey, Professional Land Surveyor No. 6914 of Dempsey Surveying Company on May 9, 2014.

Basis of Bearings: Bearings are to an assumed meridian and are used to indicate angles only.

The foregoing legal description may be corrected or modified by the Department of Administrative Services to a final form if such corrections or modifications are needed to facilitate recordation of the perpetual easement.

(B) The perpetual easement shall state the obligations of, and the duties to be observed and performed by, Midtown Inspirion, LLC, or an alternate grantee, with regard to the perpetual easement.

(C) Consideration for granting the perpetual easement is $1.

(D) The Director of Administrative Services, with the

assistance of the Attorney General, shall prepare the perpetual easement document. The perpetual easement shall state the consideration and the terms and conditions for the granting of the perpetual easement. The perpetual easement shall be executed by the Director of Administrative Services in the name of the state, presented in the Office of the Auditor of State for recording, and delivered to Midtown Inspirion, LLC, or an alternate grantee. Midtown Inspirion, LLC, or an alternate grantee, shall present the perpetual easement for recording in the Office of the Cuyahoga County Recorder. Midtown Inspirion, LLC, or an alternate grantee, shall pay the costs associated with recording the perpetual easement.

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

Section 4. (A) The Governor may execute a Governor's Deed in the name of the state conveying to Martin R. Knapke, and his heirs, successors, and assigns, or to an alternate purchaser or purchasers, and to the alternate purchaser or purchaser's heirs, successors and assigns, all of the state's right, title, and interest in the following described real estate:

Situate in the State of Ohio, County of Mercer, Township of Liberty, being part of the Northeast Quarter of Section 28, Township 5 South, Range 1 East, and being that same 3.789 acre tract conveyed to the State of Ohio in Official Record Book 153, Page 48, all references being those of record in the Recorder's Office, Mercer County, Ohio, and being more particularly described as follows:

Commencing at a magnail found at the southeast corner of the northeast quarter of Section 28, said corner also being the centerline intersection of Skeels Road and Wabash Road;

Thence, with the centerline of said Skeels Road and the east-west half section line of Section 28, N 88° 08' 11" West, 818.75 feet to a point at the southwest corner of that 2.995 acre parcel as conveyed to Charles G. Knapke and Martin R. Knapke in Deed Volume 322, Page 542, said point also being the Place of Beginning of the 3.7704 acre parcel herein described;

Thence continuing with the said centerline and said east-west half section line N 88° 08' 11" West, 512.40 feet to a point at the southeasterly corner of that 143.225 acre parcel as conveyed to Hope E. Rock in Deed Volume 260, Page 340;

Thence along the easterly line of said Hope E. Rock parcel, N 01° 05' 49" E, passing a 5/8 inch iron bar with an unmarked yellow cap found on the northerly line of said Skeels Road at 30.00 feet, a total distance of 316.00 feet to a 5/8 inch iron bar with an unmarked yellow cap found;

Thence along the southerly line of said Hope E. Rock Parcel, S 87° 39' 20" E, 534.52 feet to a 5/8 inch iron bar with an unmarked yellow cap found;

Thence along the westerly line of said Hope E. Rock parcel and the said Knapke parcel, S 05° 08' 49" W, passing a 5/8 inch iron bar with an unmarked yellow cap found at the northwest corner of said Knapke parcel at 10.00 feet and a 5/8 inch iron bar with a yellow cap inscribed "SURVEY POINT THOMPSON #5879" found the northerly line of said Skeels Road at 282.00 feet, a total distance of 312.00 feet to the Place of Beginning and containing 3.7704 acres, more or less and subject to all easements and restrictions of record.

Bearings for this description are based upon the East Line of the Northeast Quarter of Section 28 being N 01° 36' 42' E.

Reference is made to a survey of said quarter section by James W. Geeslin, P.S. 7764, dated December 12, 2018 and on file in the Mercer County Engineer's Office.

Mercer County Parcel Number: 28-009350.0000

Prior Instrument Reference: Official Record Book 153, Page 48

The foregoing legal description may be corrected or modified by the Department of Administrative Services to a final form if such corrections or modifications are needed to facilitate recordation of the deed.

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

(2) The deed for the conveyance of the real estate may contain restrictions, exceptions, reservations, reversionary interests, or other terms and conditions the Director of Administrative Services determines to be in the best interest of the state.

(3) Subsequent to the conveyance, any restrictions, exceptions, reservations, reversionary interests, or other terms and conditions contained in the deed may be released by the Department of Administrative Services without the necessity of further legislation.

(C) The Director of Administrative Services shall offer

the real estate to Martin R. Knapke through a real estate purchase agreement prepared by the Department of Administrative Services. Consideration for the conveyance of the real estate shall be at a price acceptable to the Director of Administrative Services. If Martin R. Knapke does not complete the purchase of the real estate within the time period provided in the real estate purchase agreement, the Director of Administrative Services may use any reasonable method of sale to determine an alternate purchaser or purchasers willing to complete the purchase within three years after the effective date of this section. In that case, consideration for the conveyance of the real estate to an alternate purchaser or purchasers shall be at a price and any terms and conditions acceptable to the Director of Administrative Services.

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

(E) The purchaser or purchasers shall pay all costs associated with the purchase, closing, and conveyance of the subject real estate, including appraisals, surveys, title evidence, title insurance, transfer costs and fees, recording costs and fees, taxes, and any other fees, assessments, and costs that may be imposed.

The net proceeds of the sale of the real estate shall be deposited into the state treasury to the credit of the General Revenue Fund.

(F) Upon receipt of written notice from the Department of Administrative Services, the Auditor of State, with the assistance of the Attorney General, shall prepare a Governor's Deed to the real estate described in division (A) of this section to the purchaser or purchasers. The Governor's Deed

shall state the consideration and shall be executed by the Governor in the name of the state, countersigned by the Secretary of State, sealed with the Great Seal of the State, presented in the Office of the Auditor of State for recording, and delivered to the purchaser or purchasers. The purchaser or purchasers shall present the Governor's Deed for recording in the Office of the Mercer County Recorder.

(G) This section shall expire three years after its effective date.

Section 5. (A) The Governor may execute a Governor's Deed in the name of the state conveying to selected grantee or grantees, their heirs, successors, and assigns, to be determined in the manner provided in division (C) of this section all of the state's right, title, and interest in the following described real estate:

Situated in Section 26, Town 2, Range 7 M.R.S., City of Dayton, County of Montgomery, State of Ohio and being all of Lot 84456 of the Revised and Consecutive Numbers of Lots on the Plat of the City of Dayton, Ohio as shown on the Twin Valley Behavioral Health and Dayton Public Schools Plat as recorded in Plat Book 215, Page 34 of the Montgomery County Records.

Also known as 2201 Mapleview Avenue, Dayton, Ohio 45420

Montgomery County Parcel No. R72 14301 0055

Prior Deed Reference File# 2013-00003531

The foregoing legal description may be corrected or modified by the Department of Administrative Services to a final form if such corrections or modifications are needed to facilitate recordation of the deed.

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

(2) The deed may contain restrictions, exceptions, reservations, reversionary interests, and other terms and conditions the Director of Administrative Services determines to be in the best interest of the state.

(3) Subsequent to the conveyance, any restrictions, exceptions, reservations, reversionary interests, or other terms and conditions contained in the deed may be released by the state or the Department of Mental Health and Addiction Services without the necessity of further legislation.

(4) The deed may contain restrictions prohibiting the grantee or grantees from occupying, using, or developing, or from selling, the real estate such that the use or alienation will interfere with the quiet enjoyment of neighboring state-owned land.

(5) The real estate described above shall be conveyed only if the Director of Administrative Services and the Director of Department of Mental Health and Addiction Services first have determined that the real estate is surplus real property no longer needed by the state and that the conveyance is in the best interest of the state.

(C) The Director of Administrative Services shall conduct

a sale of the real estate by sealed bid auction or public auction, and the real estate shall be sold to the highest bidder at a price acceptable to the Director of Administrative Services and the Department of Mental Health and Addiction Services. The Director of Administrative Services shall advertise the sealed bid auction or public auction by publication in a newspaper of general circulation in Montgomery County, once a week for three consecutive weeks before the date on which the sealed bids are to be opened. The Director of Administrative Services shall notify the successful bidder in writing. The Director of Administrative Services may reject any or all bids.

The purchaser shall pay ten percent of the purchase price to the Department of Administrative Services within five business days after receiving notice the bid has been accepted. When the deposit has been received by the Department of Administrative Services, the purchaser shall enter into a real estate purchase agreement, in the form prescribed by the Department of Administrative Services. The purchaser shall pay the balance of the purchase price to the Department of Administrative Services within 60 days after receiving notice the bid has been accepted. Payment of the deposit and the purchase price shall be made by bank draft or certified check made payable to the Treasurer of State. A purchaser who does not complete the conditions of the sale as prescribed in this division shall forfeit the ten percent of the purchase price paid to the state as liquidated damages. Should a purchaser not complete the conditions of the sale as described in this division, the Director of Administrative Services is authorized to accept the next highest bid, subject to the foregoing conditions. If the Director of Administrative Services rejects all bids from the sealed bid auction, the Director may repeat

the sealed bid auction process described in this section or public auction, or may use an alternate sale process acceptable to the Department of Mental Health and Addiction Services.

The Department of Mental Health and Addiction Services shall pay advertising and other costs incident to the sale of the real estate.

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

(E) Purchaser shall pay all costs, other than those specified above, associated with the purchase, closing, and conveyance, including surveys, title evidence, title insurance, transfer costs and fees, recording costs and fees, taxes, and any other fees, assessments, and costs that may be imposed.

The net proceeds of the sale shall be deposited into the state treasury to the credit of Department of Mental Health and Addiction Services Trust Fund pursuant to section 5119.46 of the Revised Code.

(F) Upon receiving written request from the Department of Administrative Services, the Auditor of State, with the assistance of the Attorney General, shall prepare a Governor's Deed to the real estate described in division (A) of this section. The Governor's Deed shall state the consideration and shall be executed by the Governor in the name of the state, countersigned by the Secretary of State, sealed with the Great Seal of the State, presented in the Office of the Auditor of State for recording, and delivered to the grantee. The grantee shall present the Governor's Deed for recording in the Office of the Montgomery County Recorder.

(G) This section shall expire three years after its

effective date.

Section 6. (A) The Governor may execute a Governor's Deed in the name of the state conveying to the Board of County Commissioners of Gallia County, Ohio, and its successors and assigns, all of the state's right, title, and interest in the following described real estate:

A certain tract of land situate in the State of Ohio, Gallia County, Green Township, and being a part of the northeast quarter of Section 12, Township 5 North, Range 15 West of the Ohio Company Purchase, and being more particularly bounded and described as follows:

BEGINNING at the southeast corner and beginning corner of the lands now owned by Smeltzer Garden Center, Inc., (D.V. 172, Pg. 917), the said point is in the centerline of U.S. Route No. 35, and marks a corner common to the lands now owned by Melvin Smeltzer, (D.V. 137, Pg. 115); thence, leaving the lands of the said Melvin Smeltzer, and with the centerline of the said Route No. 35, and the south line of the lands of the said Garden Center,

South 84° 33' West 244.00 feet to the southwest corner of the lands of the said Garden Center; thence, leaving the centerline of the said Route No. 35, and with the west line of the lands of the said Garden Center,

North 04° 27' West passing a "+" cut in a stone on the north right-of-way line of the said Route No. 35, and marking a corner common to the lands now or formerly owned by CS Bank (D.V. 233, Pg. 117), at 60.00 feet, passing a corner common to other lands owned by the said Garden Center (D.V. 214, Pg. 793), at 187.00 feet, passing an iron pin (found), marking a corner

common to the lands of the said Melvin Smeltzer, at 206.15 feet, in all 260.00 feet to an iron pin (set), marking the northeast corner of the lands of the said Bank; thence, with the north line of the lands of the said Bank,

South 84° 33' West 65.86 feet to an iron pin (set); thence, leaving the lands of the said Bank, and severing the lands of the said Melvin Smeltzer, as follows:

North 32° 52' West 201.04 feet to an iron pin (set),

North 35° 07' West 145.39 feet to an iron pin (set) in the east line of the lands now or formerly owned by Earl Theodore Winters, et ux, (D.V. 123, Pg. 35); thence, with the existing fence line and the lands of the said Winters, et ux,

North 06° 06' East 183.00 feet to a corner fence post, marking a corner common to the lands now or formerly owned by Robert L. Evans, et ux, (D.V. 176, Pg. 233); thence, leaving the lands of the said Winters, et ux, and with the existing fence and the lands of the said Evans, et ux,

South 77° 12' East 301.77 feet to an iron pin (set); thence, leaving the lands of the said Evans, et ux, and severing the lands of the said Melvin Smeltzer, as follows:

South 18° 53' West 110.04 feet to an iron pin (set),

South 09° 04' East 97.65 feet to an iron pin (set),

South 52° 35' East 260.05 feet to an iron pin (set),

South 04° 27' East passing a corner common to the lands of the said Garden Center, at 68.80 feet, passing an iron pin (found), marking a corner common to other lands of the said Garden Center, 87.95 feet, passing an iron pin (set) on the north right-of-way line of the said Route No. 35, at 214.95

feet, in all 274.95 feet to the BEGINNING, containing 4.2063 acres, more or less, as surveyed by Ronald L. Eastham, Ohio Registered Surveyor No. 6026, on November 17, 1987, as shown on the attached plat and made a part of this description.

It is the intent of the foregoing description to include all (1.05 acre) of the land as that described in a deed from Melvin O. Smeltzer and Bertina R. Smeltzer, husband and wife, to Smeltzer Garden Center, Inc., dated April 27, 1967, and filed for record in Deed Volume 172, Page 917; all of the lands (0.1073 acre) as described in a deed from Melvin Smeltzer and Bertina Smeltzer, his wife, to Smeltzer Garden Center, Inc., and filed for record in Deed Volume 214, Page 793; a part of (0.0482 acre) of the lands as described in a deed from Gary Leh Smeltzer, to Melvin Smeltzer and Bertina Smeltzer, and filed for record in Deed Volume 215, Page 241; and a part of (3.0008 acres) of the lands as described in a deed from Mary A. Summers, et al, to Melvin Smeltzer, and filed for record in Deed Volume 137, Page 115; all of the above deeds are in the records of the office of the Recorder of Gallia County, Ohio.

And being subject to all covenants, restrictions, reservations, exceptions, exclusions, easements and rights-of-way previously imposed and appearing of record.

Gallia County Parcel: 00800102602

Prior Instrument: Vol. 276, Page 619

The foregoing legal description may be corrected or modified by the Department of Administrative Services to a final form if such corrections or modifications are needed to facilitate recordation of the deed.

(B)(1) The conveyance shall include the improvements and

chattels situated on the real estate, and is subject to all easements, covenants, conditions, and restrictions of record; all legal highways and public rights-of-way; zoning, building, and other laws, ordinances, restrictions, and regulations; and real estate taxes and assessments not yet due and payable. The real estate shall be conveyed in an "as-is, where-is, with all faults" condition.

(2) The deed for the conveyance of the real estate may contain restrictions, exceptions, reservations, reversionary interests, or other terms and conditions the Director of Administrative Services determines to be in the best interest of the state.

(3) Subsequent to the conveyance, any restrictions, exceptions, reservations, reversionary interests, or other terms and conditions contained in the deed may be released by the state or the Department of Developmental Disabilities without the necessity of further legislation.

(C) Consideration for the conveyance of the real estate described in division (A) of this section shall be $1. The Director of Administrative Services shall offer the real estate to the Board of County Commissioners of Gallia County, Ohio through a real estate purchase agreement. If the Board of County Commissioners of Gallia County, Ohio does not complete the purchase of the real estate within the time period provided in the real estate purchase agreement, the Director of Administrative Services may use any reasonable method of sale considered acceptable by the Department of Developmental Disabilities to determine an alternate purchaser or purchasers willing to complete the purchase within three years after the effective date of this section. In that case, consideration for

the conveyance of the real estate to an alternate purchaser or purchasers shall be at a price and any terms and conditions acceptable to the Director of Administrative Services and the Director of Developmental Disabilities. The Department of Developmental Disabilities shall pay all costs incident to marketing or advertising the sale of the real estate to an alternate purchaser or purchasers.

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

(E) Except as otherwise set forth in this section, the purchaser or purchasers shall pay all costs associated with the purchase, closing, and conveyance of the subject real estate, including appraisals, surveys, title evidence, title insurance, transfer costs and fees, recording costs and fees, taxes, and any other fees, assessments, and costs that may be imposed.

The net proceeds of the sale of the real estate shall be deposited in the Mental Health Facilities Improvement Fund (Fund 7033) for the benefit of the Department of Developmental Disabilities or another fund designated by the Director of Budget and Management.

(F)(1) Upon receipt of written notice from the Department of Administrative Services, the Auditor of State, with the assistance of the Attorney General, shall prepare a Governor's Deed to the real estate described in division (A) of this section to the purchaser or purchasers. The Governor's Deed shall state the consideration and shall be executed by the Governor in the name of the state, countersigned by the Secretary of State, sealed with the Great Seal of the State, presented in the Office of the Auditor of State for recording, and delivered to the purchaser or purchasers. The purchaser or

purchasers shall present the Governor's Deed for recording in the Office of the Gallia County Recorder.

(2) The Governor's Deed shall contain a restriction stating that prior to any subsequent sale or transfer of the real estate described in division (A) of this section, the purchaser or purchasers shall offer the real estate described in division (A) of this section to the State of Ohio at the same purchase price provided in division (C) of this section and at the sole option and discretion of the Director of Administrative Services and Director of Developmental Disabilities.

(G) This section shall expire three years after its effective date.

Section 7. (A) The Governor may execute a Governor's Deed in the name of the state conveying to the Guernsey County Community Development Corporation, an Ohio non-profit corporation, and its successors and assigns, all of the state's right, title, and interest in the following described real estate:

Situated in the Township of Cambridge, County of Guernsey, State of Ohio in the northwest quarter of Section 3 of Township 2 Range 3 of the United States Military District and being a part of the residue of a 256.55 Acre tract (APN 02003838000) conveyed to the State of Ohio by Deed Volume 215, Page 522 as found in the records of the Guernsey County Recorder and being more particularly described as follows:

Commencing at the southwest corner of said residue of a 256.55 Acre tract (APN 02003838000), said corner also being the intersection of the east right-of-way of Toland Drive West (80 feet wide) and the north right-of-way of Toland Drive South

(Eckelberry Road) (80 feet wide) as established in a Governor's Deed to Board of Trustees of Cambridge Township in OR 469 Page 953;

Thence, northerly, along the east right-of-way of Toland Drive West, 835 +/- feet to a point 0.5 feet south of a 4 feet wide concrete sidewalk leading to the rear of Fletcher Chapel and the true place beginning;

Thence, continuing northerly, along the east right-of-way of Toland Drive West, 125 +/- feet to a point 25 feet north of the north face (entrance) of Fletcher Chapel;

Thence, easterly, parallel to, and 25 feet distant from the north face (entrance) of Fletcher Chapel, 82+/- feet to a point 0.5 feet beyond the projection of the east edge of a 4 feet wide sidewalk projected from the south;

Thence, southerly, southwesterly, and southerly, parallel and 0.5 feet distant from said 4 feet wide concrete sidewalk and its projections, 125 +/- to a point 0.5 feet south of the projection of a 4 feet wide concrete sidewalk leading to the rear of Fletcher Chapel.

Thence, westerly, parallel and 0.5 feet distant from said 4 feet wide concrete sidewalk, 80+/- feet to the true place of beginning and containing 0.22 acre more or less.

The foregoing legal description may be corrected or modified by the Department of Administrative Services to a final form if such corrections or modifications are needed to facilitate recordation of the deed.

(B)(1) The conveyance shall include the improvements and chattels situated on the real estate, and is subject to all easements, covenants, conditions, and restrictions of record;

all legal highways and public rights-of-way; zoning, building, and other laws, ordinances, restrictions, and regulations; and real estate taxes and assessments not yet due and payable. The real estate shall be conveyed in an "as-is, where-is, with all faults" condition.

(2) The deed for the conveyance of the real estate may contain restrictions, exceptions, reservations, reversionary interests, or other terms and conditions the Director of Administrative Services determines to be in the best interest of the state.

(3) Subsequent to the conveyance, any restrictions, exceptions, reservations, reversionary interests, or other terms and conditions contained in the deed may be released by the state or the Department of Developmental Disabilities without the necessity of further legislation.

(C) Consideration for the conveyance of the real estate described in division (A) of this section shall be at a price acceptable to the Director of Administrative Services and Director of Developmental Disabilities. The Director of Administrative Services shall offer the real estate to the Guernsey County Community Development Corporation through a real estate purchase agreement. If the Guernsey County Community Development Corporation does not complete the purchase of the real estate within the time period provided in the real estate purchase agreement, the Director of Administrative Services may use any reasonable method of sale considered acceptable by the Department of Developmental Disabilities to determine an alternate purchaser or purchasers willing to complete the purchase within three years after the effective date of this section. In that case, consideration for the conveyance of the

real estate to an alternate purchaser or purchasers shall be at a price and any terms and conditions acceptable to the Director of Administrative Services and the Director of Developmental Disabilities. The Department of Developmental Disabilities shall pay all costs incident to marketing or advertising the sale of the real estate to an alternate purchaser or purchasers.

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

(E) Except as otherwise set forth in this section, the purchaser or purchasers shall pay all costs associated with the purchase, closing and conveyance of the subject real estate, including appraisals, surveys, title evidence, title insurance, transfer costs and fees, recording costs and fees, taxes, and any other fees, assessments, and costs that may be imposed.

The net proceeds of the sale of the real estate shall be deposited in the Mental Health Facilities Improvement Fund (Fund 7033) for the benefit of the Department of Developmental Disabilities or another fund designated by the Director of Budget and Management.

(F)(1) Upon receipt of written notice from the Department of Administrative Services, the Auditor of State, with the assistance of the Attorney General, shall prepare a Governor's Deed to the real estate described in division (A) of this section to the purchaser or purchasers. The Governor's Deed shall state the consideration and shall be executed by the Governor in the name of the state, countersigned by the Secretary of State, sealed with the Great Seal of the State, presented in the Office of the Auditor of State for recording, and delivered to the purchaser or purchasers. The purchaser or purchasers shall present the Governor's Deed for recording in

the Office of the Guernsey County Recorder.

(2) The Governor's Deed shall contain a restriction stating that prior to any subsequent sale or transfer of the real estate described in division (A) of this section, the purchaser or purchasers shall offer the real estate described in division (A) of this section to the State of Ohio at the same purchase price provided in division (C) of this section and at the sole option and discretion of the Director of Administrative Services and Director of Developmental Disabilities.

(G) This section shall expire three years after its effective date.

Section 8. (A) The Governor may execute a Governor's Deed in the name of the state conveying to a grantee or grantees to be determined, their heirs, successors, and assigns, all of the state's right, title, and interest in the following described real estate:

Situated in the State of Ohio, Gallia County, Township of Gallipolis, Section 23, City of Gallipolis, and further described as follows:

Commencing at a point common to the following: the northeast corner of Lot No. 1174, the southeast corner of Lot No. 1173, the southwest corner of Lot No. 1164, and the northwest corner of Lot No. 1165; thence along a line common to Lot No. 1164 and Lot No. 1165, South eighty-seven degrees thirty-three minutes forty-seven seconds East (S. 87° 33′ 47″ E.), three hundred ninety-six and no hundredths (396.00) feet to a stake; thence leaving said line, South forty-eight degrees fifty minutes fifty-five seconds West (S. 48° 50' 55" W.), five hundred forty-seven and eighty hundredths (547.80) feet to a

stake; thence South forty-nine degrees five minutes fifty-five seconds West (S. 49° 05' 55" W.), two hundred forty-four and fifty-five hundredths (244.55) feet to a stake and being the true point of beginning; thence South thirty-eight degrees forty-four minutes no seconds East (S. 38° 44' 00" E.), four hundred ninety and eighty-seven hundredths (490.87) feet to a five-eighths (5/8) inch rebar; thence South fifty-six degrees forty-nine minutes nineteen seconds West (S. 56° 49' 19" W.), five hundred sixty-nine and ninety-four hundredths (569.94) feet to a railroad spike; thence North seventy-four degrees twenty-two minutes seven seconds West (N. 74° 22' 07" W.), five hundred ninety-two and seventy-seven hundredths (592.77) feet to a railroad spike; thence North six degrees thirty-seven minutes fifteen seconds East (N. 06° 37' 15" E.), eleven and sixty-eight hundredths (11.68) feet to a railroad spike; thence North eighteen degrees thirty-three minutes fifteen seconds West (N. 18° 33' 15" W.), one hundred forty-nine and eighty-three hundredths (149.83) feet to a railroad spike set at a point of tangent to a curve to the northwest; thence along the arc of said curve ninety-four and five hundredths (94.05) feet to a railroad spike set at a point on said curve, the arc of said curve having a radius of two hundred two and seventy-two hundredths (202.72) feet, a central angle of twenty-six degrees thirty-four minutes forty-nine seconds (26° 34' 49"), a chord bearing of North thirty-one degrees fifty minutes thirty-nine seconds West (N. 31° 50' 39" W.), and a chord distance of ninety-three and twenty hundredths (93.20) feet; thence North seventy-five degrees fifty-seven minutes twenty-two seconds East (N. 75° 57' 22" E.), five hundred forty-three and seventy-four hundredths (543.74) feet to a stake; thence North fifty-seven degrees thirty-five minutes fifty-five seconds East (N. 57° 35' 55" E.), one hundred thirty-eight and ninety hundredths (138.90)

feet to a stake; thence North sixty-eight degrees five minutes fifty-five seconds East (N. 68° 05' 55" E.), one hundred twenty-seven and sixteen hundredths (127.16) feet to a stake; and thence North fifty-six degrees thirty-five minutes fifty-five seconds East (N. 56° 35' 55'' E.), eighty-eight and two hundredths (88.02) feet to the true point of beginning, and contains ten and ten thousandths (10.010) acres, more or less.

Prior Instrument Reference: Deed Volume No. 279, Page 257

The foregoing legal description may be corrected or modified by the Department of Administrative Services to a final form if such corrections or modifications are needed to facilitate recordation of the deed.

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

(2) The deed for the conveyance of the real estate described in division (A) of this section may contain restrictions, exceptions, reservations, reversionary interests, or other terms and conditions the Director of Administrative Services determines to be in the best interest of the state.

(3) Subsequent to the conveyance, any restrictions, exceptions, reservations, reversionary interests, or other terms and conditions contained in the deed may be released by the state or the Department of Developmental Disabilities without

the necessity of further legislation.

(C) Consideration for the conveyance of the real estate described in division (A) of this section shall be at a price acceptable to the Director of Administrative Services and Director of Developmental Disabilities. The Director of Administrative Services shall offer the real estate to the grantee to be determined through a real estate purchase agreement. If the grantee to be determined does not complete the purchase of the real estate within the time period provided in the real estate purchase agreement, the Director of Administrative Services may use any reasonable method of sale considered acceptable by the Department of Developmental Disabilities to determine an alternate purchaser or purchasers willing to complete the purchase within three years after the effective date of this section. In that case, consideration for the conveyance of the real estate to an alternate purchaser or purchasers shall be at a price and any terms and conditions acceptable to the Director of Administrative Services and the Director of Developmental Disabilities. The Department of Developmental Disabilities shall pay all costs incident to marketing or advertising the sale of the real estate to an alternate purchaser or purchasers.

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

(E) Except as otherwise set forth in this section, the purchaser or purchasers shall pay all costs, other than those specified above, associated with the purchase, closing, and conveyance of the subject real estate, including appraisals, surveys, title evidence, title insurance, transfer costs and fees, recording costs and fees, taxes, and any other fees,

assessments, and costs that may be imposed.

The net proceeds of the sale of the real estate shall be deposited into the state treasury to the credit of the General Revenue Fund.

(F)(1) Upon receipt of written notice from the Department of Administrative Services, the Auditor of State, with the assistance of the Attorney General, shall prepare a Governor's Deed to the real estate described in division (A) of this section to the purchaser or purchasers. The Governor's Deed shall state the consideration and shall be executed by the Governor in the name of the state, countersigned by the Secretary of State, sealed with the Great Seal of the State, presented in the Office of the Auditor of State for recording, and delivered to the purchaser or purchasers. The purchaser or purchasers shall present the Governor's Deed for recording in the Office of the Gallia County Recorder.

(2) The Governor's Deed shall contain a restriction stating that prior to any subsequent sale or transfer of the real estate described in division (A) of this section, the purchaser or purchasers shall offer the real estate described in division (A) of this section to the State of Ohio at the same purchase price provided in division (C) of this section and at the sole option and discretion of the Director of Administrative Services and Director of Developmental Disabilities.

(G) This section shall expire three years after its effective date.

Section 9. (A) The Governor may execute one or more Governor's Deeds in the name of the state conveying to selected grantee or grantees, their heirs, successors, and assigns, to be

determined in the manner provided in division (C) of this section, all of the state's right, title, and interest in the following described real estate:

Situated in the State of Ohio, County of Stark and City of Massillon: Being a part of the S.E. ¼ Section 10, Township 12, Range 10, Stark County, and bounded and described as follows:

Beginning at the point where the west line of said Quarter Section intersects the center line of Massillon-Wooster Road, State Highway No. 69 also known as the Lincoln Highway, U.S. Route No. 30; thence along said Quarter Section line in a northerly direction, a distance of 789.60 feet to a point;

thence in an easterly direction at right angles to aforesaid Quarter Section Line, a distance of 576.22 feet to a point in the west line of Tudor Avenue, as recorded on the plot of Country Club Allotment;

thence in a southerly direction along the west line of Tudor Avenue, a distance of 822.48 feet to a point in the center line of said Massillon-Wooster Road;

thence in a westerly direction along said center line, a distance of 577.16 feet to the place of beginning and containing 10.66 acres of land, more or less, be the same more or less, subject to all legal highways.

Now known as OL 633 in the City of Massillon as recorded in Plat Book 57, Pages 114 and 115.

Prior reference Deed Volume 1110, Page 91.

Stark County Auditor's Parcel Number: 681069.

The foregoing legal description may be modified by the Department of Administrative Services to a final form if such

modifications are needed to facilitate the sale of the subject property.

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

(2) The deed or deeds for the conveyance of the real estate may contain restrictions, exceptions, reservations, reversionary interests, and other terms and conditions the Director of Administrative Services and the Director of Public Safety determine to be in the best interest of the state.

(3) Subsequent to the conveyance, any restrictions, exceptions, reservations, reversionary interests, or other terms and conditions contained in the deed or deeds may be released by the state or the Department of Public Safety without the necessity of further legislation.

(4) The deed or deeds may contain restrictions prohibiting the grantee or grantees from occupying, using, or developing, or from selling, the real estate such that the use or alienation will interfere with the quiet enjoyment of neighboring state-owned land.

(C) The Director of Administrative Services shall conduct a sale of the real estate by sealed bid auction or auctions, and the real estate shall be sold to the highest bidder or bidders at a price acceptable to the Director of Administrative Services

and the Director of Public Safety. The Director of Administrative Services shall advertise the sealed bid auction or auctions by publication in a newspaper of general circulation in Stark County, once a week for three consecutive weeks before the date on which the sealed bids are to be opened. The Director of Administrative Services shall notify the successful bidder or bidders in writing. The Director of Administrative Services may reject any or all bids.

The purchaser or purchasers shall pay ten percent of the purchase price to the Department of Administrative Services within five business days after receiving notice the bid has been accepted. When the deposit has been received by the Department of Administrative Services, the purchaser or purchasers shall enter into a real estate purchase agreement, in the form prescribed by the Department of Administrative Services. The purchaser or purchasers shall pay the balance of the purchase price to the Department of Administrative Services within 60 days after receiving notice the bid has been accepted. Payment of the deposit and the purchase price shall be made by bank draft or certified check made payable to the Treasurer of State. A purchaser who does not complete the conditions of the sale as prescribed in this division shall forfeit the ten percent of the purchase price paid to the state as liquidated damages. Should a purchaser or purchasers not complete the conditions of sale as described in this division, the Director of Administrative Services is authorized to accept the next highest bid or bids by collecting ten percent of the revised purchase price from the next bidder or bidders and to proceed to close the sale or sales, provided that the secondary bid or bids meet all other criteria provided for in this section. If the Director of Administrative Services rejects all bids from the

sealed bid auction or auctions, the Director may repeat the sealed bid auction process described in this section or may use an alternate sale process acceptable to the Department of Public Safety.

The Department of Public Safety shall pay advertising costs incident to the sale of the subject real estate.

(D) The real estate described in division (A) of this section may be conveyed as an entire tract or as multiple tracts.

(E) The purchaser or purchasers shall pay all costs, other than those specified above, associated with the purchase, closing, and conveyance of the subject property, including surveys, lot split costs and fees, title evidence, title insurance, transfer costs and fees, recording costs and fees, taxes, and any other fees, assessments, and costs that may be imposed.

The net proceeds of the sale shall be deposited into the state treasury to the credit of the Public Safety - Highway Purposes Fund (Fund 5TM0) under section 4501.06 of the Revised Code.

(F) Upon receiving written request from the Department of Administrative Services, the Auditor of State, with the assistance of the Attorney General, shall prepare a Governor's Deed or Governor's Deeds to the real estate described in division (A) of this section. The Governor's Deed or Governor's Deeds shall state the consideration and shall be executed by the Governor in the name of the state, countersigned by the Secretary of State, sealed with the Great Seal of the State, presented in the Office of the Auditor of State for recording,

and delivered to the grantee or grantees. The grantee or grantees shall present the Governor's Deed or Governor's Deeds for recording in the Office of the Stark County Recorder.

(G) This section shall expire three years after its effective date.

Section 10. (A) The Governor may execute a Governor's Deed in the name of the state conveying to Ohio Power Company or its affiliates ("Grantee"), and its heirs, successors, and assigns, all of the state's right, title, and interest in the following described real estate:

Situated in the township of Union, County of Ross and being a part of V.M.S. 542, and being more particularly described as follows:

Commencing at the centerline intersection of Moundsville Road and State Route 104;

Thence, southerly, along the center of State Route 104, 1350 +/- feet to the center of a lane projected from the west;

Thence, westerly along the center of the lane 350 feet to a point;

Thence, southerly, parallel and 350 feet distant from the center of State Route 104, 20 feet to the Place of Beginning;

Thence, continuing southerly, parallel and 350 feet distant from the center of State Route 104, 380 +/- feet to a point 20 feet distant from the center of another lane;

Thence, westerly, parallel and 20 feet distant from the center of the lane, 950 +/- feet to a point 20 feet distant from the center of another lane;

Thence, northerly, parallel and 20 feet distant from the center of the lane, 380 +/- feet to a point 20 feet distant from the center of another lane;

Thence, easterly, parallel and 20 feet distant from the center of the lane, 950 +/- feet to the Place of Beginning and containing 8.3 acres more or less.

The foregoing legal description may be corrected or modified by the Department of Administrative Services to a final form if such corrections or modifications are needed to facilitate recordation of the deed.

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

(2) The deed for the conveyance of the real estate may contain restrictions, exceptions, reservations, reversionary interests, or other terms and conditions the Director of Administrative Services determines to be in the best interest of the state.

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

(C) Consideration for the conveyance of the real estate

described in division (A) of this section shall be at a price to be determined.

The Director of Administrative Services shall offer the real estate to Ohio Power Company through a real estate purchase agreement, in the form prescribed by the Department of Administrative Services. Consideration for the conveyance of the real estate shall be at a price acceptable to the Director of Administrative Services and the Director of Rehabilitation and Correction. If Ohio Power Company does not complete the purchase of the real estate within the time period provided in the real estate purchase agreement, the Director of Administrative Services may use any reasonable method of sale considered acceptable by the Department of Rehabilitation and Correction to determine an alternate purchaser or purchasers willing to complete the purchase within three years after the effective date of this section.

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

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

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

(F) Upon payment of the purchase price, the Auditor of State, with the assistance of the Attorney General, shall

prepare a Governor's Deed to the real estate described in division (A) of this section. The Governor's Deed shall state the consideration and shall be executed by the Governor in the name of the state, countersigned by the Secretary of State, sealed with the Great Seal of the State, presented in the Office of the Auditor of State for recording, and delivered to the grantee. The grantee shall present the Governor's Deed for recording in the Office of the Ross County Recorder.

(G) As part of the conveyance, the Department of Administrative Services will grant a perpetual easement to American Electric Power to provide access to the real estate described in division (A) of this section.

(H) This section shall expire three years after its effective date.

Section 11. (A) The Governor may execute a Governor's Deed in the name of the state conveying to The Columbus Partnership, an Ohio non-profit corporation, and its successors and assigns, all of the state's right, title, and interest in the following described real estate:

Situated in the State of Ohio, County of Franklin, City of Columbus, Township 5 North, Range 22 West of the Refugee Lands, part of Lots 111, 112, 113, 114, and 115 of the Plat of the Town of Columbus as recorded in Deed Book "F", page 332, destroyed by fire, replatted in Plat Book 3, page 247, also represented in Plat Book 14, page 27, also part of Lots 792, 793, 798, 799, 800, and 801 of the Wharf Lots as recorded in Deed Book 9, page 372, also represented in Plat Book 1, page 291, also part of Scioto Street and Sugar Street as vacated in Ordinance Number 331-31 and Ordinance Number 548-30 on file with the Clerk of Council, Columbus, Ohio as conveyed to the State of Ohio in the

instruments filed as Deed Book 946, page 652, Deed Book 910, page 427, Deed Book 932, page 294, Deed Book 941, page 197, Deed Book 942, page 122, Deed Book 942, page 344, Deed Book 941, page 377 and Instrument Number 201510300154443 in accordance with City of Columbus Ordinances 24-30 and 2539-2015 (all deed and plat references to the Franklin County Recorder's Office), being more particularly described as follows:

BEGINNING on the east line of Inlot 113 of the said Plat of the Town of Columbus at an existing planter corner found on the westerly existing right-of-way line of Front Street (82.5 feet wide) and at the southeast corner of a 2.278 acre tract conveyed to Supreme Court of Ohio by the instrument filed as Instrument Number 200410060233085, said planter corner being referenced by a drill hole found being North 42 degrees 42 minutes 18 seconds East at a distance of 1.44 feet, said planter corner being the TRUE POINT OF BEGINNING of the parcel herein described;

Thence along the said westerly existing right-of-way line of Front Street, South 08 degrees 08 minutes 58 seconds East for a distance of 162.32 feet to a drill hole set at the southeast corner of Inlot 111 of the said Plat of the Town of Columbus and on the northerly existing right-of-way line of Town Street (82.5 feet wide), said drill hole being referenced by a Mag nail found being North 14 degrees 47 minutes 18 seconds West at a distance of 5.38 feet, said drill hole also being referenced by another Mag nail found being North 41 degrees 20 minutes 01 seconds East at a distance of 3.27 feet;

Thence along the said northerly existing right-of-way line of Town Street and the south line of said Inlot 111, South 81 degrees 50 minutes 48 seconds West for a distance of 266.02 feet

to a drill hole set on the south line of Lot 801 of said Wharf Lots and on the easterly existing right-of-way line of Civic Center Drive (80 feet wide), originally dedicated as Riverside Drive in Ordinance Number 314-30 (June 6, 1930), and the name changed in Ordinance Number 656-51 (July 10, 1951);

Thence along the said easterly existing right-of-way line of Civic Center Drive with a curve to the left, having a radius of 1262.44 feet, an arc length of 365.17 feet, a central angle of 16 degrees 34 minutes 24 seconds, and a chord which bears North 10 degrees 34 minutes 46 seconds East for a distance of 363.90 feet to a drill hole set at the southwest corner of the said Supreme Court of Ohio parcel and within Lot 792 of said Wharf Lots;

Thence across said Lot 792, the vacated right-of-way of Scioto Street, and Inlots 113 and 114 of the said Plat of the Town of Columbus and along the southerly line of the said Supreme Court of Ohio parcel with the face of an existing retaining wall (within +/- one foot) the following six (6) courses:

(1) South 77 degrees 28 minutes 04 seconds East for a distance of 14.08 feet to a point;

(2) With a curve to the right, having a radius of 58.00 feet, an arc length of 70.29 feet, a central angle of 69 degrees 25 minutes 59 seconds, and a chord which bears South 42 degrees 45 minutes 05 seconds East for a distance of 66.06 feet to a point;

(3) South 08 degrees 02 minutes 05 seconds East for a distance of 49.81 feet to a point;

(4) With a curve to the left, having a radius of 14.00

feet, an arc length of 22.06 feet, a central angle of 90 degrees 17 minutes 22 seconds, and a chord which bears South 53 degrees 10 minutes 46 seconds East for a distance of 19.85 feet to a point;

(5) South 08 degrees 09 minutes 29 seconds East for a distance of 47.47 feet to a point;

(6) North 81 degrees 50 minutes 31 seconds East for a distance of 2.83 feet to a point on the face of an existing building;

Thence along the said existing building face, South 08 degrees 09 minutes 29 seconds East for a distance of 4.44 feet to a point;

Thence continuing along the said existing building face, North 81 degrees 53 minutes 32 seconds East for a distance of 24.65 feet to a point on the top step of an existing stairway;

Thence along the said top step of an existing stairway, North 05 degrees 22 minutes 04 seconds West for a distance of 0.53 feet to a point;

Thence continuing along the said top step of an existing stairway, North 81 degrees 57 minutes 37 seconds East for a distance of 44.42 feet to a point on the said existing planter;

Thence along the said existing planter, South 08 degrees 09 minutes 29 seconds East for a distance of 7.62 feet to a point;

Thence continuing along the said existing planter, North 81 degrees 50 minutes 48 seconds East for a distance of 12.61 feet to the TRUE POINT OF BEGINNING, containing 1.171 acres, more or less, of which 0.000 acres are in the present road

occupied.

The above description contains 1.171 acres, more or less, all of which is out of Franklin County Auditor's Parcel Number 010-002659.

The bearings for this description are based on the Ohio State Plane Coordinate System, South Zone, and reference the North American Datum of 1983 and the 2007 adjustment (NAD 83(2007)) with ties to Franklin County monuments FRANK 43 and FRANK 143 having a relative bearing of South 87 degrees 56 minutes 15 seconds East.

This description was prepared by Russell Koenig, Ohio Registered Professional Surveyor number 8358, and is based on an actual field survey conducted by DLZ Ohio, Inc. in 2015 under his direct supervision.

The foregoing legal description may be corrected or modified by the Department of Administrative Services to a final form if such corrections or modifications are needed to facilitate recordation of the deed or correct any errors in the foregoing description.

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

(2) The deed for the conveyance of the real estate described in division (A) of this section may contain

restrictions, exceptions, reservations, reversionary interests, or other terms and conditions the Director of Administrative Services determines to be in the best interest of the state.

(3) Subsequent to the conveyance, any restrictions, exceptions, reservations, reversionary interests, or other terms and conditions contained in the deed may be released by the state or the Department of Job and Family Services without the necessity of further legislation.

(C) Consideration for the conveyance of the real estate described in division (A) of this section shall be $3,000,000.

The Director of Administrative Services shall offer the real estate to The Columbus Partnership through a real estate purchase agreement. If The Columbus Partnership does not complete the purchase of the real estate within the time period provided in the real estate purchase agreement, the Director of Administrative Services may use any reasonable method of sale considered acceptable by the Department of Job and Family Services to determine an alternate purchaser or purchasers willing to complete the purchase within three years after the effective date of this section. In that case, consideration for the conveyance of the real estate to an alternate purchaser or purchasers shall be at a price and any terms and conditions acceptable to the Director of Administrative Services and the Director of Job and Family Services. The Department of Job and Family Services shall pay all costs incident to marketing or advertising the sale of the real estate to an alternate purchaser or purchasers.

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

(E) Except as otherwise set forth in this section, the purchaser or purchasers shall pay all costs, other than those specified above, associated with the purchase, closing, and conveyance of the subject real estate, including surveys, title evidence, title insurance, transfer costs and fees, recording costs and fees, taxes, and any other fees, assessments, and costs that may be imposed.

The net proceeds of the sale of the real estate shall be deposited into the state treasury to the credit of the Unemployment Compensation Special Administrative Fund, under section 4141.11 of the Revised Code.

(F) Upon receipt of written notice from the Department of Administrative Services, the Auditor of State, with the assistance of the Attorney General, shall prepare a Governor's Deed to the real estate described in division (A) of this section to the purchaser or purchasers. The Governor's Deed shall state the consideration and shall be executed by the Governor in the name of the state, countersigned by the Secretary of State, sealed with the Great Seal of the State, presented in the Office of the Auditor of State for recording, and delivered to the purchaser or purchasers. The purchaser or purchasers shall present the Governor's Deed for recording in the Office of the Franklin County Recorder.

(G) This section shall expire three years after its effective date.

Section 12. (A) The Governor may execute a Governor's Deed in the name of the state conveying to CK Properties, Ltd., ("Grantee"), and its successors and assigns, all of the state's right, title, and interest in the following described real estate:

Situated in the City of Twinsburg, County of Summit, State of Ohio and known as being part of original Twinsburg Township Tract 3, Lot 12, being further bounded and described as follows:

Beginning at the centerline of Aurora Road (S.R. 82) at the centerline of Ravenna Road (S.R. 14); Thence along the centerline of Ravenna Road S. 55 deg. 22' 30" E, 1074.71 feet to an angle point; Thence S. 59 deg. 33' 13" E along the centerline of Ravenna Road, 378.60 feet to the true place of beginning for the parcel intended to be described herein; Thence S. 59 deg. 33' 13" E along the centerline of Ravenna Road 300.00 feet; Thence S. 30 deg. 26' 37" W 525.11 feet to a 5/8" capped rebar set and passing over a 5/8" capped rebar set found at 30.00 feet; Thence N. 60 deg. 00' 10" W, 296.73 feet to a 1/2" iron pin found; Thence N. 30 deg. 05' 15" E 527.45 feet to the true place of beginning and passing over a 5/8" pin found at 497.45 feet and containing 3.605 acres of land, but subject to all legal highways, easements and restrictions of record as surveyed by Robert J. Warner, P.S. #6931 for Environmental Design Group, in October 1997. Prior Instrument Reference: 56136248

The foregoing legal description may be corrected or modified by the Department of Administrative Services to a final form if such corrections or modifications are needed to facilitate recordation of the deed.

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

condition.

(2) The deed may contain restrictions, exceptions, reservations, reversionary interests, or other terms and conditions the Director of Administrative Services determines to be in the best interest of the state.

(3) Subsequent to the conveyance, any restrictions, exceptions, reservations, reversionary interests, or other terms and conditions contained in the deed may be released by the state or Kent State University without the necessity of further legislation.

(C) Consideration for the conveyance of the real estate described in division (A) of this section shall be $1.

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

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

(F) Upon payment of the purchase price, the Auditor of State, with the assistance of the Attorney General, shall prepare a Governor's Deed to the real estate described in division (A) of this section. The Governor's Deed shall state the consideration and shall be executed by the Governor in the name of the state, countersigned by the Secretary of State, sealed with the Great Seal of the State, presented in the Office of the Auditor of State for recording, and delivered to the grantee. The grantee shall present the Governor's Deed for recording in the Office of the Summit County Recorder.

(G) This section shall expire three years after its effective date.

Section 13. (A) The Governor may execute a Governor's Deed or Governor's Deeds in the name of the state conveying to a grantee or grantees to be determined, their heirs, successors, and assigns, all of the state's right, title, and interest in the following described real estate:

Parcel 1

Situated in the State of Ohio, County of Franklin, City of Gahanna, being located in Quarter Township 1, Township 1, Range 17, United States Military Lands and being part of the 22.950-acre trace conveyed to The Vista at Rocky Fork, Limited Partnership, by deed of record in Official Record 15946B20, all references being to records in the Recorder's Office, Franklin County, Ohio and bounded and described as follows:

Beginning at a point in the westerly right-of-way line of Hamilton Road at the southwesterly corner of a 1.152 acre tract conveyed to The City of Gahanna, by deed of record in Official Record 15946B09, said point also being in the southerly line of said The Vista at Rocky Fork L.P. 22.950 acre tract, the northerly line of the 57.265 acre tract conveyed to Academy Development Limited Partnership, by deed of record in Official Records 15030C06;

Thence North 85° 51' 10" West, along said northerly line of the Academy Development L.P. 57.265 acre tract, a distance of 485.00 feet to a point;

Thence North 15° 23' 12" East, a distance of 74.20 feet to a point;

Thence North 67° 00' 00" East, a distance of 215.00 feet

to a point;

Thence North 89° 00' 00" East, a distance of 180.00 feet to a point;

Thence South 85° 50' 13" East, a distance of 100.00 feet to a point in the westerly right-of-way line of Hamilton Road, the westerly line of the City of Gahanna 1.152 acre tract;

Thence South 4° 09' 47" West, along said right-of-way line of Hamilton Road, being 50 feet westerly, as measured at right angles and parallel with the centerline of Hamilton Road, a distance of 187.00 feet to the place of beginning, containing 1.713 acres, more or less.

Franklin County Parcel No. 025-009951-00

Prior Instrument Reference: 199803200064415

Tax Mailing Address: 1534 North High Street, Columbus, OH 43201

Parcel 2

Being situated in the City of Gahanna, Franklin County, Ohio and being more particularly described as follows:

Being Lot 1 of Lion Academy Village as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 75, Page 99, Recorder's Office, Franklin County, Ohio.

Franklin County Parcel No. 025-009952-00

Prior Instrument Reference: 199803200064417

Tax Mailing Address: 1534 North High Street, Columbus, OH 43201

The foregoing legal descriptions may be corrected or modified by the Department of Administrative Services to a final form if such corrections or modifications are needed to facilitate recordation of the deed(s).

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

(2) The deed or deeds for the conveyance of the real estate described in division (A) of this section may contain restrictions, exceptions, reservations, reversionary interests, or other terms and conditions the Director of Administrative Services and the Board of Trustees of The Ohio State University determine to be in the best interest of the state.

(3) Subsequent to the conveyance, any restrictions, exceptions, reservations, reversionary interests, or other terms and conditions contained in the deed or deeds may be released by the state or the Board of Trustees of The Ohio State University without the necessity of further legislation.

(C) Consideration for the conveyance of the real estate described in division (A) of this section shall be at a price acceptable to the Board of Trustees of The Ohio State University and such conveyance shall be pursuant to a real estate purchase agreement containing any terms and conditions acceptable to the Board of Trustees of The Ohio State University.

If the grantee or grantees to be determined do not complete the purchase of the real estate within the time period provided in the real estate purchase agreement(s), The Ohio State University may use any reasonable method of sale considered acceptable to the Board of Trustees of The Ohio State University to select an alternate grantee or grantees to complete the purchase within three years after the effective date of this section. All advertising costs, additional fees, and other costs incidental to the sale of the real estate described in division (A) of this section shall be negotiated by The Ohio State University and specified in a real estate purchase agreement(s) with the grantee or grantees to be determined.

(D) The real estate described in division (A) of this section may be conveyed as an entire tract or as multiple parcels.

(E) The costs associated with the purchase, closing, and conveyance of the real estate described in division (A) of this section shall be paid by the grantee or grantees, The Ohio State University, or both, in the manner stated in the real estate purchase agreement(s).

The net proceeds of the sale of the real estate shall be deposited into university accounts for purposes to be determined by the Board of Trustees of The Ohio State University.

(F) Upon adoption of a resolution by the Board of Trustees of The Ohio State University and upon receipt of written notice from the Director of Administrative Services, the Auditor of State, with the assistance of the Attorney General, shall prepare a Governor's Deed or Governor's Deeds to the real estate described in division (A) of this section to the grantee or

grantees. The Governor's Deed or Governor's Deeds shall state the consideration and shall be executed by the Governor in the name of the state, countersigned by the Secretary of State, sealed with the Great Seal of the State, presented in the Office of the Auditor of State for recording, and delivered to the grantee or grantees. The grantee or grantees shall present the Governor's Deed or Governor's Deeds for recording in the Office of the Franklin County Recorder.

(G) This section shall expire three years after its effective date.

Section 14. (A) The Governor may execute a Governor's Deed or Governor's Deeds in the name of the state conveying to a grantee or grantees to be determined, their heirs, successors, and assigns, all of the state's right, title, and interest in the following described real estate:

Parcel 1

Situated in the Township of Springfield, City of Mansfield, County of Richland, State of Ohio and being part of the southwest quarter of Section 12, Township 21 North, Range 19 West, and being a portion of the property conveyed to State of Ohio (The Ohio State University) by Deed Volume 562, Page 211 of the Richland County Recorder's records, and being more particularly described as follows:

Beginning for the same at an iron pin set in the northeast corner of said southwest quarter;

Thence, the following FOUR courses:

(1) South 00 degrees 18 minutes 06 seconds West, 520.08 feet along the east line of said quarter to an iron pin set;

(2) South 88 degrees 47 minutes 12 seconds West, 925.90 feet to an iron pin found in the southeast corner of a parcel conveyed to 55 Lex-Springmill Inv. Ltd. by Official Record Volume 1107, Page 878;

(3) North 00 degrees 19 minutes 03 seconds East, 520.08 feet along the east line of said 55 Lex-Springmill Inv. Ltd. parcel to an iron pin set on the north line of said southwest quarter;

(4) North 88 degrees 47 minutes 12 seconds East, 925.75 feet along said north line of said quarter to the Place of Beginning and containing 11.050 acres, more or less, and subject to all legal highways, easements, leases, reservations, and use restrictions of record.

According to survey by K.E. McCartney & Associates, Inc. made August, 2016.

Richland County Parcel No. 039-91-500-02-000

Parcel 2

Situated in the Township of Springfield, City of Ontario, County of Richland, State of Ohio and being part of the southwest quarter of Section 12, Township 21 North, Range 19 West, and being a portion of the property conveyed to State of Ohio (The Ohio State University) by Deed Volume 562, Page 211 of the Richland County Recorder's records, and being more particularly described as follows:

Commencing at an iron pin set in the northeast corner of said southwest quarter; thence, South 00 degrees 18 minutes 06 seconds West, 520.08 feet along the east line of said quarter to an iron pin set, the Place of Beginning of the parcel herein described:

Thence, the following FOUR courses:

(1) South 00 degrees 18 minutes 06 seconds West, 887.04 feet along the east line of said quarter to an iron pin set on the former centerline of Walker Lake Road-(C.H. 164);

(2) South 89 degrees 14 minutes 50 seconds West, 925.97 feet along the centerline of Walker Lake Road to a point in the southeast corner of a parcel conveyed to Charles L. Gilbert, Trustee U/A/W Charles L. Gilbert Living Revocable Trust dated 6/7/10 by Official Record Volume 2033, Page 476 and Marilyn A. Gilbert, Trustee U/A/W/ Marilyn A. Gilbert Living Revocable Trust dated 6/7/10 by Official Record Volume 2033, Page 472;

(3) North 00 degrees 19 minutes 03 seconds East, 879.61 feet along the east line of said Gilbert Trust parcel to an iron pin found in the northeast corner thereof, and passing through an iron pin found for reference at 42.75 feet;

(4) North 88 degrees 47 minutes 12 seconds East, 925.90 feet to the Place of Beginning and containing 18.772 acres, more or less, and subject to all legal highways, easements, leases, reservations, and use restrictions of record.

According to survey by K.E. McCartney & Associates, Inc. made August, 2016.

Richland County Parcel No. 038-60-500-61-000

The foregoing legal description may be corrected or modified by the Department of Administrative Services to a final form if such corrections or modifications are needed to facilitate recordation of the deed(s).

(B)(1) The conveyance shall include the improvements and chattels situated on the real estate, and is subject to all

leases, easements, covenants, conditions, and restrictions of record; all legal highways and public rights-of-way; zoning, building, and other laws, ordinances, restrictions, and regulations; and real estate taxes and assessments not yet due and payable. The real estate shall be conveyed in an "as-is, where-is, with all faults" condition.

(2) The deed or deeds for the conveyance of the real estate described in division (A) of this section may contain restrictions, exceptions, reservations, reversionary interests, or other terms and conditions the Director of Administrative Services and the Board of Trustees of The Ohio State University determine to be in the best interest of the state.

(3) Subsequent to the conveyance, any restrictions, exceptions, reservations, reversionary interests, or other terms and conditions contained in the deed or deeds may be released by the State or the Board of Trustees of The Ohio State University without the necessity of further legislation.

(C) Consideration for the conveyance of the real estate described in division (A) of this section shall be at a price acceptable to the Board of Trustees of The Ohio State University and such conveyance shall be pursuant to a real estate purchase agreement(s) containing any terms and conditions acceptable to the Board of Trustees of The Ohio State University.

If the grantee or grantees to be determined do not complete the purchase of the real estate within the time period provided in the real estate purchase agreement(s), The Ohio State University may use any reasonable method of sale considered acceptable to the Board of Trustees of The Ohio State University to select an alternate grantee or grantees to complete the purchase within three years after the effective

date of this section. All advertising costs, additional fees, and other costs incidental to the sale of the real estate described in division (A) of this section shall be negotiated by The Ohio State University and specified in a real estate purchase agreement(s) with the grantee or grantees to be determined.

(D) The real estate described in division (A) of this section may be conveyed as an entire tract or as multiple parcels.

(E) The costs associated with the purchase, closing, and conveyance of the real estate described in division (A) of this section shall be paid by the grantee or grantees, The Ohio State University, or both, in the manner stated in the real estate purchase agreement(s).

The net proceeds of the sale of the real estate shall be deposited into university accounts for purposes to be determined by the Board of Trustees of The Ohio State University.

(F) Upon adoption of a resolution by the Board of Trustees of The Ohio State University and upon receipt of written notice from the Director of Administrative Services, the Auditor of State, with the assistance of the Attorney General, shall prepare a Governor's Deed or Governor's Deeds to the real estate described in division (A) of this section to the grantee or grantees. The Governor's Deed or Governor's Deeds shall state the consideration and shall be executed by the Governor in the name of the state, countersigned by the Secretary of State, sealed with the Great Seal of the State, presented in the Office of the Auditor of State for recording, and delivered to the grantee or grantees. The grantee or grantees shall present the Governor's Deed or Governor's Deeds for recording in the Office

of the Richland County Recorder.

(G) This section shall expire three years after its effective date.

Section 15. (A) Notwithstanding division (A)(5) of section 123.01 of the Revised Code, the Director of Administrative Services may execute a perpetual easement in the name of the state granting to the City of Columbus, Ohio, an Ohio municipal corporation, and its successors and assigns, a perpetual easement for sanitary sewer pipeline purposes burdening the following described real estate:

Situated in the State of Ohio, County of Franklin, City of Columbus, and being part of the Samuel Hughes Subdivision Plat Book 3, Page 272 and a 9.72 acre tract conveyed to The Ohio State University by Instrument Number 199904090088853 and being more particularly described as follows:

Commencing at a point at the intersection of Hawthorne Avenue (50 feet wide), and the centerline of Burt Street (50 feet wide);

Thence leaving said intersection, across the grantor's property with a bearing for reference of North 21°39'38" West, a distance of 253.35 feet to an angle point on the easterly line of an existing Sanitary Easement recorded by Official Record 10883 Page A07 in the Franklin County Recorder's Office and being the True Point of Beginning;

Thence North 70°59'16" West, a distance of 15.21 feet crossing said existing sanitary easement to a point on the westerly line of said existing sanitary easement;

Thence North 89°15'50" West, a distance of 2.78 feet leaving the westerly line of said sanitary easement to a point;

Thence North 00°44’10” East, a distance of 144.13 feet to a point;

Thence South 89°15’50” East, a distance of 20.00 feet to a point;

Thence South 00°44'10" West, a distance of 143.63 feet to a point on the easterly line of said existing sanitary easement;

Thence South 28°32'40" West, a distance of 5.96 feet along said easterly line of said existing sanitary easement to the True Point of Beginning and containing 0.067 acres (2922.95 Sq. Ft.), more or less, and being subject to all other legal easements, agreements, and rights-of-way of record.

This description was prepared by Tony W. Meacham, Ohio Professional Surveyor Number 7799 from an actual field survey performed in 2016.

The bearing North 86°35'04" West on the centerline of Hawthorne Avenue is in this description are referenced to the Ohio State Plane Coordinate System (South Zone), NAD 83 (NSRS 2007).

The foregoing legal description may be corrected or modified by the Department of Administrative Services to a final form if such corrections or modifications are needed to facilitate recordation of the perpetual easement.

(B) The perpetual easement shall state the obligations of, and the duties to be observed and performed by the City of Columbus, Ohio with regard to the perpetual easement, and shall require the City of Columbus, Ohio to assume perpetual responsibility for operating, maintaining, repairing, renewing, reconstructing, and replacing the sanitary sewer pipeline that is currently located on the real estate.

(C) Consideration for granting the perpetual easement is $1.

(D) The Director of Administrative Services, with the assistance of the Attorney General, shall prepare the perpetual easement. The perpetual easement shall state the consideration and the terms and conditions for the granting of the perpetual easement. The perpetual easement shall be executed by the Director of Administrative Services in the name of the state, presented in the Office of the Auditor of State for recording, and delivered to the City of Columbus, Ohio. The City of Columbus, Ohio, shall present the perpetual easement for recording in the Office of the Franklin County Recorder. The City of Columbus, Ohio, shall pay the costs associated with recording the perpetual easement.

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

Section 16. (A) The Governor may execute one or more Governor's Deeds in the name of the state conveying to the selected grantee or grantees, their heirs, successors, and assigns, to be determined in the manner provided in division (C) of this section, all of the state's right, title, and interest in the following described real estate:

Situated in the City of Cambridge, Township of Cambridge, County of Guernsey, State of Ohio and bounded and described as follows:

Situated in the City of Cambridge, Township of Cambridge, County of Guernsey, State of Ohio, and being a part of Partition Lot #14 in the Third Quarter, Township #2 North, Range #3 West, and being more particularly described as follows:

TRACT ONE:

Being 0.591 acres more or less in Cambridge Township. Commencing at an iron pin found at the Northeast corner of Partition Lot #14, thence on the North line of Partition Lot #14, N 82° 56' 59" W, a distance of 1,200.00 feet to a point, thence S 17°45' 41" E a distance of 1,799.98 feet to an iron pin set, the BEGINNING, thence on the Northwest right of way of U.S. #40, S 41° 25'19" W a distance of 100.00 feet to a point, thence N 30° 17' 41" W a distance of 94.00 feet to a point, thence S 52° 52' 32" W a distance of 19.13 feet to a point, thence N 30° 17' 41" W a distance of 121.90 feet to a point, thence N 05° 56' 51" W a distance of 10.68 feet to an iron pin set, thence N 29° 00' 55" E, a distance of 127.38 feet to an iron pin set, thence with the West line of the Ohio State Patrol Barracks S 30° 17' 41" E a distance of 257.00 feet to the beginning and containing 0.591 acres, more or less, and being part of the property conveyed in Tract #3, Parcel #1, and #2 of Volume 341, Page 600 of the Deed Records of Guernsey County, Ohio.

TRACT TWO:

Being 0.092 acres more or less in the City of Cambridge. Commencing at an iron pin found at the Northeast corner of a Partition Lot #14, thence on the North line of Partition Lot #14, N 82° 56' 59" W, a distance of 1,200.00 feet to a point, thence S 17° 45' 41" E a distance of 1,799.98 feet to an iron pin at the most southerly corner of the State Patrol Barracks found in Volume 171, Page 165 of the Deed Records of Guernsey County, Ohio, thence on the Northwest right of way of U.S. #40, S 41° 25' 19" W, a distance of 100.00 feet to a point, the BEGINNING, thence on the Northwest right of way of U.S. #40, S 41° 25' 19" W a distance of 12.00 feet to an iron pin set,

thence N 42° 39' 47" W a distance of 140.55 feet to an iron pin set, thence N 23° 38' 21" W a distance of 41.18 feet to an iron pin set, thence N 05° 56' 51" W a distance of 43.02 feet to a point, thence S 30° 17′ 41″ E a distance of 121.90 feet to a point, thence N 52° 52' 32" E a distance of 19.13 feet to a point, thence S 30° 17' 41" E a distance of 94.00 feet to the beginning and containing 0.092 acres, more or less and being a part of the property conveyed in Tract #4, Volume 341, Page 603 of the Deed Records of Guernsey County, Ohio, including all easements for utilities, including sewer line easements to the North to the existing sewer line.

The above two described tracts are subject to all easements or leases of public record. Iron pins set are 5/8 inch rebar. Bearings are magnetic and are for angle purposes only.

A survey of the above described property was made by Joseph T. Spilker, Registered Surveyor #S-5862 on July 15, 1981.

Subject to all legal highways, restrictions, and reservations of record.

Auditor's Parcel Nos.: 02-0003910.000 & 06-0008765.000

Prior Instrument Reference: Volume 458 Page 858 Official Records of Guernsey County, Ohio.

The foregoing legal description may be corrected or modified by the Department of Administrative Services to a final form if such corrections or modifications are needed to facilitate recordation of the deed(s).

(B)(1) The conveyance includes improvements and chattels situated on the real estate, and is subject to all easements, covenants, conditions, and restrictions of record; all legal highways and public rights-of-way; zoning, building, and other

laws, ordinances, restrictions, and regulations; and real estate taxes and assessments not yet due and payable. The real estate shall be conveyed in an "as-is, where-is, with all faults" condition.

(2) The deed or deeds for the conveyance of the real property described in division (A) of this section may contain restrictions, exceptions, reservations, reversionary interests, and other terms and conditions the Director of Administrative Services and the Board of Trustees of Ohio University determine to be in the best interest of the state.

(3) Subsequent to the conveyance, any restrictions, exceptions, reservations, reversionary interests, or other terms and conditions contained in the deed or deeds may be released by the state or the Board of Trustees of Ohio University without the necessity of further legislation.

(4) The deed or deeds shall contain restrictions prohibiting the grantee or grantees from occupying, using, or developing, or from selling, the real property such that the use or alienation will interfere with the quiet enjoyment of neighboring state-owned land.

(5) The real property described above shall be conveyed only if the Director of Administrative Services and the Board of Trustees of Ohio University first have determined that the real property is surplus real property no longer needed by the state and that the conveyance is in the best interest of the state.

(C) The Director of Administrative Services shall conduct a sale of the real property by sealed bid auction or public auction, and the real property shall be sold to the highest bidder at a price acceptable to the Director of Administrative

Services and the Board of Trustees of Ohio University. The Director of Administrative Services shall advertise the sealed bid auction or public auction by publication in a newspaper of general circulation in Guernsey County, once a week for three consecutive weeks before the date on which the sealed bids are to be opened. The Director of Administrative Services shall notify the successful bidder in writing. The Director of Administrative Services may reject any or all bids.

The grantee or grantees shall pay ten percent of the purchase price to the Director of Administrative Services within five business days after receiving the notice the bid has been accepted. The grantee or grantees shall pay the balance of the purchase price to the Director within 60 days after receiving notice the bid has been accepted. When the purchase price has been paid, the Director and grantee or grantees shall enter into a real estate purchase agreement, in the form prescribed by the Department of Administrative Services. Payment may be made in cash, or by bank draft or certified check made payable to the Treasurer of State. A selected grantee who does not complete the conditions of the sale as prescribed in this division shall forfeit the ten percent of the purchase price paid to the state as liquidated damages. If a selected grantee fails to complete the purchase, the Director of Administrative Services may accept the next highest bid, subject to the foregoing conditions. If the Director of Administrative Services rejects all bids, the Director may repeat the sealed bid auction or public auction, or may use an alternative sale process that is acceptable to the Board of Trustees of Ohio University.

Ohio University shall pay advertising and other costs incident to the sale of the real property.

(D) The real property described in division (A) of this section may be conveyed as an entire tract or as multiple parcels.

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

The net proceeds of the sale of the real property shall be paid to Ohio University and deposited into the appropriate university accounts for the benefit of Ohio University.

(F) Upon adoption of a resolution by the Board of Trustees of Ohio University, payment of the purchase price, and upon receipt of written notice from the Director of Administrative Services, the Auditor of State, with the assistance of the Attorney General, shall prepare a Governor's Deed to the real property described in division (A) of this section. The Governor's Deed shall state the consideration and shall be executed by the Governor in the name of the state, countersigned by the Secretary of State, sealed with the Great Seal of the State, presented in the Office of the Auditor of State for recording, and delivered to the Grantee. The Grantee shall present the Governor's Deed for recording in the Office of the Guernsey County Recorder.

(G) This section shall expire three years after its effective date.

Section 17. (A) The Governor may execute a Governor's Deed in the name of the state conveying to the Athens County Public Libraries ("grantee"), and its successors and assigns, all or

part of the state's right, title, and interest in the following described real estate:

Situated in the State of Ohio, Athens County, Farm Lot No. 27, Section 4, T9N R14W, Ohio Company Purchase, and being part of the same parcel conveyed to the Ohio University as described in Deed Book 229, Page 319, also being the 2.725 acre lease parcel of Nelsonville Public Library as described in Official Record 129, Pg. 854, and also being part of the Ohio University parcel as described in Official Record 109, Page 215, in the Athens County Recorder's Office, being more particularly described as follows:

Parcel 1

Commencing at the northwest corner of Farm Lot No. 27, thence S 02° 29' 23" W 3207.33 feet to the northwest corner of subject 2.725 acre parcel, said northwest corner also being the southwest corner of a 4.498 acre Putnam Square INC. lease parcel as described in Official Record 228, Page 884, and referencing an iron pin found cap stamped "SWOYER" at S 03° 02' 36" W 50.00 feet, said point being the Point of Beginning for the parcel herein described;

Thence from the Point of Beginning along the southerly lines of said 4.498 acre lease parcel as described in Official Record 228, Page 884 the following three courses:

1. S 86° 44' 17" E 170.74 feet to an iron pin set;

2. S 03° 02' 35" W 50.00 feet to an iron pin found;

3. S 86° 44' 18" E 382.52 feet to an iron pin found at the westerly right of way line of U.S. 33, also being the northeasterly corner of subject 2.725 acre lease parcel of Nelsonville Public Library as described in Official Record 129,

Page 854;

Thence S 00° 03' 21" E 138.01 feet along the west right of way of US 33 to an iron pin cap set at the southeast corner of subject 2.725 acre lease parcel of Nelsonville Public Library as described in Official Record 129, Pg. 854, said point also being the northeast corner of a 0.395 acre parcel conveyed to the City of Athens as described in Deed Book 212, Page 01;

Thence S 81° 14' 56" W 572.82 feet along the north line of a 0.395 acre parcel conveyed to the City of Athens as described in Deed Book 129, Page 854, to an iron pin found at the southwest corner of subject 2.725 acre lease parcel of Nelsonville Public Library as described in Official Record 129, Pg. 854, said point also being on the easterly right of way of Home Street;

Thence N 03° 02' 36" E 307.00 feet along the west line of subject 2.725 acre lease parcel of Nelsonville Public Library as described in Official Record 129, Pg. 854, to the Point of Beginning.

The above described contains 2.725 acres more or less and is contained in Auditors Parcel A027380002101, which presently shows 2.529 acres.

Parcel 2

Commencing at the northwest corner of Farm Lot No. 27, thence S 02° 32' 33" W 3544.96 feet to an iron pin cap set at the northwest corner of subject 1.619 acre parcel, said northwest corner also being the southwest corner of a 0.395 acre parcel conveyed to the City of Athens as described in Deed Book 212, Page 01, said point being the Point of Beginning for the parcel herein described;

Thence N 81° 14' 56" E 574.49 feet along the north line to an iron pin cap set at the southeast corner of subject 1.619 acre parcel conveyed to the Ohio University as described in Official Record 109, Pg. 215, said point also being the westerly right of way of U.S. 33;

Thence S 00° 03' 21" E 122.55 feet along the westerly right of way of U.S. 33 to an iron pin cap set on the southeast corner of subject 1.619 acre parcel conveyed to the Ohio University as described in Official Record 109, Pg. 215, said point also being on a northerly line of a 10.060 acre parcel conveyed to the City of Athens as described in Official Record 129, Page 854;

Thence S 81° 05' 25" W 581.60 feet along the north line of said 10.060 acre parcel conveyed to the City of Athens as described in Official Record 129, Page 854 to an iron pin set capped on the southwest corner of subject 1.619 acre parcel conveyed to the Ohio University as described in Official Record 109, Pg. 215, said point also being on the easterly right of way of Home Street;

Thence N 03° 02' 36" E 125.40 feet along the easterly right of way of Home Street to the Point of Beginning.

The above described contains 1.619 acres more or less and is contained in Auditors Parcel A027380002101, which presently shows 14.910 acres.

The foregoing legal description may be corrected or modified by the Department of Administrative Services to a final form if such corrections or modifications are needed to facilitate recordation of the deed or if less than the whole property is conveyed.

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

(2) The deed may contain restrictions, exceptions, reservations, reversionary interests, or other terms and conditions the Director of Administrative Services determines to be in the best interest of the state.

(3) The Governor's Deed conveying to grantee all or part of the real estate described in division (A) of this section shall contain a reversionary clause that shall provide that if grantee, or any successor in interest, should ever not utilize the subject real property for library purposes, then the grantee's interest or that of its successor in interest, shall immediately revert to grantor upon written notice from grantor to grantee, or its successor. Such reversion shall take place by operation of law without the need for any further action by grantor.

(4) Subsequent to the conveyance, any restrictions, exceptions, reservations, reversionary interests, or other terms and conditions contained in the deed may be released by the state or Ohio University without the necessity of further legislation.

(C) Consideration for the conveyance of the real estate described in division (A) of this section shall be $1.

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

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

The net proceeds of the sale shall be deposited into the state treasury to the credit of the General Revenue Fund under section 113.09 of the Revised Code.

(F) Upon payment of the purchase price, the Auditor of State, with the assistance of the Attorney General, shall prepare a Governor's Deed to such portions of the real estate described in division (A) of this section as is conveyed. The Governor's Deed shall state the consideration and shall be executed by the Governor in the name of the state, countersigned by the Secretary of State, sealed with the Great Seal of the State, presented in the Office of the Auditor of State for recording, and delivered to the grantee. The grantee shall present the Governor's Deed for recording in the Office of the Athens County Recorder.

(G) This section shall expire three years after its effective date.

Section 18. (A) The Governor may execute a Governor's Deed in the name of the state conveying to the Lawrence County Port Authority, Inc. ("Grantee"), and its successors and assigns, all of the state's right, title, and interest in the following described real estate:

Situated in Lawrence County, Hamilton Township, Village of

Hanging Rock, Township 1 (North), Range 19 (West), Section 11, State of Ohio, and being a part of the 7.10 acres conveyed by the Norfolk & Western Railway Company to the Village of Hanging Rock as found recorded in Deed Book 308, pages 575 thru 582, inclusive, of the Lawrence County, Ohio, Record of Deeds, and being more specifically bounded and described as follows:

Beginning at a T-Rail on the North side of a 22 foot wide strip (street) conveyed by Florence G. Jefferys to the Village of Hanging Rock, Ohio, by deed recorded in Volume 138, page 415; said T-Rail bears North 7 degrees 1 minute East, 22 feet from the North East corner of Lot No. 8 of the Plan of the Town of Hanging Rock as recorded in Volume 11, Page 94 of the record of deeds in the Recorder's Office of Lawrence County, Ohio; thence with the South line of the aforesaid 7.10 acre tract, North 82 degrees 47 minutes West, 148 feet to the South West corner of the herein described parcel; thence North 11 degrees 32 minutes East, 113.33 feet to a point; thence South 80 degrees 45 minutes 13 seconds East, 330.00 feet to a point on the South side of an existing road; thence South 78 degrees 13 minutes 15 seconds East, 330.66 feet to a point on the East line of the 7.10 acre tract; thence South 22 degrees 25 minutes 40 seconds West, 65.93 feet to the South East corner of the 7.10 acre tract and a corner to a 0.34 acre tract; thence with the South line of the 7.10 acre tract (old N & W Railway property line) North 78 degrees 29 minutes West, 504.07 feet to a T-Rail; thence South 7 degrees 1 minute West, 47.12 feet to the place of beginning and containing 1.13 acres.

PARCEL NO. 09-033-1000

The real estate herein conveyed was calculated, described, and surveyed by D.R. Garwood, Registered Surveyor #4313, State

of Ohio.

For the last recorded instrument, reference is made to warranty deed recorded in Deed Book 338 at page 209 of the Deed Records of Lawrence County, Ohio.

ALSO, the following described real estate; Lots 18 and 19 in the Village of Hanging Rock, in said Lawrence County, Ohio.

For the last recorded instrument, reference is made to warranty deed dated September 23, 1906, and recorded in Deed Book 84 at page 472 of the Deed Records of Lawrence County, Ohio.

ALSO, the following real estate; Being the East ½ of Lot 20 in the Village of Hanging Rock, Lawrence County, Ohio.

For the last recorded instrument, reference is made to Deed Book 114 at page 626, dated September 18, 1922, in the Deed Records of Lawrence County, Ohio.

ALSO, the following real estate: Situate in the Village of Hanging Rock, Lawrence County, Ohio.

Being the West ½ of Lot 20 in the Village of Hanging Rock in said Lawrence County, Ohio.

For the last recorded instrument reference is made to deed dated September 25, 1922, and recorded in Deed Book 114 at page 627 of the Deed Records of Lawrence County, Ohio.

Lots 18, 19 & 20 subject to Right of Way for new road. See plat book 6, p 223.

There is also conveyed herein all right, title and interest that the grantors herein has in those certain alleys and streets vacated by the Village of Hanging Rock and described

as follows: Auditor's Duplicate 1967.

Page 35, Line 20, E ½ Center Street, 33X140.25 feet adjoining Lot 20;

Page 36, Line 21, S ½ of 16 ½ alley, 8.25X247.5 feet adjoining Lots 18, 19 & 20;

Page 36, Line 13, Lots 18, 19 & 20, North part;

Page 36, Line 14, Lots 18, 19, & 20, State Highway easement, Parcel No. 206 South Part

Note: Remainder of streets and alleys went to adjoining owner when vacated which was the State of Ohio, grantor herein.

For the last recorded instruments, see Ordinance No. 112, 111 and 113, recorded in Volume PL. B. 6, at pages 223 to 229 inclusive of the Plat Records of Lawrence County, Ohio.

Parcel Nos: 09-041-1100, 09-041-1200

LSOT: DB 338, P 387, Recorder's Office, Lawrence County, Ohio.

Also the following described property: Vacated 22' wide street 22X82.5 and the North ½ of vacated 16 ½ Alley 8.25X82.5.

Parcel No. 09-040-1705

ALSO THE FOLLOWING DESCRIBED PROPERTY:

Situate in Lawrence County, State of Ohio, and bounded and described as follows, to-wit:

Lot #10 in the Village of Hanging Rock in said Lawrence County, Ohio. Also, Lot No. Nine (9) in the Village of Hanging Rock in Lawrence County, Ohio.

Vacated 22' wide street 22X198, vacated Center Street

33X140.25, and vacated 16 ½ Alley 8.25X165.

See Plat in Auditor's 2002 Duplicate.

Parcel No.: 09-040-1700

LSOT: DB 331, P 667, Recorder's Office, Lawrence County, Ohio.

For the last recorded instrument, reference is made to Deed Book 328 at page 574 Deed Records of Lawrence County, Ohio, and Deed Book 331 at page 401 in said Deed Records, Lawrence County, Ohio.

ALSO, THE FOLLOWING REAL ESTATE: Situated in Lawrence County, Hamilton Township, Village of Hanging Rock, State of Ohio, in Township 1 North, Range 19, Section 11, and being more particularly bounded and described as follows:

Beginning at a T-Rail set on the North side of a 22 foot wide strip of land conveyed by Quit Claim Deed of March 3, 1932, from Florence G. Jefferys to the Village of Hanging Rock as recorded in Volume 138 at page 415 of the Lawrence County, Ohio, Record of Deeds; said beginning point bears North 7 degrees 01 minutes East, 22 feet from the Northeast corner of Lot No. 8 of the Plan of the Town of Hanging Rock as recorded in Volume 11, page 94 of the Lawrence County, Ohio, Record of Deeds.....

Said beginning point being also one of the angle points of the Norfolk and Western Railroad right of way line as referred to in the deed of conveyance from the Norfolk and Western Railroad to the Village of Hanging Rock, Ohio, as recorded in Volume 308 at page 574; thence with the right of way line of the Norfolk and Western Railroad (now the Village of Hanging Rock) North 7 degrees 01 minutes East, 47.12 feet to another T-Rail monument; thence South 78 degrees 29 minutes East, 504.07 feet

to a point common to the old right of way line of the Norfolk and Western Railroad and land conveyed by the Norfolk and Western Railroad to the State of Ohio, Dept. of Highways, said point being 448.37 feet left of Station 266 plus 84.73 of the centerline survey of U.S. Route 52; thence South 22 degrees 25 minutes 40 seconds West 11.92 feet to a point on the North line of the aforesaid 22 foot wide street; thence with the North line of said 22 foot wide street North 82 degrees 47 minutes West, 499.40 feet to the place of beginning and containing thirty-four one hundredths (0.34) of an acre. The herein described real estate was surveyed by D.R. Garwood, Reg. Surv. #4313, State of Ohio.

Parcel No.: 09-037-0900

For the last recorded instrument, reference is made to Deed Book 328 at page 571, Deed Records of Lawrence County, Ohio.

LSOT: DB 331, P 667, Recorder's Office, Lawrence County, Ohio.

ALSO THE FOLLOWING DESCRIBED PROPERTY:

Situate in Lawrence County, State of Ohio, and bounded and described as follows, to-wit:

Lot #11 in the Village of Hanging Rock is said Lawrence County, Ohio.

Parcel No.: 09-040-1701

LSOT: DB 377, P 621, Recorder's Office, Lawrence County, Ohio.

ALSO THE FOLLOWING DESCRIBED PROPERTY:

Situate in Lawrence County, State of Ohio, and bounded and described as follows, to-wit:

Lots 43, 44 and ½ of Lot 45 in the Village of Hanging Rock is said Lawrence County, Ohio.

Parcel No.: 09-044-0200

ALSO THE FOLLOWING DESCRIBED PROPERTY:

Situate in the Village of Hanging Rock, County of Lawrence and State of Ohio: Beginning at a point on the south line of a 7.10 A. tract conveyed to the Village of Hanging Rock by the Norfolk & Western Railway Company by deed dated June 23, 1964, as recorded in Vol. 308, Page 574, Lawrence County Deed Records, said point being the Southwest corner of a 1.13 A. tract conveyed to the Board of Education of Rock Hill Local School District by deed dated March 9, 1968, as recorded in Vol. 338, Page 209, Deed Records; thence, with the South line of said 7.10 acre tract and the North line of a 22 foot street conveyed to the Village of Hanging Rock by Florence G. Jeffreys by deed recorded in Vol. 138, Page 415, Deed Records, N. 82 deg 47' W. 365.08 ft. to a point the intersection of the East line of Market Street, if extended, with the South line of the 7.10 acre tract; thence in a northerly direction with the East line of Market Street, if extended, as shown on the Plat of the Town of Hanging Rock as shown in Vol. 11, P. 94, Deed Records, N. 6 deg. 56' E. 47-50 feet to a point 6 ft. from and right angles to the southerly edge of the pavement of the new street on the old N. & W. right of way; thence in an easterly direction and 6 ft. from and parallel to said pavement on a curve to the right having a radius of 694.545 feet, 243.00 feet to the P.T. of curve; thence S. 78 deg. 29' E. 130 feet to a point in the West line of said 1.13 acre tract; thence S. 11 deg. 32' W. 65.50 feet with said

line to the place of beginning, and containing 0.57 acre, more or less, consisting of a strip of land bounded generally by the present school property on the east, the 22 ft. street on the South; the easterly line of Market Street, if extended, on the West, and the berm of the newly paved road on the North.

Parcel No.: 09-033-0800

LSOT: DB 363, P 260, Recorder's Office, Lawrence County, Ohio.

ALSO THE FOLLOWING DESCRIBED PROPERTY:

Situated in the County of Lawrence, in the State of Ohio, and in the Village of Hanging Rock and bounded and described as follows:

Being all of lot "K" in the Village of Hanging Rock as conveyed to the grantor herein and recorded in Volume 207 at Page 607 of the Lawrence County Record of Deeds.

This instrument is expressly subject to an Easement for Highway Purposes granted the State of Ohio and recorded in Volume 248 at Page 146 of the Lawrence County Record of Easements.

The above real estate hereby conveyed is described as follows:

Being in Section 11, Town 1, Range 19 and being all of Lot K, known as the Foundry Lot and the Old Public Road being 40 feet in width adjoining Lot K, also the east 6 feet of Lots 14 and 15 of Hanging Rock, containing 1.65 acres more or less.

Parcel No.: 09-037-0600

LSOT: DB 249, P 302, Recorder's Office, Lawrence County,

Ohio.

The foregoing legal description may be corrected or modified by the Department of Administrative Services to a final form if such corrections or modifications are needed to facilitate recordation of the deed.

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

(2) The deed for the conveyance of the real property described in division (A) of this section may contain restrictions, exceptions, reservations, reversionary interests, or other terms and conditions the Director of Administrative Services and the Board of Trustees of Ohio University determine to be in the best interest of the state.

(3) Subsequent to the conveyance, any restrictions, exceptions, reservations, reversionary interests, or other terms and conditions contained in the deed may be released by the state or the Board of Trustees of Ohio University without the necessity of further legislation.

(C) Consideration for the conveyance of the real property described in division (A) of this section shall be $219,000, pursuant to a real estate purchase agreement as prepared and approved by the Director of Administrative Services and the Board of Trustees of Ohio University.

The Director of Administrative Services shall offer the real estate to the Lawrence County Port Authority, Inc. through a real estate purchase agreement. If the Lawrence County Port Authority, Inc. does not complete the purchase of the real estate within the time period provided in the real estate purchase agreement, the Director of Administrative Services may use any reasonable method of sale considered acceptable by the Board of Trustees of Ohio University to determine an alternate grantee willing to complete the purchase within three years after the effective date of this section. Ohio University shall pay all advertising costs, additional fees, and other costs incident to the sale of the real property.

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

(E) Grantee shall pay all costs associated with the purchase, closing, and conveyance of the real property, including surveys, title evidence, title insurance, transfer costs and fees, recording costs and fees, taxes, and any other fees, assessments, and costs that may be imposed.

The net proceeds of the sale of the real property shall be paid to Ohio University and deposited into the appropriate university accounts for the benefit of Ohio University.

(F) Upon adoption of a resolution by the Board of Trustees of Ohio University, payment of the purchase price, and receipt of written notice from the Director of Administrative Services, the Auditor of State, with the assistance of the Attorney General, shall prepare a Governor's Deed to the real property described in division (A) of this section. The Governor's Deed shall state the consideration and shall be executed by the Governor in the name of the state, countersigned by the

Secretary of State, sealed with the Great Seal of the State, presented in the Office of the Auditor of State for recording, and delivered to the grantee. The grantee shall present the Governor's Deed for recording in the Office of the Lawrence County Recorder.

(G) This section shall expire three years after its effective date.

Section 19. (A) The Governor may execute one or more Governor's Deeds in the name of the state conveying to the selected grantee or grantees, their heirs, successors, and assigns, to be determined in the manner provided in division (C) of this section all of the State's right, title, and interest in the following described real estate:

Situated in the City of Athens, Athens County, Ohio, to-wit:

Beginning at a point 94 feet East of the Southwest corner of Inlot No. 26 in the City of Athens on the South line of said Inlot; thence East 43 feet on the said South line; thence North to the line running East and West between the North and South halves of the North half of said Inlot; thence West 43 feet; thence South to the place of beginning, also the right of way for the purposes of a private alley over and along ten feet East of and adjoining said tract above described

EXCEPTING the following described real estate: Beginning at a point 94 feet East of the West line of Inlot No. 26, which point is on the line dividing the North and South halves of the North half of said Inlot No. 26 and is also the Northwest corner of that part of said Inlot No. 26 now owned by the said Martha B. Pilcher; thence East on said dividing line 43 feet; thence

South 20 feet; thence West 43 feet to a line parallel with the said North line; thence North 20 feet to the place of beginning.

The above tract is subject to all easements or leases of public record.

Subject to all legal highways, restrictions, and reservations of record.

Auditor's Parcel Nos.: A027080007000

Prior Instrument Reference: Volume 281 Page 328 Official Records of Athens County, Ohio.

The foregoing legal description may be corrected or modified by the Department of Administrative Services to a final form if such corrections or modifications are needed to facilitate the sale of the subject property.

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

(2) The deed for the conveyance of the real property may contain restrictions, exceptions, reservations, reversionary interests, and other terms and conditions the Director of Administrative Services and the President and Board of Trustees of Ohio University determine to be in the best interest of the State.

(3) Subsequent to the conveyance, any restrictions,

exceptions, reservations, reversionary interests, or other terms and conditions contained in the deed may be released by the State and the President and Board of Trustees of Ohio University without the necessity of further legislation.

(4) The deed or deeds shall contain restrictions prohibiting the grantee or grantees from occupying, using, or developing, or from selling, the real estate such that the use or alienation will interfere with the quiet enjoyment of neighboring state-owned land.

(5) The real estate described above shall be conveyed only if the Director of Administrative Services and the President and Board of Trustees of Ohio University first have determined that the real estate is surplus real property no longer needed by the state and that the conveyance is in the best interest of the state.

(C) The Director of Administrative Services, in consultation with Ohio University shall conduct a sale of the real estate by sealed bid auction and the real estate shall be sold to the highest bidder at a price acceptable to the Director of Administrative Services and the President and Board of Trustees of Ohio University. The Director of Administrative Services shall advertise the sealed bid auction by publication in a newspaper of general circulation in Athens County, once a week for three consecutive weeks before the date on which the sealed bids are to be opened. The Director of Administrative Services shall notify the successful bidder in writing. The Director of Administrative Services may reject any or all bids.

The purchaser shall pay a deposit of ten percent of the purchase price to the Department of Administrative Services within five business days after receiving notice the bid has

been accepted. When the deposit has been received by the Department of Administrative Services, the purchaser shall enter into a real estate purchase agreement in the form prescribed by the Department of Administrative Services. The purchaser shall pay the balance of the purchase price to the Department of Administrative Services within sixty days after receiving notice the bid has been accepted. Payment of the deposit and the balance of the purchase price shall be made by bank draft or certified check made payable to the Treasurer of State. A purchaser who does not complete the conditions of the sale as prescribed in this division or in the real estate purchase agreement shall forfeit the ten percent of the purchase price paid to the State as liquidated damages. Should a purchaser not complete the conditions of sale as described in this division or in the real estate purchase agreement, the Director of Administrative Services is authorized to accept the next highest bid, by collecting ten percent of the revised purchase price from the next bidder and proceed to close the sale, provided that the secondary bid meets all other criteria provided for in this section. If the Director of Administrative Services rejects all bids from the sealed bid auction, the Director may repeat the sealed bid auction process described in this section or may use an alternate sale process that is acceptable to Ohio University.

Ohio University shall pay advertising costs incident to the sale of the real estate.

(D) The real estate described in division (A) of this section may be conveyed as an entire tract or as multiple parcels.

(E) The purchaser shall pay all costs, other than those

specified above, associated with the purchase, closing, and conveyance of the subject property, including surveys, lot split fees, title evidence, title insurance, transfer costs and fees, recording costs and fees, taxes, and any other fees, assessments, and costs that may be imposed.

The net proceeds of the sale shall be deposited into Ohio University accounts for purposes to be determined by the President and Board of Trustees of Ohio University.

(F) Upon receiving written request from the Department of Administrative Services, the Auditor of State, with the assistance of the Attorney General, shall prepare a Governor's Deed to the real estate described in division (A) of this section. The Governor's Deed shall state the consideration and shall be executed by the Governor in the name of the State, countersigned by the Secretary of State, sealed with the Great Seal of the State, presented in the Office of the Auditor of State for recording, and delivered to the grantee. The grantee shall present the Governor's Deed for recording in the Office of the Athens County Recorder.

(G) This section shall expire three years after its effective date.

Section 20. (A) The Governor may execute a Governor's Deed in the name of the state conveying to one or more purchaser or purchasers, their heirs, successors, and assigns all of the state's right, title, and interest in the following described real estate:

Situated in the City of Portsmouth, County of Scioto, State of Ohio and is described as follows:

Being the whole of Lot No. 8 of the Kings Court

Subdivision of the City of Portsmouth, as shown as and designated on the duly recorded plat of said subdivision in Plat Book 6, Pages 77 and 78, Scioto County, Ohio, Record of Plats

The foregoing legal description may be corrected or modified by the Department of Administrative Services to a final form if such corrections or modifications are needed to facilitate recordation of the deed.

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

(2) The deed may contain restrictions, exceptions, reservations, reversionary interests, and other terms and conditions the Director of Administrative Services determines to be in the best interest of the state.

(3) Subsequent to the conveyance, any restrictions, exceptions, reservations, reversionary interests, or other terms and conditions contained in the deed may be released by the state or Shawnee State University without the necessity of further legislation.

(4) The real estate described in division (A) of this section shall be conveyed only if the Director of Administrative Services and the Board of Trustees of Shawnee State University first have determined that the real estate is surplus real property no longer needed by the state and that the conveyance

is in the best interest of the state.

(C) The Director of Administrative Services shall conduct a sale of the real estate by sealed bid auction and the real estate shall be sold to the highest bidder at a price acceptable to the Director of Administrative Services and Board of Trustees of Shawnee State University. The Director of Administrative Services shall advertise the sealed bid auction by publication in a newspaper of general circulation in Scioto County, once a week for three consecutive weeks before the date on which the sealed bids are to be opened. The Director of Administrative Services shall notify the successful bidder in writing. The Director of Administrative Services may reject any or all bids.

The purchaser shall pay ten percent of the purchase price to the Department of Administrative Services within five business days after receiving notice the bid has been accepted. When the deposit has been received by the Department of Administrative Services, the purchaser shall enter into a real estate purchase agreement, in the form prescribed by the Department of Administrative Services. The purchaser shall pay the balance of the purchase price to the Department of Administrative Services within 60 days after receiving notice the bid has been accepted. Payment of the deposit and the purchase price shall be made by bank draft or certified check made payable to the Treasurer of State. A purchaser who does not complete the conditions of the sale as prescribed in this division shall forfeit the ten percent of the purchase price paid to the state as liquidated damages. Should a purchaser not complete the conditions of sale as described in this division, the Director of Administrative Services is authorized to accept the next highest bid or bids by collecting ten percent of the revised purchase price from the next bidder and to proceed to

close the sale, provided for in the section, subject to the foregoing conditions. If the Director of Administrative Services rejects all bids from the sealed bid auction, the Director may repeat the sealed bid auction process described in this section or may use an alternate sale process acceptable to Shawnee State University.

Shawnee State University shall pay advertising and other costs incident to the sale of the real estate.

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

(E) Purchaser shall pay all costs, other than those specified above, associated with the purchase, closing, and conveyance of the subject property, including surveys, title evidence, title insurance, transfer costs and fees, recording costs and fees, taxes, and any other fees, assessments, and costs that may be imposed.

The net proceeds of the sale shall be paid to Shawnee State University and shall be deposited into university accounts for the benefit of Shawnee State University.

(F) Upon receiving written request from the Department of Administrative Services, the Auditor of State, with the assistance of the Attorney General, shall prepare a Governor's Deed to the real estate described in division (A) of this section. The Governor's Deed shall state the consideration and shall be executed by the Governor in the name of the state, countersigned by the Secretary of State, sealed with the Great Seal of the State, presented in the Office of the Auditor of State for recording, and delivered to the grantee. The grantee shall present the Governor's Deed for recording in the Office of

the Scioto County Recorder.

(G) This section shall expire three years after its effective date.

Section 21. (A) The Governor may execute a Governor's Deed in the name of the state conveying to the City of Akron, Ohio, or an alternate grantee or grantees, and its successors and assigns, all of the state's right, title, and interest in the following described real estate:

Situated in the City of Akron, County of Summit and State of Ohio and known as being a part of Lots 4 and 5, Tract 4, formerly Springfield Township and more fully described as follows:

Beginning at a drill hole found at the centerline intersection of Triplett Boulevard with Hilbish Avenue and being the northeast corner of Lot 4; Thence southwesterly along the centerline of Hilbish Avenue and the easterly line of said Lot 4, S 0° 21' 00" W (bearings referenced to the Ohio Coordinate System, North Zone), 1814.38 feet to the southeast corner of Lot 4; Thence northwesterly along the southerly line of Lot 4 and northerly line of Lot 5, N 89° 43' 24" W, 305.44 feet to a tangent line of the centerline of George Washington Boulevard (100' R/W); Thence southwesterly along said tangent line, S 33° 39' 10" W, 221.77 feet to a lead center monument formed at a point of curve on the centerline of George Washington Boulevard (N 501, 243.54/E 2,288,089.60 Ohio Coordinate System, North Zone); Thence northeasterly along the centerline of George Washington Boulevard and along the arc of a circle curving to the left (central angle = 3° 36' 18", radius = 1199.76', chord = 75.48', chord bearing = N 31° 51' 02" E) 75.49 feet to a point; Thence radial to said centerline curve, N 59° 57' 08" W, 50.00

feet to the southeast corner of land owned by the State of Ohio (Deed Volume 5163, Page 45) and being the True Place of Beginning for the land hereinafter described;

Thence N 56° 39' 49" W, 263.45 feet to a point; Thence N 64° 33' 36" W, 97.32 feet to a number six rebar found; Thence N 6° 31' 53" E, 42.38 feet to a number six rebar found; Thence N 41°16' 00" W, 47.38 feet to a number six rebar found; Thence N 35° 31' 10" W, 51.26 feet to a number six rebar found; Thence S 4° 33' 59" W, 87.75 feet to a number five rebar set; Thence S 18°15' 14" W, 329.06 feet to a number five rebar set; Thence S 52° 38' 41" E, 345.69 feet to a number five rebar set on the westerly line of George Washington Boulevard; Thence northeasterly along said westerly line N 33° 39' 10" E, 291.04 feet to a number five rebar set at a point of curve; Thence northeasterly along the arc of a circle curving to the left (central angle = 3° 36' 18", radius = 1149.76', chord = 72.33', chord bearing = N 31° 51' 02" E) 72.34 feet to the True Place of Beginning for the land hereinbefore described and containing 3.1960 acres of land as surveyed by the Bureau of Engineering, City of Akron, Ohio, in May, 1988, and subject to all legal highways, easements and restrictions of record.

Summit County Parcel Nos. 6757940 and 6755127

Prior Instrument Reference No.: O.R. Volume 196, Pages 279 - 282

The foregoing legal description may be corrected or modified by the Department of Administrative Services to a final form if such corrections or modifications are needed to facilitate recordation of the deed.

(B)(1) The conveyance shall include the improvements and

chattels situated on the real estate, and is subject to all easements, covenants, conditions, and restrictions of record; all legal highways and public rights-of-way; zoning, building, and other laws, ordinances, restrictions, and regulations; and real estate taxes and assessments not yet due and payable. The real estate shall be conveyed in an "as-is, where-is, with all faults" condition.

(2) The deed for the conveyance of the real estate may contain restrictions, exceptions, reservations, reversionary interests, or other terms and conditions the Director of Administrative Services and the Board of Trustees of the University of Akron determine to be in the best interest of the state.

(3) Subsequent to the conveyance, any restrictions, exceptions, reservations, reversionary interests, or other terms and conditions contained in the deed may be released by the state or the Board of Trustees of the University of Akron without the necessity of further legislation.

(C) Consideration for the conveyance of the real estate described in division (A) of this section shall be $1.

The Director of Administrative Services shall offer the real estate to the City of Akron, Ohio, through a real estate purchase agreement. If the City of Akron, Ohio, does not complete the purchase of the real estate within the time period provided in the real estate purchase agreement, the Director of Administrative Services may use any reasonable method of sale considered acceptable by the Board of Trustees of the University of Akron to determine an alternate grantee or grantees to complete the purchase within three years after the effective date of this section. In that case, consideration for the

conveyance of the real estate to an alternate grantee or grantees shall be at a price and any terms and conditions acceptable to the Director of Administrative Services and the University of Akron. The Board of Trustees of the University of Akron shall pay all advertising costs, additional fees, and other costs incident to the sale of the real estate to an alternate grantee or grantees.

(D) The real estate described in division (A) of this section may be conveyed as an entire tract or as multiple parcels.

(E) Grantee shall pay all costs associated with the purchase, closing, and conveyance of the real estate described in division (A) of this section, including surveys, title evidence, title insurance and any other fees, assessments, and costs that may be imposed, but not transfer costs and fees, recording costs and fees, which will be paid by the Board of Trustees of the University of Akron.

The net proceeds of the sale shall be deposited into university accounts for purposes to be determined by the Board of Trustees of the University of Akron.

(F) Upon execution of the real estate purchase agreement, the Auditor of State, with the assistance of the Attorney General, shall prepare a Governor's Deed to the real estate described in division (A) of this section. The Governor's Deed shall state the consideration and shall be executed by the Governor in the name of the state, countersigned by the Secretary of State, sealed with the Great Seal of the State, presented in the Office of the Auditor of State for recording, and delivered to the grantee. The grantee shall present the Governor's Deed for recording in the Office of the Summit County

Recorder.

(G) This section shall expire three years after its effective date.

Section 22. (A) The Governor may execute a Governor's Deed in the name of the state conveying to a selected grantee or grantees, their heirs, successors, and assigns, to be determined in the manner provided in division (C) of this section, all of the state's right, title, and interest in the following described real estate:

Parcel 1:

Situated in the City of Akron, County of Summit and State of Ohio and known as being Block 14, Perkins Allotment, as recorded in Plat Book 1, Page 38, Summit County Records.

Excepting therefrom the following described premises deeded by The Rector, Wardens and Vestrymen of St. Paul's Episcopal Church of Akron, Ohio to The City of Akron, Ohio, dated September 22, 1942, and recorded in Volume 1965, Page 38, Summit County Records:

Situated in the City of Akron, County of Summit and State of Ohio, and known as being a part of Block 14, Perkins Allotment, as recorded in Summit County Record of Plats Book 1, Page 38 and being more fully described as follows:

Tract l: Beginning at the southwestern corner of South Forge Street and East Market Street (60 feet wide); thence southwesterly along the western line of South Forge Street, about thirty-seven and seventy-six hundredths (37.76) feet to a point, said point being the tangent point of the arc of a circle of twelve (12) feet radius; thence Northerly along the arc of said circle, curving to the left and tangent to the preceding

course, about twenty-six and ninety-four hundredths (26.94) feet to a point, said point being ten (10) feet south of, measured at right angles to, the southern line of East Market Street; thence westerly parallel to the southern line of East Market Street, and tangent to the preceding course, five (5.00) feet to a point; thence Northerly at right angles to the preceding course, ten (10.00) feet to a point in the southern line of East Market Street; thence Easterly along the southern line of East Market Street, about thirty-seven and ninety-five hundredths (37.95) feet to the place of beginning, containing about 477 square feet.

Tract 2: Beginning at the southeastern corner of Fir Hill and East Market Street (60 feet wide); thence easterly along the southern line of East Market Street, One Hundred Ninety-Four and three tenths (194.3) feet to a point; thence southerly at right angles to preceding course ten (10.00) feet to a point; thence westerly along a line parallel to the southern line of East Market Street One Hundred Sixty-Eight and twenty-eight hundredths (168.28) feet to a point, said point being the tangent point of the arc of a circle of twelve (12) foot radius; thence southerly, along the arc of said circle, curving to the left and tangent to the preceding course about twenty-four and ninety-six (24.96) hundredths feet to a point in the eastern line of Fir Hill; thence Northerly along the said line of Fir Hill, about thirty-one and eighty-nine hundredths (31.89) feet to the place of beginning, containing about 2,011 square feet.

Tract 3: Beginning at the Northeastern corner of South Forge Street and Fir Hill; thence Northerly, along the eastern line of Fir Hill, about seventeen and eighty-six hundredths (17.86) feet to a point, said point being the tangent point of the arc of a circle of twelve (12) foot radius; thence

southeasterly along the arc of said circle curving to the left, and tangent to the preceding course about twenty-three and fifty hundredths (23.50) feet to a point in the western line of South Forge Street; thence Southwesterly, along the said Western line of South Forge Street and tangent to the preceding course, about seventeen and eighty-six hundredths (17.86) feet to the place of beginning, containing about 75 square feet of land, be the same more or less, but subject to all legal highways.

Also known as 354 East Market Street, Akron, Ohio 44304

Summit County Parcel No. 68-41381

Prior Instrument Reference: Vol. 4677, Pages 272 - 274

Parcel 2:

And known as being part of Block No. 12 in Perkins Addition to the City of Akron, Ohio, Part of original Portage Township Tract 7 as shown by the recorded plat in Volume 1 of Maps, Page 37 of Summit County Records, bounded and described as follows: Beginning in the Westerly line of Fir Street which is N. 0 deg. 55' E. 50 Feet from the intersection of the Northerly line of South Forge Street (formerly Old Forge Road) and the Westerly line of said Fir Street; Thence N. 0 deg. 55' E. along the Westerly line of said Fir Street 50 feet; thence N. 85 deg. W. 123 ½ feet; thence S. 17 deg. 20' W. 60 feet; thence S. 89 deg. 5' E. 140 feet to the place of beginning.

Summit County Parcel No. 6829059

Prior Instrument Reference: O.R. 838 Page 494

Parcel 3:

And known as bounded and described as follows: Being part of Block Number 12, Perkins Addition to Akron as recorded in

Plat Book 1, Page 38, Summit County Records of Plats, and bounded and described as follows: Beginning at a point in the West line of Fir Street, which is also the east line of said Bock [sic] Number 12, 100 feet north of the southeast corner of said block; then North 0 deg. 55' East along said line of Block and Street 50 feet; thence North 81 deg. West 107 feet; thence South 17 deg. 20' West 60 feet to the northwest corner of property now or formerly owned by Harriet E. Stuart; thence South 85 deg. East along Harriet E. Stuart's North line 123.50 feet to the place of beginning be the same more or less, but subject to all legal highways.

Summit County Parcel No. 6837468

Prior Instrument Reference: O.R. 1463 Page 491

The foregoing legal descriptions may be modified by the Department of Administrative Services to a final form if such modifications are needed to facilitate recordation of the deed(s).

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

(2) The deed for the conveyance of the real property described in division (A) of this section may contain restrictions, exceptions, reservations, reversionary interests, and other terms and conditions the Director of Administrative

Services and the Board of Trustees of the University of Akron determine to be in the best interest of the state.

(3) Subsequent to the conveyance, any restrictions, exceptions, reservations, reversionary interests, or other terms and conditions contained in the deed may be released by the state or the Board of Trustees of the University of Akron without the necessity of further legislation.

(C) The Director of Administrative Services, in consultation with the University of Akron, shall conduct a sale of the real property by sealed bid auction, and the real property shall be sold to the highest bidder at a price acceptable to the Director of Administrative Services and the Board of Trustees of the University of Akron. The Director of Administrative Services shall advertise the sealed bid auction by publication in a newspaper of general circulation in Summit County, once a week for three consecutive weeks before the date on which the sealed bids are to be opened. The Director of Administrative Services shall notify the successful bidder in writing. The Director of Administrative Services may reject any or all bids.

The grantee or grantees shall pay ten percent of the purchase price to the Department of Administrative Services within five business days after receiving notice the bid has been accepted. When the deposit has been received by the Department of Administrative Services, the grantee or grantees shall enter into a real estate purchase agreement in the form prescribed by the Department of Administrative Services. The grantee or grantees shall pay the balance of the purchase price to the Department of Administrative Services within 60 days after receiving notice the bid has been accepted. Payment of the

deposit and the purchase price shall be made by bank draft or certified check made payable to the Treasurer of State. A selected grantee who does not complete the conditions of the sale as prescribed in this division or in the real estate purchase agreement shall forfeit the ten percent of the purchase price paid to the state as liquidated damages. Should a selected grantee not complete the conditions of sale as described in this division or in the real estate purchase agreement, the Director of Administrative Services is authorized to accept the next highest bid by collecting ten percent of the revised purchase price from the next bidder and proceed to close the sale, provided that the secondary bid meets all other criteria provided for in this section. If the Director of Administrative Services rejects all bids from the sealed bid auction, the Director may repeat the sealed bid auction process described in this section or may use an alternate sale process acceptable to the Board of Trustees of the University of Akron.

The Board of Trustees of the University of Akron shall pay advertising costs incident to the sale of the subject real property.

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

(E) The grantee or grantees shall pay all costs associated with the purchase, closing, and conveyance of the real property, including surveys, lot split costs and fees, title evidence, title insurance, transfer costs and fees, recording costs and fees, taxes, and any other fees, assessments, and costs that may be imposed.

(F) The net proceeds of the sale shall be deposited into university accounts for purposes to be determined by the Board

of Trustees of the University of Akron.

(G) Upon receipt of a fully executed purchase agreement as described in division (C) of this section and upon receiving written notice from the Department of Administrative Services, the Auditor of State, with the assistance of the Attorney General, shall prepare a Governor's Deed to the real property described in division (A) of this section. The Governor's Deed shall state the consideration and shall be executed by the Governor in the name of the state, countersigned by the Secretary of State, sealed with the Great Seal of the State, presented in the Office of the Auditor of State for recording, and delivered to the grantee. The grantee shall present the Governor's Deed for recording in the Office of the Summit County Recorder.

(H) This section shall expire three years after its effective date.

Section 23. (A) The Governor may execute a Governor's Deed in the name of the state conveying to the Lone Star Alumni Association ("Grantee"), and its heirs, successors, and assigns, all of the state's right, title, and interest in the following described real estate:

Situated in the City of Akron, County of Summit and State of Ohio and known as being part of Spicer Tract 23, formerly known as part of Lot 3, Tract 8, Portage Township, and bounded and described as follows:

Parcel 1: Commencing at a stone and iron pipe set in the ground in the north line of Vine Street, and 40 feet westerly from the southeast corner of said Spicer Tract 23, thence westerly along north line of Vine Street, 40 feet; thence

northerly on a line parallel to the easterly line of said Tract 23, 120 feet to an iron pipe; thence easterly on a line parallel to the north line of Vine Street, 40 feet to an iron pipe; thence southerly on a line parallel to the east line of said Tract 23, to the north line of Vine Street, 120 feet to the place of beginning said beginning point is approximately 224 feet easterly from the northeast corner of Vine Street and Spicer Street.

Summit County Parcel No. 67-07618

Situated in the City of Akron, County of Summit and State of Ohio and known as being a part of Spicer Tract 23 formerly known as part of Lot 3, Tract 8, Portage Township, and bounded and described as following:

Parcel 2: Beginning at a stone pipe set in the ground in the north line of Vine Street, 40 feet west of the southeast corner of the said Spicer Tract number 23, which southeast corner of Spicer Tract number 23 is east 264.00 feet along the north line of Vine Street, from the east line Spicer Street, thence easterly, along the north line of Vine Street, 40 feet to the southeast corner of said Tract number 23; thence northernly, along the easterly line of said tract 23, about 180 feet; thence westerly, along the south line of land sold by Lucy A. Booth to Homer E. Conner, 40 feet; thence southerly on a line parallel with the east line of said Tract and 40 feet distant therefrom, about 180 feet to the place of the beginning.

Summit County Parcel No. 67-07619

Situated in the City of Akron, County of Summit and State of Ohio and known as being a part of Lot No. 3, Tract 8, formerly Portage Township and is also a part of Lot No. 24

Spicer Tract, more particularly bounded and described as follows:

Parcel 3: Beginning at the southwest corner of said lot 24 which point is 264.66 feet east of the east line of Spicer Street and is on the north line of Vine Street; thence north 200 feet along the line between Spicer Lots Nos. 23 and 24 to a point, thence east 35 feet parallel to the north line of Spicer Lot No. 24; thence south parallel to the west line of Spicer Lot 24, 200 feet to a point in the north line of Vine Street; thence west along the north line of Vine Street and the south line of Spicer Lot No. 24 a distance of 35 feet to the place of beginning, be the same more or less.

Summit County Parcel No. 67-07620

Prior Deed Reference File # OR 55767280, Summit County Deed Records

Also known as 503 Vine Street, Akron, Ohio 44304

All of parcel 6707618, 6707619 and 6707620

The foregoing legal description may be corrected or modified by the Department of Administrative Services to a final form if such corrections or modifications are needed to facilitate recordation of the deed.

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

(2) The deed may contain restrictions, exceptions, reservations, reversionary interests, or other terms and conditions the Director of Administrative Services and the Board of Trustees of the University of Akron determine to be in the best interest of the state, including an agreement by the grantee to later modify the boundaries of parcels 6707619 and 6707620 to cede a portion of each back to The University of Akron at no cost to The University of Akron.

(3) Subsequent to the conveyance, any restrictions, exceptions, reservations, reversionary interests, or other terms and conditions contained in the deed may be released by the state or the Board of Trustees of the University of Akron without the necessity of further legislation.

(C) Consideration for the conveyance of the real estate described in division (A) of this section shall be the transfer of a 0.2736 acre Tract, all of parcel 6745192 and all of parcel 6760586 located at 496-502 Vine Street, Akron, Summit County, from the Lone Star Alumni Association to the University of Akron and the Grantee's agreement, as required by division (B)(2) of this section, to later modify the boundaries of parcels 6707619 and 6707620.

(D) The Director of Administrative Services shall offer the real estate to the Lone Star Alumni Association through a real estate purchase agreement. If the Lone Star Alumni Association does not complete the purchase of the real estate within the time period provided in the real estate purchase agreement, the Director of Administrative Services may use any reasonable method of sale considered acceptable by the Board of Trustees of the University of Akron to determine an alternate grantee willing to complete the purchase within three years

after the effective date of this section. In that case, consideration for the conveyance of the real estate to an alternate grantee or grantees shall be at a price and any terms and conditions acceptable to the Director of Administrative Services and the University of Akron. The University of Akron shall pay all marketing and advertising costs, additional fees, and other costs incidental to the sale of the real estate.

(E) The real estate described in division (A) of this section may be conveyed as an entire tract or as multiple parcels.

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

(G) The net proceeds of the sale shall be deposited into a University of Akron account to be determined by the Board of Trustees of the University of Akron.

(H) Upon receipt of written notice from the Department of Administrative Services, the Auditor of State, with the assistance of the Attorney General, shall prepare a Governor's Deed or Governor's Deeds to the real estate described in division (A) of this section to the purchaser or purchasers. The Governor's Deed or Governor's Deeds shall state the consideration and shall be executed by the Governor in the name of the state, countersigned by the Secretary of State, sealed with the Great Seal of the State, presented in the Office of the Auditor of State for recording, and delivered to the Grantee. The grantee shall present the Governor's Deed for recording in the Office of the Summit County Recorder.

(I) This section shall expire three years after its effective date.

Section 24. (A) Notwithstanding division (A)(5) of section 123.01 of the Revised Code, the Director of Administrative Services may execute an easement for a term of up to 99 years in the name of the state granting to GCOH Owner LLC, a Delaware limited liability company, and its successors and assigns, or to an alternate grantee, an easement for ingress and egress purposes burdening the following described real estate:

Situated in Section 14, Town 3, Fraction Range 2 BTM, City of Cincinnati, Hamilton County, Ohio and being part of the land conveyed to the State of Ohio in Deed Book 4125, Page 695, the boundary of which being more particularly described as follows:

Beginning at a set cross notch in the west line of 7.445 acre tract conveyed to Board of Trustees of the University of Cincinnati in PB 334 Page 1, being S 10° 00' 15" E, a distance of 25.83 feet from the northwest corner of said 7.445 acre tract;

Thence along the west line of said 7.445 acre tract, S 10° 00' 15" E a distance of 275.86 feet to a set cross notch;

Thence along new division lines the following nine (9) courses;

1. Along a curve to the right an arc distance of 18.72 feet to a set cross notch, said curve having a radius of 493.04 feet, a central angle of 02° 10' 32", and a chord bearing S 85° 54' 33" E a distance of 18.72 feet;

2. N 01° 23' 42" W a distance of 13.86 feet to a set cross notch;

3. Along a curve to the left an arc distance of 7.25 feet to a set cross notch, said curve having a radius of 8.86 feet, a central angle of 46° 52' 07", and a chord with a bearing of N 24° 49' 46" W a distance of 7.05 feet;

4. Along a curve to the right an arc distance of 14.49 feet to a set cross notch, said curve having a radius of 25.19 feet, a central angle of 32° 57' 37", and a chord bearing N 31° 47' 01" W a distance of 14.29 feet;

5. Along a curve to the right an arc distance of 18.44 feet to a set 5/8" iron pin, said curve having a radius of 182.27 feet, a central angle of 05° 47' 48", and a chord bearing N 12° 24' 19" W a distance of 18.43 feet;

6. N 09° 30' 25" W a distance of 125.39 feet to a set 5/8" iron pin;

7. N 12° 11' 54" W a distance of 33.99 feet to a set cross notch;

8. Along a curve to the right an arc distance of 15.05 feet to a set 5/8" iron pin, said curve having a radius of 89.75 feet, a central angle of 09° 36' 24", and a chord bearing N 10° 01' 26" W a distance of 15.03 feet;

9. Along a curve to the right an arc distance of 53.99 feet to a set 5/8" iron pin in the south line of a tract of land conveyed to United States of America in DB 2349 Page 458, said curve having a radius of 72.33 feet, a central angle of 42° 46' 06", and a chord bearing N 16° 09' 49" E a distance of 52.75 feet;

Thence along said south line, N 80° 00' 11" E a distance of 1.38 feet to the Point of Beginning.

Containing 0.140 acre, more or less and being subject to easements, restrictions and rights of way of record.

Bearings are based on The Ohio State Plane Coordinate System, South Zone.

The foregoing legal description may be corrected or modified by the Department of Administrative Services to a final form if such corrections or modifications are needed to facilitate recordation of the easement.

(B) The easement shall state the obligations of, and the duties to be observed and performed by GCOH Owner LLC, or an alternate grantee, with regard to the easement.

(C) The term of the easement shall not exceed 99 years.

(D) Consideration for granting the easement is $1.

(E) The Director of Administrative Services, with the assistance of the Attorney General, shall prepare the easement document. The easement shall state the consideration and the terms and conditions for the granting of the easement. The easement shall be executed by the Director of Administrative Services in the name of the state, presented in the Office of the Auditor of State for recording, and delivered to GCOH Owner LLC, or an alternate grantee. GCOH Owner LLC, or an alternate grantee, shall present the easement for recording in the Office of the Hamilton County Recorder. GCOH Owner LLC, or an alternate grantee, shall pay the costs associated with recording the easement.

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

Section 25. (A) The Governor may execute a Governor's Deed

or Governor's Deeds in the name of the state conveying to a grantee or grantees to be determined, their heirs, successors, and assigns, all of the state's right, title, and interest in the following described real estate:

Parcel No. 1

Situated in the City of Toledo, County of Lucas and State of Ohio:

And known as being the East half (1/2) of the Southwest quarter (1/4) of Section Four (4) and the West half (1/2) of the Southeast quarter (1/4) of said Section Four (4) all in Town three (3) in the United States Reserve of twelve (12) miles square at the foot of the Rapids of the Miami of Lake Erie in the City of Toledo, Lucas County, Ohio, excepting therefrom the right-of-way created by The New York Central Railroad Company.

Subject to legal highways.

TOGETHER WITH one-half of vacated Hill Avenue, as described Ordinance No. 267-39 and amended in Ordinance No. 526-39.

EXCEPTING THEREFROM Relocated Parkside Boulevard in Scott Park and Realignment of Part of Hill Avenue per Ordinance No. 242-67 and Ordinance No. 295-67.

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

Situated in the State of Ohio, County of Lucas, City of Toledo, and being part of the West one-half of the Southeast quarter of Section 4, Town Three, United States Twelve Mile Square Reservation bounded and described as follows:

Commencing for the parcel herein described at a brass plate in a monument box found marking the Southwest corner of

the Southeast quarter of said Section 4; Thence South 89 deg. 55' 28" East along the South line of the Southeast quarter of said Section 4, a record distance of 1342.18 feet to an 3/4-inch iron pin set on the East line of the West one-half of the Southeast quarter of said Section 4;

Thence North 00 deg. 07' 31" East along the East line of the West one-half of the Southeast quarter of said Section 4, passing the existing centerline of right of way of Hill Avenue at a record distance of 322.56 feet, a record distance of 363.56 feet to a mag nail found on the Northerly existing right of way line of Hill Avenue, said point being the Southwesterly property corner of the grantor and the true point of beginning;

Thence North 89 deg. 55' 28" West along the Southerly property line of the grantor, same being the Northerly existing right of way line of Hill Avenue, a distance of 124.79 feet to a mag nail found;

Thence North 00 deg. 17' 20" East along the said Westerly face of a fence line and its extension thereof, a distance of 281.69 feet to a point the center of a fence post;

Thence South 89 deg. 42' 21" East along the said Northerly face of fence line, a distance of 123.99 feet to a point in the center of a fence post at the intersection with the East line of the West one-half of the Southeast quarter of said Section 4;

Thence South 00 deg. 07' 31" West, along the East line of the West one-half of the Southeast quarter of said Section 4, same being the Easterly property line of the grantor, a distance of 281.21 feet to the true point of beginning, containing 0.804 acres of land more or less, subject however to all legal highways and prior easements of record.

This description was prepared and reviewed on October 14, 2014 by DGL Consulting Engineers, LLC, R.J. Lumbrezer, Professional Surveyor Number 8029.

This description is based on a field survey made in September of 2003 by DANSARD GROHNKE LONG LIMITED, LLC under the direction and supervision of Kenneth E. Ducat, Registered Surveyor No. 6783.

NOTE: The bearings in this legal description are based upon an assumed meridian and are used only for the purpose of describing angular measurements.

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

Being a parcel of land situated in the City of Toledo, County of Lucas, State of Ohio, lying northerly of a property owned by an existing railroad, and being a part of the southeast quarter of the southeast quarter (SE¼ of SE¼) of section four (4), town three (3) of the United States Twelve Miles Square Reserve at the foot of the Rapids of the Miami of Lake Erie to wit:

Commencing at a found stone monument, with a capped (D.G.L. LTD. #6783) iron pin at 0.17 feet south & 0.18 feet east, marking the southwest corner of the said southeast ¼ of the southeast ¼ (SE¼ of SE¼) of Section four (4), thence NORTH 00°-44'-36" EAST on the west line of the said southeast ¼ of the southeast ¼ (SE¼ of SE¼) of Section four (4), said west line also being the centerline of Vacated Faraday Street per City of Toledo Ord. 1931, a distance of 42.58 feet to a set 5/8" diameter iron rod with plastic cap (B.D.F.#8524), marking the intersection of the said west line of the said southeast ¼ of the southeast ¼ (SE¼ of SE¼) of Section four (4) with the

centerline of Vacated Hill Avenue per City of Toledo Ord. 6-33, said point also being the Point of Beginning for this description;

(1) Thence continuing NORTH 00°-44'-36" EAST on said west line of the southeast ¼ of the southeast ¼ (SE¼ of SE¼) of Section four (4) a distance of 219.98 feet to a set MAG Nail with a shiner, marking the intersection of said west line of the said southeast ¼ of the southeast ¼ (SE¼ of SE¼) of Section four (4) with the southerly right-of-way of Hill Avenue as it now exists;

(2) Thence SOUTH 85°-55'-34" EAST on said southerly right-of-way of Hill Avenue, as it now exists, a distance of 169.07 feet to a set 5/8" diameter iron rod with plastic cap (B.D.F.#8524), marking the intersection of said southerly right-of-way of Hill Avenue, as it now exists, with the westerly right-of-way of Fearing Boulevard, as if now exists;

(3) Thence SOUTH 04°-32'-19" EAST on said westerly right-of-way of Fearing Boulevard, as it now exists, a distance of 128.18 feet to a set 5/8" diameter iron rod with plastic cap (B.D.F.#8524), marking the intersection of said westerly right-of-way for Fearing Boulevard, as it now exists, with said centerline of Vacated Hill Avenue per City of Toledo Ord. 6-33;

(4) Thence SOUTH 66°-11'- 07" WEST on said centerline of Vacated Hill Avenue per City of Toledo Ord. 6-33, a distance of 198.55 feet to the Point of Beginning of this description;

Containing an Area of 30,575.63 Square Feet or 0.702 Acre of land, more or less, and being subject to all easements, leases and restrictions of record. All 5/8-inch diameter iron rods are set with a plastic cap stating "B.D.F.#58524".

The above described area is contained within Lucas County Auditors Permanent Parcel Number 18-04802 listed as Parcel VI within Lucas County Deed Volume 1959 on pages 113 & 114 having a total area of 65779.29 Square Feet (meas.) or 1.510 (meas.) Acres of land more or less which has an existing PRO of 35,202.69 (meas.) Square Feet or 0.808 (meas.) Acre, more or less and having a residue parcel total area of 30,575.63 (meas.) Square Feet or 0.702 (meas.) Acre of Land.

This legal description has been prepared on August 21st, 2014 by Bradly D. Fish, Registered Surveyor Number 8524 from an actual field survey and documents of record, recorded within the City of Toledo Engineering Services Division and the Lucas County Recorder's Office. Prior legals used are the following deeds recorded in the Lucas County Recorder's Office: Book Volume 1959, page 113 (Parcel Vl), Book Volume 416, page 38.

Grantor claims title by instrument(s) of record in name "The University of Toledo", recorded in Lucas County Recorders Deed Volume 1959 on pages 113 & 114 listed within as Parcel VI.

The bearings for this survey are based on the State Plane Coordinate System of OHIO NORTH ZONE 3401, NAD 83 (2011). All bearings are relative thereto for the purpose of indicating angular measurement.

Prepared August 21, 2014 by Bradly D. Fish, P.S., Registered Surveyor #8524.

Address: 2225 Nebraska Avenue, Toledo, Ohio 43607

Lucas County Parcel No. 18-04802

Parcel No. 2

A parcel known as the South quarter of the Northwest

quarter of the Southwest quarter of Section 4, Town 3 in the United States Reserve of 12 miles square at the foot of the Rapids of the Miami of Lake Erie in the City of Toledo, Lucas County, Ohio;

EXCEPTING THEREFROM the South 65 feet of the West 290 feet thereof;

AND ALSO EXCEPTING THEREFROM that part lying Westerly of the East right-of-way line of Westwood Avenue, and bounded and described as follows:

Commencing at a bolt found marking the West quarter corner of the said Section 4;

(1) Thence South 00 deg. 11' 35" East along the West line of the Southwest quarter of the said Section 4, same line being the centerline of right-of-way of Westwood Avenue, a distance of 1013.01 feet to the intersection of the North line of the South quarter of the Northwest quarter of the Southwest quarter of the said Section 4;

(2) Thence North 89 deg. 59' 20" East along the said North line of the South quarter of the Northwest quarter of the Southwest quarter of the said Section 4, a distance of 50.00 feet to an iron rod set at the intersection of the said line with the Easterly right-of-way line of Westwood Avenue, said point being the True Point of Beginning;

(3) Thence continuing North 89 deg. 59' 20" East along the said North line of the South quarter of the Northwest quarter of the Southwest quarter of the said Section 4, same line being the Southerly line of University Terrace, an addition to the City of Toledo as recorded in Plat Volume 43, Pages 39 and 40, Lucas County Recorder's Office, a distance of 1300.07 feet to an iron

rod set on the East line of the West half of the Southwest quarter of the said Section 4;

(4) Thence South 00 deg. 03' 42" West along the said East line of the West 1/2 of the Southwest quarter of the said Section 4, a distance of 337.58 feet to a capped half inch iron pin found marking a point on the South line of the South quarter of the Northwest quarter of the Southwest quarter of the said Section 4;

(5) Thence South 89 deg. 59' 06" West along the said South line of the South quarter of the Northwest quarter of the Southwest quarter of the said Section 4, a distance of 1058.57 feet to an iron rod set at the Southeasterly corner of a parcel conveyed to Margaret H. Seeman in Deed Volume 1684, page 444;

(6) Thence North 00 deg. 11' 35" West along the Easterly line of the said Seeman parcel, a distance of 65.00 feet to an iron rod set;

(7) Thence South 89 deg. 59' 06" West along the Northerly line of the said Seeman parcel, a distance of 240.00 feet to an iron rod set on the Easterly right-of-way line of Westwood Avenue;

(8) Thence North 00 deg. 11' 35" West along the said Easterly right-of-way line as described in Deed Volume 1985, Page 718, said line being 50.00 Easterly of and parallel to the West line of the Southwest quarter of the said Section 4 and the said centerline of Westwood Avenue, a distance of 272.67 feet to the True Point of Beginning.

The above described area is contained within the Lucas County Auditor's Permanent Parcel Number 20-04204 and contains 9.713 acres more or less, subject to legal highways, easements

and restrictions of record.

This description was prepared and reviewed on April 28, 2003 by Dansard Grohnke Long Limited, LLC, Kenneth E. Ducat, Registered Surveyor Number 6783.

This description is based on a field survey made in April of 2003 by Dansard Grohnke Long Limited, LLC under the direction and supervision of Kenneth E. Ducat, Registered Surveyor No. 6783. Grantor claims title by instrument recorded in Micro Fiche 86-0244 Location E03, Lucas County Recorder's Office.

The basis of bearings in this description are based on an assumed meridian and all other bearings are relative thereto for the purpose of indicating angular measurement. Points referred to as set are 3/4-inch diameter x 30-inch long re-bars with a 1-1/2-inch diameter plastic cap marked "DGL LTD PS #6783".

Address: 328 North Westwood Avenue, Toledo, Ohio 43607

Lucas County Parcel No. 20-04204

The foregoing legal description may be corrected or modified by the Department of Administrative Services to a final form if such corrections or modifications are needed to facilitate recordation of the deed or deeds.

(B)(1) The conveyance shall include the improvements and chattels situated on the real estate, and is subject to all leases, agreements, licenses, memoranda of understanding, easements, covenants, conditions, and restrictions of record; all legal highways and public rights-of-way; zoning, building, and other laws, ordinances, restrictions, and regulations; and real estate taxes and assessments not yet due and payable. The real estate shall be conveyed in an "as-is, where-is, with all faults" condition.

(2) The deed or deeds for the conveyance of the real estate described in division (A) of this section may contain restrictions, exceptions, reservations, reversionary interests, or other terms and conditions the Director of Administrative Services and the Board of Trustees of the University of Toledo determine to be in the best interest of the state.

(3) Subsequent to the conveyance, any restrictions, exceptions, reservations, reversionary interests, or other terms and conditions contained in the deed or deeds may be released by the state or the Board of Trustees of the University of Toledo without the necessity of further legislation.

(C) Consideration for the conveyance of the real estate described in division (A) of this section shall be at a price acceptable to the Board of Trustees of the University of Toledo and such conveyance shall be pursuant to a real estate purchase agreement containing any terms and conditions acceptable to the Board of Trustees of the University of Toledo.

If the grantee or grantees to be determined do not complete the purchase of the real estate within the time period provided in the real estate purchase agreement, the University of Toledo may use any reasonable method of sale considered acceptable to the Board of Trustees of the University of Toledo to select an alternate grantee or grantees to complete the purchase within three years after the effective date of this section.

(D) The real estate described in division (A) of this section may be conveyed as an entire tract or as multiple parcels.

(E) The costs associated with the purchase, closing, and

conveyance of the real estate described in division (A) of this section shall be paid by the grantee or grantees or the University of Toledo in the manner stated in the real estate purchase agreement.

(F) The net proceeds of the sale of the real estate shall be deposited into university accounts for purposes to be determined by the Board of Trustees of the University of Toledo.

(G) Upon adoption of a resolution by the Board of Trustees of the University of Toledo and upon receipt of written notice from the Director of Administrative Services, the Auditor of State, with the assistance of the Attorney General, shall prepare a Governor's Deed or Governor's Deeds to the real estate described in division (A) of this section to the grantee or grantees. The Governor's Deed or Governor's Deeds shall state the consideration and shall be executed by the Governor in the name of the state, countersigned by the Secretary of State, sealed with the Great Seal of the State, presented in the Office of the Auditor of State for recording, and delivered to the grantee or grantees. The grantee or grantees shall present the Governor's Deed or Governor's Deeds for recording in the Office of the Lucas County Recorder.

(H) This section shall expire three years after its effective date.

Section 26. (A) The Governor may execute a Governor's Deed in the name of the State conveying to selected Grantee or Grantees, their heirs, successors and assigns, to be determined in the manner provided in division (C) of this section all of the State's right, title, and interest in the following described real estate:

Being all of that property conveyed to the State of Ohio by James Flynn as Trustee as described in a Warranty Deed dated June 4, 1889 and recorded on July 16, 1889 in Deed Volume 53, Page 336 in the Offices of the Erie County Recorder and being more particularly described as follows:

Situated in the Township of Perkins, County of Erie and State of Ohio:

Beginning South Fifty Four degrees Forty minutes West, Twelve and Twenty Two chains from the center of Sandusky and Milan Road and on the north line of the Twenty Eight acre tract to Mary J. Beatty from Estate of Jamis Beatty Dec'd. then south Forty Four degrees and Forty two minutes East, Six and Eighty one hundredths chains (6 81/100) chs. to within Twenty Five feet of the soldiers home grounds then south Fifty Four Degrees and Forty minutes West and Twenty Five feet North of the Soldiers Home Grounds, Five and Ninety Five and one half hundredths chs. (5 95.5/100) chs. then North Forty Four degrees and Forty Two minutes West Six and Eighty one Hundredth chs. (6 81/100) chs. to North line of said 28 acres tract then North Fifty Four degrees and Forty minutes East as North line of 28 acre tract. 5 95.5/100 chs. to place of beginning making Four acres of land be the same more or less, but subject to all legal highways.

Prior Instrument Record Vol 53 Page 336

All of Erie County Parcel No. 32-61033.000

The foregoing legal description may be corrected or modified by the Department of Administrative Services to a final form if such corrections or modifications are needed to facilitate recordation of the deed.

(B)(1) The conveyance includes improvements and chattels

situated on the real estate, and is subject to all leases, easements, covenants, conditions, and restrictions of record; all legal highways and public rights-of-way; zoning, building, and other laws, ordinances, restrictions, and regulations; and real estate taxes and assessments not yet due and payable. The real estate shall be conveyed in an "as-is, where-is, with all faults" condition.

(2) The deed may contain restrictions, exceptions, reservations, reversionary interests, and other terms and conditions the Director of Administrative Services determines to be in the best interest of the State.

(3) Subsequent to the conveyance, any restrictions, exceptions, reservations, reversionary interests, or other terms and conditions contained in the deed may be released by the State or the Department of Veterans Services without the necessity of further legislation.

(4) The deed or deeds may contain restrictions prohibiting the grantee or grantees from occupying, using, or developing, or from selling, the real estate such that the use or alienation will interfere with the quiet enjoyment of neighboring state-owned land.

(5) The real estate described above shall be conveyed only if the Director of Administrative Services and the Director of the Department of Veterans Services first have determined that the real estate is surplus real property no longer needed by the state and that the conveyance is in the best interest of the state.

(C) The Director of Administrative Services shall conduct a sale of the real estate by sealed bid auction or public

auction, and the real estate shall be sold to the highest bidder at a price acceptable to the Director of Administrative Services and the Department of Veterans Services. The Director of Administrative Services shall advertise the sealed bid auction or public auction by publication in a newspaper of general circulation in Erie County, once a week for three consecutive weeks before the date on which the sealed bids are to be opened. The Director of Administrative Services shall notify the successful bidder in writing. The Director of Administrative Services may reject any or all bids.

The purchaser shall pay a deposit of ten per cent of the purchase price to the Department of Administrative Services within five business days after receiving the notice the bid has been accepted. When the deposit has been received by the Department of Administrative Services, the purchaser shall enter into a real estate purchase agreement, in the form prescribed by the Department of Administrative Services. The purchaser shall pay the balance of the purchase price to the Department of Administrative Services within sixty days after receiving notice the bid has been accepted. Payment of the deposit and the balance of the purchase price shall be made by bank draft or certified check made payable to the Treasurer of State. A purchaser who does not complete the conditions of the sale as prescribed in this division shall forfeit the ten per cent of the purchase price paid to the state as liquidated damages. Should a purchaser not complete the conditions of the sale as described in this division, the Director of Administrative Services is authorized to accept the next highest bid, subject to the foregoing conditions. If the Director of Administrative Services rejects all bids from the sealed bid auction, the Director may repeat the sealed bid auction process described in

this section or public auction, or may use an alternative sale process that is acceptable to the Department of Veterans Services.

The Department of Veterans Services shall pay advertising and costs incident to the sale of the real estate.

(D) The real estate described in division (A) of this section may be conveyed as an entire tract or as multiple parcels.

(E) Purchaser shall pay all costs, other than those specified above, associated with the purchase, closing and conveyance, including surveys, title evidence, title insurance, transfer costs and fees, recording costs and fees, taxes, and any other fees, assessments, and costs that may be imposed.

The net proceeds of the sale shall be deposited into the state treasury to the credit of the Department of Veterans Services General Fund.

(F) Upon receiving written request from the Department of Administrative Services, the Auditor of State, with the assistance of the Attorney General, shall prepare a Governor's Deed to the real estate described in division (A) of this section. The Governor's Deed shall state the consideration and shall be executed by the Governor in the name of the State, countersigned by the Secretary of State, sealed with the Great Seal of the State, presented in the Office of the Auditor of State for recording, and delivered to the Grantee. The Grantee shall present the Governor's Deed for recording in the Office of the Erie County Recorder.

(G) This section shall expire three years after its effective date.