

**As Concurred by the House**

**131st General Assembly**

**Regular Session**

**2015-2016**

**Sub. H. B. No. 238**

**Representatives Sears, McColley**

**Cosponsors: Representatives Brown, Blessing, Green, Buchy, Derickson,  
Huffman, Schuring**

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**A BILL**

To amend section 5120.092 and to enact section 1  
5120.80 of the Revised Code to allow the 2  
Director of Budget and Management to transfer 3  
funds from the Adult and Juvenile Correctional 4  
Facilities Bond Retirement Fund to any fund 5  
created in the state treasury administered by 6  
the Department of Rehabilitation and Correction 7  
or the Department of Youth Services, to create 8  
the Community Programs Fund, and to authorize 9  
the conveyance of state-owned real property. 10

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

**Section 1.** That section 5120.092 be amended and section 11  
5120.80 of the Revised Code be enacted to read as follows: 12

**Sec. 5120.092.** There is hereby created in the state 13  
treasury the adult and juvenile correctional facilities bond 14  
retirement fund. The fund shall receive proceeds derived from 15  
the sale of state adult or juvenile correctional facilities. 16  
Investment income with respect to moneys on deposit in the fund 17  
shall be retained by the fund. No investment of moneys in, or 18

transfer of moneys from, the fund shall be made if the effect of 19  
the investment or transfer would be to adversely affect the 20  
exclusion from gross income of the interest payable on 21  
obligations previously issued for state adult or juvenile 22  
correctional facilities. Upon receipt of one or more opinions of 23  
nationally recognized bond counsel that the transfer of such 24  
moneys will not adversely affect the exclusion from gross income 25  
of the interest payable on such obligations, the director of 26  
budget and management may direct that moneys in the fund be 27  
transferred to one or more of the general revenue fund, any fund 28  
created in the state treasury administered by the department of 29  
rehabilitation and correction or the department of youth 30  
services, the adult correctional building fund, or the juvenile 31  
correctional building fund. ~~Upon completion of such transfers,~~ 32  
~~the adult and juvenile correctional facilities bond retirement-~~ 33  
~~fund shall be abolished.~~ 34

Sec. 5120.80. There is hereby created in the state 35  
treasury the community programs fund. The department of 36  
rehabilitation and correction shall use the moneys in the fund 37  
to do the following: 38

(A) Fund the halfway house, reentry center, and community 39  
residential center program under section 2967.14 of the Revised 40  
Code; 41

(B) Fund the transitional control program under section 42  
2967.26 of the Revised Code; 43

(C) Provide assistance to approved community-based 44  
correctional facilities and programs and district community- 45  
based correctional facilities and programs under section 46  
5120.112 of the Revised Code; 47

(D) Support the subsidy program established under section 5149.31 of the Revised Code; and 48  
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(E) Provide probation improvement grants and probation incentive grants under section 5149.311 of the Revised Code. 50  
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**Section 2.** That existing section 5120.092 of the Revised Code is hereby repealed. 52  
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**Section 3.** (A) The Governor may execute a deed in the name of the state conveying to the purchaser, its heirs, successors, and assigns, as determined in the manner provided for in division (C) of this section, all of the state's right, title, and interest in the North Central Correctional Institution and the North Central Correctional Institution Camp, in the City of Marion, County of Marion, State of Ohio, totaling approximately 257 acres ("facility"), and described as follows: 54  
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DESCRIPTION FOR A 104.531 ACRE TRACT 62

Situated in the State of Ohio, County of Marion, City of Marion, being located in the Southwest Quarter and Southeast Quarter of Section 10, Township-5 South, Range-15 East and being a part of those tracts as conveyed to the State of Ohio by deed of record in Deed Book 263, Page 191, Deed Book 370, Page 75, Deed Book 405, Page 537, and Deed Book 74, Page 715, all references being to those of record in the Recorder's Office, Marion County, Ohio, said 104.531 acre tract being more particularly bounded and described as follows: 63  
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Beginning at a railroad spike found in Marion-Williamsport Road (County Road 162B) marking the southwesterly corner of the Southeast Quarter of Section 10; 72  
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Thence along Marion-Williamsport Road and the southerly line of Section 10, North 89°34'26" West, 2626.69 feet to a 75  
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railroad spike set in the centerline of State Route 4 and 423 77  
(North Main Street); 78

Thence along said centerline, North 04°21'16" West, 260.97 79  
feet to a railroad spike set in the easterly right-of-way line 80  
of the Norfolk and Southern Railroad as recorded in Deed Book 81  
404, Page 520; 82

Thence along said railroad right-of-way line the following 83  
three (3) courses and distances; 84

North 34°47'29" East, 31.68 feet to a railroad spike set; 85

South 04°21'16" East, 47.52 feet to an iron pin set; and 86

North 34°46'32" East, 2700.74 feet to an iron pin set; 87

Thence leaving said railroad right-of-way line, South 88  
49°45'25" East, 1311.38 feet to an iron pin set; 89

Thence North 50°28'54" East, 318.27 feet to an iron pin 90  
set; 91

Thence South 00°22'49" West, passing an iron pin set at 92  
1783.12 feet, a total distance of 1833.12 feet to a railroad 93  
spike set in Marion-Williamsport Road and the southerly line of 94  
Section 10; 95

Thence along Marion-Williamsport Road and the southerly 96  
line of Section 10, North 89°37'11" West, 150.00 feet to the 97  
Point of Beginning and containing 104.531 acres, more or less, 98  
according to a survey conducted by Jobes Henderson and 99  
Associates, Inc. in June of 2011. 100

The bearings in the above description are based on the 101  
Ohio State Plane Coordinate System, North Zone. 102

All iron pins set are 5/8" in diameter rebar by 30" in 103

length with red identification caps marked "J&H, PS 8283". 104

Subject to all valid and existing easements, restrictions, 105  
and conditions of record. 106

DESCRIPTION FOR A 152.494 ACRE TRACT 107

Situated in the State of Ohio, County of Marion, City of 108  
Marion, being located in the Southeast Quarter of Section 10, 109  
the Northwest Quarter and Southwest Quarter of Section 11, 110  
Township-5 South, Range-15 East and being a part of those tracts 111  
as conveyed to the State of Ohio by deed of record in Deed Book 112  
263, Page 191, Deed Book 370, Page 75, Deed Book 405, Page 537 113  
and Deed Book 74, Page 715, all references being to those of 114  
record in the Recorder's Office, Marion County, Ohio, said 115  
152.494 acre tract being more particularly bounded and described 116  
as follows: 117

Commencing at a railroad spike found in Marion- 118  
Williamsport Road (County Road 162B) marking the southwesterly 119  
corner of the Southeast Quarter of Section 10; 120

Thence along Marion-Williamsport Road and the southerly 121  
line of Section 10, South 89°37'11" East, 150.00 feet to a 122  
railroad spike set and being the Point of Beginning for the 123  
152.494 acre parcel herein to be described; 124

Thence leaving said line, North 00°22'49" East, passing an 125  
iron pin set at 50.00 feet, a total distance of 1833.12 feet to 126  
an iron pin set; 127

Thence North 50°28'54" East, 623.21 feet to an iron pin 128  
set; 129

Thence North 60°18'45" East, 111.89 feet to an iron pin 130  
set; 131

Thence North 82°19'31" East, 186.53 feet to an iron pin set;	132 133
Thence South 88°57'52" East, 423.50 feet to an iron pin set;	134 135
Thence South 00°45'02" West, 263.97 feet to an iron pin set;	136 137
Thence North 51°16'41" East, 597.66 feet to an iron pin set;	138 139
Thence North 77°48'23" East, passing the line between Section 10 and 11 at 913.76 feet, a total distance of 943.94 feet to an iron pin set;	140 141 142
Thence North 65°46'38" East, 309.12 feet to an iron pin set;	143 144
Thence South 01°33'44" West, 618.99 feet to an iron pin set;	145 146
Thence South 46°33'44" West, 46.66 feet to an iron pin set;	147 148
Thence South 01°33'44" West, passing an iron pin set at 104.43 feet, a total distance of 124.43 feet to a railroad spike set in an existing drive;	149 150 151
Thence along said drive, South 89°50'54" West, 80.00 feet to a railroad spike set;	152 153
Thence leaving said drive, South 01°13'18" West, passing an iron pin set at 20.00 feet, a total distance of 930.94 feet to an iron pin set;	154 155 156
Thence South 18°51'25" West, 58.38 feet to an iron pin set;	157 158

Thence South 00°12'15" West, 236.27 feet to an iron pin set; 159  
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Thence North 89°52'04" East, 316.85 feet to an iron pin set; 161  
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Thence South 00°13'44" West, passing an iron pin set at 163  
687.25 feet, a total distance of 737.31 feet to a railroad spike 164  
set in Marion-Williamsport Road in the southerly line of Section 11; 165  
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Thence along Marion-Williamsport Road and the southerly 167  
line of Section 11, South 87°26'49" West, 471.56 feet to an iron 168  
pin found marking the southeasterly of Section 10; 169

Thence along Marion-Williamsport Road and the southerly 170  
line of Section 10, North 89°37'11" West, 2534.94 feet to the 171  
Point of Beginning and containing 152.494 acres, (134.877 acres 172  
within Section 10 and 17.617 acres within Section 11), more or 173  
less, according to a survey conducted by Jobes Henderson and 174  
Associates, Inc. in June of 2011. 175

The bearings in the above description are based on the 176  
Ohio State Plane Coordinate System, North Zone. 177

All iron pins set are 5/8" in diameter rebar by 30" in 178  
length with red identification caps marked "J&H, PS 8283". 179

Subject to all valid and existing easements, restrictions, 180  
and conditions of record. 181

The foregoing description may be adjusted by the 182  
Department of Administrative Services to accommodate any 183  
corrections necessary to facilitate recordation of the deed. 184

(B) (1) The conveyance of the facility includes any 185  
improvements and chattels situated thereon. The conveyance is 186

subject to all easements, covenants, conditions, and 187  
restrictions of record; all legal highways and public rights-of- 188  
way; zoning, building, and other laws, ordinances, restrictions, 189  
and regulations; and real estate taxes and assessments not yet 190  
due and payable. As used in this section, "facility" has the 191  
meaning defined in section 9.06 of the Revised Code. 192

(2) The deed may contain restrictions, exceptions, 193  
reservations, reversionary interests, and other terms and 194  
conditions the Director of Administrative Services determines to 195  
be in the best interest of the state, including restrictions 196  
prohibiting the purchaser from occupying, using, or developing, 197  
or from selling, the real estate, or the facility thereon, 198  
except in conformance with the restrictions, or if the use, 199  
development, or sale will interfere with the quiet enjoyment of 200  
the neighboring state-owned land. The deed shall contain a 201  
restriction that the use of the facility is limited to a 202  
correctional institution for the housing of inmates under the 203  
Department of Rehabilitation and Correction. 204

(3) Subsequent to the conveyance, any restriction, 205  
exception, reservation, reversionary interest, or other term and 206  
condition contained in the deed may be released by the state 207  
without the necessity of further legislation. 208

(C) (1) The Director of Administrative Services shall 209  
conduct a sale of the real estate by sealed proposal, sealed bid 210  
auction, or public auction. If the sale is conducted by sealed 211  
proposal, discussions may be conducted with responsible offerors 212  
who submit proposals determined to be reasonably susceptible of 213  
being selected for award for the purpose of ensuring full 214  
understanding of, and responsiveness to, solicitation 215  
requirements, and to negotiate terms of the contract including 216



reimbursement of the reasonable costs associated with ownership 217  
of the facility. Offerors shall be accorded fair and equal 218  
treatment with respect to any opportunity for discussion 219  
regarding any clarification, correction, or revision of 220  
proposals. No disclosure of any information derived from 221  
proposals submitted by competing offerors shall occur when 222  
discussions are conducted. Award may be made to the offeror 223  
whose proposal is determined to be the most advantageous to the 224  
state, taking into consideration factors such as price and the 225  
evaluation criteria set forth in the request for proposals. If 226  
sold by sealed bid auction or public auction, the real estate 227  
shall be sold to the highest responsive and responsible bidder 228  
at a price acceptable to the Directors of Administrative 229  
Services and Rehabilitation and Correction. The Director of 230  
Administrative Services shall advertise the sealed proposal, 231  
sealed bid auction, or public auction by publication in a 232  
newspaper of general circulation in Marion County, once a week 233  
for three consecutive weeks before the date on which the sealed 234  
proposals or bids are to be opened or the auction takes place. 235  
The Director of Administrative Services shall notify the 236  
successful offeror or bidder in writing. The Director of 237  
Administrative Services may reject any or all bids. 238

(2) The purchaser shall pay a deposit of ten per cent of 239  
the purchase price to the Director of Administrative Services 240  
not later than five business days after receiving a notice that 241  
the purchaser's proposal or bid has been accepted, and shall 242  
enter into a real estate purchase agreement in the form 243  
prescribed by the Department of Administrative Services. The 244  
purchaser shall pay the balance of the purchase price at 245  
closing, which shall occur not later than sixty days after 246  
execution of the purchase agreement. Payment shall be made by 247

certified check made payable to the Treasurer of State. A 248  
purchaser who does not satisfy the conditions of the sale as 249  
prescribed in this section shall forfeit as liquidated damages 250  
the ten per cent deposit paid to the state. If a purchaser fails 251  
to complete the purchase, the Director may accept the next 252  
highest bid, subject to the foregoing conditions. If the 253  
Director rejects all proposals or bids, the Director may repeat 254  
the sealed proposal, sealed bid auction, or public auction. 255

(3) The sale of the facility, real estate, its 256  
improvements and chattels, shall be "as-is, where-is, with all 257  
faults" in its present condition. The state reserves the right 258  
to house inmates, and operate and manage the facility as a 259  
correctional institution, either with its own employees or 260  
through an operations and management contract. If the facility 261  
is operated and managed through an operations and management 262  
contract, the contract shall not be awarded to the purchaser of 263  
the property without the state having rebid the operating and 264  
management contract for a term commencing after any then-current 265  
term expires. Any bid that seeks to combine the purchase of the 266  
facility with the right to operate and manage the facility 267  
through an operations and management contract shall stipulate 268  
and be conditioned upon the operations and management contract 269  
not becoming effective until the expiration of the current 270  
operations and management contract. In exchange for the right to 271  
house, operate, and manage the facility, the state shall 272  
negotiate and execute a contract with a successful purchaser for 273  
reimbursement of the reasonable costs associated with ownership 274  
of the facility. The contract and conveyance of the real estate 275  
shall be subject to an existing operation and management 276  
contract for the facility, dated August 31, 2011, with the 277  
Management and Training Corporation and the Department of 278

Administrative Services, on behalf of the Department of 279  
Rehabilitation and Correction, or any successor operation and 280  
management contract for the facility, pursuant to section 9.06 281  
of the Revised Code. 282

(4) If the Directors of Administrative Services and 283  
Rehabilitation and Correction convey the real estate to a 284  
grantee, the real estate purchase agreement shall include at 285  
least the following terms and conditions: 286

(a) An agreement for the sale to the purchaser of the 287  
state's right, title, and interest in the facility; 288

(b) Notwithstanding any provision of the Revised Code, 289  
authorization for the transfer to the purchaser of any supplies, 290  
equipment, furnishings, fixtures, or other assets of the state 291  
located at the facility considered necessary by the Directors of 292  
Rehabilitation and Correction and Administrative Services for 293  
the continued operation and management of the facility. Any such 294  
supplies, equipment, furnishings, fixtures, or other assets 295  
shall not be considered supplies, excess supplies, or surplus 296  
supplies as defined in section 125.12 of the Revised Code; 297

(c) A binding commitment that irrevocably grants to the 298  
state a right, upon the occurrence of any triggering event 299  
described in division (C) (4) (c) (i) or (ii) of this section, and 300  
in accordance with division (C) of this section, to repurchase 301  
the facility. The triggering events and the procedures for a 302  
repurchase under the irrevocable grant described in this 303  
division are as follows: 304

(i) Before the purchaser, or the purchaser's successor in 305  
title, may resell or otherwise transfer the facility that is to 306  
be transferred under the purchase agreement, the purchaser or 307

its successor or assign first must offer to the state the 308  
opportunity to repurchase the facility for a price not greater 309  
than the purchase price paid by the purchaser to the state for 310  
the facility, less depreciation from the time of the conveyance 311  
of the facility, to the purchaser or its successor or assign, 312  
plus the depreciated value of any capital improvements to the 313  
facility, that were made to it and funded by anyone other than 314  
the state subsequent to the conveyance to the purchaser. The 315  
repurchase opportunity described in this division shall be 316  
offered to the State of Ohio not less than one hundred twenty 317  
days before the purchaser or its successor or assign intends to 318  
resell or otherwise transfer the facility. After being offered 319  
the repurchase opportunity, the state has the right to 320  
repurchase the facility that is to be resold or otherwise 321  
transferred for the price described in this subdivision. 322

(ii) Upon the purchaser's, or the purchaser's successor's 323  
or assign's, default of any financial agreement for the purchase 324  
of the facility, or upon the purchaser's, or the purchaser's 325  
successor's or assign's, financial insolvency or inability to 326  
meet its contractual obligations, the state shall have the right 327  
to repurchase the facility for a price not greater than the 328  
purchase price paid by the purchaser to the state for the 329  
facility, less depreciation from the time of the conveyance of 330  
the facility to the purchaser or its successor, plus the 331  
depreciated value of any capital improvements to the facility 332  
that were made to it and funded by anyone other than the state 333  
subsequent to the conveyance to the contractor. 334

(d) A requirement that the purchase agreement is subject 335  
to the existing operation and management contract, under section 336  
9.06 of the Revised Code, between the Management and Training 337  
Corporation and the Department of Administrative Services. If 338

that contract is terminated, then the operation and management 339  
responsibilities shall be transferred to the Department of 340  
Rehabilitation and Correction unless it decides to competitively 341  
solicit such responsibilities to another contractor under 342  
similar terms and conditions that applied to that contract. The 343  
purchase agreement shall be subject to the right of the 344  
Department of Rehabilitation and Correction to operate and 345  
manage the facility or competitively solicit that right with a 346  
contractor unless the department decides it no longer needs to 347  
so use the facility. The Department of Rehabilitation and 348  
Correction or new contractor, whichever is applicable, is 349  
authorized to enter into an agreement with the Management and 350  
Training Corporation to purchase their equipment, supplies, 351  
furnishings, and consumables. 352

(5) The Department of Rehabilitation and Correction shall 353  
pay advertising costs incident to the sale of the real estate. 354

(D) The real estate shall be sold as an entire tract and 355  
not in parcels. 356

(E) The purchaser shall pay all costs associated with the 357  
closing and the facility conveyance, including at least title 358  
evidence, title insurance, transfer costs and fees, recording 359  
costs and fees, taxes, and any other fees, assessments, and 360  
costs that may be imposed. 361

(F) The proceeds of the conveyance of the facility and 362  
real estate shall be deposited into the state treasury to the 363  
credit of the Adult and Juvenile Correctional Facilities Bond 364  
Retirement Fund, and shall be used in accordance with section 365  
5120.092 of the Revised Code. 366

(G) Upon payment of the purchase price, the Auditor of 367

State, with the assistance of the Attorney General, shall 368  
prepare a deed to the real estate. The deed shall state the 369  
consideration and the terms and conditions. The deed shall be 370  
executed by the Governor in the name of the state, countersigned 371  
by the Secretary of State, sealed with the Great Seal of the 372  
State, presented in the Office of the Auditor of State for 373  
recording, and delivered to the grantee. The grantee shall 374  
present the deed for recording in the office of the Marion 375  
County Recorder. 376

(H) This section expires three years after its effective 377  
date. 378

**Section 4.** (A) The Governor may execute a deed in the name 379  
of the state conveying to the purchaser, its heirs, successors, 380  
and assigns, as determined in the manner provided for in 381  
division (C) of this section, all of the state's right, title, 382  
and interest in real property referred to as the halfway house 383  
facility and also known as the Turtle Creek Center, located at 384  
5332 State Route 63, City of Lebanon, County of Warren, State of 385  
Ohio, ("facility") and described as follows: 386

An approximate 5+ acre portion out of Warren County Parcel 387  
No. 12291000020, Lebanon, Ohio, Warren County. A legal 388  
description and survey to be prepared prior to closing. 389

The foregoing description may be adjusted by the Director 390  
of Administrative Services to accommodate any corrections 391  
necessary to facilitate recordation of the deed. 392

(B) (1) The conveyance of the facility shall include any 393  
improvements and chattels situated thereon. The conveyance is 394  
subject to all easements, covenants, conditions, and 395  
restrictions of record; all legal highways and public rights-of- 396

way; zoning, building, and other laws, ordinances, restrictions, 397  
and regulations; and real estate taxes and assessments not yet 398  
due and payable. As used in this section, "halfway house 399  
facility" has the meaning defined in section 5120.102 of the 400  
Revised Code. 401

(2) The deed may contain restrictions, exceptions, 402  
reservations, reversionary interests, and other terms and 403  
conditions the Director of Administrative Services determines to 404  
be in the best interest of the state, including restrictions 405  
prohibiting the purchaser from occupying, using, or developing, 406  
or from selling, the real estate, or the facility thereon, 407  
except in conformance with the restrictions, or if the use, 408  
development, or sale will interfere with the quiet enjoyment of 409  
the neighboring state-owned land. 410

(3) Subsequent to the conveyance, any restriction, 411  
exception, reservation, reversionary interest, or other term and 412  
condition contained in the deed may be released by the state 413  
without the necessity of further legislation. 414

(4) Pursuant to division (C) of section 5120.104 of the 415  
Revised Code, the Director of Rehabilitation and Correction may 416  
sell the facility that is owned by the state for the use and 417  
benefit of the Department, if the Department does not need the 418  
property for its purposes. The Department shall convey the real 419  
estate upon terms that it determines, subject to approval by the 420  
Governor. 421

(C)(1) The Director of Administrative Services shall 422  
conduct a sale of the real estate by sealed bid auction or 423  
public auction, and the real estate shall be sold to the highest 424  
bidder at a price acceptable to the Directors of Administrative 425  
Services and Rehabilitation and Correction. The Director of 426

Administrative Services shall advertise the sealed bid auction 427  
or public auction by publication in a newspaper of general 428  
circulation in Warren County, once a week for three consecutive 429  
weeks before the date on which the sealed bids are to be opened 430  
or the auction takes place. The Director of Administrative 431  
Services shall notify the successful bidder in writing. The 432  
Director of Administrative Services may reject any or all bids. 433

(2) The purchaser shall pay a deposit of ten per cent of 434  
the purchase price to the Director of Administrative Services 435  
not later than five business days after receiving notice that 436  
the purchaser's bid has been accepted, and shall enter into a 437  
real estate purchase agreement in the form prescribed by the 438  
Department of Administrative Services. The purchaser shall pay 439  
the balance of the purchase price at closing, which shall occur 440  
not later than sixty days after execution of the purchase 441  
agreement. Payment shall be made by certified check made payable 442  
to the Treasurer of State. A purchaser who does not complete the 443  
conditions of the sale as prescribed in this division shall 444  
forfeit as liquidated damages the ten per cent deposit paid to 445  
the state. If a purchaser fails to complete the purchase, the 446  
Director may accept the next highest bid, subject to the 447  
foregoing conditions. If the Director rejects all bids, the 448  
Director may repeat the sealed bid auction or public auction. 449

(3) The conveyance of the facility, real estate, its 450  
improvements and chattels shall be "as-is, where-is, with all 451  
faults" in its present condition. 452

(4) If the Directors of Administrative Services and 453  
Rehabilitation and Correction convey the real estate to a 454  
purchaser, the real estate purchase agreement shall include at 455  
least the following terms and conditions: 456



(a) An agreement for the sale to the purchaser of the state's right, title, and interest in the halfway house facility;

(b) A provision, notwithstanding the Revised Code, authorizing the transfer to the purchaser of any supplies, equipment, furnishings, fixtures, or other assets of the state located at the halfway house facility, considered necessary by the Directors of Rehabilitation and Correction and Administrative Services for the continued operation and management of the halfway house facility. Any such supplies, equipment, furnishings, fixtures, or other assets shall not be considered supplies, excess supplies, or surplus supplies as defined in section 125.12 of the Revised Code.

(c) A requirement that if the current operation and management contract between the Department of Rehabilitation and Correction and Talbert House, Inc., entered pursuant to section 2967.14 of the Revised Code, is terminated, then the purchaser of the halfway house facility may enter into an agreement with the Talbert House, Inc., to purchase their equipment, supplies, furnishings, and consumables.

(5) The Department of Rehabilitation and Correction shall pay advertising costs incident to the sale of the real estate.

(D) The real estate shall be sold as an entire tract and not in parcels.

(E) The purchaser shall pay all costs associated with the closing and the facility conveyance, including at least 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) The proceeds of the conveyance of the real estate 486  
shall be deposited into the state treasury to the credit of the 487  
Adult and Juvenile Correctional Facilities Bond Retirement Fund 488  
and shall be used in accordance with section 5120.092 of the 489  
Revised Code. 490

(G) Upon payment of the purchase price, the Auditor of 491  
State, with the assistance of the Attorney General, shall 492  
prepare a deed to the real estate. The deed shall state the 493  
consideration and the terms and conditions. The deed shall be 494  
executed by the Governor in the name of the state, countersigned 495  
by the Secretary of State, sealed with the Great Seal of the 496  
State, presented in the Office of the Auditor of State for 497  
recording, and delivered to the grantee. The grantee shall 498  
present the deed for recording in the office of the Warren 499  
County Recorder. 500

(H) This section expires three years after its effective 501  
date. 502

**Section 5.** (A) The Governor may execute a deed in the name 503  
of the state conveying to a grantee, and to the grantee's heirs 504  
and assigns or successors and assigns, all of the state's right, 505  
title, and interest in the following described parcels of real 506  
estate: 507

TRACT ONE 508

Situate in the State of Ohio, Section 9, Town 9, Range 14, 509  
Athens Township, Athens County, Ohio and being more particularly 510  
described as follows: 511

Beginning at an iron pin found on the southwest corner of 512  
Farm Lot 42 in said Section; 513

thence along the west line of said Farm Lot North 2 514

degrees 02 minutes 38 seconds East 230.96 feet to an iron pin 515  
found; 516

thence leaving the Farm Lot line South 86 degrees 30 517  
minutes 20 seconds East 341.90 feet to an iron pin set; 518

thence North 03 degrees 38 minutes 03 seconds East 217.40 519  
feet to an iron pin found; 520

thence North 74 degrees 08 minutes 46 seconds West 349.70 521  
feet to an iron pin found; 522

thence North 03 degrees 45 minutes 02 seconds East 151.45 523  
feet to an iron pin set on the Limited Access Right of Way of 524  
State Route 682, 250 feet right of 682 Station 7 + 34.82; 525

thence along the Limited Access Right of Way South 57 526  
degrees 19 minutes 42 seconds East 715.05 feet to an iron pin 527  
set, said iron pin being 320 feet right of 682 Station 14 + 528  
31.14; 529

thence continuing along the Limited Access Right of Way 530  
South 66 degrees 34 minutes 15 seconds East 529.43 feet to an 531  
iron pin set, said iron pin being 186.77 feet of the State Route 532  
682 tangent station 21+00; 533

thence continuing along said right of way South 43 degrees 534  
41 minutes 40 seconds East 212.54 feet to an iron pin set, said 535  
iron pin being 120 feet right of 682 tangent Station 23+01.78; 536

thence continuing along said right of way South 15 degrees 537  
08 minutes 08 seconds West 147.80 feet to an iron pin set which 538  
is 492.73 feet left of U.S. Route 50 Station 667+13.54; 539

thence continuing along said right of way South 63 degrees 540  
17 minutes 45 seconds West 465.92 feet to an iron pin set; 541

thence South 36 degrees 51 minutes 49 seconds West 250.59 feet to an iron pin set; 542  
543

thence South 42 degrees 31 minutes 42 seconds West 113.84 feet to an iron pin found on the southeast corner of Lot No. 91 in G. W. Hooper Addition in Mechanicsville; 544  
545  
546

thence along the east line of said Lot North 47 degrees 03 minutes 50 seconds West 119.70 feet to an iron pin found on the northeast corner of said lot; 547  
548  
549

thence along the North line of Hooper Addition, South 42 degrees 31 minutes 42 seconds West 187.90 feet to an iron pin found on the northwest corner of Lot 88 in said addition; 550  
551  
552

thence North 11 degrees 43 minutes 11 seconds West 101.15 feet to an iron pin set; 553  
554

thence north 20 degrees 25 minutes 52 seconds West 161.79 feet to an iron pin set on the east line of an alley, 555  
556

thence South 80 degrees 41 minutes 16 seconds West 146.16 feet to an iron pin set on the southeast corner of Lot 19 in Mary Rice Addition in City of Athens, 557  
558  
559

thence North 20 degrees 25 minutes 51 seconds West 55.15 feet to an iron pin; 560  
561

thence North 24 degrees 09 minutes 00 seconds West 65.93 to an iron pin set; 562  
563

thence North 44 degrees 11 minutes 33 seconds West 172.46 feet to an iron pin found on the west line of Farm Lot 40; 564  
565

thence along the west line of Farm Lot 40 North 02 degrees 26 minutes 29 seconds East 307.73 feet to the point of beginning, also being the northwest corner of Farm Lot 40 and 566  
567  
568

containing 12.872 Acres in Farm Lot 40 and 8.11 Acres in Farm Lot 42. 569  
570

PARCEL NOS. A029060008600 (12.872 ± AC) and A029030001001 (8.11 ± AC) 571  
572

This description was prepared from a survey by Gregory K. Wright, Registered Surveyor No. 6538. 573  
574

EXCEPTING and RESERVING unto the State of Ohio (Ohio University), a permanent easement for ingress and egress off Hooper Street in the City of Athens, Ohio, to the real estate described in Section 2 of said Act. This permanent easement shall be at least fifty feet in width (50 feet) and shall be more accurately described by mutual agreement of the parties, pending future development of the land described in Section 1 of this Act by the Ohio University Fund, Inc., an Ohio non-profit corporation. 575  
576  
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PRIOR REFERENCE: Volume 369, Page 33, Athens County Deed Records 584  
585

TRACT TWO 586

Situated in the City of Athens, County of Athens, State of Ohio, and bounded and described as follows: 587  
588

Being Lots #72, #73, and #74 in the G. W. Hooper addition to Mechanicsburg, recorded in Plat Book 5, Page 58, in the Office of the Recorder of Athens County, Ohio. 589  
590  
591

PARCEL NOS. A029060008000, A029060008100, A029060008200 592

EXCEPTING the following described premises: 593

Situated in the City of Athens, County of Athens, State of Ohio, and Lease Lot 40, Town 9N, Range 14W, and bounded and 594  
595

described as follows: 596

PARCEL NO. 414WD 597

Being a parcel of land lying on the left side of the 598  
centerline of a survey made by the Department of Highways and 599  
being located within the following described points in the 600  
boundary thereof: 601

Beginning at a point in the existing northerly right-of- 602  
way line of Hooper Street in the northeast corner of the 603  
grantor's property and in the northeast corner of Lot No. 74 in 604  
G. W. Hooper's addition to the City of Athens, as the same is 605  
numbered and delineated upon the plat thereof, recorded in Plat 606  
Book 5, Page 58, of the records of Athens County, Ohio, said 607  
point also being 363.80 feet left of Station 661+80.70 in the 608  
centerline of a survey made in the 1969 for U.S.R. 33, Section 609  
16.30 in the City of Athens, and in the Township of Athens, 610  
Athens County, Ohio; 611

Thence along the grantor's northeasterly property line, 612  
the northerly right-of-way line of Hooper Street, the 613  
northeasterly line of said Lots No. 74, 73, and 72, South 38 614  
degrees 26 minutes 05 seconds West a distance of 149.72 feet to 615  
a point in the grantor's southwest property corner, the 616  
southwest corner of Lot 72 and the northeasterly line of a 617  
dedicated alley, said point being 312.04 feet left of U.S.R. 33 618  
and U.S.R. 50 Station 660+40.21; 619

Thence along the southwesterly lines of the grantor's 620  
property and Lot 72 and the northeasterly line of a dedicated 621  
alley, North 48 degrees 10 minutes 04 seconds West a distance of 622  
39.66 feet to a point in the proposed westerly right-of-way line 623  
of relocated Hooper Street, said point being 350.00 feet left of 624

U.S.R. 33 and U.S.R. 50 Station 660+28.73; 625

Thence along said proposed northerly right-of-way line 626  
North 35 degrees 14 minutes 33 seconds East a distance of 146.02 627  
feet to a point in the grantor's northerly property line and in 628  
the northerly line of Lot 74, being 408.03 feet left of U.S.R. 629  
33 and U.S.R 50 Station 661+62.73; 630

Thence along the northerly line of the grantor's property 631  
and the northerly line of Lot 74, South 53 degrees 27 minutes 23 632  
seconds East a distance of 47.75 feet to the place of beginning, 633  
containing 6,449 square feet, more or less. 634

Description for this parcel is based on a survey made 635  
under the direction and supervision of Harold E. Miles, 636  
Registered Surveyor No. 5392. 637

PRIOR REFERENCE: Volume 90, Page 137, Official Records of 638  
Athens County, Ohio. 639

LAST REF. FOR TRACTS ONE AND TWO ABOVE: Vol. 238, Page 399 640  
Athens County Official Records (Tracts 2 and 3 therein) 641

TRACT THREE 642

Situated in Lots 1 through 4, inclusive of Coates 643  
Subdivision, Lease Lot 59, Section 9, Athens Township, Athens 644  
City, Town 9, Range 14, Athens County, Ohio and described as 645  
follows: 646

Commencing at a found pin at the northeast corner of Lot 647  
91 of G. W. Hooper's Addition to the City of Athens; 648

thence on an assumed bearing North 34 Degrees 15 Minutes 649  
56 Seconds West a distance of 884.71 feet to a set iron pin at 650  
the grantor's southeast corner, said set iron pin is witnessed 651  
by a found pin which bears South 5 Degrees 47 Minutes 09 Seconds 652

West a distance of 4.20 feet and a found pin which bears North 67 Degrees 01 Minutes 49 Seconds East a distance of 3.18 feet, and said set iron pin is THE TRUE POINT OF BEGINNING;

thence along the grantor's south line and along the north line of aforesaid tract described in Volume 373 Page 75 of the Athens County Deed Records South 67 Degrees 01 Minutes 49 Seconds West, passing set iron pins at 67.31 feet, and 202.66 feet, and the right of way of Richland Avenue 322.31 feet, and a found iron pin at 323.50 feet for a total distance of 340.11 feet to a point, the grantor's southwest property corner and the northwest property corner of said tract described in Volume 373 Page 75 of the Athens County Deed Records;

thence along the grantor's west line North 25 Degrees 59 Minutes 06 Seconds West a distance of 60.08 feet to a point;

thence along a new line the following three bearings and distances;

1) North 67 Degrees 01 Minutes 49 Seconds East, passing a set iron pin at 19.77 feet, and the right-of-way of Richland Avenue at 21.55 feet, for a total distance of 144.02 feet to a set iron pin;

thence 2) North 11 Degrees 34 Minutes 52 Seconds West a distance of 57.64 feet to a set iron pin;

thence 3) North 26 Degrees 39 Minutes 16 Seconds West a distance of 24.83 feet to a set iron pin on the grantor's north line, the south line of an 11.3757 acre tract described in Volume 369 Page 33 of the Athens County Deed Records;

thence along the grantor's north line and the south line of said 11.3757 acre tract North 66 Degrees 58 Minutes 22 Seconds East a distance of 256.29 feet a found iron pin at the



grantor's northeast property corner, said found iron pin is 682  
witnesses by a found iron pin which bears 66 Degrees 18 Minutes 683  
56 Seconds East a distance of 4.51 feet; 684

thence along the grantor's east line and along the south 685  
line of said 11.3757 acre tract South 03 Degrees 33 Minutes 38 686  
Seconds West a distance of 25.87 feet a found iron pin at the 687  
northwest corner of aforesaid 20.982 acre tract; 688

thence along the grantor's east line and the west line of 689  
said 20.982 acre tract South 02 Degrees 03 Minutes 11 Seconds 690  
West a distance of 130.66 feet to THE POINT OF BEGINNING and 691  
containing 0.937 acres and being part of Tracts Two and Three of 692  
the tracts of land described in Volume 252 Page 217 of the 693  
Athens County Official Deed Records. Said 0.937 acre tract 694  
consists of all 0.26 acre in Tract Three and 0.677 acre in Tract 695  
Two. The above described 0.937 acre tract may further be 696  
described as 0.28 acre of Lot 1 0.17 acre of Lot 2, 0.227 acre 697  
of Lot 3 and all 0.26 acre of Lot 4 of Coates Subdivision. The 698  
above described 0.937 acre tract is to be continuous and 699  
contiguous with the adjoining 20.982 acre tract described in 700  
Volume 238 Page 399 of the Athens County Official Deed Records 701  
and 11.3757 acre tract described in Volume 369 Page 33 of the 702  
Athens County Deed Records. 703

Note: Unless otherwise noted, all set iron pins are 5/8 704  
inch diameter rebar and 30 inches in length and capped with a 705  
plastic identification marker inscribed "L.F. Swoyer PS 6765." 706

The above description was prepared under the supervision 707  
of Leonard F. Swoyer Registered Professional Land Surveyor No. 708  
6765 and based on a survey performed by Southeastern Land 709  
Surveys dated June 22, 2000, and revised on August 9, 2000. 710

Subject to all easements and right of ways of record. 711

PRIOR REFERENCE: Volume 302, Page 826 Official Deed 712  
Records of Athens County, OH. 713

PARCEL NOS. A029060001603 and A029060001700 714

TRACT FOUR 715

Situated in Lots 5, 6, and 7 of Coates Subdivision, 716  
Section 9, Athens Township, Athens City, Town 9, Range 14, 717  
Athens County, Ohio and described as follows: 718

Commencing at a found iron pin at the northeast corner of 719  
Lot 91 of G. W. Hooper's Addition to the City of Athens; 720

thence on an assumed bearing North 38 Degrees 26 Minutes 721  
37 Seconds West a distance of 806.88 feet to a set iron pin on 722  
the grantor's east line, the west line of 20.982 acre tract 723  
described in Volume 238, Page 399 of the Athens County Official 724  
Records, said set iron pin is witnessed by a found ½ inch rebar 725  
which bears South 02 Degrees 03 Minutes 11 Seconds West a 726  
distance of 1.00 foot, and said set iron pin is THE TRUE POINT 727  
OF BEGINNING; 728

thence along a new line the following two bearings and 729  
distances: 730

1) North 86 Degrees 34 Minutes 00 Seconds West a distance 731  
of 28.67 feet to a set iron pin; 732

thence 2) North 22 Degrees 42 Minutes 42 Seconds West a 733  
distance of 77.19 feet to a set iron pin on the grantor's north 734  
line and the south line of Tract Three of the tracts described 735  
in Volume 252, Page 217 of the Athens County Official Records; 736

thence along the grantor's north line and along the south 737

line of said Tract Three, North 67 Degrees 01 Minutes 49 Seconds 738  
East a distance of 67.31 feet to a set iron pin at the grantor's 739  
northeast corner, the southeast corner of said Tract Three on 740  
the west line of aforesaid 20.982 acre tract, said set iron pin 741  
being witnessed by a found iron pin (1" pipe) which bears South 742  
05 Degrees 47 Minutes 09 Seconds West a distance of 4.20 feet a 743  
found iron pin (capped 5/8" rebar with identification number 744  
6916 inscription) which bears North 67 Degrees 01 Minutes 49 745  
Seconds East a distance of 3.18 feet; 746

thence along the grantor's east line and the west line of 747  
said 20.982 acre tract South 02 Degrees 03 Minutes 11 Seconds 748  
West a distance of 99.25 feet to the POINT OF BEGINNING and 749  
containing 0.092 acre and being a part of tract described in 750  
Volume 373, Page 75 of the Athens County Deed Records. Said 751  
0.092 acre tract consists of 0.050 acre in Lot 5, 0.034 acre in 752  
Lot 6, and 0.008 in Lot 7 of the Coates Subdivision. 753

NOTE: THE ABOVE DESCRIBED 0.092 ACRE TRACT IS TO BE 754  
CONTINUOUS AND CONTIGUOUS WITH AN ADJOINING 20.982 ACRE TRACT 755  
DESCRIBED IN VOLUME 238, PAGE 399 OF THE ATHENS COUNTY OFFICIAL 756  
RECORDS. 757

Note: Unless otherwise noted, all set iron pins are 5/8 758  
inch diameter rebar and 30 inches in length and capped with a 759  
plastic identification marker inscribed "L.F.SWOYER PS 6765." 760

The above description was prepared under the supervision 761  
of Leonard F. Swoyer Registered Professional Land Surveyor No. 762  
6765 and based on a survey performed by Southeastern Land 763  
Surveys dated August 9, 2000. 764

Subject to all easements and rights of way of record. 765

PRIOR REFERENCE: Official Volume 302, Page 831, Athens 766

County Deed Records. 767

PARCEL NOS.: A029060001801, A029060001901 and 768  
A029060002001. 769

TRACT FIVE 770

Situated in Lot 71 of G. W. Hooper's Addition, Lease Lot 771  
40, Section 8, Athens Township, Town 9, Range 14, Athens City, 772  
Athens County, Ohio and described as follows: 773

Commencing at a found 1 inch pipe at the northwest corner 774  
of Lot 71 of G. W. Hooper's Addition, the northwest corner of a 775  
tract described in Volume 298 Page 1553 of the Athens County 776  
Official Deed Records at the northeast corner of Lot 70 of said 777  
Hooper's Addition, the northeast corner of a tract described in 778  
Volume 330 Page 257 of the Athens County Deed Records on the 779  
south line of a 12 foot wide alley, THE TRUE POINT OF BEGINNING; 780

thence along the north line of said Lot 71 and said tract 781  
described in Volume 298 Page 1553 of the Athens County Official 782  
Deed Records and the south line of said alley North 42 Degrees 783  
41 Minutes 52 Seconds East a distance of 49.93 feet to a found 1 784  
inch pipe at the northeast corner of said Lot 71, the northeast 785  
corner of another 12 foot wide alley; 786

thence along the east line of said Lot 71 and said tract 787  
described in Volume 298 Page 1553 of the Athens County Official 788  
Deed Records and the west line of said second alley South 49 789  
Degrees 23 Minutes 10 Seconds East a distance of 78.53 feet to a 790  
point, the southeast corner of said tract described in Volume 791  
298 Page 1553 of the Athens County Official Deed Records on the 792  
north right of way line of Hooper Street (Relocated) and 793  
witnessed by a found one-half inch rebar which bears South 49 794  
Degrees 23 Minutes 10 Seconds East a distance of 0.05 feet; 795

thence along the south line of said tract described in 796  
Volume 298 page 1553 of the Athens County Official Deed Records 797  
and the north right of way line of Hooper Street South 19 798  
Degrees 20 Minutes 13 Seconds West a distance of 53.49 feet to a 799  
found one-half inch rebar at the southwest corner of said tract 800  
described in Volume 298 Page 1553 of the Athens County Official 801  
Deed Records, and the southeast corner of a tract described in 802  
Volume 330 Page 257 of the Athens County Deed Records, 803

thence leaving said north right of way line and along the 804  
west line of said tract described in Volume 298 Page 1553 of the 805  
Athens County Official Deed Records; and the east line of said 806  
tract described in Volume 330 Page 257 of the Athens County Deed 807  
Records North 49 Degrees 24 Minutes 54 Seconds West a distance 808  
of 99.75 feet to the POINT OF BEGINNING and containing 0.102 809  
acres (4,443 square feet), and being a more accurate description 810  
of a tract described in Volume 298 Page 1553 of the Athens 811  
County Official Deed Records. 812

Note: Unless otherwise noted, all set iron pins are 5/8 813  
inch diameter rebar and 30 inches in length and capped with a 814  
plastic identification marker inscribed "L.F. SWOYER PS 6765." 815  
(All corners of subject tract were found or witnessed by a 816  
monument and no monuments were set in this survey). 817

The above description was prepared under the supervision 818  
of Leonard F. Swoyer Registered Professional Land Surveyor No. 819  
6765 and based on a survey performed by Southeastern Land 820  
Surveys dated August 12, 2000. 821

Subject to all easements and right of ways of record. 822

PRIOR REFERENCE: Official Volume 302, Page 825, Athens 823  
County Deed Records. 824

PARCEL NO: A029060007900 825

LAST REF. FOR TRACTS THREE, FOUR AND FIVE ABOVE: Vol. 336, 826  
Page 470 Athens County Official Records 827

The foregoing descriptions may be adjusted by the Director 828  
of Administrative Services to accommodate any corrections 829  
necessary to facilitate recordation of the deed. 830

The real estate shall be sold as an entire tract and not 831  
in parcels. 832

(B) (1) The conveyance includes improvements and chattels 833  
situated on the real estate, and is subject to all leases, 834  
easements, covenants, conditions, encumbrances, and restrictions 835  
of record; all legal highways and public rights-of-way; zoning, 836  
building, and other laws, ordinances, restrictions, and 837  
regulations; and real estate taxes and assessments not yet due 838  
and payable. The real estate shall be conveyed in an "as-is, 839  
where-is, with all faults" condition. 840

(2) The deed may contain restrictions, exceptions, 841  
reservations, reversionary interests, and other terms and 842  
conditions the Director of Administrative Services determines to 843  
be in the best interest of the state. 844

(3) Subsequent to the conveyance, any restrictions, 845  
exceptions, reservations, reversionary interests, or other terms 846  
and conditions contained in the deed may be released by the 847  
state or Ohio University without the necessity of further 848  
legislation. 849

(C) The Director of Administrative Services shall conduct 850  
a sale of the real estate by sealed bid auction or public 851  
auction, and the real estate shall be sold to the highest bidder 852  
at a price acceptable to the Director and Ohio University. The 853

Director shall advertise the sealed bid auction or public 854  
auction by publication in a newspaper of general circulation in 855  
Athens County, once a week for three consecutive weeks before 856  
the date on which the sealed bids are to be opened. The Director 857  
shall notify the successful bidder in writing. The Director may 858  
reject any or all bids. 859

The purchaser shall pay a deposit of ten per cent of the 860  
purchase price to the Director of Administrative Services not 861  
later than five business days after receiving a notice that the 862  
purchaser's bid has been accepted, and shall enter into a real 863  
estate purchase agreement in the form prescribed by the 864  
Department of Administrative Services. The purchaser shall pay 865  
the balance of the purchase price at closing, which shall occur 866  
not later than sixty days after execution of the purchase 867  
agreement. Payment shall be made in cash or by certified check 868  
made payable to the Treasurer of State. A purchaser who does not 869  
satisfy the conditions of the sale as prescribed in this section 870  
or the terms and conditions of the purchase agreement shall 871  
forfeit as liquidated damages the ten per cent deposit paid to 872  
the state. If a purchaser fails to complete the purchase, the 873  
Director may accept the next highest bid, subject to the 874  
foregoing conditions. If the Director rejects all bids, the 875  
Director may repeat the sealed bid auction or public auction, or 876  
may use an alternative sale process that is acceptable to Ohio 877  
University. 878

Ohio University shall pay advertising and other costs 879  
incident to the sale of the real estate. 880

(D) The grantee shall pay all costs associated with the 881  
purchase, closing, and conveyance of the real property, 882  
including surveys, title evidence, title insurance, transfer 883

costs and fees, recording costs and fees, taxes, and any other 884  
fees, assessments, and costs that may be imposed. 885

(E) The net proceeds of the sale of the real estate shall 886  
be paid to Ohio University and deposited into the appropriate 887  
university accounts for the benefit of Ohio University. 888

(F) Upon payment of the purchase price, the Auditor of 889  
State, with the assistance of the Attorney General, shall 890  
prepare a deed to the real estate. The deed shall state the 891  
consideration and all the terms and conditions. The deed shall 892  
be executed by the Governor in the name of the state, 893  
countersigned by the Secretary of State, sealed with the Great 894  
Seal of the State, presented in the Office of the Auditor of 895  
State for recording, and delivered to the grantee. The grantee 896  
shall present the deed for recording in the office of the Athens 897  
County Recorder. 898

(G) This section expires three years after its effective 899  
date. 900

**Section 6.** (A) The Governor may execute a deed in the name 901  
of the state conveying to a grantee, and to the grantee's heirs 902  
and assigns or successors and assigns, all of the state's right, 903  
title, and interest in the following described real estate: 904

The following described real estate situated in the City 905  
of Athens, County of Athens, State of Ohio and being more 906  
particularly described as follows: 907

Being part of Section 4, Township 9 North, Range 14 West 908  
being a part of the Ohio University parcels as recorded in deed 909  
volume 181 at page 115 and deed volume 181 at page 67 and 910  
beginning at a 5/8" rebar with identification cap set (PS6067) 911  
marking a point in the north line of the Ohio University parcel 912



as recorded in Official Record 109 at page 215, said point 913  
bearing SOUTH 03°34'59" WEST, passing the south right of way 914  
line of East State Street at 2052.43 feet at total distance of 915  
2628.44 feet from a point marking the northwest corner of said 916  
section 34 and SOUTH 87°11'05" WEST, 882.14 feet; 917

thence with the north line of said Ohio University's 918  
parcel as recorded in official record 109 at page 215, NORTH 919  
87°11'05" WEST, passing a pinched iron pipe at 662.16 feet a 920  
total distance 663.63 feet to a point marking the beginning of a 921  
tangential curve concave to the south having a radius of 5776.72 922  
feet; 923

thence west 370.08 feet along said curve through a central 924  
angle of 3°40'14", (whose chord bears NORTH 89°01'12" WEST, 925  
370.01 feet) to a 5/8" rebar with identification cap set 926  
(PS6067) marking the southeast corner of the City of Athens 927  
parcel as recorded in deed volume 297 at page 438; 928

thence with the east line of the said City of Athens 929  
parcel, NORTH 03°13'32" EAST 668.27 feet to a 5/8" rebar with 930  
identification cap set (PS6067) marking a point in the south 931  
right of way line of East State Street as surveyed by URS 932  
Greiner Woodward Clyde company and on file in the City of Athens 933  
Engineers office; 934

thence with the said south right of way line of East State 935  
Street, NORTH 41°57'00" EAST 17.66 feet to 5/8" rebar with 936  
identification cap set (PS6067); 937

thence continuing with the said south right of way line of 938  
East State Street, SOUTH 83°57'45" EAST 247.42 feet to a PK 939  
(Parker Kalon Nail) set; 940

thence continuing with the said south right of way line of 941

East State Street, SOUTH 38°58'32" EAST 31.19 feet to a PK 942  
(Parker Kalon Nail) set; 943

thence continuing with the said south right of way line of 944  
East State Street, S 83°57'45" EAST 71.86 feet to a 5/8" rebar 945  
with identification cap set (PS6067); 946

thence continuing with the said south right of way line of 947  
East State Street, NORTH 51°03'49" EAST 31.20 feet to a PK 948  
(Parker Kalon Nail) set; 949

thence continuing with the said south right of way line of 950  
East State Street, SOUTH 83°57'45" EAST 199.55 feet to a PK 951  
(Parker Kalon Nail) set marking the beginning of a tangential 952  
curve concave to the north having a radius of 11502.66 feet; 953

thence easterly 302.88 feet along said curve through a 954  
central angle of 1°30'31", (whose chord bears SOUTH 84°43'00" 955  
EAST, 302.87 feet) to a 5/8" rebar with identification cap set 956  
(PS6067); 957

thence continuing with the said south right of way line of 958  
East State Street, SOUTH 85°28'16" EAST 75.81 feet to a 5/8" 959  
rebar with identification cap set (PS6067); 960

thence continuing with the said south right of way line of 961  
East State Street, SOUTH 45°29'45" EAST 19.46 feet to a PK 962  
(Parker Kalon Nail) set; 963

thence continuing with the said south right of way line of 964  
East State Street, SOUTH 85°28'16" EAST 66.51 feet to a 5/8" 965  
rebar with identification cap set (PS6067); 966

thence continuing with the said south right of way line of 967  
East State Street, NORTH 44°30'19" EAST 3.88 feet to a 5/8" 968  
rebar with identification cap set (PS6067); 969

thence leaving the said south right of way line of East 970  
State Street, SOUTH 03°25'30" WEST 611.15 feet to the point of 971  
beginning. Containing 15.2305 acres. 972

The foregoing description may be adjusted by the 973  
Department of Administrative Services to accommodate any 974  
corrections necessary to facilitate recordation of the deed. 975

The real estate shall be sold as an entire tract and not 976  
in parcels. 977

(B) (1) The conveyance includes improvements and chattels 978  
situated on the real estate, and is subject to all leases, 979  
easements, covenants, conditions, and restrictions of record; 980  
all legal highways and public rights-of-way; zoning, building, 981  
and other laws, ordinances, restrictions, and regulations; and 982  
real estate taxes and assessments not yet due and payable. The 983  
real estate shall be conveyed in an "as-is, where-is, with all 984  
faults" condition. 985

(2) The deed may contain restrictions, exceptions, 986  
reservations, reversionary interests, and other terms and 987  
conditions the Director of Administrative Services determines to 988  
be in the best interest of the state. 989

(3) Subsequent to the conveyance, any restrictions, 990  
exceptions, reservations, reversionary interests, or other terms 991  
and conditions contained in the deed may be released by the 992  
state or Ohio University without the necessity of further 993  
legislation. 994

(C) The Director of Administrative Services shall conduct 995  
a sale of the real estate by sealed bid auction or public 996  
auction, and the real estate shall be sold to the highest bidder 997  
at a price acceptable to the Director and Ohio University. The 998

Director shall advertise the sealed bid auction or public 999  
auction by publication in a newspaper of general circulation in 1000  
Athens County, once a week for three consecutive weeks before 1001  
the date on which the sealed bids are to be opened. The Director 1002  
shall notify the successful bidder in writing. The Director may 1003  
reject any or all bids. 1004

The purchaser shall pay a deposit of ten per cent of the 1005  
purchase price to the Director of Administrative Services not 1006  
later than five business days after receiving a notice that the 1007  
purchaser's bid has been accepted, and shall enter into a real 1008  
estate purchase agreement in the form prescribed by the 1009  
Department of Administrative Services. The purchaser shall pay 1010  
the balance of the purchase price at closing, which shall occur 1011  
not later than sixty days after execution of the purchase 1012  
agreement. Payment shall be made in cash or by certified check 1013  
made payable to the Treasurer of State. A purchaser who does not 1014  
satisfy the conditions of the sale as prescribed in this section 1015  
or the terms and conditions of the purchase agreement shall 1016  
forfeit as liquidated damages the ten per cent deposit paid to 1017  
the state. If a purchaser fails to complete the purchase, the 1018  
Director may accept the next highest bid, subject to the 1019  
foregoing conditions. If the Director rejects all bids, the 1020  
Director may repeat the sealed bid auction or public auction, or 1021  
may use an alternative sale process that is acceptable to Ohio 1022  
University. 1023

Ohio University shall pay advertising and other costs 1024  
incident to the sale of the real estate. 1025

(D) The grantee shall pay all costs associated with the 1026  
purchase, closing, and conveyance of the subject real property, 1027  
including surveys, title evidence, title insurance, transfer 1028

costs and fees, recording costs and fees, taxes, and any other 1029  
fees, assessments, and costs that may be imposed. 1030

(E) The net proceeds of the sale of the real estate shall 1031  
be paid to Ohio University and deposited into the appropriate 1032  
university accounts for the benefit of Ohio University. 1033

(F) Upon payment of the purchase price, the Auditor of 1034  
State, with the assistance of the Attorney General, shall 1035  
prepare a deed to the subject real estate. The deed shall state 1036  
the consideration and shall be executed by the Governor in the 1037  
name of the state, countersigned by the Secretary of State, 1038  
sealed with the Great Seal of the State, presented in the Office 1039  
of the Auditor of State for recording, and delivered to the 1040  
grantee. The grantee shall present the deed for recording in the 1041  
office of the Athens County Recorder. 1042

(G) This section expires three years after its effective 1043  
date. 1044

**Section 7.** (A) The Governor may execute a deed in the name 1045  
of the state conveying to a grantee, and to the grantee's heirs 1046  
and assigns or successors and assigns, all of the state's right, 1047  
title, and interest in the following described real estate: 1048

The following described real estate situated in the City 1049  
of Athens, County of Athens, State of Ohio and being more 1050  
particularly described as follows: 1051

Being part of Section 4, Township 9 North, Range 14 West 1052  
being a part of the Ohio University parcel as recorded in deed 1053  
volume 181 at page 115 and beginning at an iron pipe found in 1054  
the north line of the Ohio University parcel as recorded in 1055  
official recorded 109 at page 215, said point bearing SOUTH S 1056  
03°34'59" WEST, passing the south right of way line of East 1057

State Street at 2052.43 feet at total distance of 2628.44 feet 1058  
from a point marking the northwest corner of said section 34 and 1059  
SOUTH 87°11'05" WEST, 354.60 feet; 1060

thence with the north line of said Ohio University's 1061  
parcel as recorded in official record 109 at page 215, NORTH 1062  
87°11'05" WEST, 527.54 feet to 5/8" rebar with cap set (PS6067) 1063  
set; 1064

thence leaving the said north line of said Ohio 1065  
University's parcel, NORTH 03°25'30" EAST, 611.15 feet to a 5/8" 1066  
rebar with cap set (PS6067) set marking a point in the south 1067  
right of way line of East State Street as surveyed by URS 1068  
Greiner Woodward Clyde company and on file in the City of Athens 1069  
Engineers office; 1070

thence with the south right of way line of said East State 1071  
Street, NORTH 44°30'19" EAST 12.43 feet to a 5/8" rebar with cap 1072  
set (PS6067) set; 1073

thence continuing with the said south line of East State 1074  
Street, SOUTH 85°28'16" EAST 33.67 feet to a 5/8" rebar with cap 1075  
set (PS6067) set to a point marking the beginning of a 1076  
tangential curve concave to the south having a radius of 1077  
11,415.66 feet, 1078

thence southeast 197.55 feet along said curve through a 1079  
central angle of 0°59'29", (whose chord bears SOUTH 84°58'31" 1080  
EAST, 197.54 feet) to a 5/8" rebar with cap set (PS6067) set; 1081

thence continuing with the said south line of East State 1082  
Street, SOUTH 39°24'13" EAST, 31.30 feet to a 5/8" rebar with 1083  
cap set (PS6067) set; 1084

thence continuing with the said south line of East State 1085  
Street, SOUTH 84°10'59" EAST, 73.70 feet to a 5/8" rebar with 1086

cap set (PS6067) set; 1087

thence continuing with the said south line of East State Street, NORTH 51°01'55" EAST, 31.31 feet to a 5/8" rebar with cap set (PS6067) set; 1088  
1089  
1090

thence continuing with the said south line of East State Street, SOUTH 83°57'34" EAST, 120.77 feet to a 5/8" rebar with cap set (PS6067) set; 1091  
1092  
1093

thence continuing with the said south line of East State Street, SOUTH 42°36'09" EAST, 18.92 feet to a 5/8" rebar with cap set (PS6067) set; 1094  
1095  
1096

thence continuing with the said south line of East State Street, SOUTH 83°57'34" EAST, 60.33 feet to a 5/8" rebar with cap set (PS6067) set; 1097  
1098  
1099

thence continuing with the said south line of East State Street, NORTH 47°23'18" EAST, 3.93 feet to a 5/8" rebar with cap set (PS6067) set; 1100  
1101  
1102

thence leaving the said south line of East State Street, SOUTH 06°04'28" WEST, 585.88 feet to the point of beginning. Containing 7.5031 acres 1103  
1104  
1105

Subject to all legal easements. 1106

Bearings oriented to the Ohio State Plane (South Zone) NAD 83 as observed from a static GPS solution onsite and utilizing RTK GPS. 1107  
1108  
1109

Being more particularly described and delineated on a plat attached hereto and made a part hereof and on file in the County Map Office. 1110  
1111  
1112

Aforesaid references recorded among the land records of 1113

Athens County, Ohio. 1114

The foregoing description may be adjusted by the 1115  
Department of Administrative Services to accommodate any 1116  
corrections necessary to facilitate recordation of the deed. 1117

The real estate shall be sold as an entire tract and not 1118  
in parcels. 1119

(B) (1) The conveyance includes improvements and chattels 1120  
situated on the real estate, and is subject to all leases, 1121  
easements, covenants, conditions, and restrictions of record; 1122  
all legal highways and public rights-of-way; zoning, building, 1123  
and other laws, ordinances, restrictions, and regulations; and 1124  
real estate taxes and assessments not yet due and payable. The 1125  
real estate shall be conveyed in an "as-is, where-is, with all 1126  
faults" condition. 1127

(2) The deed may contain restrictions, exceptions, 1128  
reservations, reversionary interests, and other terms and 1129  
conditions the Director of Administrative Services determines to 1130  
be in the best interest of the state. 1131

(3) Subsequent to the conveyance, any restrictions, 1132  
exceptions, reservations, reversionary interests, or other terms 1133  
and conditions contained in the deed may be released by the 1134  
state or Ohio University without the necessity of further 1135  
legislation. 1136

(C) The Director of Administrative Services shall conduct 1137  
a sale of the real estate by sealed bid auction or public 1138  
auction, and the real estate shall be sold to the highest bidder 1139  
at a price acceptable to the Director and Ohio University. The 1140  
Director shall advertise the sealed bid auction or public 1141  
auction by publication in a newspaper of general circulation in 1142



Athens County, once a week for three consecutive weeks before 1143  
the date on which the sealed bids are to be opened. The Director 1144  
shall notify the successful bidder in writing. The Director may 1145  
reject any or all bids. 1146

The purchaser shall pay a deposit of ten per cent of the 1147  
purchase price to the Director of Administrative Services not 1148  
later than five business days after receiving a notice that the 1149  
purchaser's bid has been accepted, and shall enter into a real 1150  
estate purchase agreement in the form prescribed by the 1151  
Department of Administrative Services. The purchaser shall pay 1152  
the balance of the purchase price at closing, which shall occur 1153  
not later than sixty days after execution of the purchase 1154  
agreement. Payment shall be made in cash or by certified check 1155  
made payable to the Treasurer of State. A purchaser who does not 1156  
satisfy the conditions of the sale as prescribed in this section 1157  
or the terms and conditions of the purchase agreement shall 1158  
forfeit as liquidated damages the ten per cent deposit paid to 1159  
the state. If a purchaser fails to complete the purchase, the 1160  
Director may accept the next highest bid, subject to the 1161  
foregoing conditions. If the Director rejects all bids, the 1162  
Director may repeat the sealed bid auction or public auction, or 1163  
may use an alternative sale process that is acceptable to Ohio 1164  
University. 1165

Ohio University shall pay advertising and other costs 1166  
incident to the sale of the real estate. 1167

(D) The grantee shall pay all costs associated with the 1168  
purchase, closing, and conveyance of the subject real property, 1169  
including surveys, title evidence, title insurance, transfer 1170  
costs and fees, recording costs and fees, taxes, and any other 1171  
fees, assessments, and costs that may be imposed. 1172

(E) The net proceeds of the sale of the real estate shall 1173  
be paid to Ohio University and deposited into the appropriate 1174  
university accounts for the benefit of Ohio University. 1175

(F) Upon payment of the purchase price, the Auditor of 1176  
State, with the assistance of the Attorney General, shall 1177  
prepare a deed to the subject real estate. The deed shall state 1178  
the consideration and shall be executed by the Governor in the 1179  
name of the state, countersigned by the Secretary of State, 1180  
sealed with the Great Seal of the State, presented in the Office 1181  
of the Auditor of State for recording, and delivered to the 1182  
grantee. The grantee shall present the deed for recording in the 1183  
office of the Athens County Recorder. 1184

(G) This section expires three years after its effective 1185  
date. 1186

**Section 8.** (A) The Governor may execute a deed in the name 1187  
of the state conveying to a grantee, and to the grantee's heirs 1188  
and assigns or successors and assigns, all of the state's right, 1189  
title, and interest in the following described real estate: 1190

The following described real estate situated in the City 1191  
of Athens, County of Athens, State of Ohio and being more 1192  
particularly described as follows: 1193

Being part of Section 4, Township 9 North, Range 14 West 1194  
and Section 34, Township 5 North, Range 13 West being the 1195  
remainder of the Ohio University parcels as recorded in deed 1196  
volume 223 at page 42, deed volume 181 at page 116, deed volume 1197  
223 at page 40 (First Tract), deed volume 253 at page 37 (First 1198  
and Second Tract) and deed volume 253 at page 33, further being 1199  
a part of Ohio University parcels as recorded in volume 181 at 1200  
page 115, official record 109 at page 215 and official record 1201

337 at page 109 and beginning at a 5/8" rebar with 1202  
identification cap set marking a point in the south right of way 1203  
line of East State Street as surveyed by URS Greiner Woodward 1204  
Clyde company and on file in the City of Athens Engineers office 1205  
and the line common to the said section 4 and section 34, said 1206  
point bearing SOUTH S 03°34'59" WEST, 2052.43 feet from a point 1207  
marking the northwest corner of said section 34; 1208

thence with the south right of way line of said East State 1209  
Street the following courses and distance: 1210

SOUTH 83°57'34" EAST, 1403.48 feet to a 5/8" rebar with 1211  
identification cap set (PS 6067) marking the beginning point of 1212  
a tangential curve concave to the south having a radius of 1213  
11,419.68 feet, 1214

thence southeast 877.77 feet along said curve through a 1215  
central angle of 4°24'14", (whose chord bears, SOUTH 81°45'25" 1216  
EAST, 877.55 feet) to a 1" iron pipe found with identification 1217  
cap (EMHT); 1218

thence SOUTH 10°26'46" WEST, 1.50 feet to a 1" iron pipe 1219  
found with identification cap (EMHT) and the beginning of a non- 1220  
tangential curve concave to the south having a radius of 1221  
11400.25 feet, 1222

thence southeast 442.54 feet along said curve through a 1223  
central angle of 2°13'27", (whose chord bears SOUTH 78°26'38" 1224  
EAST, 442.51 feet) to an iron pin found marking a point in the 1225  
westerly line of Cartee Land Development, Inc. as recorded in 1226  
official record 323 at page 1932; 1227

thence leaving the said south right of way line of East 1228  
State Street and with the west line of said Cartee Land 1229  
Development, Inc., SOUTH 04°27'09" WEST, passing the northwest 1230

corner of Cartee Land Development, Inc. parcel as recorded in 1231  
official record 336 at page 1250 a distance of 345.39 feet for a 1232  
total distance of 435.44 feet to a 1" iron pipe found with 1233  
identification cap (EMHT) marking a point (at right angle) 10 1234  
feet north of the center line of the former CSX railroad; 1235

thence leaving the west line of said Cartee Land 1236  
Development, Inc. and with a line parallel and 10 feet (at right 1237  
angle) north of the said center line of the CSX Railroad and 1238  
through Ohio University parcel as recorded in official record 1239  
337 at page 109, NORTH 87°11'05" WEST, passing a 1" iron pipe 1240  
found with identification cap (EMHT) at 302.37 feet in the east 1241  
line of Ohio University parcel as recorded in official record 1242  
109 at page 215 and continuing through said Ohio University 1243  
parcel a total distance of 3067.05 feet to a 5/8" rebar with 1244  
identification cap set (PS 6067) marking a point 10 feet north 1245  
(at right angle) from the said center line of the CSX railroad; 1246

thence continuing with a line through the said Ohio 1247  
University parcel, NORTH 06°04'28" EAST, passing an iron pin 1248  
found marking a point in the north line of the said Ohio 1249  
University parcel and in the south line of Ohio University 1250  
parcel as recorded in deed volume 118 at page 115 at 90.15 feet 1251  
and continuing through said Ohio University parcel a total 1252  
distance of 676.03 feet to a 5/8" rebar with identification cap 1253  
set (PS 6067) marking a point in the said south right of way of 1254  
East State Street; 1255

thence with the said south right of way of East State 1256  
Street, NORTH 47°23'18" EAST, 12.72 feet to a 5/8" rebar with 1257  
identification cap set (PS 6067); 1258

thence continuing with the said south right of way of East 1259  
State Street, SOUTH 83°57'34" EAST, 320.59 feet to the point of 1260

beginning. Containing 41.2611 acres.	1261
Subject to all legal easements.	1262
Bearings oriented to the Ohio State Plane (South Zone) NAD	1263
83 as observed from a static GPS solution onsite and utilizing	1264
RTK GPS.	1265
The foregoing description may be adjusted by the	1266
Department of Administrative Services to accommodate any	1267
corrections necessary to facilitate recordation of the deed.	1268
The real estate shall be sold as an entire tract and not	1269
in parcels.	1270
(B) (1) The conveyance includes improvements and chattels	1271
situated on the real estate, and is subject to all leases,	1272
easements, covenants, conditions, and restrictions of record;	1273
all legal highways and public rights-of-way; zoning, building,	1274
and other laws, ordinances, restrictions, and regulations; and	1275
real estate taxes and assessments not yet due and payable. The	1276
real estate shall be conveyed in an "as-is, where-is, with all	1277
faults" condition.	1278
(2) The deed may contain restrictions, exceptions,	1279
reservations, reversionary interests, and other terms and	1280
conditions the Director of Administrative Services determines to	1281
be in the best interest of the state.	1282
(3) Subsequent to the conveyance, any restrictions,	1283
exceptions, reservations, reversionary interests, or other terms	1284
and conditions contained in the deed may be released by the	1285
state or Ohio University without the necessity of further	1286
legislation.	1287
(C) The Director of Administrative Services shall conduct	1288

a sale of the real estate by sealed bid auction or public 1289  
auction, and the real estate shall be sold to the highest bidder 1290  
at a price acceptable to the Director and Ohio University. The 1291  
Director shall advertise the sealed bid auction or public 1292  
auction by publication in a newspaper of general circulation in 1293  
Athens County, once a week for three consecutive weeks before 1294  
the date on which the sealed bids are to be opened. The Director 1295  
shall notify the successful bidder in writing. The Director may 1296  
reject any or all bids. 1297

The purchaser shall pay a deposit of ten per cent of the 1298  
purchase price to the Director of Administrative Services not 1299  
later than five business days after receiving a notice that the 1300  
purchaser's bid has been accepted, and shall enter into a real 1301  
estate purchase agreement in the form prescribed by the 1302  
Department of Administrative Services. The purchaser shall pay 1303  
the balance of the purchase price at closing, which shall occur 1304  
not later than sixty days after execution of the purchase 1305  
agreement. Payment shall be made in cash or certified check made 1306  
payable to the Treasurer of State. A purchaser who does not 1307  
satisfy the conditions of the sale as prescribed in this section 1308  
or the terms and conditions of the purchase agreement shall 1309  
forfeit as liquidated damages the ten per cent deposit paid to 1310  
the state. If a purchaser fails to complete the purchase, the 1311  
Director may accept the next highest bid, subject to the 1312  
foregoing conditions. If the Director rejects all bids, the 1313  
Director may repeat the sealed bid auction or public auction, or 1314  
may use an alternative sale process that is acceptable to Ohio 1315  
University. 1316

Ohio University shall pay advertising and other costs 1317  
incident to the sale of the real estate. 1318

(D) The grantee shall pay all costs associated with the purchase, closing, and conveyance of the subject 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.

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

(F) Upon payment of the purchase price, the Auditor of State, with the assistance of the Attorney General, shall prepare a deed to the subject real estate. The 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 deed for recording in the office of the Athens County Recorder.

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

**Section 9.** (A) The Governor may execute a deed in the name of the state conveying to a grantee and to the grantee's heirs and assigns or 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, Montgomery Township, City of Columbus and being part of Lots 111, 112, and 113 of the Inlots to City of Columbus as platted and delineated in Plat Book 14, Page 27 and as recorded in Deed Book "F", Page 332 and being part of Vacated Ordinances 331-31 (Sept. 14, 1931) and 548-30 (Oct. 27, 1930). Said Inlots to City

of Columbus being further described by the following Deed Books, 1348  
Pages: 946-652 and 910-427. Said plat and deed references are on 1349  
file at the Recorder's Office, Franklin County, Ohio. Said Tract 1350  
2, further shown, delineated and being more particularly 1351  
described as follows: 1352

Commencing at a drill hole set being one foot east and one 1353  
foot south of a northeasterly existing planter corner and being 1354  
North 08 degrees 09 minutes 46 seconds West a distance of 829.79 1355  
feet from a drill hole set that is one foot east and one foot 1356  
north of a southeasterly existing planter corner, said drill 1357  
hole set also being North 55 degrees 36 minutes 08 seconds West, 1358  
as distance of 110.95 feet from a drill hole found; 1359

Thence South 08 degrees 09 minutes 46 seconds West, a 1360  
distance of 829.79 feet to a drill hole set that is one foot 1361  
east and one foot north of a southeasterly existing planter 1362  
corner; 1363

Thence South 36 degrees 50 minutes 14 seconds West, a 1364  
distance of 1.41 feet to a southeasterly existing planter 1365  
corner, said point also being on the westerly existing right of 1366  
way line of Front Street (82.50 feet in width) and the True 1367  
Point of Beginning of the parcel herein described; 1368

Thence South 08 degrees 09 minutes 46 seconds East, with 1369  
the westerly existing right of way line of said Front Street, 1370  
for a distance of 161.79 feet to a point on the northerly 1371  
existing right of way line of Town Street (82.50 feet in width); 1372

Thence South 81 degrees 50 minutes 31 seconds West, with 1373  
the northerly existing right of way line of said Town Street, 1374  
for a distance of 265.78 feet to a point on the easterly 1375  
existing right of way line of Civic Center Drive (80.00 feet in 1376



width); 1377

Thence with the easterly existing right of way line of 1378  
said Civic Center Drive, with a curve to the left having a 1379  
radius of 1,262.44 feet, an arc length of 364.57 feet and a 1380  
delta of 16 degrees 32 minutes 46 seconds, said curve having a 1381  
chord bearing of North 10 degrees 33 minutes 40 seconds East and 1382  
a chord length of 363.31 feet to a point; 1383

Thence leaving the said easterly existing right of way 1384  
line of Civic Center Drive and with the face of an existing 1385  
retaining wall (+/- one foot) for the following six (6) courses: 1386

1.) Thence South 77 degrees 28 minutes 21 seconds East for 1387  
a distance of 14.08 feet to a point; 1388

2.) Thence with a curve to the right having a radius of 1389  
58.00 feet, an arc length of 70.29 feet and a delta of 69 1390  
degrees 25 minutes 59 seconds, said curve having a chord bearing 1391  
of South 42 degrees 45 minutes 21 seconds East and a chord 1392  
length of 66.06 feet to a point; 1393

3.) Thence South 08 degrees 02 minutes 22 seconds East for 1394  
a distance of 49.81 feet to a point; 1395

4.) Thence with a curve to the left having a radius of 1396  
14.00 feet, an arc length of 22.06 feet and a delta of 90 1397  
degrees 17 minutes 22 seconds, said curve having a chord bearing 1398  
of South 53 degrees 11 minutes 03 seconds East and a chord 1399  
length of 19.85 feet to a point; 1400

5.) Thence South 08 degrees 09 minutes 46 seconds East for 1401  
a distance of 47.47 feet to a point; 1402

6.) Thence North 81 degrees 50 minutes 14 seconds East for 1403  
a distance of 2.83 feet to a point; 1404

Thence South 08 degrees 09 minutes 46 seconds East, with 1405  
the face of an existing building, for a distance of 4.44 feet to 1406  
a point; 1407

Thence North 81 degrees 53 minutes 15 seconds East, with 1408  
the face of an existing building, for a distance of 24.65 feet 1409  
to a point; 1410

Thence North 05 degrees 22 minutes 21 seconds West, with 1411  
the top step, for a distance of 0.53 feet to a point; 1412

Thence North 81 degrees 57 minutes 20 seconds East, with 1413  
the top step, for a distance of 44.42 feet to a point; 1414

Thence South 08 degrees 09 minutes 46 seconds East, with a 1415  
planter, for a distance of 7.62 feet to a point; 1416

Thence North 81 degrees 50 minutes 31 seconds East, with a 1417  
planter, for a distance of 12.61 feet to the True Point of 1418  
Beginning. 1419

Containing 1.168 acres, more or less, all of which is out 1420  
of Auditor's Parcel Number 010-002659-00, Franklin County, Ohio. 1421

Subject to all applicable easements, conditions, 1422  
restrictions and rights-of-way of record. 1423

Bearings are based on the Ohio State Plane Coordinate 1424  
System, Ohio South Zone, NAD 83 (1986 adjustment) and on the 1425  
easterly existing right of way line of Front Street, being North 1426  
08 degrees 09 minutes 46 seconds West. 1427

This description is based upon a field survey performed by 1428  
Columbus Engineering Consultants, Inc. in October 2003 and is 1429  
based upon recorded deed descriptions, Inlots to City of 1430  
Columbus (Plat Book 14, Page 27) plat, and on 60 scale plots 1431  
pages I-3 and I-6, (on file at the City of Columbus Engineers 1432

Office). This description was prepared under the direct 1433  
supervision of Steven L. Lamphear, Professional Registered 1434  
Surveyor Number 7876. 1435

The foregoing description may be adjusted by the 1436  
Department of Administrative Services to accommodate any 1437  
corrections necessary to facilitate recordation of the deed. 1438

The real estate shall be sold as an entire tract and not 1439  
in parcels. 1440

(B) (1) The conveyance shall include improvements and 1441  
chattels situated on the real estate, and is subject to all 1442  
leases, easements, covenants, conditions, and restrictions of 1443  
record; all legal highways and public rights-of-way; zoning, 1444  
building, and other laws, ordinances, restrictions, and 1445  
regulations; and real estate taxes and assessments not yet due 1446  
and payable. The real estate shall be conveyed in an "as-is, 1447  
where-is, with all faults" condition. 1448

(2) The deed may contain restrictions, exceptions, 1449  
reservations, reversionary interests, and other terms and 1450  
conditions the Director of Administrative Services determines to 1451  
be in the best interest of the state. 1452

(3) Subsequent to the conveyance, any restrictions, 1453  
exceptions, reservations, reversionary interests, or other terms 1454  
and conditions contained in the deed may be released by the 1455  
state or the Department of Job and Family Services without the 1456  
necessity of further legislation. 1457

(4) The deed may contain restrictions prohibiting the 1458  
grantee or grantees from occupying, using, or developing, or 1459  
from selling, the real estate such that the use or alienation 1460  
will interfere with the quiet enjoyment of neighboring state- 1461

owned land. 1462

(C) (1) The Director of Administrative Services is 1463  
authorized to offer for sale the real estate through either a 1464  
sealed bid auction or public auction, as described in division 1465  
(C) (2) of this section. The method of sale and disposition of 1466  
the real estate shall be determined by the Director of 1467  
Administrative Services and the Director of Job and Family 1468  
Services. 1469

(2) The Director of Administrative Services may conduct a 1470  
sale of the real estate by sealed bid auction or public auction, 1471  
and the real estate shall be sold to the highest bidder at a 1472  
price acceptable to the Director of Administrative Services and 1473  
the Director of Job and Family Services. The Director of 1474  
Administrative Services shall advertise the sealed bid auction 1475  
or public auction by publication in a newspaper of general 1476  
circulation in Franklin County, once a week for three 1477  
consecutive weeks before the date on which the sealed bids are 1478  
to be opened. The Director of Administrative Services shall 1479  
notify the successful bidder in writing. The Director of 1480  
Administrative Services may reject any or all bids, and shall 1481  
not accept an offer that is lower than an amount that is fifteen 1482  
per cent below the value determined by an external appraisal. 1483

The purchaser shall pay a deposit of ten per cent of the 1484  
purchase price to the Director of Administrative Services not 1485  
later than five business days after receiving a notice that the 1486  
purchaser's bid has been accepted, and shall enter into a real 1487  
estate purchase agreement in the form prescribed by the 1488  
Department of Administrative Services. The purchaser shall pay 1489  
the balance of the purchase price at closing, which shall occur 1490  
not later than sixty days after execution of the purchase 1491

agreement. Payment shall be made in cash or by certified check 1492  
made payable to the Treasurer of State. A purchaser who does not 1493  
satisfy the conditions of the sale as prescribed in this section 1494  
or the terms and conditions of the purchase agreement shall 1495  
forfeit as liquidated damages the ten per cent deposit paid to 1496  
the state. If a purchaser fails to complete the purchase, the 1497  
Director may accept the next highest bid, subject to the 1498  
foregoing conditions. If the Director rejects all bids, the 1499  
Director may repeat the sealed bid auction or public auction, or 1500  
may use the sale process described in division (C) (2) of this 1501  
section. 1502

The Department of Job and Family Services shall pay 1503  
advertising and other costs incident to the sale of the real 1504  
estate. 1505

(D) The purchaser shall pay all costs associated with the 1506  
purchase, closing, and conveyance of the subject real property, 1507  
including surveys, title evidence, title insurance, transfer 1508  
costs and fees, recording costs and fees, taxes, and any other 1509  
fees, assessments, and costs that may be imposed. 1510

(E) The net proceeds of the sale shall be deposited into 1511  
the state treasury to the credit of the Unemployment 1512  
Compensation Special Administrative Fund under section 4141.11 1513  
of the Revised Code. 1514

(F) Upon payment of the purchase price, the Auditor of 1515  
State, with the assistance of the Attorney General, shall 1516  
prepare a deed to the subject real estate. The deed shall state 1517  
the consideration and shall be executed by the Governor in the 1518  
name of the state, countersigned by the Secretary of State, 1519  
sealed with the Great Seal of the State, presented in the Office 1520  
of the Auditor of State for recording, and delivered to the 1521

grantee. The grantee shall present the deed for recording in the office of the Franklin County Recorder.

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

**Section 10.** (A) The Governor may execute a deed in the name of the state conveying to a grantee, and to the grantee's heirs and assigns or successors and assigns all of the state's right, title, and interest in the following described real estate:

Situate in the State of Ohio, Athens County, Farm Lot No. 27, Auditors 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, and Lessee: Putnam Square INC., in the Athens County Recorder's Office recorded in Official Record 228, Page 884, being more particularly described as follows:

Commencing at the northwest corner of Farm Lot No. 27, thence S 02° 29' 23" W 3207.33 feet to the southwest corner of subject 4.498 acre parcel 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 east right of way of Home Street N 03° 02' 35" E 308.61 feet to an iron pin set at the southwest corner of a 3.259 acre lease parcel conveyed to Athens Investors INC., in Official Record 406, Page 1110 (reference and iron pin found S 63° 43' 09" W 0.37 feet);

Thence N 89° 23' 27" E 532.99 feet along the south line of said 3.259 acre lease parcel conveyed to Athens Investors INC., in Official Record 406, Page 1110 to iron pin cap set at the

southeast corner of said 3.259 acre parcel conveyed to Athens Investors INC., in Official Record 406, Page 1110 said point also being on the west right of way limits of US 33;

Thence S 00° 03' 14" E 395.25 feet along the west right of way of US 33 to an iron pin cap set at the northeast corner of lessee parcel of Nelsonville Public Library, in Official Record 129, Page 854, (passing the north line of a 0.6335 acre Ingress/Egress easement, in Official Record 129, Page 01, at 345.33 feet);

Thence N 86° 44' 18" W 382.52 feet along the north line of lease parcel Nelsonville Public Library, in Official Record 129, Page 854, to an iron pin found cap stamped "CANTER 7226" at a southerly corner of subject 4.498 acre parcel;

Thence leaving said north line of Nelsonville Public Library lease parcel N 03° 02' 35" E 50.00 feet along a westerly line of subject 4.498 acre lease parcel, to an iron pin set on a southern line of subject 4.498 acre lease parcel;

Thence N 86° 44' 17" W 170.74 feet along a southerly line of subject 4.498 acre lease parcel to the Point Of Beginning.

The above described contains 4.498 acres more or less and is contained in Auditors Parcel A027380002202, which presently shows 4.50 acres.

Subject to all legal easements and rights of way. Including an easement of Ingress and Egress to Nelsonville Public Library ending May 31, 2017 as described in O.R. 129, Pg. 01

All pins set are 3/4" x 30" rebar with aluminum cap stamped "Canter 7226".

All bearings, coordinates and distances are expressed as 1579  
NAD 83(2011), Ohio State Plane South Zone Grid. 1580

This description was prepared under the direction and 1581  
supervision of Robert C. Canter, Registered Surveyor No. 7226 1582  
and is based on a field survey made by Canter Surveying/GPS 1583  
Services, Inc., completed February 2015. 1584

The foregoing description may be adjusted by the 1585  
Department of Administrative Services to accommodate any 1586  
corrections necessary to facilitate recordation of the deed. 1587

The real estate shall be sold as an entire tract and not 1588  
in parcels. 1589

(B) (1) The conveyance shall include improvements and 1590  
chattels situated on the real estate, and is subject to all 1591  
leases, easements, covenants, conditions, and restrictions of 1592  
record; all legal highways and public rights-of-way; zoning, 1593  
building, and other laws, ordinances, restrictions, and 1594  
regulations; and real estate taxes and assessments not yet due 1595  
and payable. The real estate shall be conveyed in an "as-is, 1596  
where-is, with all faults" condition. 1597

(2) The deed may contain restrictions, exceptions, 1598  
reservations, reversionary interests, and other terms and 1599  
conditions the Director of Administrative Services determines to 1600  
be in the best interest of the state. 1601

(3) Subsequent to the conveyance, any restrictions, 1602  
exceptions, reservations, reversionary interests, or other terms 1603  
and conditions contained in the deed may be released by the 1604  
state or Ohio University without the necessity of further 1605  
legislation. 1606

(C) The Director of Administrative Services shall conduct 1607



a sale of the real estate by sealed bid auction or public 1608  
auction, and the real estate shall be sold to the highest bidder 1609  
at a price acceptable to the Director of Administrative Services 1610  
and Ohio University. The Director shall advertise the sealed bid 1611  
auction or public auction by publication in a newspaper of 1612  
general circulation in Athens County, once a week for three 1613  
consecutive weeks before the date on which the sealed bids are 1614  
to be opened. The Director shall notify the successful bidder in 1615  
writing. The Director may reject any or all bids. 1616

The purchaser shall pay a deposit of ten per cent of the 1617  
purchase price to the Director of Administrative Services not 1618  
later than five business days after receiving a notice that the 1619  
purchaser's bid has been accepted, and shall enter into a real 1620  
estate purchase agreement in the form prescribed by the 1621  
Department of Administrative Services. The purchaser shall pay 1622  
the balance of the purchase price at closing, which shall occur 1623  
not later than sixty days after execution of the purchase 1624  
agreement. Payment shall be made in cash or by certified check 1625  
made payable to the Treasurer of State. A purchaser who does not 1626  
satisfy the conditions of the sale as prescribed in this section 1627  
or the terms and conditions of the purchase agreement shall 1628  
forfeit as liquidated damages the ten per cent deposit paid to 1629  
the state. If a purchaser fails to complete the purchase, the 1630  
Director may accept the next highest bid, subject to the 1631  
foregoing conditions. If the Director rejects all bids, the 1632  
Director may repeat the sealed bid auction or public auction, or 1633  
may use an alternative sale process that is acceptable to Ohio 1634  
University. 1635

Ohio University shall pay advertising and other costs 1636  
incident to the sale of the real estate. 1637

(D) The grantee shall pay all costs associated with the purchase, closing, and conveyance of the subject 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.

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

(F) Upon payment of the purchase price, the Auditor of State, with the assistance of the Attorney General, shall prepare a deed to the subject real estate. The 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 deed for recording in the office of the Athens County Recorder.

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

**Section 11.** (A) The Governor may execute a deed in the name of the state conveying to the Board of County Commissioners of Ottawa County, Ohio, and its successors and assigns, all of the state's right, title, and interest in the following described real estate:

Known as and being a strip of land lying in the Southeast Quarter of Section 28, T7N R16E, Erie Township, Ottawa County Ohio, said strip of land being 35.00 feet in width and lying easterly of and adjacent to the west line of the east half of the Southeast Quarter and being more particularly described as

follows: 1667

Beginning at a found 3/4" diameter iron pin marking the 1668  
Northwest Corner of the east half of the Southeast Quarter of 1669  
said Section 28; 1670

Thence South 89° 29' 30" East, in the north line of the 1671  
Southeast Quarter of said Section 28, 35.00 feet to a point; 1672

Thence South 01° 31' 59" West, on a line parallel to and 1673  
35.00' distant from the west line of the east half of the 1674  
Southeast Quarter of said Section 28, said line becomes the west 1675  
line of a parcel of land now or formerly owned by Jerome E. & 1676  
Judith Oleska, as evidenced in Volume 972 Pages 61 & 66, Ottawa 1677  
County Official Records, which then becomes the west line of a 1678  
parcel of land now or formerly owned by Arlene S. Bohling, 1679  
Trustee, as evidenced in Volume 1293 Page 830, Ottawa County 1680  
Official Records, 2,243.84 feet to a point on the north line of 1681  
a parcel of land now or formerly owned by the State of Ohio, as 1682  
evidenced in Volume 87 Page 365, Ottawa County Deed Records; 1683

Thence North 89° 31' 56" West, in the north line of said 1684  
State of Ohio parcel, 35.00 feet to a point marking the 1685  
intersection of the north line of said State of Ohio parcel with 1686  
the west line of the east half of the Southeast Quarter of said 1687  
Section 28; 1688

Thence North 01° 31' 59" East, in the west line of the 1689  
east half of the Southeast Quarter of said Section 28, said line 1690  
lying within the right-of-way of Camp Perry East Road, C.R. 1691  
#171, (60 foot right-of-way), 2,243.87 feet to the point and 1692  
place of beginning. 1693

The above described parcel contains 1.803 acres of land of 1694  
which 1.082 acres of land lie within the existing right-of-way 1695

limits of Camp Perry East Road, C.R. #171, (net area of 0.721 1696  
acres) and is subject to all legal rights-of-way and easements 1697  
of record. 1698

The above legal description was prepared by the office of 1699  
the Ottawa County Engineer in April 2014, by Michael J. Wittman, 1700  
Ohio Registered Professional Surveyor #7828 and is based upon a 1701  
combination of survey data collected in November 2013 and other 1702  
pertinent data of record in Ottawa County, Ohio. This 1703  
description is also based on the assumption that the west line 1704  
of the east half of the Southeast Quarter of Section 28, T7N 1705  
R16E, Erie Township, Ottawa County, Ohio, bears North 01° 31' 1706  
59" East. 1707

Prior Deed Record: Volume 87 Page 365, Ottawa County Deed 1708  
Records 1709

The foregoing description may be adjusted by the 1710  
Department of Administrative Services to accommodate any 1711  
corrections necessary to facilitate recordation of the deed. 1712

The real estate shall be sold as an entire tract and not 1713  
in parcels. 1714

(B) (1) The conveyance includes improvements and chattels 1715  
situated on the real estate, and is subject to all easements, 1716  
covenants, conditions, and restrictions of record; all legal 1717  
highways and public rights-of-way; zoning, building, and other 1718  
laws, ordinances, restrictions, and regulations; and real estate 1719  
taxes and assessments not yet due and payable. The real estate 1720  
shall be conveyed in "as-is, where-is, with all faults" 1721  
condition. 1722

(2) The deed may contain restrictions, exceptions, 1723  
reservations, reversionary interests, and other terms and 1724

conditions the Director of Administrative Services determines to 1725  
be in the best interest of the state. 1726

(3) Subsequent to the conveyance, any restrictions, 1727  
exceptions, reservations, reversionary interests, or other terms 1728  
and conditions contained in the deed may be released by the 1729  
state or the Ohio Adjutant General's Department without the 1730  
necessity of further legislation. 1731

(C) Consideration for the conveyance of the real estate is 1732  
\$1.00 under a real estate purchase contract executed by the 1733  
Board of County Commissioners of Ottawa County, Ohio, and the 1734  
Director of Administrative Services. 1735

(D) The grantee shall pay all costs associated with the 1736  
purchase, closing, and conveyance, including surveys, title 1737  
evidence, title insurance, transfer costs and fees, recording 1738  
costs and fees, taxes, and any other fees, assessments, and 1739  
costs that may be imposed. 1740

(E) The net proceeds of the sale shall be deposited into 1741  
the state treasury to the credit of the Armory Improvements Fund 1742  
under section 5911.10 of the Revised Code. 1743

(F) Upon notice from the Director of Administrative 1744  
Services, the Auditor of State, with the assistance of the 1745  
Attorney General, shall prepare a deed to the subject real 1746  
estate. The deed shall state the consideration and shall be 1747  
executed by the Governor in the name of the state, countersigned 1748  
by the Secretary of State, sealed with the Great Seal of the 1749  
State, presented in the Office of the Auditor of State for 1750  
recording, and delivered to the grantee. The grantee shall 1751  
present the deed for recording in the office of the Ottawa 1752  
County Recorder. 1753

(G) This section expires three years after its effective date. 1754  
1755

**Section 12.** (A) The Governor may execute a deed in the name of the state conveying to the City of Columbus, Ohio, and its successors and assigns, all of the state's right, title, and interest in the following described real estate: 1756  
1757  
1758  
1759

Situated in the state of Ohio, County of Franklin, City of Columbus and being bounded and described as follows: 1760  
1761

Being all of Inlots 139, 140 and 141 of the City of Columbus, as the same are numbered and delineated upon the recorded plat thereof, of record in Deed Book "F", Page 332, in the Recorder's Office, Franklin County, Ohio. 1762  
1763  
1764  
1765

Franklin County Auditor's Parcel Numbers: 010-037037, 010-037038, 010-057660 & 010-013089 1766  
1767

The foregoing description may be adjusted by the Department of Administrative Services to accommodate any corrections necessary to facilitate recordation of the deed. 1768  
1769  
1770

The real estate shall be sold as an entire tract and not in parcels. 1771  
1772

(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 "as-is, where-is, with all faults" condition. 1773  
1774  
1775  
1776  
1777  
1778  
1779  
1780

(2) The deed may contain restrictions, exceptions, 1781

reservations, reversionary interests, and other terms and 1782  
conditions the Director of Administrative Services determines to 1783  
be in the best interest of the state. 1784

(3) Subsequent to the conveyance, any restrictions, 1785  
exceptions, reservations, reversionary interests, or other terms 1786  
and conditions contained in the deed may be released by the 1787  
state or the Bureau of Workers' Compensation without the 1788  
necessity of further legislation. 1789

(C) Consideration for the conveyance of the subject real 1790  
estate is in-kind benefit of one hundred thirty exclusive 1791  
parking spaces within a parking garage to be constructed by the 1792  
grantee on the site being conveyed, and further described in the 1793  
real estate purchase contract executed between the Director of 1794  
the Department of Administrative Services and the grantee. 1795

(D) The grantee shall pay all costs associated with the 1796  
purchase, closing, and conveyance, including closing costs, 1797  
surveys, title evidence, title insurance, transfer costs and 1798  
fees, recording costs and fees, taxes, and any other fees, 1799  
assessments, and costs that may be imposed on this conveyance. 1800

(E) Not later than sixty days after the effective date of 1801  
this section, the Auditor of State, with the assistance of the 1802  
Attorney General, shall prepare a deed to the real estate 1803  
described in division (A) of this section. The deed shall state 1804  
the consideration and shall be executed by the Governor in the 1805  
name of the state, countersigned by the Secretary of State, 1806  
sealed with the Great Seal of the State, presented in the Office 1807  
of the Auditor of State for recording, and delivered to the 1808  
grantee. The grantee shall present the deed for recording in the 1809  
office of the Franklin County Recorder. 1810

(F) This section expires three years after its effective 1811  
date. 1812

**Section 13.** (A) The Governor may execute a deed in the 1813  
name of the state conveying to the City of Massillon, Ohio, and 1814  
to its successors and assigns, all of the state's right, title, 1815  
and interest in the following described real estate: 1816

Description of a 0.809 Acre Tract 1817

Situated in the City of Massillon, Township of Perry, 1818  
County of Stark, State of Ohio and known as being part of the 1819  
Northeast and Southeast Quarter of Section 20, (T-10, R-9). Also 1820  
being part of Out Lot 710 (parcel 681115) as conveyed to Ohio 1821  
State by deed recorded in Volume 403, Page 367, and part of Out 1822  
Lot 560 (parcel 681113) as conveyed to the State of Ohio by deed 1823  
recorded in Volume 293, Page 81, of the Stark County Records, 1824  
and further described as follows: 1825

Beginning at an Standard Stark County Monument (PER 096) 1826  
at the southeast corner of said Northeast Quarter; thence N 1827  
01°37'35" E along said quarter section line, a distance of 1828  
200.00 feet to an iron pin found, and being the southeast corner 1829  
of Out Lot 550 and being a parcel conveyed to Massillon Cemetery 1830  
Association by Deed Volume 4216, Page 477 of the Stark County 1831  
Records; thence N 87°50'09" W, along the southerly line of Out 1832  
Lot 550, and said Massillon Cemetery tract, a distance of 1833  
1150.22 feet to an iron pin set and further known as being the 1834  
True place of beginning of the of the tract herein described; 1835  
thence continuing the following courses; 1836

1) Thence S 01°43'23" W, a distance of 69.89 feet to an 1837  
iron pin set; 1838

2) Thence S 01°43'23" W, a distance of 278.59 feet to an 1839



iron pin set; 1840

3) Thence S 87°47'50" W, a distance of 100.23 feet to an 1841  
Railroad Spike found, also being the northeast corner of a 1842  
parcel conveyed to RDJK Holdings, LLC by Instrument No. 1843  
201210180047908 of the Stark County Records, and also being on 1844  
the southerly line of Vista Avenue SE (72 foot width); 1845

4) Thence N 01°43'23" E along the easterly line of a 1846  
parcel conveyed to PCS Development, LTD. by Instrument No. 1847  
200708300047885 of the Stark County Records, a distance of 1848  
356.12 feet passing over an iron pin found at a distance of 1849  
72.17 feet also being on the north right of way line of said 1850  
Vista Avenue to an iron pin set being on the southerly line of 1851  
Out Lot 550, and said Massillon Cemetery Association tract; 1852

5) Thence S 87°50'09" E, along the southerly line of Out 1853  
Lot 550, and said Massillon Cemetery Association tract, a 1854  
distance of 100.00 feet to an iron pin set to the True Point of 1855  
beginning. 1856

The above described tract contains 0.809 acres from with 1857  
which 0.648 acres is from part of Out Lot 560 (parcel no. 1858  
681113), and 0.161 acres is from part of Out Lot 710 (parcel no. 1859  
681115) as surveyed by CIVPRO Engineering, LLC under the 1860  
supervision of Keith A. Dylewski, Ohio Professional Surveyor 1861  
#8488 in December, 2014. All rebar set are 5/8" diameter with 1862  
caps inscribed "CIVPRO PS 8488". 1863

The basis of bearings is Ohio State Plane Coordinate 1864  
System, North Zone (3401) NAD 83 (1986). The Stark County 1865  
Geodetic Reference System (SCGRS) used as reference stations to 1866  
establish the datum are designated as PER 096 and being the 1867  
westerly line of Section 21. 1868

Subject to any and all easements, reservations, 1869  
restrictions, and conveyances of record. 1870

The foregoing description may be adjusted by the 1871  
Department of Administrative Services to accommodate any 1872  
corrections necessary to facilitate recordation of the deed. 1873

The real estate shall be sold as an entire tract and not 1874  
in parcels. 1875

(B) (1) The conveyance shall include improvements and 1876  
chattels situated on the real estate, and is subject to all 1877  
easements, covenants, conditions, and restrictions of record; 1878  
all legal highways and public rights-of-way; zoning, building, 1879  
and other laws, ordinances, restrictions, and regulations; and 1880  
real estate taxes and assessments not yet due and payable. The 1881  
real estate shall be conveyed in an "as-is, where-is, with all 1882  
faults" condition. 1883

(2) The deed may contain restrictions, exceptions, 1884  
reservations, reversionary interests, and other terms and 1885  
conditions the Director of Administrative Services determines to 1886  
be in the best interest of the state. 1887

(3) Subsequent to the conveyance, any restrictions, 1888  
exceptions, reservations, reversionary interests, or other terms 1889  
and conditions contained in the deed may be released by the 1890  
state or the Department of Mental Health and Addiction Services 1891  
without the necessity of further legislation. 1892

(C) Consideration for conveyance of the real estate shall 1893  
be at a price acceptable to the Director of Administrative 1894  
Services and the Director of Mental Health and Addiction 1895  
Services, and pursuant to a real estate purchase agreement as 1896  
prepared by the Department of Administrative Services. 1897

(D) The grantee shall pay all costs associated with the purchase, closing, and conveyance of the subject real property, including the appraisal, 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.

(E) The net proceeds of the sale shall be deposited into the state treasury to the credit of the Department of Mental Health and Addiction Services Trust Fund under section 5119.46 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 deed to the subject real estate. The 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 deed for recording in the office of the Stark County Recorder.

(G) Prior to the closing and sale of the subject real estate, the grantee's possession and use of the real estate shall be governed by an interim lease between the Department of Administrative Services and the grantee.

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

**Section 14.** (A) The Governor may execute a deed in the name of the state conveying to the City of Dublin, Ohio, and to its successors and assigns, all of the state's right, title, and interest in the following described real estate:

PARCEL 2-WD1	1927
Situated in the State of Ohio, County of Union, City of	1928
Dublin, Township of Washington (of Franklin County), Virginia	1929
Military Survey Number 6748, being a part of a 14.004 acre tract	1930
in the name of Ohio University, an Instrumentality of the State	1931
of Ohio (the grantor), as recorded in Official Record 973, Page	1932
13, all references being to those of record in the Recorder's	1933
Office, Union County, Ohio, and being more particular described	1934
as follows:	1935
Commencing, for reference, at a railroad spike (found)	1936
where the centerline of Eiterman Road intersects the	1937
Franklin/Union County Line;	1938
Thence, leaving said centerline along the Franklin/Union	1939
County Line, North 88 degrees 04 minutes 58 seconds West, a	1940
distance of 1506.25 feet to an iron pin (set), and being The	1941
Point of Beginning of the parcel herein described:	1942
Thence, continuing along the Franklin/Union County Line,	1943
North 88 degrees 04 minutes 58 seconds West, a distance of	1944
100.66 feet, to an iron pin (set) on the grantor's westerly	1945
property line and the easterly property line of a 4.563 acre	1946
tract in the name of Pewamo, Ltd., a Limited Liability Company,	1947
as recorded in Official Record 579, Page 727;	1948
Thence, leaving the Franklin/Union County Line, along said	1949
property line, North 04 degrees 37 minutes 50 seconds West, a	1950
distance of 373.81 feet, to a magnail (set) on the southerly	1951
existing right of way line of State Route 161, and the	1952
southwesterly corner of a 0.609 acre tract in the name of the	1953
City of Dublin, Ohio, an Ohio Municipal Corporation, as recorded	1954
in Official Record 769, Page 599;	1955

Thence, along said right of way line and the grantor's 1956  
northerly property line, North 85 degrees 10 minutes 46 seconds 1957  
East, a distance of 27.48 feet, to an iron pin (set); 1958

Thence, leaving said right of way line and said property 1959  
line, through the grantor's tract, for the following four (4) 1960  
calls: 1961

1. South 00 degrees 51 minutes 39 seconds West, a distance 1962  
of 21.49 feet to an iron pin (set); 1963

2. South 30 degrees 58 minutes 08 seconds East, a distance 1964  
of 60.45 feet, to an iron pin (set); 1965

3. Southeasterly, an arc distance of 211.46 feet, along 1966  
the arc of a curve deflecting to the right, having a central 1967  
angle of 26 degrees 20 minutes 18 seconds, a radius of 460.00 1968  
feet, and a chord that bears South 17 degrees 47 minutes 59 1969  
seconds East, a distance of 209.60 feet, to an iron pin (set); 1970

4. South 04 degrees 37 minutes 50 seconds East, a distance 1971  
of 105.73 feet, to The Point of Beginning and containing 0.686 1972  
acres, more or less 1973

The bearings in the above description are based on grid 1974  
north, on the state plane coordinate system, NAD83, CORS96, Ohio 1975  
South Zone, established by using the Ohio Department of 1976  
Transportation's Virtual Reference System(VRS) of a global 1977  
positioning system (GPS) survey. 1978

All iron pins set are 5/8"x30" rebar, capped with a yellow 1979  
id stamped "Mullaney P.S. 7900". 1980

All references being to those of record in the Recorder's 1981  
Office, Union County, Ohio. 1982

Subject to any and all easements, rights of way, 1983

conditions and restrictions of record, all legal highways, 1984  
zoning ordinances, rules, and regulations. 1985

This description was prepared based on an actual field 1986  
survey by GPD Group dba Glaus, Pyle, Schomer, Burns, & DeHaven, 1987  
Inc. performed under the direct supervision of Steven L. 1988  
Mullaney, Registered Surveyor #7900, in March, 2014. 1989

PARCEL 2-WD2 1990

Situated in the State of Ohio, County of Franklin, City of 1991  
Dublin, Virginia Military Survey Number 6748, being a part of a 1992  
32.172 acre tract in the name of Ohio University, an 1993  
Instrumentality of the State of Ohio (the grantor), as recorded 1994  
in Instrument Number 201207030095114, all references being to 1995  
those of record in the Recorder's Office, Franklin County, Ohio, 1996  
and being more particular described as follows: 1997

Commencing, for reference, at a railroad spike (found) 1998  
where the centerline of Eiterman Road intersects the 1999  
Franklin/Union County Line; 2000

Thence, leaving said centerline along the Franklin/Union 2001  
County Line, North 88 degrees 04 minutes 58 seconds West, a 2002  
distance of 1506.25 feet to an iron pin (set), and being The 2003  
Point of Beginning of the parcel herein described: 2004

Thence, leaving the Franklin/Union County Line, through 2005  
the grantor's tract, for the following four (4) calls: 2006

1. South 04 degrees 37 minutes 50 seconds East, distance 2007  
of 313.92 feet to an iron pin (set); 2008

2. Southeasterly, an arc distance of 678.32 feet, along 2009  
the arc of a curve deflecting to the left, having a central 2010  
angle of 33 degrees 47 minutes 43 seconds, a radius of 1150.00 2011

feet, and a chord that bears South 21 degrees 31 minutes 41  
seconds East, a distance of 668.53 feet to an iron pin (set);

3. South 51 degrees 34 minutes 27 seconds West, a distance  
of 100.00 feet to an iron pin (set);

4. Northwesterly, an arc distance of 737.30 feet, along  
the arc of a curve deflecting to the right, having a central  
angle of 33 degrees 47 minutes 43 seconds, a radius of 1250.00  
feet, and a chord that bears North 21 degrees 31 minutes 41  
seconds West, a distance of 726.66 feet to an iron pin (set) on  
the grantor's westerly property line and the easterly property  
line of a 54.247 acre tract in the name of Pewamo, Ltd., a  
Limited Liability Company, as recorded in instrument Number  
20041020236071;

Thence, along said property line, North 04 degrees 37  
minutes 50 seconds West, a distance of 325.40 feet to an iron  
pin (set) on the Franklin/Union County Line;

Thence, leaving said property line along the  
Franklin/Union County Line, South 88 degrees 04 minutes 58  
seconds East, a distance of 100.66 feet, to The Point of  
Beginning and containing 2.359 acres, more or less.

The bearings in the above description are based the  
bearing between Franklin County Monuments "WE130" & "FRANK72"  
being South 84 degrees 36 minutes 52 seconds East, as measured  
on the state plane coordinate system, NAD83, CORS96, Ohio South  
Zone, established by using the Ohio Department of  
Transportation's Virtual Reference System (VRS) of a global  
positioning system (GPS) survey.

All iron pins set are 5/8"x30" rebar, capped with a yellow  
id stamped "Mullaney P.S. 7900".

All references being to those of record in the Recorder's Office, Union County, Ohio. 2041  
2042

Subject to any and all easements, rights of way, conditions and restrictions of record, all legal highways, zoning ordinances, rules, and regulations. 2043  
2044  
2045

This description was prepared based on an actual field survey by GPD Group dba Glaus, Pyle, Schomer, Burns, & DeHaven, Inc. performed under the direct supervision of Steven L. Mullaney, Registered Surveyor #7900, in March, 2014. 2046  
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2048  
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The foregoing legal description may be adjusted by the Department of Administrative Services to accommodate any corrections necessary to facilitate recordation of the deed. 2050  
2051  
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The real estate shall be sold as an entire tract and not in parcels. 2053  
2054

(B) (1) The conveyance shall include any 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. 2055  
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(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. 2063  
2064  
2065  
2066

(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 2067  
2068  
2069



state or Ohio University without the necessity of further 2070  
legislation. 2071

(C) Consideration for the conveyance of the subject real 2072  
estate is \$1.00 under a real estate purchase agreement as 2073  
prepared and approved by the Director of Administrative 2074  
Services. 2075

(D) The grantee shall pay all costs associated with the 2076  
purchase, closing, and conveyance, including the cost of 2077  
surveys, title examination, title insurance, transfer fees, and 2078  
recording fees. 2079

(E) The net proceeds of the sale shall be deposited into 2080  
the state treasury to the credit of the General Revenue Fund 2081  
under section 113.09 of the Revised Code. 2082

(F) Upon payment of the purchase price, the Auditor of 2083  
State, with the assistance of the Attorney General, shall 2084  
prepare a deed to the subject real estate. The deed shall state 2085  
the consideration and shall be executed by the Governor in the 2086  
name of the state, countersigned by the Secretary of State, 2087  
sealed with the Great Seal of the State, presented in the Office 2088  
of the Auditor of State for recording, and delivered to the 2089  
grantee. The grantee shall present the deed for recording in the 2090  
offices of the Franklin and Union County Recorders. 2091

(G) This section expires three years after its effective 2092  
date. 2093

**Section 15.** (A) The Governor may execute a deed in the 2094  
name of the state ("grantor") conveying to the Board of Trustees 2095  
of The Ohio State University, and to its successors and assigns 2096  
("grantee"), all of the state's right, title, and interest in 2097  
the following described real estate: 2098

Situate in the State of Ohio, County of Franklin, City of Columbus lying in Quarter Township 4, Township 2 North, Range 19 West, United States Military District, being part of the 49.198 acre tract conveyed to The State of Ohio for the use and benefit of The Ohio State University of record in Instrument Number 200907280110625, (all records herein are from the Recorder's Office, Franklin County, Ohio) and being bounded and more particularly described as follows:

Begin for reference at the intersection of the centerline of Federated Boulevard (100 feet in width) and the centerline of Dublin-Granville Road (State Route 161) (varies in width) of record in Plat Book 64, Pages 19 and 20;

Thence the following two (2) courses and distances along the centerline of said Dublin-Granville Road;

1. South 76°02'22" East, a distance of 862.52 feet, to an angle point;

2. South 79°49'22" East, a distance of 195.69 feet, to a point being at northwesterly corner of an original 76.063 acre tract conveyed to The Board of Trustees of The Ohio State University by deed of record in Deed Book 2881, Page 455;

Thence South 03°44'43" West, a distance of 1832.48 feet, along the westerly line of said 76.063 acre tract, a line common to a 27.026 acre tract (Tract II) conveyed to the Board of Trustees of the Ohio State University by deed of record in Official Record 8726 B03 and said original 30.539 acre tract passing a 3/4 inch iron pipe found at 30.26 feet on the southerly right-of-way line of said Dublin-Granville Road, to a 3/4 inch iron pipe found on the northwesterly line of said 49.198 acre tract;

Thence the following three (3) courses and distances along 2128  
the said 49.198 acre tract: 2129

1. North 46°40'09" East, a distance of 236.55 feet, along 2130  
a westerly line of said 49.198 acre tract to a 3/4 inch iron 2131  
pipe found; 2132

2. South 34°42'36" East, a distance of 188.90 feet, to a 2133  
3/4 inch iron pipe found; 2134

3. North 04°04'31" East, a distance of 145.41 feet, to a 2135  
3/4 inch iron pipe set at the Point of True Beginning for the 2136  
herein described tract: 2137

Thence the following three (3) courses and distances 2138  
continuing along the said 49.198 acre tract: 2139

1. North 04°04'31" East, a distance of 377.62 feet, to a 2140  
3/4 inch iron pipe found; 2141

2. South 86°01'05" East, a distance of 1031.25 feet, to a 2142  
3/4 inch iron pipe found; 2143

3. South 03°28'31" West, a distance of 381.99 feet, to a 2144  
3/4 inch iron pipe set; 2145

Thence North 85°46'36" West, a distance of 1035.25 feet, 2146  
across the said 49.198 acre tract to the Point of True 2147  
Beginning, containing 9.009 acres more or less, which lies in 2148  
Auditor's Tax Parcel 610-288199 and being subject to all 2149  
easements, restrictions and rights-of-way of record. 2150

The bearings shown herein are based on the Grid Bearing of 2151  
North 79°49'22" West for the centerline of Dublin-Granville 2152  
Road, as established by a GPS network of field observations 2153  
performed in August 2003, (State Plane Coordinate System, South 2154  
Zone, 1986 adjustment, NAD 83). 2155

This description was based on an actual field survey 2156  
performed in January 2011 under my direct supervision. 2157

All 3/4 inch iron pipes set are 30 inches in length, with 2158  
a yellow cap bearing the name "STANTEC". Robert J. Sands, 2159  
Professional Surveyor No. S-8053. 2160

The foregoing legal description may be adjusted by the 2161  
Department of Administrative Services to accommodate corrections 2162  
necessary to facilitate recordation of the deed. 2163

The real estate shall be transferred as an entire tract 2164  
and not in parcels. 2165

(B) The subject real estate shall be conveyed subject to 2166  
all easements, covenants, conditions, and restrictions of 2167  
record; all legal highways and public rights-of-way; zoning, 2168  
building, and other laws, ordinances, restrictions, and 2169  
regulations; and real estate taxes and assessments not yet due 2170  
and payable and the following reservations and restrictions: 2171

(1) There is hereby reserved to grantor, its successors 2172  
and assigns, for the use and benefit of the public, a right of 2173  
flight for the passage of aircraft in the airspace above the 2174  
surface of the subject real estate. This public right of flight 2175  
shall include the right to cause in said airspace any noise 2176  
inherent in the operation of any aircraft used for navigation or 2177  
flight through the said airspace or landing at, taking off from, 2178  
or operation on the Ohio State University Airport. 2179

(2) Grantor reserves unto itself, its successors and 2180  
assigns, for the use and benefit of the public, a right of entry 2181  
onto the subject real estate to cut, remove or lower any 2182  
building, structure, poles, trees, or other object whether 2183  
natural or otherwise, of a height in excess of Federal Aviation 2184

Regulation (FAR) Part 77 surfaces relating to the Ohio State 2185  
University Airport. This public right shall include the right to 2186  
mark or light as obstructions to air navigation, any and all 2187  
buildings, structures, poles, trees, or other objects that may 2188  
at any time project or extend above said surfaces. 2189

(3) Grantee expressly agrees for itself, its successors 2190  
and assigns, to restrict the height of structures, objects of 2191  
natural growth, and other requirements set forth in Part 77 of 2192  
the Federal Aviation Administration (FAA) Regulations, as 2193  
amended, or any similar regulations which may hereinafter be 2194  
enacted relating to the Ohio State University Airport. 2195

(4) Grantee expressly agrees for itself, its successors 2196  
and assigns, to file a notice consistent with requirements of 2197  
FAR Part 77 (FAA Form 7460-1) prior to constructing any 2198  
facility, structure, or other item on the subject real estate. 2199

(5) Grantee expressly agrees for itself, its successors 2200  
and assigns, to not hereafter use, nor permit, nor suffer use of 2201  
the subject real estate in such a manner as to create electrical 2202  
interference with radio communication between the installation 2203  
upon the Ohio State University Airport and aircraft or as to 2204  
make it difficult for fliers to distinguish between airport 2205  
lights and others, or as to impair visibility in the vicinity of 2206  
the airport, or as otherwise to endanger the landing, taking 2207  
off, or maneuvering of aircraft. 2208

(6) Grantee expressly agrees for itself, its successors 2209  
and assigns, to not hereafter use, permit, nor suffer use of the 2210  
subject real estate in such a manner as to create a potential 2211  
for attracting birds and other wildlife which may pose a hazard 2212  
to aircraft. 2213

The aforesaid covenants and agreements shall run with the 2214  
land, as hereinabove described, for the benefit of Grantor and 2215  
its successors and assigns in the ownership and operation of the 2216  
Ohio State University Airport. 2217

(C) As consideration for the conveyance of 9.009 acres of 2218  
the subject real estate, grantee shall simultaneously convey at 2219  
closing to grantor fee simple title by fiduciary deed to three 2220  
parcels of land with an aggregate total of 9.009 acres, the 2221  
legal descriptions for which are to be agreed upon by grantor 2222  
and grantee. 2223

(D) To accommodate the simultaneous transfers of title, 2224  
the Auditor of State, with the assistance of the Attorney 2225  
General, shall prepare a deed to convey the subject real estate 2226  
to grantee. The deed shall be executed by the Governor in the 2227  
name of the state, countersigned by the Secretary of State, 2228  
sealed with the Great Seal of the State, presented in the Office 2229  
of the Auditor of State for recording, and delivered to the 2230  
grantee at closing. The grantee shall present the deed for 2231  
recording in the office of the Franklin County Recorder. 2232

(E) The grantee shall pay all fees and costs associated 2233  
with the exchange and conveyance of the subject real estate 2234  
described in division (A) of this section, as well as all costs 2235  
associated with the exchange and conveyance of the real estate 2236  
described in division (C) of this section, including: surveying 2237  
costs; title costs; preparation of metes and bounds property 2238  
descriptions; appraisals; environmental studies, assessments, 2239  
and remediation; and recordation costs of the deeds. 2240

(F) This section expires three years after its effective 2241  
date. 2242

**Section 16.** (A) The Governor may execute a deed in the 2243  
name of the state conveying to the City of Toledo, Lucas County, 2244  
Ohio, and to its successors and assigns, all of the state's 2245  
right, title, and interest in the following described real 2246  
estate: 2247

Being a parcel of land situated in the City of Toledo, 2248  
County of Lucas, State of Ohio, lying northerly of a property 2249  
owned by an existing railroad, and being a part of the southeast 2250  
quarter of the southeast quarter (SE $\frac{1}{4}$  of SE $\frac{1}{4}$ ) of section four 2251  
(4), town three (3) of the United States Twelve Miles Square 2252  
Reserve at the foot of the Rapids of the Miami of Lake Erie to 2253  
wit: 2254

Commencing at a found stone monument, with a capped 2255  
(D.G.L. LTD. #6783) iron pin at 0.17 feet south & 0.18 feet 2256  
east, marking the southwest corner of the said southeast  $\frac{1}{4}$  of 2257  
the southeast  $\frac{1}{4}$  (SE $\frac{1}{4}$  of SE $\frac{1}{4}$ ) of Section four (4), thence NORTH 2258  
00°-44'-36" EAST on the west line of the said southeast  $\frac{1}{4}$  of the 2259  
southeast  $\frac{1}{4}$  (SE $\frac{1}{4}$  of SE $\frac{1}{4}$ ) of Section four (4), said west line 2260  
also being the centerline of Vacated Faraday Street per City of 2261  
Toledo Ord. 1931, a distance of 42.58 feet to a set 5/8" 2262  
diameter iron rod with plastic cap (B.D.F.#8524), marking the 2263  
intersection of the said west line of the said southeast  $\frac{1}{4}$  of 2264  
the southeast  $\frac{1}{4}$  (SE $\frac{1}{4}$  of SE $\frac{1}{4}$ ) of Section four (4) with the 2265  
centerline of Vacated Hill Avenue per City of Toledo Ord. 6-33, 2266  
said point also being the Point of Beginning for this 2267  
description; 2268

1. Thence continuing NORTH 00°-44'-36" EAST on said west 2269  
line of the southeast  $\frac{1}{4}$  of the southeast  $\frac{1}{4}$  (SE $\frac{1}{4}$  of SE $\frac{1}{4}$ ) of 2270  
Section four (4) a distance of 219.98 feet to a set MAG Nail 2271  
with a shiner, marking the intersection of said west line of the 2272

said southeast  $\frac{1}{4}$  of the southeast  $\frac{1}{4}$  (SE $\frac{1}{4}$  of SE $\frac{1}{4}$ ) of Section four 2273  
(4) with the southerly right-of-way of Hill Avenue as it now 2274  
exists; 2275

2. Thence SOUTH 85°-55'-34" EAST on said southerly right- 2276  
of-way of Hill Avenue, as it now exists, a distance of 169.07 2277  
feet to a set 5/8" diameter iron rod with plastic cap 2278  
(B.D.F.#8524), marking the intersection of said southerly right- 2279  
of-way of Hill Avenue, as it now exists, with the westerly 2280  
right-of-way of Fearing Boulevard, as it now exists; 2281

3. Thence SOUTH 04°-32'-19" EAST on said westerly right- 2282  
of-way of Fearing Boulevard, as it now exists, a distance of 2283  
128.18 feet to a set 5/8" diameter iron rod with plastic cap 2284  
(B.D.F.#8524), marking the intersection of said westerly right- 2285  
of-way for Fearing Boulevard, as it now exists, with said 2286  
centerline of Vacated Hill Avenue per City of Toledo Ord. 6-33; 2287

4. Thence SOUTH 66°-11'- 07" WEST on said centerline of 2288  
Vacated Hill Avenue per City of Toledo Ord. 6-33, a distance of 2289  
198.55 feet to the Point of Beginning of this description; 2290

Containing an Area of 30,575.63 Square Feet or 0.702 Acre 2291  
of land, more or less, and being subject to all easements, 2292  
leases and restrictions of record. All 5/8 inch diameter iron 2293  
rods are set with a plastic cap stating "B.D.F.#8524". 2294

The above described area is contained within Lucas County 2295  
Auditors Permanent Parcel Number 18-04802 listed as Parcel VI 2296  
within Lucas County Deed Volume 1959 on pages 113 & 114 having a 2297  
total area of 65,779.29 Square Feet (meas.) or 1.510 (meas.) 2298  
Acres of land more or less which has an existing PRO of 2299  
35,202.69 (meas.) Square Feet or 0.808 (meas.) Acre, more or 2300  
less and having a residue parcel total area of 30,575.63 (meas.) 2301



Square Feet or 0.702 (meas.) Acre of Land. 2302

This legal description has been prepared on August 21st, 2303  
2014 by Bradly D. Fish, Registered Surveyor Number 8524 from an 2304  
actual field survey and documents of record, recorded within the 2305  
City of Toledo Engineering Services Division and the Lucas 2306  
County Recorder's Office. Prior legals used are the following 2307  
deeds recorded in the Lucas County Recorder's Office: Book 2308  
Volume 1959, page 113 (Parcel VI), Book Volume 416, page 38. 2309

Grantor claims title by instrument(s) of record in name 2310  
"The University of Toledo", recorded in Lucas County Recorders 2311  
Deed Volume 1959 on pages 113 & 114 listed within as Parcel VI. 2312

The bearings for this survey are based on the State Plane 2313  
Coordinate System of OHIO NORTH ZONE 3401, NAD 83 (2011). All 2314  
bearings are relative thereto for the purpose of indicating 2315  
angular measurement. 2316

Prepared August 21, 2014 by Bradly D. Fish, P.S., 2317  
Registered Surveyor #8524. 2318

The foregoing legal description may be adjusted by the 2319  
Department of Administrative Services to accommodate any 2320  
corrections necessary to facilitate recordation of the deed. 2321

The real estate shall be sold as an entire tract and not 2322  
in parcels. 2323

(B) (1) The conveyance includes improvements and chattels 2324  
situated on the real estate, and is subject to all easements, 2325  
covenants, conditions, and restrictions of record; all legal 2326  
highways and public rights-of-way; zoning, building, and other 2327  
laws, ordinances, restrictions, and regulations; and real estate 2328  
taxes and assessments not yet due and payable. The real estate 2329  
shall be conveyed in "as-is, where-is, with all faults" 2330

condition. 2331

(2) The deed may contain restrictions, exceptions, 2332  
reservations, reversionary interests, and other terms and 2333  
conditions the Director of Administrative Services determines to 2334  
be in the best interest of the state. 2335

(3) Subsequent to the conveyance, any restrictions, 2336  
exceptions, reservations, reversionary interests, or other terms 2337  
and conditions contained in the deed may be released by the 2338  
state or the University of Toledo without the necessity of 2339  
further legislation. 2340

(C) Consideration for conveyance of the subject real 2341  
estate is \$34,500.00. 2342

(D) The grantee shall pay all costs associated with the 2343  
purchase, closing, and conveyance, including surveys, title 2344  
evidence, title insurance, transfer costs and fees, recording 2345  
costs and fees, taxes, and any other fees, assessments, and 2346  
costs that may be imposed. 2347

(E) The net proceeds of the sale shall be deposited into 2348  
the state treasury to the credit of the General Revenue Fund. 2349

(F) Upon notice from the Director of Administrative 2350  
Services, the Auditor of State, with the assistance of the 2351  
Attorney General, shall prepare a deed to the real estate. The 2352  
deed shall state the consideration and shall be executed by the 2353  
Governor in the name of the state, countersigned by the 2354  
Secretary of State, sealed with the Great Seal of the State, 2355  
presented in the Office of the Auditor of State for recording, 2356  
and delivered to the grantee. The grantee shall present the deed 2357  
for recording in the office of the Lucas County Recorder. 2358

**Section 17.** (A) The Governor may execute a deed in the 2359

name of the state conveying to the GT Technologies, Inc., a 2360  
Delaware corporation, and to its successors and assigns, all of 2361  
the state's right, title, and interest in the following 2362  
described real estate: 2363

Situated in the State of Ohio, County of Lucas, City of 2364  
Toledo, and being part of Lucas County Parcel No. 18-04802 in 2365  
the West one-half of the Southeast quarter of Section 4, Town 2366  
Three, United States Twelve Mile Square Reservation bounded and 2367  
described as follows: 2368

Commencing for the parcel herein described at a brass 2369  
plate in a monument box found marking the southwest corner of 2370  
the Southeast quarter of said Section 4; 2371

Thence South 89 degrees 55 minutes 28 seconds East along 2372  
the South line of the Southeast quarter of said Section 4, a 2373  
record distance of 1342.18 feet to an  $\frac{3}{4}$  inch iron pin set on the 2374  
East line of the West one-half of the Southeast quarter of 2375  
Section 4; 2376

Thence North 00 degrees 07 minutes 31 seconds East along 2377  
the East line of the West one-half of the Southeast quarter of 2378  
said Section 4, passing the existing centerline of right of way 2379  
of Hill Avenue at a record distance of 322.56 feet, a record 2380  
distance of 363.56 feet to a MAG nail found on the Northerly 2381  
existing right of way of Hill Ave., said point being the 2382  
southwesterly property corner of the Grantor and the TRUE POINT 2383  
OF BEGINNING; 2384

Thence North 89 degrees 55 minutes 28 seconds West along 2385  
the Southerly property line of the Grantor, same being the 2386  
Northerly existing right of way line of Hill Ave., a distance of 2387  
124.79 feet to a mag nail found; 2388

Thence North 00 degrees 17 minutes 20 seconds East along 2389  
the said Westerly face of a fence line and its extension 2390  
thereof, a distance of 281.69 feet to a point in the center of a 2391  
fence post; 2392

Thence South 89 degrees 42 minutes 21 seconds East along 2393  
the said Northerly face of a fence line, a distance of 123.99 2394  
feet to a point in the center of a fence post at the 2395  
intersection with the East line of the West one-half of the 2396  
Southeast quarter of Said Section 4; 2397

Thence South 00 degrees 07 minutes 31 seconds West, along 2398  
the East line of the West one-half of the Southeast quarter of 2399  
said Section 4, same being the Easterly property line of the 2400  
Grantor, a distance of 281.21 feet to the TRUE POINT OF 2401  
BEGINNING, containing 0.804 acres of land more or less, subject 2402  
however to all legal highways and prior easements of record. 2403

This description was prepared and reviewed on October 14, 2404  
2014 by DGL Consulting Engineers, LLC, R.J. Lumbrezer, 2405  
Professional Surveyor Number 8029. 2406

This description is based on a field survey made in 2407  
September of 2003 by DANSARD GROHNKE LONG LIMITED, LLC under the 2408  
direction and supervision of Kenneth E. Ducat, Registered 2409  
Surveyor No, 6783. 2410

The bearings used in the description are based on an 2411  
assumed meridian and are used only for the purpose of describing 2412  
angular measurements. 2413

The foregoing legal description may be adjusted by the 2414  
Department of Administrative Services to accommodate any 2415  
corrections necessary to facilitate recordation of the deed. 2416

The real estate shall be sold as an entire tract and not 2417

in parcels. 2418

(B) (1) The conveyance includes improvements and chattels 2419  
situated on the real estate, and is subject to all easements, 2420  
covenants, conditions, and restrictions of record; all legal 2421  
highways and public rights-of-way; zoning, building, and other 2422  
laws, ordinances, restrictions, and regulations; and real estate 2423  
taxes and assessments not yet due and payable. The real estate 2424  
shall be conveyed in "as-is, where-is, with all faults" 2425  
condition. 2426

(2) The deed may contain restrictions, exceptions, 2427  
reservations, reversionary interests, and other terms and 2428  
conditions the Director of Administrative Services determines to 2429  
be in the best interest of the state. 2430

(3) Subsequent to the conveyance, any restrictions, 2431  
exceptions, reservations, reversionary interests, or other terms 2432  
and conditions contained in the deed may be released by the 2433  
state or the University of Toledo without the necessity of 2434  
further legislation. 2435

(C) Consideration for conveyance of the subject real 2436  
estate is \$42,000.00 under a real estate purchase contract 2437  
executed by the grantee and the Director of Administrative 2438  
Services. 2439

(D) The grantee shall pay all costs associated with the 2440  
purchase, closing, and conveyance, including surveys, title 2441  
evidence, title insurance, transfer costs and fees, recording 2442  
costs and fees, taxes, and any other fees, assessments, and 2443  
costs that may be imposed. 2444

(E) The net proceeds of the sale shall be deposited into 2445  
the state treasury to the credit of the General Revenue Fund. 2446

(F) Upon notice from the Director of Administrative Services, the Auditor of State, with the assistance of the Attorney General, shall prepare a deed to the subject real estate. The 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 deed for recording in the office of the Lucas County Recorder.

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

**Section 18.** (A) The Governor may execute a deed in the name of the state conveying to a grantee, and to the grantee's heirs and assigns or 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 Athens, City of Athens, being located in Lease (Farm0 Lot 27 of township 9, Range 14, Ohio Company Purchase and being part of land conveyed to Ohio University, by deed of record in Deed Book 229, Page 319, all references being to records in the Recorder's Office, Athens County, Ohio and being more particularly described as follows:

Beginning at an iron pin in the easterly right-of-way line of Home Street (60 feet wide) at the southwesterly corner of a 0.46 acre tract leased to Conrath-Bean D.A.V. House Co., by lease of record in Lease Record 32, Page 384;

thence, North 89° 22' 19" East, along the southerly line

of said 0.46 acre tract, a distance of 100.00 feet to an iron pin at the southeasterly corner of said tract; 2476  
2477

thence, North 03° 00' 40" East, along the easterly line of said 0.46 acre tract, a distance of 176.85 feet to an iron pin in the southerly limited access right-of-way line of East State Street; 2478  
2479  
2480  
2481

thence, South 70° 58' 28" East, along said southerly limited access right-of-way line, 6.39 feet to an iron pin in said line; 2482  
2483  
2484

thence, South 83° 30' 11" East, continuing along said limited access right-of-way line, a distance of 201.56 feet to an iron pin at an angle point in said line; 2485  
2486  
2487

thence, North 89° 22' 19" East, continuing along said limited access right-of-way line, a distance of 200.00 feet to an iron pin at the intersection of said line with the westerly limited access line of U.S. Route 33; 2488  
2489  
2490  
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thence, South 0° 04' 24" East, along said limited access right-of-way line of U.S. Route 33, a distance of 199.66 feet to an iron pin; 2492  
2493  
2494

thence, South 89° 22' 19" West, crossing the Ohio University tract, a distance of 518.51 feet to an iron pin in the easterly right-of-way line of Home Street; 2495  
2496  
2497

thence, North 03° 00' 40" East, along said easterly right-of-way line of Home Street, a distance of 50.41 feet to the place of beginning, containing 2.070 acres (90,161 square feet), more or less. 2498  
2499  
2500  
2501

Subject however, to all legal rights-of-way and/or easements of record. 2502  
2503

The foregoing description may be adjusted by the 2504  
Department of Administrative Services to accommodate any 2505  
corrections necessary to facilitate recordation of the deed. 2506

The real estate shall be sold as an entire tract and not 2507  
in parcels. 2508

(B) (1) The conveyance includes improvements and chattels 2509  
situated on the real estate, and is subject to all leases, 2510  
easements, covenants, conditions, and restrictions of record; 2511  
all legal highways and public rights-of-way; zoning, building, 2512  
and other laws, ordinances, restrictions, and regulations; and 2513  
real estate taxes and assessments not yet due and payable. The 2514  
real estate shall be conveyed in an "as-is, where-is, with all 2515  
faults" condition. 2516

(2) The deed may contain restrictions, exceptions, 2517  
reservations, reversionary interests, and other terms and 2518  
conditions the Director of Administrative Services determines to 2519  
be in the best interest of the state. 2520

(3) Subsequent to the conveyance, any restrictions, 2521  
exceptions, reservations, reversionary interests, or other terms 2522  
and conditions contained in the deed may be released by the 2523  
state or Ohio University without the necessity of further 2524  
legislation. 2525

(C) The Director of Administrative Services shall conduct 2526  
a sale of the real estate by sealed bid auction or public 2527  
auction, and the real estate shall be sold to the highest bidder 2528  
at a price acceptable to the Director and Ohio University. The 2529  
Director shall advertise the sealed bid auction or public 2530  
auction by publication in a newspaper of general circulation in 2531  
Athens County, once a week for three consecutive weeks before 2532



the date on which the sealed bids are to be opened. The Director 2533  
shall notify the successful bidder in writing. The Director may 2534  
reject any or all bids. 2535

The purchaser shall pay a deposit of ten per cent of the 2536  
purchase price to the Director of Administrative Services not 2537  
later than five business days after receiving a notice that the 2538  
purchaser's bid has been accepted, and shall enter into a real 2539  
estate purchase agreement in the form prescribed by the 2540  
Department of Administrative Services. The purchaser shall pay 2541  
the balance of the purchase price at closing, which shall occur 2542  
not later than sixty days after execution of the purchase 2543  
agreement. Payment shall be made in cash or by certified check 2544  
made payable to the Treasurer of State. A purchaser who does not 2545  
satisfy the conditions of the sale as prescribed in this section 2546  
or the terms and conditions of the purchase agreement shall 2547  
forfeit as liquidated damages the ten per cent deposit paid to 2548  
the state. If a purchaser fails to complete the purchase, the 2549  
Director may accept the next highest bid, subject to the 2550  
foregoing conditions. If the Director rejects all bids, the 2551  
Director may repeat the sealed bid auction or public auction, or 2552  
may use an alternative sale process that is acceptable to Ohio 2553  
University. 2554

Ohio University shall pay advertising and other costs 2555  
incident to the sale of the real estate. 2556

(D) The grantee shall pay all costs associated with the 2557  
purchase, closing, and conveyance of the subject real property, 2558  
including surveys, title evidence, title insurance, transfer 2559  
costs and fees, recording costs and fees, taxes, and any other 2560  
fees, assessments, and costs that may be imposed. 2561

(E) The net proceeds of the sale of the real estate shall 2562

be paid to Ohio University and deposited into the appropriate 2563  
university accounts for the benefit of Ohio University. 2564

(F) Upon payment of the purchase price, the Auditor of 2565  
State, with the assistance of the Attorney General, shall 2566  
prepare a deed to the subject real estate. The deed shall state 2567  
the consideration and shall be executed by the Governor in the 2568  
name of the state, countersigned by the Secretary of State, 2569  
sealed with the Great Seal of the State, presented in the Office 2570  
of the Auditor of State for recording, and delivered to the 2571  
grantee. The grantee shall present the deed for recording in the 2572  
office of the Athens County Recorder. 2573

(G) This section expires three years after its effective 2574  
date. 2575

**Section 19.** (A) The Governor may execute a deed in the 2576  
name of the state conveying to a grantee, and to the grantee's 2577  
heirs and assigns or successors and assigns, all of the state's 2578  
right, title, and interest in the following described real 2579  
estate: 2580

Situate in the State of Ohio, County of Athens, City of 2581  
Athens, being located in Lease (Farm0 Lot 27 of township 9, 2582  
Range 14, Ohio Company Purchase and being part of land conveyed 2583  
to Ohio University, by deed of record in Deed Book 229, Page 2584  
319, all references being to records in the Recorder's Office, 2585  
Athens County, Ohio and being more particularly described as 2586  
follows: 2587

Commencing at an iron pin in the easterly right-of-way 2588  
line of Home Street (60 feet wide) at the southwesterly corner 2589  
of a 0.46 acre tract leased to Conrath-Bean D.A.V. House Co., by 2590  
lease of record in Lease Record 32, Page 384; 2591

thence, South 03° 00' 40" West, along said easterly right- 2592  
of-way line of Home Street, a distance of 50.41 feet to an iron 2593  
pin in said line and the Point of Beginning of the tract herein 2594  
described; 2595

thence, North 89° 22' 19" East, crossing the Ohio 2596  
University tract, a distance of 518.51 feet to an iron pin in 2597  
the westerly limited access line of U.S. Route 33; 2598

thence, South 0° 04' 24" East, along said limited access 2599  
right-of-way line of U.S. Route 33, a distance of 270.01 feet to 2600  
an iron pin; 2601

thence, South 89° 22' 19" West, crossing the Ohio 2602  
University tract, a distance of 533.07 feet to an iron pin in 2603  
the easterly right-of-way line of Home Street; 2604

thence, North 03° 00' 40" East, along said easterly right- 2605  
of-way line of Home Street, a distance of 270.55 feet to the 2606  
Point of Beginning containing 3.2590 acres (141,962 square 2607  
feet), more or less. 2608

Subject however, to all legal rights-of-way and/or 2609  
easements of record. 2610

The foregoing description may be adjusted by the 2611  
Department of Administrative Services to accommodate any 2612  
corrections necessary to facilitate recordation of the deed. 2613

The real estate shall be sold as an entire tract and not 2614  
in parcels. 2615

(B) (1) The conveyance includes improvements and chattels 2616  
situated on the real estate, and is subject to all leases, 2617  
easements, covenants, conditions, and restrictions of record; 2618  
all legal highways and public rights-of-way; zoning, building, 2619

and other laws, ordinances, restrictions, and regulations; and 2620  
real estate taxes and assessments not yet due and payable. The 2621  
real estate shall be conveyed in an "as-is, where-is, with all 2622  
faults" condition. 2623

(2) The deed may contain restrictions, exceptions, 2624  
reservations, reversionary interests, and other terms and 2625  
conditions the Director of Administrative Services determines to 2626  
be in the best interest of the state. 2627

(3) Subsequent to the conveyance, any restrictions, 2628  
exceptions, reservations, reversionary interests, or other terms 2629  
and conditions contained in the deed may be released by the 2630  
state or Ohio University without the necessity of further 2631  
legislation. 2632

(C) The Director of Administrative Services shall conduct 2633  
a sale of the real estate by sealed bid auction or public 2634  
auction, and the real estate shall be sold to the highest bidder 2635  
at a price acceptable to the Director of Administrative Services 2636  
and Ohio University. The Director shall advertise the sealed bid 2637  
auction or public auction by publication in a newspaper of 2638  
general circulation in Athens County, once a week for three 2639  
consecutive weeks before the date on which the sealed bids are 2640  
to be opened. The Director shall notify the successful bidder in 2641  
writing. The Director may reject any or all bids. 2642

The purchaser shall pay a deposit of ten per cent of the 2643  
purchase price to the Director of Administrative Services not 2644  
later than five business days after receiving a notice that the 2645  
purchaser's bid has been accepted, and shall enter into a real 2646  
estate purchase agreement in the form prescribed by the 2647  
Department of Administrative Services. The purchaser shall pay 2648  
the balance of the purchase price at closing, which shall occur 2649

not later than sixty days after execution of the purchase 2650  
agreement. Payment shall be made in cash or by certified check 2651  
made payable to the Treasurer of State. A purchaser who does not 2652  
satisfy the conditions of the sale as prescribed in this section 2653  
or the terms and conditions of the purchase agreement shall 2654  
forfeit as liquidated damages the ten per cent deposit paid to 2655  
the state. If a purchaser fails to complete the purchase, the 2656  
Director may accept the next highest bid, subject to the 2657  
foregoing conditions. If the Director rejects all bids, the 2658  
Director may repeat the sealed bid auction or public auction, or 2659  
may use an alternative sale process that is acceptable to Ohio 2660  
University. 2661

Ohio University shall pay advertising and other costs 2662  
incident to the sale of the real estate. 2663

(D) The grantee shall pay all costs associated with the 2664  
purchase, closing, and conveyance, including surveys, title 2665  
evidence, title insurance, transfer costs and fees, recording 2666  
costs and fees, taxes, and any other fees, assessments, and 2667  
costs that may be imposed. 2668

(E) The net proceeds of the sale shall be paid to Ohio 2669  
University and deposited into the appropriate university 2670  
accounts for the benefit of Ohio University. 2671

(F) Upon payment of the purchase price, the Auditor of 2672  
State, with the assistance of the Attorney General, shall 2673  
prepare a deed to the subject real estate. The deed shall state 2674  
the consideration and shall be executed by the Governor in the 2675  
name of the state, countersigned by the Secretary of State, 2676  
sealed with the Great Seal of the State, presented in the Office 2677  
of the Auditor of State for recording, and delivered to the 2678  
grantee. The grantee shall present the deed for recording in the 2679

office of the Athens County Recorder.	2680
(G) This section expires three years after its effective date.	2681 2682
<b>Section 20.</b> (A) The Director of Administrative Services may execute a water line easement in the name of the state, granting to the City of Piqua, Miami County, Ohio, and its successors and assigns, a perpetual easement in the following described real estate:	2683 2684 2685 2686 2687
Situated in section 6, Town 6, Range 6 East, City of Piqua, Miami County, Ohio being Lot 8138 as conveyed to the State of Ohio in D. B. 426, Page 70 of the Miami County Recorder's Office and being more particularly described as follows:	2688 2689 2690 2691 2692
Commencing at the southeast corner of the above referenced Lot 8138, being the southwest corner of a tract of land conveyed to the Ohio Historical Society;	2693 2694 2695
Thence along a southerly line of Lot 8138, N72°45'13"W a distance of 161.22 feet;	2696 2697
Thence continuing along a southerly line of Lot 8138, N34°47'23"W a distance of 130.92 feet to the True Point of Beginning;	2698 2699 2700
Thence continuing along said southerly line, N34°47'23"W a distance of 46.31 feet;	2701 2702
Thence along lines through said Lot 8138, the following four (4) courses:	2703 2704
1. N75°24'41"E a distance of 28.10 feet;	2705
2. S87°56'01"E a distance of 55.74 feet;	2706

3. S84°09'33"E a distance of 123.94 feet;	2707
4. S85°41'06"E a distance of 27.53 feet to a point in the east line of said Lot 8138;	2708 2709
Thence along the east line of said lot, S29°19'07"W a distance of 37.00 feet;	2710 2711
Thence along lines through said Lot 8138, the following four (4) courses:	2712 2713
1. N84°02'28"W a distance of 99.24 feet;	2714
2. N86°57'26"W a distance of 18.87 feet;	2715
3. N89°29'04"W a distance of 33.93 feet;	2716
4. S78°45'56"W a distance of 38.36 feet to the Point of Beginning.	2717 2718
The above described parcel containing 7,553 square feet more or less.	2719 2720
The foregoing description may be adjusted by the Department of Administrative Services to accommodate any corrections necessary to facilitate recordation of the easement document.	2721 2722 2723 2724
(B) The Director of Administrative Services, under division (A) (8) of section 123.01 of the Revised Code, exercises general custodial care of all real property of the state and has determined that the granting of a perpetual easement affecting an existing water supply line on property near the Johnston Farm and Indian Reservation to the City of Piqua, would be in the best interest of the State of Ohio.	2725 2726 2727 2728 2729 2730 2731
(C) The Director of Administrative Services shall prepare and execute the perpetual water line easement document affecting	2732 2733

the subject real estate. 2734

(D) The consideration for granting this easement is 2735  
\$610.00. 2736

(E) The City of Piqua shall, at its sole expense, present 2737  
the fully executed easement document for recording in the office 2738  
of the Miami County Recorder. 2739

(F) This section expires three years after its effective 2740  
date. 2741

**Section 21.** (A) The Governor may execute a deed in the 2742  
name of the state conveying to Quest Recovery and Prevention 2743  
Services, Inc., its successors and assigns, all of the state's 2744  
right, title, and interest in the following described real 2745  
estate: 2746

Situated in the City of Massillon, County of Stark, State 2747  
of Ohio, formerly part of the Southwest Quarter of Section 21, 2748  
Perry Township and being part of Out Lot 560 of said City, and 2749  
being part of a parcel as conveyed to the State of Ohio by Deed 2750  
Volume 293, Page 81 of the Stark County Records described as 2751  
follows: 2752

Beginning at a Stark County Monument disk (PER 113) found 2753  
at the southwest corner of said Southwest Quarter; 2754

Thence N 1°48'00" E, with the west line of said Quarter 2755  
Section and through the bounds of a 19.201 acre parcel as 2756  
conveyed to the City of Massillon by Official Record Imaging 2757  
Number 200605150029143 of the Stark County Records, a distance 2758  
of 1,388.75 feet to a nail found in concrete on a northwest line 2759  
of said City of Massillon parcel and a southeast line of said 2760  
State of Ohio parcel; 2761



Thence N 51°31'15" E, with said northwest line of the City 2762  
of Massillon parcel and southeast line of the State of Ohio 2763  
parcel 16.00 feet to a nail in concrete found at the northwest 2764  
corner of said City of Massillon parcel and the True Point of 2765  
Beginning; 2766

With new division lines through said State of Ohio parcel 2767  
the following five courses: 2768

1. Thence with a non-tangent curve turning to the left 2769  
with an arc length of 492.47 feet, a radius of 493.27 feet, a 2770  
delta angle of 57°12'10", a chord bearing of N 15°35'38" E, and 2771  
a chord length of 472.27 feet to a MAG nail set; 2772

2. Thence N 76°45'38" E, a distance of 203.26 feet to a 2773  
rebar set at a point of curvature; 2774

3. Thence with a curve turning to the right with an arc 2775  
length of 50.49 feet, a radius of 59.00 feet, a delta angle of 2776  
49°02'19", a chord bearing of S 78°43'12" E, and with a chord 2777  
length of 48.97 feet, to a rebar set at a point of tangency; 2778

4. Thence S 54°12'21" E, a distance of 269.66 feet to a 2779  
rebar set; 2780

5. Thence S 47°55' 12" E, a distance of 110.42 feet to a 2781  
rebar set on the east line of said State of Ohio parcel; 2782

With the bounds of said State of Ohio parcel the following 2783  
five courses: 2784

6. Thence S 11°45'28" W, with the west line of Out Lot 2785  
1031 and an 18.322 acre parcel as conveyed to the City of 2786  
Massillon by Official Records Imaging Number 200605150029143, a 2787  
distance of 47.41 feet to a 5/8 inch rebar with cap inscribed 2788  
"HINTON" found; 2789

7. Thence S 03°11'52" W, continuing with the west line of 2790  
said Out Lot 1031 and said 18.322 acre parcel so conveyed to the 2791  
City of Massillon a distance of 529.90 feet to a 5/8 inch rebar 2792  
found at the northeast corner of said 19.201 acre City of 2793  
Massillon parcel and the southeast corner of said State of Ohio 2794  
parcel. 2795

8. Thence N 73°17'55" W, with the north line of said 2796  
19.201 acre City of Massillon parcel a distance of 201.68 feet 2797  
to a MAG nail found; 2798

9. Thence N 53°11'29" W, with the north line of said 2799  
19.201 acre City of Massillon parcel a distance of 265.96 feet 2800  
to a 5/8 inch rebar with cap inscribed "HINTON" found; 2801

10. Thence N 66°44'59" W, with the north line of said 2802  
19.201 acre City of Massillon parcel a distance of 248.35 feet 2803  
to the point of beginning. 2804

The above described parcel contains an area of 7.956 2805  
acres, which is 346,556 square feet, none of which is in the 2806  
public right of way, as surveyed under the direction of Joseph 2807  
A. Corall, Ohio P.S. 6911 of Hammontree & Associates, Limited, 2808  
Engineers, Planners and Surveyors of North Canton, Ohio in 2809  
October 2014. 2810

The basis of bearings is The Ohio State Plane Coordinate 2811  
System, North Zone (3401), NAD 83(1986). This tract is subject 2812  
to all easements of record. All "rebar set" are 5/8 inch 2813  
reinforcing bars with caps inscribed "H&A LTD". 2814

The foregoing description may be adjusted by the 2815  
Department of Administrative Services to accommodate any 2816  
corrections necessary to facilitate recordation of the deed. 2817

The real estate shall be sold as an entire tract and not 2818

in parcels. 2819

(B) (1) The conveyance shall include improvements and 2820  
chattels situated on the real estate, and is subject to all 2821  
easements, covenants, conditions, and restrictions of record; 2822  
all legal highways and public rights-of-way; zoning, building, 2823  
and other laws, ordinances, restrictions, and regulations; and 2824  
real estate taxes and assessments not yet due and payable. The 2825  
real estate shall be conveyed in an "as-is, where-is, with all 2826  
faults" condition. 2827

(2) The deed shall contain a use restriction limiting use 2828  
of the real estate for behavioral health or addiction services 2829  
purposes only, and prohibiting the use of the subject real 2830  
estate as a locked incarcerate facility, and the deed may 2831  
contain additional restrictions, exceptions, reservations, 2832  
reversionary interests, and other terms and conditions the 2833  
Director of Administrative Services may determine to be in the 2834  
best interest of the state. 2835

(3) Subsequent to the conveyance, any restrictions, 2836  
exceptions, reservations, reversionary interests, or other terms 2837  
and conditions contained in the deed may be released by the 2838  
state or the Department of Mental Health and Addiction Services 2839  
without the necessity of further legislation. 2840

(C) Consideration for the conveyance of the real estate is 2841  
\$150,000.00, under a real estate purchase agreement as prepared 2842  
by the Department of Administrative Services. 2843

If Quest Recovery and Prevention Services, Inc., does not 2844  
complete the purchase of the real estate and close within the 2845  
time period provided in the real estate purchase agreement, the 2846  
Director of Administrative Services may use any reasonable 2847

method of sale considered acceptable by the Department of Mental 2848  
Health and Addiction Services to locate an alternate grantee 2849  
willing to purchase the real estate. In that event, the 2850  
Department of Mental Health and Addiction Services shall pay all 2851  
advertising costs, additional fees, and other costs incident to 2852  
the sale of the real estate. 2853

(D) The grantee shall pay all costs associated with the 2854  
purchase, closing, and conveyance of the subject real property, 2855  
including the appraisal, surveys, title evidence, title 2856  
insurance, transfer costs and fees, recording costs and fees, 2857  
taxes, and any other fees, assessments, and costs that may be 2858  
imposed. 2859

(E) The net proceeds of the sale shall be deposited into 2860  
the state treasury to the credit of the Department of Mental 2861  
Health and Addiction Services Trust Fund under section 5119.46 2862  
of the Revised Code. 2863

(F) Upon payment of the purchase price, the Auditor of 2864  
State, with the assistance of the Attorney General, shall 2865  
prepare a deed to the subject real estate. The deed shall state 2866  
the consideration and shall be executed by the Governor in the 2867  
name of the state, countersigned by the Secretary of State, 2868  
sealed with the Great Seal of the State, presented in the Office 2869  
of the Auditor of State for recording, and delivered to the 2870  
grantee. The grantee shall present the deed for recording in the 2871  
office of the Stark County Recorder. 2872

(G) Prior to the closing and sale of the subject real 2873  
estate, the grantee's use and possession of the subject real 2874  
estate shall be governed by an existing interim lease between 2875  
the Department of Administrative Services and the grantee. 2876

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

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