

AN ACT

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

Be it enacted by the General Assembly of the State of Ohio:

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

Sec. 5120.092. There is hereby created in the state treasury the adult and juvenile correctional facilities bond retirement fund. The fund shall receive proceeds derived from the sale of state adult or juvenile correctional facilities. Investment income with respect to moneys on deposit in the fund shall be retained by the fund. No investment of moneys in, or transfer of moneys from, the fund shall be made if the effect of the investment or transfer would be to adversely affect the exclusion from gross income of the interest payable on obligations previously issued for state adult or juvenile correctional facilities. Upon receipt of one or more opinions of nationally recognized bond counsel that the transfer of such moneys will not adversely affect the exclusion from gross income of the interest payable on such obligations, the director of budget and management may direct that moneys in the fund be transferred to one or more of the general revenue fund, any fund created in the state treasury administered by the department of rehabilitation and correction or the department of youth services, the adult correctional building fund, or the juvenile correctional building fund. ~~Upon completion of such transfers, the adult and juvenile correctional facilities bond retirement fund shall be abolished.~~

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

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

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

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

(D) Support the subsidy program established under section 5149.31 of the Revised Code; and

(E) Provide probation improvement grants and probation incentive grants under section 5149.311 of the Revised Code.

Section 2. That existing section 5120.092 of the Revised Code is hereby repealed.

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:

DESCRIPTION FOR A 104.531 ACRE TRACT

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:

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

Thence along Marion-Williamsport Road and the southerly line of Section 10, North 89°34'26" West, 2626.69 feet to a railroad spike set in the centerline of State Route 4 and 423 (North Main Street);

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

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

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

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

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

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

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

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

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

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

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

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

DESCRIPTION FOR A 152.494 ACRE TRACT

Situated in the State of Ohio, County of Marion, City of Marion, being located in the Southeast Quarter of Section 10, the Northwest Quarter and Southwest Quarter of Section 11, 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 152.494 acre tract being more particularly bounded and described as follows:

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

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

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

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

Thence North $60^{\circ}18'45''$ East, 111.89 feet to an iron pin set;

Thence North $82^{\circ}19'31''$ East, 186.53 feet to an iron pin set;

Thence South $88^{\circ}57'52''$ East, 423.50 feet to an iron pin set;

Thence South $00^{\circ}45'02''$ West, 263.97 feet to an iron pin set;

Thence North $51^{\circ}16'41''$ East, 597.66 feet to an iron pin set;

Thence North $77^{\circ}48'23''$ 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;

Thence North $65^{\circ}46'38''$ East, 309.12 feet to an iron pin set;

Thence South $01^{\circ}33'44''$ West, 618.99 feet to an iron pin set;

Thence South $46^{\circ}33'44''$ West, 46.66 feet to an iron pin set;

Thence South $01^{\circ}33'44''$ 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;

Thence along said drive, South $89^{\circ}50'54''$ West, 80.00 feet to a railroad spike set;

Thence leaving said drive, South $01^{\circ}13'18''$ West, passing an iron pin set at 20.00 feet, a total distance of 930.94 feet to an iron pin set;

Thence South $18^{\circ}51'25''$ West, 58.38 feet to an iron pin set;

Thence South $00^{\circ}12'15''$ West, 236.27 feet to an iron pin set;

Thence North $89^{\circ}52'04''$ East, 316.85 feet to an iron pin set;

Thence South $00^{\circ}13'44''$ West, passing an iron pin set at 687.25 feet, a total distance of 737.31 feet to a railroad spike set in Marion-Williamsport Road in the southerly line of Section 11;

Thence along Marion-Williamsport Road and the southerly line of Section 11, South $87^{\circ}26'49''$ West, 471.56 feet to an iron pin found marking the southeasterly of Section 10;

Thence along Marion-Williamsport Road and the southerly line of Section 10, North $89^{\circ}37'11''$ West, 2534.94 feet to the Point of Beginning and containing 152.494 acres, (134.877

acres within Section 10 and 17.617 acres within Section 11), more or less, according to a survey conducted by Jobes Henderson and Associates, Inc. in June of 2011.

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

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

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

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

(B)(1) The conveyance of the facility includes any improvements and chattels situated thereon. The conveyance 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. As used in this section, "facility" has the meaning defined in section 9.06 of the Revised Code.

(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, including restrictions prohibiting the purchaser from occupying, using, or developing, or from selling, the real estate, or the facility thereon, except in conformance with the restrictions, or if the use, development, or sale will interfere with the quiet enjoyment of the neighboring state-owned land. The deed shall contain a restriction that the use of the facility is limited to a correctional institution for the housing of inmates under the Department of Rehabilitation and Correction.

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

(C)(1) The Director of Administrative Services shall conduct a sale of the real estate by sealed proposal, sealed bid auction, or public auction. If the sale is conducted by sealed proposal, discussions may be conducted with responsible offerors who submit proposals

determined to be reasonably susceptible of being selected for award for the purpose of ensuring full understanding of, and responsiveness to, solicitation requirements, and to negotiate terms of the contract including reimbursement of the reasonable costs associated with ownership of the facility. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion regarding any clarification, correction, or revision of proposals. No disclosure of any information derived from proposals submitted by competing offerors shall occur when discussions are conducted. Award may be made to the offeror whose proposal is determined to be the most advantageous to the state, taking into consideration factors such as price and the evaluation criteria set forth in the request for proposals. If sold by sealed bid auction or public auction, the real estate shall be sold to the highest responsive and responsible bidder at a price acceptable to the Directors of Administrative Services and Rehabilitation and Correction. The Director of Administrative Services shall advertise the sealed proposal, sealed bid auction, or public auction by publication in a newspaper of general circulation in Marion County, once a week for three consecutive weeks before the date on which the sealed proposals or bids are to be opened or the auction takes place. The Director of Administrative Services shall notify the successful offeror or bidder in writing. The Director of Administrative Services may reject any or all bids.

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

(3) The sale of the facility, real estate, its improvements and chattels, shall be "as-is, where-is, with all faults" in its present condition. The state reserves the right to house inmates, and operate and manage the facility as a correctional institution, either with its own employees

or through an operations and management contract. If the facility is operated and managed through an operations and management contract, the contract shall not be awarded to the purchaser of the property without the state having rebid the operating and management contract for a term commencing after any then-current term expires. Any bid that seeks to combine the purchase of the facility with the right to operate and manage the facility through an operations and management contract shall stipulate and be conditioned upon the operations and management contract not becoming effective until the expiration of the current operations and management contract. In exchange for the right to house, operate, and manage the facility, the state shall negotiate and execute a contract with a successful purchaser for reimbursement of the reasonable costs associated with ownership of the facility. The contract and conveyance of the real estate shall be subject to an existing operation and management contract for the facility, dated August 31, 2011, with the Management and Training Corporation and the Department of Administrative Services, on behalf of the Department of Rehabilitation and Correction, or any successor operation and management contract for the facility, pursuant to section 9.06 of the Revised Code.

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

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

(b) Notwithstanding any provision of the Revised Code, authorization for the transfer to the purchaser of any supplies, equipment, furnishings, fixtures, or other assets of the state located at the facility considered necessary by the Directors of Rehabilitation and Correction and Administrative Services for the continued operation and management of the 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 binding commitment that irrevocably grants to the state a right, upon the occurrence of any triggering event described in division (C)(4)(c)(i) or (ii) of this section, and in accordance with division (C) of this section, to repurchase the facility. The triggering events and the procedures for a repurchase under the irrevocable grant described in this division are as follows:

(i) Before the purchaser, or the purchaser's successor in title, may resell or otherwise transfer the facility that is to be transferred under the purchase agreement, the purchaser or its successor or assign first must offer to the state the opportunity to repurchase the facility for a price not greater than the purchase price paid by the purchaser to the state for the facility, less depreciation from the time of the conveyance of the facility, to the purchaser or its successor or assign, plus the depreciated value of any capital improvements to the facility, that were made to it and funded by anyone other than the state subsequent to the conveyance to the purchaser. The repurchase opportunity described in this division shall be offered to the State of Ohio not less than one hundred twenty days before the purchaser or its successor or assign intends to resell or otherwise transfer the facility. After being offered the repurchase opportunity, the state has the right to repurchase the facility that is to be resold or otherwise transferred for the price described in this subdivision.

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

(d) A requirement that the purchase agreement is subject to the existing operation and management contract, under section 9.06 of the Revised Code, between the Management and Training Corporation and the Department of Administrative Services. If that contract is terminated, then the operation and management responsibilities shall be transferred to the Department of Rehabilitation and Correction unless it decides to competitively solicit such responsibilities to another contractor under similar terms and conditions that applied to that contract. The purchase agreement shall be subject to the right of the Department of Rehabilitation and Correction to operate and manage the facility or competitively solicit that right with a contractor unless the department decides it no longer needs to so use the facility. The Department of Rehabilitation and Correction or new contractor, whichever is applicable, is authorized to enter into an agreement with the Management and Training Corporation 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 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 facility and real estate shall be deposited into the state treasury to the credit of the Adult and Juvenile Correctional Facilities Bond Retirement Fund, and shall be used in accordance with section 5120.092 of the Revised Code.

(G) Upon payment of the purchase price, the Auditor of State, with the assistance of the Attorney General, shall prepare a deed to the real estate. The deed shall state the consideration and the terms and conditions. The deed 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 Marion County Recorder.

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

Section 4. (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 real property referred to as the halfway house facility and also known as the Turtle Creek Center, located at 5332 State Route 63, City of Lebanon, County of Warren, State of Ohio, ("facility") and described as follows:

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

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

(B)(1) The conveyance of the facility shall include any improvements and chattels

situated thereon. The conveyance 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. As used in this section, "halfway house facility" has the meaning defined in section 5120.102 of the Revised Code.

(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, including restrictions prohibiting the purchaser from occupying, using, or developing, or from selling, the real estate, or the facility thereon, except in conformance with the restrictions, or if the use, development, or sale will interfere with the quiet enjoyment of the neighboring state-owned land.

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

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

(C)(1) The Director of Administrative Services shall conduct a sale of the real estate by sealed bid auction or public auction, and the real estate shall be sold to the highest bidder at a price acceptable to the Directors of Administrative Services and Rehabilitation and Correction. The Director of Administrative Services shall advertise the sealed bid auction or public auction by publication in a newspaper of general circulation in Warren County, once a week for three consecutive weeks before the date on which the sealed bids are to be opened or the auction takes place. The Director of Administrative Services shall notify the successful bidder in writing. The Director of Administrative Services may reject any or all bids.

(2) The purchaser shall pay a deposit of ten per cent of the purchase price to the Director of Administrative Services not later than five business days after receiving notice that the purchaser's bid has been accepted, and shall enter into a real estate purchase agreement in the

form prescribed by the Department of Administrative Services. The purchaser shall pay the balance of the purchase price at closing, which shall occur not later than sixty days after execution of the purchase agreement. Payment shall be made by certified check made payable to the Treasurer of State. A purchaser who does not complete the conditions of the sale as prescribed in this division shall forfeit as liquidated damages the ten per cent deposit paid to the state. If a purchaser fails to complete the purchase, the Director may accept the next highest bid, subject to the foregoing conditions. If the Director rejects all bids, the Director may repeat the sealed bid auction or public auction.

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

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

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

(G) Upon payment of the purchase price, the Auditor of State, with the assistance of the Attorney General, shall prepare a deed to the real estate. The deed shall state the consideration and the terms and conditions. The deed 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 Warren County Recorder.

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

Section 5. (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 parcels of real estate:

TRACT ONE

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

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

thence along the west line of said Farm Lot North 2 degrees 02 minutes 38 seconds East 230.96 feet to an iron pin found;

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

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

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

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

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

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

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

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

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

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

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;

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;

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;

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

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

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,

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

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

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;

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

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

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

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.

PRIOR REFERENCE: Volume 369, Page 33, Athens County Deed Records

TRACT TWO

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

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.

PARCEL NOS. A029060008000, A029060008100, A029060008200

EXCEPTING the following described premises:

Situated in the City of Athens, County of Athens, State of Ohio, and Lease Lot 40, Town 9N, Range 14W, and bounded and described as follows:

PARCEL NO. 414WD

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

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

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

Thence along the southwesterly lines of the grantor's property and Lot 72 and the northeasterly line of a dedicated alley, North 48 degrees 10 minutes 04 seconds West a distance of 39.66 feet to a point in the proposed westerly right-of-way line of relocated Hooper Street, said point being 350.00 feet left of U.S.R. 33 and U.S.R. 50 Station 660+28.73;

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

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

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

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

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

TRACT THREE

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

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

thence on an assumed bearing North 34 Degrees 15 Minutes 56 Seconds West a distance of 884.71 feet to a set iron pin at the grantor's southeast corner, said set iron pin is witnessed by a found pin which bears South 5 Degrees 47 Minutes 09 Seconds 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 witnesses by a found iron pin which bears 66 Degrees 18 Minutes 56 Seconds East a distance of 4.51 feet;

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

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

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

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

Subject to all easements and right of ways of record.

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

PARCEL NOS. A029060001603 and A029060001700

TRACT FOUR

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

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

thence on an assumed bearing North 38 Degrees 26 Minutes 37 Seconds West a distance of 806.88 feet to a set iron pin on the grantor's east line, the west line of 20.982 acre tract described in Volume 238, Page 399 of the Athens County Official Records, said set iron pin is witnessed by a found $\frac{1}{2}$ inch rebar which bears South 02 Degrees 03 Minutes 11 Seconds West a distance of 1.00 foot, and said set iron pin is THE TRUE POINT OF BEGINNING;

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

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

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

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

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

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

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

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

Subject to all easements and rights of way of record.

PRIOR REFERENCE: Official Volume 302, Page 831, Athens County Deed Records.

PARCEL NOS.: A029060001801, A029060001901 and A029060002001.

TRACT FIVE

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

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

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

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

rebar which bears South 49 Degrees 23 Minutes 10 Seconds East a distance of 0.05 feet;

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

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

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

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

Subject to all easements and right of ways of record.

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

PARCEL NO: A029060007900

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

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

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

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

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

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

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

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

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

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

(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 real estate. The deed shall state the consideration and all the terms and conditions. The deed 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 6. (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:

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

Being part of Section 4, Township 9 North, Range 14 West being a part of the Ohio University parcels as recorded in deed volume 181 at page 115 and deed volume 181 at page 67 and beginning at a 5/8" rebar with identification cap set (PS6067) marking a point in the north line of the Ohio University parcel as recorded in Official Record 109 at page 215, said point bearing SOUTH 03°34'59" WEST, passing the south right of way line of East State Street at 2052.43 feet at total distance of 2628.44 feet from a point marking the northwest corner of said section 34 and SOUTH 87°11'05" WEST, 882.14 feet;

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

having a radius of 5776.72 feet;

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

thence with the east line of the said City of Athens parcel, NORTH $03^{\circ}13'32''$ EAST 668.27 feet to a $5/8''$ rebar with identification cap set (PS6067) marking a point in the south right of way line of East State Street as surveyed by URS Greiner Woodward Clyde company and on file in the City of Athens Engineers office;

thence with the said south right of way line of East State Street, NORTH $41^{\circ}57'00''$ EAST 17.66 feet to $5/8''$ rebar with identification cap set (PS6067);

thence continuing with the said south right of way line of East State Street, SOUTH $83^{\circ}57'45''$ EAST 247.42 feet to a PK (Parker Kalon Nail) set;

thence continuing with the said south right of way line of East State Street, SOUTH $38^{\circ}58'32''$ EAST 31.19 feet to a PK (Parker Kalon Nail) set;

thence continuing with the said south right of way line of East State Street, S $83^{\circ}57'45''$ EAST 71.86 feet to a $5/8''$ rebar with identification cap set (PS6067);

thence continuing with the said south right of way line of East State Street, NORTH $51^{\circ}03'49''$ EAST 31.20 feet to a PK (Parker Kalon Nail) set;

thence continuing with the said south right of way line of East State Street, SOUTH $83^{\circ}57'45''$ EAST 199.55 feet to a PK (Parker Kalon Nail) set marking the beginning of a tangential curve concave to the north having a radius of 11502.66 feet;

thence easterly 302.88 feet along said curve through a central angle of $1^{\circ}30'31''$, (whose chord bears SOUTH $84^{\circ}43'00''$ EAST, 302.87 feet) to a $5/8''$ rebar with identification cap set (PS6067);

thence continuing with the said south right of way line of East State Street, SOUTH $85^{\circ}28'16''$ EAST 75.81 feet to a $5/8''$ rebar with identification cap set (PS6067);

thence continuing with the said south right of way line of East State Street, SOUTH

45°29'45" EAST 19.46 feet to a PK (Parker Kalon Nail) set;

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

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

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

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

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

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

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

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

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

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

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

(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 7. (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:

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

Being part of Section 4, Township 9 North, Range 14 West being a part of the Ohio University parcel as recorded in deed volume 181 at page 115 and beginning at an iron pipe found in the north line of the Ohio University parcel as recorded in official record 109 at page 215, said point bearing SOUTH S 03°34'59" WEST, passing the south right of way line of East State Street at 2052.43 feet at total distance of 2628.44 feet from a point marking the northwest corner of said section 34 and SOUTH 87°11'05" WEST, 354.60 feet;

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

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

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

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

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

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

thence continuing with the said south line of East State Street, SOUTH 84°10'59" EAST, 73.70 feet to a 5/8" rebar with cap set (PS6067) set;

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;

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;

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;

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;

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;

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

Subject to all legal easements.

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

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

Aforesaid references recorded among the land records of Athens County, Ohio.

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

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

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

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

(3) Subsequent to the conveyance, any restrictions, exceptions, reservations, reversionary

interests, or other terms and conditions contained in the deed may be released by the state or Ohio University without the necessity of further legislation.

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

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

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

(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 8. (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:

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

Being part of Section 4, Township 9 North, Range 14 West and Section 34, Township 5 North, Range 13 West being the remainder of the Ohio University parcels as recorded in deed volume 223 at page 42, deed volume 181 at page 116, deed volume 223 at page 40 (First Tract), deed volume 253 at page 37 (First and Second Tract) and deed volume 253 at page 33, further being a part of Ohio University parcels as recorded in volume 181 at page 115, official record 109 at page 215 and official record 337 at page 109 and beginning at a 5/8" rebar with identification cap set marking a point in the south right of way line of East State Street as surveyed by URS Greiner Woodward Clyde company and on file in the City of Athens Engineers office and the line common to the said section 4 and section 34, said point bearing SOUTH S 03°34'59" WEST, 2052.43 feet from a point marking the northwest corner of said section 34;

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

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

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

cap (EMHT);

thence SOUTH $10^{\circ}26'46''$ WEST, 1.50 feet to a 1" iron pipe found with identification cap (EMHT) and the beginning of a non-tangential curve concave to the south having a radius of 11400.25 feet,

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

thence leaving the said south right of way line of East State Street and with the west line of said Cartee Land Development, Inc., SOUTH $04^{\circ}27'09''$ WEST, passing the northwest corner of Cartee Land Development, Inc. parcel as recorded in official record 336 at page 1250 a distance of 345.39 feet for a total distance of 435.44 feet to a 1" iron pipe found with identification cap (EMHT) marking a point (at right angle) 10 feet north of the center line of the former CSX railroad;

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

thence continuing with a line through the said Ohio University parcel, NORTH $06^{\circ}04'28''$ EAST, passing an iron pin found marking a point in the north line of the said Ohio University parcel and in the south line of Ohio University parcel as recorded in deed volume 118 at page 115 at 90.15 feet and continuing through said Ohio University parcel a total distance of 676.03 feet to a 5/8" rebar with identification cap set (PS 6067) marking a point in the said south right of way of East State Street;

thence with the said south right of way of East State Street, NORTH $47^{\circ}23'18''$ EAST, 12.72 feet to a 5/8" rebar with identification cap set (PS 6067);

thence continuing with the said south right of way of East State Street, SOUTH 83°57'34" EAST, 320.59 feet to the point of beginning. Containing 41.2611 acres.

Subject to all legal easements.

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

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

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

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

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

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

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

The purchaser shall pay a deposit of ten per cent of the purchase price to the Director of Administrative Services not later than five business days after receiving a notice that the

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

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

(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, Pages: 946-652 and 910-427. Said plat and deed references are on file at the Recorder's Office, Franklin County, Ohio. Said Tract 2, further shown, delineated and being more particularly described as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Containing 1.168 acres, more or less, all of which is out of Auditor's Parcel Number 010-

002659-00, Franklin County, Ohio.

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

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

This description is based upon a field survey performed by Columbus Engineering Consultants, Inc. in October 2003 and is based upon recorded deed descriptions, Inlots to City of Columbus (Plat Book 14, Page 27) plat, and on 60 scale plots pages I-3 and I-6, (on file at the City of Columbus Engineers Office). This description was prepared under the direct supervision of Steven L. Lamphear, Professional Registered Surveyor Number 7876.

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

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

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

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

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

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

(C)(1) The Director of Administrative Services is authorized to offer for sale the real

estate through either a sealed bid auction or public auction, as described in division (C)(2) of this section. The method of sale and disposition of the real estate shall be determined by the Director of Administrative Services and the Director of Job and Family Services.

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

The purchaser shall pay a deposit of ten per cent of the purchase price to the Director of Administrative Services not later than five business days after receiving a notice that the purchaser's bid has been accepted, and shall enter into a real estate purchase agreement in the form prescribed by the Department of Administrative Services. The purchaser shall pay the balance of the purchase price at closing, which shall occur not later than sixty days after execution of the purchase agreement. Payment shall be made in cash or by certified check made payable to the Treasurer of State. A purchaser who does not satisfy the conditions of the sale as prescribed in this section or the terms and conditions of the purchase agreement shall forfeit as liquidated damages the ten per cent deposit paid to the state. If a purchaser fails to complete the purchase, the Director may accept the next highest bid, subject to the foregoing conditions. If the Director rejects all bids, the Director may repeat the sealed bid auction or public auction, or may use the sale process described in division (C)(2) of this section.

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

(D) The purchaser 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 shall be deposited into the state treasury to the credit of the Unemployment Compensation Special Administrative Fund under section 4141.11 of the Revised Code.

(F) Upon 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 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 NAD 83(2011), Ohio State Plane South Zone Grid.

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

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

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

(B)(1) The conveyance shall include improvements and chattels situated on the real

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

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

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

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

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

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

estate.

(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:

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

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

Thence South 01° 31' 59" West, on a line parallel to and 35.00' distant from the west line of the east half of the Southeast Quarter of said Section 28, said line becomes the west line of a parcel of land now or formerly owned by Jerome E. & Judith Oleska, as evidenced in Volume

972 Pages 61 & 66, Ottawa County Official Records, which then becomes the west line of a parcel of land now or formerly owned by Arlene S. Bohling, Trustee, as evidenced in Volume 1293 Page 830, Ottawa County Official Records, 2,243.84 feet to a point on the north line of a parcel of land now or formerly owned by the State of Ohio, as evidenced in Volume 87 Page 365, Ottawa County Deed Records;

Thence North $89^{\circ} 31' 56''$ West, in the north line of said State of Ohio parcel, 35.00 feet to a point marking the intersection of the north line of said State of Ohio parcel with the west line of the east half of the Southeast Quarter of said Section 28;

Thence North $01^{\circ} 31' 59''$ East, in the west line of the east half of the Southeast Quarter of said Section 28, said line lying within the right-of-way of Camp Perry East Road, C.R. #171, (60 foot right-of-way), 2,243.87 feet to the point and place of beginning.

The above described parcel contains 1.803 acres of land of which 1.082 acres of land lie within the existing right-of-way limits of Camp Perry East Road, C.R. #171, (net area of 0.721 acres) and is subject to all legal rights-of-way and easements of record.

The above legal description was prepared by the office of the Ottawa County Engineer in April 2014, by Michael J. Wittman, Ohio Registered Professional Surveyor #7828 and is based upon a combination of survey data collected in November 2013 and other pertinent data of record in Ottawa County, Ohio. This description is also based on the assumption that the west line of the east half of the Southeast Quarter of Section 28, T7N R16E, Erie Township, Ottawa County, Ohio, bears North $01^{\circ} 31' 59''$ East.

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

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

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

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

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

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

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

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

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

(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 Ottawa County Recorder.

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

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:

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

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.

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

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

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

(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.

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

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

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

(D) The grantee shall pay all costs associated with the purchase, closing, and conveyance, including closing costs, 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 on this conveyance.

(E) Not later than sixty days after the effective date of this section, the Auditor of State, with the assistance of the Attorney General, shall prepare a deed to the real estate described in division (A) of this section. 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 Franklin County Recorder.

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

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

Description of a 0.809 Acre Tract

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

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

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

2) Thence S 01°43'23" W, a distance of 278.59 feet to an iron pin set;

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

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

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

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

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

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

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

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

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

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

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

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

(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

Situated in the State of Ohio, County of Union, City of Dublin, Township of Washington (of Franklin County), Virginia Military Survey Number 6748, being a part of a 14.004 acre tract in the name of Ohio University, an Instrumentality of the State of Ohio (the grantor), as recorded in Official Record 973, Page 13, all references being to those of record in the Recorder's Office, Union County, Ohio, and being more particular described as follows:

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

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

Thence, continuing along the Franklin/Union County Line, North 88 degrees 04 minutes 58 seconds West, a distance of 100.66 feet, to an iron pin (set) on the grantor's westerly property line and the easterly property line of a 4.563 acre tract in the name of Pewamo, Ltd., a Limited Liability Company, as recorded in Official Record 579, Page 727;

Thence, leaving the Franklin/Union County Line, along said property line, North 04 degrees 37 minutes 50 seconds West, a distance of 373.81 feet, to a magnail (set) on the southerly existing right of way line of State Route 161, and the southwesterly corner of a 0.609 acre tract in the name of the City of Dublin, Ohio, an Ohio Municipal Corporation, as recorded in Official Record 769, Page 599;

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

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

1. South 00 degrees 51 minutes 39 seconds West, a distance of 21.49 feet to an iron pin (set);
2. South 30 degrees 58 minutes 08 seconds East, a distance of 60.45 feet, to an iron pin (set);
3. Southeasterly, an arc distance of 211.46 feet, along the arc of a curve deflecting to the

right, having a central angle of 26 degrees 20 minutes 18 seconds, a radius of 460.00 feet, and a chord that bears South 17 degrees 47 minutes 59 seconds East, a distance of 209.60 feet, to an iron pin (set);

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

The bearings in the above description are based on grid north, 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.

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

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.

PARCEL 2-WD2

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

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

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

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

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

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

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

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.

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

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

(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.

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

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

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

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

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

(F) Upon payment of the purchase price, the Auditor of State, with the assistance of the Attorney General, shall prepare a 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 offices of the Franklin and Union County Recorders.

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

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

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 $76^{\circ}02'22''$ East, a distance of 862.52 feet, to an angle point;
2. South $79^{\circ}49'22''$ 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 $03^{\circ}44'43''$ 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 the said 49.198 acre tract:

1. North $46^{\circ}40'09''$ East, a distance of 236.55 feet, along a westerly line of said 49.198 acre tract to a 3/4 inch iron pipe found;

2. South $34^{\circ}42'36''$ East, a distance of 188.90 feet, to a 3/4 inch iron pipe found;

3. North $04^{\circ}04'31''$ East, a distance of 145.41 feet, to a 3/4 inch iron pipe set at the Point of True Beginning for the herein described tract:

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

1. North $04^{\circ}04'31''$ East, a distance of 377.62 feet, to a 3/4 inch iron pipe found;

2. South $86^{\circ}01'05''$ East, a distance of 1031.25 feet, to a 3/4 inch iron pipe found;

3. South $03^{\circ}28'31''$ West, a distance of 381.99 feet, to a 3/4 inch iron pipe set;

Thence North $85^{\circ}46'36''$ West, a distance of 1035.25 feet, across the said 49.198 acre tract to the Point of True Beginning, containing 9.009 acres more or less, which lies in Auditor's Tax Parcel 610-288199 and being subject to all easements, restrictions and rights-of-way of record.

The bearings shown herein are based on the Grid Bearing of North $79^{\circ}49'22''$ West for the centerline of Dublin-Granville Road, as established by a GPS network of field observations performed in August 2003, (State Plane Coordinate System, South Zone, 1986 adjustment, NAD 83).

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

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

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

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

(B) The subject real estate shall be conveyed 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 and the following reservations and restrictions:

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

(2) Grantor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of entry onto the subject real estate to cut, remove or lower any building, structure, poles, trees, or other object whether natural or otherwise, of a height in excess of Federal Aviation Regulation (FAR) Part 77 surfaces relating to the Ohio State University Airport. This public right shall include the right to mark or light as obstructions to air navigation, any and all buildings, structures, poles, trees, or other objects that may at any time project or extend above said surfaces.

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

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

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

(6) Grantee expressly agrees for itself, its successors and assigns, to not hereafter use,

permit, nor suffer use of the subject real estate in such a manner as to create a potential for attracting birds and other wildlife which may pose a hazard to aircraft.

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

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

(D) To accommodate the simultaneous transfers of title, the Auditor of State, with the assistance of the Attorney General, shall prepare a deed to convey the subject real estate to grantee. The deed 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 at closing. The grantee shall present the deed for recording in the office of the Franklin County Recorder.

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

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

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

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

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

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

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

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

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

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

The above described area is contained within Lucas County Auditors Permanent Parcel Number 18-04802 listed as Parcel VI within Lucas County Deed Volume 1959 on pages 113 &

114 having a total area of 65,779.29 Square Feet (meas.) or 1.510 (meas.) Acres of land more or less which has an existing PRO of 35,202.69 (meas.) Square Feet or 0.808 (meas.) Acre, more or less and having a residue parcel total area of 30,575.63 (meas.) Square Feet or 0.702 (meas.) Acre of Land.

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

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

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

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

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

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

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

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

(3) Subsequent to the conveyance, any restrictions, exceptions, reservations, reversionary

interests, or other terms and conditions contained in the deed may be released by the state or the University of Toledo without the necessity of further legislation.

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

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

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

(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 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.

Section 17. (A) The Governor may execute a deed in the name of the state conveying to the GT Technologies, Inc., a Delaware corporation, and to its successors and assigns, all of the state's right, title, and interest in the following described real estate:

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

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

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

Thence North 00 degrees 07 minutes 31 seconds East along the East line of the West one-half of the Southeast quarter of said Section 4, passing the existing centerline of right of way of Hill Avenue at a record distance of 322.56 feet, a record distance of 363.56 feet to a MAG nail

found on the Northerly existing right of way of Hill Ave., said point being the southwesterly property corner of the Grantor and the TRUE POINT OF BEGINNING;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(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;

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;

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;

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;

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;

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;

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;

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.

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

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

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

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

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

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

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

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

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

(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 19. (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:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(E) The net proceeds of the sale 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 20. (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:

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:

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;

Thence along a southerly line of Lot 8138, N72°45'13"W a distance of 161.22 feet;

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;

Thence continuing along said southerly line, N34°47'23"W a distance of 46.31 feet;

Thence along lines through said Lot 8138, the following four (4) courses:

1. N75°24'41"E a distance of 28.10 feet;
2. S87°56'01"E a distance of 55.74 feet;
3. S84°09'33"E a distance of 123.94 feet;
4. S85°41'06"E a distance of 27.53 feet to a point in the east line of said Lot 8138;

Thence along the east line of said lot, S29°19'07"W a distance of 37.00 feet;

Thence along lines through said Lot 8138, the following four (4) courses:

1. N84°02'28"W a distance of 99.24 feet;
2. N86°57'26"W a distance of 18.87 feet;
3. N89°29'04"W a distance of 33.93 feet;
4. S78°45'56"W a distance of 38.36 feet to the Point of Beginning.

The above described parcel containing 7,553 square feet more or less.

The foregoing description may be adjusted by the Department of Administrative Services

to accommodate any corrections necessary to facilitate recordation of the easement document.

(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.

(C) The Director of Administrative Services shall prepare and execute the perpetual water line easement document affecting the subject real estate.

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

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

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

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

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

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

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

Thence N 51°31'15" E, with said northwest line of the City of Massillon parcel and southeast line of the State of Ohio parcel 16.00 feet to a nail in concrete found at the northwest

corner of said City of Massillon parcel and the True Point of Beginning;

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

1. Thence with a non-tangent curve turning to the left with an arc length of 492.47 feet, a radius of 493.27 feet, a delta angle of $57^{\circ}12'10''$, a chord bearing of $N 15^{\circ}35'38'' E$, and a chord length of 472.27 feet to a MAG nail set;

2. Thence $N 76^{\circ}45'38'' E$, a distance of 203.26 feet to a rebar set at a point of curvature;

3. Thence with a curve turning to the right with an arc length of 50.49 feet, a radius of 59.00 feet, a delta angle of $49^{\circ}02'19''$, a chord bearing of $S 78^{\circ}43'12'' E$, and with a chord length of 48.97 feet, to a rebar set at a point of tangency;

4. Thence $S 54^{\circ}12'21'' E$, a distance of 269.66 feet to a rebar set;

5. Thence $S 47^{\circ}55' 12'' E$, a distance of 110.42 feet to a rebar set on the east line of said State of Ohio parcel;

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

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

7. Thence $S 03^{\circ}11'52'' W$, continuing with the west line of said Out Lot 1031 and said 18.322 acre parcel so conveyed to the City of Massillon a distance of 529.90 feet to a 5/8 inch rebar found at the northeast corner of said 19.201 acre City of Massillon parcel and the southeast corner of said State of Ohio parcel.

8. Thence $N 73^{\circ}17'55'' W$, with the north line of said 19.201 acre City of Massillon parcel a distance of 201.68 feet to a MAG nail found;

9. Thence $N 53^{\circ}11'29'' W$, with the north line of said 19.201 acre City of Massillon parcel a distance of 265.96 feet to a 5/8 inch rebar with cap inscribed "HINTON" found;

10. Thence $N 66^{\circ}44'59'' W$, with the north line of said 19.201 acre City of Massillon parcel a distance of 248.35 feet to the point of beginning.

The above described parcel contains an area of 7.956 acres, which is 346,556 square feet,

none of which is in the public right of way, as surveyed under the direction of Joseph A. Corall, Ohio P.S. 6911 of Hammontree & Associates, Limited, Engineers, Planners and Surveyors of North Canton, Ohio in October 2014.

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

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

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

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

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

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

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

If Quest Recovery and Prevention Services, Inc., does not complete the purchase of the real estate and close within the time period provided in the real estate purchase agreement, the Director of Administrative Services may use any reasonable method of sale considered acceptable by the Department of Mental Health and Addiction Services to locate an alternate grantee willing to purchase the real estate. In that event, the Department of Mental Health and

Addiction Services shall pay all advertising costs, additional fees, and other costs incident to the sale of the real estate.

(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 use and possession of the subject real estate shall be governed by an existing interim lease between the Department of Administrative Services and the grantee.

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

Speaker _____ *of the House of Representatives.*

President _____ *of the Senate.*

Passed _____, 20____

Approved _____, 20____

Governor.

The section numbering of law of a general and permanent nature is complete and in conformity with the Revised Code.

Director, Legislative Service Commission.

Filed in the office of the Secretary of State at Columbus, Ohio, on the ____ day of _____, A. D. 20____.

Secretary of State.

File No. _____ Effective Date _____