

_____ moved to amend as follows:

1

Engross the bill as directed by the commands in the
amendments attached hereto, ignoring matter extraneous to those
commands

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INDEX

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The following amendments are attached hereto:

6

Amendment No.	Subject
am_134_3413	Director of Budget and Management warrant
am_134_3414	Secretary of State
am_134_3415-2	Land conveyance
am_134_3463-1	Election workers excluded from PERS membership
am_134_3464	Department of Natural Resources

7

The motion was _____ agreed to.

8

Am. H. B. No. 377

As Passed by the House

_____ moved to amend as follows:

In line 1 of the title, after "To" insert "amend section 124.81 of
the Revised Code and to" 9 10

In line 2 of the title, after "to" insert "correct an outdated
reference to state treasury warrants and to" 11 12

After line 3, insert: 13

"**Section 1.** That section 124.81 of the Revised Code be
amended to read as follows: 14 15

Sec. 124.81. (A) Except as provided in division (F) of
this section, the department of administrative services in
consultation with the superintendent of insurance shall
negotiate with and, in accordance with the competitive selection
procedures of Chapter 125. of the Revised Code, contract with
one or more insurance companies authorized to do business in
this state, for the issuance of one of the following: 16 17 18 19 20 21 22

(1) A policy of group life insurance covering all state
employees who are paid directly by warrant of the ~~state~~
~~auditor~~director of budget and management, including elected
state officials; 23 24 25 26

(2) A combined policy, or coordinated policies of one or more insurance companies or health insuring corporations in combination with one or more insurance companies providing group life and health, medical, hospital, dental, or surgical insurance, or any combination thereof, covering all such employees;

(3) A policy that may include, but is not limited to, hospitalization, surgical, major medical, dental, vision, and medical care, disability, hearing aids, prescription drugs, group life, life, sickness, and accident insurance, group legal services, or a combination of the above benefits for some or all of the employees paid in accordance with section 124.152 of the Revised Code and for some or all of the employees listed in divisions (B) (2) and (4) of section 124.14 of the Revised Code, and their immediate dependents.

(B) The department of administrative services in consultation with the superintendent of insurance shall negotiate with and, in accordance with the competitive selection procedures of Chapter 125. of the Revised Code, contract with one or more insurance companies authorized to do business in this state, for the issuance of a policy of group life insurance covering all municipal and county court judges. The amount of such coverage shall be an amount equal to the aggregate salary set forth for each municipal court judge in sections 141.04 and 1901.11 of the Revised Code, and set forth for each county court judge in sections 141.04 and 1907.16 of the Revised Code.

(C) If a state employee uses all accumulated sick leave and then goes on an extended medical disability, the policyholder shall continue at no cost to the employee the coverage of the group life insurance for such employee for the period of such extended leave, but not beyond three years.

(D) If a state employee insured under a group life insurance policy as provided in division (A) of this section is laid off pursuant to section 124.32 of the Revised Code, such employee by request to the policyholder, made no later than the effective date of the layoff, may elect to continue the employee's group life insurance for the one-year period through which the employee may be considered to be on laid-off status by paying the policyholder through payroll deduction or otherwise twelve times the monthly premium computed at the existing average rate for the group life case for the amount of the employee's insurance thereunder at the time of the employee's layoff. The policyholder shall pay the premiums to the insurance company at the time of the next regular monthly premium payment for the actively insured employees and furnish the company appropriate data as to such laid-off employees. At the time an employee receives written notice of a layoff, the policyholder shall also give such employee written notice of the opportunity to continue group life insurance in accordance with this division. When such laid-off employee is reinstated for active work before the end of the one-year period, the employee shall be reclassified as insured again as an active employee under the group and appropriate refunds for the number of full months of unearned premium payment shall be made by the policyholder.

(E) This section does not affect the conversion rights of an insured employee when the employee's group insurance terminates under the policy.

(F) Notwithstanding division (A) of this section, the department may provide benefits equivalent to those that may be paid under a policy issued by an insurance company, or the department may, to comply with a collectively bargained contract, enter into an agreement with a jointly administered trust fund which receives contributions pursuant to a collective

bargaining agreement entered into between this state, or any of
its political subdivisions, and any collective bargaining
representative of the employees of this state or any political
subdivision for the purpose of providing for self-insurance of
all risk in the provision of fringe benefits similar to those
that may be paid pursuant to division (A) of this section, and
the jointly administered trust fund may provide through the
self-insurance method specific fringe benefits as authorized by
the rules of the board of trustees of the jointly administered
trust fund. Amounts from the fund may be used to pay direct and
indirect costs that are attributable to consultants or a third-
party administrator and that are necessary to administer this
section. Benefits provided under this section include, but are
not limited to, hospitalization, surgical care, major medical
care, disability, dental care, vision care, medical care,
hearing aids, prescription drugs, group life insurance, sickness
and accident insurance, group legal services, or a combination
of the above benefits, for the employees and their immediate
dependents.

(G) Notwithstanding any other provision of the Revised
Code, any public employer, including the state, and any of its
political subdivisions, including, but not limited to, any
county, county hospital, municipal corporation, township, park
district, school district, state institution of higher
education, public or special district, state agency, authority,
commission, or board, or any other branch of public employment,
and any collective bargaining representative of employees of the
state or any political subdivision may agree in a collective
bargaining agreement that any mutually agreed fringe benefit
including, but not limited to, hospitalization, surgical care,
major medical care, disability, dental care, vision care,
medical care, hearing aids, prescription drugs, group life

insurance, sickness and accident insurance, group legal 122
services, or a combination thereof, for employees and their 123
dependents be provided through a mutually agreed upon 124
contribution to a jointly administered trust fund. Amounts from 125
the fund may be used to pay direct and indirect costs that are 126
attributable to consultants or a third-party administrator and 127
that are necessary to administer this section. The amount, type, 128
and structure of fringe benefits provided under this division is 129
subject to the determination of the board of trustees of the 130
jointly administered trust fund. Notwithstanding any other 131
provision of the Revised Code, competitive bidding does not 132
apply to the purchase of fringe benefits for employees under 133
this division through a jointly administered trust fund. 134

Section 2. That existing section 124.81 of the Revised 135
Code is hereby repealed." 136

In line 4, delete "1" and insert "3" 137

In line 21, delete "2" and insert "4" 138

The motion was _____ agreed to.

SYNOPSIS 139

Director of Budget and Management warrant 140

R.C. 124.81 141

Corrects an outdated reference to specify the Director of 142
Budget and Management, not the Auditor of State, draws warrants 143
from the state treasury. (The function of drawing state treasury 144
warrants was transferred from the Auditor to the Director in 145
2006.) 146

Am. H. B. No. 377

As Passed by the House

_____ moved to amend as follows:

In line 2 of the title, after "Assembly" insert ", Section 7 of S.B. 147
9 and Section 7 of S.B. 11, both of the 134th General Assembly" 148

In line 3 of the title, after "recovery" insert ", and to make a 149
supplemental appropriation for the August 2, 2022, primary election" 150

After line 3, insert: 151

"Section 1. All items in this act are hereby appropriated 152
as designated out of any moneys in the state treasury to the 153
credit of the designated fund. For all operating appropriations 154
made in this act, those in the first column are for fiscal year 155
2022 and those in the second column are for fiscal year 2023. 156
The operating appropriations made in this act are in addition to 157
any other operating appropriations made for the FY 2022-FY 2023 158
biennium. 159

Section 2. 160

161

1 2 3 4 5

A	SOS SECRETARY OF STATE				
B	Dedicated Purpose Fund Group				
C	5FG0	050620	BOE	\$20,000,00	\$0
			Reimbursement	0	
			and Education		
D	TOTAL Dedicated Purpose Fund Group			\$20,000,00	\$0
				0	
E	TOTAL ALL BUDGET FUND GROUPS			\$20,000,00	\$0
				0	

BOE REIMBURSEMENT AND EDUCATION 162

The foregoing appropriation item 050620, BOE Reimbursement 163
and Education, shall be used to provide financial assistance to 164
county boards of elections to conduct the second 2022 primary 165
election. An amount equal to the unexpended, unencumbered 166
portion of the foregoing appropriation item 050620, BOE 167
Reimbursement and Education, at the end of fiscal year 2022 is 168
hereby reappropriated to the Secretary of State for the same 169
purpose in fiscal year 2023. 170

On the effective date of this section, or as soon as 171
possible thereafter, the Director of Budget and Management shall 172
transfer \$20,000,000 cash from the General Revenue Fund to the 173
BOE Reimbursement and Education Fund (Fund 5FG0). 174

On December 31, 2022, or as soon as possible thereafter, 175
the Director of Budget and Management shall transfer cash in an 176
amount equal to the unexpended, unencumbered portion of the 177
foregoing appropriation item 050620, BOE Reimbursement and 178
Education, as of December 31, 2022, from the BOE Reimbursement 179

and Education Fund (Fund 5FG0) to the General Revenue Fund. 180

Section 3. Within the limits set forth in this act, the 181
Director of Budget and Management shall establish accounts 182
indicating the source and amount of funds for each appropriation 183
made in this act, and shall determine the form and manner in 184
which appropriation accounts shall be maintained. Expenditures 185
from operating appropriations contained in this act shall be 186
accounted for as though made in H.B. 110 of the 134th General 187
Assembly. The operating appropriations made in this act are 188
subject to all provisions of H.B. 110 of the 134th General 189
Assembly that are generally applicable to such appropriations. 190

Section 4. That Section 7 of S.B. 9 of the 134th General 191
Assembly be amended to read as follows: 192

Sec. 7. 193

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	1	2	3	4	5
A	SOS SECRETARY OF STATE				
B	Dedicated Purpose Fund Group				
C	5FG0	050620	BOE Reimbursement and Education	\$9,000,000	\$0
D	TOTAL DPF Dedicated Purpose Fund Group			\$9,000,000	\$0
E	TOTAL ALL BUDGET FUND GROUPS			\$9,000,000	\$0

BOE REIMBURSEMENT AND EDUCATION 195

The foregoing appropriation item 050620, BOE Reimbursement 196
and Education, shall be used to provide financial assistance to 197

county boards of elections for the 2022 primary election. An 198
amount equal to the unexpended, unencumbered portion of the 199
foregoing appropriation item 050620, BOE Reimbursement and 200
Education, at the end of fiscal year 2022 is hereby 201
reappropriated to the Secretary of State for the same purpose in 202
fiscal year 2023. 203

On ~~the effective date of this section~~ March 9, 2022, or as 204
soon as possible thereafter, the Director of Budget and 205
Management shall transfer \$9,000,000 cash from the General 206
Revenue Fund to the BOE Reimbursement and Education Fund (Fund 207
5FG0). 208

On ~~October 1~~ December 31, 2022, or as soon as possible 209
thereafter, the Director of Budget and Management shall transfer 210
cash in an amount equal to the unexpended, unencumbered portion 211
of the foregoing appropriation item 050620, BOE Reimbursement 212
and Education, as of ~~October 1, 2022~~ December 31, 2022, from the 213
BOE Reimbursement and Education Fund (Fund 5FG0) to the General 214
Revenue Fund. 215

Section 5. That existing Section 7 of S.B. 9 of the 134th 216
General Assembly is hereby repealed. 217

Section 6. That Section 7 of S.B. 11 of the 134th General 218
Assembly be amended to read as follows: 219

Sec. 7. 220

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1 2 3 4 5

A SOS SECRETARY OF STATE

B Dedicated Purpose Fund Group

C	5FG0	050620	BOE Reimbursement and Education	\$200,000	\$0
D	TOTAL DPF Dedicated Purpose Fund Group			\$200,000	\$0
E	TOTAL ALL BUDGET FUND GROUPS			\$200,000	\$0

BOE REIMBURSEMENT AND EDUCATION 222

The foregoing appropriation item 050620, BOE Reimbursement and Education, shall be used by the Secretary of State to implement the requirements pertaining to uniform and overseas absent voter's ballots contained in Section 5 of this act. An amount equal to the unexpended, unencumbered portion of the foregoing appropriation item 050620, BOE Reimbursement and Education, at the end of fiscal year 2022 is hereby reappropriated to the Secretary of State for the same purpose in fiscal year 2023. 223 224 225 226 227 228 229 230 231

On the effective date of this section, or as soon as possible thereafter, the Director of Budget and Management shall transfer \$200,000 cash from the General Revenue Fund, to the BOE Reimbursement and Education Fund (Fund 5FG0). 232 233 234 235

On ~~October 1~~December 31, 2022, or as soon as possible thereafter, the Director of Budget and Management shall transfer cash in an amount equal to the unexpended, unencumbered portion of the foregoing appropriation item 050620, BOE Reimbursement and Education, as of ~~October 1~~December 31, 2022, from the BOE Reimbursement and Education Fund (Fund 5FG0) to the General Revenue Fund (GRF). 236 237 238 239 240 241 242

Section 7. That existing Section 7 of S.B. 11 of the 134th General Assembly is hereby repealed." 243 244

In line 4, delete "1" and insert "8" 245

In line 21, delete "2" and insert "9"

246

The motion was _____ agreed to.

SYNOPSIS

247

Secretary of State

248

Sections 1, 2, 3, 4, 5, 6, and 7

249

Appropriates \$20,000,000 in FY 2022 to the BOE
Reimbursement and Education Fund (Fund 5FG0) line item 050620,
BOE Reimbursement and Education, to be used by the Secretary of
State to provide financial assistance to county boards of
elections for conducting the second 2022 primary election.
Reappropriates the unexpended, unencumbered portion of the
appropriation for the same use in FY 2023.

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Requires the Director of Budget and Management to transfer
\$20.0 million cash from the General Revenue Fund to Fund 5FG0 on
the effective date of the section or as soon as possible
thereafter.

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Requires the Director of Budget and Management, on
December 31, 2022, or as soon as possible thereafter, to
transfer cash equal to the unexpended, unencumbered portion of
the \$20.0 million appropriation from Fund 5FG0 back to the GRF.

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Changes the date by which the Director of Budget and
Management must transfer cash equal to the unexpended,
unencumbered portion of (1) the \$9.0 million provided to boards
of elections in S.B. 9 of the 134th General Assembly, and (2)
the \$200,000 provided to boards of elections in S.B. 11 of the
134th General Assembly, from October 1, 2022, to December 31,

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2022, thus aligning the dates of these required cash transfers	271
with the cash transfer from Fund 5FG0 to the GRF required under	272
Section 2 of this amendment.	273

Am. H. B. No. 377

As Passed by the House

_____ moved to amend as follows:

In line 3 of the title, after "recovery" insert "and to convey 274
state-owned land" 275

After line 22, insert: 276

"Section 3. (A) The Governor may execute a Governor's Deed 277
in the name of the State conveying to the City of St. Marys, 278
Ohio ("Grantee"), and its successors and assigns, all of the 279
State's right, title, and interest in the following described 280
real estate: 281

Situated in the County of Auglaize in the State of Ohio 282
and in the City of St. Marys and being bounded and described as 283
follows: 284

All of Out Lot Fifty-seven (57), Out Lot Fifty-six (56) 285
and one hundred thirty-eight (138) feet off the West end of 286
Block Forty (40) of the East Addition to said City. 287

Parcel Number: K3204900100 288

Prior Instrument Reference: Deed Volume 106, Page 455 and 289
Deed Volume 128, Page 64 290

The foregoing legal description may be corrected or 291
modified by the Department of Administrative Services to a final 292
form if such corrections or modifications are needed to 293
facilitate recordation of the deed. 294

(B) (1) The conveyance includes improvements and chattels 295
situated on the real estate, and is subject to all easements, 296
covenants, conditions, leases, and restrictions of record: all 297
legal highways and public rights-of-way; zoning, building, and 298
other laws, ordinances, restrictions, and regulations; and real 299
estate taxes and assessments not yet due and payable. The real 300
estate shall be conveyed in an "as-is, where-is, with all 301
faults" condition. 302

(2) The deed for the conveyance of the real estate may 303
contain restrictions, exceptions, reservations, reversionary 304
interests, and other terms and conditions the Director of 305
Administrative Services determines to be in the best interest of 306
the State. 307

(3) Subsequent to the conveyance, any restrictions, 308
exceptions, reservations, reversionary interests, or other terms 309
and conditions contained in the deed may be released by the 310
State or the Ohio Adjutant General's Department without the 311
necessity of further legislation. 312

(C) Consideration for the conveyance of the real estate 313
described in division (A) of this section shall be at a price 314
acceptable to the Director of Administrative Services and the 315
Ohio Adjutant General. 316

The Director of Administrative Services shall offer the 317
real estate to the City of St. Marys, Ohio through a real estate 318
purchase agreement. If the City of St. Marys, Ohio does not 319
accept the offer to purchase or complete the purchase of the 320
real estate within the time period provided in the real estate 321

purchase agreement, the Director of Administrative Services may
use any reasonable method of sale considered acceptable by the
Ohio Adjutant General to determine an alternate grantee willing
to complete the purchase within three years after the effective
date of this section. The Ohio Adjutant General's Department
shall pay all advertising costs, additional fees, and other
costs incident to the sale of the real estate.

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

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

The proceeds of the sale shall be deposited into the state
treasury to the credit of the Armory Improvements Fund (Fund
5340) under section 5911.10 of the Revised Code.

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

(G) This section shall expire three (3) years after its
effective date.

Section 4. (A) The Governor may execute one or more
Governor's Deeds in the name of the State conveying to the
selected Purchaser or Purchasers, their heirs, successors and
assigns, to be determined in the manner provided in division (C)
of this section, all of the State's right, title, and interest
in the following described real estate:

PARCEL NO. ONE:

Situate in the Township of Pease, County of Belmont, and
State of Ohio, and known as and being a part of the Southeast
Quarter of Section 33, Township 3, and Range 2, being more
particularly described as follows:

Beginning at a six-inch concrete monument (found) at the
Southwest corner of Lot Number One (1) in the Hamilton and
Krehlik Subdivision, Plat of which is of record in Cabinet C,
Slide 326, Record of Plats, Belmont County, Ohio (the westerly
line of said Lot bears North 7° 01' 21" East), said Southwest
corner being common to lands of William A. Hamilton (Deed Volume
626, Page 859) and Barbara Hess (Deed Volume 628, Page 880).
Thence from this place of beginning, and with the Hamilton and
Hess common lines, the following two (2) courses and distances:
(1) North 72° 57' 17" West 370.23 feet to a 5/8 inch iron pin
(set); and (2) North 1° 24' 30" East 554.54 feet to a railroad
spike (set) in County Road No. 30, passing on line a 5/8 inch
iron pin (set) at 524.54 feet; thence, through lands of
Hamilton, the following three (3) courses and distances: (1)
South 89° 18' 34" West, along said road, 18.84 feet to a point;
(2) South 3° 38' 35" West 543.06 feet to a 3/4 inch iron pin
(set), passing on line a 5/8 inch iron pin (set) at 30.07 feet;
and (3) North 89° 35' 45" West 454.99 feet to a mine roof bolt
(found) at the Southeast corner of tract containing 2.757 acres,
conveyed to Robert M. Meager and Donna J. Meager by deed of

record in Volume 587, Page 113, Record of Deeds, Belmont County, 384
Ohio; thence, with the southerly line of said tract, common to 385
lands of Hamilton, South 61° 07' 51" West 471.89 feet to a mine 386
roof bolt (found) at the Southwest corner of said tract, which 387
Southwest corner is common to lands of Hamilton and the tract 388
containing 2.687 acres, conveyed to Sandra Yeager by deed dated 389
November 7, 1986, of record in Volume 637, Page 17, Record of 390
Deeds, Belmont County, Ohio; thence, with the southerly line of 391
said 2.687 acre tract, common to lands of Hamilton, South 74° 392
01' 24" West 299.73 feet to a 5/8 inch iron pin (set); thence, 393
through lands of Hamilton, the following three (3) courses and 394
distances: (1) South 56° 13' 57" East 641.52 feet to a 3/4 inch 395
iron pin (set); (2) South 14° 30' 17" East 1048.79 feet to a 3/4 396
inch iron pin (set); and (3) North 31° 42' 25" East 1803.77 feet 397
to a 2-inch inside diameter iron pipe (found) at the Southeast 398
corner of said Lot Number One (1) in said Subdivision referred 399
to above, passing on line 5/8 inch iron pins (set) at 660.25 400
feet and 1463.85 feet, said Southeast corner being common to 401
lands of Hamilton and lands of Michael Krehlik and Golda Krehlik 402
(Deed Volume 317, Page 341); thence, with the southerly line of 403
said Lot, common to lands of Hamilton, North 83° 00' 28" West 404
195.41 feet to the place of beginning, containing 29.293 acres, 405
more or less. Now known as Outlot 536 in the Village of 406
Bridgeport, Ohio. 407

Subject to all legal highways. 408

Being a part of the same premises conveyed and transferred 409
to the Grantor herein by deed dated October 17, 1945, of record 410
in Volume 350, Page 258, and by Certificate of Transfer dated 411
June 19, 1985, of record in Volume 626, Page 859, Record of 412
Deeds, Belmont County, Ohio, being a part of Tract One, as 413
described in said Certificate of Transfer. 414

Giving and granting to the Grantees herein, their heirs
and assigns, a right-of-way and easement 20.00 feet in width,
for purposes of ingress and egress to and from the above-
described real estate, to be used for roadway purposes, in
common with others, the center line of said easement being more
particularly described as follows:

Beginning at a point on the southerly line of tract
containing 2.687 acres, conveyed to Sandra Yeager by deed dated
November 7, 1986, of record in Volume 637, Page 17, Record of
Deeds, Belmont County, Ohio, which point bears North 74° 01' 24"
East 42.01 feet from an 8 1/2 inch by 9 inch stone, marking the
southwesterly corner of said tract. Thence from this place of
beginning South 56° 13' 57" East 100.00 feet.

Reserving to the Grantor herein, his heirs and assigns,
right-of-way and easement 20.00 feet in width, to be used for
roadway purposes, for ingress and egress, in common with others,
the center line of which is more particularly described as
follows:

Beginning at a point in the center of County Road No. 30,
which point bears South 89° 18' 34" West 10.00 feet from the
northwesterly corner of tract containing 5.221 acres, conveyed
to Barbara Hess by deed dated September 20, 1985, of record in
Volume 628, Page 880, Record of Deeds, Belmont County, Ohio.
Thence from this place of beginning South 2° 27' 13" West 548.66
feet to a point, from which a 5/8 inch iron pin marking the
southwesterly corner of said Hess tract bears South 72° 57' 17"
East 20.77 feet; thence South 12° 43' 48" West 185.22 feet to a
point; thence South 7° 33' 38" West 398.83 feet to a point;
thence South 8° 30' 16" East 99.31 feet to a point; thence South
62° 01' 38" East 268.85 feet to a point on the southeasterly
line of the tract containing 29.293 acres, hereinabove described

and hereby conveyed, from which point a 5/8 inch iron pin on 446
said line bears South 31° 42' 25" West 365.44 feet. 447

The foregoing descriptions were prepared after actual 448
survey of the premises by Don S. Kyer, Professional Surveyor No. 449
6948, 67745 Homeside Addition, St. Clairsville, OH 43950, on or 450
about July 26, 1986. 451

All iron pins set as boundary markers in the survey of the 452
above described real estate are solid rebar, identified by a cap 453
inscribed "Don S. Kyers, 6948". All bearings in the foregoing 454
descriptions are based on the recorded bearing of the westerly 455
line of Lot Number One (1) in the Hamilton and Krehlik 456
Subdivision, Plat of which is of record in Cabinet C, Slide 326, 457
Record of Plats, Belmont County, Ohio. 458

Excepting all coal, minerals and mining rights heretofore 459
conveyed and granted; subject to all easements and rights-of-way 460
heretofore granted and appearing of record. 461

Prior instrument reference: Vol. 641, Page 401, Belmont 462
County Deed Records. 463

PARCEL NO. TWO: 464

Situated in the Township of Pease, County of Belmont State 465
of Ohio, and known as and being a part of the Southeast Quarter 466
of Section 33, Township 3 and Range 2, being more particularly 467
described as follows: 468

Beginning at a railroad spike (set) in the center of 469
County Road No. 30, which spike marks the Northwest corner tract 470
containing 5.221 acres, conveyed to Barbara Hess deed of record 471
in Volume 628, Page 880, Record of Deeds, Belmont County, Ohio, 472
which corner is also common to lands of William A. Hamilton 473
(Deed Volume 626, Page 859), which spike a 6 inch concrete 474
monument (found) marking the Southwest corner of Lot Number One 475

(1) in the Hamilton Krehlik Subdivision, Plat of which is of 476
record in Cabinet C, Slide 326, Record of Plats, Belmont County, 477
Ohio, bears the following two (2) courses and distances: (1) 478
South 1° 24' 30" West 554.54 feet; and (2) North 72° 57' 17" 479
West 370.23 feet (the westerly line of said Lot bears North 7° 480
01' 21" East). 481

Thence, from this place of beginning, and with the 482
westerly line of Hess, common to the lands of Hamilton, South 1° 483
24' 30" West 554.54 feet to the Southwest corner of the Hess 484
tract marked by an iron pin (set), passing on line and iron pin 485
(set) at 30.00 feet; thence, leaving said westerly line, North 486
3° 36' 12" East 552.10 feet to a point on the northly line of 487
the Hess tract in said road, passing on line an iron pin (set) 488
at 522.23 feet; thence, with said northerly line, common to 489
lands of Hamilton, North 80° 57' 43" West 21.33 feet to the 490
place of beginning, containing 0.135 acre, more or less. Subject 491
to all legal highways. Now known as Outlot 542 in the Village of 492
Bridgeport Ohio. 493

Grantees are acquiring the above described premises as an 494
adjoining land owner to increase the size of their present 495
building site and for public road frontage, and not as an 496
additional building site. 497

Being a part of the same premises conveyed to the Grantor 498
herein by deed dated September 20, 1985, of record in Volume 499
628, Page 880, Record of Deeds, Belmont County, Ohio. 500

The foregoing description was prepared after actual survey 501
of the premises by Don S. Kyer, Professional Surveyor No. 6948, 502
67745 Homeside Addition, St. Clairsville, Ohio 43950, on or 503
about July 26, 1986. 504

All iron pins set as boundary markers in the survey of the 505
above described real estate are solid rebar, identified by a cap 506

inscribed "Don S. Kyer, 6948". All bearings in the foregoing 507
description are based on the recorded bearing of the westerly 508
line of Lot Number One (1) in the Hamilton and Krehlik 509
Subdivision, Plat of which is of record in Cabinet C. Slide 326, 510
Record of Plats, Belmont County, Ohio. 511

Being also a part of the same premises conveyed to Thomas 512
A. Hess (who is also known as Thomas Hess) by deed dated March 513
30, 1987, of record in Volume 640, Page 2, Record of Deeds, 514
Belmont County, Ohio. 515

Excepting all coal, minerals and mining rights heretofore 516
conveyed and granted; subject to all easements and rights of way 517
heretofore granted and appearing of record. 518

Prior instrument reference: Vol. 641, Page 405, Belmont 519
County Deed Records. 520

Subject to a right of way and easement 20.00 feet in 521
width, over and across the following described real estate: 522

Situated in the Township of Pease, County of Belmont, and 523
State of Ohio, and known as and being a part of the Southeast 524
Quarter of Section 33, Township 3, and Range 2, being more fully 525
described as follows: 526

Beginning at a mine roof bolt (found) at the Southwest 527
corner of a 2.757 acre tract conveyed to Robert M. Meager Jr. 528
and J. Meager by deed dated July 31, 1979, in Volume 587, Page 529
113, Record of Deeds, said bolt also being the Southeast corner 530
of the herein described tract, from which a 6 inch diameter 531
concrete monument (found) at the Southwest corner of Lot 1, 532
Hamilton and Krehlik Subdivision, as recorded in Cabinet C, 533
Slide 326, Plat Records of Belmont County, Ohio, bears the 534
following two (2) courses and distances: (1) North 61° 07' 51" 535
East along Meager's South line 471.89 feet; thence leaving said 536

line (2) South 81° 41' 15" East 857.70 feet, the West line of 537
said Lot bears North 7° 01' 21" East; thence from said place of 538
beginning South 74° 01' 28" West along the South line of the 539
herein described tract 352.14 feet to the Southwest corner 540
thereof, marked by a 8 1/2 inch 9 inch marked stone (found) six 541
inches below ground surface; thence North 29° 47' 57" West along 542
a line in common with Hamilton and Griffin 303.81 feet to a 543
railroad spike (set) in the center of Kirkwood Heights Road, 544
passing on line a 5/8 inch iron pin (set) at 273.81 feet, said 545
spike also being the Northwest corner of the herein described 546
tract; thence, leaving said line and along said road, the 547
following three (3) courses and distances: (1) North 74° 57' 38" 548
East 237.69 feet to a railroad spike (set); thence (2) North 68° 549
57' 26" East 91.87 feet to a railroad spike(set); thence (3) 550
North 58° 04' 01" East 106.96 feet to a railroad spike (set) at 551
the Northwest corner of Meager's aforesaid tract, said spike 552
also being the Northeast corner of the herein described tract; 553
thence, leaving said road, South 14° 42' 26" East along Meager's 554
West line 328.72 feet, passing on line a mine roof bolt (found) 555
at 82.61 feet, to the place of beginning, containing 2.687 556
acres, more or less. 557

The above description was prepared from the results of a 558
survey in June, 1985, by Don S. Kyer, P.S. No. 6948. 559

Being the same premises conveyed to Sandra Yeager, the 560
Grantor herein, by deed dated November 7, 1986, of record in 561
Volume 637, Page 17, Record of Deeds, Belmont County, Ohio. 562

The center line of the right-of-way and easement herein 563
granted is more particularly described as follows: 564

Beginning at a point on the northerly line of said tract 565
containing 2.687 acres, conveyed to Sandra Yeager by said deed 566
dated November 7, 1986, of record in Volume 637, Page17, Record 567

of Deeds, Belmont County, Ohio, said point being also in the 568
center of County Road No. 30 and bears North 74° 57' 38" East 569
30.91 feet from the northwesterly corner of said tract. Thence 570
from this place of beginning South 31° 50' 08" East 306.17 feet 571
to a point on the southerly line of said tract, from which point 572
an 8 1/2 inch by 9 inch stone, marking the southwesterly corner 573
of said tract, bears South 74° 01' 24" West 42.01 feet. 574

All bearings in this description are based on those given 575
in said deed of record in Volume 637, Page 17, Record of Deeds, 576
Belmont County, Ohio. 577

The foregoing description was prepared after actual survey 578
of the premises by Don S. Kyer, Professional Surveyor No. 6948, 579
67745 Homeside Addition, St. Clairsville, Ohio 43950, on or 580
about July 26, 1986. 581

Prior Instrument Reference: Vol. 638, Page 403, Deed 582
Records of Belmont County, Ohio. 583

Also subject to a deed of easement to Ohio Power Company 584
in Deed Vol. 801, Pg. 485, of the Deed Records of Belmont 585
County, Ohio. 586

Prior Instrument References: 587

Vol. 641, Page 401 588

Vol. 641, Page 405 589

Vol. 638, Page 403 590

Vol. 801, Page 485 591

The foregoing legal descriptions may be corrected or 592
modified by the Department of Administrative Services to a final 593
form if such corrections or modifications are needed to 594
facilitate recordation of the deed or deeds. 595

(B) (1) The conveyance or conveyances include improvements 596
and chattels situated on the real estate, and are subject to all 597
easements, covenants, conditions, leases, and restrictions of 598
record; all legal highways and public rights-of-way; zoning, 599
building, and other laws, ordinances, restrictions, and 600
regulations; and real estate taxes and assessments not yet due 601
and payable. The real estate shall be conveyed in an "as-is, 602
where-is, with all faults" condition. 603

(2) The deed or deeds for conveyance of the real estate 604
may contain restrictions, exceptions, reservations, reversionary 605
interests, and other terms and conditions the Director of 606
Administrative Services determines to be in the best interest of 607
the State. 608

(3) Subsequent to the conveyance, any restrictions, 609
exceptions, reservations, reversionary interests, or other terms 610
and conditions contained in the deed may be released by the 611
State or the Department of Administrative Services without the 612
necessity of further legislation. 613

(4) The deed or deeds may contain restrictions prohibiting 614
the grantee or grantees from occupying, using, or developing, or 615
from selling, the real estate such that the use or alienation 616
will interfere with the quiet enjoyment of neighboring state- 617
owned land or state-occupied land. 618

(C) The Director of Administrative Services shall conduct 619
a sale of the real estate by sealed bid auction or public 620
auction, and the real estate shall be sold to the highest bidder 621
at a price acceptable to the Director of Administrative 622
Services. The Director of Administrative Services shall 623
advertise the sealed bid auction or public auction by 624
publication in a newspaper of general circulation in Belmont 625
County, once a week for three consecutive weeks before the date 626

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

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

The Department of Administrative Services, Multi-Agency
Radio Communication System Program Office shall pay advertising
and other costs incident to the sale of the real estate.

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

(E) Except as otherwise specified above, the Purchaser

shall pay all costs associated with the purchase, closing and 658
conveyance, including surveys, title evidence, title insurance, 659
transfer costs and fees, recording costs and fees, taxes, and 660
any other fees, assessments, and costs that may be imposed. 661

The proceeds of the sale shall be deposited into the state 662
treasury to the credit of the MARCS Administration Fund (Fund 663
5C20) under section 4501.29 of the Revised Code. 664

(F) Upon execution of the real estate purchase agreement, 665
the Director of the Department of Administrative Services, with 666
the assistance of the Attorney General, shall prepare a 667
Governor's Deed or Governor's Deeds to the real estate described 668
in division (A) of this section. The Governor's Deed or 669
Governor's Deeds shall state the consideration and shall be 670
executed by the Governor in the name of the State, countersigned 671
by the Secretary of State, sealed with the Great Seal of the 672
State, presented in the Department of Administrative Services 673
for recording, and delivered to the Purchaser or Purchasers. The 674
Purchaser or Purchasers shall present the Governor's Deed or 675
Governor's Deeds for recording in the Office of the Belmont 676
County Recorder. 677

(G) This section shall expire three (3) years after its 678
effective date. 679

Section 5. (A) The Governor may execute a Governor's Deed 680
in the name of the State conveying to the City of Columbus, 681
Ohio, a municipal corporation ("Grantee"), and its successors 682
and assigns, to be determined in the manner provided in division 683
(C) of this section, all of the State's right, title, and 684
interest in the following described real estate: 685

Situate in the State of Ohio, County of Franklin, City of 686
Columbus, being in Virginia Military Survey Number 2668, being 687
part of Lot 1 of M.L. Sullivant's Land of record in Plat Book 688

11, Page 21, being part of Lot 6, Lot 9, Lot 10, Lot 11 and a
vacated portion of Doren Avenue of A.J. Ryan's Subdivision
(Destroyed by fire) of record in Plat Book 2, Page 41, and being
part of a 24 acre tract as conveyed to the State of Ohio in Deed
Book 103, Page 174 and being part of a 22 acre tract as conveyed
to the State of Ohio in Deed Book 103, Page 178, all references
to Recorder's Office, Franklin County, Ohio and being more
particularly bounded as follows:

Being a parcel of land lying on the left side of the
centerline of right-of-way and construction of Sullivant Avenue
made by E.P. Ferris & Associates, Inc., and being located within
the following described points in the boundary thereof:

COMMENCING at a 3/8" by 8" mag spike with a 1" diameter
head, with a 1.5" diameter brass washer stamped "EP FERRIS
SURVEYOR 8342" set, being on the intersection of the centerline
of Ryan Avenue with Sullivant Avenue (60') centerline, being the
southeasterly corner of said 22 acre tract, also being on the
northeasterly corner of a tract conveyed to Devin Frazee in
Instrument Number 201903110027316, said mag spike set being said
Sullivant Avenue centerline Station 186+27.41 and Ryan Avenue
centerline Station 300+00, and being the TRUE POINT OF BEGINNING
of the parcel herein intended to be described;

Thence along the centerline of said Sullivant Avenue,
along the southeasterly lines of said Lot 6, Lot 9, Lot 10, and
Lot 11 of said A.J. Ryan's Subdivision, along the southeasterly
lines of said 22 acre and said 24 acre tract, along the
northwesterly lines of said tract conveyed to Devin Frazee, along
the northwesterly line of a tract conveyed to Derek Carter in
Instrument Number 200504220075318, along the northwesterly line
of a tract as conveyed to RF Properties, LLC in Instrument
Number 201209060131325, along the northwesterly line of a tract

conveyed to Arnold L. Baker in Instrument Number 720
201810050136076, along the northwesterly line of a tract 721
conveyed to Jane Mercer in Deed Book 293, Page 567, and along 722
the northwesterly line of a tract conveyed to Bruce P. Morgan in 723
Official Record Volume 18425, Page C20, South 76 degrees 37 724
minutes 57 seconds West, 2,139.82 feet to a 3/8" by 8" mag spike 725
with a 1" diameter head, with a 1.5" diameter brass washer 726
stamped "EP FERRIS SURVEYOR 8342" set, being the southwesterly 727
corner of said 24 acre tract, said mag spike set being said 728
Sullivant Avenue centerlins Station 164+87.59; 729

Thence across said Sullivant Avenue right-of-way, along 730
the westerly line of said 24 acre tract, North 04 degrees 04 731
minutes 36 seconds West, 30.40 feet to an iron pin set, being on 732
the northwesterly right-of-way line of said Sullivant Avenue, 733
also being on the southeasterly corner of Lot 16 of Buckingham 734
Heights of record in Plat Book 14, Page 4, as conveyed to Hill- 735
Wiedemann, LCC in Instrument Number 200107060154017, said iron 736
pin being 30.00 feet left of said Sullivant Avenue centerline 737
Station 164+92.50; 738

Thence along the northwesterly right-of-way line of said 739
Sullivant Avenue, across said 24 acre and said 22 acre tract, 740
across said Lot 6, Lot 9, Lot 10, Lot 11, and said vacated Doren 741
Avenue of said A.J. Ryan's Subdivision, North 76 degrees 37 742
minutes 57 seconds East, 2,137.41 feet to a 3/8" by 8" mag spike 743
with a 1" diameter head, with a 1.5" diameter brass washer 744
stamped "EP FERRIS SURVEYOR 8342" set, being on the easterly 745
line of said 22 acre tract, also being on the centerline of 746
right-of-way of Ryan Avenue, said mag spike set being 30.00 feet 747
left of said Sullivant Avenue centerline Station 186+29.91 and 748
said Ryan Avenue centerline Station 300+30.10; 749

Thence along the centerline of said Ryan Avenue, along the 750

easterly line of said 22 acre tract, across said Sullivant 751
Avenue right-of-way, South 08 degrees 36 minutes 55 seconds 752
East, 30.10 feet to a 3/8" by 8" mag spike with a 1" diameter 753
head, with a 1.5" diameter brass washer stamped "EP FERRIS 754
SURVEYOR 8342" set, being on the intersection of the centerline 755
of said Ryan Avenue with said Sullivant Avenue centerline, being 756
the southeasterly corner of said 22 acre tract, also being on 757
the northeasterly corner of said tract conveyed to Devin Frazee, 758
and being the TRUE POINT OF BEGINNING; 759

Subject to all legal rights-of-way, easements, and 760
restrictions, if any, of previous record. 761

The above-described parcel contains 1.473 acres, of which 762
1.473 acres are contained within Franklin County Auditor's 763
Parcel Number 010-066929, of which 1.473 acres in the present 764
road occupied, resulting in a net take of 0.000 acres from 765
Parcel Number 010-066929. 766

The bearings in this description are based on the Ohio 767
State Plane Coordinate System, South Zone, (NAD 83, 2011 768
Adjustment). Said bearings originated from a field traverse 769
which was referenced to said coordinate system by GPS 770
observations of selected stations in the Ohio Departments of 771
Transportation Virtual Reference Station network. The portion of 772
the centerline of right-of-way of Sullivant Avenue having a 773
bearing of North 76 degrees 37 minutes 57 seconds East, 774
designated "basis of bearing". 775

The stationing referenced herein is based on an arbitrary 776
station where the centerline of Sullivant Avenue intersects with 777
the centerline of South Ogden Avenue, being Station 104+84.61. 778

Iron pins set are 5/8" x 30" rebar with yellow plastic cap 779
stamped "EP FERRIS SURVEYOR 8342" on top. 780

Mag spikes set are 3/8" x 8" spikes with a 1" diameter 781
head with a 1.5" diameter brass washer stamped "EP FERRIS 782
SURVEYOR 8342" on top. 783

This description was prepared by Matthew Lee Sloat, Ohio 784
Registered Professional Surveyor 8342, and is based on field 785
surveys conducted by E.P. Ferris and Associates, Inc. in 786
December 2020 under the direct supervision of Matthew Lee Sloat, 787
Ohio Registered Professional Surveyor 8342. 788

The foregoing legal description may be corrected or 789
modified by the Department of Administrative Services to a final 790
form if such corrections or modifications are needed to 791
facilitate recordation of the deed. 792

(B) (1) The conveyance includes improvements and chattels 793
situated on the real estate, and is subject to all easements, 794
covenants, conditions, leases, and restrictions of record: all 795
legal highways and public rights-of-way; zoning, building, and 796
other laws, ordinances, restrictions, and regulations; and real 797
estate taxes and assessments not yet due and payable. The real 798
estate shall be conveyed in an "as-is, where-is, with all 799
faults" condition. 800

(2) The deed for the conveyance of the real estate may 801
contain restrictions, exceptions, reservations, reversionary 802
interests, and other terms and conditions the Director of 803
Administrative Services determines to be in the best interest of 804
the State. 805

(3) Subsequent to the conveyance, any restrictions, 806
exceptions, reservations, reversionary interests, or other terms 807
and conditions contained in the deed may be released by the 808
State or the Department of Developmental Disabilities without 809
the necessity of further legislation. 810

(C) The Director of Administrative Services shall offer the real estate to the City of Columbus, Ohio through a real estate purchase agreement. Consideration for the conveyance of the real estate described in division (A) of this section shall be One and 00/100 Dollar (\$1.00). If the City of Columbus, Ohio does not complete the purchase of the real estate within the time period provided in the real estate purchase agreement, the Director of Administrative Services may use any reasonable method of sale considered acceptable by the Department of Developmental Disabilities to determine an alternate grantee willing to complete the purchase for consideration acceptable to the Department of Developmental Disabilities within three (3) years after the effective date of this section. The Department of Developmental Disabilities shall pay all advertising costs, additional fees, and other costs incident to the sale of the real estate to an alternate grantee.

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

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

The proceeds of the sale shall be deposited into the state treasury to the credit of the Mental Health Facilities Improvement Fund (Fund 7033) for the benefit of the Department of Developmental Disabilities, or another fund designated by the Director of the Office of Budget and Management.

(F) (1) Upon execution of the real estate purchase agreement, the Director of the Department of Administrative Services, with the assistance of the Attorney General, shall

prepare a Governor's Deed to the real estate described in 842
division (A) of this section. The Governor's Deed shall state 843
the consideration and shall be executed by the Governor in the 844
name of the State, countersigned by the Secretary of State, 845
sealed with the Great Seal of the State, presented in the 846
Department of Administrative Services for recording, and 847
delivered to the Grantee. The Grantee shall present the 848
Governor's Deed for recording in the Office of the Franklin 849
County Recorder. 850

(2) The Governor's Deed may contain a restriction stating 851
that prior to any subsequent sale or transfer of the real estate 852
described in division (A) of this section, the Grantee shall 853
offer the real estate described in division (A) of this section 854
to the State of Ohio at the same purchase price provided in 855
division (C) of this section and at the sole option and 856
discretion of the Director of Administrative Services and 857
Director of Developmental Disabilities. 858

(G) This section shall expire three (3) years after its 859
effective date. 860

Section 6. (A) Notwithstanding division (A) (5) of section 861
123.01 of the Revised Code, the Director of Administrative 862
Services may execute a perpetual easement in the name of the 863
State with the City of Columbus, Ohio, a municipal corporation, 864
and its successors and assigns, for traffic control purposes 865
burdening the following described real estate: 866

Situate in the State of Ohio, County of Franklin, City of 867
Columbus, being in Virginia Military Survey Number 2668, being 868
part of Lot 1 of M.L. Sullivant's Land of record in Plat Book 869
11, Page 21, and being part of a 24 acre tract as conveyed to 870
the State of Ohio in Deed Book 1 03, Page 174, all references to 871
Recorder's Office, Franklin County, Ohio and being more 872

particularly bounded as follows:

Being a parcel of land lying on the left side of the centerline of right-of-way and construction of Sullivant Avenue made by E.P. Ferris & Associates, Inc., and being located within the following described points in the boundary thereof:

COMMENCING at a 3/8" by 8" mag spike with a 1" diameter head, with a 1.5" diameter brass washer stamped "EP FERRIS SURVEYOR 8342" set, being in the centerline of Sullivant Avenue (60'), being said Sullivant Avenue centerline Station 186+27.41;

Thence along said centerline, South 76 degrees 37 minutes 57 seconds West, 1,497.53 feet to a point, being on the southeasterly line of said 24 acre tract, said point being said Sullivant Avenue centerline Station 171+29.88;

Thence across said Sullivant Avenue right-of-way, across said 24 acre tract, North 13 degrees 22 minutes 03 seconds West, 30.00 feet to a 5/8" x 30" rebar with yellow plastic cap stamped "EP FERRIS SURVEYOR 8342" set, being on the northwesterly right-of-way line of said Sullivant Avenue, said rebar set being 30.00 feet left of said Sullivant Avenue centerline Station 171+29.88 and 47.74 feet right of Townsend Avenue (Private) centerline Station 500+35.07, and being the TRUE POINT OF BEGINNING of the parcel herein intended to be described;

Thence along the northwesterly right-of-way line of said Sullivant Avenue, across said 24 acre tract, South 76 degrees 37 minutes 57 seconds West, 110.91 feet to a 5/8" x 30" rebar with yellow plastic cap stamped "EP FERRIS SURVEYOR 8342" set, said rebar set being 30.00 feet left of said Sullivant Avenue centerline Station 170+18.97 and 62.58 feet left of said Townsend Avenue centerline Station 500+23.72;

Thence continuing across said 24 acre tract, North 13

degrees 22 minutes 03 seconds West, 8.00 feet to a 5/8" x 30" 903
rebar with yellow plastic cap stamped "EP FERRIS SURVEYOR 8342" 904
set, said rebar set being 38.00 feet left of said Sullivant 905
Avenue centerline Station 170+ 18.97 and 63.40 feet left of said 906
Townsend Avenue centerline Station 500+31.67; 907

Thence continuing across said 24 acre tract, North 76 908
degrees 37 minutes 57 seconds East, 110.91 feet to a 5/8" x 30" 909
rebar with yellow plastic cap stamped "EP FERRIS SURVEYOR 8342" 910
set, said rebar set being 38.00 feet left of said Sullivant 911
Avenue centerline Station 171+29.88 and 46.92 feet right of said 912
Townsend Avenue centerline Station 500+43.03; 913

Thence continuing across said 24 acre tract, South 13 914
degrees 22 minutes 03 seconds East, 8.00 feet to the POINT OF 915
TRUE BEGINNING; 916

Subject to all legal rights-of-way, easements, and 917
restrictions, if any, of previous record. 918

The above described parcel contains 0.020 acres, of which 919
0.020 acres are contained within Franklin County Auditor's 920
Parcel 010-066929, of which 0.000 acres are in the present road 921
occupied, resulting in a net take of 0.020 acres from Parcel 922
Number 010-066929. 923

The bearings in this description are based on the Ohio 924
State Plane Coordinate System, South Zone, (NAD 83, 2011 925
Adjustment). Said bearings originated from a field traverse 926
which was referenced to said coordinate system by GPS 927
observations of selected stations in the Ohio Departments of 928
Transportation Virtual Reference Station network. The portion of 929
the centerline of right-of-way of Sullivant Avenue having a 930
bearing of North 76 degrees 37 minutes 57 seconds East, 931
designated "basis of bearing". 932

All monuments found are in good condition unless otherwise noted. 933
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Iron pins set are 5/8" x 30" rebar with yellow plastic cap stamped "EP FERRIS SURVEYOR 8342" on top. 935
936

Mag spikes set are 3/8" x 8" spikes with a 1" diameter head with a 1.5" diameter brass washer stamped "EP FERRIS SURVEYOR 8342" on top. 937
938
939

The stationing referenced herein is based on an arbitrary station where the centerline of Sullivant Avenue intersects with the centerline of South Ogden Avenue, being Station 104+84.61. 940
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942

This description was prepared by Matthew Lee Sloat, Ohio Registered Professional Surveyor 8342, and is based on field surveys conducted by E.P. Ferris and Associates, Inc. in December 2020 under the direct supervision of Matthew Lee Sloat, Ohio Registered Professional Surveyor 8342. 943
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The foregoing legal description may be corrected or modified by the Department of Administrative Services to a final form if such corrections or modifications are needed to facilitate recordation of the perpetual easement. 948
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(B) The perpetual easement shall state the obligations of, and the duties to be observed and performed by the City of Columbus, Ohio, with regard to the perpetual easement, and require the City of Columbus, Ohio to assume perpetual responsibility for operating, maintaining, repairing, renewing, reconstructing, and replacing the traffic control devices, signals, poles, pedestals, cabinets, control boxes, detectors, beacons, ADA ramps, sidewalks, paths, and pavement markings upon the real estate described in division (A) of this section. 952
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(C) Consideration for the granting of the perpetual easement shall be Two Thousand Three Hundred Forty and 00/100 961
962

Dollars (\$2,340.00). 963

(D) The Director of the Department of Administrative 964
Services, shall prepare the perpetual easement. The perpetual 965
easement shall state the consideration and the terms and 966
conditions for the granting of the perpetual easement. The 967
perpetual easement shall be executed by the Director of the 968
Department of Administrative Services in the name of the State, 969
be kept in the records of the Department of Administrative 970
Services, and delivered to the City of Columbus, Ohio. The City 971
of Columbus, Ohio, shall present the perpetual easement for 972
recording in the Office of the Franklin County Recorder. The 973
City of Columbus, Ohio, shall pay the costs associated with 974
recording the perpetual easement. 975

(E) This section shall expire three (3) years after its 976
effective date. 977

Section 7. (A) The Governor may execute a Governor's Deed 978
in the name of the State conveying to the City of Columbus, 979
Ohio, a municipal corporation ("Grantee"), and its successors 980
and assigns, to be determined in the manner provided in division 981
(C) of this section, all of the State's right, title, and 982
interest in the following described real estate: 983

Situated in the State of Ohio, County of Franklin, City of 984
Columbus, being part of Virginia Military Survey No. 2666, part 985
of Lot 1 of M.L. Sullivant's Land Plat, as the same is numbered 986
and delineated upon the recorded plat thereof, of record in Plat 987
Book 11, Page 21, Franklin County Recorder's Office, and part of 988
the 24 Acres and 123 Poles conveyed to the Trustees of Ohio 989
State Asylum for Idiots as shown of record in Deed Book 103, 990
Page 174 and being more particularly described as follows: 991

Beginning at a point being the southeast corner of Lot 16 992
of Buckingham Heights (P.B. 14, Page 4), being thirty (30) feet 993

north of the centerline of Sullivant Avenue (60' feet wide) and 994
being on the west line of said Lot 1; 995

Thence, along part of the west line of said Lot 1, along 996
the east line of said Lot 16 and along the east line of a 997
sixteen (16) foot wide Alley as shown on said Buckingham 998
Heights, North 03° 56' 07" West, 450.00 feet to a point; 999

Thence, across said Lot 1 the following four (4) courses: 1000

- 1) North 76° 37' 57" East, 303.18 feet to a point; 1001
- 2) South 06° 54' 31" East, 276.20 feet to a point; 1002
- 3) North 81° 51' 28" East, 221.46 feet to a point; 1003
- 4) South 07° 49' 00" East, 150.00 feet to a point on the 1004
north right of way line of said Sullivant Avenue; 1005

Thence, across said Lot 1, along the north right of way 1006
line of said Sullivant Avenue, South 76°37' 57" West, 551.88 1007
feet to the place of beginning CONTAINING 4.029 ACRES (175,491 1008
SF). Iron pipes set are 30" x 1" O.D. with a plastic plug 1009
inscribed "MYERS P.S. 6579" unless otherwise noted. The bearings 1010
are based on the Ohio State Plane Coordinate System, South Zone, 1011
NAD 83 (NSRS 2011 Adjustment). Said bearings were derived from 1012
GPS Observations of selected stations in Ohio Department of 1013
Transportation Virtual Reference Station Network. The north 1014
right of way line for Sullivant Avenue, between the monuments 1015
shown hereon, have a bearing of South 76°37' 57" West, is 1016
designated as the basis of bearings for this survey. 1017

The foregoing legal description may be corrected or 1018
modified by the Department of Administrative Services to a final 1019
form if such corrections or modifications are needed to 1020
facilitate recordation of the deed. 1021

(B) (1) The conveyance includes improvements and chattels 1022

situated on the real estate, and is subject to all easements, 1023
covenants, conditions, leases, and restrictions of record: all 1024
legal highways and public rights-of-way; zoning, building, and 1025
other laws, ordinances, restrictions, and regulations; and real 1026
estate taxes and assessments not yet due and payable. The real 1027
estate shall be conveyed in an "as-is, where-is, with all 1028
faults" condition. 1029

(2) The deed for conveyance of the real estate may contain 1030
restrictions, exceptions, reservations, reversionary interests, 1031
and other terms and conditions the Director of Administrative 1032
Services determines to be in the best interest of the State. 1033

(3) Subsequent to the conveyance, any restrictions, 1034
exceptions, reservations, reversionary interests, or other terms 1035
and conditions contained in the deed may be released by the 1036
State or the Department of Developmental Disabilities without 1037
the necessity of further legislation. 1038

(C) The Director of Administrative Services shall offer 1039
the real estate to the City of Columbus, Ohio through a real 1040
estate purchase agreement. Consideration for the conveyance of 1041
the real estate described in division (A) of this section shall 1042
be Three Hundred Sixty-Three Thousand and 00/100 Dollars 1043
(\$363,000.00). If the City of Columbus, Ohio does not complete 1044
the purchase of the real estate within the time period provided 1045
in the real estate purchase agreement, the Director of 1046
Administrative Services may use any reasonable method of sale 1047
considered acceptable by the Department of Developmental 1048
Disabilities to determine an alternate grantee willing to 1049
complete the purchase for a consideration acceptable to the 1050
Department of Developmental Disabilities within three (3) years 1051
after the effective date of this section. The Department of 1052
Developmental Disabilities shall pay all advertising costs, 1053

additional fees, and other costs incident to the sale of the 1054
real estate to an alternate grantee. 1055

(D) The real estate described in division (A) of this 1056
section shall be sold as an entire tract and not in parcels. 1057

(E) Except as otherwise specified above, the Grantee shall 1058
pay all costs associated with the purchase, closing and 1059
conveyance, including surveys, title evidence, title insurance, 1060
transfer costs and fees, recording costs and fees, taxes, and 1061
any other fees, assessments, and costs that may be imposed. 1062

The proceeds of the sale shall be deposited into the state 1063
treasury to the credit of the Mental Health Facilities 1064
Improvement Fund (Fund 7033) for the benefit of the Department 1065
of Developmental Disabilities, or another fund designated by the 1066
Director of the Office of Budget and Management. 1067

(F) Upon execution of the real estate purchase agreement, 1068
the Director of the Department of Administrative Services, with 1069
the assistance of the Attorney General, shall prepare a 1070
Governor's Deed to the real estate described in division (A) of 1071
this section. The Governor's Deed shall state the consideration 1072
and shall be executed by the Governor in the name of the State, 1073
countersigned by the Secretary of State, sealed with the Great 1074
Seal of the State, presented in the Department of Administrative 1075
Services for recording, and delivered to the Grantee. The 1076
Grantee shall present the Governor's Deed for recording in the 1077
Office of the Franklin County Recorder. 1078

(G) This section shall expire three (3) years after its 1079
effective date. 1080

Section 8. (A) The Governor may execute a Governor's Deed 1081
in the name of the State conveying to the selected Purchaser or 1082
Purchasers, their heirs, successors and assigns, to be 1083

determined in the manner provided in division (C) of this 1084
section, all of the State's right, title, and interest in the 1085
following described real estate: 1086

Situate in the Township of Harrison, County of Montgomery 1087
and State of Ohio, and being a part of the 31.08 acre tract in 1088
the northeast quarter of Section 3, Town 2, Range 6 East, 1089
described in the deed from Henrietta Schoettlendrier to Sophia 1090
Hahn, dated March 14, 1903, and recorded in Deed Book 253, Page 1091
151, Montgomery County records, bounded and described as 1092
follows: 1093

Beginning at a point in the north line of said Section 3 1094
and eleven and 0/10 (11.0) feet east of the northwest corner of 1095
said northeast quarter, being also one hundred (100) feet 1096
measured at right angles east of the centerline of State Route 1097
25; thence south 1° 45' east with the east line of a 0.554 acre 1098
tract conveyed to the State of Ohio by deed dated June 17, 1941, 1099
and recorded in Deed Book 966, Page 207, Montgomery County 1100
records, two hundred forty-two (242) feet to an iron pin; thence 1101
north 88° 15' east one hundred eighty (180) feet to an iron pin; 1102
thence north 1° 45' west two hundred forty-two (242) feet to an 1103
iron pin in the north line of said Section 3 and in the center 1104
of the Stop Light Road; thence with the north line of said 1105
Section 3, south 88° 15' west one hundred eighty (180) feet to 1106
the place of beginning, containing one (1) acre. 1107

Montgomery County Parcel No.: E21 01003 0083 1108

Prior Instrument Reference: Montgomery County Recorder 1109
Deed Book 1435, Page 88 1110

The foregoing legal description may be corrected or 1111
modified by the Department of Administrative Services to a final 1112
form if such corrections or modifications are needed to 1113
facilitate recordation of the deed. 1114

(B) (1) The conveyance includes improvements and chattels 1115
situated on the real estate, and is subject to all easements, 1116
covenants, conditions, leases, and restrictions of record; all 1117
legal highways and public rights-of-way; zoning, building, and 1118
other laws, ordinances, restrictions, and regulations; and real 1119
estate taxes and assessments not yet due and payable. The real 1120
estate shall be conveyed in an "as-is, where-is, with all 1121
faults" condition. 1122

(2) The deed for conveyance of the real estate may contain 1123
restrictions, exceptions, reservations, reversionary interests, 1124
and other terms and conditions the Director of Administrative 1125
Services determines to be in the best interest of the State. 1126

(3) Subsequent to the conveyance, any restrictions, 1127
exceptions, reservations, reversionary interests, or other terms 1128
and conditions contained in the deed may be released by the 1129
State or the Department of Public Safety without the necessity 1130
of further legislation. 1131

(C) The Director of Administrative Services shall conduct 1132
a sale of the real estate by sealed bid auction or public 1133
auction, and the real estate shall be sold to the highest bidder 1134
at a price acceptable to the Director of Administrative Services 1135
and the Department of Public Safety. The Director of 1136
Administrative Services shall advertise the sealed bid auction 1137
or public auction by publication in a newspaper of general 1138
circulation in Montgomery County, once a week for three 1139
consecutive weeks before the date on which the sealed bids are 1140
to be opened. The Director of Administrative Services shall 1141
notify the successful bidder in writing. The Director of 1142
Administrative Services may reject any or all bids. 1143

The purchaser shall pay ten percent of the purchase price 1144
to the Department of Administrative Services within five 1145

business days after receiving notice the bid has been accepted. 1146
When the deposit has been received, the Department of 1147
Administrative Services and purchaser shall enter into a real 1148
estate purchase agreement, in the form prescribed by the 1149
Department of Administrative Services. The purchaser shall pay 1150
the balance of the purchase price to the Department of 1151
Administrative Services within sixty days after receiving notice 1152
the bid has been accepted. Payment may be made by bank draft or 1153
certified check made payable to the Treasurer of State. A 1154
purchaser who does not complete the conditions of the sale as 1155
prescribed in this division shall forfeit the ten percent of the 1156
purchase price paid to the state as liquidated damages. If a 1157
purchaser fails to complete the purchase, the Director of 1158
Administrative Services may accept the next highest bid, subject 1159
to the foregoing conditions. If the Director of Administrative 1160
Services rejects all bids, the Department of Administrative 1161
Services may repeat the sealed bid auction, or may use an 1162
alternative sale process that is acceptable to the Department of 1163
Public Safety. 1164

The Department of Public Safety shall pay advertising and 1165
other costs incident to the sale of the real estate. 1166

(D) The real estate described in division (A) of this 1167
section shall be sold as an entire tract and not in parcels. 1168

(E) Except as otherwise specified above, the purchaser 1169
shall pay all costs associated with the purchase, closing and 1170
conveyance, including surveys, title evidence, title insurance, 1171
transfer costs and fees, recording costs and fees, taxes, and 1172
any other fees, assessments, and costs that may be imposed. 1173

The proceeds of the sale of the real estate shall be 1174
deposited into the state treasury to the credit of the Public 1175
Safety - Highway Purposes (Fund 5TM0) under section 4501.06 of 1176

the Revised Code. 1177

(F) Upon execution of the real estate purchase agreement, 1178
the Director of the Department of Administrative Services, with 1179
the assistance of the Attorney General, shall prepare a 1180
Governor's Deed to the real estate described in division (A) of 1181
this section. The Governor's Deed shall state the consideration 1182
and shall be executed by the Governor in the name of the State, 1183
countersigned by the Secretary of State, sealed with the Great 1184
Seal of the State, presented in the Department of Administrative 1185
Services for recording, and delivered to the Purchaser. The 1186
Purchaser shall present the Governor's Deed for recording in the 1187
Office of the Montgomery County Recorder. 1188

(G) This section shall expire 3 years after its effective 1189
date. 1190

Section 9. (A) The Governor may execute a Governor's Deed 1191
in the name of the State conveying to the selected Purchaser or 1192
Purchasers, their heirs, successors and assigns, to be 1193
determined in the manner provided in division (C) of this 1194
section, all of the State's right, title, and interest in the 1195
following described real estate: 1196

All that part of Lot 13, Ellwood Farms Subdivision, 1197
Section 2 R9E, T7N, Monclova Township, Lucas County, Ohio, 1198
bounded and described as follows: 1199

Commencing at the intersection of the easterly line of Lot 1200
13, Ellwood Farms Subdivision, extended northwardly, and the 1201
centerline of Ohio Route 2, which point is designated as Station 1202
266 plus 61.80 on the plans of Luc-2-3.02; thence southwardly 1203
along the easterly line of said Lot 13 extended, at an angle of 1204
116 degrees 13 minutes measured from the centerline of Ohio 1205
Route 2 from East to Southwest for a distance of 33.44 feet to a 1206
point on a line which is 30 feet southeast of and parallel to 1207

the centerline of Ohio Route 2, which point is designated as 266 1208
plus 47.10 on the plans of said Luc-2-3.02 and is the POINT OF 1209
BEGINNING; thence southwardly on the easterly line of said Lot 1210
13 a distance of 304.79 feet; thence southwestwardly along a 1211
line parallel to the centerline of Ohio Route 2 and at an angle 1212
of 116 degrees 13 minutes measured counter-clockwise from the 1213
last described line, for a distance of 171.88 feet; thence 1214
northwardly along a line parallel to the easterly line of said 1215
Lot 13 and at an angle of 63 degrees and 47 minutes measured 1216
counter-clockwise from the last described line, for a distance 1217
of 304.79 feet, more or less, to a point on a line 30 feet 1218
southeast of and parallel to the centerline of Ohio Route 2; 1219
thence northeastwardly along a line 30 feet southeast of and 1220
parallel to the centerline of Ohio Route 2 for a distance of 1221
171.88 feet, more or less, to the POINT OF BEGINNING; containing 1222
1.079 acres of land, more or less, of which the present roadway 1223
occupies 0.079 acres, more or less. 1224

Lucas County Parcel No. 38-46134 1225

Prior Instrument Reference: Deed Volume 1764, Page 84. 1226

The foregoing legal description may be corrected or 1227
modified by the Department of Administrative Services to a final 1228
form if such corrections or modifications are needed to 1229
facilitate recordation of the deed. 1230

(B) (1) The conveyance includes improvements and chattels 1231
situated on the real estate, and is subject to all easements, 1232
covenants, conditions, leases, and restrictions of record; all 1233
legal highways and public rights-of-way; zoning, building, and 1234
other laws, ordinances, restrictions, and regulations; and real 1235
estate taxes and assessments not yet due and payable. The real 1236
estate shall be conveyed in an "as-is, where-is, with all 1237
faults" condition. 1238

(2) The deed for conveyance of the real estate 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 Public Safety 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 the Department of Public Safety. The Director of Administrative Services shall advertise the sealed bid auction or public auction by publication in a newspaper of general circulation in Lucas County, once a week for three consecutive weeks before the date on which the sealed bids are to be opened. The Director of Administrative Services shall notify the successful bidder in writing. The Director of Administrative Services may reject any or all bids.

The purchaser shall pay ten percent of the purchase price to the Department of Administrative Services within five business days after receiving notice the bid has been accepted. When the deposit has been received, the Department of Administrative Services and purchaser shall enter into a real estate purchase agreement, in the form prescribed by the Department of Administrative Services. The purchaser shall pay the balance of the purchase price to the Department of Administrative Services within sixty days after receiving notice the bid has been accepted. Payment may be made by bank draft or

certified check made payable to the Treasurer of State. A 1270
purchaser who does not complete the conditions of the sale as 1271
prescribed in this division shall forfeit the ten percent of the 1272
purchase price paid to the state as liquidated damages. If a 1273
purchaser fails to complete the purchase, the Director of 1274
Administrative Services may accept the next highest bid, subject 1275
to the foregoing conditions. If the Director of Administrative 1276
Services rejects all bids, the Department of Administrative 1277
Services may repeat the sealed bid auction, or may use an 1278
alternative sale process that is acceptable to the Department of 1279
Public Safety. 1280

The Department of Public Safety shall pay advertising and 1281
other costs incident to the sale of the real estate. 1282

(D) The real estate described in division (A) of this 1283
section shall be sold as an entire tract and not in parcels. 1284

(E) Except as otherwise specified above, the purchaser 1285
shall pay all costs associated with the purchase, closing and 1286
conveyance, including surveys, title evidence, title insurance, 1287
transfer costs and fees, recording costs and fees, taxes, and 1288
any other fees, assessments, and costs that may be imposed. 1289

The proceeds of the sale of the real estate shall be 1290
deposited into the state treasury to the credit of the Public 1291
Safety - Highway Purposes (Fund 5TM0) under section 4501.06 of 1292
the Revised Code. 1293

(F) Upon execution of the real estate purchase agreement, 1294
the Director of the Department of Administrative Services, with 1295
the assistance of the Attorney General, shall prepare a 1296
Governor's Deed to the real estate described in division (A) of 1297
this section. The Governor's Deed shall state the consideration 1298
and shall be executed by the Governor in the name of the State, 1299
countersigned by the Secretary of State, sealed with the Great 1300

Seal of the State, presented in the Department of Administrative
Services for recording, and delivered to the Purchaser. The
Purchaser shall present the Governor's Deed for recording in the
Office of the Lucas County Recorder.

(G) This section shall expire 3 years after its effective
date.

Section 10. (A) The Governor may execute a Governor's Deed
in the name of the State conveying to Hocking County Board of
Commissioners ("Purchaser"), and its successors and assigns, all
of the State's right, title, and interest in the following
described real estate:

Situate in Ward Township, County of Hocking, State of
Ohio, to-wit:

Township Thirteen North, Range Fifteen West

Section 19

All that part of the Southeast Quarter which is described
as follows:

Commencing at a stone at the Southeast corner, thence
along the south line N 87° 00' W 354.40 feet to a point in the
center of County road to the place of beginning; thence North
87° 00' West 547.17 feet to a fence corner (the NW corner of
DeVol property); thence N 87° 00' W 170.00 feet; thence North
420.40 feet; thence East 200.00 feet, thence North 1,000.00
feet; thence East 40.00 feet to the center of County Road;
thence along the center line of County Road the following
bearings and distances:

South 37° 48' East 127.00 feet,

South 27° 55' East 422.50 feet,

South 20° 00' East 381.70 feet,	1329
South 23° 50' East 115.80 feet,	1330
South 30° 20' East 343.60 feet,	1331
South 11° 20' West 115.00 feet,	1332
South 47° 58' West 168.50 feet to the place of beginning	1333
and containing 15.30 acres, more or less.	1334
Subject to easements and restrictions of record.	1335
Being all of Parcel Number: 17-000175.6100 15.30 Acres	1336
Prior Instrument Reference: Deed Book 100 Page 481	1337
The foregoing legal description may be corrected or	1338
modified by the Department of Administrative Services to a final	1339
form if such corrections or modifications are needed to	1340
facilitate recordation of the deed.	1341
(B) (1) The conveyance will include improvements and	1342
chattels situated on the real estate, and is subject to all	1343
leases, easements, covenants, conditions, and restrictions of	1344
record: all legal highways and public rights-of-way; zoning,	1345
building, and other laws, ordinances, restrictions, and	1346
regulations; and real estate taxes and assessments not yet due	1347
and payable. The real estate shall be conveyed in an "as-is,	1348
where-is, with all faults" condition.	1349
(2) The deed for conveyance of the real estate may contain	1350
restrictions, exceptions, reservations, reversionary interests,	1351
and other terms and conditions the Director of Administrative	1352
Services determines to be in the best interest of the State.	1353
(3) Subsequent to the conveyance, any restrictions,	1354
exceptions, reservations, reversionary interests, or other terms	1355
and conditions contained in the deed may be released by the	1356

State or the Department of Rehabilitation and Correction without 1357
the necessity of further legislation. 1358

(C) Consideration for the conveyance of the real estate 1359
described in division (A) of this section shall be One and 1360
00/100 Dollar (\$1.00). 1361

The Director of Administrative Services shall offer the 1362
real estate to the Hocking County Board of Commissioners through 1363
a real estate purchase agreement. Consideration for the 1364
conveyance of the real estate shall be at a price acceptable to 1365
the Director of Administrative Services and the Director of 1366
Rehabilitation and Correction. If the Hocking County Board of 1367
Commissioners does not complete the purchase of the real estate 1368
within the time period provided in the real estate purchase 1369
agreement, the Director of Administrative Services may use any 1370
reasonable method of sale considered acceptable by the 1371
Department of Rehabilitation and Correction to determine an 1372
alternate grantee willing to complete the purchase within three 1373
years after the effective date of this section. The Department 1374
of Rehabilitation and Correction shall pay all advertising 1375
costs, additional fees, and other costs incident to the sale of 1376
the real estate. 1377

(D) The real estate described in division (A) of this 1378
section shall be sold as an entire tract and not in parcels. 1379

(E) Except as otherwise specified in this section, 1380
Purchaser shall pay all costs associated with the purchase, 1381
closing and conveyance, including surveys, title evidence, title 1382
insurance, transfer costs and fees, recording costs and fees, 1383
taxes, and any other fees, assessments, and costs that may be 1384
imposed. 1385

The proceeds of the sale shall be deposited into the state 1386
treasury to the credit of the Adult and Juvenile Correctional 1387

Facilities Bond Retirement Fund in accordance with section 1388
5120.092 of the Revised Code. 1389

(F) (1) Upon receipt of a fully executed Purchase 1390
Agreement, the Director of the Department of Administrative 1391
Services, with the assistance of the Attorney General, shall 1392
prepare a Governor's Deed to the real estate described in 1393
division (A) of this section. The Governor's Deed shall state 1394
the consideration and shall be executed by the Governor in the 1395
name of the State, countersigned by the Secretary of State, 1396
sealed with the Great Seal of the State, presented in the 1397
Department of Administrative Services for recording, and 1398
delivered to the Purchaser. The Purchaser shall present the 1399
Governor's Deed for recording in the Office of the Hocking 1400
County Recorder. 1401

(2) The intent of this conveyance is for the Purchaser to 1402
use the real estate for rehabilitation and correction purposes; 1403
therefore, the deed shall contain a restriction stating that if 1404
the real estate described in division (A) of this section is no 1405
longer being used for rehabilitation and correction purposes, 1406
the real estate described in division (A) of this section shall 1407
revert back to the State of Ohio at the sole discretion of the 1408
Director of Administrative Services and the Ohio Department of 1409
Rehabilitation and Correction, at the purchase price of the real 1410
estate described in division (A) of this section. 1411

(3) Purchaser shall not, during any period that any bonds 1412
issued by the state to finance or refinance all or a portion of 1413
the real estate described in division (A) of this section are 1414
outstanding, use any portion of the real estate for a private 1415
business use without the prior written consent of the state. 1416

As used in this division: 1417

"Private business use" means use, directly or indirectly, 1418

in a trade or business carried on by any private person other 1419
than use as a member of, and on the same basis as, the general 1420
public. Any activity carried on by a private person who is not a 1421
natural person shall be presumed to be a trade or business. 1422

"Private person" means any natural person or any 1423
artificial person, including a corporation, partnership, limited 1424
liability company, trust, or other entity and including the 1425
United States or any agency or instrumentality of the United 1426
States, but excluding any state, territory, or possession of the 1427
United States, the District of Columbia, or any political 1428
subdivision thereof that is referred to as a "State or local 1429
governmental unit" in Treasury Regulation §1.103-1(a) and any 1430
person that is acting solely and directly as an officer or 1431
employee of or on behalf of any such governmental unit. 1432

(G) This section shall expire 3 years after its effective 1433
date. 1434

Section 11. (A) The Governor may execute a Governor's Deed 1435
in the name of the State conveying to the Allen County Board of 1436
Commissioners ("Purchaser"), and its successors and assigns, or 1437
to an alternate Purchaser, to be determined in the manner 1438
provided in division (C) of this section, and the alternate 1439
purchaser's heirs, successors and assigns, all of the State's 1440
right, title, and interest in the following described real 1441
estate: 1442

Being part of a parcel of land with prior deed referenced 1443
in D.V. 109, Page 472 and located in the Northwest Quarter, 1444
Section 18, T3S, R7E, City of Lima, Allen County, Ohio, and 1445
being more particularly described as follows: 1446

Commencing at a monument box at the northwest corner of 1447
the Northwest Quarter ($\frac{1}{4}$) of Section Eighteen (18), T3S, R7E, 1448
City of Lima, Allen County Ohio, (said point also being the 1449

POINT OF BEGINNING); thence the following courses: 1450

1. Thence S 89°-57'-40" E, 971.40 feet with the north line 1451
of the said Northwest Quarter (¼) (centerline of Bluelick Road) 1452
to a set PK nail. 1453

2. Thence S 00°-29'-37" W, 727.04 feet to a set #5 Rebar, 1454
passing a set #5 rebar at 30.00 feet, said line being parallel 1455
with the west line of the said Northwest Quarter (¼) (centerline 1456
of West Street). 1457

3. Thence S 38°-25'-09" W, 312.35 feet to a set #5 Rebar. 1458

4. Thence N 89°-57'-40" W, 501.06 feet to a set #5 Rebar, 1459
said line being parallel with the north line of the said 1460
Northwest Quarter (¼) (centerline of Bluelick Road). 1461

5. Thence S 18°-11'-10" W, 184.06 feet to a set #5 Rebar. 1462

6. Thence S 00°-29'-37" W, 431.07 feet to a set #5 Rebar, 1463
said line being parallel with the west line of the said 1464
Northwest Quarter (¼) (centerline of West Street). 1465

7. Thence N 89°-57'-40" W, 222.41 feet to a set PK nail on 1466
the west line of the said Northwest Quarter (¼) (centerline of 1467
West Street), passing a set #5 Rebar at 132.41 feet. 1468

8. Thence N 00°-29'-37" E, 1,577.88 feet with the west 1469
line of the said Northwest Quarter (¼) (centerline of West 1470
Street), to the POINT OF BEGINNING. 1471

The above-described parcel of land contains 24.340 acres, 1472
more or less, of which 4.177 acres are occupied by road right- 1473
of-way. This parcel is subject to all legal highways and 1474
easements of record. 1475

Bearings shown are to an assumed meridian matching Kohli 1476
and Kaliher Associates Limited Drawing No. L-868, Allen County 1477

SR29-040. 1478

The foregoing legal description may be corrected or 1479
modified by the Department of Administrative Services to a final 1480
form if such corrections or modifications are needed to 1481
facilitate recordation of the deed. 1482

(B) (1) The conveyance shall include the improvements and 1483
chattels situated on the real estate, and is subject to all 1484
leases, easements, covenants, conditions, leases, and 1485
restrictions of record: all legal highways and public rights-of- 1486
way; zoning, building, and other laws, ordinances, restrictions, 1487
and regulations; and real estate taxes and assessments not yet 1488
due and payable. The real estate shall be conveyed in an "as-is, 1489
where-is, with all faults" condition. 1490

(2) The deed for conveyance of the real estate described 1491
in division (A) of this section may contain restrictions, 1492
exceptions, reservations, reversionary interests, and other 1493
terms and conditions the Director of Administrative Services 1494
determines to be in the best interest of the State. 1495

(3) Subsequent to the conveyance, any restrictions, 1496
exceptions, reservations, reversionary interests, or other terms 1497
and conditions contained in the deed may be released by the 1498
State or the Department of Rehabilitation and Correction without 1499
the necessity of further legislation. 1500

(C) The Director of Administrative Services shall offer 1501
the real estate to the Allen County Board of Commissioners 1502
through a real estate purchase agreement. Consideration for the 1503
conveyance of the real estate shall be at a price acceptable to 1504
the Director of Administrative Services and the Director of the 1505
Department of Rehabilitation and Correction. If the Allen County 1506
Board of Commissioners does not complete the purchase of the 1507
real estate within the time period provided in the real estate 1508

purchase agreement, the Director of Administrative Services may 1509
use any reasonable method of sale considered acceptable by the 1510
Department of Rehabilitation and Correction to determine an 1511
alternate grantee willing to complete the purchase within three 1512
years after the effective date of this section. The Department 1513
of Rehabilitation and Correction shall pay all advertising 1514
costs, additional fees, and other costs incident to the sale of 1515
the real estate. The consideration shall be paid at closing. 1516

(D) The real estate described in division (A) of this 1517
section shall be sold as an entire tract and not in parcels. 1518

(E) Except as otherwise specified in this section, 1519
Purchaser shall pay all costs associated with the purchase, 1520
closing and conveyance, including surveys, title evidence, title 1521
insurance, transfer costs and fees, recording costs and fees, 1522
taxes, and any other fees, assessments, and costs that may be 1523
imposed. 1524

The proceeds of the sale shall be deposited to the credit 1525
of the Adult and Juvenile Correctional Facilities Bond 1526
Retirement Fund under section 5120.092 of the Ohio Revised Code. 1527

(F) Upon receipt of a fully executed Purchase Agreement, 1528
the Director of the Department of Administrative Services, with 1529
the assistance of the Attorney General, shall prepare a 1530
Governor's Deed to the real estate described in division (A) of 1531
this section. The Governor's Deed shall state the consideration 1532
and shall be executed by the Governor in the name of the State, 1533
countersigned by the Secretary of State, sealed with the Great 1534
Seal of the State, presented in the Department of Administrative 1535
Services for recording, and delivered to the Purchaser. The 1536
Purchaser shall present the Governor's Deed for recording in the 1537
Office of the Allen County Recorder. 1538

(G) This section shall expire 3 years after its effective 1539

date. 1540

Section 12. (A) The Governor may execute a Governor's Deed 1541
in the name of the State conveying to the selected Purchaser or 1542
Purchasers, their heirs, successors and assigns, to be 1543
determined in the manner provided in division (C) of this 1544
section, all of the State's right, title, and interest in the 1545
following described real estate: 1546

Situated in the City of Lima, County of Allen and State of 1547
Ohio; to wit: 1548

Being part of outlot 198, and all of outlots 199 and 200 1549
in Kibbins and Robbs Addition to Outlots in the City of Lima 1550
(Plat Book 1 Page 73), Allen County, Ohio, more particularly 1551
described as follows: 1552

Commencing at the southeast corner of said outlot 198, 1553
thence NORTH with the east line of said outlot 198 (west line of 1554
Main Street), 157.00 feet to the PLACE OF BEGINNING; thence S 1555
89° 53' 40" W parallel with the south line of said outlot 198, 1556
218.98 feet to the west line of said outlot 198 (East line of 1557
Cherry Alley); thence N 00° 13' 40" E with the east line of 1558
Cherry Alley and the west lines of said outlots 198, 199 and 1559
200, 297.02 feet to the northwest corner of said outlot 200 and 1560
the south line of Grand Avenue; thence N 89° 53' 40" E with the 1561
north line of said outlot 200 (south line of Grand Avenue), 1562
217.80 feet; to the northeast corner of said outlot 200; thence 1563
SOUTH with the west line of Main Street and the east lines of 1564
said outlots 200, 199 and 198, 297.02 feet to the PLACE OF 1565
BEGINNING, containing 1.4891 acres, more or less. 1566

Allen County Parcel No. 37-3010-09-039.000 1567

Property Address: 799 N Main St., Lima, OH 45801 1568

Prior Instrument Reference: Deed Volume 614, Page 230 1569

The foregoing legal description may be corrected or 1570
modified by the Department of Administrative Services to a final 1571
form if such corrections or modifications are needed to 1572
facilitate recordation of the deed. 1573

(B) (1) The conveyance includes improvements and chattels 1574
situated on the real estate, and is subject to all easements, 1575
covenants, conditions, leases, and restrictions of record; all 1576
legal highways and public rights-of-way; zoning, building, and 1577
other laws, ordinances, restrictions, and regulations; and real 1578
estate taxes and assessments not yet due and payable. The real 1579
estate shall be conveyed in an "as-is, where-is, with all 1580
faults" condition. 1581

(2) The deed for conveyance of the real estate may contain 1582
restrictions, exceptions, reservations, reversionary interests, 1583
and other terms and conditions the Director of Administrative 1584
Services determines to be in the best interest of the State. 1585

(3) Subsequent to the conveyance, any restrictions, 1586
exceptions, reservations, reversionary interests, or other terms 1587
and conditions contained in the deed may be released by the 1588
State or the Department of Job and Family Services without the 1589
necessity of further legislation. 1590

(C) The Director of Administrative Services shall conduct 1591
a sale of the real estate by sealed bid auction or public 1592
auction, and the real estate shall be sold to the highest bidder 1593
at a price acceptable to the Director of Administrative Services 1594
and the Department of Job and Family Services. The Director of 1595
Administrative Services shall advertise the sealed bid auction 1596
or public auction by publication in a newspaper of general 1597
circulation in Allen County, once a week for three consecutive 1598
weeks before the date on which the sealed bids are to be opened. 1599
The Director of Administrative Services shall notify the 1600

successful bidder in writing. The Director of Administrative Services may reject any or all bids.

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

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

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

(E) Except as otherwise specified above, the Purchaser shall pay all costs associated with the purchase, closing and conveyance, including surveys, title evidence, title insurance,

transfer costs and fees, recording costs and fees, taxes, and 1632
any other fees, assessments, and costs that may be imposed. 1633

The proceeds of the sale shall be deposited into the state 1634
treasury to the credit of the Unemployment Compensation Special 1635
Administrative Fund, under section 4141.11 of the Revised Code. 1636

(F) Upon execution of the real estate purchase agreement, 1637
the Director of the Department of Administrative Services, with 1638
the assistance of the Attorney General, shall prepare a 1639
Governor's Deed to the real estate described in division (A) of 1640
this section. The Governor's Deed shall state the consideration 1641
and shall be executed by the Governor in the name of the State, 1642
countersigned by the Secretary of State, sealed with the Great 1643
Seal of the State, presented in the Department of Administrative 1644
Services for recording, and delivered to the Purchaser. The 1645
Purchaser shall present the Governor's Deed for recording in the 1646
Office of the Allen County Recorder. 1647

(G) This section shall expire three (3) years after its 1648
effective date. 1649

Section 13. (A) Notwithstanding division (A) (5) of section 1650
123.01 of the Revised Code, the Director of Administrative 1651
Services may execute an amendment to an already existing 1652
perpetual easement in the name of the State with the City of 1653
Columbus, Ohio, a municipal corporation, and its successors and 1654
assigns, for sanitary sewer pipeline purposes burdening the 1655
following described real estate: 1656

Situated in the State of Ohio, County of Franklin, City of 1657
Columbus, lying in Quarter Township 3, Township 1, Range 18, 1658
United States Military Lands, being on, over, and across that 1659
193 acre and 62 poles tract conveyed to State of Ohio (Ohio 1660
State University) by deed of record in Deed Book 103, Page 547 1661
and that 32.093 acre tract conveyed to State of Ohio (Ohio State 1662

University) by deed of record in Deed Book 602, Page 561 (all 1663
references are to the records of the Recorder's Office, Franklin 1664
County, Ohio) and being more particularly described as follows: 1665

Beginning, for reference, at the centerline intersection 1666
of 12th Avenue and Cannon Drive, as shown on centerline plat of 1667
record in Plat Book 121, Page 4; 1668

Thence with the centerline of said Cannon Drive, with the 1669
arc of a curve to the right, having a central angle of $00^{\circ} 16'$ 1670
 $02''$, a radius of 1980.00 feet, an arc length of 9.23 feet, a 1671
chord bearing of South $00^{\circ} 42' 28''$ East and chord distance of 1672
9.23 feet to a point; 1673

Thence North $89^{\circ} 25' 33''$ East, crossing said State of Ohio 1674
tract, a distance of 19.05 feet to a point, being the TRUE POINT 1675
OF BEGINNING; 1676

Thence continuing across said State of Ohio tract, the 1677
following courses and distances: 1678

North $74^{\circ} 18' 09''$ East, a distance of 92.57 feet to a 1679
point; 1680

North $17^{\circ} 58' 13''$ West, a distance of 48.01 feet to a 1681
point; 1682

North $19^{\circ} 07' 27''$ West, a distance of 229.82 feet to a 1683
point; 1684

North $18^{\circ} 52' 44''$ West, a distance of 230.37 feet to a 1685
point; 1686

North $51^{\circ} 13' 14''$ East, a distance of 61.96 feet to a 1687
point; 1688

South $88^{\circ} 00' 53''$ East, a distance of 320.39 feet to a 1689
point; 1690

South 85° 15' 52" East, a distance of 133.54 feet to a	1691
point;	1692
North 85° 26' 41" East, a distance of 176.73 feet to a	1693
point;	1694
North 48° 13' 13" East, a distance of 63.47 feet to a	1695
point;	1696
South 41° 46' 47" East, a distance of 30.00 feet to a	1697
point;	1698
South 48° 13' 13" West, a distance of 73.57 feet to a	1699
point;	1700
South 85° 26' 41" West, a distance of 189.27 feet to a	1701
point;	1702
North 85° 15' 52" West, a distance of 135.26 feet to a	1703
point;	1704
North 88° 00' 53" West, a distance of 308.52 feet to a	1705
point;	1706
South 51° 13' 14" West, a distance of 29.77 feet to a	1707
point;	1708
South 18° 52' 44" East, a distance of 209.26 feet to a	1709
point;	1710
South 19° 07' 27" East, a distance of 230.06 feet to a	1711
point;	1712
South 17° 58' 13" East, a distance of 80.77 feet to a	1713
point;	1714
South 74° 18' 09" West, a distance of 102.79 feet to a	1715
point;	1716
South 03° 07' 04" West, a distance of 328.82 feet to a	1717

point;	1718
South 03° 36' 49" West, a distance of 282.00 feet to a	1719
point;	1720
South 03° 06' 18" West, a distance of 333.95 feet to a	1721
point;	1722
South 03° 14' 49" West, a distance of 257.98 feet to a	1723
point;	1724
South 02° 58' 17" West, a distance of 196.42 feet to a	1725
point;	1726
South 01° 10' 50" East, a distance of 331.48 feet to a	1727
point;	1728
South 87° 09' 14" East, a distance of 168.84 feet to a	1729
point;	1730
South 65° 48' 57" East, a distance of 112.47 feet to a	1731
point;	1732
South 82° 36' 34" East, a distance of 102.68 feet to a	1733
point;	1734
South 03° 10' 49" West, a distance of 22.47 feet to a	1735
point;	1736
North 86° 57' 16" West, a distance of 107.29 feet to a	1737
point;	1738
North 65° 48' 57" West, a distance of 113.10 feet to a	1739
point;	1740
North 87° 09' 14" West, a distance of 191.16 feet to a	1741
point;	1742
North 01° 10' 50" West, a distance of 360.52 feet to a	1743
point;	1744

North 02° 58' 17" East, a distance of 197.58 feet to a point; 1745
1746

North 03° 14' 49" East, a distance of 258.02 feet to a point; 1747
1748

North 03° 06' 18" East, a distance of 334.05 feet to a point; 1749
1750

North 03° 36' 49" East, a distance of 282.00 feet to a point; 1751
1752

North 03° 07' 04" East, a distance of 351.48 feet to the TRUE POINT OF BEGINNING, containing 2.414 acres, more or less, which is located in Auditor's Parcel Numbers 010-067007 and 010-067017. 1753
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The bearings listed herein were transferred from a field traverse originating from and tying to Franklin County Survey Control Monuments, including MORLAN and TACKETT, and is based on the Ohio State Plane Coordinate System, South Zone as per NAD 83 (1986 Adjustment). The portion of the centerline of King Avenue, having a bearing of S86°57'16"E, is designated the "basis of bearing" for this description. 1757
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The foregoing legal description may be corrected or modified by the Department of Administrative Services to a final form if such corrections or modifications are needed to facilitate recordation of the amendment to the perpetual easement. 1764
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(B) The perpetual easement shall state the obligations of, and the duties to be observed and performed by the City of Columbus, Ohio, with regard to the perpetual easement, and require the City of Columbus, Ohio to assume perpetual responsibility for operating, maintaining, repairing, renewing, reconstructing, and replacing the sanitary sewer pipeline that 1769
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is currently located on the real estate. 1775

(C) Consideration for the granting of the amendment to 1776
perpetual easement shall be One and 00/100 Dollar (\$1.00). 1777

(D) The Director of the Department of Administrative 1778
Services, shall prepare the amendment to the perpetual easement. 1779
The amendment to the perpetual easement shall state the 1780
consideration and the terms and conditions for the granting of 1781
the amendment to the perpetual easement. The amendment to the 1782
perpetual easement shall be executed by the Director of the 1783
Department of Administrative Services in the name of the State, 1784
be kept in the records of the Department of Administrative 1785
Services, and delivered to the City of Columbus, Ohio. The City 1786
of Columbus, Ohio, shall present the amendment to perpetual 1787
easement for recording in the Office of the Franklin County 1788
Recorder. The City of the Columbus, Ohio, shall pay the costs 1789
associated with recording the amendment to the perpetual 1790
easement. 1791

(E) This section shall expire three (3) years after its 1792
effective date. 1793

Section 14. (A) Notwithstanding division (A) (5) of section 1794
123.01 of the Revised Code, the Director of Administrative 1795
Services may execute a perpetual easement in the name of the 1796
State granting to the City of Columbus, Ohio, an Ohio municipal 1797
corporation, and its successors and assigns, a perpetual 1798
easement for sanitary sewer purposes burdening the following 1799
described real estate: 1800

TRACT 1 1801

Situated in the State of Ohio, County of Franklin, City of 1802
Columbus, Clinton Township, Quarter Township 3, Township 1 1803
North, Range 18 West, United States Military Lands, and being 1804

1.710 acres out of a 69.000 acre parcel known as Franklin County Auditor's Parcel number 010-062731 as conveyed to State of Ohio by deed of record in Deed Book Volume 616, Page 399, (all document references are to the records of Franklin County unless otherwise stated), and being more particularly described as follows:

COMMENCING FOR REFERENCE at a point at the intersection of the easterly right-of-way line of Olentangy River Road and the northerly right-of-way line of Lane Avenue, being a southerly corner of the Grantor and a northerly corner of a parcel conveyed as 1-WD to City of Columbus by the instrument filed as Instrument Number 200805090072140;

Thence along the easterly right-of-way line of the said Olentangy River Road, North 35 degrees 06 minutes 44 seconds West for a distance of 29.80 feet to a point, the said point being the TRUE POINT OF BEGINNING of the parcel herein described;

Thence continuing along the said easterly right-of-way line of Olentangy River Road, North 35 degrees 06 minutes 44 seconds West for a distance of 4.00 feet to a point;

Thence continuing along the said easterly right-of-way line of Olentangy River Road, North 16 degrees 08 minutes 49 seconds East for a distance of 158.65 feet to a point;

Thence crossing through the lands of the Grantor and along a curve to the right, said curve having a central angle of 20 degrees 54 minutes 09 seconds, a radius of 1020.00 feet, an arc length of 372.11 feet, and a long chord which bears North 44 degrees 17 minutes 33 seconds East for a distance of 370.05 feet to a point;

Thence continuing through the lands of the Grantor, North

54 degrees 44 minutes 37 seconds East for a distance of 1453.72 feet to a point on the Grantor's easterly line and being the westerly line of a parcel conveyed to the City of Columbus by the instruments filed as Deed Book 3045, Page 525; Deed Book 3115, Page 216; Deed Book 3143, Page 466; and City Council of Columbus, Ohio, by reason of Ordinance No. 1737-72;

Thence along the Grantor's easterly line and the westerly line of the said City of Columbus parcel, South 22 degrees 19 minutes 31 seconds West for a distance of 74.61 feet to a point;

Thence crossing through the lands of the Grantor, South 54 degrees 44 minutes 37 seconds West for a distance of 1390.74 feet to a point;

Thence continuing through the lands of the Grantor and along a curve to the left, said curve having a central angle of 29 degrees 51 minutes 34 seconds, a radius of 980.00 feet, an arc length of 510.72 feet, and a long chord which bears South 39 degrees 48 minutes 51 seconds West for a distance of 504.96 feet to the TRUE POINT OF BEGINNING, containing 1.710 acres, more or less, of which 0.000 acres are within the present road occupied, resulting in a net take of 1.710 acres out of Franklin County Auditor's Parcel number 010-062731.

Prior instruments recorded as of this writing recorded as Deed Book Volume 616, Page 399 in the records of Franklin County.

This description was prepared by Russell Koenig, Ohio Registered Professional Surveyor number 8358, and is based on an actual field survey conducted by DLZ Ohio, Inc. in 2018 under his direct supervision.

The bearing for this description are based on Ohio State Plane Coordinate system, South Zone, and the North American

Datum of 1983 with the 2011 adjustment (NAD 83(2011)) with ties 1865
to Franklin County monuments RETTKE and RINGLE having a relative 1866
bearing of North 40 degrees 52 minutes 51 seconds East. 1867

TRACT 2 1868

Situated in the State of Ohio, County of Franklin, City of 1869
Columbus, Clinton Township, Quarter Township 3, Township 1 1870
North, Range 18 West, United States Military Lands, and being 1871
0.591 acres out of a 79.59 acre parcel known as Franklin County 1872
Auditor's Parcel number 010-203994 as conveyed to State of Ohio 1873
"OSU" by deeds of record in Deed Book Volume 428, Page 192, (all 1874
document references are to the records of Franklin County unless 1875
otherwise stated), and being more particularly described as 1876
follows: 1877

COMMENCING FOR REFERENCE at a point at the intersection of 1878
the westerly right-of-way line of Olentangy River Road and the 1879
southerly right-of-way line of Lane Avenue, being on the 1880
northerly property line of the Grantor and a southerly corner of 1881
a parcel conveyed as 1-WD to City of Columbus by the instrument 1882
filed as Instrument Number 200805090072140; 1883

Thence along the westerly right-of-way line of the said 1884
Olentangy River Road, South 15 degrees 31 minutes 34 seconds 1885
West for a distance of 450.54 feet to a point; 1886

Thence continuing along the westerly right-of-way line of 1887
the said Olentangy River Road, South 00 degrees 35 minutes 03 1888
seconds West for a distance of 112.68 feet to a point; the said 1889
point being the TRUE POINT OF BEGINNING of the parcel herein 1890
described; 1891

Thence continuing along the westerly right-or-way line of 1892
Olentangy River Road the following four (4) courses: 1893

1. South 00 degrees 35 minutes 03 seconds West for a 1894

distance of 662.26 feet to a point;	1895
2. South 00 degrees 31 minutes 15 seconds West for a	1896
distance of 44.00 feet to a point;	1897
3. South 01 degrees 09 minutes 50 seconds West for a	1898
distance of 172.34 feet to a point;	1899
4. South 06 degrees 08 minutes 14 seconds West for a	1900
distance of 57.37 feet to a point;	1901
Thence crossing through the lands of the Grantor, North 02	1902
degrees 16 minutes 49 seconds West for a distance of 25.29 feet	1903
to a point;	1904
Thence continuing through the lands of the Grantor, North	1905
03 degrees 01 minutes 10 seconds West for a distance of 547.89	1906
feet to a point;	1907
Thence continuing through the lands of the Grantor and	1908
with a curve to the right, said curve having a central angle of	1909
20 degrees 40 minutes 46 seconds, a radius of 1020.00 feet, an	1910
arc length of 368.14 feet, and a long chord which bears North 07	1911
degrees 19 minutes 13 seconds East for a distance of 366.15 feet	1912
to the TRUE POINT OF BEGINNING, containing 0.591 acres, more or	1913
less, of which 0.000 acres are within the present road occupied,	1914
resulting in a net take of 0.591 acres out of Franklin County	1915
Auditor's Parcel number 010-203994.	1916
This description was prepared by Michael J. Hudik, Ohio	1917
Registered Professional Surveyor number 6788, and is based on an	1918
actual field survey conducted by DLZ Ohio, Inc. in 2018 under	1919
his direct supervision.	1920
The bearings for this description are based on Ohio State	1921
Plane Coordinate system, South Zone, and the North American	1922
Datum of 1983 with the 2011 adjustment (NAD 83(2011)) with ties	1923

to Franklin County monuments RETTKE and RINGLE having a relative 1924
bearing of North 40 degrees 52 minutes 51 seconds East. 1925

The foregoing legal descriptions may be corrected or 1926
modified by the Department of Administrative Services to a final 1927
form if such corrections or modifications are needed to 1928
facilitate recordation of the perpetual easement. 1929

(B) The perpetual easement shall state the obligations of, 1930
and the duties to be observed and performed by the City of 1931
Columbus, Ohio, with regard to the perpetual easement, and shall 1932
require the City of Columbus, Ohio to assume perpetual 1933
responsibility for operating, maintaining, repairing, renewing, 1934
reconstructing, and replacing the sanitary sewer that is 1935
currently located on the real estate. 1936

(C) Consideration for granting the perpetual easement is 1937
One and 00/100 Dollar (\$1.00). 1938

(D) The Director of Administrative Services shall prepare 1939
the perpetual easement. The perpetual easement shall state the 1940
consideration and the terms and conditions for the granting of 1941
the perpetual easement. The perpetual easement shall be executed 1942
by the Director of Administrative Services in the name of the 1943
State, be kept in the records of the Department of 1944
Administrative Services, and delivered to the City of Columbus, 1945
Ohio. The City of Columbus, Ohio, shall present the perpetual 1946
easement for recording in the Office of the Franklin County 1947
Recorder. The City of Columbus, Ohio, shall pay the costs 1948
associated with recording the perpetual easement. 1949

(E) This section expires three (3) years after its 1950
effective date. 1951

Section 15. (A) The Governor may execute a Governor's Deed 1952
in the name of the State conveying to Jedidiah D. Stephen and 1953

Kathryn J. Stephen ("Grantee"), and their heirs, successors and 1954
assigns, or to an alternate grantee, and to the alternate 1955
grantee's heirs and assigns or successors and assigns, all of 1956
the State's right, title, and interest in the following 1957
described real estate: 1958

Situated in the State of Ohio, County of Noble, Township 1959
of Center and being part of the Southwest quarter of the 1960
Southwest quarter of Section 23, Township 7 North, Range 9 West 1961
and being described as follows: 1962

BEGINNING at an iron pin found at the Northeast corner of 1963
said Southwest quarter of the Southwest quarter of Section 23; 1964
thence along the East line of said quarter-quarter, South 00 1965
degrees 35' 57" West, 661.77 feet to an iron pin set; thence 1966
North 89 degrees 51' 42" West, 51.78 feet to the East edge of 1967
Township Road 144 (Barry's Ridge Road), having passed through an 1968
iron pin set at 48.00 feet; thence along the East side of said 1969
Township Road 144 the following 5 courses: 1970

- 1) North 22 degrees 32' 16" East, 71.71 feet; 1971
- 2) North 11 degrees 13' 46" East, 60.48 feet; 1972
- 3) North 03 degrees 01' 51" East, 192.38 feet; 1973
- 4) North 01 degrees 52' 29" East, 132.02 feet; 1974
- 5) North 01 degrees 22' 02" West, 212.07 feet; 1975

thence leaving said Township Road 144 and going along the 1976
North line of the aforementioned Southwest quarter of the 1977
Southwest quarter of Section 23, South 89 degrees 51' 42" East, 1978
10.00 feet to the place of beginning, containing 0.171 of an 1979
acre, more or less, but being subject to all legal right-of- 1980
ways, easements, and restrictions of record and being part of 1981
the property described in Volume 124, Page 197 of the Deed 1982

Records of Noble County, Ohio.	1983
This description was prepared by Robert C. Schell, P.S.	1984
No. 7314, from an actual field survey of the premises performed	1985
September 26, 2020.	1986
Bearings are based on Grid North of the Ohio South	1987
Coordinate System. Iron pins set are 5/8" rebar capped "Schell-	1988
7314". The Projection is USA/NAD83/OH SOUTH, Projection	1989
Adjustment Year, 2011.	1990
Deed Ref.: Vol. 124-P. 197, Deed Records	1991
Part of Auditor's Parcel No. 07-0021430.000	1992
The foregoing legal description may be corrected or	1993
modified by the Department of Administrative Services to a final	1994
form if such corrections or modifications are needed to	1995
facilitate recordation of the deed.	1996
(B) (1) The conveyance shall include the improvements and	1997
chattels situated on the real estate, and is subject to all	1998
easements, covenants, conditions, leases, and restrictions of	1999
record: all legal highways and public rights-of-way; zoning,	2000
building, and other laws, ordinances, restrictions, and	2001
regulations; and real estate taxes and assessments not yet due	2002
and payable. The real estate shall be conveyed in an "as-is,	2003
where-is, with all faults" condition.	2004
(2) The deed or deeds may contain restrictions,	2005
exceptions, reservations, reversionary interests, and other	2006
terms and conditions the Director of Administrative Services and	2007
the Board of Trustees of The Ohio State University determine to	2008
be in the best interest of the State.	2009
(3) Subsequent to the conveyance, any restrictions,	2010
exceptions, reservations, reversionary interests, or other terms	2011

and conditions contained in the deed may be released by the 2012
State or the Board of Trustees of The Ohio State University 2013
without the necessity of further legislation. 2014

(C) Consideration for the conveyance of the real estate 2015
described in division (A) of this section shall be at a price 2016
acceptable to the Board of Trustees of The Ohio State University 2017
and such conveyance shall be pursuant to a real estate purchase 2018
agreement containing any terms and conditions acceptable to the 2019
Board of Trustees of The Ohio State University. 2020

If Jedidiah D. Stephen and Kathryn J. Stephen do not 2021
complete the purchase of the real estate within the time period 2022
provided in the real estate purchase agreement, the Board of 2023
Trustees of The Ohio State University may use any reasonable 2024
method of sale considered acceptable by the Board of Trustees of 2025
The Ohio State University to determine an alternate grantee 2026
willing to complete the purchase within three years after the 2027
effective date of this section. All advertising costs, 2028
additional fees, and other costs incidental to the sale of the 2029
real estate described in division (A) of this section shall be 2030
negotiated by The Ohio State University and specified in a real 2031
estate purchase agreement with the Grantee or alternate grantee. 2032

(D) The real estate described in division (A) of this 2033
section shall be sold as an entire tract and not in parcels. 2034

(E) The costs associated with the purchase, closing and 2035
conveyance of the real estate described in division (A) of this 2036
section shall be paid by the Grantee or alternate grantee and/or 2037
The Ohio State University in the manner stated in the real 2038
estate purchase agreement. 2039

The net proceeds of the sale shall be deposited into 2040
university accounts for purposes to be determined by the Board 2041
of Trustees of The Ohio State University. 2042

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

(G) Prior to the execution of the Governor's Deed
described in division (F) of this section, possession of the
real estate described in division (A) of this section shall be
governed by an existing interim license between the Department
of Administrative Services and the Grantee.

(H) This section shall expire 3 years after its effective
date.

Section 16. (A) The Governor may execute a Governor's Deed
in the name of the State conveying to selected Grantee or
Grantees, their heirs, successors and assigns, to be determined
in the manner provided in division (C) of this section all of
the State's right, title, and interest in the following
described real estate:

Situated in the Township of Liberty, County of Ross, and
State of Ohio, and bounded and described as follows, to-wit:

PARCEL A, 139.5 Acres

containing the following "First", "Second" and "Third" Tracts:

First Tract:

Beginning at a stone, the Southwest corner of the	2073
southwest quarter of Section Five, Township Eight, range Twenty,	2074
of which this tract is a part; thence with Henry Jones' line and	2075
the West line of said Section Five, N. 9 degrees and 30' East	2076
152.8 poles to a stone, the Northwest corner of said Southwest	2077
quarter; thence with the North line of said Southwest quarter S.	2078
87 degrees and 30' East 127.1 poles to a point in the said north	2079
line of said quarter section, which point is 10 poles West of	2080
the center corner of said section; thence Southeast to a point	2081
in the East line of said quarter section, which point is 18 rods	2082
South of the middle corner of said section; thence on a straight	2083
line, and with the East line of the land this day conveyed to	2084
Wesley Ault, to a point in the South line of said section five,	2085
which point is two rods East of the corner of Jacob Jones' land	2086
in said South line; thence with the south line of said quarter	2087
section N. 87 degrees and 30' West 2 poles to a stone, corner to	2088
Jacob Jones' land, from which an 8 inch elm bears N. 74 ½	2089
degrees E. 16 ½ links; thence N. 2 degrees and 30' East 22.3	2090
poles to a stone; thence with Jacob Jones' north line S. 72	2091
degrees and 30' West 6 poles to a stone from which a 12 inch elm	2092
bears south 76 ½ degrees W. 7 ½ links; thence S. 82 degrees and	2093
30' West 12 poles to a stone; thence South 76 degrees West 18.8	2094
poles to a stone; thence S. 74 degrees 30' West 8.2 poles to a	2095
stone; thence S. 82 degrees West 11 poles to a stone; thence S.	2096
87 degrees West 8 poles to a stone, near a bar post in the west	2097
side of a reserved outlet for hauling purposes, thence N. 79	2098
degrees and 45; West 6 poles to a stone; thence S. 86 degrees	2099
15; West 6 poles to a stone; thence S. 86 degrees 15; West 6	2100
poles to a stone; thence S. 86 degrees 15' West 6 poles to a	2101
stone; thence N. 86 degrees and 30' West 12 poles to a stone;	2102
thence S. 80 degrees and 45; West 14.4 poles to the place of	2103
beginning, containing 124 ¾ acres of land, more or less.	2104

EXCLUDING however, if the same be contained in the above
boundaries, all that tract of ten acres, more or less, which was
conveyed to it now owned and occupied by Chapman Powell, in the
southwest corner of said quarter section, the premises herein
conveyed being the same premises conveyed to said Simon R. Dixon
by Albert Douglas, assignee, by deed dated March 12, 1900, and
recorded in Volume 130, at Page 348, Ross County Deed Records.

Second Tract:

Being a part of the southeast quarter of Section 5,
Township 8, and Range 20, and beginning at a point in the south
line of said Section 5, said point being the southwest corner of
the aforesaid southeast quarter; thence with the half section
line, said line being the line between the lands of Dennis
O'Leary and Alfred Poole, N. 7 degrees 45; E. 2412.2 feet to an
oak stake in a fence, from which a large sycamore in the half
section line, running East and West bears N. 22 degrees 19' W.
352.0'; thence S. 22 degrees 19' E. 618.34 feet to a stake in
the roots of a large apple tree and on the West side of said
apple tree; thence S. 37 degrees 35' W. 596.0 feet to a stake;
said stake being 25.5 feet from the aforesaid half section line
measured eastwardly from said half section line at right angles
at a point N. 7 degrees 45' E. 1083.2 feet from the southwest
corner of the southeast quarter of said section; thence S. 9
degrees.06' W. 1083.5 feet to the beginning, containing 3.95
acres.

Third Tract:

Also an adjacent parcel of land beginning on the Southern
line of Section Number 5, Township 8, Range 20, as established
by Lorenzo Wesson 4.3 poles west of the middle of said section;
thence N. 2 degrees 5' E. 22.3 poles to a stone; thence N. 72
degrees 5'W. 6 poles to a stone from which which an elm bears S.

76 degrees 5' W. 7.5 links; thence S. 83 degrees 75'W. 12 poles 2136
to a stone; thence S. 75 degrees 75' W. 48 poles to a stone; 2137
thence S. 74 degrees 10' W. 8.12 poles to a stone; thence S. 80 2138
degrees 35'W. 15.64 poles to a stone; thence S. 83 degrees 45' 2139
W. 11.18 poles to a stone near Bar Post southeast corner to 2140
Chapman Powell's 10.25 acres; thence with his line N. 79 degrees 2141
5' W. 6.16 poles to a stone; thence N. 76 degrees 45' W. 44 2142
poles; thence S. 86 degrees 25' W. 6 poles; thence N. 86 degrees 2143
5' W. 12.1 poles to a stone; thence S. 81 degrees 20' W. 144 2144
poles to a stone as said Powell's southwest corner and the 2145
northeast corner of Jacob Jones' one half acre in Section 6, 2146
said stone having been set by some previous surveyor as being 2147
the Section corner and from which another stone bears N. 5 2148
degrees W. 23 links; thence N. 89 degrees 53' E. 141.2 poles to 2149
the beginning. Being part of Section Number 5, Township 8, and 2150
Range 20, containing 10.8 acres, more or less, according to the 2151
survey made by B. H. Walker, November 1st, 1898 and being the 2152
same tract of land conveyed to Jacob Jones by Henry Jones and 2153
Rachel Jones, his wife, by deed dated May 16, 1850, and recorded 2154
in Ross County Deed Records Volume 50, at Pages 259 and 260; and 2155
being the same premises conveyed by Edwin C. Clough and Catherin 2156
Clough to John Snyder by deed dated April 4, 1904, and recorded 2157
in Volume 143, Page 579, Ross County Deed Records. 2158

Parcel Number: 19-0405007.000, containing 139.5 Acres 2159

PARCEL B, 117.78 Acres 2160

Situated in the County of Ross in the State of Ohio and in 2161
the Township of Liberty: 2162

Part of Section Number 8, Township Number 8, and Range 2163
Number 20; beginning at a stone at the northeast corner of said 2164
Section Number 8; thence along the Walnut Creek road S. 3 deg. 2165
48' W. 69.68 poles to a point in the center line of said road, 2166

corner to Nancy E. Jones; thence along her line N. 85 deg. 55' 2167
W. 106.86 poles (Crossing Walnut Creek at 84 poles) to a stone 2168
in said line; thence N. 85 deg. 55' W. 106.86 poles (Crossing 2169
Walnut Creek at 84 poles) to a stone in said line; thence N. 85 2170
deg. 32' W. 20.1 poles to a stone north of the north line of the 2171
Londonderry pike; thence N. 85 deg. W. 49.6 poles to a point in 2172
the middle of said pike near the top of Jones' hill; thence 2173
along said pike N. 75 deg. W. 9.32 poles to a point in the east 2174
side of a small culvert; thence along said pike N. 85 deg. 55; 2175
54.72 poles, N. 82 deg. W. 10.8 poles; N. 78 deg. 49' W. 44.16 2176
poles to the West line of said Section Number 8; thence with 2177
said line N. 11 deg. 15' E. 49.6 poles to a square sand stone 2178
presumed to be to corner of section number 8, from which stone 2179
an old stone bears N. 5 deg. W. 23 links; thence with the north 2180
boundary line of said Section Number 8, as it meanders and as 2181
established at divers times by Lorenzo Wesson, as shown on 2182
Surveyor's Record Book 4, page 116 and also 262, to which 2183
reference is here made, east 289.2 poles to the beginning, 2184
containing 117.78 acres, more or less, according to survey made 2185
hereof by B.J. Walker on November 1st, 1889 being the same 2186
premises conveyed to Jacob Jones by his father Thomas Jones and 2187
wife, by deed dated January 3rd, 1989 and recorded in Ross 2188
County Deed Record Book 35, Page 473, and 474. 2189

Parcel Number: 19-0405042.000, containing 117.78 Acres 2190

Property Address: 32505 U.S. Highway 50, Chillicothe, Ohio 2191
45601 2192

Prior Instrument Reference: OR Volume 208, Page 217 2193

Instrument 200200005506 2194

The foregoing legal description may be corrected or 2195
modified by the Department of Administrative Services to a final 2196
form if such corrections or modifications are needed to 2197

facilitate recordation of the deed. 2198

(B) (1) The conveyance includes improvements and chattels 2199
situated on the real estate, and is subject to all easements, 2200
covenants, conditions, leases, and restrictions of record; all 2201
legal highways and public rights-of-way; zoning, building, and 2202
other laws, ordinances, restrictions, and regulations; and real 2203
estate taxes and assessments not yet due and payable. The real 2204
estate shall be conveyed in an "as-is, where-is, with all 2205
faults" condition. 2206

(2) The deed or deeds may contain restrictions, 2207
exceptions, reservations, reversionary interests, and other 2208
terms and conditions the Director of Administrative Services 2209
determines to be in the best interest of the State. 2210

(3) Subsequent to the conveyance, any restrictions, 2211
exceptions, reservations, reversionary interests, or other terms 2212
and conditions contained in the deed may be released by the 2213
State or Ohio University without the necessity of further 2214
legislation. 2215

(4) The real estate described above shall be conveyed only 2216
if the Director of Administrative Services and the Board of 2217
Trustees of Ohio University first have determined that the real 2218
estate is surplus real property no longer needed by the state 2219
and that the conveyance is in the best interest of the state. 2220

(C) The Director of Administrative Services shall conduct 2221
a sale of the real estate by sealed bid auction or public 2222
auction, and the real estate shall be sold to the highest bidder 2223
at a price acceptable to the Director of Administrative Services 2224
and Ohio University. The Director of Administrative Services 2225
shall advertise the sealed bid auction or public auction by 2226
publication in a newspaper of general circulation in Ross 2227
County, once a week for three consecutive weeks before the date 2228

on which the sealed bids are to be opened. The Director of 2229
Administrative Services shall notify the successful bidder in 2230
writing. The Director of Administrative Services may reject any 2231
or all bids. 2232

The purchaser shall pay ten percent of the purchase price 2233
to the Director of Administrative Services within five business 2234
days after receiving the notice the bid has been accepted. The 2235
purchaser shall pay the balance of the purchase price to the 2236
Director within sixty days after receiving notice the bid has 2237
been accepted. When the purchase price has been paid, the 2238
Director and purchaser shall enter into a real estate purchase 2239
agreement, in the form prescribed by the Department of 2240
Administrative Services. Payment may be made in cash, or by bank 2241
draft or certified check made payable to the Treasurer of State. 2242
A purchaser who does not complete the conditions of the sale as 2243
prescribed in this division shall forfeit the ten percent of the 2244
purchase price paid to the state as liquidated damages. If a 2245
purchaser fails to complete the purchase, the Director of 2246
Administrative Services may accept the next highest bid, subject 2247
to the foregoing conditions. If the Director of Administrative 2248
Services rejects all bids, the Director may repeat the sealed 2249
bid auction or public auction, or may use an alternative sale 2250
process that is acceptable to Ohio University. 2251

Ohio University shall pay advertising and other costs 2252
incident to the sale of the real estate. 2253

(D) The real estate described in division (A) of this 2254
section may be conveyed as an entire tract or as multiple 2255
parcels. 2256

(E) Purchaser shall pay all costs associated with the 2257
purchase, closing and conveyance, including surveys, title 2258
evidence, title insurance, transfer costs and fees, recording 2259

costs and fees, taxes, and any other fees, assessments, and 2260
costs that may be imposed. 2261

The net proceeds of the sale shall be deposited into Ohio 2262
University accounts for purposes to be determined by the 2263
President and Board of Trustees of Ohio University. 2264

(F) Upon payment of the purchase price, the Director of 2265
the Department of Administrative Services, with the assistance 2266
of the Attorney General, shall prepare a Governor's Deed to the 2267
real estate described in division (A) of this section. The 2268
Governor's Deed shall state the consideration and shall be 2269
executed by the Governor in the name of the State, countersigned 2270
by the Secretary of State, sealed with the Great Seal of the 2271
State, presented in the Department of Administrative Services 2272
for recording, and delivered to the Grantee. The Grantee shall 2273
present the Governor's Deed for recording in the Office of the 2274
Ross County Recorder. 2275

(G) This section shall expire 3 years after its effective 2276
date. 2277

Section 17. (A) The Governor may execute one or more 2278
Governor's Deeds in the name of the State conveying to a 2279
Purchaser or Purchasers to be determined, its successors and 2280
assigns, all of the State's right, title, and interest in the 2281
following described real estate: 2282

Tract 1 2283

Situated in Farm Lots 59, 60, 61 and 97, Section 15, Town 2284
9, Range 14, Athens Township, Athens County, Ohio and being more 2285
particularly described as follows: 2286

Commencing at an iron pin set on the south right of way 2287
line of State Route 682, 60 feet left of Station 23 + 00; thence 2288
along the right of way line North 49° 15' 29" East, 73.03 feet 2289

to an iron pin set at the point of beginning of the tract herein	2290
described; thence leaving the right-of-way line South 13° 17'	2291
54" West 4599.57 feet to an iron pin set; thence along a curve	2292
to the left having a radius of 55.22 feet, the long chord of	2293
which bears South 34° 21' 54" East, 81.64 feet; thence crossing	2294
the road South 07° 58' 32" West 45.65 feet to an iron pin set;	2295
thence along the service road South 82° 01' 29" East 165.24 feet	2296
to an iron pin set; thence along a curve to the right having a	2297
radius of 737.91 feet, the long chord of which bears South 77°	2298
20' 33" East 120.48 feet to an iron pin set; thence leaving the	2299
road South 18° 18' 24" West 42.94 feet; thence South 71° 53' 32"	2300
East 11.68 feet; thence South 18° 30' 08" West 147.30 feet;	2301
thence North 71° 39' 08" West 19.98 feet to an iron pin set;	2302
thence South 18° 34' 29" West 25.40 feet to an iron pin set;	2303
thence North 70° 57' 30" West 117.84 feet to a PK nail; thence	2304
South 18° 53' 11" West 61.21 feet to a PK nail; thence South 70°	2305
50' 21" East 48.51 feet to a PK nail; thence South 18° 52' 47"	2306
West 144.59 feet to a PK nail; thence North 71° 43' 06" West	2307
124.09 feet to a drill hole; thence South 19° 04' 00" West 67.45	2308
feet to an iron pin set; thence South 07° 20' 58" East 82.36	2309
feet to an iron pin set; thence South 03° 53' 24" East 501.05	2310
feet to an iron pin set in the centerline of Dairy lane, passing	2311
an iron pin set at 441.05 feet; thence along the centerline of	2312
Dairy Lane North 77° 59' 12" West 1017.23 feet to an iron pin	2313
found, passing an iron pin set and leaving Dairy Lane at 396.83	2314
feet; thence along the West line of Farm Lot 59 South 01° 43'	2315
00" West 766.29 feet to an iron pin set in the centerline of	2316
Dairy Lane; thence along the centerline of Dairy Lane South 42°	2317
18' 42" West 105.86 feet to an iron pin set; thence leaving	2318
Dairy Lane North 31° 59' 36" West 623.93 feet to an iron pin	2319
set; thence North 59° 26' 28" West 839.30 feet to an iron pin	2320
set; thence North 61° 22' 44" West 894.61 feet to an iron pin	2321
set; thence North 27° 10' 57" East 149.72 feet to an iron pin	2322

set; thence North 88° 00' 11" East 182.35 feet to an iron pin 2323
set; thence North 11° 06' 01" East 355.12 feet to an iron pin 2324
set; thence North 56° 59' 38" East 1029.61 feet to an iron pin 2325
set; thence North 30° 45' 51" East 710.71 feet to an iron pin 2326
set; thence North 20° 04' 51" East 117.83 feet to a point on the 2327
south right of way line of State Route 682 which is 115 feet 2328
left of Station 41 + 48.90; thence along the right of way line 2329
South 78° 16' 53" East 189.25 feet; thence South 61° 51' 14" 2330
East 551.14 feet; thence South 46° 46' 40" East 462.08 feet; 2331
thence South 55° 54' 57" East 301.90 feet; thence South 49° 15' 2332
30" East 226.83 feet to the point of beginning and containing 2333
115.2111 Acres. 2334

Exception No. 1

Commencing at the northeast corner of said 115.2111 acre 2335
tract; thence along a random line North 70° 23' 12" West 972.54 2336
feet to an iron pin set at the point of beginning of the tract 2337
herein described; thence South 55° 51' 56" West 70.00 feet to an 2338
iron pin set; thence North 34° 08' 04" West 80.00 feet to an 2339
iron pin set; thence North 55° 51' 56" East 70.00 feet to an 2340
iron pin set; thence South 34° 08' 04" East 80.00 feet to the 2341
point of beginning containing 0.1285 acres. 2342
2343

Exception No. 2

Commencing at the northeast corner of said 115.2111 acre 2344
tract; thence along a random line South 76° 59' 14" West 1004.22 2345
feet to an iron pin set at the point of beginning of the tract 2346
herein described; thence South 67° 07' 15" West 210.71 feet to 2347
an iron pin set; thence North 18° 43' 55" West 268.42 feet to an 2348
iron pin set; thence North 15° 21' 41" West 267.36 feet to an 2349
iron pin set; thence North 77° 09' 01" East 261.76 feet to an 2350
iron pin set; thence South 06° 38' 34" East 373.04 feet to an 2351
iron pin set; thence South 24° 08' 58" East 129.06 feet to the 2352
2353

point of beginning containing 2.6653 acres.	2354
<u>Exception No. 3</u>	2355
Situated in Lease Lot 59, Section 15, Town 9, Range 14,	2356
Athens Township, Athens County, Ohio and being more particularly	2357
described as follows:	2358
Commencing at the northwest corner of said Lease Lot 59;	2359
Thence along the west line of said Lease Lot South 01° 43'	2360
00" West 341.47 feet to the POINT OF BEGINNING of the tract	2361
herein described;	2362
Thence leaving the Lease lot line North 72° 03' 58" East	2363
65.09 feet;	2364
Thence along a curve to the right having a radius of	2365
118.86 feet the long chord of which bears North 78° 52' 20" East	2366
28.17 feet;	2367
Thence North 85° 40' 42" East 264.98 feet;	2368
Thence along a curve to the left having a radius of 490.97	2369
feet, the long chord of which bears North 80° 42' 11" East 85.16	2370
feet;	2371
Thence along a curve to the left having a radius of 390.68	2372
feet, the long chord of which bears North 71° 46' 36" East 53.84	2373
feet;	2374
Thence North 67° 49' 32" East 55.01 feet;	2375
Thence South 10° 21' 35" West 135.05 feet;	2376
Thence along a curve to the left having a radius of 216.71	2377
feet, the long chord of which bears South 05° 48' 23" East	2378
120.67 feet;	2379
Thence South 25° 53' 20" East 6.83 feet;	2380

Thence along a curve to the right having a radius of	2381
184.83 feet, the long chord of which bears South 09° 37' 32"	2382
East 127.24 feet	2383
Thence along a curve to the left having a radius of 259.34	2384
feet, the long chord of which bears South 03° 10' 34" East 50.30	2385
feet;	2386
Thence along a curve to the left having a radius of 882.54	2387
feet, the long chord of which bears South 12° 53' 40" East	2388
127.83 feet;	2389
Thence South 14° 10' 56" East 292.98 feet to a point on	2390
the center line of Dairy Lane extended;	2391
Thence along said line North 77° 59' 12" West 688.35 feet	2392
to the west line of Lease Lot 59;	2393
Thence along said line North 01° 43' 00" East 603.58 feet	2394
to the POINT OF BEGINNING containing 9.3521 acres in Part One.	2395
<u>Exception No. 4</u>	2396
Situated in Lease Lot 59, Section 15, Town 9, Range 14,	2397
Athens Township, Athens County, Ohio and being more particularly	2398
described as follows:	2399
Commencing at the northwest corner of said Lease Lot 59;	2400
thence along the west line of said Lease Lot South 01° 43' 00"	2401
West 945.05 feet;	2402
Thence leaving the west line South 77° 59' 12" East 744.07	2403
feet to a point in the center of Dairy Lane and the POINT OF	2404
BEGINNING of the tract herein described.	2405
Thence leaving Dairy Lane North 14° 10' 56" West 80.51	2406
feet;	2407
Thence South 82° 55' 29" East 266.38 feet;	2408

Thence South 87° 06' 23" East 15.69 feet;	2409
Thence South 03° 53' 17" East 101.54 feet to a point in	2410
the center of Dairy Lane;	2411
Thence along the center of Dairy Lane North 77° 59' 12"	2412
West 273.16 feet to the POINT OF BEGINNING containing 0.5495	2413
acres in Part Two and 9.9016 acres total. From a survey by	2414
Gregory K. Wright, Registered Surveyor S-6535.	2415
<u>Exception No. 5</u>	2416
Situated in Lease Lot 59, Section 15, Town 9, Range 14,	2417
Athens Township, Athens County, Ohio and being more particularly	2418
described as follows:	2419
Commencing at the northwest corner of said Lease Lot 59;	2420
thence along the west line of said Lease Lot South 01° 43' 00"	2421
West 341.47 feet;	2422
Thence leaving the Lease Lot line North 72° 03' 58" East	2423
65.09 feet;	2424
Thence along a curve to the right having a radius of	2425
118.86 feet the long chord of which bears North 78° 52' 20" East	2426
28.17 feet;	2427
Thence North 85° 40' 42" East 264.98 feet;	2428
Thence along a curve to the left having a radius of 490.97	2429
feet, the long chord of which bears North 80° 42' 11" East 85.16	2430
feet;	2431
Thence along a curve to the left having a radius of 390.68	2432
feet, the long chord of which bears North 71° 46' 36" East 53.84	2433
feet;	2434
Thence North 67° 49' 32" East 55.01 feet to the POINT OF	2435
BEGINNING of the tract herein described;	2436

Thence continuing North 67° 49' 32" East 59.31 feet;	2437
Thence South 10° 21' 35" West 166.95 feet;	2438
Thence along a curve to the left having a radius of 166.71	2439
feet, the long chord of which bears South 05° 48' 23" East 92.83	2440
feet;	2441
Thence along a curve to the right having a radius of	2442
234.43 feet, the long chord of which bears South 13° 54' 47"	2443
East 128.39 feet;	2444
Thence along a curve to the left having a radius of 209.34	2445
feet, the long chord of which bears South 00° 38' 57" seconds	2446
West 68.32 feet;	2447
Thence along a curve to the left having a radius of 832.54	2448
feet, the long chord of which bears South 12° 56' 13" East	2449
121.81 feet;	2450
Thence South 14° 10' 56" East 238.34 feet to a point on	2451
the south side of a brick drive;	2452
Thence continuing South 14° 10' 56" East 80.51 feet to a	2453
point in the center of Dairy Lane.	2454
Thence along the center of said Dairy Lane North 77° 59'	2455
12" West 55.72 feet;	2456
Thence leaving Dairy Lane North 14° 10' 56" West 292.98	2457
feet;	2458
Thence along a curve to the right having a radius of	2459
882.54 feet, the long chord of which bears North 12° 53' 40"	2460
West 127.83 feet;	2461
Thence along a curve to the right having a radius of	2462
259.34 feet, the long chord of which bears North 03° 10' 34"	2463
West 50.30 feet;	2464

Thence along a curve to the left having a radius of 184.43	2465
feet, the long chord of which bears North 09° 37' 32" West	2466
127.24 feet;	2467
Thence North 25° 53' 20" West 6.83 feet;	2468
Thence along a curve to the right having a radius of	2469
216.71 feet, the long chord of which bears North 05° 48' 23"	2470
West 120.67 feet;	2471
Thence North 10° 21' 35" East 135.05 feet to the POINT OF	2472
BEGINNING containing 1.0441 acres. From a survey by Gregory K.	2473
Wright, Registered Surveyor S-6535.	2474
Containing after exceptions 112.4173 acres. Gregory K.	2475
Wright, Registered Surveyor #6535, of Evans, Mechwart, Hambleton	2476
and Tilton, Inc.	2477
Parcel Number: A029050103000	2478
Prior Instrument Reference: Deed Volume 67 Page 407	2479
<u>Tract 2</u>	2480
Situated in Lease Lots 59 and 61, Section 15, Town 9,	2481
range 14, Athens Township, Athens County, Ohio and being more	2482
particularly described as follows;	2483
Commencing at the northwest corner of said Lease Lot 59;	2484
Thence along the north line of said Lease Lot South 89	2485
degrees 09 minutes 40 seconds East, 949.52 feet to THE POINT OF	2486
BEGINNING of the tract herein described;	2487
Thence North 13 degrees 17 minutes 54 seconds East, 459.97	2488
feet to a point on the south right-of-way line of State Route	2489
682;	2490
Thence along said line South 49 degrees 15 minutes 29	2491
seconds East, 73.03 feet;	2492

Thence South 47 degrees 50 minutes 57 seconds East, 509.89	2493
feet;	2494
Thence South 47 degrees 50 minutes 55 seconds East, 303.25	2495
feet;	2496
Thence South 46 degrees 11 minutes 10 seconds East, 688.24	2497
feet;	2498
Thence leaving the right-of-way line South 51 degrees 47	2499
minutes 47 seconds West, 416.70 feet;	2500
Thence South 62 degrees 40 minutes 36 seconds West, 61.25	2501
feet;	2502
Thence South 76 degrees 40 minutes 02 seconds West, 47.78	2503
feet;	2504
Thence South 1 degree 02 minutes 48 seconds East, 85.59	2505
feet;	2506
Thence South 73 degrees 47 minutes 33 seconds West, 73.26	2507
feet;	2508
Thence South 87 degrees 39 minutes 11 seconds West, 175.04	2509
feet;	2510
Thence South 71 degrees 38 minutes 52 seconds West, 151.11	2511
feet;	2512
Thence North 83 degrees 48 minutes 29 seconds West, 290.35	2513
feet;	2514
Thence North 87 degrees 06 minutes 23 seconds West, 146.34	2515
feet;	2516
Thence North 03 degrees 53 minutes 17 seconds West, 399.50	2517
feet;	2518
Thence North 07 degrees 20 minutes 58 seconds West, 82.36	2519

feet;	2520
Thence North 19 degrees 04 minutes 00 seconds East, 67.45	2521
feet;	2522
Thence South 71 degrees 43 minutes 06 seconds East, 124.09	2523
feet;	2524
Thence North 18 degrees 52 minutes 47 seconds East, 144.59	2525
feet;	2526
Thence North 70 degrees 50 minutes 21 seconds West, 48.51	2527
feet;	2528
Thence North 18 degrees 53 minutes 11 seconds East, 61.21	2529
feet;	2530
Thence South 70 degrees 57 minutes 30 seconds East, 117.84	2531
feet;	2532
Thence North 18 degrees 34 minutes 29 seconds East, 25.40	2533
feet;	2534
Thence South 71 degrees 39 minutes 08 seconds East, 19.98	2535
feet;	2536
Thence North 18 degrees 30 minutes 08 seconds East, 147.30	2537
feet;	2538
Thence North 71 degrees 53 minutes 32 seconds West, 11.68	2539
feet;	2540
Thence North 18 degrees 18 minutes 24 seconds East, 42.94	2541
feet;	2542
Thence along a curve to the left having a radius of 737.91	2543
feet, the long chord of which bears North 77 degrees 21 minutes	2544
44 seconds West, 120.98 feet;	2545
Thence North 82 degrees 01 minutes 29 seconds West, 164.73	2546

feet; 2547

Thence North 07 degrees 58 minutes 32 seconds East, 45.67 2548
feet; 2549

Thence along a curve to the right having a radius of 55.22 2550
feet, the long chord of which bears North 34 degrees 21 minutes 2551
49 seconds West, 81.64 feet to THE POINT OF BEGINNING containing 2552
24.2347 acres, 3.1623 acres of which lies in Lease Lot 61 and 2553
21.0724 acres of which lies in Lease Lot 59. From a survey by 2554
Gregory K. Wright, Registered Surveyor S-6535. 2555

Parcel Number A029050100100 2556

Prior Instrument Deed Volume 141 Page 870 2557

The foregoing legal description may be corrected or 2558
modified by the Department of Administrative Services to a final 2559
form if such corrections or modifications are needed to 2560
facilitate recordation of the deed(s). 2561

(B)(1) The conveyance(s) shall include improvements and 2562
chattels situated on the real estate, and be subject to all 2563
leases, easements, covenants, conditions, and restrictions of 2564
record: all legal highways and public rights-of-way; zoning, 2565
building, and other laws, ordinances, restrictions, and 2566
regulations; and real estate taxes and assessments not yet due 2567
and payable. The real estate shall be conveyed in an "as-is, 2568
where-is, with all faults" condition. 2569

(2) The deed or deeds for the conveyance of the real 2570
estate described in division (A) of this section may contain 2571
restrictions, exceptions, reservations, reversionary interests, 2572
or other terms and conditions the Director of Administrative 2573
Services and the Board of Trustees of Ohio University determine 2574
to be in the best interest of the State. 2575

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

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

(C) (1) Consideration for the conveyance of the real estate described in division (A) of this section shall be at a price acceptable to the Department of Administrative Services and the Board of Trustees of Ohio University and such conveyance(s) shall be pursuant to a real estate purchase agreement(s) containing any terms and conditions acceptable to the Department of Administrative Services and the Board of Trustees of Ohio University.

If an acceptable Purchaser or Purchasers cannot be located or does not complete the purchase of the real estate within the time period provided in the real estate purchase agreement(s), Ohio University may use any reasonable method of sale considered acceptable by the Board of Trustees of Ohio University to determine an alternate grantee or grantees willing to complete the purchase within three years after the effective date of this section for a consideration acceptable to the Department of Administrative Services and the Board of Trustees of Ohio University.

(2) If authorized by the Board of Trustees of Ohio University, the Director of Administrative Services shall offer for sale the real estate through either a sealed bid auction or

public auction, as described herein. In such instance, the 2607
method of sale and disposition of the real estate shall be 2608
determined by the Director of Administrative Services and Ohio 2609
University. 2610

The purchaser(s) shall pay ten percent of the purchase 2611
price to the Director of Administrative Services within five 2612
business days after receiving the notice the bid has been 2613
accepted. The purchaser(s) shall pay the balance of the purchase 2614
price to the Director within sixty days after receiving notice 2615
the bid has been accepted. When the purchase price has been 2616
paid, the Director and purchaser(s) shall enter into a real 2617
estate purchase agreement(s), in the form prescribed by the 2618
Department of Administrative Services. Payment shall be made by 2619
bank draft or certified check made payable to the Treasurer of 2620
State. A purchaser who does not complete the conditions of the 2621
sale as prescribed in this division shall forfeit the ten 2622
percent of the purchase price paid to the state as liquidated 2623
damages. If a purchaser fails to complete the purchase, the 2624
Director of Administrative Services may accept the next highest 2625
bid, subject to the foregoing conditions. If the Director of 2626
Administrative Services rejects all bids, the Director may 2627
repeat the sealed bid auction or public auction or may use an 2628
alternative sale process that is acceptable to the Board of 2629
Trustees of Ohio University. 2630

Ohio University shall pay all advertising costs, 2631
additional fees, and other costs incident to the sale of the 2632
real estate. 2633

(D) The real estate described in division (A) of this 2634
section may be conveyed as an entire tract or as multiple 2635
parcels. 2636

(E) The costs associated with the purchase, closing and 2637

conveyance of the real estate described in division (A) of this 2638
section shall be paid by the Purchaser or Purchasers and/or Ohio 2639
University in the manner stated in the real estate purchase 2640
agreement(s). 2641

The proceeds of the sale(s) shall be deposited into 2642
university accounts for purposes to be determined by the Board 2643
of Trustees of Ohio University. 2644

(F) Upon the execution of the real estate purchase 2645
agreement(s), the Director of the Department of Administrative 2646
Services, with the assistance of the Attorney General, shall 2647
prepare a Governor's Deed to the real estate described in 2648
division (A) of this section. The Governor's Deed(s) shall state 2649
the consideration and shall be executed by the Governor in the 2650
name of the State, countersigned by the Secretary of State, 2651
sealed with the Great Seal of the State, presented in the 2652
Department of Administrative Services for recording, and 2653
delivered to the Purchaser(s). The Purchaser(s) shall present 2654
the Governor's Deed(s) for recording in the Office of the Athens 2655
County Recorder. 2656

(G) This section shall expire three (3) years after its 2657
effective date. 2658

Section 18. (A) The Governor may execute a Governor's Deed 2659
in the name of the State conveying to Captina Conservancy 2660
("Purchaser"), and its successors and assigns, all of the 2661
State's right, title, and interest in all or part of the 2662
following described real estate: 2663

Tract 1 2664

Situated in the Township of Smith, County of Belmont, 2665
State of Ohio, and known as being a part of the southeast 2666
quarter of Section 34, Township 6, Range 4. 2667

Beginning for the same at the S.E. corner of the parcel to
be described, from which the S.E. corner of Section 34, T. 6, R.
4 bears, S. 84° 49' E. 1497.83 feet, (bearing on East Sec. line
is N. 4° 56' E.); thence from the place of beginning and along
the South Section Line of Section 34, N. 84° 49' W., 1011.60
feet to a point; thence leave the section line, N. 5° 01 E.,
869.65 feet to a point; thence S. 84° 45' 40" E., 800.00 feet to
a point; thence S. 8° 39' 40" E., 894.85 feet to the place of
beginning. Containing 18.075 acres more or less and being
subject to all legal highways.

Parcel Number: 36-60019.000 (part)

Prior Instrument Reference: Vol 494 Page 440

Tract 2

Situated in the Township of Smith, County of Belmont,
State of Ohio, and known as being a part of Section 33, Township
3, Range 4.

Beginning for the same at a point in the North line of
Sec.33, from which the N.E. Corner of Sec. 33 bears S. 84° 49'
E., 1497.83, (bearing on East Sec. Line is S. 4° 56' W.); thence
from the place of beginning S. 8° 39' 40" E., 2093.26 feet to a
point; thence S. 86° 17' 30" E. 665.00 feet to a point; thence
S. 3° 42' 30" W., 700.00 feet to a point on the half section
line of said Section 33, thence with the half section line S.
84° 46' 30" E., 250.00 feet to a stone, said stone being N. 84°
46' 30" W., 7601 feet from a stone at the southeast corner of
the Northeast quarter of Section 33; thence leaving said half
section line S. 20° 16' W., 891.68 feet to a point in Township
Road T-234; thence with said road S. 11° 59' 30" W., 351.83
feet; thence S. 24° 42' W. 418.27 feet to a point in the
township road; thence leave the township N. 53° 10' W., 3195.84
feet to a point; thence N. 4° 51' 30" E., 1300.00 feet to a

point; thence S. 85° 08' 30" E. 700.00 feet to a marked stone 2699
(lime) on the half section line of Section 33; thence with the 2700
half section line N. 5° 01' E., 1338.91 feet to the northwest 2701
corner of the northeast quarter of Section 33; thence with the 2702
north line of Section 33 S. 84° 49' E., 1011.60 feet to the 2703
place of beginning. Containing 170.715 acres, more or less and 2704
being subject to all legal highways, easements and restrictions 2705
of record. 2706

Parcel Number: 36-60020.000 (part) 2707

Prior Instrument Reference: Vol 494 Page 440 2708

The foregoing legal description may be corrected or 2709
modified by the Department of Administrative Services to a final 2710
form if such corrections or modifications are needed to 2711
facilitate recordation of the deed. 2712

(B) (1) The conveyance includes improvements and chattels 2713
situated on the real estate, and is subject to all easements, 2714
covenants, conditions, leases, and restrictions of record: all 2715
legal highways and public rights-of-way; zoning, building, and 2716
other laws, ordinances, restrictions, and regulations; and real 2717
estate taxes and assessments not yet due and payable. The real 2718
estate shall be conveyed in an "as-is, where-is, with all 2719
faults" condition. 2720

(2) The deed or deeds for the conveyance of the real 2721
estate may contain restrictions, exceptions, reservations, 2722
reversionary interests, and other terms and conditions the 2723
Director of Administrative Services and the Board of Trustees of 2724
Ohio University determines to be in the best interest of the 2725
State. 2726

(3) Subsequent to the conveyance, any restrictions, 2727
exceptions, reservations, reversionary interests, or other terms 2728

and conditions contained in the deed may be released by the 2729
State or the Board of Trustees of Ohio University without the 2730
necessity of further legislation. 2731

(C) Consideration for the conveyance of the real estate 2732
described in division (A) of this section shall be at a price 2733
acceptable to the Director of Administrative Services and the 2734
Board of Trustees of Ohio University. 2735

The Director of Administrative Services shall offer all or 2736
part of the real estate to Captina Conservancy through a real 2737
estate purchase agreement. If Captina Conservancy does not 2738
complete the purchase of the real estate within the time period 2739
provided in the real estate purchase agreement, the Director of 2740
Administrative Services may use any reasonable method of sale 2741
considered acceptable by the Board of Trustees of Ohio 2742
University to determine an alternate purchaser or purchasers 2743
willing to complete the purchase within three years after the 2744
effective date of this section. Ohio University shall pay all 2745
advertising costs, additional fees, and other costs incident to 2746
the sale of the real estate. 2747

For any part of the real estate that is not offered to 2748
Captina Conservancy, The Director of Administrative Services 2749
shall conduct a sale of the real estate by sealed bid auction or 2750
public auction, and the real estate shall be sold to the highest 2751
bidder at a price acceptable to the Director of Administrative 2752
Services and Ohio University. The Director of Administrative 2753
Services shall advertise the sealed bid auction or public 2754
auction by publication in a newspaper of general circulation in 2755
Belmont County, once a week for three consecutive weeks before 2756
the date on which the sealed bids are to be opened. The Director 2757
of Administrative Services shall notify the successful bidder in 2758
writing. The Director of Administrative Services may reject any 2759

or all bids. 2760

The purchaser(s) shall pay ten percent of the purchase 2761
price to the Director of Administrative Services within five 2762
business days after receiving the notice the bid has been 2763
accepted. The purchaser(s) shall pay the balance of the purchase 2764
price to the Director within sixty days after receiving notice 2765
the bid has been accepted. When the purchase price has been 2766
paid, the Director and purchaser(s) shall enter into a real 2767
estate purchase agreement, in the form prescribed by the 2768
Department of Administrative Services. Payment may be made by 2769
bank draft or certified check made payable to the Treasurer of 2770
State. Purchaser(s) who does not complete the conditions of the 2771
sale as prescribed in this division shall forfeit the ten 2772
percent of the purchase price paid to the state as liquidated 2773
damages. If a purchaser(s) fails to complete the purchase, the 2774
Director of Administrative Services may accept the next highest 2775
bid, subject to the foregoing conditions. If the Director of 2776
Administrative Services rejects all bids, the Director may 2777
repeat the sealed bid auction or public auction, or may use an 2778
alternative sale process that is acceptable to Ohio University. 2779

(D) The real estate described in division (A) of this 2780
section may be conveyed as an entire tract or as multiple 2781
parcels. 2782

(E) Except as otherwise specified above, the Purchaser 2783
shall pay all costs associated with the purchase, closing and 2784
conveyance, including surveys, title evidence, title insurance, 2785
transfer costs and fees, recording costs and fees, taxes, and 2786
any other fees, assessments, and costs that may be imposed. 2787

The proceeds of the sale shall be paid to Ohio University 2788
and deposited into the appropriate university accounts for the 2789
benefit of Ohio University. 2790

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

(G) This section shall expire three (3) years after its
effective date.

Section 19. (A) The Governor may execute one or more
Governor's Deeds in the name of the State conveying to a
purchaser or purchasers to be determined, its successors and
assigns, all of the State's right, title, and interest in the
following described real estate:

Tract 1

Situated in the Township of Smith, County of Belmont,
State of Ohio, and known as being a part of Section 33, Township
6, Range 4.

Beginning for the same at the northeast corner of said
Section 33; thence with said east line of Section 33 and also
with the county road S. 4° 56; W. 1330.35 feet to a stone near
the west side of the road; thence leaving said section line and
road N. 84° 22' W. 355.60 feet to a stone; thence S. 3° 42' 30"
W. 1384.43 feet to a point on the half section line of said
Section 33; thence with the half section line S. 84° 46' 30" E.
250.00 feet to a stone, said stone being N. 84° 46' 30" W. 76.01

feet from a stone at the southeast corner of the northeast 2822
quarter of Section 33; thence leaving said half section line S. 2823
20° 16' W. 891.68 feet to a point in the county road; thence 2824
with said road S. 11° 59' 30" W. 351.83 feet; thence S. 24° 42' 2825
W. 418.27 feet; thence S. 31° 37' W. 1195.00 feet to a post on 2826
the south line of said Section 33 and near the west side of the 2827
road; thence leaving said road and with the south line of 2828
Section 33 N. 84° 52' W. 1481.60 feet to a stone at the 2829
southwest corner of the southeast quarter of Section 33 and 2830
passing a stone on line at plus 442.00 feet; thence with the 2831
half section line N. 4° 55' E. 1342.09 feet to a stone; thence 2832
leaving said half section line N. 85° 03' 30" W. 1961.68 feet to 2833
a post; thence N. 10° 40' E. 637.96 feet to a post; thence N. 2834
29° 06' E. 776.53 feet to a post; thence N. 84° 46' 30" W. 2835
939.34 feet to a point on the west line of said Section 33, said 2836
line also being the township line between Smith and Goshen 2837
Townships; thence with said section line N. 5° 04' E. 1354.82 2838
feet to a post at the northwest corner of the southwest quarter 2839
of Section 33; thence S. 85° 08' 30" E. 2519.87 feet to a marked 2840
stone (lime) on the half section line of Section 33; thence with 2841
said half section line N. 5° 01' E. 1338.91 feet to the 2842
northwest corner of the northeast quarter of Section 33; thence 2843
with the north line of Section 33 S. 84° 49' E. 2509.43 feet to 2844
the place of beginning, containing 405.936 acres and being 2845
subject to all legal highways. 2846

Excepting therefrom: 2847

Situated in the Township of Smith, County of Belmont, 2848
State of Ohio, and known as being a part of the southeast 2849
quarter of Section 34, Township 6, Range 4. 2850

Beginning for the same at the S.E. corner of the parcel to 2851
be described, from which the S.E. corner of Section 34, T. 6, R. 2852

4 bears, S. 84° 49' E., 1497.83 feet, (bearing on East Sec. line 2853
is N. 4° 56' E.); thence from the place of beginning and along 2854
the South Section Line of Section 34, N. 84° 49' W., 1011.60 2855
feet to a point; thence leave the section line, N. 5° 01' E., 2856
869.05 feet to a point; thence S. 84° 45' 40" E., 800.00 feet to 2857
a point; thence S. 8° 39' 40" E., 894.83 feet to the place of 2858
beginning. Containing 18.075 acres more or less and being 2859
subject to all legal highways. 2860

Part of parcel: 36-60019.000 2861

Tract 2 2862

Situated in the Township of Smith, County of Belmont, 2863
State of Ohio and known as being a part of the southeast quarter 2864
of Section 34, Township 6, Range 4. 2865

Beginning for the same at the southeast corner of said 2866
Section 34; thence with the south line of said section N. 84° 2867
49' W. 2509.43 feet to the southwest corner of the southeast 2868
quarter of said section; thence with the west line of said 2869
quarter section N. 5° 01' E. 869.65 feet; thence leaving said 2870
line S. 84° 45' 40" E. 2508.19 feet to a point on the east line 2871
of said southeast quarter section; thence with said quarter 2872
section line S. 4° 56' W. 867.29 feet to the place of beginning, 2873
containing 50.019 acres and being subject to all legal highways. 2874

Excepting therefrom: 2875

Situated in the Township of Smith, County of Belmont, 2876
State of Ohio, and known as being a part of Section 33, Township 2877
6, Range 4. 2878

Beginning for the same at a point in the North Line of 2879
Sec. 33, from which the N.E. Corner of Sec. 33 bears S. 84° 49' 2880
E., 1497.83 feet, (bearing on East Sec. Line is S. 4° 56' W.); 2881
thence from the place of beginning, S. 8° 39' 40" E., 2093.26 2882

feet to a point; thence S. 86° 17' 30" E. 665.00 feet to a 2883
point; thence S. 3° 42' 30" W., 700.00 feet to a point on the 2884
half section line of said Section 33, thence with the half 2885
section line S. 84° 46' 30" E., 250.00 feet to a stone, said 2886
stone being N. 84° 46' 30" W., 76.01 feet from a stone at the 2887
southeast corner of the northeast quarter of Section 33; thence 2888
leaving said half section line S. 20° 16' W., 891.68 feet 2889
leaving said half section line S. 20° 16' W., 891.68 feet to a 2890
point in Township Road T-234; thence with said road S. 11° 59' 2891
30" W., 351.83 feet; thence S. 24° 42' W. 418.27 feet to a point 2892
in the township road; thence leave the township N. 53° 10' W., 2893
3195.85 feet to a point; thence N. 4° 51' 30" E., 1300.00 feet 2894
to a point; thence S. 85° 08' 30" E. 700.00 feet to a marked 2895
stone (lime) on the half section line N. 5° 01' E., 1338.91 feet 2896
to the northwest corner of the northeast quarter of Section 33; 2897
thence with the north line of Section 33 S. 84° 49' E., 1011.60 2898
feet to the place of beginning. Containing 170.715 acres, more 2899
or less and being subject to all legal highways. 2900

Part of parcel: 36-60020.000 2901

Excepting all of the Pittsburgh Number Eight (8) coal, 2902
together with mining rights, options and privileges as conveyed 2903
by the following instruments: 2904

(1) Eleanor Gatten, et al. to The Empire Coal mining 2905
Company, by deed dated January 29, 1901, and recorded in Volume 2906
132, Page 251, Belmont County Deed Records. 2907

(2) Deed from J. H. Dysart to The Empire Coal Mining 2908
Company dated January 17, 1901, and recorded in Volume 132, Page 2909
218, Belmont County Deed Records. 2910

(3) Deed from J. H. Dysart, et al. to The Empire Coal 2911
Mining Company dated January 11, 1901, and recorded in Volume 2912
132, Page 312, Belmont County Deed Records. 2913

(4) Deed from Margaret Dysart, et al. to The North 2914
American Coal Corporation dated December 29, 1961, and recorded 2915
in Volume 459, Page 12, Belmont County Deed Records. 2916

The above described premises are subject to the following 2917
easements or rights of way heretofore conveyed as follows: 2918

(5) Easement granted by O.B. Dysart, et al. to the Ohio 2919
Power Company to construct and maintain an electric power line 2920
by instrument dated May 29, 1947, and recorded in Volume 348, 2921
Page 353, Belmont County Deed Records. 2922

(6) Easement granted by J. H. Dysart, et al. to the 2923
Natural Gas Company of West Virginia for the purpose of laying 2924
and maintaining a pipe line for the transportation of oil and 2925
gas by instrument dated November 11, 1925, and recorded in 2926
Volume 48, Page 484, Belmont County Lease Records. 2927

(7) Easement granted by O. B. Dysart, et al. to Rural 2928
Electric Cooperative, Inc. for the purpose of erecting and 2929
maintaining an electric power line by instrument dated July 20, 2930
1936, and recorded in Volume 303, Page 30, Belmont County Deed 2931
Records. 2932

(8) Easement granted by John H. Dysart, et al. to the Ohio 2933
Power Company for the purpose of erecting and maintaining an 2934
electric power line by instrument dated July 31, 1945, and 2935
recorded in Volume 348, Page 260, Belmont County Deed Records. 2936

(9) Easement granted by O. B. Dysart, et al. to the 2937
Peoples Telephone Company for the purpose of maintaining a 2938
telephone line by instrument dated August 31, 1950, and recorded 2939
in Volume 388, Page 13, Belmont County Deed Records. 2940

Being a part of the same premises that was conveyed by 2941
Gladys McGaughy and Margaret Dysart by Warranty Deed dated July 2942
2, 1962, which Deed is recorded in Volume 461 at page 713 of the 2943

Belmont County Record of Deeds.	2944
Prior Instrument Reference: Deed Volume 494, Page 443	2945
The foregoing legal description may be corrected or	2946
modified by the Department of Administrative Services to a final	2947
form if such corrections or modifications are needed to	2948
facilitate recordation of the deed(s).	2949
(B) (1) The conveyance(s) shall include improvements and	2950
chattels situated on the real estate, and be subject to all	2951
leases, easements, covenants, conditions, and restrictions of	2952
record: all legal highways and public rights-of-way; zoning,	2953
building, and other laws, ordinances, restrictions, and	2954
regulations; and real estate taxes and assessments not yet due	2955
and payable. The real estate shall be conveyed in an "as-is,	2956
where-is, with all faults" condition.	2957
(2) The deed or deeds for the conveyance(s) of the real	2958
estate described in division (A) of this section may contain	2959
restrictions, exceptions, reservations, reversionary interests,	2960
or other terms and conditions the Director of Administrative	2961
Services and the Board of Trustees of Ohio University determine	2962
to be in the best interest of the State.	2963
(3) Subsequent to the conveyance, any restrictions,	2964
exceptions, reservations, reversionary interests, or other terms	2965
and conditions contained in the deed or deeds may be released by	2966
the State or The Board of Trustees of Ohio University without	2967
the necessity of further legislation.	2968
(4) The deed or deeds may contain restrictions prohibiting	2969
the purchaser or purchasers from occupying, using, or	2970
developing, or from selling, the real estate such that the use	2971
or alienation will interfere with the quiet enjoyment of	2972
neighboring state-owned land.	2973

(C) (1) Consideration for the conveyance of the real estate 2974
described in division (A) of this section shall be at a price 2975
acceptable to the Department of Administrative Services and the 2976
Board of Trustees of Ohio University and such conveyance(s) 2977
shall be pursuant to a real estate purchase agreement(s) 2978
containing any terms and conditions acceptable to the Department 2979
of Administrative Services and the Board of Trustees of Ohio 2980
University. 2981

If an acceptable purchaser or purchasers cannot be located 2982
or does not complete the purchase of the real estate within the 2983
time period provided in the real estate purchase agreement(s), 2984
Ohio University may use any reasonable method of sale considered 2985
acceptable by the Board of Trustees of Ohio University to 2986
determine an alternate purchaser or purchasers willing to 2987
complete the purchase within three years after the effective 2988
date of this section for a consideration acceptable to the 2989
Department of Administrative Services and the Board of Trustees 2990
of Ohio University. 2991

(2) If authorized by the Board of Trustees of Ohio 2992
University, the Director of Administrative Services shall offer 2993
for sale the real estate through either a sealed bid auction or 2994
public auction, as described herein. In such instance, the 2995
method of sale and disposition of the real estate shall be 2996
determined by the Director of Administrative Services and Ohio 2997
University. 2998

The purchaser(s) shall pay ten percent of the purchase 2999
price to the Director of Administrative Services within five 3000
business days after receiving the notice the bid has been 3001
accepted. The purchaser(s) shall pay the balance of the purchase 3002
price to the Director within sixty days after receiving notice 3003
the bid has been accepted. When the purchase price has been 3004

paid, the Director and purchaser(s) shall enter into a real 3005
estate purchase agreement(s), in the form prescribed by the 3006
Department of Administrative Services. Payment shall be made by 3007
bank draft or certified check made payable to the Treasurer of 3008
State. Purchaser(s) who does not complete the conditions of the 3009
sale as prescribed in this division shall forfeit the ten 3010
percent of the purchase price paid to the state as liquidated 3011
damages. If a purchaser fails to complete the purchase, the 3012
Director of Administrative Services may accept the next highest 3013
bid, subject to the foregoing conditions. If the Director of 3014
Administrative Services rejects all bids, the Director may 3015
repeat the sealed bid auction or public auction or may use an 3016
alternative sale process that is acceptable to the Board of 3017
Trustees of Ohio University. 3018

Ohio University shall pay all advertising costs, 3019
additional fees, and other costs incident to the sale of the 3020
real estate. 3021

(D) The real estate described in division (A) of this 3022
section may be conveyed as an entire tract or as multiple 3023
parcels. 3024

(E) Except as otherwise specified above, the costs 3025
associated with the purchase, closing and conveyance of the real 3026
estate described in division (A) of this section shall be paid 3027
by the purchaser or purchasers and/or Ohio University in the 3028
manner stated in the real estate purchase agreement(s). 3029

The proceeds of the sale(s) shall be deposited into 3030
university accounts for purposes to be determined by the Board 3031
of Trustees of Ohio University. 3032

(F) Upon the execution of the real estate purchase 3033
agreement(s), the Director of the Department of Administrative 3034
Services, with the assistance of the Attorney General, shall 3035

prepare a Governor's Deed(s) to the real estate described in 3036
division (A) of this section. The Governor's Deed(s) shall state 3037
the consideration and shall be executed by the Governor in the 3038
name of the State, countersigned by the Secretary of State, 3039
sealed with the Great Seal of the State, presented in the 3040
Department of Administrative Services for recording, and 3041
delivered to the Purchaser(s). The Purchaser(s) shall present 3042
the Governor's Deed(s) for recording in the Office of the 3043
Belmont County Recorder. 3044

(G) This section shall expire three (3) years after its 3045
effective date. 3046

Section 20. (A) The Governor may execute one or more 3047
Governor's Deeds in the name of the State conveying to a 3048
Purchaser or Purchasers to be determined, its successors and 3049
assigns, all of the State's right, title, and interest in the 3050
following described real estate: 3051

Situated in the City of Athens, County of Athens and State 3052
of Ohio and more particularly described as follows: 3053

Tract 1 3054

Parcel No. 1 - All of Inlot No. 141 in said City, County 3055
and State except 22 3/12 feet in width off of the west side of 3056
said Lot formerly owned by Serguis Bingham and that part of said 3057
Lot off of the east side, east of the alley, now owned and 3058
occupied by the United States of America, together with the 3059
common use of the alley running north and south through said Lot 3060
No. 141. It is hereby intended to describe the same real estate 3061
conveyed by Peter Kern and wife to one Betsy P. Harris by deed 3062
dated April 24, 1885, and recorded in Deed Book No. 58, at Page 3063
565 of the Deed Records of Athens County, Ohio. Being the 3064
premises conveyed to The Athens Messenger & Herald Printing 3065
Company by May P. Harris, unmarried, et al, by deed dated August 3066

29th, 1933, and recorded in Volume 158, Page 440, Athens County
Deed Records.

Tract 2

Parcel No. 2 - Commencing at the northwest corner of Inlot
No. 141 in said City and thence running east with the street on
the north line of said Lot, 22 feet and 3 inches; thence south
parallel with the west line of said Lot to the south line
thereof; thence west with said south line to the west line of
said lot; thence north with said west line to the place of
beginning. Being a part of the same premises conveyed to
Margaret Hearn by Nelle Sanderson, et al, by deed dated the 19th
day of May, 1936, and recorded in Volume 169, Page 550, Record
of Deeds of Athens County, Ohio. Being the premises conveyed to
The Messenger Publishing Company by Margaret Hearn, unmarried,
by deed dated February 24th, 1948, and recorded in Volume 196,
Page 507, Athens County Deed Records. Said premises are subject
to a right-of-way and easement from The Messenger Publishing
Company to the Columbus and Southern Ohio Electric Company dated
June 5th, 1968, and of record in Volume 284, Page 265, Athens
County Deed Records.

Tract 3

Parcel No. 3 - Conveying all right, title or interest of
the grantor in the real estate described in the following Athens
City Ordinance No. 1096 dated June 18, 1951. To-wit:

AN ORDINANCE TO VACATE A PART OF SOUTH HIGH STREET ON THE
EAST SIDE THEREOF FROM WEST UNION STREET TO THE SOUTH LOT LINE
OF INLOT NO. 141 AS HEREINBELOW DESCRIBED.

Situated in the City of Athens, Section 9, T9N, R14W, of
Athens Township, Athens County, Ohio.

Beginning at an iron pin, on the south west corner of

Inlot No. 141, that point of beginning being on the east side of South High Street; thence north four degrees and fifteen minutes east (N 4° 15' E), one hundred thirty two feet (132.00'), along the east side of South High Street, to the south side of Union Street; thence north eighty five degrees and forty five minutes west (N 85° 45' W) ten feet (10.0'), to an iron pin on the south side of Union Street thence south zero degrees and five minutes west (S 0° 05' W), one hundred thirty two and thirty seven hundredths feet (132.37') to the point of beginning.

Parcel Numbers: A027230000500 & A027230000600 & A027230000601

Prior Instrument Reference: Deed Volume 312 Page 865

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

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

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

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

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

If an acceptable Purchaser or Purchasers cannot be located or does not complete the purchase of the real estate within the time period provided in the real estate purchase agreement, Ohio University may use any reasonable method of sale considered acceptable by the Board of Trustees of Ohio University to determine an alternate grantee or grantees willing to complete the purchase within three years after the effective date of this section for a consideration acceptable to the Department of Administrative Services and the Board of Trustees of Ohio University.

(2) If authorized by the Board of Trustees of Ohio University, the Director of Administrative Services shall offer for sale the real estate through either a sealed bid auction or

public auction, as described herein. In such instance, the 3158
method of sale and disposition of the real estate shall be 3159
determined by the Director of Administrative Services and Ohio 3160
University. 3161

The purchaser(s) shall pay ten percent of the purchase 3162
price to the Director of Administrative Services within five 3163
business days after receiving the notice the bid has been 3164
accepted. The purchaser(s) shall pay the balance of the purchase 3165
price to the Director within sixty days after receiving notice 3166
the bid has been accepted. When the purchase price has been 3167
paid, the Director and purchaser(s) shall enter into a real 3168
estate purchase agreement, in the form prescribed by the 3169
Department of Administrative Services. Payment shall be made by 3170
bank draft or certified check made payable to the Treasurer of 3171
State. Purchaser(s) who does not complete the conditions of the 3172
sale as prescribed in this division shall forfeit the ten 3173
percent of the purchase price paid to the state as liquidated 3174
damages. If a purchaser(s) fails to complete the purchase, the 3175
Director of Administrative Services may accept the next highest 3176
bid, subject to the foregoing conditions. If the Director of 3177
Administrative Services rejects all bids, the Director may 3178
repeat the sealed bid auction or public auction or may use an 3179
alternative sale process that is acceptable to the Board of 3180
Trustees of Ohio University. 3181

Ohio University shall pay all advertising costs, 3182
additional fees, and other costs incident to the sale of the 3183
real estate. 3184

(D) The real estate described in division (A) of this 3185
section may be conveyed as an entire tract or as multiple 3186
parcels. 3187

(E) Except as otherwise specified above, the costs 3188

associated with the purchase, closing and conveyance of the real 3189
estate described in division (A) of this section shall be paid 3190
by the Purchaser or Purchasers and/or Ohio University in the 3191
manner stated in the real estate purchase agreement(s). 3192

The proceeds of the sale(s) shall be deposited into 3193
university accounts for purposes to be determined by the Board 3194
of Trustees of Ohio University. 3195

(F) Upon the execution of the real estate purchase 3196
agreement(s), the Director of the Department of Administrative 3197
Services, with the assistance of the Attorney General, shall 3198
prepare a Governor's Deed to the real estate described in 3199
division (A) of this section. The Governor's Deed shall state 3200
the consideration and shall be executed by the Governor in the 3201
name of the State, countersigned by the Secretary of State, 3202
sealed with the Great Seal of the State, presented in the 3203
Department of Administrative Services for recording, and 3204
delivered to the Purchaser. The Purchaser shall present the 3205
Governor's Deed for recording in the Office of the Athens County 3206
Recorder. 3207

(G) This section shall expire three (3) years after its 3208
effective date. 3209

Section 21. (A) The Governor may execute one or more 3210
Governor's Deeds in the name of the State conveying to a 3211
purchaser or purchasers to be determined, its successors and 3212
assigns, all of the State's right, title, and interest in the 3213
following described real estate: 3214

Situated in the State of Ohio, County of Athens, City of 3215
Athens and being described as follows: 3216

Original site 3217

Beginning twenty-five (25) feet west of the north-east 3218

corner of inlot numbered sixty-three (63) in said village, now 3219
city, and thence running west one hundred and thirty (130) feet; 3220
thence south one hundred and thirty-two (132) feet to the south 3221
line of said inlot number sixty-three (63); thence east one 3222
hundred and thirty (130) feet; thence north one hundred and 3223
thirty-two (132) feet to the place of beginning, situate in the 3224
village, now City of Athens, Athens County, Ohio. 3225

Additional site acquired 3226

Beginning at a point in the south line of Union Street one 3227
hundred and thirty (130) feet west of the intersection of the 3228
west line of Congress Street with the south line of Union 3229
Street; running thence west with the south side of Union Street, 3230
thirty-five (35) feet; thence south, parallel with High Street 3231
and along the east side of said new public alley, one hundred 3232
thirty-two (132) feet, to the north line of Lot No. 142; thence 3233
east, parallel with Union Street and with the north line of Lots 3234
142 and 64, thirty-five (35) feet; and thence north, parallel 3235
with High Street, one hundred thirty-two (132) feet to the place 3236
of beginning, being in the village, now City of Athens, Athens 3237
County, Ohio; 3238

Parcel Number: A027230000400 3239

Prior Instrument Reference: Deed Volume 258 Page 145 3240

The foregoing legal description may be corrected or 3241
modified by the Department of Administrative Services to a final 3242
form if such corrections or modifications are needed to 3243
facilitate recordation of the deed(s). 3244

(B) (1) The conveyance(s) shall include improvements and 3245
chattels situated on the real estate, and be subject to all 3246
leases, easements, covenants, conditions, and restrictions of 3247
record: all legal highways and public rights-of-way; zoning, 3248

building, and other laws, ordinances, restrictions, and 3249
regulations; and real estate taxes and assessments not yet due 3250
and payable. The real estate shall be conveyed in an "as-is, 3251
where-is, with all faults" condition. 3252

(2) The deed or deeds for the conveyance(s) of the real 3253
estate described in division (A) of this section may contain 3254
restrictions, exceptions, reservations, reversionary interests, 3255
or other terms and conditions the Director of Administrative 3256
Services and the Board of Trustees of Ohio University determine 3257
to be in the best interest of the State. 3258

(3) Subsequent to the conveyance, any restrictions, 3259
exceptions, reservations, reversionary interests, or other terms 3260
and conditions contained in the deed or deeds may be released by 3261
the State or The Board of Trustees of Ohio University without 3262
the necessity of further legislation. 3263

(4) The deed or deeds may contain restrictions prohibiting 3264
the purchaser or purchasers from occupying, using, or 3265
developing, or from selling, the real estate such that the use 3266
or alienation will interfere with the quiet enjoyment of 3267
neighboring state-owned land. 3268

(C) (1) Consideration for the conveyance of the real estate 3269
described in division (A) of this section shall be at a price 3270
acceptable to the Department of Administrative Services and the 3271
Board of Trustees of Ohio University and such conveyance(s) 3272
shall be pursuant to a real estate purchase agreement(s) 3273
containing any terms and conditions acceptable to the Department 3274
of Administrative Services and the Board of Trustees of Ohio 3275
University. 3276

If an acceptable purchaser or purchasers cannot be located 3277
or does not complete the purchase of the real estate within the 3278
time period provided in the real estate purchase agreement(s), 3279

Ohio University may use any reasonable method of sale considered acceptable by the Board of Trustees of Ohio University to determine an alternate purchaser or purchasers willing to complete the purchase within three years after the effective date of this section for a consideration acceptable to the Department of Administrative Services and the Board of Trustees of Ohio University.

(2) If authorized by the Board of Trustees of Ohio University, the Director of Administrative Services shall offer for sale the real estate through either a sealed bid auction or public auction, as described herein. In such instance, the method of sale and disposition of the real estate shall be determined by the Director of Administrative Services and Ohio University.

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

alternative sale process that is acceptable to the Board of 3312
Trustees of Ohio University. 3313

Ohio University shall pay all advertising costs, 3314
additional fees, and other costs incident to the sale of the 3315
real estate. 3316

(D) The real estate described in division (A) of this 3317
section may be conveyed as an entire tract or as multiple 3318
parcels. 3319

(E) Except as otherwise specified above, the costs 3320
associated with the purchase, closing and conveyance of the real 3321
estate described in division (A) of this section shall be paid 3322
by the purchaser or purchasers and/or Ohio University in the 3323
manner stated in the real estate purchase agreement(s). 3324

The proceeds of the sale(s) shall be deposited into 3325
university accounts for purposes to be determined by the Board 3326
of Trustees of Ohio University. 3327

(F) Upon the execution of the real estate purchase 3328
agreement(s), the Director of the Department of Administrative 3329
Services, with the assistance of the Attorney General, shall 3330
prepare a Governor's Deed(s) to the real estate described in 3331
division (A) of this section. The Governor's Deed(s) shall state 3332
the consideration and shall be executed by the Governor in the 3333
name of the State, countersigned by the Secretary of State, 3334
sealed with the Great Seal of the State, presented in the 3335
Department of Administrative Services for recording, and 3336
delivered to the Purchaser(s). The Purchaser(s) shall present 3337
the Governor's Deed for recording in the Office of the Athens 3338
County Recorder. 3339

(G) This section shall expire three (3) years after its 3340
effective date. 3341

Section 22. (A) The Governor may execute one or more
Governor's Deeds in the name of the State conveying to a
purchaser or purchasers to be determined, its successors and
assigns, all of the State's right, title, and interest in the
following described real estate:

Situate in the City of Athens in the County of Athens and
State of Ohio, to wit:

Inlot No. Ten Hundred and Sixty-Three (1063) in the
Presbyterian Parsonage Addition to said Village, now City, of
Athens as recorded in plat book No. 4, page 11, of the Record of
Plats of said County.

Being the same premises deeded by Trustee's Deed from the
Trustees of the First Presbyterian Church, of Athens, Ohio, to
Edwin W. Chubb, dated February 17, 1911; filed March 26, 1913
and recorded in Vol. 118, Page 208, Athens County Deed Records,
Recorder's Office.

Parcel Number: A027050003200

Prior Instrument Reference: Deed Book 197, Page 119

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

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

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

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

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

(C) (1) Consideration for the conveyance of the real estate described in division (A) of this section shall be at a price acceptable to the Department of Administrative Services and the Board of Trustees of Ohio University and such conveyance(s) shall be pursuant to a real estate purchase agreement(s) containing any terms and conditions acceptable to the Department of Administrative Services and the Board of Trustees of Ohio University.

If an acceptable purchaser or purchasers cannot be located or does not complete the purchase of the real estate within the time period provided in the real estate purchase agreement(s), Ohio University may use any reasonable method of sale considered acceptable by the Board of Trustees of Ohio University to determine an alternate purchaser or purchasers willing to complete the purchase within three years after the effective

date of this section for a consideration acceptable to the 3403
Department of Administrative Services and the Board of Trustees 3404
of Ohio University. 3405

(2) If authorized by the Board of Trustees of Ohio 3406
University, the Director of Administrative Services shall offer 3407
for sale the real estate through either a sealed bid auction or 3408
public auction, as described herein. In such instance, the 3409
method of sale and disposition of the real estate shall be 3410
determined by the Director of Administrative Services and Ohio 3411
University. 3412

The purchaser or purchasers shall pay ten percent of the 3413
purchase price to the Director of Administrative Services within 3414
five business days after receiving the notice the bid has been 3415
accepted. The purchaser or purchasers shall pay the balance of 3416
the purchase price to the Director within sixty days after 3417
receiving notice the bid has been accepted. When the purchase 3418
price has been paid, the Director and purchaser or purchasers 3419
shall enter into a real estate purchase agreement(s), in the 3420
form prescribed by the Department of Administrative Services. 3421
Payment shall be made by bank draft or certified check made 3422
payable to the Treasurer of State. A purchaser or purchasers who 3423
do not complete the conditions of the sale as prescribed in this 3424
division shall forfeit the ten percent of the purchase price 3425
paid to the state as liquidated damages. If the purchaser or 3426
purchasers fail to complete the purchase, the Director of 3427
Administrative Services may accept the next highest bid, subject 3428
to the foregoing conditions. If the Director of Administrative 3429
Services rejects all bids, the Director may repeat the sealed 3430
bid auction or public auction or may use an alternative sale 3431
process that is acceptable to the Board of Trustees of Ohio 3432
University. 3433

Ohio University shall pay all advertising costs, 3434
additional fees, and other costs incident to the sale of the 3435
real estate. 3436

(D) The real estate described in division (A) of this 3437
section may be conveyed as an entire tract or as multiple 3438
parcels. 3439

(E) Except as otherwise specified above, the costs 3440
associated with the purchase, closing and conveyance of the real 3441
estate described in division (A) of this section shall be paid 3442
by the purchaser or purchasers and/or Ohio University in the 3443
manner stated in the real estate purchase agreement(s). 3444

The proceeds of the sale(s) shall be deposited into 3445
university accounts for purposes to be determined by the Board 3446
of Trustees of Ohio University. 3447

(F) Upon the execution of the real estate purchase 3448
agreement(s), the Director of the Department of Administrative 3449
Services, with the assistance of the Attorney General, shall 3450
prepare a Governor's Deed to the real estate described in 3451
division (A) of this section. The Governor's Deed(s) shall state 3452
the consideration and shall be executed by the Governor in the 3453
name of the State, countersigned by the Secretary of State, 3454
sealed with the Great Seal of the State, presented in the 3455
Department of Administrative Services for recording, and 3456
delivered to the Purchaser or Purchasers. The Purchaser or 3457
Purchasers shall present the Governor's Deed(s) for recording in 3458
the Office of the Athens County Recorder. 3459

(G) This section shall expire three (3) years after its 3460
effective date. 3461

Section 23. (A) The Governor may execute one or more 3462
Governor's Deeds in the name of the State conveying to a 3463

Purchaser or Purchasers to be determined, its successors and 3464
assigns, all of the State's right, title, and interest in the 3465
following described real estate: 3466

Tract 1 3467

DESCRIPTION OF A 0.456 ACRE PARCEL 3468

Situated in Athens Township, Athens County, State of Ohio 3469

Being a 0.456 acre parcel of land located in part of 3470
Section 9, Township 09 North, Range 14 West, Ohio Company 3471
Purchase, Athens Township, Athens County, State of Ohio, being 3472
part of Inlot 39 & 40 in the City of Athens and being parcels as 3473
conveyed to The Gilee Group LLC by a deed recorded in Official 3474
Record Book 307 at Page 384 of said county deed records and 3475
being more fully described as follows: 3476

Beginning at a mag nail (set) at the northeasterly corner 3477
of said 0.456 acre tract, being a point on the westerly line of 3478
Court Street (66 foot width right of way), and being the 3479
southeasterly corner of a parcel as conveyed to Don D. & Lynda 3480
McInturg by a deed recorded in Official Record Book 350 at Page 3481
781 of said county deed records, from which the northeasterly 3482
corner of Inlot 35 bears N 3° 35' 50" E, 310.11 feet for 3483
reference; 3484

Course No. 1: Thence, S 3° 35' 50" W, with the westerly 3485
line of said Court Street, 92.37 feet to a mag nail (set), being 3486
the northeasterly corner of a parcel as conveyed to Best of 3487
Court, LLC by a deed recorded in Official Record Book 340 at 3488
Page 651 of said county deed records; 3489

Course No. 2: Thence, N 86° 14' 14" W, with the northerly 3490
line of said Best of Court, LLC parcel, the northerly line of a 3491
parcel as conveyed to Richard & Sally Barr by a deed recorded in 3492
Official Record Book 197 at Page 454 of said county deed 3493

records, and the northerly line of a parcel as conveyed to Mesta
Properties, LLC by a deed recorded in Official Record Book 140
at Page 794 of said county deed records, 218.62 feet to a mag
nail (set), being the northeasterly corner of a parcel as
conveyed to Mesta Properties by a deed recorded in Official
Record Book 140 at Page 792 of said county deed records and the
southeasterly corner of a parcel as conveyed to Best of Court,
LLC by a deed recorded in Official Record Book 340 at Page 651
of said county deed records;

Course No. 3: Thence, N 3°51' 50" E, with the easterly
line of said Best of Court, LLC parcel, 65.52 feet to an iron
pin (found), being the southeasterly corner of a parcel as
conveyed to Turf Rentals, LLC by a deed recorded in Official
Record Book 362 at Page 558 of said county deed records and the
southwesterly corner of a parcel as conveyed to Gary E. Hunter
by a deed recorded in Official Record Book 272 at Page 917 of
said county deed records;

Course No. 4: Thence, S 86° 27' 10" E, with the southerly
line of said Gary E. Hunter parcel, 59.33 feet to a mag nail
(set), being the southeasterly corner of said Gary E. Hunter
Parcel;

Course No. 5: Thence, N 3° 08' 50" E, with the easterly
line of said Gary E. Hunter parcel, 65.91 feet to a mag nail
(set), being the northeasterly corner of said Gary E. Hunter
Parcel and a point on the southerly line of a parcel as conveyed
to Athens County Commissioners by a deed recorded in Official
Record Book 59 at Page 786 of said county deed records;

Course No. 6: Thence, S 86° 17' 10" E, with the southerly
line of said Athens County Commissioners parcel, 19.65 feet to a
mag nail (set), being the northwesterly corner of said Don D. &
Lynda McInturg parcel;

Course No. 7: Thence, S 3° 35' 50" W, with the westerly line of said Don D. & Lynda McInturg parcel, 10.00 feet to a mag nail (set);

Course No. 8: Thence, S 86° 17' 10" E, with the westerly line of said Don D. & Lynda McInturg parcel, 15.00 feet to a mag nail (set);

Course No. 9: Thence, S 3° 35' 50" W, with the westerly line of said Don D. & Lynda McInturg parcel, 27.42 feet to a mag nail (set);

Course No. 10: Thence, S 86° 17' 10" E, with the southerly line of said Don D. & Lynda McInturg parcel, 45.00 feet to a point;

Course No. 11: Thence S 3°35'50"W, with the southerly line of said Don D. & Lynda McInturg parcel, 2.00 feet to a point;

Course No. 12: Thence, S 86°17'09" E, with the southerly line of said Don D. & Lynda McInturg parcel, 79.85 feet to the Point of Beginning, containing 0.456 acres, more or less, and being subject to all legal rights of way and easements of record.

Bearings, coordinates and distances are based on Ohio State Plane (South Zone) Grid, NAD83 (CORS 2011) datum.

All iron pins set being 5/8"x30" rebar with plastic cap stamped "Buckley Group - 04153".

This description was prepared under the direct supervision of Ryan D. Buckley, Registered Surveyor No. 8676 and is based on a field survey performed by The Buckley Group, LLC completed in May 2017.

Parcel Number: A027080003300

Prior Instrument Reference: OR Book 535 Page 1266 - 1275	3553
<u>Tract 2</u>	3554
DESCRIPTION OF A 0.082 ACRE PARCEL	3555
Situated in Athens Township, Athens County, State of Ohio	3556
Being a 0.082 acre parcel of land located in part of	3557
Section 9, Township 09 North, Range 14 West, Ohio Company	3558
Purchase, Athens Township, Athens County, State of Ohio, being a	3559
part of InLot 51 in The City of Athens and being a parcel as	3560
conveyed to The Gilee Group LLC by a deed recorded in Official	3561
Record Book 307 at Page 384 of said county deed records and	3562
being more fully described as follows:	3563
Beginning at a mag nail (set) at the northeasterly corner	3564
of said 0.082 acre tract, being a point on the westerly line of	3565
Congress Street (66 foot width right of way), and being the	3566
southeasterly corner of a parcel as conveyed to PM Management,	3567
LLC by a deed recorded in Deed Book 160 at Page 25 of said	3568
county deed records, from which the northeasterly corner of said	3569
InLot 51 bears N 3° 51' 50" E, 66.00 feet for reference;	3570
Course No. 1: Thence, S 3° 51' 50" W, with the westerly	3571
line of said Congress Street, 33.98 feet to a mag nail (set),	3572
being the northeasterly corner of a parcel as conveyed to John &	3573
Joyce S. Wharton by a deed recorded in Official Record Book 503	3574
at Page 2256 of said county deed records;	3575
Course No. 2: Thence, N 86° 08' 10" W, with the northerly	3576
line of said John A. & Joyce S. Wharton parcel, 105.00 feet to a	3577
mag nail (set), being a point on the northerly line of a parcel	3578
as conveyed to University Rentals 3 Corp. by a deed recorded in	3579
Official Record Book 499 at Page 2606 of said county deed	3580
records and being the southeasterly corner of a parcel as	3581
conveyed to John A. & Joyce S. Wharton by a deed recorded in	3582

Official Record Book 503 at Page 2256; 3583

Course No. 3: Thence N 3° 51' 50" E, with the easterly 3584
line of said John A. & Joyce S. Wharton parcel, 33.98 feet to a 3585
mag nail (set), being the southeasterly corner of a parcel as 3586
conveyed to Patrick & Kristine H. Daugherty by a deed recorded 3587
in Official Record Book 517 at Page 626 of said county deed 3588
records and the southwesterly corner of a parcel as conveyed to 3589
James Lee Ault by a deed recorded in Official Record Book 426 at 3590
Page 822 of said county deed records; 3591

Course No. 4: Thence, S 86° 08' 10" E, with the southerly 3592
line of said Patrick & Kristine H. Daugherty parcel, the 3593
southerly line of a parcel as conveyed to James Lee Ault by a 3594
deed recorded in Official Record Book 426 at Page 822 of said 3595
county deed records, the southerly line of a parcel as conveyed 3596
to Ron J. & Debra L. Deluca by a deed recorded in Official 3597
Record Book 299 at Page 1825 of said county deed records, and 3598
the southerly line of said PM Management, LLC parcel, 105.00 3599
feet to the **Point of Beginning**, containing **0.082 acres**, more or 3600
less, and being subject to all legal rights of way and easements 3601
of record. 3602

Bearings, coordinates and distances are based on Ohio 3603
State Plane (South Zone) Grid, NAD83 (CORS 2011) datum. 3604

All iron pins set being 5/8" x30" rebar with plastic cap 3605
stamped "Buckley Group-04153". 3606

This description was prepared under the direct supervision 3607
of Ryan D. Buckley, Registered Surveyor No. 8676 and is based on 3608
a field survey performed by The Buckley Group, LLC completed in 3609
May 2017. 3610

Parcel Number: A027310001700 3611

Prior Instrument Reference: OR Book 535 Page 1266 - 1275 3612

The foregoing legal description may be corrected or 3613
modified by the Department of Administrative Services to a final 3614
form if such corrections or modifications are needed to 3615
facilitate recordation of the deed(s). 3616

(B) (1) The conveyance(s) shall include improvements and 3617
chattels situated on the real estate, and be subject to all 3618
leases, easements, covenants, conditions, and restrictions of 3619
record: all legal highways and public rights-of-way; zoning, 3620
building, and other laws, ordinances, restrictions, and 3621
regulations; and real estate taxes and assessments not yet due 3622
and payable. The real estate shall be conveyed in an "as-is, 3623
where-is, with all faults" condition. 3624

(2) The deed or deeds for the conveyance(s) of the real 3625
estate described in division (A) of this section may contain 3626
restrictions, exceptions, reservations, reversionary interests, 3627
or other terms and conditions the Director of Administrative 3628
Services and the Board of Trustees of Ohio University determine 3629
to be in the best interest of the State. 3630

(3) Subsequent to the conveyance, any restrictions, 3631
exceptions, reservations, reversionary interests, or other terms 3632
and conditions contained in the deed or deeds may be released by 3633
the State or The Board of Trustees of Ohio University without 3634
the necessity of further legislation. 3635

(4) The deed or deeds may contain restrictions prohibiting 3636
the purchaser or purchasers from occupying, using, or 3637
developing, or from selling, the real estate such that the use 3638
or alienation will interfere with the quiet enjoyment of 3639
neighboring state-owned land. 3640

(C) (1) Consideration for the conveyance of the real estate 3641
described in division (A) of this section shall be at a price 3642
acceptable to the Department of Administrative Services and the 3643

Board of Trustees of Ohio University and such conveyance(s) 3644
shall be pursuant to a real estate purchase agreement(s) 3645
containing any terms and conditions acceptable to the Department 3646
of Administrative Services and the Board of Trustees of Ohio 3647
University. 3648

If an acceptable Purchaser or Purchasers cannot be located 3649
or does not complete the purchase of the real estate within the 3650
time period provided in the real estate purchase agreement(s), 3651
Ohio University may use any reasonable method of sale considered 3652
acceptable by the Board of Trustees of Ohio University to 3653
determine an alternate purchaser or purchasers willing to 3654
complete the purchase within three years after the effective 3655
date of this section for a consideration acceptable to the 3656
Department of Administrative Services and the Board of Trustees 3657
of Ohio University. 3658

(2) If authorized by the Board of Trustees of Ohio 3659
University, the Director of Administrative Services shall offer 3660
for sale the real estate through either a sealed bid auction or 3661
public auction, as described herein. In such instance, the 3662
method of sale and disposition of the real estate shall be 3663
determined by the Director of Administrative Services and Ohio 3664
University. 3665

The purchaser(s) shall pay ten percent of the purchase 3666
price to the Director of Administrative Services within five 3667
business days after receiving the notice the bid has been 3668
accepted. The purchaser(s) shall pay the balance of the purchase 3669
price to the Director within sixty days after receiving notice 3670
the bid has been accepted. When the purchase price has been 3671
paid, the Director and purchaser(s) shall enter into a real 3672
estate purchase agreement(s), in the form prescribed by the 3673
Department of Administrative Services. Payment shall be made by 3674

bank draft or certified check made payable to the Treasurer of State. Purchaser(s) who does not complete the conditions of the sale as prescribed in this division shall forfeit the ten percent of the purchase price paid to the state as liquidated damages. If a purchaser fails to complete the purchase, the Director of Administrative Services may accept the next highest bid, subject to the foregoing conditions. If the Director of Administrative Services rejects all bids, the Director may repeat the sealed bid auction or public auction or may use an alternative sale process that is acceptable to the Board of Trustees of Ohio University.

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

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

(E) Except as otherwise specified above, the costs associated with the purchase, closing and conveyance of the real estate described in division (A) of this section shall be paid by the grantee or grantees and/or Ohio University in the manner stated in the real estate purchase agreement(s).

The proceeds of the sale(s) shall be deposited into university accounts for purposes to be determined by the Board of Trustees of Ohio University.

(F) Upon the execution of the real estate purchase agreement(s), the Director of the Department of Administrative Services, with the assistance of the Attorney General, shall prepare a Governor's Deed(s) to the real estate described in division (A) of this section. The Governor's Deed(s) shall state the consideration and shall be executed by the Governor in the

name of the State, countersigned by the Secretary of State, 3706
sealed with the Great Seal of the State, presented in the 3707
Department of Administrative Services for recording, and 3708
delivered to the Purchaser(s). The Purchaser(s) shall present 3709
the Governor's Deed for recording in the Office of the Athens 3710
County Recorder. 3711

(G) This section shall expire three (3) years after its 3712
effective date. 3713

Section 24. (A) The Governor may execute one or more 3714
Governor's Deeds in the name of the State conveying to a 3715
Purchaser or Purchasers to be determined, its successors and 3716
assigns, all of the State's right, title, and interest in the 3717
following described real estate: 3718

Situate in the City of Ironton, County of Lawrence and 3719
State of Ohio, 3720

Being a part of the Three (3) following parcels of land: a 3721
middle part of a 0.90 acre parcel of Lot No. 7 of the Auditor's 3722
Plat of 1900 of Lot No. 16 of Heplar in Sec. 27, T1, R18; a 0.38 3723
acre parcel in the South side of Lot "Q" of the Auditor's Plat 3724
of 1859 of Sec. 27, T1, R18; a 8.47 acre parcel in the Southeast 3725
corner of said Lot "Q" purchased by Grantor herein G. Leslie 3726
DeLapp, Presiding Bishop, as Trustee in Trust for the 3727
Reorganized Church of Jesus Christ of Latter Day Saints, and his 3728
successors in office, for the use and benefit of said Church, 3729
from Erma C. Marting by Deed dated September 1, 1960, as 3730
recorded in Deed Book Vol. 273, Pages 14-16 on September 25, 3731
1960, and being more particularly bounded and described as 3732
follows: Beginning at an iron post at the intersection of the 3733
West line of Ninth Street with the Northwest line of Ellison 3734
Avenue; THENCE S 29 degrees 47' W 151.38 feet to an iron post in 3735
the Northwest line of Ellison Avenue; THENCE N 30 degrees 37' W 3736

170.20 feet to an iron post; THENCE N 59 degrees 36' E 131.75 3737
feet to an iron post in the W line of Ninth Street; THENCE S 30 3738
degrees 81' E 94.80 feet to the place of beginning and 3739
containing Forty-One hundredths (0.41) of an acre, more or less, 3740
of which 0.35 of an acre lies in the aforesaid Lot No. 7, 0.04 3741
of an acre lies in the 0.88 acres parcel of aforesaid Lot "Q" 3742
the said 0.40 acre parcel comprising Lots No. 42, 42 and 43 of a 3743
proposed plat of Marting Subdivision in the City of Ironton, 3744
Lawrence County, Ohio. 3745

Parcel Number: 35-001-0500 3746

Prior Instrument Reference: Deed Volume 0081 Page 383 3747

The foregoing legal description may be corrected or 3748
modified by the Department of Administrative Services to a final 3749
form if such corrections or modifications are needed to 3750
facilitate recordation of the deed(s). 3751

(B) (1) The conveyance(s) shall include improvements and 3752
chattels situated on the real estate, and be subject to all 3753
leases, easements, covenants, conditions, and restrictions of 3754
record: all legal highways and public rights-of-way; zoning, 3755
building, and other laws, ordinances, restrictions, and 3756
regulations; and real estate taxes and assessments not yet due 3757
and payable. The real estate shall be conveyed in an "as-is, 3758
where-is, with all faults" condition. 3759

(2) The deed or deeds for the conveyance of the real 3760
estate described in division (A) of this section may contain 3761
restrictions, exceptions, reservations, reversionary interests, 3762
or other terms and conditions the Director of Administrative 3763
Services and the Board of Trustees of Ohio University determine 3764
to be in the best interest of the State. 3765

(3) Subsequent to the conveyance, any restrictions, 3766

exceptions, reservations, reversionary interests, or other terms 3767
and conditions contained in the deed or deeds may be released by 3768
the State or The Board of Trustees of Ohio University without 3769
the necessity of further legislation. 3770

(4) The deed or deeds may contain restrictions prohibiting 3771
the purchaser or purchasers from occupying, using, or 3772
developing, or from selling, the real estate such that the use 3773
or alienation will interfere with the quiet enjoyment of 3774
neighboring state-owned land. 3775

(C) (1) Consideration for the conveyance of the real estate 3776
described in division (A) of this section shall be at a price 3777
acceptable to the Department of Administrative Services and the 3778
Board of Trustees of Ohio University and such conveyance(s) 3779
shall be pursuant to a real estate purchase agreement(s) 3780
containing any terms and conditions acceptable to the Department 3781
of Administrative Services and the Board of Trustees of Ohio 3782
University. 3783

If an acceptable Purchaser or Purchasers cannot be located 3784
or does not complete the purchase of the real estate within the 3785
time period provided in the real estate purchase agreement, Ohio 3786
University may use any reasonable method of sale considered 3787
acceptable by the Board of Trustees of Ohio University to 3788
determine an alternate grantee or grantees willing to complete 3789
the purchase within three years after the effective date of this 3790
section for a consideration acceptable to the Department of 3791
Administrative Services and the Board of Trustees of Ohio 3792
University. 3793

(2) If authorized by the Board of Trustees of Ohio 3794
University, the Director of Administrative Services shall offer 3795
for sale the real estate through either a sealed bid auction or 3796
public auction, as described herein. In such instance, the 3797

method of sale and disposition of the real estate shall be 3798
determined by the Director of Administrative Services and Ohio 3799
University. 3800

The purchaser(s) shall pay ten percent of the purchase 3801
price to the Director of Administrative Services within five 3802
business days after receiving the notice the bid has been 3803
accepted. The purchaser(s) shall pay the balance of the purchase 3804
price to the Director within sixty days after receiving notice 3805
the bid has been accepted. When the purchase price has been 3806
paid, the Director and purchaser shall enter into a real estate 3807
purchase agreement(s), in the form prescribed by the Department 3808
of Administrative Services. Payment shall be made by bank draft 3809
or certified check made payable to the Treasurer of State. A 3810
purchaser who does not complete the conditions of the sale as 3811
prescribed in this division shall forfeit the ten percent of the 3812
purchase price paid to the state as liquidated damages. If a 3813
purchaser fails to complete the purchase, the Director of 3814
Administrative Services may accept the next highest bid, subject 3815
to the foregoing conditions. If the Director of Administrative 3816
Services rejects all bids, the Director may repeat the sealed 3817
bid auction or public auction or may use an alternative sale 3818
process that is acceptable to the Board of Trustees of Ohio 3819
University. 3820

Ohio University shall pay all advertising costs, 3821
additional fees, and other costs incident to the sale of the 3822
real estate. 3823

(D) The real estate described in division (A) of this 3824
section may be conveyed as an entire tract or as multiple 3825
parcels. 3826

(E) The costs associated with the purchase, closing and 3827
conveyance of the real estate described in division (A) of this 3828

section shall be paid by the Purchaser or Purchasers and/or Ohio 3829
University in the manner stated in the real estate purchase 3830
agreement(s). 3831

The proceeds of the sale(s) shall be deposited into 3832
university accounts for purposes to be determined by the Board 3833
of Trustees of Ohio University. 3834

(F) Upon the execution of the real estate purchase 3835
agreement(s), the Director of the Department of Administrative 3836
Services, with the assistance of the Attorney General, shall 3837
prepare a Governor's Deed to the real estate described in 3838
division (A) of this section. The Governor's Deed shall state 3839
the consideration and shall be executed by the Governor in the 3840
name of the State, countersigned by the Secretary of State, 3841
sealed with the Great Seal of the State, presented in the 3842
Department of Administrative Services for recording, and 3843
delivered to the Purchaser. The Purchaser shall present the 3844
Governor's Deed for recording in the Office of the Lawrence 3845
County Recorder. 3846

(G) This section shall expire three (3) years after its 3847
effective date. 3848

Section 25. (A) The Governor may execute one or more 3849
Governor's Deeds in the name of the State conveying to a 3850
purchaser or purchasers to be determined, its successors and 3851
assigns, all of the State's right, title, and interest in the 3852
following described real estate: 3853

Tract 1 3854

Situate in and being the North portion of Lease Lots 3855
Numbered 3 and 4, Section No. 27, Town No. 8, Range No. 14, in 3856
said township, county and state and beginning at the Northwest 3857
corner of Lease Lot No. 4, it being the Northeast corner of 3858

Elias Hibbard's lease; thence South 16.75 chains, more or less, 3859
to the Southeast corner of said Hibbard lease to a stone; thence 3860
East 50.5 chains to a stone in the East line of Lease Lot No. 3; 3861
thence North 16.75 chains, more or less, to the Northeast corner 3862
of said Lease Lot No. 3; thence West 50.51 chains to the place 3863
of beginning, containing 80.41 acres, more or less. 3864

Tract 2 3865

Twenty-five acres in the Northeast corner of Farm or Lease 3866
Lot No. 5 (otherwise 153) in Section No. 27 originally leased to 3867
Elias Hibbard and described as follows, to-wit: Beginning at the 3868
Northeast corner of said Farm or Lease Lot No. 5 and thence 3869
running West 14.91 chains; thence South 16.75 chains; thence 3870
East 14.91 chains; thence North 16.75 chains to the place of 3871
beginning, together with a right of way through and over the 3872
adjoining lands of S. Newton Wines, as the same was conveyed to 3873
one Alva C. Robinson by deed of Wines and wife dated December 5, 3874
1889 which is hereby referred to. 3875

Tract 3 3876

Sixty-six and 44/100ths acres off of the South end of Farm 3877
or Lease Lot No. 4 (otherwise 154) in Section 28 originally 3878
leased to Heseekiah Topping and described as follows, to-wit: 3879
Beginning at the Southeast corner of said lot or section and 3880
thence running West 46.82 chains to the Southwest corner of said 3881
lot; thence North 14.19 chains; thence East 46.63 chains; thence 3882
South 14.19 chains to the place of beginning. 3883

Tract 4 3884

Beginning at the Southeast corner of Farm or Lease Lot No. 3885
3 (otherwise 155) in Section No. 28, originally leased to Dewalt 3886
Beinbreich, and thence running North 55 chains to the Northeast 3887
corner of said lot; thence West 26 chains to the Northeast 3888

corner of the town plat of Hebbardsville; thence West 2.72 $\frac{1}{2}$ 3889
chains to within 106 feet of the West end of Inlot No. 10; 3890
thence South 42 links to the North line of Inlot No. 12 in said 3891
Village; thence East 2.571/2 chains to the middle of Eastern 3892
Alley; thence South along the middle of said alley 2.73 chains 3893
to the middle of Lafayette Street; thence South to the Southeast 3894
corner of Inlot No. 24; thence West 4.61 chains to the middle of 3895
Main Street; thence South 2° East 9.0 chains; thence South 9 $\frac{1}{2}$ ° 3896
West in said Pruden's line 8.8 chains to W.C. Bean's Northwest 3897
corner; thence East 11.8 chains; thence South 30.6 chains to the 3898
South line of said Farm or Lease Lot No. 3; thence East 20 3899
chains to the place of beginning. Said above described tract 3900
includes Inlot No. 28 and part of Inlot No. 10 in said village 3901
of Hebbardsville and containing 135 acres. Being subject, 3902
however, to such rights as the K. & M. R.R. has over and across 3903
the same. 3904

Tract 5

Beginning at the Southeast corner of Farm or lease Lot No. 3905
2 (otherwise 157) in Section No. 28 and thence running West 3906
15.57 chains; thence North 8° West 7.95 chains to the middle of 3907
the Coolville road; thence Northeastwardly along the middle of 3908
said road to the East line of said lot; thence South 16.79 3909
chains to the place of beginning, containing 20.08 acres, more 3910
or less. 3911
3912

Tract 6

Beginning at the Southeast corner of Inlot No. 9 in the 3913
Village of Hebbardsville, the same being also Farm or Lease Lot 3914
No. 2 (otherwise 157) in Section No. 28 and thence running East 3915
7.5 chains; thence North 5.5 chains; thence South 65° West 8.28 3916
chains to the Northeast corner of said Inlot No. 9; thence South 3917
1.95 chains to the place of beginning, containing 2.78 acres, 3918
3919

more or less. 3920

Tract 7 3921

The following described part of Farm or Lease Lot No. 2 3922
(otherwise 157) in Section No. 28, to-wit: Beginning at a point 3923
15.57 chains West of the Southeast corner of the above described 3924
fifth tract and thence running North 8° West 2.66 chains to a 3925
point 175 feet North of the South line of said Farm or Lease Lot 3926
No. 2; thence West 4.67 chains; thence North 3.2 chains; thence 3927
South 65° West 0.84 chains to the Northeast corner of the sixth 3928
described tract; thence South 5.5 chains to the South line of 3929
said Farm or Lease Lot No. 2; thence East 5.8 chains to the 3930
place of beginning, containing 1.72 acres, more or less, and 3931
being the same premises conveyed to the said Joseph Braun by 3932
Henry D. Mirick and wife by deed dated February 23, 1898, 3933
reference to which is hereby made for a more particular 3934
description. 3935

Tract 8 3936

Being all that part of the East half of Lot Number 1, 3937
Section 34, Town 8, Range 14, that lies South of County Road 3938
Number 12 (formerly U.S. Route Number 50) containing 25.75 3939
acres, more or less. 3940

Excepting from the above tract, One (1) acre sold to James 3941
Whaley and recorded in Deed Book 158, Page 440 and also 3942
excepting 0.82 acres as recorded in Deed Book 585 Page 1438, 3943
more fully described as follows: Commencing at the northwest 3944
corner of House Lot No. 19 in the Village of Hebbardsville; 3945
thence south 165 feet to the southwest corner of House Lot No. 3946
30; thence north 44° west N 89° 20' W 270 feet to a stake: 3947
thence north 100 feet; thence north 42 1/2° east N 77° 27' E 283 3948
feet to the place of beginning, containing 0.82 of an acre more 3949
or less. 3950

<u>Tract 9</u>	3951
Nineteen and Three Fourths (19.75) acres in the Northwest	3952
part of Lot Number 3, Section Number 28, Town 8, Range 14,	3953
bounded on the North by the town of Hebbardsville, on the East	3954
by the Gallipolis Road (County Road Number 77) and on the West	3955
by the West line of said Lot Number 3.	3956
Excepting from the above tract 4.68 acres, sold to Martin	3957
T. Bean and recorded in Deed Book 46, Page 418.	3958
Also excepting from the above two tracts, Eighty-two One	3959
Hundredths (82/100) of an acre, sold to Board of Education of	3960
Alexander Township and recorded in Deed Book 60, Page 53.	3961
Leaving in the above Two tracts 39.00 acres more or less.	3962
<u>Tract 10</u>	3963
Being in Sections 28 and 34, Township No. 8, Range No. 14	3964
Ohio Company's Purchase, and beginning on the west line of J.P.	3965
Coe's land, 50 feet west of the Kanawha and Michigan Railroad	3966
tract; thence west 9.11 chains to the center of the County road;	3967
thence south 23 3/4° west to a stake in the center of said road;	3968
thence north 71° west 6.90 chains to a stake; thence south 42	3969
1/2° west 31.40 chains to the north line of S. N. Wines' land;	3970
thence east along said Wines' north line 18.24 chains to within	3971
50 feet of the Kanawha and Michigan Railroad; thence northeast	3972
keeping within 50 feet of said railroad land to the place	3973
beginning, containing 60.97 acres.	3974
<u>Tract 11</u>	3975
Situate in the Village of Hebbardsville, Alexander	3976
Township, Athens County, Ohio, to-wit:	3977
Being Lot Number Thirteen (13), and Lot Number Fourteen	3978
(14), in said Village of Hebbardsville, the plat of which Lots	3979

is recorded in Volume 9, page 543, Record of Deeds of Athens 3980
County Ohio. 3981

Excepting the one-sixteenth part of all the oil and gas in 3982
and under said premises as reserved by Lewis Drescher in a deed 3983
recorded in Volume 133, Page 70, Athens County Deed Records. 3984

Being the same premises conveyed to the grantor herein by 3985
deed recorded in Volume 192, Page 632, Athens County Deed 3986
Records. 3987

Less and except the following tract 3988

DESCRIPTION OF AN 8.293 ACRE TRACT 3989

Situated in Fractions 3 & 4, Section 34, T.8, R. 14, 3990
Alexander Township, Athens County, Ohio and being a part of 3991
Parcel B010010099600 as described in Volume 310, Page 493 of the 3992
Official Records of Athens County, Ohio and being more 3993
particularly described as follows: 3994

Commencing at the Southeast corner of Fraction 4 3995
(calculated), thence N 01° 18' 56" E, 923.42 feet to a point in 3996
County Road 19 (Hebbardsville Road) and also being the Point of 3997
Beginning for the tract of land herein described: 3998

Thence leaving said road and along a new line created by 3999
this survey, 4000

N 50° 43' 22" W, 355.41 feet to an iron pin set, passing 4001
an iron pin set by a fence post at 34.71 feet; 4002

Thence along the East line of Ball (316-473 D.R.), 4003

N 28° 58' 00" E, 792.23 feet to an iron pin set; 4004

Thence along the South line of The Ohio University (310- 4005
493 O.R.), 4006

S 76° 33' 00" E, 455.40 feet to a point in County Road 19 4007

(Hebbardsville Road), passing an iron pin set by a fence post at 433.25 feet;

Thence along said road the following five courses:

- (1) S 28° 04' 31" W, 122.70 feet to a point;
- (2) S 31° 04' 38" W, 246.06 feet to a point;
- (3) S 35° 49' 40" W, 187.21 feet to a point;
- (4) S 38° 05' 02" W, 209.62 feet to a point;
- (5) S 35° 55' 31" W, 217.85 feet to the Point of Beginning and containing 8.293 acres total of which 4.685 acres are contained within Fraction 3 and 3.608 acres are contained within Fraction 4.

Subject to all easements and rights of way of record.

Iron pins set are 5/8 inch by 30 inch rebar with I.D. Cap stamped "Branner Surveying 8816" Bearing: Grid North - N.A.D. 83 - Ohio South Zone

The above description is based on a field survey completed December, 2021 by Jeb Branner, P.S. 8816

Parcel Numbers: B010010098900, B010010099100, B010010099200, B010010099300, B010010099500, B010010099600, B010010099700, B010010099800, B010010099900, B010280202200, B010280202300 & B010280202900

Prior Instrument Reference: OR 310 Page 493 (INST # 2001000003331)

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

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

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

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

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

(C) (1) Consideration for the conveyance of the real estate described in division (A) of this section shall be at a price acceptable to the Department of Administrative Services and the Board of Trustees of Ohio University and such conveyance(s) shall be pursuant to a real estate purchase agreement(s) containing any terms and conditions acceptable to the Department of Administrative Services and the Board of Trustees of Ohio

University. 4066

If an acceptable purchaser or purchasers cannot be located 4067
or does not complete the purchase of the real estate within the 4068
time period provided in the real estate purchase agreement(s), 4069
Ohio University may use any reasonable method of sale considered 4070
acceptable by the Board of Trustees of Ohio University to 4071
determine an alternate purchaser or purchasers willing to 4072
complete the purchase within three years after the effective 4073
date of this section for a consideration acceptable to the 4074
Department of Administrative Services and the Board of Trustees 4075
of Ohio University. 4076

(2) If authorized by the Board of Trustees of Ohio 4077
University, the Director of Administrative Services shall offer 4078
for sale the real estate through either a sealed bid auction or 4079
public auction, as described herein. In such instance, the 4080
method of sale and disposition of the real estate shall be 4081
determined by the Director of Administrative Services and Ohio 4082
University. 4083

The purchaser(s) shall pay ten percent of the purchase 4084
price to the Director of Administrative Services within five 4085
business days after receiving the notice the bid has been 4086
accepted. The purchaser(s) shall pay the balance of the purchase 4087
price to the Director within sixty days after receiving notice 4088
the bid has been accepted. When the purchase price has been 4089
paid, the Director and purchaser(s) shall enter into a real 4090
estate purchase agreement(s), in the form prescribed by the 4091
Department of Administrative Services. Payment shall be made by 4092
bank draft or certified check made payable to the Treasurer of 4093
State. Purchaser(s) who does not complete the conditions of the 4094
sale as prescribed in this division shall forfeit the ten 4095
percent of the purchase price paid to the state as liquidated 4096

damages. If a purchaser fails to complete the purchase, the
Director of Administrative Services may accept the next highest
bid, subject to the foregoing conditions. If the Director of
Administrative Services rejects all bids, the Director may
repeat the sealed bid auction or public auction or may use an
alternative sale process that is acceptable to the Board of
Trustees of Ohio University.

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

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

(E) Except as otherwise specified above, the costs
associated with the purchase, closing and conveyance of the real
estate described in division (A) of this section shall be paid
by the purchaser or purchasers and/or Ohio University in the
manner stated in the real estate purchase agreement(s).

The proceeds of the sale(s) shall be deposited into
university accounts for purposes to be determined by the Board
of Trustees of Ohio University.

(F) Upon the execution of the real estate purchase
agreement(s), the Director of the Department of Administrative
Services, with the assistance of the Attorney General, shall
prepare a Governor's Deed to the real estate described in
division (A) of this section. The Governor's Deed(s) 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
Department of Administrative Services for recording, and
delivered to the Purchaser(s). The Purchaser(s) shall present

the Governor's Deed(s) for recording in the Office of the Athens 4128
County Recorder. 4129

(G) This section shall expire three (3) years after its 4130
effective date. 4131

Section 26. (A) The Governor may execute one or more 4132
Governor's Deeds in the name of the State conveying to selected 4133
Purchaser or Purchasers, their heirs, successors and assigns, to 4134
be determined in the manner provided in division (C) of this 4135
section all of the State's right, title, and interest in the 4136
following described real estate: 4137

Tract One 4138

The lower or north half of French Grant Lot 19, containing 4139
about 98 acres; excepting therefrom, however, 10 acres off the 4140
back or east end of said tract; and containing 88 acres, more or 4141
less. 4142

Parcel Number: 06-0699.000 4143

Tract 2 4144

Being all that part of French Grant Lot 20 that is 4145
contained within the following boundaries, to-wit: 4146

Beginning at the upper or southwest corner of said lot on 4147
the Ohio River; thence with the line between said Lots 19 and 4148
20, N. 64 deg. 45 min. E. to the southeast corner of a certain 4149
tract of land conveyed by Jacob Wilhelm to John Howard, January 4150
26, 1844; thence with said Howard's line, N. 26 deg. W. to the 4151
northwest corner of said Howard's tract on the line of said Lot 4152
20; thence S. 64 deg. W. with said line of said Lot 20 to its 4153
lower or northwest corner of the Ohio river; containing 108 4154
acres, more or less. 4155

Parcel Number: 06-0700.000 4156

The premises above described containing in all 196 acres, 4157
more or less. 4158

EXCEPTING, however, for the following easements: (1) 4159
September 24, 1880, Eliza Cunningham to Scioto Valley Railway 4160
Company, and recorded in Vol. 37, Page 537, Scioto County Record 4161
of Deeds, (2) July 21, 1903, H. C. Feurt to Norfolk and Western 4162
Railway Company, and recorded in Vol. 77, Page 149, Scioto 4163
County Record of Deeds, (3) March 19, 1915, Albert H. Feurt to 4164
Ohio Valley Traction Company, and recorded in Vol. 130, Page 4165
172, Scioto County Record of Deeds, (4) February 19, 1941, E. H. 4166
Feurt to Ohio Power, and recorded in Vol. 267, Page 437, Scioto 4167
County Record of Deeds, (5) February 24, 1941, E. H. Feurt to 4168
State of Ohio, and recorded in Vol. 275, Page 551, Scioto County 4169
Record of Deeds, (6) February 21, 1942, E. H. Feurt to State of 4170
Ohio, and recorded in Vol. 281, Page 439, Scioto County Record 4171
of Deeds, (7) December 12, 1955, Ella H. Feurt to Ohio Power, 4172
and recorded in Vol. 447, Page 319, Scioto County Record of 4173
Deeds, (8) December 12, 1955, Ella H. Feurt to Ohio Power, and 4174
recorded in Vol. 447, Page 320, Scioto County Record of Deeds, 4175
(9) October 23, 1961, Ella H. Feurt to United States of America, 4176
and recorded in Vol. 510, Page 266, Scioto County Record of 4177
Deeds and (10) December 27, 1961, Ella H. Feurt to United Fuel 4178
Gas Company, and recorded in Vol. 513, Page 87, Scioto County 4179
Record of Deeds. 4180

Being the same premises conveyed to Ilo Feurt from the 4181
estate of Ella H. Feurt, deceased, by certificate of transfer of 4182
real estate dated September 13, 1963, and recorded in Vol. 536, 4183
Page 237, Scioto County Record of Deeds. 4184

Prior Instrument Reference: Vol 600 Page 305 4185

The foregoing legal description may be corrected or 4186
modified by the Department of Administrative Services to a final 4187

form if such corrections or modifications are needed to 4188
facilitate recordation of the deed(s). 4189

(B) (1) The conveyance includes improvements and chattels 4190
situated on the real estate, and is subject to all easements, 4191
covenants, conditions, leases, and restrictions of record; all 4192
legal highways and public rights-of-way; zoning, building, and 4193
other laws, ordinances, restrictions, and regulations; and real 4194
estate taxes and assessments not yet due and payable. The real 4195
estate shall be conveyed in an "as-is, where-is, with all 4196
faults" condition. 4197

(2) The deed or deeds for the conveyance of the real 4198
estate may contain restrictions, exceptions, reservations, 4199
reversionary interests, and other terms and conditions the 4200
Director of Administrative Services determines to be in the best 4201
interest of the State. 4202

(3) Subsequent to the conveyance, any restrictions, 4203
exceptions, reservations, reversionary interests, or other terms 4204
and conditions contained in the deed may be released by the 4205
State or the Board of Trustees of Ohio University without the 4206
necessity of further legislation. 4207

(C) The Director of Administrative Services in 4208
consultation with Ohio University shall conduct a sale of the 4209
real estate by sealed bid auction or public auction, and the 4210
real estate shall be sold to the highest bidder at a price 4211
acceptable to the Director of Administrative Services and the 4212
Board of Trustees of Ohio University. The Director of 4213
Administrative Services shall advertise the sealed bid auction 4214
or public auction by publication in a newspaper of general 4215
circulation in Scioto County, once a week for three consecutive 4216
weeks before the date on which the sealed bids are to be opened. 4217
The Director of Administrative Services shall notify the 4218

successful bidder in writing. The Director of Administrative 4219
Services may reject any or all bids. 4220

The purchaser(s) shall pay ten percent of the purchase 4221
price to the Department of Administrative Services within five 4222
business days after receiving the notice the bid has been 4223
accepted. When the deposit has been received by the Department 4224
of Administrative Services, the Purchaser(s) shall enter into a 4225
real estate purchase agreement in the form prescribed by the 4226
Department of Administrative Services. The purchaser(s) shall 4227
pay the balance of the purchase price to the Department of 4228
Administrative Services within sixty days after receiving notice 4229
the bid has been accepted. Payment of the deposit and the 4230
purchase price shall be made by bank draft or certified check 4231
made payable to the Treasurer of State. A purchaser who does not 4232
complete the conditions of the sale as prescribed in this 4233
division or in the real estate purchase agreement, shall forfeit 4234
the ten percent of the purchase price paid to the State as 4235
liquidated damages. If a purchaser fails to complete the 4236
conditions of sale as described in this division or in the real 4237
estate purchase agreement, the Director of Administrative 4238
Services is authorized to accept the next highest bid(s), by 4239
collecting ten percent of the revised purchase price from the 4240
next bidder(s) and to proceed to close the sale(s), provided 4241
that the secondary bid(s) meets all other criteria provided for 4242
in this section. If the Director of Administrative Services 4243
rejects all bids from the sealed bid auction, the Director may 4244
repeat the sealed bid auction process described in this section 4245
or may use an alternative sale process that is acceptable to the 4246
Board of Trustees of Ohio University. 4247

The Ohio University shall pay advertising and other costs 4248
incident to the sale of the real estate. 4249

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

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

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

(F) Upon receipt of a fully executed purchase agreement as described in division (C) of this section, the Director of the Department of Administrative Services, with the assistance of the Attorney General, shall prepare a Governor's Deed(s) to the real estate described in division (A) of this section. The Governor's Deed(s) 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 Department of Administrative Services for recording, and delivered to the Purchaser(s). The Purchaser(s) shall present the Governor's Deed(s) for recording in the Office of the Scioto County Recorder.

(G) This section shall expire three (3) years after its effective date.

Section 27. (A) The Governor may execute a Governor's Deed in the name of the State conveying to Alpha Phi Sorority ("Grantee"), and its successors and assigns, all of the State's right, title, and interest in the following described real estate:

Tract 1

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Situated in the City of Akron, County of Summit and State
of Ohio:

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Known as being a part of original Portage Township Lot 3,
Tract 8, which is also part of Lot 24 of the Spicer Tract, more
particularly bounded and described as follows:

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Beginning at the Southwest corner of said Lot 24, which
point is 264.66 feet East of the East line of Spicer Street and
is on the North line of Vine Street; thence North 200 feet along
the line between Spicer lots 23 and 24 to the Northwest corner
of a parcel of land conveyed to Ralph C. and Anna Fleck by deed
recorded on June 20, 1936, in Vol. 1656, Page 67, which point is
the principal place of beginning for the parcel herein conveyed;
thence continuing North along said line between Spicer lots 23
and 24, a distance of 40.24 feet to the Northwest corner of
Spicer lot 24; thence East about 56 feet along the North line of
Spicer lot 24 to the Northwest corner of parcel 3 of a deed to
the City of Akron recorded in Vol. 2987, Page 598 of Summit
County records; thence Southerly along the Westerly boundary of
said land conveyed to the City of Akron, about 39.54 feet to a
point at the Southwest corner of said parcel which point is also
on the North line of land conveyed to James E. and Mary E.
Garber on April 1, 1946, by deed recorded in Vol. 2236, Page 267
of Summit County records; thence Westerly on the North line of
land conveyed to said Garvers and Flecks, a distance of
approximately 57.2 feet to the place of beginning, it being the
intention of the Grantors to convey all that land in Vol. 1349,
Page 363 of Summit County records except that in Vol. 1656, Page
67, Vol. 2236, Page 267 and Vol. 2987, Page 598 of Summit County
records, be the same more or less.

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Parcel Number: 6838625

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Prior Instrument Reference: Document # 55767280	4311
<u>Tract 2</u>	4312
Situated in the City of Akron, County of Summit and State	4313
of Ohio:	4314
Known as being a part of original Portage Township Lot 3,	4315
Tract 8, bounded and described as follows:	4316
Beginning at a point in the South line of Orchard Court so	4317
called, 363 feet West of the West line of Fountain Street;	4318
thence South, about 43 feet to a point, thence East,	4319
approximately 50 feet to a point; thence North 41.8 feet to the	4320
South line of Orchard Court; thence West along the South line of	4321
Orchard Court, 50 feet to the place of beginning, be the same	4322
more or less.	4323
Excepting therefrom:	4324
Situated in the City of Akron, County of Summit and State	4325
of Ohio:	4326
Known as being part of the original Portage Township,	4327
Tract 8 and being more particularly described as follows:	4328
Commencing at the intersection of the Northerly line of	4329
Vine Street (60 feet wide) and the Easterly line of Spicer	4330
Street (60 feet wide), said point being 512.71 feet left of	4331
State 54+87.22 of the centerline of State Route 8;	4332
Thence North 87° 59' 41" East a distance of 299.66 feet	4333
along the Northerly line of Vine Street to a point in Grantor's	4334
Easterly line, said point being Grantor's Southeasterly corner;	4335
Thence North 1° 17' 27" East a distance of 200.00 feet	4336
along Grantor's Easterly line to a point;	4337
Thence North 87° 59' 41" East a distance of 22.20 feet	4338

along Grantor's Easterly line to a point; 4339

Thence North 0° 23' 48" West a distance of 40.90 feet 4340

along Grantor's Easterly line to a point; 4341

Thence North 0° 01' 24" East a distance of 36.51 feet 4342

along Grantor's Easterly line to a point in a proposed limited 4343

access right of way line, said point being 181.73 feet left of 4344

station 57+70.00 of the centerline of state route 8 and the true 4345

place of beginning; 4346

Thence North 65° 04' 47" West a distance of 12.13 feet 4347

along a proposed limited access right of way line to a point in 4348

the Southerly line of Orchard Street and Grantor's Northerly 4349

line; 4350

Thence North 89° 04' 11" East a distance of 11.00 feet 4351

along the Southerly line of Orchard Street and Grantor's 4352

Northerly line to a point in Grantor's Easterly line, said point 4353

being Grantor's Northeasterly corner; 4354

Thence South 0° 01' 24" West a distance of 5.29 feet along 4355

Grantor's Easterly line to the true place of beginning; 4356

The above described area is contained within the Summit 4357

County Auditor's permanent parcel number 68-38627. Within said 4358

bounds is 0.001 acres inclusive of the present road which 4359

occupies 0.000 acres. 4360

This description is based on a survey for the Ohio 4361

Department of Transportation in 1999 under the direction of Adam 4362

D. Treat, P.S., Registered Surveyor No. 8058. 4363

Bearing based on Ohio North Zone State Plane Coordinates, 4364

NAD83(95). 4365

Monuments referred to as iron pins set are ¾" x 30" 4366

reinforcing rod with an aluminum cap stamped "ODOT R/W DLX Ohio 4367

8058."	4368
Parcel Number: 6838627	4369
Prior Instrument Reference: Document # 55767280	4370
<u>Tract 3</u>	4371
Situated in the City of Akron, County of Summit and State	4372
of Ohio:	4373
Known as being a part of original Portage Township Lot 3,	4374
Tract 8, and more fully bounded and described as follows:	4375
Beginning at the intersection of the Southerly line of	4376
Carroll Street as now improved, and the Westerly line of	4377
Fountain Street (as of October 5, 1943); thence S 0° 45' W,	4378
318.45 feet along the Westerly line of Fountain Street to the	4379
Southerly line of Orchard Court; thence N 89° 19' W along the	4380
Southerly line of Orchard Court, 367.75 feet to an iron pipe at	4381
the true place of beginning; thence continuing N 89° 19' W along	4382
the Southerly line of Orchard Court, 47.5 feet to an iron pipe;	4383
thence S 2° 46' W, 44.80 feet to a point; thence N 88° 32' E, 3	4384
feet to a point; thence S 3° 26' W, 60 feet to a point; thence N	4385
89° 49' E, 40 feet to a point; thence N 3° 26' E, 60.84 feet to	4386
a point; thence N 88° 32' E, 5.74 feet to an iron pipe; thence N	4387
1° 10' E, 43 feet to an iron pipe at the true place of beginning	4388
and containing 0.104 acres of land, be the same more or less.	4389
Parcel Number: 6838626	4390
Prior Instrument Reference: Document # 55767280	4391
The foregoing legal description may be corrected or	4392
modified by the Department of Administrative Services to a final	4393
form if such corrections or modifications are needed to	4394
facilitate recordation of the deed.	4395

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

(2) The deed for conveyance of the real estate 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 Board of Trustees of The University of Akron
without the necessity of further legislation.

(C) Consideration for the conveyance of the real estate
described in division (A) of this section shall be Three Hundred
Eighty Thousand and 00/100 Dollars (\$380,000.00).

The Director of Administrative Services shall offer the
real estate to the Alpha Phi Sorority through a real estate
purchase agreement. Consideration for the conveyance of the real
estate described in division (A) of this section shall be Three
Hundred Eighty Thousand and 00/100 Dollars (\$380,000.00). If
Alpha Phi Sorority does not complete the purchase of the real
estate within the time period provided in the real estate
purchase agreement, the Director of Administrative Services may
use any reasonable method of sale considered acceptable by the
Board of Trustees of The University of Akron to determine an
alternate grantee willing to complete the purchase for

consideration acceptable to the Board of Trustees of The 4427
University of Akron within three years after the effective date 4428
of this section. The University of Akron shall pay all 4429
advertising costs, additional fees, and other costs incident to 4430
the sale of the real estate, other than the costs provided for 4431
in division (E) of this section. 4432

(D) The real estate described in division (A) of this 4433
section shall be sold as an entire tract and not in parcels. 4434

(E) Grantee shall pay all costs associated with the 4435
purchase, closing and conveyance, including surveys, title 4436
evidence, title insurance, transfer costs and fees, recording 4437
costs and fees, taxes, and any other fees, assessments, and 4438
costs that may be imposed. 4439

The proceeds of the sale shall be deposited into a 4440
University of Akron account to be determined by the Board of 4441
Trustees of The University of Akron. 4442

(F) Upon execution of a real estate purchase agreement, 4443
the Director of the Department of Administrative Services, with 4444
the assistance of the Attorney General, shall prepare a 4445
Governor's Deed to the real estate described in division (A) of 4446
this section. The Governor's Deed shall state the consideration 4447
and shall be executed by the Governor in the name of the State, 4448
countersigned by the Secretary of State, sealed with the Great 4449
Seal of the State, presented in the Department of Administrative 4450
Services for recording, and delivered to the Grantee. The 4451
Grantee shall present the Governor's Deed for recording in the 4452
Office of the Summit County Recorder. 4453

(G) This section shall expire three (3) years after its 4454
effective date. 4455

Section 28. (A) The Governor may execute a Governor's Deed 4456

in the name of the State conveying to the selected Purchaser or 4457
Purchasers, their heirs, successors and assigns, to be 4458
determined in the manner provided in division (C) of this 4459
section all of the State's right, title, and interest in the 4460
following described real estate: 4461

Tract 1 4462

Situated in the City of Akron, County of Summit and State 4463
of Ohio and known as being part of Lot 5 or Tract 4, formerly 4464
Springfield Township and more fully described as follows: 4465

Beginning at a drill hole set at the northeasterly corner 4466
of Lot 4, which is also the intersection of the center lines of 4467
Triplett Boulevard (60 feet wide) and Hilbish Avenue (60 feet 4468
wide); thence along the centerline of Hilbish Avenue and the 4469
easterly line of Lot 4 S 0° 20' 36" W, 1814.38 feet to the 4470
Southerly line of Lot 4; thence along the Southerly line of Lot 4471
4 N 89° 43' 24" W, (and along the Northerly line of a parcel of 4472
land now owned by Ruth E. Beal and William H. Beal, Sr. and 4473
along the Northerly line of a contiguous parcel of land now 4474
owned by M. A. Barsky) 230.35 feet to a number 6 rebar set at M. 4475
A. Barsky's northwesterly corner; thence along the Westerly line 4476
of said M. A. Barsky's parcel of land and along the Westerly 4477
line of a contiguous parcel of land now owned by W. H. and R. E. 4478
Beal S 29° 31' 33" W, 183.51 feet to a number 6 rebar set at the 4479
true place of beginning for land hereinafter described; thence 4480
continuing along the Westerly line of said W. H. & R. E. Beal's 4481
parcel of land S 29° 31' 33" W, 196.27 feet to an iron pipe 4482
monument found at W. H. and R. E. Beal's Southwesterly corner; 4483
thence along the Westerly line of a parcel of land now owned by 4484
S. A. and B. Peterson and along the Westerly line of a 4485
contiguous parcel of land now owned by R. C. Bischoff S 16° 33' 4486
52" W, 787.63 feet to an iron pipe monument found at R. C. 4487

Bischoff's Southwesterly corner; thence along the Westerly line 4488
of a parcel of land now owned by R. E Roser S 0° 11' 02" W 4489
215.90 feet to an iron pipe monument found at the intersection 4490
of R. E. Roser's Westerly line with the Northerly line of a 4491
parcel of land now owned by The General Tire and Rubber Company; 4492
thence along General Tire and Rubber Company's Northerly line S 4493
88° 51' 43" W, 475.27 feet to a pipe found at the intersection 4494
of General Tire and Rubber Company's Northerly line with the 4495
Easterly line of George Washington Boulevard (100 feet wide); 4496
thence along the Easterly line of George Washington Boulevard N 4497
33° 39' 10" E, 1319.53 feet to a number 6 rebar set at a point 4498
of curvature; thence along the Easterly line of George 4499
Washington Boulevard and along the arc of a circle curving to 4500
the left (radius 1249.76 feet, central angle 3° 36' 18", sub 4501
chord 78.62 feet and sub chord bearing N 31° 51' 01" E,) 78.63 4502
feet to a number 6 rebar set; thence radially S 59° 57' 08" E, 4503
28.21 feet to the number 6 rebar set at the true place of 4504
beginning for land herein described and containing 5.3098 acres 4505
of land more or less as surveyed and computed by the Bureau of 4506
Engineering, The City of Akron, Ohio in June of 1971. 4507

Parcel Number: 6835031 4508

Prior Instrument Reference: Deed Volume 5266 Page 93 4509

The foregoing legal description may be corrected or 4510
modified by the Department of Administrative Services to a final 4511
form if such corrections or modifications are needed to 4512
facilitate recordation of the deed. 4513

(B) (1) The conveyance includes improvements and chattels 4514
situated on the real estate, and is subject to all easements, 4515
covenants, conditions, leases, and restrictions of record; all 4516
legal highways and public rights-of-way; zoning, building, and 4517
other laws, ordinances, restrictions, and regulations; and real 4518

estate taxes and assessments not yet due and payable. The real 4519
estate shall be conveyed in an "as-is, where-is, with all 4520
faults" condition. 4521

(2) The deed for the conveyance of the real estate may 4522
contain restrictions, exceptions, reservations, reversionary 4523
interests, and other terms and conditions the Director of 4524
Administrative Services determines to be in the best interest of 4525
the State. 4526

(3) Subsequent to the conveyance, any restrictions, 4527
exceptions, reservations, reversionary interests, or other terms 4528
and conditions contained in the deed may be released by the 4529
State or The University of Akron without the necessity of 4530
further legislation. 4531

(4) The deed may contain restrictions prohibiting the 4532
grantee or grantees from occupying, using, or developing, or 4533
from selling, the real estate such that the use or alienation 4534
will interfere with the quiet enjoyment of neighboring state- 4535
owned land. 4536

(C) The Director of Administrative Services shall conduct 4537
a sale of the real estate by sealed bid auction or public 4538
auction, and the real estate shall be sold to the highest bidder 4539
at a price acceptable to the Director of Administrative Services 4540
and The University of Akron. The Director of Administrative 4541
Services shall advertise the sealed bid auction or public 4542
auction by publication in a newspaper of general circulation in 4543
Summit County, once a week for three consecutive weeks before 4544
the date on which the sealed bids are to be opened. The Director 4545
of Administrative Services shall notify the successful bidder in 4546
writing. The Director of Administrative Services may reject any 4547
or all bids. 4548

The purchaser shall pay ten percent of the purchase price 4549

to the Director of Administrative Services within five business 4550
days after receiving the notice the bid has been accepted. The 4551
purchaser shall pay the balance of the purchase price to the 4552
Director within sixty days after receiving notice the bid has 4553
been accepted. When the purchase price has been paid, the 4554
Director and purchaser shall enter into a real estate purchase 4555
agreement, in the form prescribed by the Department of 4556
Administrative Services. Payment may be made by bank draft or 4557
certified check made payable to the Treasurer of State. A 4558
purchaser who does not complete the conditions of the sale as 4559
prescribed in this division shall forfeit the ten percent of the 4560
purchase price paid to the state as liquidated damages. If a 4561
purchaser fails to complete the purchase, the Director of 4562
Administrative Services may accept the next highest bid, subject 4563
to the foregoing conditions. If the Director of Administrative 4564
Services rejects all bids, the Director may repeat the sealed 4565
bid auction or public auction, or may use an alternative sale 4566
process that is acceptable to The University of Akron. 4567

The University of Akron shall pay advertising and other 4568
costs incident to the sale of the real estate. 4569

(D) The real estate described in division (A) of this 4570
section shall be sold as an entire tract and not in parcels. 4571

(E) Except as otherwise specified above, the purchaser 4572
shall pay all costs associated with the purchase, closing and 4573
conveyance, including surveys, title evidence, title insurance, 4574
transfer costs and fees, recording costs and fees, taxes, and 4575
any other fees, assessments, and costs that may be imposed. 4576

The proceeds of the sale shall be deposited into a 4577
University of Akron account to be determined by the Board of 4578
Trustees of The University of Akron. 4579

(F) Upon execution of the real estate purchase agreement, 4580

the Director of the Department of Administrative Services, with 4581
the assistance of the Attorney General, shall prepare a 4582
Governor's Deed to the real estate described in division (A) of 4583
this section. The Governor's Deed shall state the consideration 4584
and shall be executed by the Governor in the name of the State, 4585
countersigned by the Secretary of State, sealed with the Great 4586
Seal of the State, presented in the Department of Administrative 4587
Services for recording, and delivered to the Grantee. The 4588
Grantee shall present the Governor's Deed for recording in the 4589
Office of the Summit County Recorder. 4590

(G) This section shall expire three (3) years after its 4591
effective date. 4592

Section 29. (A) The Governor may execute one or more 4593
Governor's Deeds in the name of the State conveying to Toledo 4594
Public Schools ("Grantees"), and its, successors and assigns, 4595
all of the State's right, title, and interest in the following 4596
described real estate: 4597

Tract 1 4598

All of Lot Number 1 in University Hills Plat I, a 4599
Subdivision in the City of Toledo, Lucas County, Ohio as 4600
enumerated and delineated in Plat Volume 63, Page 12, in the 4601
offices of the Lucas County Recorder. 4602

Parcel Number: 15-25041 4603

Prior Instrument Reference: Deed Volume 2649, Page 98 4604

Tract 2 4605

All of Lot Number eighty-nine (89) in Ottawa Manor, a 4606
Subdivision in the City of Toledo, Lucas County, Ohio as 4607
enumerated and delineated in Plat Volume 42, Page 119, in the 4608
offices of the Lucas County Recorder. 4609

Parcel Number: 11-64654	4610
Prior Instrument Reference: Document # 20170628-0027056	4611
<u>Tract 3</u>	4612
All of Lot Number ninety (90) in Ottawa Manor, a	4613
Subdivision in the City of Toledo, Lucas County, Ohio as	4614
enumerated and delineated in Plat Volume 42, Page 119, in the	4615
offices of the Lucas County Recorder.	4616
Parcel Number: 1164657	4617
Prior Instrument Reference: Document # 20170628-0027056	4618
<u>Tract 4</u>	4619
All of Lot Number ninety-three (93) and ninety-four (94)	4620
in Ottawa Manor, a Subdivision in the City of Toledo, Lucas	4621
County, Ohio as enumerated and delineated in Plat Volume 42,	4622
Page 119, in the offices of the Lucas County Recorder.	4623
Excepting therefrom a parcel of land situated in the	4624
Southeast ¼ of Section Number 29, Town-9-South, Range-7-East of	4625
the Michigan Surveys and being a part of Lot Number 93 all	4626
within a Plat in the name of "Ottawa Manor" recorded in Lucas	4627
County Plat Volume 42 on Page 119, all within the City of	4628
Toledo, State of Ohio, and more fully described as follows:	4629
Commencing at an Iron Rod Monument found within a Monument	4630
Box and marking the South ¼ Post of Section Number 29, Town-9-	4631
South, Range-7-East of the Michigan Surveys and being on the	4632
centerline of Bancroft Street, having a varying right-of-way	4633
width (said Iron Rod Monument having a Plan Station of 36+37.94	4634
at 0.00 feet Left), Thence NORTH 89°-21'-19" EAST on said	4635
centerline of Bancroft Street for a distance of 211.12 feet to a	4636
point on the centerline of said Bancroft Street, having a Plan	4637
Station of 38+49.06 at 0.00 feet left, thence NORTH 0°-38'-41"	4638

WEST for a distance of 50.00 feet to a Iron Bar set with a 4639
Plastic Cap on the northerly right-of-way of existing Bancroft 4640
Street, having a Plan Station of 38+49.06 at 50.00 feet left, 4641
said Iron Bar being the POINT OF BEGINNING for this description; 4642

1. Thence SOUTH $89^{\circ}-21'-19''$ WEST being parallel with the 4643
centerline of Bancroft Street for a distance of 7.60 feet to a 4644
Point of Non-Tangent Curvature to the Right, having a Plan 4645
Station of 38+41.46 at 50.00 feet Left; 4646

2. Thence on said Curve to the Right having a radius of 4647
50.00 feet, a full Arc Length of 32.12 feet, a Delta of $36^{\circ}-48'-$ 4648
 $06''$ and having a Chord Bearing of NORTH $19^{\circ}-06'-50''$ WEST for a 4649
Chord Distance of 31.57 feet to a Point of Non-Tangency marked 4650
by an Iron Bar set with a plastic Cap, having a Plan Station of 4651
38+31.46 at 79.74 feet Left; 4652

3. Thence SOUTH $31^{\circ}-05'-24''$ EAST for a distance of 34.73 4653
feet to the POINT OF BEGINNING. 4654

The above described area contains 167.82 Square Feet or 4655
0.004 Acre of land more or less, of which the present road 4656
occupies 0.000 acre of land, more or less, for a NET TAKE AREA 4657
of 167.82 Square Feet or 0.004 Acre of land more or less, 4658
subject to all legal highways, leases, easements and 4659
restrictions of record. 4660

Bearings based on the Ohio State Plane Coordinate System 4661
(Ohio North Zone, NAD 83 (1995) prior to the HARN Shift. 4662
Bearings are for the express purpose of showing angular 4663
measurement only. 4664

Parcel Number: 1164677 4665

Prior Instrument Reference: Deed Volume 1959, Page 104 4666
(PARCEL XVI) and Instrument # 20170628-0026961 4667

Tract 5

All of Lot Number ninety-one (91) and ninety-two (92) in
Ottawa Manor, a Subdivision in the City of Toledo, Lucas County,
Ohio as enumerated and delineated in Plat Volume 42, Page 119,
in the offices of the Lucas County Recorder.

Parcel Number (s): 1164661 & 1164664

Prior Instrument Reference: Deed Volume 1959, Page 104
(PARCEL XVIII)

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

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

(2) The deed or deeds 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) The Director of Administrative Services shall offer the real estate to the Toledo Public Schools through a real estate purchase agreement. Consideration for the conveyance of the real estate shall be at a price acceptable to the Director of Administrative Services and The University of Toledo. If the Toledo Public Schools does not complete the purchase of the real estate within the time period provided in the real estate purchase agreement, the Director of Administrative Services may use any reasonable method of sale considered acceptable by The University of Toledo to determine an alternate grantee willing to complete the purchase within three years after the effective date of this section. The University of Toledo shall pay all advertising costs, additional fees, and other costs incident to the sale of the real estate.

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

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

The proceeds of the sale shall be deposited into a University of Toledo account to be determined by the Board of Trustees of The University of Toledo.

(F) Upon adoption of a resolution by the Board of Trustees of The University of Toledo and fully executed purchase agreement, the Director of the Department of Administrative Services, with the assistance of the Attorney General, shall prepare a Governor's Deed to the real estate described in division (A) of this section. The Governor's Deed shall state

the consideration and shall be executed by the Governor in the
name of the State, countersigned by the Secretary of State,
sealed with the Great Seal of the State, presented in the
Department of Administrative Services for recording, and
delivered to the Grantee. The Grantee shall present the
Governor's Deed for recording in the Office of the Lucas County
Recorder.

(G) This section shall expire three (3) years after its
effective date.

Prior to the execution of the Governor's Deed described in
division (E) of this section, possession of the real estate
described in division (A) of this section shall be governed by
an existing lease between the Ohio Department of Administrative
Services and the Grantee.

Section 30. (A) The Governor may execute a Governor's Deed
in the name of the State conveying to Lucas County Commissioners
("Grantees"), and its, successors and assigns, all of the
State's right, title, and interest in the following described
real estate:

Tract 1:

Being all of Lot 1, as numbered and delineated in THE
NORTHWEST OHIO ADVANCED TECHNOLOGY PARK PLAT ONE, a Subdivision
in the City of Toledo, Lucas County, Ohio and depicted in Plat
Volume 138, Page 4, found in the records of the Lucas County
Recorder.

and

The west 30.00 feet of Lot Number 2 in The Northwest Ohio
Advanced Technology Park Plat One, a Subdivision in the City of
Toledo, Lucas County as per Plat recorded in Volume 138 of
Plats, Page 4, bounded and described as follows:

Beginning at the northwest corner of said Lot 2, said point being the intersection of the west line of Section 16, Town 3, United States Reserve with the southerly right-of-way line of Arlington Avenue (as it now exists); thence, S 83°55'09"E along the said southerly right-of-way line, same being the northerly line of said Lot 2, a distance of 30.17 feet to a point, said point being on a line drawn 30.00 feet east of and parallel to the west line of said Section 16; thence S00°00'00"E and parallel to the west line of said Section 16, a distance of 365.61 feet to a point on the southerly line of Lot 2; thence S78°47'52"W along the southerly line of Lot 2, a distance of 30.58 feet to the southeasterly corner of Lot 2; thence, N00°00'00"E along the west line of Lot 2, same being the west line of said Section 16, a distance of 374.75 feet to the point of beginning.

Said parcel contains an area of 11104 square feet or 0.225 acres, more or less.

The above described parcel of land is subject to any and all leases, easement or restrictions of record.

Parcel Number: 1887336

Prior Instrument#: 200005030014227

Tract 2:

Being all of OUTLOT "A", as numbered and delineated in THE NORTHWEST OHIO ADVANCED TECHNOLOGY PARK PLAT THREE, a Subdivision in the City of Toledo, Lucas County, Ohio and depicted in Instrument Number 20090430-0019734, found in the records of the Lucas County Recorder.

Parcel Number: 0272600

Prior Instrument#: 20090430-0019734

The foregoing legal description may be corrected or 4787
modified by the Department of Administrative Services to a final 4788
form if such corrections or modifications are needed to 4789
facilitate recordation of the deed. 4790

(B) (1) The conveyance includes improvements and chattels 4791
situated on the real estate, and is subject to all easements, 4792
covenants, conditions, leases, and restrictions of record: all 4793
legal highways and public rights-of-way; zoning, building, and 4794
other laws, ordinances, restrictions, and regulations; and real 4795
estate taxes and assessments not yet due and payable. The real 4796
estate shall be conveyed in an "as-is, where-is, with all 4797
faults" condition. 4798

(2) The deed for conveyance of the real estate may contain 4799
restrictions, exceptions, reservations, reversionary interests, 4800
and other terms and conditions the Director of Administrative 4801
Services and the Board of Trustees of The University of Toledo 4802
determine to be in the best interest of the State. 4803

(3) Subsequent to the conveyance, any restrictions, 4804
exceptions, reservations, reversionary interests, or other terms 4805
and conditions contained in the deed may be released by the 4806
State or the Board of Trustees of The University of Toledo 4807
without the necessity of further legislation. 4808

(C) The Director of Administrative Services shall offer 4809
the real estate to the Lucas County Commissioners through a real 4810
estate purchase agreement. Consideration for the conveyance of 4811
the real estate shall be at a price acceptable to the Director 4812
of Administrative Services and the Board of Trustees of The 4813
University of Toledo. If the Lucas County Commissioners do not 4814
complete the purchase of the real estate within the time period 4815
provided in the real estate purchase agreement, the Director of 4816
Administrative Services may use any reasonable method of sale 4817

considered acceptable by the Board of Trustees of The University
of Toledo to determine an alternate grantee willing to complete
the purchase within three years after the effective date of this
section for a price acceptable to the Board of Trustees of The
University of Toledo. The University of Toledo shall pay all
advertising costs, additional fees, and other costs incident to
the sale of the real estate.

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

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

The proceeds of the sale shall be deposited into a
University of Toledo account to be determined by the Board of
Trustees of The University of Toledo.

(F) Upon adoption of a resolution by the Board of Trustees
of The University of Toledo and fully executed purchase
agreement, the Director of the Department of Administrative
Services, with the assistance of the Attorney General, shall
prepare a Governor's Deed to the real estate described in
division (A) of this section. The Governor's Deed shall state
the consideration and shall be executed by the Governor in the
name of the State, countersigned by the Secretary of State,
sealed with the Great Seal of the State, presented in the
Department of Administrative Services for recording, and
delivered to the Grantee. The Grantee shall present the
Governor's Deed for recording in the Office of the Lucas County
Recorder.

(G) This section shall expire three (3) years after its

effective date. 4849

Section 31. (A) Notwithstanding division (A)(5) of section 4850
123.01 of the Revised Code, the Director of Administrative 4851
Services may execute a perpetual easement in the name of the 4852
State with the City of Toledo, Ohio, an Ohio municipal 4853
corporation, and its successors and assigns, for the purposes of 4854
construction and maintenance of certain highway/roadway, 4855
pedestrian walkways/trails and other public improvements 4856
burdening the following described real estate: 4857

Situated in the State of Ohio, County of Lucas, City of 4858
Toledo, in Section 32 of Township 9 South, Range 7 East of the 4859
Michigan Survey, and being a 0.034 acre tract out of Lucas 4860
County Auditor's parcel number 18-50701 as conveyed to The 4861
University of Toledo, a State University of Ohio (hereafter 4862
referred to as "Grantor") by the instrument filed as Deed Book 4863
volume 1959, page 104 (all document references are to the 4864
records of Lucas County unless otherwise stated). 4865

Being a parcel lying on the right side of the centerline 4866
of right-of-way of Secor Road, more particularly described as 4867
follows: 4868

COMMENCING FOR REFERENCE at an iron pin found at the 4869
intersection of Secor Road and Bancroft Street, said pin being 4870
at the northwest corner of Section 32 and being at the 4871
centerline of right-of-way of Secor Road station 36+61.39; 4872

Thence along the centerline of right-of-way of Secor Road 4873
and the west line of said Section 32, South 00 degrees 53 4874
minutes 15 seconds East for a distance of 1808.94 feet to a 4875
point at the Grantor's southwest corner and the northwesterly 4876
corner of a parcel conveyed to Campus View Apartments, LLC, an 4877
Ohio Limited Liability Company by the instrument filed as 4878
Instrument Number 200902030004506, said point being at 4879

centerline of right-of-way of Secor Road station 18+52.45; 4880

Thence along the Grantor's southerly line and the 4881
northerly line of the said Campus View Apartments, LLC parcel, 4882
South 62 degrees 59 minutes 20 seconds East for a distance of 4883
56.58 feet to a point on the existing easterly right-of-way line 4884
of Secor Road, the said point being 50.00 feet right of the 4885
centerline of existing right-of-way of Secor Road station 4886
18+25.98 and being the TRUE POINT OF BEGINNING of the parcel 4887
herein described. 4888

Thence crossing through the lands of the Grantor and along 4889
the said easterly right-of-way line of Secor Road, North 00 4890
degrees 53 minutes 15 seconds West for a distance of 244.02 feet 4891
to an iron pin set being 50.00 feet right of the centerline of 4892
right-of-way of Secor Road station 20+70.00; 4893

Thence continuing through the lands of the Grantor, North 4894
89 degrees 06 minutes 45 seconds East for a distance of 6.00 4895
feet to an iron pin set being 56.00 feet right of the centerline 4896
of existing right-of-way of Secor Road station 20+70.00; 4897

Thence continuing through the lands of the Grantor, South 4898
00 degrees 53 minutes 15 seconds East for a distance of 247.20 4899
feet to a point on the Grantor's southerly line and the 4900
northerly line of the said Campus View Apartments, LLC parcel, 4901
said point being 56.00 feet right of the centerline of existing 4902
right-of-way of Secor Road station 18+22.80; 4903

Thence along the Grantor's southerly line and the 4904
northerly line of the said Campus View Apartments, LLC parcel, 4905
North 62 degrees 59 minutes 20 seconds West for a distance of 4906
6.79 feet to the TRUE POINT OF BEGINNING, containing 0.034 4907
acres, more or less, of which 0.000 acres are contained within 4908
the present road occupied, resulting in a net take of 0.034 4909
acres out of Lucas County Auditor's Parcel Number 18-50701. 4910

Prior instrument reference as of this writing recorded in 4911
Deed Book volume 1959, page 104 in the Lucas County, Ohio 4912
recorder's office. 4913

This description was prepared by Robert J. Sands, Ohio 4914
Professional Surveyor number 8053, and is based on an actual 4915
field survey conducted by DLZ Ohio, Inc. in 2013 through 2015 4916
under the direct supervision of Russell Koenig, Professional 4917
Surveyor S-8358. 4918

Bearings are based on the Ohio State Plane Coordinate 4919
System, North Zone, and the North American Datum of 1983 (1986 4920
adjustment). 4921

Where described, iron pins set are 5/8" diameter, 30" 4922
long, and bear a yellow plastic cap inscribed "DLZ OHIO, INC". 4923

The stations referenced herein are from the plans known as 4924
"SECOR RD OVER OTTAWA" on file with the City of Toledo, Ohio 4925

The foregoing legal description may be corrected or 4926
modified by the Department of Administrative Services to a final 4927
form if such corrections or modifications are needed to 4928
facilitate recordation of the perpetual easement. 4929

(B) The perpetual easement shall state the obligations of, 4930
and the duties to be observed and performed by the City of 4931
Toledo, Ohio, with regard to the perpetual easement, and shall 4932
require the City of Toledo, Ohio to assume perpetual 4933
responsibility for operating, maintaining, repairing, renewing, 4934
reconstructing, and replacing certain highway/roadway, 4935
pedestrian walkways/trails and other public improvements that 4936
are currently located on the real estate. 4937

(C) Consideration for granting the perpetual easement is 4938
Four Thousand Two Hundred Forty and 00/100 Dollars (\$4,240.00). 4939

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

(E) This section expires three (3) years after its effective date.

Section 32. (A) The Governor may execute a Governor's Deed in the name of the State conveying to selected Purchaser or Purchasers, their heirs, successors and assigns, to be determined in the manner provided in division (C) of this section all of the State's right, title, and interest in the following described real estate:

All of Lot Number 3 and the east 60 feet of Lot Number 2 in Foundation Park, a Subdivision in the City of Toledo, Lucas County, Ohio as enumerated and delineated in Plat Volume 76, Page 45, in the offices of the Lucas County Recorder.

Parcel Number: 0560708

Prior Instrument Reference: Document # 200205010218846

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

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

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

(2) The deed for conveyance of the real estate 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.

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

(5) The following uses shall be restricted on the real estate so long as the University of Toledo operates a healthcare facility on any of the neighboring parcels:

The real estate shall not be used as a healthcare medical treatment facility including but not limited to outpatient medical treatment, urgent care, generalist primary care, family medicine, or ambulatory surgery.

(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 5000
and The University of Toledo. The Director of Administrative 5001
Services shall advertise the sealed bid auction or public 5002
auction by publication in a newspaper of general circulation in 5003
Lucas County, once a week for three consecutive weeks before the 5004
date on which the sealed bids are to be opened. The Director of 5005
Administrative Services shall notify the successful bidder in 5006
writing. The Director of Administrative Services may reject any 5007
or all bids. 5008

The purchaser shall pay ten percent of the purchase price 5009
to the Director of Administrative Services within five business 5010
days after receiving the notice the bid has been accepted. The 5011
purchaser shall pay the balance of the purchase price to the 5012
Director within sixty days after receiving notice the bid has 5013
been accepted. When the purchase price has been paid, the 5014
Director and purchaser shall enter into a real estate purchase 5015
agreement, in the form prescribed by the Department of 5016
Administrative Services. Payment may be made by bank draft or 5017
certified check made payable to the Treasurer of State. A 5018
purchaser who does not complete the conditions of the sale as 5019
prescribed in this division shall forfeit the ten percent of the 5020
purchase price paid to the state as liquidated damages. If a 5021
purchaser fails to complete the purchase, the Director of 5022
Administrative Services may accept the next highest bid, subject 5023
to the foregoing conditions. If the Director of Administrative 5024
Services rejects all bids, the Director may repeat the sealed 5025
bid auction or public auction, or may use an alternative sale 5026
process that is acceptable to The University of Toledo. 5027

The University of Toledo shall pay advertising and other 5028
costs incident to the sale of the real estate. 5029

(D) The real estate described in division (A) of this 5030

section shall be sold as an entire tract and not in parcels. 5031

(E) Except as otherwise specified above, the Purchaser 5032
shall pay all costs associated with the purchase, closing and 5033
conveyance, including surveys, title evidence, title insurance, 5034
transfer costs and fees, recording costs and fees, taxes, and 5035
any other fees, assessments, and costs that may be imposed. 5036

The proceeds of the sale shall be deposited into a 5037
University of Toledo account to be determined by the Board of 5038
Trustees of The University of Toledo. 5039

(F) Upon payment of the purchase price, the Director of 5040
the Department of Administrative Services, with the assistance 5041
of the Attorney General, shall prepare a Governor's Deed to the 5042
real estate described in division (A) of this section. The 5043
Governor's Deed shall state the consideration and shall be 5044
executed by the Governor in the name of the State, countersigned 5045
by the Secretary of State, sealed with the Great Seal of the 5046
State, presented in the Department of Administrative Services 5047
for recording, and delivered to the Purchaser. The Purchaser 5048
shall present the Governor's Deed for recording in the Office of 5049
the Lucas County Recorder. 5050

(G) This section shall expire three (3) years after its 5051
effective date. 5052

Section 33. (A) The Governor may execute a Governor's Deed 5053
in the name of the State conveying to Toledo Public Schools 5054
("Grantees"), and its, successors and assigns, all of the 5055
State's right, title, and interest in the following described 5056
real estate: 5057

All of lots Number 1120, 1121, 1122, 1123, 1124, 1125, 5058
1126, 1127, 1128, 1129, 1130, 1131, 1132, 1133, 1134, 1135, 5059
1136, 1137, 1189, 1190 except the southerly 10 feet, and 1200, 5060

together with that portion of Winston Boulevard vacated 5061
September 5, 1950, lying between said Lots 1120 through 1129, 5062
and, Lots 1130 through 1137 in Heather Downs Second Addition to 5063
the City of Toledo, Lucas County, Ohio, same being recorded in 5064
Plat 42-B-103. 5065

Parcel Number: 0763347 5066

Prior Instrument Reference: Inst# 20050617-0043177 5067

The foregoing legal description may be corrected or 5068
modified by the Department of Administrative Services to a final 5069
form if such corrections or modifications are needed to 5070
facilitate recordation of the deed. 5071

(B) (1) The conveyance includes improvements and chattels 5072
situated on the real estate, and is subject to all easements, 5073
covenants, conditions, leases, and restrictions of record: all 5074
legal highways and public rights-of-way; zoning, building, and 5075
other laws, ordinances, restrictions, and regulations; and real 5076
estate taxes and assessments not yet due and payable. The real 5077
estate shall be conveyed in an "as-is, where-is, with all 5078
faults" condition. 5079

(2) The deed for the conveyance of the real estate may 5080
contain restrictions, exceptions, reservations, reversionary 5081
interests, and other terms and conditions the Director of 5082
Administrative Services determines to be in the best interest of 5083
the State. 5084

(3) Subsequent to the conveyance, any restrictions, 5085
exceptions, reservations, reversionary interests, or other terms 5086
and conditions contained in the deed may be released by the 5087
State or The University of Toledo without the necessity of 5088
further legislation. 5089

(C) Consideration for the conveyance of the real estate 5090

described in division (A) of this section shall be One and 5091
00/100 Dollar (\$1.00). 5092

The Director of Administrative Services shall offer the 5093
real estate to the Toledo Public Schools through a real estate 5094
purchase agreement. Consideration for the conveyance of the real 5095
estate described in division (A) of this section shall be One 5096
and 00/100 Dollar (\$1.00). If Toledo Public Schools does not 5097
complete the purchase of the real estate within the time period 5098
provided in the real estate purchase agreement, the Director of 5099
Administrative Services may use any reasonable method of sale 5100
considered acceptable by The University of Toledo to determine 5101
an alternate grantee willing to complete the purchase within 5102
three years after the effective date of this section for a 5103
consideration acceptable to The University of Toledo. The 5104
University of Toledo shall pay all advertising costs, additional 5105
fees, and other costs incident to the sale of the real estate to 5106
an alternate grantee. 5107

(D) The real estate described in division (A) of this 5108
section shall be sold as an entire tract and not in parcels. 5109

(E) Except as otherwise specified above, the Grantee shall 5110
pay all costs associated with the purchase, closing and 5111
conveyance, including surveys, title evidence, title insurance, 5112
transfer costs and fees, recording costs and fees, taxes, and 5113
any other fees, assessments, and costs that may be imposed. 5114

The proceeds of the sale shall be deposited into a 5115
University of Toledo account to be determined by the Board of 5116
Trustees of The University of Toledo. 5117

(F) (1) Upon adoption of a resolution by the Board of 5118
Trustees of The University of Toledo and fully executed purchase 5119
agreement, the Director of the Department of Administrative 5120
Services, with the assistance of the Attorney General, shall 5121

prepare a Governor's Deed to the real estate described in 5122
division (A) of this section. The Governor's Deed shall state 5123
the consideration and shall be executed by the Governor in the 5124
name of the State, countersigned by the Secretary of State, 5125
sealed with the Great Seal of the State, presented in the 5126
Department of Administrative Services for recording, and 5127
delivered to the Grantee. The Grantee shall present the 5128
Governor's Deed for recording in the Office of the Lucas County 5129
Recorder. 5130

(2) Should the Grantee no longer use the real estate 5131
described in division (A) of this section for educational 5132
purposes, the real estate described in division (A) of this 5133
section shall revert back to the State of Ohio at the sole 5134
discretion of the Director of Administrative Services and The 5135
University of Toledo. If the real estate is sold to an alternate 5136
purchaser, this provision applies only at the discretion of the 5137
University of Toledo. 5138

(G) This section shall expire three (3) years after its 5139
effective date. 5140

Prior to the execution of the Governor's Deed described in 5141
division (E) of this section, possession of the real estate 5142
described in division (A) of this section shall be governed by 5143
an existing interim lease between the Ohio Department of 5144
Administrative Services and the Grantee. 5145

Section 34. (A) The Governor may execute a Governor's Deed 5146
in the name of the State conveying to the City of Akron, Ohio 5147
("Grantee"), and its successors and assigns, all of the State's 5148
right, title, and interest in two skywalks that connect the 5149
Ocacek State Office Building to neighboring properties (the 5150
"Improvements"). The Western Skywalk is located over South High 5151
Street, Akron, Ohio, 44308 and the Eastern Skywalk is located 5152

over Broadway Street, Akron, Ohio 44308. The legal descriptions	5153
of the skywalks are as follows:	5154
Western Skywalk	5155
Legal Description of Air Rights	5156
Situated in the City of Akron, County of Summit, State of	5157
Ohio, Original Portage Township, Connecticut Western Reserve,	5158
Tract 7, T 2 N, R 11 W, part of Block 26 in Kings Addition,	5159
Transcribed Records Page 17, and bounded and described as	5160
follows:	5161
COMMENCING at a Drill Hole set at the intersection of the	5162
east right of way line of S. High St. (66 feet wide) and the	5163
south right of way line of E. Bowery St. (66 feet wide), thence	5164
along the east right of way line of said S. High St., South 26	5165
degrees 54 minutes 50 seconds West a distance of 72.20 feet to	5166
the POINT OF BEGINNING of the parcel herein described;	5167
1. South 63 degrees 37 minutes 58 seconds East a distance	5168
of 23.14 feet to a point on the face of the existing building;	5169
2. Thence along the face of said existing building, South	5170
26 degrees 45 minutes 54 seconds West a distance of 8.34 feet to	5171
a building corner;	5172
3. Thence continuing along the face of said existing	5173
building, North 63 degrees 01 minutes 46 seconds West a distance	5174
of 16.68 feet to a building corner;	5175
4. Thence continuing along the face of said existing	5176
building, South 26 degrees 52 minutes 22 seconds West a distance	5177
of 4.29 feet to a point;	5178
5. North 63 degrees 03 minutes 14 seconds West a distance	5179
of 6.48 feet to a point on the east right of way line of said S.	5180
High St.;	5181

6. Thence along said east right of way line, North 26 5182
degrees 54 minutes 50 seconds East a distance of 12.39 feet to 5183
the Point of Beginning, containing 0.0500 acres (218 sq. ft.), 5184
and being subject to a vertical plane extending from the bottom 5185
of existing skywalk to the top of said skywalk. 5186

The bearings for this description are based on Grid North, 5187
of the Ohio State Plane Coordinate System, North Zone, 5188
NAD83(2011), as measured with GPS. 5189

This description was prepared and reviewed under the 5190
supervision of Steven L. Mullaney, Professional Surveyor No. 5191
7900, in February of 2022. 5192

Legal Description of Pier Location 5193

Situated in the City of Akron, County of Summit, State of 5194
Ohio, Original Portage Township, Connecticut Western Reserve, 5195
Tract 7, T 2 N, R 11 W, part of Block 26 in Kings Addition, 5196
Transcribed Records Page 17, and bounded and described as 5197
follows: 5198

COMMENCING at a Drill Hole set at the intersection of the 5199
east right of way line of S. High St. (66 feet wide) and the 5200
south right of way line of E. Bowery St. (66 feet wide), thence 5201
along the east right of way line of said S. High St., South 26 5202
degrees 54 minutes 50 seconds West a distance of 72.20 feet to 5203
the POINT OF BEGINNING of the parcel herein described; 5204

1. South 63 degrees 37 minutes 58 seconds East a distance 5205
of 4.00 feet to a point; 5206

2. South 26 degrees 54 minutes 50 seconds West a distance 5207
of 12.43 feet to point; 5208

3. North 63 degrees 03 minutes 14 seconds West a distance 5209
of 4.00 feet to a point on the east right of way line of said S. 5210

High St.;	5211
6. Thence along said east right of way line, North 26	5212
degrees 54 minutes 50 seconds East a distance of 12.39 feet to	5213
the Point of Beginning, containing 0.0011 acres (50 sq.ft.).	5214
The bearings for this description are based on Grid North,	5215
of the Ohio State Plane Coordinate System, North Zone,	5216
NAD83(2011), as measured with GPS.	5217
This description was prepared and reviewed under the	5218
supervision of Steven L. Mullaney, Professional Surveyor No.	5219
7900, in February of 2022.	5220
Legal Description of Air Rights	5221
Situated in the City of Akron, County of Summit, State of	5222
Ohio, Original Portage Township, Connecticut Western Reserve,	5223
Tract 7, T 2 N, R 11 W, part of Block 26 in Kings Addition,	5224
Transcribed Records Page 17, and bounded and described as	5225
follows:	5226
COMMENCING at a Drill Hole set at the intersection of the	5227
east right of way line of S. High St. (66 feet wide) and the	5228
south right of way line of E. Bowery St. (66 feet wide), thence	5229
along the east right of way line of said S. High St., South 26	5230
degrees 54 minutes 50 seconds West a distance of 72.20 feet to	5231
the POINT OF BEGINNING of the parcel herein described;	5232
1. Thence continuing along the east right of way line of	5233
said High St., South 26 degrees 54 minutes 50 seconds East a	5234
distance of 12.39 feet to a point;	5235
2. North 63 degrees 03 minutes 14 seconds West distance of	5236
66.00 feet to a point on the west right of way line of said S.	5237
High St.;	5238
3. Thence along said west right of way line, North 26	5239

degrees 54 minutes 50 seconds East a distance of 10.00 feet to a point;

4. South 63 degrees 03 minutes 14 seconds East a distance of 62.50 feet to a point;

5. North 26 degrees 54 minutes 50 seconds East a distance of 2.35 feet to a point;

6. South 63 degrees 37 minutes 58 seconds East a distance of 3.50 feet to the Point of Beginning, containing 0.0153 acres (668 sq.ft.), and being subject to a vertical plane extending from the bottom of existing skywalk to the top of said skywalk.

The bearings for this description are based on Grid North, of the Ohio State Plane Coordinate System, North Zone, NAD83(2011), as measured with GPS.

This description was prepared and reviewed under the supervision of Steven L. Mullaney, Professional Surveyor No. 7900, in February of 2022.

Legal Description of Pier Location

Situated in the City of Akron, County of Summit, State of Ohio, Original Portage Township, Connecticut Western Reserve, Tract 7, T 2 N, R 11 W, part of Block 26 in Kings Addition, Transcribed Records Page 17, and bounded and described as follows:

COMMENCING at a Drill Hole set at the intersection of the east right of way line of S. High St. (66 feet wide) and the south right of way line of E. Bowery St. (66 feet wide), thence along the east right of way line of said S. High St., South 26 degrees 54 minutes 50 seconds West a distance of 72.20 feet to the POINT OF BEGINNING of the parcel herein described;

1. Thence continuing along the east right of way line of

said High St., South 26 degrees 54 minutes 50 seconds East a distance of 12.39 feet to a point;

2. North 63 degrees 03 minutes 14 seconds West distance of 1.40 feet to a point;

3. North 26 degrees 54 minutes 50 seconds East a distance of 12.37 feet to a point;

4. South 63 degrees 37 minutes 58 seconds East a distance of 1.40 feet to the Point of Beginning, containing 0.0004 acres (17 sq.ft.).

The bearings for this description are based on Grid North, of the Ohio State Plane Coordinate System, North Zone, NAD83(2011), as measured with GPS.

This description was prepared and reviewed under the supervision of Steven L. Mullaney, Professional Surveyor No. 7900, in February of 2022.

Legal Description of Air Rights

Situated in the City of Akron, County of Summit, State of Ohio, Original Portage Township, Connecticut Western Reserve, Tract 7, T 2 N, R 11 W, part of Block 26 in Kings Addition, Transcribed Records Page 17, and bounded and described as follows:

COMMENCING at a Drill Hole set at the intersection of the west right of way line of S. High St. (66 feet wide) and the south right of way line of E. Bowery St. (66 feet wide), thence along the west right of way line of said S. High St., South 26 degrees 54 minutes 50 seconds West a distance of 63.34 feet to the POINT OF BEGINNING of the parcel herein described;

1. Thence continuing along said west right of way line, South 26 degrees 54 minutes 50 seconds West a distance of 10.00

feet to a point;	5298
2. North 63 degrees 03 minutes 14 seconds West a distance	5299
of 39.50 feet to a point;	5300
3. South 26 degrees 56 minutes 46 seconds West a distance	5301
of 6.10 feet to a point on the face of the existing building.	5302
4. Thence along the face of said existing building, North	5303
63 degrees 36 minutes 09 seconds West a distance of 77.21 feet	5304
to a point on the northwest face of an existing skywalk;	5305
5. Thence along the northwest face of said existing	5306
skywalk, North 31 degrees 17 minutes 08 seconds East a distance	5307
of 23.41 feet to point;	5308
6. South 63 degrees 03 minutes 14 seconds East a distance	5309
of 84.93 feet to a point;	5310
7. South 26 degrees 56 minutes 46 seconds West a distance	5311
of 6.50 feet to a point;	5312
8. South 63 degrees 03 minutes 14 seconds East a distance	5313
of 30.00 feet to the Point of Beginning, containing 0.0507 acres	5314
(2,209 sq.ft.), and being subject to a vertical plane extending	5315
from the bottom of existing skywalk to the top of said skywalk.	5316
The bearings for this description are based on Grid North,	5317
of the Ohio State Plane Coordinate System, North Zone,	5318
NAD83(2011), as measured with GPS.	5319
This description was prepared and reviewed under the	5320
supervision of Steven L. Mullaney, Professional Surveyor No.	5321
7900, in February of 2022.	5322
Legal Description of Pier Location	5323
Situated in the City of Akron, County of Summit, State of	5324
Ohio, Original Portage Township, Connecticut Western Reserve,	5325

Tract 7, T 2 N, R 11 W, part of Block 26 in Kings Addition, 5326
Transcribed Records Page 17, and bounded and described as 5327
follows: 5328

COMMENCING at a Drill Hole set at the intersection of the 5329
west right of way line of S. High St. (66 feet wide) and the 5330
south right of way line of E. Bowery St. (66 feet wide), thence 5331
along the west right of way line of said S. High St., South 26 5332
degrees 54 minutes 50 seconds West a distance of 60.83 feet to 5333
point, thence North 63 degrees 05 minutes 10 seconds West a 5334
distance of 13.23 feet to the POINT OF BEGINNING of the parcel 5335
herein described; 5336

1. South 26 degrees 56 minutes 46 seconds West a distance 5337
of 15.00 feet to a point; 5338

2. North 63 degrees 03 minutes 14 seconds West a distance 5339
of 5.00 feet to a point; 5340

3. North 26 degrees 56 minutes 46 seconds East a distance 5341
of 15.00 feet to a point; 5342

4. South 63 degrees 03 minutes 14 seconds East a distance 5343
of 5.00 feet to the Point of Beginning, containing 0.0017 acres 5344
(75 sq.ft.) 5345

The bearings for this description are based on Grid North, 5346
of the Ohio State Plane Coordinate System, North Zone, 5347
NAD83(2011), as measured with GPS. 5348

This description was prepared and reviewed under the 5349
supervision of Steven L. Mullaney, Professional Surveyor No. 5350
7900, in February of 2022. 5351

Legal Description of Pier Location 5352

Situated in the City of Akron, County of Summit, State of 5353
Ohio, Original Portage Township, Connecticut Western Reserve, 5354

Tract 7, T 2 N, R 11 W, part of Block 26 in Kings Addition, 5355
Transcribed Records Page 17, and bounded and described as 5356
follows: 5357

COMMENCING at a Drill Hole set at the intersection of the 5358
west right of way line of S. High St. (66 feet wide) and the 5359
south right of way line of E. Bowery St. (66 feet wide), thence 5360
along the west right of way line of said S. High St., South 26 5361
degrees 54 minutes 50 seconds West a distance of 56.82 feet to 5362
point, thence North 63 degrees 05 minutes 10 seconds West a 5363
distance of 34.52 feet to the POINT OF BEGINNING of the parcel 5364
herein described; 5365

1. South 26 degrees 56 minutes 46 seconds West a distance 5366
of 16.50 feet to a point; 5367

2. North 63 degrees 03 minutes 14 seconds West a distance 5368
of 7.70 feet to a point; 5369

3. North 26 degrees 56 minutes 46 seconds East a distance 5370
of 16.50 feet to a point; 5371

4. South 63 degrees 03 minutes 14 seconds East a distance 5372
of 7.70 feet to the Point of Beginning, containing 0.0029 acres 5373
(127 sq.ft.) 5374

The bearings for this description are based on Grid North, 5375
of the Ohio State Plane Coordinate System, 5376

North Zone, NAD83(2011), as measured with GPS. 5377

This description was prepared and reviewed under the 5378
supervision of Steven L. Mullaney, Professional Surveyor No. 5379
7900, in February of 2022. 5380

Legal Description of Pier Location 5381

Situated in the City of Akron, County of Summit, State of 5382

Ohio, Original Portage Township, Connecticut Western Reserve, 5383
Tract 7, T 2 N, R 11 W, part of Block 26 in Kings Addition, 5384
Transcribed Records Page 17, and bounded and described 5385
as follows: 5386

COMMENCING at a Drill Hole set at the intersection of the 5387
west right of way line of S. High St. (66 feet wide) and the 5388
south right of way line of E. Bowery St. (66 feet wide), thence 5389
along the west right of way line of said S. High St., South 26 5390
degrees 54 minutes 50 seconds West a distance of 56.78 feet to 5391
point, thence North 63 degrees 05 minutes 10 seconds West a 5392
distance of 98.61 feet to the POINT OF BEGINNING of the parcel 5393
herein described; 5394

1. South 26 degrees 56 minutes 46 seconds West a distance 5395
of 17.00 feet to a point; 5396

2. North 63 degrees 03 minutes 14 seconds West a distance 5397
of 5.80 feet to a point; 5398

3. North 26 degrees 56 minutes 46 seconds East a distance 5399
of 17.00 feet to a point; 5400

4. South 63 degrees 03 minutes 14 seconds East a distance 5401
of 5.80 feet to the Point of Beginning, containing 0.0022 acres 5402
(99 sq.ft.) 5403

The bearings for this description are based on Grid North, 5404
of the Ohio State Plane Coordinate System, North Zone, 5405
NAD83(2011), as measured with GPS. 5406

This description was prepared and reviewed under the 5407
supervision of Steven L. Mullaney, Professional Surveyor No. 5408
7900, in February of 2022. 5409

Legal Description of Air Rights 5410

Situated in the City of Akron, County of Summit, State of 5411

Ohio, Original Portage Township, Connecticut Western Reserve, 5412
Tract 7, T 2 N, R 11 W, part of Block 26 in Kings Addition, 5413
Transcribed Records Page 17, and bounded and described as 5414
follows: 5415

COMMENCING at a Drill Hole set at the intersection of the 5416
west right of way line of S. Broadway St. (variable width) and 5417
the south right of way line of E. Bowery St. (66 feet wide), 5418
thence along the west right of way line of said S. Broadway St., 5419
South 30 degrees 26 minutes 20 seconds West a distance of 99.34 5420
feet to the POINT OF BEGINNING of the parcel herein described; 5421

1. Thence continuing along said west right of way line, 5422
South 30 degrees 26 minutes 20 seconds West a distance of 11.02 5423
feet to a point; 5424

2. North 63 degrees 11 minutes 42 seconds West a distance 5425
of 21.58 feet to point on the face of an existing building; 5426

Thence along said existing building face along the 5427
following three courses: 5428

3. North 26 degrees 55 minutes 32 seconds East a distance 5429
of 9.05 feet to a point; 5430

4. South 62 degrees 41 minutes 17 seconds East a distance 5431
of 16.67 feet to point; 5432

5. North 26 degrees 53 minutes 50 seconds East a distance 5433
of 2.10 feet to a point; 5434

6. South 63 degrees 11 minutes 42 seconds East a distance 5435
of 5.59 feet to the Point of Beginning, containing 0.0048 acres 5436
(208 sq.ft.), and being subject to a vertical plane extending 5437
from the bottom of existing skywalk to the top of said skywalk. 5438

The bearings for this description are based on Grid North, 5439
of the Ohio State Plane Coordinate System, North Zone, 5440

NAD83(2011), as measured with GPS. 5441

This description was prepared and reviewed under the 5442
supervision of Steven L. Mullaney, Professional Surveyor No. 5443
7900, in February of 2022. 5444

Eastern Skywalk 5445

Legal Description of Pier Location Situated in the City of 5446
Akron, County of Summit, State of Ohio, Original Portage 5447
Township, Connecticut Western Reserve, Tract 7, T 2 N, R 11 W, 5448
part of Block 26 in Kings Addition, Transcribed Records Page 17, 5449
and bounded and described as follows: 5450

COMMENCING at a Drill Hole set at the intersection of the 5451
west right of way line of S. Broadway St.(variable width) and 5452
the south right of way line of E. Bowery St. (66 feet wide), 5453
thence along the west right of way line of said S. Broadway St., 5454
South 30 degrees 26 minutes 20 seconds West a distance of 99.34 5455
feet to the POINT OF BEGINNING of the parcel herein described; 5456

1. Thence continuing along said west right of way line, 5457
South 30 degrees 26 minutes 20 seconds West a distance of 11.02 5458
feet to a point; 5459

2. North 63 degrees 11 minutes 42 seconds West a distance 5460
of 2.25 feet to point; 5461

3. North 26 degrees 48 minutes 18 seconds East a distance 5462
of 11.00 feet to a point; 5463

4. South 63 degrees 11 minutes 42 seconds East a distance 5464
of 2.95 feet to the Point of Beginning, containing 0.0007 acres 5465
(29 sq.ft.). 5466

The bearings for this description are based on Grid North, 5467
of the Ohio State Plane Coordinate System, North Zone, 5468
NAD83(2011), as measured with GPS. 5469

This description was prepared and reviewed under the supervision of Steven L. Mullaney, Professional Surveyor No. 7900, in February of 2022.

Legal Description of Air Rights

Situated in the City of Akron, County of Summit, State of Ohio, Original Portage Township, Connecticut Western Reserve, Tract 7, T 2 N, R 11 W, part of Block 26 in Kings Addition, Transcribed Records Page 17, and bounded and described as follows:

COMMENCING at a Drill Hole set at the intersection of the west right of way line of S. Broadway St. (variable width) and the south right of way line of E. Bowery St. (66 feet wide), thence along the west right of way line of said S. Broadway St., South 30 degrees 26 minutes 20 seconds West a distance of 99.34 feet to the POINT OF BEGINNING of the parcel herein described;

1. South 63 degrees 11 minutes 42 seconds East a distance of 66.82 feet to a point on the east right of way line of said S. Broadway St.;

2. Thence along said east right of way line, South 27 degrees 45 minutes 16 seconds West a distance of 11.00 feet to a point;

3. North 63 degrees 11 minutes 42 seconds West a distance of 67.34 feet to a point on the west right of way line of said S. Broadway St.;

4. Thence along said west right of way line, North 30 degrees 26 minutes 20 seconds East a distance of 11.02 feet to the Point of Beginning, containing 0.0169 acres (738 sq.ft.), and being subject to a vertical plane extending from the bottom of existing skywalk to the top of said skywalk.

The bearings for this description are based on Grid North,
of the Ohio State Plane Coordinate System, North Zone,
NAD83(2011), as measured with GPS.

This description was prepared and reviewed under the
supervision of Steven L. Mullaney, Professional Surveyor No.
7900, in February of 2022.

Legal Description of Pier Location

Situated in the City of Akron, County of Summit, State of
Ohio, Original Portage Township, Connecticut Western Reserve,
Tract 7, T 2 N, R 11 W, part of Block 26 in Kings Addition,
Transcribed Records Page 17, and bounded and described as
follows:

COMMENCING at a Drill Hole set at the intersection of the
west right of way line of S. Broadway St. (variable width) and
the south right of way line of E. Bowery St. (66 feet wide),
thence along the west right of way line of said S. Broadway St.,
South 30 degrees 26 minutes 20 seconds West a distance of 99.34
feet to the POINT OF BEGINNING of the parcel herein described;

1. South 63 degrees 11 minutes 42 seconds East a distance
of 2.45 feet to point;

2. South 26 degrees 48 minutes 18 seconds West a distance
of 11.00 feet to a point;

3. North 63 degrees 11 minutes 42 seconds West a distance
of 3.15 feet to a point on the west right of way line of said
South Broadway St.;

4. Thence along said west right of way line, North 30
degrees 26 minutes 20 seconds E a distance of 11.02 feet to the
Point of Beginning, containing 0.0007 acres (39 sq.ft.).

The bearings for this description are based on Grid North,

of the Ohio State Plane Coordinate System, North Zone, 5528
NAD83(2011), as measured with GPS. 5529

This description was prepared and reviewed under the 5530
supervision of Steven L. Mullaney, Professional Surveyor No. 5531
7900, in February of 2022. 5532

The foregoing legal descriptions may be corrected or 5533
modified by the Department of Administrative Services to a final 5534
form if such corrections or modifications are needed to 5535
facilitate recordation of the deed. 5536

(B) The conveyance includes the Improvements and is 5537
subject to all easements, covenants, conditions, leases, and 5538
restrictions of record: all legal highways and public rights-of- 5539
way; zoning, building, and other laws, ordinances, restrictions, 5540
and regulations; and real estate taxes and assessments not yet 5541
due and payable. The Improvements shall be conveyed in an "as- 5542
is, where-is, with all faults" condition. 5543

(C) Consideration for the conveyance will be the mutual 5544
promises exchanged between the parties. The City of Akron has 5545
already purchased the Oliver R. Ocasek Government Office 5546
Building, Summit County Parcel Number 6755895, which sale closed 5547
March 3, 2022, and both parties desire to transfer ownership of 5548
the Improvements, which are attached to the Building, but were 5549
not included in the legal description of the real estate 5550
authorized to be transferred in the previous sale. The 5551
Improvements are currently the subject of a reciprocal easement 5552
between the State of Ohio and the City of Akron, providing for 5553
the use and maintenance of the Improvements. 5554

The Director of Administrative Services shall offer the 5555
Improvements to the City of Akron, Ohio through a real estate 5556
transfer agreement. 5557

(D) Grantee shall pay all costs associated with the transfer, 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) Upon execution of the Real Estate Transfer Agreement, the Director of the Department of Administrative Services, with the assistance of the Attorney General, shall prepare a Governor's Deed to the real estate described in division (A) of this section. The Governor's Deed shall state the consideration and shall be executed by the Governor in the name of the State, countersigned by the Secretary of State, sealed with the Great Seal of the State, presented in the Department of Administrative Services for recording, and delivered to the Grantee. The Grantee shall present the Governor's Deed for recording in the Office of the Summit County Recorder.

(F) This section shall expire 3 years after its effective date.

Section 35. (A) The Governor may execute a Governor's Deed in the name of the State conveying to the City of Columbus, Ohio, a municipal corporation ("Grantee"), and its successors and assigns, to be determined in the manner provided in division (C) of this section, or to an alternative Grantee, and to the alternative Grantee's heirs and assigns or successors, all of the State's right, title, and interest in the following described real estate:

Situated in the City of Columbus, County of Franklin, State of Ohio and being a part of a 80.202 acres acquired from The Columbus and Southern Ohio Electric Company as recorded in Franklin County, Volume 1704, Page 153 and being more fully described as follows:

Beginning at a point at the intersection of the east
right-of-way line of Hiawatha Park Place (variable R/W) and the
north line of the Ohio State Fairgrounds, said point also being
the southwest corner of Lot 562 of Grasmere Gardens as the same
is numbered and delineated upon the recorded plat thereof, of
record in Plat Book 15, Page 2, Franklin County Recorder's
Office, said point also being on the east limited access right-
of-way line of the North Freeway (FRA-3-18.36);

Thence, along the north line of the Ohio State Fairgrounds
and the south line of said Grasmere Gardens, S 86° 43' 17" E,
805.30 feet to the northeast corner of the Ohio State
Fairgrounds said corner also being on the west line of Hamilton
School Addition, as the same is delineated upon the recorded
plat thereof, of record in Plat Book 22, Page 104, Franklin
County Recorder's Office;

Thence, along the east line of the Ohio State Fairgrounds
and the west line of said Hamilton School Addition and the west
line of Hugh A. Tyler Subdivision as the same is delineated upon
the recorded plat thereof, of record in Plat Book 25, Page 35,
Franklin County Recorder's Office, S 3° 12' 14" W, 1144.70 feet
to a point on the said east limited access right-of-way line of
the North Freeway;

Thence, along the said east limited access right-of-way
line of the North Freeway, N 25° 55' 03" W, 695.94 feet to a
point;

Thence continuing along the said east limited access
right-of-way line of the North Freeway, N 37° 44' 42" W, 712.00
feet to the beginning and containing 9.4 acres more or less.

Bearings are based upon an assumed meridian and are used
to denote angular relationships only.

Part of Franklin County Auditor Parcel Number: 010-067015-	5619
00	5620
Prior Deed: Volume 1704, Page 153	5621
The foregoing legal description may be corrected or	5622
modified by the Department of Administrative Services to a final	5623
form if such corrections or modifications are needed to	5624
facilitate recordation of the deed.	5625
(B) (1) The conveyance includes improvements and chattels	5626
situated on the real estate, and is subject to all easements,	5627
covenants, conditions, leases, and restrictions of record: all	5628
legal highways and public rights-of-way; zoning, building, and	5629
other laws, ordinances, restrictions, and regulations; and real	5630
estate taxes and assessments not yet due and payable. The real	5631
estate shall be conveyed in an "as-is, where-is, with all	5632
faults" condition.	5633
(2) The deed or deeds for conveyance of the real estate	5634
may contain restrictions, exceptions, reservations, reversionary	5635
interests, and other terms and conditions the Director of	5636
Administrative Services determines to be in the best interest of	5637
the State.	5638
(3) Subsequent to the conveyance, any restrictions,	5639
exceptions, reservations, reversionary interests, or other terms	5640
and conditions contained in the deed may be released by the	5641
State or the Ohio Expositions Commission without the necessity	5642
of further legislation.	5643
(C) The Director of Administrative Services shall offer	5644
the real estate to the City of Columbus, Ohio through a real	5645
estate purchase agreement. Consideration for the conveyance of	5646
the real estate described in division (A) of this section shall	5647
be at a price acceptable to the Director of Administrative	5648

Services and the Ohio Expositions Commission. If the City of
Columbus, Ohio does not complete the purchase of the real estate
within the time period provided in the real estate purchase
agreement, the Director of Administrative Services may use any
reasonable method of sale considered acceptable by the Ohio
Expositions Commission to determine an alternate grantee willing
to complete the purchase for a consideration acceptable to the
Department of Administrative Services and the Ohio Expositions
Commission within three (3) years after the effective date of
this section. The Ohio Expositions Commission shall pay all
advertising costs, additional fees, and other costs incident to
the sale of the real estate to an alternative grantee.

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

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

The proceeds of the sale shall be deposited into the state
treasury to the credit of the Ohio exposition fund pursuant to
Ohio Revised Code Section 991.04.

(F) Upon execution of the real estate purchase agreement,
the Director of the Department of Administrative Services, with
the assistance of the Attorney General, shall prepare a
Governor's Deed to the real estate described in division (A) of
this section. The Governor's Deed shall state the consideration
and shall be executed by the Governor in the name of the State,
countersigned by the Secretary of State, sealed with the Great
Seal of the State, presented in the Department of Administrative

Services for recording, and delivered to the Grantee. The 5680
Grantee shall present the Governor's Deed for recording in the 5681
Office of the Franklin County Recorder. 5682

(G) This section shall expire three (3) years after its 5683
effective date. 5684

Section 36. (A) The Governor may execute a Governor's Deed 5685
in the name of the State conveying to the Board of Education of 5686
the Symmes Valley Local School District ("Grantee"), and its 5687
successors and assigns, all of the State's right, title, and 5688
interest in the following described real estate: 5689

The following described real estate situated in the 5690
Township of Aid, County of Lawrence, State of Ohio and being 5691
more particularly described as follows: 5692

Being a part of the northeast quarter of Section 36 and 5693
part of the southeast quarter of Section 25, Township 4 North, 5694
Range 17 West and being a part of the Lillian Darling First and 5695
Third Tracts as recorded in volume 461, page 450 and beginning 5696
at an iron pin found at the southeast corner of the State of 5697
Ohio 15.39 acre parcel as recorded in volume 260, page 413; 5698

Thence, with the east line of said State of Ohio parcel, 5699
North 25° 54' 00" West, passing an iron pin set at 749.21 feet, 5700
a total distance of 782.00 feet to a point in the center of 5701
State Route 141; 5702

Thence, with the center of said State Route 141, North 40° 5703
18' 00" East, 460.15 feet to a point; 5704

Thence, leaving said State Route 141, South 75° 58' 20" 5705
East, passing an iron pin set at 33.45 feet a total distance of 5706
1279.11 feet to an iron pin set; 5707

Thence, with the east line of the parcel herein described, 5708

South 10° 35' 00" West, 951.53 feet to an iron pin set; 5709

Thence, with the south line of the parcel herein 5710
described, North 79° 25' 00" West 1039.94 feet to the place of 5711
beginning and containing 30.000 acres more or less of which 5712
13.430 acres are in the southeast quarter of Section 25 and 5713
16.570 acres are in the northeast quarter of Section 36. 5714

Subject to all legal easements of record. 5715

Bearings oriented to south line of State of Ohio 15.39 5716
acre parcel as recorded in Volume 260, page 413. 5717

For Last Source of Title reference is made to Deed Records 5718
in Volume 327, Page 407, of Lawrence County Ohio Deed Records. 5719

Parcel Nos. 01-038-1700.001 (16.57A) and 01-032-1200.001 5720
(13.43A) 5721

The foregoing legal description may be corrected or 5722
modified by the Department of Administrative Services to a final 5723
form if such corrections or modifications are needed to 5724
facilitate recordation of the deed. 5725

(B) (1) The intention was for this land to be used for a 5726
school and for the state to convey title of this real estate to 5727
the Symmes Valley Local School District. The purpose of this 5728
legislation is to fulfill this intention. 5729

(2) The deed shall contain the following restriction and 5730
covenant in accordance with the previous deed: 5731

The Grantee will locate two access gates for use of 5732
Lillian Darling, her employees, devisees, heirs, and assigns for 5733
access by them to maintain the pasturelands only, on her 5734
remaining real estate. 5735

(C) Consideration for the conveyance of the real estate 5736

described in division (A) of this section shall be \$1.00. 5737

(D) The real estate described in division (A) of this 5738
section shall be sold as an entire tract and not in parcels. 5739

(E) The Grantee shall pay all costs associated with the 5740
purchase, closing and conveyance, including surveys, title 5741
evidence, title insurance, transfer costs and fees, recording 5742
costs and fees, taxes, and any other fees, assessments, and 5743
costs that may be imposed. 5744

The proceeds of the sale shall be deposited into the state 5745
treasury to the credit of the General Revenue Fund. 5746

(F) Upon payment of the purchase price, the Director of 5747
the Department of Administrative Services, with the assistance 5748
of the Attorney General, shall prepare a Governor's Deed to the 5749
real estate described in division (A) of this section. The 5750
Governor's Deed shall state the consideration and shall be 5751
executed by the Governor in the name of the State, countersigned 5752
by the Secretary of State, sealed with the Great Seal of the 5753
State, presented in the Department of Administrative Services 5754
for recording, and delivered to the Grantee. The Grantee shall 5755
present the Governor's Deed for recording in the Office of the 5756
Lawrence County Recorder. 5757

(G) This section shall expire three years after its 5758
effective date. 5759

Section 37. (A) The Governor may execute a Governor's Deed 5760
in the name of the State conveying to Mahoning Valley Community 5761
School ("Grantee"), and its successors and assigns, or to an 5762
alternative Grantee, and to the alternate Grantee's heirs and 5763
assigns or successors and assigns, all of the State's right, 5764
title, and interest in the following described real estate: 5765

Tract 1 5766

Situated in the City of Youngstown, County of Mahoning and State of Ohio and known as part of City Out Lot Number One Thousand One Hundred Seventy-seven (1177) as City Lots and Out Lots are now numbered in said City, said part of City Out Lot Number One Thousand One Hundred Seventy-seven (1177) is bounded and described as follows:

Beginning at a point in the west line of South Avenue, One Hundred Ninety-five (195) feet north of the north line of Emery Street, said point of beginning also the north line of lands now or formerly owned by Clara Gorsky; and running thence north by the west line of said South Avenue, Ninety (90) feet to a point; thence west Two Hundred Fifty (250) feet to a point; thence south One Hundred Forty-five (145) feet to the north line of City Lot Twenty-five Thousand Four (25,004); thence east by the north line of City Lot Twenty-five Thousand Four (25,004) and by the north line of City Lot Twenty-five Thousand Five (25,005), Ninety (90) feet to the west line of said Gorsky lands; thence north by the west line of said Gorsky lands Fifty-five (55) feet to the north line of said Gorsky lands; thence east by the north line of said Gorsky lands, One Hundred Sixty (160) feet to the place of beginning, be the same more or less, but subject to all legal highways and easement of record.

Parcel Numbers: 53-114-201.00-0 & 53-114-202.00-0

Prior Instrument Reference: Deed Volume 845 Page 56

Tract 2

Situated in the City of Youngstown, County of Mahoning and State of Ohio and known as part of City Out Lot Number One Thousand One Hundred Seventy-seven (1177) according to the latest enumeration of lots and outlots in said City, bounded and described as follows:

Beginning at a point in the West line of South Avenue, at 5797
 a point which is Two Hundred Five (205) feet south of the 5798
 intersection of the south line of Knox Street with said South 5799
 Avenue; thence west, along the south line of a Ten (10) foot 5800
 strip of land now or formerly owned by the City of Youngstown, 5801
 Four Hundred and Sixty-one Hundredths (400.61) feet to an angle 5802
 point in said City of Youngstown lands; thence south, along the 5803
 east line of said City of Youngstown lands, Three Hundred 5804
 Thirty-seven and Twenty-eight Hundredths (337.28) feet to a 5805
 point in the southeast corner of said City of Youngstown lands 5806
 and in the northeast corner City Lot Twenty-five Thousand 5807
 (25,000), also being the northwest corner of City Lot Twenty- 5808
 five Thousand One (25,001): thence east along the rear or north 5809
 lines of City Lot Twenty-five Thousand One (25,001), City Lot 5810
 Twenty-five Thousand Two (25,002) and City Lot Twenty-five 5811
 Thousand Three (25,003), One Hundred Fifty (150) feet to a point 5812
 in the northeast corner of City Lot Twenty-five Thousand Three 5813
 (25,003) and the northwest corner of City Lot Twenty-five 5814
 Thousand Four (25,004), said point also being the southwest 5815
 corner of a part of City Out Lot Number One Thousand One Hundred 5816
 Seventy-seven (1177) now or formerly owned by John Owcarz; 5817
 thence north along the west line of Owcarz part of City Out Lot 5818
 Number One Thousand One Hundred Seventy-seven (1177), One 5819
 Hundred Forty-five (145) feet to a point of angle in said Owcarz 5820
 part of City Out Lot Number One Thousand One Hundred Seventy- 5821
 seven (1177); thence along the north line of Owcarz part of City 5822
 Out Lot Number One Thousand One Hundred Seventy-seven (1177), 5823
 Two Hundred Fifty and Twenty-five Hundredths (250.25) feet to a 5824
 point in the west line of aforesaid South Avenue and the 5825
 northeast corner of said Owcarz part of City Out Lot Number One 5826
 Thousand One Hundred Seventy-seven (1177), thence north, along 5827
 the west line of South Avenue, One Hundred Seventy-eight and 5828
 Forty-six Hundredths (178.46) feet to the place of beginning, 5829

and containing within said boundaries approximately Two and One 5830
Hundred Fifty-three Thousandths (2.153) acres of land, be the 5831
same more or less, but subject to all legal highways. 5832

Parcel Number: 53-114-203.00-0 5833

Prior Instrument Reference: Deed Volume 901 Page 620 5834

Tract 3 5835

Situated in the County of Mahoning in the State of Ohio 5836
and in the City of Youngstown, and bounded and described as 5837
follows: 5838

Lot No. 25002, further identified as 430 Emery Avenue; 5839
being 50 feet wide on Emery Avenue and going back an even width 5840
of 140 feet (formerly known as lot No. 31 in Ralph F. Knox Plat, 5841
as recorded in Volume 16 of Plats, Page 2, Mahoning County 5842
Records.) 5843

Parcel Number: 53-114-193.00-0 5844

Prior Instrument Reference: Deed Book 1321 Page 54 5845

The foregoing legal description may be corrected or 5846
modified by the Department of Administrative Services to a final 5847
form if such corrections or modifications are needed to 5848
facilitate recordation of the deed. 5849

(B) (1) The conveyance includes improvements and chattels 5850
situated on the real estate, and is subject to all easements, 5851
covenants, conditions, leases, and restrictions of record: all 5852
legal highways and public rights-of-way; zoning, building, and 5853
other laws, ordinances, restrictions, and regulations; and real 5854
estate taxes and assessments not yet due and payable. The real 5855
estate shall be conveyed in an "as-is, where-is, with all 5856
faults" condition. 5857

(2) The deed or deeds may contain restrictions, 5858
exceptions, reservations, reversionary interests, and other 5859
terms and conditions the Director of Administrative Services 5860
determines to be in the best interest of the State. 5861

(3) Subsequent to the conveyance, any restrictions, 5862
exceptions, reservations, reversionary interests, or other terms 5863
and conditions contained in the deed may be released by the 5864
State or the Department of Job and Family Services without the 5865
necessity of further legislation. 5866

(C) Consideration for the conveyance of the real estate 5867
described in division (A) of this section shall be at a price 5868
acceptable to the Director of the Department of the Department 5869
of Administrative Services and the Director of the Department of 5870
Job and Family Services. 5871

The Director of Administrative Services shall offer the 5872
real estate to Mahoning Valley Community School through a real 5873
estate purchase agreement. Consideration for the conveyance of 5874
the real estate shall be at a price acceptable to the Director 5875
of Administrative Services and the Director of the Department of 5876
Job and Family Services. If Mahoning Valley Community School 5877
does not complete the purchase of the real estate within the 5878
time period provided in the real estate purchase agreement, the 5879
Director of Administrative Services may use any reasonable 5880
method of sale considered acceptable by the Director of the 5881
Department of Job and Family Services to determine an alternate 5882
grantee willing to complete the purchase within three years 5883
after the effective date of this section. The Department of Job 5884
and Family Services shall pay all advertising costs, additional 5885
fees, and other costs incident to the sale of the real estate. 5886

(D) The real estate described in division (A) of this 5887
section shall be sold as an entire tract and not in parcels. 5888

(E) Grantee shall pay all costs associated with the	5889
purchase, closing and conveyance, including surveys, title	5890
evidence, title insurance, transfer costs and fees, recording	5891
costs and fees, taxes, and any other fees, assessments, and	5892
costs that may be imposed.	5893
The net proceeds of the sale shall be deposited into the	5894
state treasury to the credit of the Unemployment Compensation	5895
Special Administrative Fund under section 4141.11 of the Revised	5896
Code.	5897
(F) Upon payment of the purchase price, the Director of	5898
the Administrative Services, with the assistance of the Attorney	5899
General, shall prepare a Governor's Deed to the real estate	5900
described in division (A) of this section. The Governor's Deed	5901
shall state the consideration and shall be executed by the	5902
Governor in the name of the State, countersigned by the	5903
Secretary of State, sealed with the Great Seal of the State,	5904
presented in the Department of Administrative Services for	5905
recording, and delivered to the Grantee. The Grantee shall	5906
present the Governor's Deed for recording in the Office of the	5907
Mahoning County Recorder.	5908
(G) This section expires 3 years after its effective	5909
date."	5910

The motion was _____ agreed to.

<u>SYNOPSIS</u>	5911
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Land conveyance	5912
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Sections 3 through 37	5913
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Provides for 35 land conveyances of state-owned land.

5914

Am. H. B. No. 377

As Passed by the House

_____ moved to amend as follows:

In line 1 of the title, after "To" insert "amend section 145.012 of 5915
the Revised Code and to" 5916

In line 2 of the title, after "to" insert "specify certain election 5917
workers are excluded from PERS membership and to" 5918

After line 22, insert: 5919

"Section 3. That section 145.012 of the Revised Code be 5920
amended to read as follows: 5921

Sec. 145.012. (A) "Public employee," as defined in 5922
division (A) of section 145.01 of the Revised Code, does not 5923
include any person: 5924

(1) Who is employed by a private, temporary-help service 5925
and performs services under the direction of a public employer 5926
or is employed on a contractual basis as an independent 5927
contractor under a personal service contract with a public 5928
employer; 5929

(2) Who is an emergency employee serving on a temporary 5930
basis in case of fire, snow, earthquake, flood, or other similar 5931
emergency; 5932

(3) Who is employed in a program established pursuant to the "Job Training Partnership Act," 96 Stat. 1322 (1982), 29 U.S.C.A. 1501;	5933 5934 5935
(4) Who is an appointed member of either the motor vehicle salvage dealers board or the motor vehicle dealer's board whose rate and method of payment are determined pursuant to division (J) of section 124.15 of the Revised Code;	5936 5937 5938 5939
(5) Who is employed as an election worker and paid less than six hundred dollars per calendar year for that service, <u>except for a calendar year in which more than one primary election and one general election are held, the person is paid six hundred dollars plus an amount not to exceed four hundred dollars for that service;</u>	5940 5941 5942 5943 5944 5945
(6) Who is employed as a firefighter in a position requiring satisfactory completion of a firefighter training course approved under former section 3303.07 or section 4765.55 of the Revised Code or conducted under section 3737.33 of the Revised Code except for the following:	5946 5947 5948 5949 5950
(a) Any firefighter who has elected under section 145.013 of the Revised Code to remain a contributing member of the public employees retirement system;	5951 5952 5953
(b) Any firefighter who was eligible to transfer from the public employees retirement system to the Ohio police and fire pension fund under section 742.51 or 742.515 of the Revised Code and did not elect to transfer;	5954 5955 5956 5957
(c) Any firefighter who has elected under section 742.516 of the Revised Code to transfer from the Ohio police and fire pension fund to the public employees retirement system.	5958 5959 5960
(7) Who is a member of the board of health of a city or general health district, which pursuant to sections 3709.051 and	5961 5962

3709.07 of the Revised Code includes a combined health district,	5963
and whose compensation for attendance at meetings of the board	5964
is set forth in division (B) of section 3709.02 or division (B)	5965
of section 3709.05 of the Revised Code, as appropriate;	5966
(8) Who participates in an alternative retirement plan	5967
established under Chapter 3305. of the Revised Code;	5968
(9) Who is a member of the board of directors of a	5969
sanitary district established under Chapter 6115. of the Revised	5970
Code;	5971
(10) Who is a member of the unemployment compensation	5972
advisory council;	5973
(11) Who is an employee, officer, or governor-appointed	5974
member of the board of directors of the nonprofit corporation	5975
formed under section 187.01 of the Revised Code;	5976
(12) Who is employed by the nonprofit entity established	5977
to provide advocacy services and a client assistance program for	5978
people with disabilities under Section 319.20 of Am. Sub. H.B.	5979
153 of the 129th general assembly and whose employment begins on	5980
or after October 1, 2012.	5981
(B) No inmate of a correctional institution operated by	5982
the department of rehabilitation and correction, no patient in a	5983
hospital for the mentally ill or criminally insane operated by	5984
the department of mental health and addiction services, no	5985
resident in an institution for persons with intellectual	5986
disabilities operated by the department of developmental	5987
disabilities, no resident admitted as a patient of a veterans'	5988
home operated under Chapter 5907. of the Revised Code, and no	5989
resident of a county home shall be considered as a public	5990
employee for the purpose of establishing membership or	5991
calculating service credit or benefits under this chapter.	5992

Nothing in this division shall be construed to affect any 5993
service credit attained by any person who was a public employee 5994
before becoming an inmate, patient, or resident at any 5995
institution listed in this division, or the payment of any 5996
benefit for which such a person or such a person's beneficiaries 5997
otherwise would be eligible. 5998

Section 4. That existing section 145.012 of the Revised 5999
Code is hereby repealed." 6000

The motion was _____ agreed to.

SYNOPSIS 6001

Election workers excluded from PERS membership 6002

R.C. 145.012 6003

Adds that a person employed as an election worker in a 6004
calendar year where more than one primary election and one 6005
general election are held is not a PERS member if the person is 6006
paid \$600 plus an amount not to exceed \$400 for that service 6007
(under continuing law, an election worker paid less than \$600 in 6008
a calendar year for that service is excluded from PERS 6009
membership). 6010

Am. H. B. No. 377

As Passed by the House

_____ moved to amend as follows:

In line 2 of the title, after "Assembly" insert "and Section 5 of
H.B. 175 of the 134th General Assembly"

After line 22, insert:

"Section 3. That Section 5 of H.B. 175 of the 134th
General Assembly be amended to read as follows:

Sec. 5. All items in ~~this act~~ H.B. 175 of the 134th
General Assembly are hereby appropriated as designated out of
any moneys in the state treasury to the credit of the designated
fund. For all operating appropriations made in ~~this act~~ H.B. 175
of the 134th General Assembly, those in the first column are for
fiscal year 2022 and those in the second column are for fiscal
year 2023. The operating appropriations made in ~~this act~~ H.B.
175 of the 134th General Assembly are in addition to any other
operating appropriations made for the FY 2022-FY 2023 biennium.

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A	DNR DEPARTMENT OF NATURAL RESOURCES		
B	General Revenue Fund		
C	GRF 725520 Special Projects	\$500,000	\$0
		<u>\$1,250,000</u>	
D	TOTAL GRF General Revenue Fund	\$500,000	\$0
		<u>\$1,250,000</u>	
E	TOTAL ALL BUDGET FUND GROUPS	\$500,000	\$0
		<u>\$1,250,000</u>	

SPECIAL PROJECTS 6026

Of the foregoing appropriation item 725520, Special 6027
 Projects, ~~\$250,000-\$1,000,000~~ shall be used by the Director of 6028
 Natural Resources for weed harvesting operations at Indian Lake. 6029

Of the foregoing appropriation item 725520, Special 6030
 Projects, the Director of Natural Resources shall use up to 6031
 \$250,000 to enter into a memorandum of understanding with the 6032
 Indian Lake Watershed Project to support the Indian Lake 6033
 Watershed Project's weed harvesting operations. 6034

An amount equal to the unexpended, unencumbered portion 6035
 remaining in appropriation item 725520, Special Projects, at the 6036
 end of fiscal year 2022 is hereby reappropriated for the same 6037
 purposes in fiscal year 2023. 6038

Section 4. That existing Section 5 of H.B. 175 of the 6039
 134th General Assembly is hereby repealed." 6040

The motion was _____ agreed to.

SYNOPSIS

6041

Department of Natural Resources

6042

Section 3

6043

Amends Section 5 of H.B. 175 of the 134th General Assembly
to increase FY 2022 appropriations under GRF line item 725520,
Special Projects, by \$750,000 to a total of \$1,250,000.

6044

6045

6046

Increases the amount the Department of Natural Resources
is required to use under this line item for weed harvesting
operations at Indian Lake by \$750,000 to a total of \$1,000,000.

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6048

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