As Reported by the Senate Government Oversight and Reform Committee

131st General Assembly

Regular Session 2015-2016

Sub. S. B. No. 364

Senator Peterson

Cosponsor: Senator Coley

A BILL

То	authorize	the conveyance of, and the granting of	-
	perpetual	easements to, state-owned real	2
	property.		(

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

Section 1. (A) The Governor may execute a deed in the name	4
of the state conveying to the Board of County Commissioners of	5
Clark County, Ohio, and to its successors and assigns, all of	6
the state's right, title, and interest in the following	7
described real estate:	8
Description of 2.82 Acres	9
Situated in the State of Ohio, County of Clark, Township	10
of Springfield, and described as follows:	11
Being part of the northwest quarter of Section 3, Township	12
5, Range 9, and part of the northeast quarter of Section 9,	13
Township 5, Range 9, between the Miami Rivers Survey.	14
Beginning at a point in the centerline of the Laybourne	15
Road, North 85° 27' West, 370.0 feet from the intersection of	16
said centerline with the centerline of State Route 70	17

Sub. S. B. No. 364

Page 6

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- (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 Bowling Green State University without the necessity of further legislation.
- (C) Consideration for the conveyance of the real estate 163 described in division (A) of this section is \$730,957.50 or \$7,650.00 per acre.

The Director of Administrative Services shall offer the real estate to Mucci Farms, Ltd. through a real estate purchase agreement. If Mucci Farms, Ltd. 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 Bowling Green State University to determine an alternate grantee willing to complete the purchase not later than three years after the effective date of this section. In that case, consideration for the conveyance of the real estate shall be at a price acceptable to the Director of Administrative Services and Bowling Green State University. Bowling Green State University shall pay all advertising costs, additional fees, and other costs incident to the sale of the real estate to an alternate grantee or grantees.

- (D) The real estate described in division (A) of this section may be sold as an entire tract or in separate or multiple parcels.
- (E) All costs associated with the purchase, the closing, and the conveyance of the subject real property shall be paid by

the north 39.00 feet of the west 48.00 feet of the south 114.00

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The foregoing legal description may be corrected or	302
modified by the Department of Administrative Services as	303
necessary in order to facilitate the recording of the deed.	304
(B) (1) The conveyance includes improvements and chattels	305
situated on the real estate, and is subject to all easements,	306
covenants, conditions, and restrictions of record; all legal	307
highways and public rights-of-way; zoning, building, and other	308
laws, ordinances, restrictions, and regulations; and real estate	309
taxes and assessments not yet due and payable. The real estate	310
shall be conveyed in an "as-is, where-is, with all faults"	311
condition.	312
(2) The deed for the conveyance of the real estate may	313
contain restrictions, exceptions, reservations, reversionary	314
interests, or other terms and conditions the Director of	315
Administrative Services determines to be in the best interest of	316
the state.	317
(3) Subsequent to the conveyance, any restrictions,	318
exceptions, reservations, reversionary interests, or other terms	319
and conditions contained in the deed may be released by the	320
state or Bowling Green State University without the necessity of	321
further legislation.	322
(C) Consideration for the conveyance of the real estate	323
described in division (A) of this section is \$180,000.	324
The Director of Administrative Services shall offer the	325
real estate to Wooster Street Apartments, LLC through a real	326
estate purchase agreement. If Wooster Street Apartments, LLC	327
does not complete the purchase of the real estate within the	328
time period provided in the real estate purchase agreement, the	329
Director of Administrative Services may use any reasonable	330

method of sale considered acceptable by Bowling Green State
University to determine an alternate grantee or grantees willing
to complete the purchase not later than three years after the
effective date of this section. In that case, consideration for
the conveyance of the real estate shall be at a price acceptable
to the Director of Administrative Services and Bowling Green
State University. Bowling Green State University shall pay all
advertising costs, additional fees, and other costs incident to
the sale of the real estate to an alternate grantee or grantees.

- (D) The real estate described in division (A) of this section shall be sold as an entire tract and not in parcels.
- (E) Grantee shall pay all costs associated with the purchase, closing, and conveyance of the real estate, including surveys, title evidence, title insurance, transfer costs and fees, recording costs and fees, taxes, and any other fees, assessments, and costs that may be imposed.

The net proceeds of the sale shall be paid to Bowling

Green State University and deposited in the appropriate

university account, and shall be used by Bowling Green State

University for debt retirement only.

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

Sub. S. B. No. 364 As Reported by the Senate Government Oversight and Reform Committee	Page 19
back to the POINT OF BEGINNING.	499
Said described tract containing 0.021 acre (917 square	500
feet), more or less.	501
Part of Auditors Parcel No. 65-55257.	502
Prior Deed Reference; 20040304-00160055.	503
This description was prepared by Dennis Pritscher, P.S.	504
#7190, of the Lucas County Engineers Office, in December 2012,	505
based plans prepared in this office.	506
The basis of bearings is grid North, state plane	507
coordinate system, Ohio, north zone (3401), NAD83(2007).	508
All "set bars" are $5/8$ " diameter x 30" long rebar with a	509
2" diameter aluminum cap, stamped "Lucas County Engineer	510
Office".	511
EXCEPTION #2	512
PARCEL 2-CH	513
LUCAS COUNTY ~ KING RD (RELOCATION) AT DORR ST	514
Part of Lot 1 in Thayer's Addition to Garden Land as	515
recorded in Vol. 5, Pg. 31 of Plats and also located in	516
fractional Section 32, Town 9 South, Range 6 East, Springfield	517
Township, Lucas County, Ohio. Being bounded and described as	518
follows:	519
Commencing at the Southeast corner of Lot 1 of said	520
Thayer's Addition to Garden Land, also being the Southeast	521
corner of fractional Section 32, Town 9 South, Range 6 East,	522
being $\frac{1}{2}$ inch bar in a found monument box at the intersection of	523
Dorr Street with King Road (to the north), and being station	524
102+43.51, 0.58' Rt. On the Dorr Street baseline and station	525

As Reported by the Senate Government Oversight and Reform Committee

Page 20

Sub. S. B. No. 364 As Reported by the Senate Government Oversight and Reform Committee	Page 21
a set bar 59.19 feet left of station 41+81.27;	555
Thence South 04° 40' 12" West, a distance of 11.00 feet	556
back to the POINT OF BEGINNING.	557
Said described tract containing 0.012 acre (540 square	558
feet), more or less.	559
Part of Auditors Parcel No. 65-55257.	560
Prior Deed Reference; 20040304-00160055.	561
This description was prepared by Dennis Pritscher, P.S.	562
#7190, of the Lucas County Engineers Office, in December 2012,	563
based plans prepared in this office.	564
The basis of bearings is grid North, state plane	565
coordinate system, Ohio, north zone (3401), NAD83(2007).	566
All "set bars" are 5/8" diameter x 30" long rebar with a	567
2" diameter aluminum cap, stamped "Lucas County Engineer	568
Office".	569
Parent Parcel (17.129 Ac) less exceptions (0.021 Ac &	570
0.012 Ac) = 17.096 Acres	571
Auditors Parcel No. 65-55257.	572
Prior Deed Reference; 20130114-0002069.	573
The foregoing legal description may be corrected or	574
modified by the Department of Administrative Services as	575
necessary in order to facilitate the recording of the deed.	576
(B) The real estate described in division (A) of this	577
section shall be conveyed to Oak Openings Region Conservancy,	578
Inc. at a consideration of \$1 in accordance with, and subject	579
to, the terms of the July 23, 2012, Consent Order entered in the	580
case of State of Ohio, ex rel. Michael DeWine, Attorney General	581

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of Ohio v. Kings Crossing North LLC, et al., Case No. G-4801-CI-	582
200904585-000 (Ct. of Common Pleas, Lucas County, Ohio).	583
Additionally, such real estate shall be conveyed subject to all	584
easements, covenants, conditions, and restrictions of record;	585
all legal highways; zoning, building, and other laws,	586
ordinances, restrictions and regulations; and real estate taxes	587
and assessments not yet due and payable.	588

- (C) The deed to the real estate shall contain any restrictions, covenants, terms and conditions required by the Consent Order noted in division (B) of this section and as may be determined by the Director of Administrative Services and the Director of Environmental Protection to be in the best interest of the state, including holding grantee responsible for all ongoing maintenance of the real estate described in division (A) of this section as well as the cost and labor of upkeep of the fence as required in the Consent Order noted in division (B) of this section.
- (D) Before the execution of the deed described in division 599

 (E) of this section, possession of the real estate described in 600 division (A) of this section shall remain with the Department of 601 Administrative Services on behalf of the Environmental 602 Protection Agency.
- (E) The Auditor of State, with the assistance of the 604 Attorney General, shall prepare a deed to the real estate. The 605 deed shall state the consideration and shall be executed by the 606 Governor in the name of the state, countersigned by the 607 Secretary of State, sealed with the Great Seal of the State, 608 presented in the Office of the Auditor of State for recording, 609 and delivered to the grantee. The grantee shall present the deed 610 for recording in the Office of the Lucas County Recorder. 611

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(F) The grantee shall pay all closing costs including the	612
costs of the conveyance of the real estate described in division	613
(A) of this section, and the recording costs of the deed.	614
(G) This section expires three years after its effective	615
date.	616
Section 5. (A) The Governor may execute a deed in the name	617
of the state conveying to the Gallia County Board of	618
Commissioners or another grantee to be determined ("Grantee"),	619
and its heirs, and to its successors and assigns, all of the	620
state's right, title, and interest in the following described	621
real estate:	622
Begin at an angle point in the right-of-way of Ohio Ave,	623
said point being 27.23 feet distant from and on an extension of	624
the northeast line of Lot 1 of Colonial Subdivision Number 2	625
(P.B. 3, Pg. 24), and being 0.50 feet from the edge of pavement	626
as referenced in Deed Volume 384, Page 477, thence,	627
northwesterly, along the northeast line of said Colonial	628
Subdivision Number 2, 480 feet+/- to an angle point in a 30 feet	629
wide street, thence, northerly, along said 30 feet wide street,	630
80 +/- feet to a point about 1 foot north of a line of large	631
trees, thence, northeasterly, running about 1 foot north of a	632
line of large trees, 595 feet $+/-$, to a point where a line 0.50	633
feet distant from, and parallel to the east edge of sidewalk	634
line of West Avenue intersects, thence, southeasterly along a	635
line 0.50 feet distant from, and parallel to the east edge of	636
sidewalk line of West Avenue, 330 feet +/- to a point of	637
curvature in said parallel line, thence with a curve to the	638
left, along a line 0.50 feet distant from, and parallel to the	639

east edge of pavement line of West Avenue to a point 0.50 feet

west of the edge of the pavement on the west side of Buckeye

Avenue thence, southerly on a line 0.50 feet distant from and	642
parallel to the west edge of pavement of Buckeye Avenue to a	643
point on the north side of Ohio Avenue as referenced in Deed	644
Volume 384, Page 477, thence along the north side of Ohio Avenue	645
to the beginning and containing approximately 7.7 acres. All	646
references are to records found in the offices of the Gallia	647
County Recorder.	648
The foregoing legal description may be corrected or	649
modified by the Department of Administrative Services as	650
necessary in order to facilitate the recording of the deed.	651
(B)(1) The conveyance includes improvements and chattels	652
situated on the real estate, and is subject to all easements,	653
covenants, conditions, and restrictions of record: all legal	654
highways and public rights-of-way; zoning, building, and other	655
laws, ordinances, restrictions, and regulations; and real estate	656
taxes and assessments not yet due and payable. The real estate	657
shall be conveyed in an "as-is, where-is, with all faults"	658
condition.	659
(2) The deed may contain restrictions, exceptions,	660
reservations, reversionary interests, or other terms and	661
conditions the Director of Administrative Services determines to	662
be in the best interest of the state.	663
(3) Subsequent to the conveyance, any restrictions,	664
exceptions, reservations, reversionary interests, or other terms	665
and conditions contained in the deed may be released by the	666
state or the Department of Developmental Disabilities without	667
the necessity of further legislation.	668
(C) Consideration for the conveyance of the real estate	669

described in division (A) of this section is \$1.

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The Director of Administrative Services shall offer the	671
real estate to the Gallia County Board of Commissioners, or	672
other grantee, through a real estate purchase agreement. If the	673
Board of County Commissioners of Gallia County, Ohio, or other	674
grantee, does not complete the purchase of the real estate	675
within the time period provided in the real estate purchase	676
agreement, the Director of Administrative Services may use any	677
reasonable method of sale considered acceptable by the	678
Department of Developmental Disabilities to determine an	679
alternate grantee or grantees willing to complete the purchase	680
not later than three years after the effective date of this	681
section. In that case, consideration for the conveyance of the	682
real estate shall be at a price acceptable to the Director of	683
Administrative Services and the Director of Developmental	684
Disabilities. The Department of Developmental Disabilities shall	685
pay all advertising costs, additional fees, and other costs	686
incident to the sale of the real estate to an alternate grantee	687
or grantees.	688

- (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 in this section, grantee 691 shall pay all costs associated with the purchase, closing, and 692 conveyance of the real estate, including surveys, title 693 evidence, title insurance, transfer costs and fees, recording 694 costs and fees, taxes, and any other fees, assessments, and 695 costs that may be imposed.

The net proceeds of the sale shall be deposited into the state treasury to the credit of the Mental Health Facilities

Improvement Fund (Fund 7033) or another fund designated by the Director of Budget and Management.

- (F) (1) Upon payment of the purchase price, the Auditor of 701 State, with the assistance of the Attorney General, shall 702 prepare a deed to the real estate described in division (A) of 703 this section. The deed shall state the consideration and shall 704 be executed by the Governor in the name of the state, 705 countersigned by the Secretary of State, sealed with the Great 706 707 Seal of the State, presented in the Office of the Auditor of State for recording, and delivered to the grantee. The grantee 708 shall present the deed for recording in the Office of the Gallia 709 County Recorder. 710
- (2) The intent of this conveyance is for the grantee to 711 use the real estate for mental health and addiction treatment; 712 therefore, the deed shall contain a restriction stating that if 713 the real estate described in division (A) of this section is no 714 longer being used for mental health and addiction purposes, the 715 real estate described in division (A) of this section shall 716 revert back to the State of Ohio at the sole discretion of the 717 Director of Administrative Services and the Department of 718 Developmental Disabilities, at the purchase price of the real 719 estate described in division (A) of this section. 720
- (G) This section expires three years after its effective 721 date. 722
- Section 6. (A) The Governor may execute a deed in the name 723 of the state conveying to a purchaser or purchasers, and to 724 their heirs, successors, and assigns, all of the state's right, 725 title, and interest in the following described real estate: 726

Situated in the State of Ohio, County of Mahoning and 727
Township of Austintown and being Lot Number 6 (six) in 728
Countryside Development Plat No. 1, a part of the original 729
Austintown Township, Tract 10, as shown and delineated upon the 730

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Rehabilitation and Correction. The Director of Administrative	760
Services shall advertise the sealed bid auction by publication	761
in a newspaper of general circulation in Mahoning County once a	762
week for three consecutive weeks before the date on which the	763
sealed bids are to be opened. The Director of Administrative	764
Services shall notify the successful bidder in writing. The	765
Director of Administrative Services may reject any or all bids.	766

The purchaser shall pay ten percent of the purchase price 767 to the Director of Administrative Services not later than five 768 business days after receiving notice that the bid has been 769 770 accepted, and pay the balance of the purchase price to the Director not later than sixty days after receiving notice that 771 the bid has been accepted. The Director and purchaser shall 772 enter into a real estate purchase agreement, in the form 773 prescribed by the Department of Administrative Services. Payment 774 may be made in cash or certified bank check made payable to the 775 Treasurer of State. A purchaser who does not complete the 776 conditions of the sale as prescribed in this division shall 777 forfeit as liquidated damages the ten percent of the purchase 778 price paid to the state. If a purchaser fails to complete the 779 purchase of the real estate, the Director of Administrative 780 Services may accept the next highest bid, subject to the 781 foregoing conditions. If the Director of Administrative Services 782 rejects all bids, the Director may repeat the sealed bid 783 auction, or may use an alternative sale process that is 784 acceptable to the Department of Rehabilitation and Correction. 785

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

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

(E) Purchaser shall pay all costs associated with the	790
purchase, closing, and conveyance of the real estate, including	791
surveys, title evidence, title insurance, transfer costs and	792
fees, recording costs and fees, taxes, and any other fees,	793
assessments, and costs that may be imposed but excluding the	794
costs set forth in division (C) of this section.	795

The net proceeds of the sale shall be deposited into the state treasury to the credit of the Adult and Juvenile Correctional Facilities Bond Retirement Fund created under section 5120.092 of the Revised Code and shall be used for debt retirement only.

- (F) Upon payment of the purchase price, the Auditor of
 State, with the assistance of the Attorney General, shall
 prepare a deed conveying the real estate described in division
 (A) of this section to the purchaser. The deed shall state the
 consideration and shall be executed by the Governor in the name
 of the state, countersigned by the Secretary of State, sealed
 with the Great Seal of the State, presented in the Office of the
 Auditor of State for recording, and delivered to the purchaser.
 The purchaser shall present the deed for recording in the Office
 of the Mahoning County Recorder.
- (G) This section expires three years after its effective date.
- Section 7. (A) The Governor may execute a deed in the name

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 of the state conveying to Ohio Power Company or its affiliates

 ("Grantee"), and to its successors and assigns, all of the

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 state's right, title, and interest in the following described

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 real estate:

Situated in the State of Ohio, County of Ross, Township of

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necessity of further legislation.

- (C) The Director of Administrative Services shall offer 878 the real estate to Ohio Power Company through a real estate 879 purchase agreement, in the form prescribed by the Department of 880 Administrative Services. Consideration for the conveyance of the 881 real estate shall be at a price acceptable to the Director of 882 Administrative Services and the Director of Rehabilitation and 883 Correction. If Ohio Power Company does not complete the purchase 884 of the real estate within the time period provided in the real 885 886 estate purchase agreement, the Director of Administrative Services may use any reasonable method of sale considered 887 acceptable by the Department of Rehabilitation and Correction to 888 determine an alternate grantee willing to complete the purchase 889 not later than three years after the effective date of this 890 section. 891
- (D) The real estate shall be sold as an entire tract and not in parcels.
- (E) The grantee shall pay all costs associated with the 894 purchase, closing, and conveyance of the real estate, including 895 surveys, appraisals, title evidence, title insurance, transfer 896 costs and fees, recording costs and fees, taxes, and any other 897 fees, assessments, and costs that may be imposed. 898

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

(F) Upon payment of the purchase price, the Auditor of 904
State, with the assistance of the Attorney General, shall 905

Section 9. (A) The Governor may execute a deed in the name

of the state conveying to the selected Grantee or Grantees,

their heirs, successors, and assigns to be determined in the

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beginning is the northwest corner of the intersection of College	965
Street and Pleasant Lane; thence extending from said place of	966
beginning North 33 feet with the east line of said Lot 541, to	967
the northeast corner of the premises hereby conveyed; thence	968
extending west 54 $\frac{1}{2}$ feet, with a line parallel to and 33 feet	969
distant north from the south line of said Lot No. 541, to the	970
northwest corner of the premises hereby conveyed; thence	971
extending south 33 feet, with a line parallel to and 54 $\frac{1}{2}$ feet	972
distant west from the east line of said Lot No. 541, to a point	973
in the south line of said Lot No. 541; thence extending east 54	974
$lap{1}{2}$ feet, with the south line of said Lot No. 541, to said place	975
of beginning. Said premises are otherwise described as follows:	976
Bounded on the east by the west line of College Street; bounded	977
on the south by the north line of Pleasant Lane; bounded on the	978
West by a line parallel to and 54 $\frac{1}{2}$ feet distant west from the	979
west line of said College Street; and bounded on the north by a	980
line parallel to and 33 feet distant north from the north line	981
of Pleasant Lane. For purposes of describing said premises, said	982
College Street is considered to extend north and south, and said	983
Pleasant Lane is considered to extend east and west. Plat Book	984
1, Page 12.	985
AND BEING the same property conveyed to Kent State	986
University from the American National Red Cross by Warranty Deed	987
dated April 28, 2009 and recorded May 14, 2009 in Book 1681,	988
Page 470. (TRACTS 1 and 2)	989
Tax Parcel No. 37-05974.000	990
TRACT NO. 3:	991

Known as and being that part of Lot Number Five Hundred

Forty-two (542) as said Lot is numbered and distinguished on the

recorded plat of Josiah Thompson's First Addition, Plat Book 1,

Page 12, which is bounded and described as follows:	995
Commencing at a point on the north side of Robinson	996
Street, now known as East Fourth Street, thirty-six (36) feet	997
eastward of the south west corner of said Lot, and running	998
thence northward, in line parallel with Grove Alley, one hundred	999
nine (109) feet to Pleasant Lane; thence with the south side of	1000
Pleasant Lane eastward thirty-seven (37) feet; thence in line	1001
parallel with College Street, southward one hundred nine (109)	1002
feet to the north side of Robinson Street, now known as East	1003
Fourth Street; thence with the north side of Robinson Street,	1004
now known as East Fourth Street, westward thirty-seven (37) feet	1005
to the place of beginning.	1006
Subject to all legal highways and easements of record.	1007
AND BEING the same property conveyed to Kent State	1008
University Board of Trustees from Kathleen P. Treasure, htta	1009
Kathleen P. Altdoerffer, married, by Warranty Deed dated April	1010
26, 2008 and recorded May 9, 2008 in Book 1626, Page 450.	1011
Tax Parcel No. 37-05208.000	1012
The foregoing legal description may be corrected or	1013
modified by the Department of Administrative Services as	1014
necessary in order to facilitate the recording of the deed.	1015
(B)(1) The conveyance shall include the improvements and	1016
chattels situated on the real estate, and is subject to all	1017
easements, covenants, conditions, and restrictions of record;	1018
all legal highways and public rights-of-way; zoning, building,	1019
and other laws, ordinances, restrictions, and regulations; and	1020
real estate taxes and assessments not yet due and payable. The	1021
real estate shall be conveyed in an "as-is, where-is, with all	1022
faults" condition.	1023

(2) The deed may contain restrictions, exceptions,	1024
reservations, reversionary interests, and other terms and	1025
conditions the Director of Administrative Services determines to	1026
be in the best interest of the state.	1027

(3) Subsequent to the conveyance, any restrictions, 1028 exceptions, reservations, reversionary interests, or other terms 1029 and conditions contained in the deed may be released by the 1030 state or Kent State University without the necessity of further 1031 legislation.

The deed or deeds may contain restrictions prohibiting the 1033 grantee or grantees from occupying, using, developing, or 1034 selling the real estate if the occupation, use, development, or 1035 sale will interfere with the quiet enjoyment of neighboring 1036 state-owned land.

(C) The Director of Administrative Services shall conduct 1038 a sale of the real estate by sealed bid auction or public 1039 auction, and the real estate shall be sold to the highest bidder 1040 at a price acceptable to the Director of Administrative Services 1041 and Kent State University. The Director of Administrative 1042 Services shall advertise the sealed bid auction or public 1043 auction by publication in a newspaper of general circulation in 1044 Columbiana County, once a week for three consecutive weeks 1045 before the date on which the sealed bids are to be opened or the 1046 public auction held. The Director of Administrative Services 1047 shall notify the successful bidder in writing. The Director of 1048 Administrative Services may reject any or all bids. 1049

The purchaser shall pay ten percent of the purchase price 1050 to the Director of Administrative Services not later than five 1051 business days after receiving the notice the bid has been 1052 accepted and shall enter into a real estate purchase agreement, 1053

in the form prescribed by the Department of Administrative	1054
Services. Payment shall be made by certified check made payable	1055
to the Treasurer of State. The purchaser shall submit the	1056
balance of the purchase price to the Director of Administrative	1057
Services at closing. A purchaser who does not complete the	1058
conditions of the sale as prescribed in this division shall	1059
forfeit as liquidated damages the ten percent of the purchase	1060
price paid to the state. If a purchaser fails to complete the	1061
purchase, the Director of Administrative Services may accept the	1062
next highest bid, subject to the foregoing conditions. If the	1063
Director of Administrative Services rejects all bids, the	1064
Director may repeat the sealed bid auction or public auction, or	1065
may use an alternative sale process that is acceptable to Kent	1066
State University. Any subsequent costs attributed to the	1067
marketing of a secondary sale shall be the responsibility of	1068
Kent State University.	1069

- (D) The real estate described in division (A) of this section shall be sold as an entire tract and not in parcels.
- (E) Purchaser shall pay all costs associated with the 1072 purchase, closing, and conveyance, including surveys, title 1073 evidence, title insurance, transfer costs and fees, recording 1074 costs and fees, taxes, and any other fees, assessments, and 1075 costs that may be imposed.
- (F) The net proceeds of the sale of the real estate shall 1077 be paid to Kent State University and deposited in the 1078 appropriate university accounts, and shall be used by Kent State 1079 University for debt retirement only. 1080
- (G) Upon payment of the purchase price, the Auditor of 1081
 State, with the assistance of the Attorney General, shall 1082
 prepare a deed conveying the real estate described in division 1083

(A) of this section to the purchaser. The deed shall state the	1084
consideration and shall be executed by the Governor in the name	1085
of the state, countersigned by the Secretary of State, sealed	1086
with the Great Seal of the State, presented in the Office of the	1087
Auditor of State for recording, and delivered to the Grantee.	1088
The purchaser shall present the deed for recording in the Office	1089
of the Columbiana County Recorder.	1090
(H) This section expires three years after its effective	1091
date.	1092
date.	1002
Section 10. (A) The Governor may execute a deed in the	1093
name of the state conveying to the Board of Education of East	1094
Clinton Local School District ("Grantee"), its successors and	1095
assigns, all of the state's right, title, and interest in the	1096
following described real estate:	1097
Situated in the State of Ohio, County of Clinton, Village	1098
of New Vienna, Green Township and VMS#1078, and being a 15.00	1099
acres tract of land out of an original 100.72 acres tract (with	1100
exceptions) as conveyed to Leone H. Wolfe in Deed Book 252, Page	1101
540 (Parcel 2) at the Clinton County Recorder's Office, Clinton	1102
County, Ohio, said 15.000 acres being more particularly	1103
described as follows:	1104
Beginning at a PK nail found in the centerline of State	1105
Route 28, and in the southern boundary of said 100.72 tract;	1106
Route 20, and in the Southern Doundary of Said 100.72 tract,	1100
Thence, along said centerline of State Route 28 S 81 deg	1107
42' 35" W, a distance of 70.42 feet to a railroad spike set in	1108
said centerline of State Route 28;	1109
Thence, crossing said State Route 28, and crossing said	1110
100.72 acres tract N 08 deg 25' 32" W a distance of 172.73 feet	1111
to an iron pin set;	1112

Thence, crossing said 100.72 acres tract, S 81 deg 34' 28"	1113
W a distance of 305.70 feet to an iron pin set in the eastern	1114
boundary of Lot 6M of Wilbur Huffman Subdivision of record with	1115
said Recorder's Office as an extension of the Village of New	1116
Vienna;	1117
Thence, along the western boundary of said 100.72 acres	1118
tract and the eastern boundary of said Wilbur Huffman	1119
Subdivision, N 43 deg 30' 03" W, a distance of 346.10 feet to an	1120
iron pin set at the northeastern corner of Lot 1M of said Wilbur	1121
Huffman Subdivision, at a northwestern corner of said 100.72	1122
acres tract, and in the southern boundary of a 0.36 acres tract	1123
as conveyed to Thomas J. Hicks of record in Deed Book 82, Page	1124
96 at said Recorder's Office;	1125
Thence, along a northern boundary of said 100.72 acres	1126
tract and the southern boundaries of the following tracts:	1127
0.46 acres to L. & D. Barley in Deed Book 117, Page 201;	1128
0.61 acres to Charles & Maxine M. Clark in Deed Book 273,	1129
Page 264,	1130
0.64 acres to Robert & Ann M. Norman in Deed Book 95, Page	1131
521,	1132
0.40 campa to Milmo I. Changham in Dood Dook 175. Dago 00	1122
0.48 acres to Wilma J. Crossham in Deed Book 175, Page 99,	1133
0.34 acres to Kristopher R. Cochran in deed Book 120, Page	1134
789,	1135
N 45 deg 30' 00" E a distance of 516.12 feet to an iron	1136
pin set at the southeastern corner of said 0.34 acres tract;	1137
Thence, along the eastern boundary of said 0.34 acres	1138
tract and a western boundary of said 100.72 acres tract, N 45	1139
deg 01' 35" \mathbb{W} a distance of 22.44 feet to an iron pin set in the	1140

eastern boundary of said 0.34 acres tract, in a western boundary	1141
of said 100.72 acres tract, and at the southwestern corner of a	1142
0.500 acres tract as conveyed to Virginia Hilderbrant as	1143
recorded in Deed Book 230, Page 131 at said Recorder's Office;	1144
Thence along a northern boundary of said 100.72 acres	1145
tract and the southern boundaries of said 0.500 acres	1146
Hilderbrant tract and a 0.439 acres tract as conveyed to G. L.	1147
P. and Brewer J. Brewer of record in Deed Book 286, Page 876 at	1148
said Recorder's Office, N 46 deg 22' 32" E (passing an iron pin	1149
found at the southwestern corner of said 0.439 acres tract at a	1150
distance of 223.44 feet) a total distance of 319.44 feet to an	1151
iron pin set; at the southeastern corner of said 0.439 acres	1152
tract and in the northern boundary of said 100.72 acres tract;	1153
Thence crossing said 100.72 acres tract the following two	1154
courses:	1155
1) S 44 deg 02' 41" E a distance of 400.00 feet to an iron	1156
pin set;	1157
2) S 35 deg 54' 34" E a distance of 740.37 feet to a	1158
railroad spike set in the southern boundary of said 100.72 acres	1159
tract and in the centerline of said State Route 28;	1160
Thence along the centerline of said State Route 28 and the	1161
southern boundary of said 100.72 acres tract S 83 deg 16' 45" \mbox{W}	1162
a distance of 664.73 feet to the point of beginning containing	1163
15.000 acres more or less, and being subject to all easements,	1164
restrictions and right-of-ways (if any) or previous record.	1165
This description was prepared by Civil Engineering	1166
Associates, Inc., Columbus, Ohio from an actual field survey of	1167
the premises in September of 1995. The basis of bearings is N 45	1168
deg 30' 00" E for a northern boundary of said 100.72 acres tract	1169

as conveyed in Deed Book 252, Page 540.	1170
The foregoing legal description may be corrected or	1171
modified by the Department of Administrative Services as	1172
necessary in order to facilitate the recording of the deed.	1173
(B) The real estate was originally conveyed to the state	1174
as collateral for school construction facility bonds. Once the	1175
construction project was completed, the intention was for the	1176
state to convey title of this real estate to the East Clinton	1177
Local School District. The purpose of this legislation is to	1178
fulfill this intention.	1179
(C) The real estate described in division (A) of this	1180
section shall be conveyed as an entire tract and not in parcels.	1181
(D) Consideration for the conveyance of the real estate	1182
described in division (A) of this section is \$1.	1183
(E) The grantee shall pay all costs associated with the	1184
purchase and conveyance of the real estate including recording	1185
costs and fees.	1186
(F) The net proceeds of the conveyance shall be deposited	1187
into the state treasury to the credit of the General Revenue	1188
Fund.	1189
(G) Upon payment of the purchase price, the Auditor of	1190
State, with the assistance of the Attorney General, shall	1191
prepare a deed to the real estate. The deed shall state the	1192
consideration and the terms and conditions of the conveyance.	1193
The deed shall be executed by the Governor in the name of the	1194
state, countersigned by the Secretary of State, sealed with the	1195
Great Seal of the State, presented in the Office of the Auditor	1196
of State for recording, and delivered to the grantee. The	1197
grantee shall present the deed for recording in the Office of	1198

Acre Tract, a distance of 299.98 feet to a point;	1257
Thence, South 04°04'07" West and along the Easterly line	1258
of said 31.792 Acre Tract and along the Westerly line of a	1259
certain 51.508 Acre Tract conveyed to Donald and C. Katherine	1260
Parrill, as shown of record in Official Record Book No. 14, Page	1261
768 and passing an Iron Pin on line at 54.00 feet, a distance of	1262
431.80 feet to an Iron Pin;	1263
Thence, North 85°55'53" West, a distance of 250.00 feet to	1264
an Iron Pin;	1265
Thence, North 04°04'07" East and parallel to the Easterly	1266
line of said 31.792 Acre Tract and passing an Iron Pin on line	1267
at 212.00 feet, a distance of 266.00 feet to the place of	1268
beginning and containing 2.002 Acres, subject to all easements	1269
and/or restrictions shown of record, also subject to all legal	1270
right-of-way. Leaving after said exception 29.790 acres, more or	1271
less.	1272
Prior Instrument Reference: Official Record 915 Page 925	1273
PPN: 39-114834-01.000	1274
The foregoing legal description may be corrected or	1275
modified by the Department of Administrative Services as	1276
necessary in order to facilitate the recording of the deed.	1277
(B) Consideration for the conveyance of the real estate is	1278
\$1.	1279
(C) The real estate shall be sold as an entire tract and	1280
not in parcels.	1281
(D) The Auditor of State, with the assistance of the	1282
Attorney General, shall prepare a deed to the real estate. The	1283
deed shall state the consideration and shall be executed by the	1284

Lot 8138, being the southwest corner of a tract of land conveyed

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

to the Ohio Historical Society;

distance of 161.22 feet;

1309

1310

1311

Sub. S. B. No. 364 As Reported by the Senate Government Oversight and Reform Committee	Page 47
Thence continuing along a southerly line of Lot 8138,	1313
N34°47'23"W a distance of 200.22 feet to the True Point of	1314
Beginning;	1315
Thence continuing along said southerly line, N34°47'23"W a	1316
distance of 25.87 feet;	1317
Thence along lines through said Lot 8138, S85°25'01"E a	1318
distance of 277.88 feet to a point in the east line of said Lot	1319
8138;	1320
Thence along the east line of said lot, S29°19'07"W a	1321
distance of 22.02 feet;	1322
Thence along a line through said Lot 8138, N85°25'01"W a	1323
distance of 252.26 to the Point of Beginning.	1324
The above described parcel containing 5,301 square feet	1325
more or less.	1326
The foregoing legal description may be corrected or	1327
modified by the Department of Administrative Services as	1328
necessary in order to facilitate the recording of the easement.	1329
(B) The perpetual easement shall state the obligations of,	1330
and the duties to be observed and performed by, the City of	1331
Piqua, Ohio, with regard to the perpetual easement, and shall	1332
require the City of Piqua, Ohio, to assume perpetual	1333
responsibility for operating, maintaining, repairing,	1334
reconstructing, and replacing an existing water supply line on	1335
the real estate.	1336
(C) The consideration for the granting of this easement is	1337
\$426.	1338
(D) The Director of Administrative Services, with the	1339
assistance of the Attorney General, shall prepare and execute	1340

As Reported by the Senate Government Oversight and Reform Committee	rage 40
	40.4
the perpetual easement document. The perpetual easement shall	1341
state the consideration and the terms and conditions for the	1342
granting of the perpetual easement. The perpetual easement shall	1343
be executed by the Director of Administrative Services in the	1344
name of the state, presented in the Office of the Auditor of	1345
State for recording, and delivered to the City of Piqua, Ohio.	1346
The City of Piqua, Ohio, shall present the perpetual easement	1347
for recording in the Office of the Miami County Recorder. The	1348
City of Piqua, Ohio, shall pay the recording costs and fees.	1349
(E) This section expires three years after its effective	1350
date.	1351
Section 13. (A) The Governor may execute a deed in the	1352
name of the state conveying to the Board of Trustees of the	1353
Columbus Metropolitan Library, a county library district, (body	1354
politic and corporate pursuant to section 3375.33 of the Revised	1355
Code) ("Grantee") its successors and assigns, all of the state's	1356
right, title, and interest in the following described real	1357
estate:	1358
Tract One	1359
0.278 ACRE TRACT	1360
Situated in the State of Ohio, County of Franklin, City of	1361
Columbus, being all of Lot 28 and part of Lot 29 of the Eastwood	1362
Heights Addition Plat Book 4, Page 109 as conveyed to The Ohio	1363
State University by deed of record in Instrument No.	1364
199904090088853 as recorded in the Franklin County Recorder's	1365
Office and being further described as follows:	1366
Beginning at a mag nail set in the northerly line of Lot	1367
29 at the intersection of the extension of the southerly	1368
existing right of way line of Eastwood Avenue (50' Wide) and the	1369

Sub. S. B. No. 364 As Reported by the Senate Government Oversight and Reform Committee	Page 50
acres (PRO 0.016 acres), more or less, are located within	1399
Auditor's Parcel No. 010-018902.	1400
The basis of bearing of South 85°58'02" East on the	1401
southerly existing right of way line of Long Street is	1402
referenced to the State Plane Coordinate System South Zone NAD	1403
83 (NSRS 2011).	1404
This description was prepared by Tony W. Meacham, Ohio	1405
Professional Surveyor No. 7799 from an actual field survey	1406
performed in 2016 by Korda/Nemeth Engineering, Inc.	1407
Iron pins set are 5/8" x 30" rebar topped by an orange cap	1408
stamped "KNE PS NO. 7799."	1409
Tract Two	1410
0.299 ACRE TRACT	1411
Situated in the State of Ohio, County of Franklin, City of	1412
Columbus, being all of Lots 30-31 of the Eastwood Heights	1413
Addition Plat Book 4, Page 109 as conveyed to The Ohio State	1414
University by deed of record in Instrument No. 199904090088853	1415
as recorded in the Franklin County Recorder's Office and being	1416
further described as follows:	1417
Beginning at a mag nail set at the intersection of the	1418
northerly existing right of way line of Eastwood Avenue (50'	1419
Wide) and the westerly existing right of way line of Taylor	1420
Avenue (Width Varies), said intersection also being the	1421
southeasterly corner of Lot 30 of the Eastwood Heights Addition;	1422
Thence North 87°37'31" West, a distance of 89.37 feet	1423
along said northerly existing right of way line to a ¾" iron	1424
pipe found at the southeasterly corner of Lot 32 and a parcel of	1425
land conveyed to Kenneth A. Fischer by deed of record in	1426

performed in 2016 by Korda/Nemeth Engineering, Inc.

Page 52

Sub. S. B. No. 364

necessary in order to facilitate the recording of the deed.	1514
(B) (1) The conveyance shall include the improvements	1515
situated on the real estate, and is subject to all easements,	1516
covenants, conditions, and restrictions of record; all legal	1517
highways and public rights-of-way; zoning, building, and other	1518
laws, ordinances, restrictions, and regulations; and real estate	1519
taxes and assessments not yet due and payable. The real estate	1520
shall be conveyed in an "as-is, where-is, with all faults"	1521
condition.	1522
(2) The deed for the conveyance of the subject real estate	1523
may contain restrictions, exceptions, reservations, reversionary	1524
interests, and other terms and conditions specified in the real	1525
estate purchase agreement entered into by the parties, and/or	1526
the resolution adopted by the Board of Trustees of The Ohio	1527
State University approving the sale.	1528
(3) Subsequent to the conveyance, any restrictions,	1529
exceptions, reservations, reversionary interests, or other terms	1530
and conditions contained in the deed may be released by the	1531
Board of Trustees of The Ohio State University without the	1532
necessity of further legislation.	1533
(C) Consideration for the conveyance of the real estate	1534
described in division (A) of this section is \$187,000.	1535
(D) Each of the tracts described in division (A) of this	1536
section shall be conveyed in its entirety and may not be	1537
conveyed as a portion of any tract.	1538
(E) All costs associated with the purchase, closing, and	1539
conveyance of the real estate described in division (A) of this	1540
section shall be paid by the grantee and The Ohio State	1541
University in the manner provided for in the real estate	1542

17, United States Military Lands and being part of the 22.950

Partnership, by deed of record in Official Record 15946B20, all

acre tract conveyed to The Vista at Rocky Fork, Limited

1569

1570

As Reported by the Senate Government Oversight and Reform Committee	rage 30
references being to records in the Recorder's Office, Franklin	1572
County, Ohio and bounded and described as follows:	1573
Beginning at a point in the westerly right-of-way line of	1574
Hamilton Road at the southwesterly corner of a 1.152 acre tract	1575
conveyed to The City of Gahanna, by deed of record in Official	1576
Record 15946B09, said point also being in the southerly line of	1577
said The Vista at Rocky Fork L.P. 22.950 acre tract, the	1578
northerly line of the 57.265 acre tract conveyed to Academy	1579
Development Limited Partnership, by deed of record in Official	1580
Record 15030C06;	1581
thence North 85° 51' 10" West, along said northerly line	1582
of the Academy Development L.P. 57.265 acre tract, a distance of	1583
485.00 feet to a point;	1584
thence North 15° 23' 12" East, a distance of 74.20 feet to	1585
a point;	1586
thence North 67° 00' 00" East, a distance of 215.00 feet	1587
to a point;	1588
thence North 89° 00' 00" East, a distance of 180.00 feet	1589
to a point;	1590
thence South 85° 50' 13" East, a distance of 100.00 feet	1591
to a point in the westerly right-of-way line of Hamilton Road,	1592
the westerly line of the City of Gahanna 1.152 acre tract;	1593
thence South 4°09'47" West, along said right-of-way line	1594
of Hamilton Road, being 50 feet westerly, as measured at right	1595
angles and parallel with the centerline of Hamilton Road, a	1596
distance of 187.00 feet to the place of beginning, containing	1597
1.713 acres, more or less.	1598
Franklin County Parcel No. 025-009951-00	1599

Page 57

Sub. S. B. No. 364

The net proceeds of the sale shall be deposited into

university accounts for purposes to be determined by the Board

1655

of Trustees of The Ohio State University.	1657
(F) Upon adoption of a resolution by the Board of Trustees	1658
of The Ohio State University, the Auditor of State, with the	1659
assistance of the Attorney General, shall prepare a deed to the	1660
real estate described in division (A) of this section. The deed	1661
shall state the consideration and shall be executed by the	1662
Governor in the name of the state, countersigned by the	1663
Secretary of State, sealed with the Great Seal of the State,	1664
presented in the Office of the Auditor of State for recording,	1665
and delivered to the grantee. The grantee shall present the deed	1666
for recording in the Office of the Franklin County Recorder.	1667
(G) This section expires three years after its effective	1668
date.	1669
Section 15. (A) The Governor may execute a deed in the	1670
name of the state conveying to Lennox Station Holdings LLC, an	1671
Ohio limited liability company, and to its successors and	1672
assigns, all of the state's right, title, and interest in the	1673
following described real estate:	1674
The East Half of the	1675
Alley west of Olentangy River Road and north of King Avenue	1676
(0.055 Acre)	1677
Situated in the State of Ohio, County of Franklin,	1678
Township of Clinton, and being the easterly half of a 20 foot	1679
wide alley of Joseph Berger's Subdivision, as the same is shown	1680
and delineated upon the recorded plat thereof, of record in Plat	1681
Book 4, Page 221, Recorder's Office, Franklin County, Ohio, as	1682
vacated by the Franklin County Commissioners by Resolution No.	1683
787-00 and on file in Road Record 28, Page 82 in the Offices of	1684
the Franklin County Engineer, said alley being more particularly	1685

1694

1695

described as follows:

Being a 20 foot wide alley bounded on the south by the

northerly right-of-way line of a 10 foot wide alley of said

subdivision, bounded on the west by the easterly lines of Lots

No. 2 through No. 7 of said subdivision, bounded on the north by

the northerly boundary line of said subdivision, and bounded on

the east by the westerly line of Lot No.1 of said subdivision,

containing 0.110 acres, more or less.

Said easterly half of the alley contains 0.055 acres, more or less.

The foregoing legal description may be corrected or 1696 modified by the Department of Administrative Services as 1697 necessary in order to facilitate the recording of the deed. 1698

- (B) (1) The conveyance includes improvements situated on 1699 the real estate, and is subject to all easements, covenants, 1700 conditions, and restrictions of record; all legal highways and 1701 public rights-of-way; zoning, building, and other laws, 1702 ordinances, restrictions, and regulations; and real estate taxes 1703 and assessments not yet due and payable. The real estate shall 1704 be conveyed in an "as-is, where-is, with all faults" condition. 1705
- (2) The deed for the conveyance of the real estate may

 1706
 contain restrictions, exceptions, reservations, reversionary

 1707
 interests, and other terms and conditions specified in the real

 1708
 estate purchase agreement entered into by the parties, and/or

 1709
 the resolution adopted by the Board of Trustees of The Ohio

 1710
 State University approving the sale.
- (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
 1714

Sub. S. B. No. 364 As Reported by the Senate Government Oversight and Reform Committee	Page 62
the conveyance of the real estate described in division (A) of	1744
this section. The deed shall state the consideration and shall	1745
be executed by the Governor in the name of the state,	1746
countersigned by the Secretary of State, sealed with the Great	1747
Seal of the State, presented in the Office of the Auditor of	1748
State for recording, and delivered to the grantee. The grantee	1749
shall present the deed for recording in the Office of the	1750
Franklin County Recorder.	1751
(G) This section expires three years after its effective	1752
date.	1753
Section 16. (A) The Governor may execute a deed in the	1754
name of the state conveying to Carnegie Management and	1755
Development Corporation, an Ohio corporation, and to its	1756
successors and assigns, all of the state's right, title, and	1757
interest in the following described real estate:	1758
Parcel 1	1759
Situated in the Township of Springfield, City of	1760
Mansfield, County of Richland, State of Ohio and being part of	1761
the southwest quarter of Section 12, Township 21 North, Range 19	1762
West, and being a portion of the property conveyed to State of	1763
Ohio (The Ohio State University) by Deed Volume 562, Page 211 of	1764
the Richland County Recorder's records, and being more	1765
particularly described as follows:	1766
Beginning for the same at an iron pin set in the northeast	1767
corner of said southwest quarter;	1768
Thence, the following FOUR courses:	1769
1. South 00 degrees 18 minutes 06 seconds West, 520.08	1770
feet along the east line of said quarter to an iron pin set;	1771

feet to an iron pin found in the southeast corner of a parcel conveyed to 55 Lex-Springmill Inv. Ltd. by Official Record 1774 Volume 1107, Page 878; 3. North 00 degrees 19 minutes 03 seconds east, 520.08 feet along the east line of said 55 Lex-Springmill Inv. Ltd. 1775 Parcel to an iron pin set on the north line of said southwest quarter; 4. North 88 degrees 47 minutes 12 seconds east, 925.75 feet along said north line of said quarter to the Place of Beginning and containing 11.050 acres, more or less, and subject to all legal highways, easements, leases, reservations, and use restrictions of record. According to survey by K.E. McCartney & Associates, Inc. 1786 made August, 2016. Richland County Parcel No. 039-91-500-02-000 Parcel 2 Situated in the Township of Springfield, City of Ontario, County of Richland, State of Ohio and being part of the southwest quarter of Section 12, Township 21 North, Range 19 West, and being a portion of the property conveyed to State of Ohio (The Ohio State University) by Deed Volume 562, Page 211 of the Richland County Recorder's records, and being more particularly described as follows: Commencing at an iron pin set in the northeast corner of said southwest quarter; thence, South 00 degrees 18 minutes 06 seconds West, 520.08 feet along the east line of said quarter to an iron pin set, the Place of Beginning of the parcel herein 1795		
conveyed to 55 Lex-Springmill Inv. Ltd. by Official Record 7774 Volume 1107, Page 878; 3. North 00 degrees 19 minutes 03 seconds east, 520.08 1776 feet along the east line of said 55 Lex-Springmill Inv. Ltd. Parcel to an iron pin set on the north line of said southwest quarter; 4. North 88 degrees 47 minutes 12 seconds east, 925.75 feet along said north line of said quarter to the Place of Beginning and containing 11.050 acres, more or less, and subject to all legal highways, easements, leases, reservations, and use restrictions of record. According to survey by K.E. McCartney & Associates, Inc. made August, 2016. Richland County Parcel No. 039-91-500-02-000 Parcel 2 Situated in the Township of Springfield, City of Ontario, County of Richland, State of Ohio and being part of the southwest quarter of Section 12, Township 21 North, Range 19 West, and being a portion of the property conveyed to State of Ohio (The Ohio State University) by Deed Volume 562, Page 211 of the Richland County Recorder's records, and being more particularly described as follows: Commencing at an iron pin set in the northeast corner of said southwest quarter; thence, South 00 degrees 18 minutes 06 seconds West, 520.08 feet along the east line of said quarter to an iron pin set, the Place of Beginning of the parcel herein 1796 1797 1798 1797 1798 1798 1799 1799 1799	2. South 88 degrees 47 minutes 12 seconds west, 925.90	1772
Volume 1107, Page 878; 3. North 00 degrees 19 minutes 03 seconds east, 520.08 1776 feet along the east line of said 55 Lex-Springmill Inv. Ltd. Parcel to an iron pin set on the north line of said southwest quarter; 4. North 88 degrees 47 minutes 12 seconds east, 925.75 feet along said north line of said quarter to the Place of Beginning and containing 11.050 acres, more or less, and subject to all legal highways, easements, leases, reservations, and use restrictions of record. According to survey by K.E. McCartney & Associates, Inc. 788 made August, 2016. Richland County Parcel No. 039-91-500-02-000 Parcel 2 Situated in the Township of Springfield, City of Ontario, County of Richland, State of Ohio and being part of the southwest quarter of Section 12, Township 21 North, Range 19 West, and being a portion of the property conveyed to State of Ohio (The Ohio State University) by Deed Volume 562, Page 211 of the Richland County Recorder's records, and being more particularly described as follows: Commencing at an iron pin set in the northeast corner of said southwest quarter; thence, South 00 degrees 18 minutes 06 records West, 520.08 feet along the east line of said quarter to an iron pin set, the Place of Beginning of the parcel herein 778	feet to an iron pin found in the southeast corner of a parcel	1773
3. North 00 degrees 19 minutes 03 seconds east, 520.08 1776 feet along the east line of said 55 Lex-Springmill Inv. Ltd. 1777 Parcel to an iron pin set on the north line of said southwest 1778 quarter; 1779 4. North 88 degrees 47 minutes 12 seconds east, 925.75 1780 feet along said north line of said quarter to the Place of 1781 Beginning and containing 11.050 acres, more or less, and subject 1782 to all legal highways, easements, leases, reservations, and use 1783 restrictions of record. 1784 According to survey by K.E. McCartney & Associates, Inc. 1786 made August, 2016. 1786 Richland County Parcel No. 039-91-500-02-000 1787 Parcel 2 1788 Situated in the Township of Springfield, City of Ontario, 1789 County of Richland, State of Ohio and being part of the 1790 Southwest quarter of Section 12, Township 21 North, Range 19 1791 West, and being a portion of the property conveyed to State of 1792 Ohio (The Ohio State University) by Deed Volume 562, Page 211 of 1793 the Richland County Recorder's records, and being more 1794 particularly described as follows: 1795 Commencing at an iron pin set in the northeast corner of 1796 said southwest quarter; thence, South 00 degrees 18 minutes 06 1797 seconds West, 520.08 feet along the east line of said quarter to 1796 an iron pin set, the Place of Beginning of the parcel herein 1796	conveyed to 55 Lex-Springmill Inv. Ltd. by Official Record	1774
feet along the east line of said 55 Lex-Springmill Inv. Ltd. 1777 Parcel to an iron pin set on the north line of said southwest quarter; 4. North 88 degrees 47 minutes 12 seconds east, 925.75 feet along said north line of said quarter to the Place of Beginning and containing 11.050 acres, more or less, and subject to all legal highways, easements, leases, reservations, and use restrictions of record. According to survey by K.E. McCartney & Associates, Inc. Richland County Parcel No. 039-91-500-02-000 Parcel 2 Situated in the Township of Springfield, City of Ontario, County of Richland, State of Ohio and being part of the southwest quarter of Section 12, Township 21 North, Range 19 West, and being a portion of the property conveyed to State of Ohio (The Ohio State University) by Deed Volume 562, Page 211 of the Richland County Recorder's records, and being more particularly described as follows: Commencing at an iron pin set in the northeast corner of said southwest quarter, thence, South 00 degrees 18 minutes 06 records West, 520.08 feet along the east line of said quarter to an iron pin set, the Place of Beginning of the parcel herein 1796	Volume 1107, Page 878;	1775
Parcel to an iron pin set on the north line of said southwest quarter; 4. North 88 degrees 47 minutes 12 seconds east, 925.75 feet along said north line of said quarter to the Place of Beginning and containing 11.050 acres, more or less, and subject to all legal highways, easements, leases, reservations, and use restrictions of record. According to survey by K.E. McCartney & Associates, Inc. Richland County Parcel No. 039-91-500-02-000 Parcel 2 Situated in the Township of Springfield, City of Ontario, County of Richland, State of Ohio and being part of the southwest quarter of Section 12, Township 21 North, Range 19 West, and being a portion of the property conveyed to State of Ohio (The Ohio State University) by Deed Volume 562, Page 211 of the Richland County Recorder's records, and being more particularly described as follows: Commencing at an iron pin set in the northeast corner of said southwest quarter; thence, South 00 degrees 18 minutes 06 records West, 520.08 feet along the east line of said quarter to an iron pin set, the Place of Beginning of the parcel herein 1796	3. North 00 degrees 19 minutes 03 seconds east, 520.08	1776
quarter; 4. North 88 degrees 47 minutes 12 seconds east, 925.75 feet along said north line of said quarter to the Place of Beginning and containing 11.050 acres, more or less, and subject to all legal highways, easements, leases, reservations, and use restrictions of record. According to survey by K.E. McCartney & Associates, Inc. Richland County Parcel No. 039-91-500-02-000 Parcel 2 Situated in the Township of Springfield, City of Ontario, County of Richland, State of Ohio and being part of the southwest quarter of Section 12, Township 21 North, Range 19 West, and being a portion of the property conveyed to State of Ohio (The Ohio State University) by Deed Volume 562, Page 211 of the Richland County Recorder's records, and being more particularly described as follows: Commencing at an iron pin set in the northeast corner of said southwest quarter; thence, South 00 degrees 18 minutes 06 resconds West, 520.08 feet along the east line of said quarter to an iron pin set, the Place of Beginning of the parcel herein 1795	feet along the east line of said 55 Lex-Springmill Inv. Ltd.	1777
4. North 88 degrees 47 minutes 12 seconds east, 925.75 feet along said north line of said quarter to the Place of Beginning and containing 11.050 acres, more or less, and subject to all legal highways, easements, leases, reservations, and use restrictions of record. According to survey by K.E. McCartney & Associates, Inc. Table August, 2016. Richland County Parcel No. 039-91-500-02-000 Parcel 2 Situated in the Township of Springfield, City of Ontario, County of Richland, State of Ohio and being part of the southwest quarter of Section 12, Township 21 North, Range 19 West, and being a portion of the property conveyed to State of Ohio (The Ohio State University) by Deed Volume 562, Page 211 of the Richland County Recorder's records, and being more particularly described as follows: Commencing at an iron pin set in the northeast corner of said southwest quarter; thence, South 00 degrees 18 minutes 06 Table Seconds West, 520.08 feet along the east line of said quarter to an iron pin set, the Place of Beginning of the parcel herein	Parcel to an iron pin set on the north line of said southwest	1778
Feet along said north line of said quarter to the Place of Beginning and containing 11.050 acres, more or less, and subject to all legal highways, easements, leases, reservations, and use restrictions of record. According to survey by K.E. McCartney & Associates, Inc. Richland County Parcel No. 039-91-500-02-000 Parcel 2 Situated in the Township of Springfield, City of Ontario, County of Richland, State of Ohio and being part of the southwest quarter of Section 12, Township 21 North, Range 19 West, and being a portion of the property conveyed to State of Ohio (The Ohio State University) by Deed Volume 562, Page 211 of the Richland County Recorder's records, and being more particularly described as follows: Commencing at an iron pin set in the northeast corner of said southwest quarter; thence, South 00 degrees 18 minutes 06 records West, 520.08 feet along the east line of said quarter to an iron pin set, the Place of Beginning of the parcel herein	quarter;	1779
Beginning and containing 11.050 acres, more or less, and subject to all legal highways, easements, leases, reservations, and use restrictions of record. According to survey by K.E. McCartney & Associates, Inc. Richland County Parcel No. 039-91-500-02-000 Parcel 2 Situated in the Township of Springfield, City of Ontario, County of Richland, State of Ohio and being part of the southwest quarter of Section 12, Township 21 North, Range 19 West, and being a portion of the property conveyed to State of Ohio (The Ohio State University) by Deed Volume 562, Page 211 of the Richland County Recorder's records, and being more particularly described as follows: Commencing at an iron pin set in the northeast corner of said southwest quarter; thence, South 00 degrees 18 minutes 06 1796 seconds West, 520.08 feet along the east line of said quarter to an iron pin set, the Place of Beginning of the parcel herein 1796	4. North 88 degrees 47 minutes 12 seconds east, 925.75	1780
to all legal highways, easements, leases, reservations, and use restrictions of record. According to survey by K.E. McCartney & Associates, Inc. Richland County Parcel No. 039-91-500-02-000 Parcel 2 Situated in the Township of Springfield, City of Ontario, County of Richland, State of Ohio and being part of the southwest quarter of Section 12, Township 21 North, Range 19 West, and being a portion of the property conveyed to State of Ohio (The Ohio State University) by Deed Volume 562, Page 211 of the Richland County Recorder's records, and being more particularly described as follows: Commencing at an iron pin set in the northeast corner of said southwest quarter; thence, South 00 degrees 18 minutes 06 seconds West, 520.08 feet along the east line of said quarter to an iron pin set, the Place of Beginning of the parcel herein 1796	feet along said north line of said quarter to the Place of	1781
According to survey by K.E. McCartney & Associates, Inc. 1785 made August, 2016. 1786 Richland County Parcel No. 039-91-500-02-000 1786 Parcel 2 1786 Situated in the Township of Springfield, City of Ontario, 1786 County of Richland, State of Ohio and being part of the 1796 southwest quarter of Section 12, Township 21 North, Range 19 1791 West, and being a portion of the property conveyed to State of 1796 Ohio (The Ohio State University) by Deed Volume 562, Page 211 of 1796 the Richland County Recorder's records, and being more 1796 particularly described as follows: 1796 Commencing at an iron pin set in the northeast corner of 1796 said southwest quarter; thence, South 00 degrees 18 minutes 06 1796 seconds West, 520.08 feet along the east line of said quarter to 1796 an iron pin set, the Place of Beginning of the parcel herein 1796	Beginning and containing 11.050 acres, more or less, and subject	1782
According to survey by K.E. McCartney & Associates, Inc. 1786 made August, 2016. Richland County Parcel No. 039-91-500-02-000 1787 Parcel 2 Situated in the Township of Springfield, City of Ontario, County of Richland, State of Ohio and being part of the southwest quarter of Section 12, Township 21 North, Range 19 West, and being a portion of the property conveyed to State of Ohio (The Ohio State University) by Deed Volume 562, Page 211 of the Richland County Recorder's records, and being more particularly described as follows: Commencing at an iron pin set in the northeast corner of said southwest quarter; thence, South 00 degrees 18 minutes 06 1796 seconds West, 520.08 feet along the east line of said quarter to an iron pin set, the Place of Beginning of the parcel herein 1796	to all legal highways, easements, leases, reservations, and use	1783
made August, 2016. Richland County Parcel No. 039-91-500-02-000 1786 Parcel 2 Situated in the Township of Springfield, City of Ontario, County of Richland, State of Ohio and being part of the southwest quarter of Section 12, Township 21 North, Range 19 West, and being a portion of the property conveyed to State of Ohio (The Ohio State University) by Deed Volume 562, Page 211 of the Richland County Recorder's records, and being more particularly described as follows: Commencing at an iron pin set in the northeast corner of said southwest quarter; thence, South 00 degrees 18 minutes 06 seconds West, 520.08 feet along the east line of said quarter to an iron pin set, the Place of Beginning of the parcel herein 1796	restrictions of record.	1784
Richland County Parcel No. 039-91-500-02-000 Parcel 2 Situated in the Township of Springfield, City of Ontario, County of Richland, State of Ohio and being part of the southwest quarter of Section 12, Township 21 North, Range 19 West, and being a portion of the property conveyed to State of Ohio (The Ohio State University) by Deed Volume 562, Page 211 of the Richland County Recorder's records, and being more particularly described as follows: Commencing at an iron pin set in the northeast corner of said southwest quarter; thence, South 00 degrees 18 minutes 06 seconds West, 520.08 feet along the east line of said quarter to an iron pin set, the Place of Beginning of the parcel herein	According to survey by K.E. McCartney & Associates, Inc.	1785
Parcel 2 Situated in the Township of Springfield, City of Ontario, County of Richland, State of Ohio and being part of the southwest quarter of Section 12, Township 21 North, Range 19 West, and being a portion of the property conveyed to State of Ohio (The Ohio State University) by Deed Volume 562, Page 211 of the Richland County Recorder's records, and being more particularly described as follows: Commencing at an iron pin set in the northeast corner of said southwest quarter; thence, South 00 degrees 18 minutes 06 seconds West, 520.08 feet along the east line of said quarter to an iron pin set, the Place of Beginning of the parcel herein	made August, 2016.	1786
Situated in the Township of Springfield, City of Ontario, County of Richland, State of Ohio and being part of the southwest quarter of Section 12, Township 21 North, Range 19 West, and being a portion of the property conveyed to State of Ohio (The Ohio State University) by Deed Volume 562, Page 211 of the Richland County Recorder's records, and being more particularly described as follows: Commencing at an iron pin set in the northeast corner of said southwest quarter; thence, South 00 degrees 18 minutes 06 seconds West, 520.08 feet along the east line of said quarter to an iron pin set, the Place of Beginning of the parcel herein	Richland County Parcel No. 039-91-500-02-000	1787
County of Richland, State of Ohio and being part of the southwest quarter of Section 12, Township 21 North, Range 19 1791 West, and being a portion of the property conveyed to State of 1792 Ohio (The Ohio State University) by Deed Volume 562, Page 211 of 1793 the Richland County Recorder's records, and being more particularly described as follows: 1795 Commencing at an iron pin set in the northeast corner of 1796 said southwest quarter; thence, South 00 degrees 18 minutes 06 1797 seconds West, 520.08 feet along the east line of said quarter to 1796 an iron pin set, the Place of Beginning of the parcel herein 1798	Parcel 2	1788
southwest quarter of Section 12, Township 21 North, Range 19 West, and being a portion of the property conveyed to State of 1792 Ohio (The Ohio State University) by Deed Volume 562, Page 211 of 1793 the Richland County Recorder's records, and being more 1794 particularly described as follows: 1795 Commencing at an iron pin set in the northeast corner of 1796 said southwest quarter; thence, South 00 degrees 18 minutes 06 1797 seconds West, 520.08 feet along the east line of said quarter to 1798 an iron pin set, the Place of Beginning of the parcel herein 1798	Situated in the Township of Springfield, City of Ontario,	1789
West, and being a portion of the property conveyed to State of 1792 Ohio (The Ohio State University) by Deed Volume 562, Page 211 of 1793 the Richland County Recorder's records, and being more 1794 particularly described as follows: 1795 Commencing at an iron pin set in the northeast corner of 1796 said southwest quarter; thence, South 00 degrees 18 minutes 06 1797 seconds West, 520.08 feet along the east line of said quarter to 1798 an iron pin set, the Place of Beginning of the parcel herein 1799	County of Richland, State of Ohio and being part of the	1790
Ohio (The Ohio State University) by Deed Volume 562, Page 211 of the Richland County Recorder's records, and being more particularly described as follows: Commencing at an iron pin set in the northeast corner of said southwest quarter; thence, South 00 degrees 18 minutes 06 1797 seconds West, 520.08 feet along the east line of said quarter to an iron pin set, the Place of Beginning of the parcel herein 1798	southwest quarter of Section 12, Township 21 North, Range 19	1791
the Richland County Recorder's records, and being more particularly described as follows: Commencing at an iron pin set in the northeast corner of said southwest quarter; thence, South 00 degrees 18 minutes 06 seconds West, 520.08 feet along the east line of said quarter to an iron pin set, the Place of Beginning of the parcel herein 1796	West, and being a portion of the property conveyed to State of	1792
particularly described as follows: Commencing at an iron pin set in the northeast corner of said southwest quarter; thence, South 00 degrees 18 minutes 06 1797 seconds West, 520.08 feet along the east line of said quarter to an iron pin set, the Place of Beginning of the parcel herein 1798	Ohio (The Ohio State University) by Deed Volume 562, Page 211 of	1793
Commencing at an iron pin set in the northeast corner of 1796 said southwest quarter; thence, South 00 degrees 18 minutes 06 1797 seconds West, 520.08 feet along the east line of said quarter to 1798 an iron pin set, the Place of Beginning of the parcel herein 1799	the Richland County Recorder's records, and being more	1794
said southwest quarter; thence, South 00 degrees 18 minutes 06 1797 seconds West, 520.08 feet along the east line of said quarter to 1798 an iron pin set, the Place of Beginning of the parcel herein 1799	particularly described as follows:	1795
seconds West, 520.08 feet along the east line of said quarter to an iron pin set, the Place of Beginning of the parcel herein 1798	Commencing at an iron pin set in the northeast corner of	1796
an iron pin set, the Place of Beginning of the parcel herein 1799	said southwest quarter; thence, South 00 degrees 18 minutes 06	1797
	seconds West, 520.08 feet along the east line of said quarter to	1798
described: 1800	an iron pin set, the Place of Beginning of the parcel herein	1799
	described:	1800

Thence, the following FOUR courses:	1801
1. South 00 degrees 18 minutes 06 seconds West, 887.04	1802
feet along the east line of said quarter to an iron pin set on	1803
the former centerline of Walker Lake Road-(C.H. 164);	1804
2. South 89 degrees 14 minutes 50 seconds West, 925.97	1805
feet along the centerline of Walker Lake Road to a point in the	1806
southeast corner of a parcel conveyed to Charles L. Gilbert,	1807
Trustee U/A/W Charles L. Gilbert Living Revocable Trust dated	1808
6/7/10 by Official Record Volume 2033, Page 476 and Marilyn A.	1809
Gilbert, Trustee U/A/W/ Marilyn A. Gilbert Living Revocable	1810
Trust dated 6/7/10 by Official Record Volume 2033, Page 472;	1811
3. North 00 degrees 19 minutes 03 seconds East, 879.61	1812
feet along the east line of said Gilbert Trust parcel to an iron	1813
pin found in the northeast corner thereof, and passing through	1814
an iron pin found for reference at 42.75 feet;	1815
4. North 88 degrees 47 minutes 12 seconds East, 925.90	1816
feet to the Place of Beginning and containing 18.772 acres, more	1817
or less, and subject to all legal highways, easements, leases,	1818
reservations, and use restrictions of record.	1819
According to survey by K.E. McCartney & Associates, Inc.	1820
made August, 2016.	1821
Richland County Parcel No. 038-60-500-61-000	1822
The foregoing legal description may be corrected or	1823
modified by the Department of Administrative Services as	1824
necessary in order to facilitate the recording of the deed.	1825
(B)(1) The conveyance includes the improvements and	1826
chattels situated on the real estate, and is subject to all	1827
easements, covenants, conditions, and restrictions of record;	1828

all legal highways and public rights-of-way; zoning, building,	1829
and other laws, ordinances, restrictions, and regulations; and	1830
real estate taxes and assessments not yet due and payable. The	1831
real estate shall be conveyed in an "as-is, where-is, with all	1832
faults" condition.	1833

- (2) The deed or deeds may contain restrictions, 1834 exceptions, reservations, reversionary interests, or other terms 1835 and conditions specified in the real estate purchase agreement 1836 and/or the resolution adopted by the Board of Trustees of The 1837 Ohio State University. 1838
- (3) Subsequent to the conveyance, any restrictions,

 exceptions, reservations, reversionary interests, or other terms

 1840

 and conditions contained in the deed or deeds may be released by

 the state or the Board of Trustees of The Ohio State University

 1842

 without the necessity of further legislation.

 1843
- (C) Consideration for the conveyance of the real estate 1844 described in division (A) of this section is \$417,508, and such 1845 conveyance shall be pursuant to a real estate purchase agreement 1846 containing any terms and conditions acceptable to the Board of 1847 Trustees of The Ohio State University. 1848

If Carnegie Management and Development Corporation does 1849 not complete the purchase of the real estate within the time 1850 period provided in the real estate purchase agreement, The Ohio 1851 State University may use any reasonable method of sale 1852 considered acceptable to the Board of Trustees of The Ohio State 1853 University to select an alternate grantee or grantees to 1854 complete the purchase not later than three years after the 1855 effective date of this section. All advertising costs, 1856 additional fees, and other costs incidental to the sale of the 1857 real estate to an alternate grantee or grantees shall be 1858

state granting to the City of Columbus, Ohio, and to its	1888
successors and assigns, a perpetual easement for sanitary sewer	1889
purposes burdening the following described real estate:	1890
Situated in the State of Ohio, County of Franklin, City of	1891
Columbus, lying in Quarter Township 3, Township 1, Range 18,	1892
United States Military Lands, being on, over, and across that	1893
193 acre and 62 pole tract conveyed to State of Ohio (Ohio State	1894
University) by deed of record in Deed Book 103, Page 547 and	1895
that 32.093 acre tract of land conveyed to State of Ohio (Ohio	1896
State University) by deed of record Deed Book 602, Page 561,	1897
respectively, (all references are to the records of the	1898
Recorder's Office, Franklin County, Ohio) and being more	1899
particularly described as follows:	1900
Beginning, for reference, at a $3/4$ " solid iron pin in a	1901
monument box found in the centerline of right-of-way of King	1902
Avenue, located at King Avenue centerline station 20+00.00 as	1903
shown on Cannon Drive Centerline Plat of record in Plat Book,	1904
Page;	1905
thence North 86° 57' 16 " West, with said centerline, a	1906
distance of 6.78 feet, to the centerline intersection of King	1907
Avenue with Street A (a private right-of-way) as shown on said	1908
Cannon Drive Centerline Plat, located at King Avenue centerline	1909
station 19+93.22 and Street A centerline station 10+00.00 as	1910
shown on said Cannon Drive Centerline Plat;	1911
thence North 03° 10' 49" East, with the centerline of	1912
Street A, a distance of 30.00 feet, to the northerly right-of-	1913
way line of King Avenue;	1914
thence North 86° 57' 16 " West, with said northerly right-	1915

of-way line, a distance of 31.87 feet, to the True Point of

ub. S. B. No. 364 s Reported by the Senate Government Oversight and Reform Committee	Page 68
Beginning;	1917
thence North 86° 57' 16" West, continuing with said	1918
northerly right-of-way line, a distance of 75.43 feet, to a	1919
point;	1920
thence crossing said State of Ohio (Ohio State University)	1921
cracts, the following courses and distances;	1922
North 65° 48' 57" West, a distance of 113.10 feet to a	1923
point;	1924
North 87° 09' 14" West, a distance of 191.16 feet to a	1925
point;	1926
North 01° 10' 50" West, a distance of 360.52 feet to a	1927
point;	1928
North 02° 58' 17" East, a distance of 197.58 feet to a	1929
point;	1930
North 03° 14' 49" East, a distance of 258.02 feet to a	1931
point;	1932
North 03° 06' 18" East, a distance of 334.05 feet to a	1933
point;	1934
North 03° 36' 49" East, a distance of 282.00 feet to a	1935
point;	1936
North 03° 07' 04" East, a distance of 308.57 feet to a	1935
point;	1938
North 68° 33' 20" East, a distance of 108.14 feet to a	1939
point;	1940
North 17° 58' 13" West, a distance of 77.82 feet to a	1941
point;	1941

Sub. S. B. No. 364 As Reported by the Senate Government Oversight and	Reform Committee	Page 69
North 19° 07' 27" West, a distance	of 229.82 feet to a	194
point;		194
North 18° 52' 44" West, a distance	of 230.37 feet to a	194
point;		194
North 51° 13' 14" East, a distance	of 61.96 feet to a	194
point;		194
South 88° 00' 53" East, a distance	of 320.39 feet to a	194
point;		195
South 85° 15' 52" East, a distance	of 133.54 feet to a	195
point;		195
North 85° 26' 41" East, a distance	of 176.73 feet to a	195
point;		195
North 48° 13' 13" East, a distance	of 63.47 feet to a	195
point;		195
South 41° 46' 47" East, a distance	of 30.00 feet to a	195
point;		195
South 48° 13' 13" West, a distance	of 73.57 feet to a	195
point;		196
South 85° 26' 41" West, a distance	of 189.27 feet to a	196
point;		196
North 85° 15' 52" West, a distance	of 135.26 feet to a	196
point;		196
North 88° 00' 53" West, a distance	of 308.52 feet to a	196
point;		196
South 51° 13' 14" West, a distance	of 29.77 feet to a	196
point;		196

Sub. S. B. No. 364 As Reported by the Senate Government Oversight and Reform Committee	Page 70
South 18° 52' 44" East, a distance of 209.26 feet to a	a 196
point;	19
South 19° 07' 27" East, a distance of 230.06 feet to a	a 19°
point;	19
South 17° 58' 13" East, a distance of 106.35 feet to a point;	a 19°
South 68° 33' 20" West, a distance of 117.10 feet to a	
point;	19
South 03° 07' 04" West, a distance of 289.43 feet to a point;	19 19
South 03° 36' 49" West, a distance of 282.00 feet to a	a 19
South 03° 06' 18" West, a distance of 333.95 feet to a point;	a 19
South 03° 14' 49" West, a distance of 257.98 feet to a point;	a 19
South 02° 58' 17" West, a distance of 196.42 feet to a	a 19
point;	19
South 01° 10' 50" East, a distance of 331.48 feet to a point;	19
South 87° 09' 14" East, a distance of 168.84 feet to a point;	a 19
South 65° 48' 57" East, a distance of 123.09 feet to a point;	a 19
South $78°$ 59' 39" East, a distance of 61.14 feet to a point;	19 19

Page 71

2022

2023

(C) Consideration for granting the perpetual easement is

\$1.

(D) The Director of Administrative Services, with the	2024
assistance of the Attorney General, shall prepare the perpetual	2025
easement document. The perpetual easement shall state the	2026
consideration and the terms and conditions for the granting of	2027
the perpetual easement. The perpetual easement shall be executed	2028
by the Director of Administrative Services in the name of the	2029
state, presented in the Office of the Auditor of State for	2030
recording, and delivered to the City of Columbus, Ohio. The City	2031
of Columbus, Ohio, shall present the perpetual easement for	2032
recording in the Office of the Franklin County Recorder. The	2033
City of Columbus, Ohio, shall pay the recording costs and fees.	2034
(E) This section expires three years after its effective	2035
date.	2036
Section 18. (A) The Governor may execute a deed in the	2037
name of the state conveying to a selected Grantee or Grantees,	2038
their heirs, successors, and assigns, to be determined in the	2039
manner provided in division (C) of this section, all of the	2040
state's right, title, and interest in the following described	2041
real estate:	2042
Situated in City of Athens, Athens Township, Athens	2043
County, State of Ohio	2044
Being a 0.561 acre parcel of land located in Farm Lot 45,	2045
Section 10, Township 09 North, Range 14 West, Ohio Company	2046
Purchase, City of Athens, Athens Township, Athens County, State	2047
of Ohio and being inclusive of a residual 0.55 acre parcel as	2048
conveyed to Dwight H. Mutchler by a deed recorded in Volume 90	2049
Page 139 of said county Deed Records and being more fully	2050
bounded and described as follows:	2051
	00

Beginning at an iron pin set in the easterly line of

2082

Columbia Avenue, a variable width right of way, and the	2053
southwesterly corner of aforesaid 0.561 acre parcel, from which	2054
for reference, the southwesterly corner of Farm Lot No. 45 bears	2055
the following three courses; S 30 $^{\circ}$ 28' 35" W, 79.47 feet to a	2056
point; thence S 05° 27' 35" W, 189.50 feet to an iron pin found	2057
(5/8" rebar); thence N 84 $^{\circ}$ 32' 25" W, 347.00 feet to a point	2058
being the southwesterly corner of said Farm Lot 45;	2059
Course No. 1: Thence, N 30° 28' 35" E, being the basis of	2060
bearings of this description, with the westerly line of	2061
aforesaid 0.561 acre parcel and easterly line of said Columbia	2062
Avenue, 95.74 feet to an iron pin found $(5/8" \text{ rebar})$, being the	2063
southwesterly corner of a 0.55 acre parcel as conveyed to Terry	2064
Conry and Joy Lynn John as recorded in Volume 41 Page 799 of	2065
said county Deed Records;	2066
Course No. 2: Thence, S 50° 17' 25" E, with the southerly	2067
line of aforesaid 0.55 acre parcel, passing an iron pin found	2068
(5/8" rebar), at 176.60 feet for reference, a total distance of	2069
276.60 feet to an iron pin found $(5/8"$ rebar), being the	2070
southerly corner of a 0.49 acre parcel as conveyed to Peter	2071
Kramer & Barbara Fisher as recorded in Official Records Book 379	2072
Page 359 of said county Deed Records;	2073
Course No. 3: Thence, S 03° 34' 35" W, along the westerly	2074
line of a 1.140 acre parcel as conveyed to Emily Gurhans & Marc	2075
Singer as recorded in Official Record Book 409 Page 1982 of said	2076
county Deed Records, 85.19 feet to an iron pin set, being the	2077
northeasterly corner of a 1.39 acre parcel as conveyed to	2078
Michael & Helen Keyes as recorded in Official Record Book 284	2079
Page 1568 of said county Deed Records;	2080
Course No. 4: Thence, N 55° 00' 25" W, with the northerly	2081

line of aforesaid 1.39 acre parcel, 312.53 feet to an iron pin

Sub. S. B. No. 364

(C) The Director of Administrative Services shall conduct 2112 a sale of the real estate by sealed bid auction or public 2113 auction, and the real estate shall be sold to the highest bidder 2114 at a price acceptable to the Director of Administrative Services 2115 and Ohio University. The Director of Administrative Services 2116 shall advertise the sealed bid auction or public auction by 2117 publication in a newspaper of general circulation in Athens 2118 County, once a week for three consecutive weeks before the date 2119 on which the sealed bids are to be opened or the public auction 2120 occurs. The Director of Administrative Services may reject any 2121 or all bids. The Director of Administrative Services shall 2122 notify the successful bidder in writing. 2123

2124 The purchaser shall pay ten percent of the purchase price to the Director of Administrative Services not later than five 2125 business days after receiving the notice the bid has been 2126 accepted and shall enter into a real estate purchase agreement, 2127 in the form prescribed by the Department of Administrative 2128 Services. Payment may be made in cash or certified check made 2129 payable to the Treasurer of State. The purchaser shall pay the 2130 balance of the purchase price to the Director at closing. A 2131 purchaser who does not complete the conditions of the sale as 2132 prescribed in this division shall forfeit the ten percent of the 2133 purchase price paid to the state as liquidated damages. If a 2134 purchaser fails to complete the purchase, the Director of 2135 Administrative Services may accept the next highest bid, subject 2136 to the foregoing conditions. If the Director of Administrative 2137 Services rejects all bids, the Director of Administrative 2138 Services may repeat the sealed bid auction or public auction, or 2139 may use an alternative sale process that is acceptable to Ohio 2140 University. Any subsequent costs attributed to the marketing of 2141 a secondary sale process shall be the responsibility of Ohio 2142 Sub. S. B. No. 364

easements, covenants, conditions, and restrictions of record;	2228
all legal highways and public rights-of-way; zoning, building,	2229
and other laws, ordinances, restrictions, and regulations; and	2230
real estate taxes and assessments not yet due and payable. The	2231
real estate shall be conveyed in an "as-is, where-is, with all	2232
faults" condition.	2233

- (2) The deed or deeds may contain restrictions,

 exceptions, reservations, reversionary interests, or other terms

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 and conditions the Director of Administrative Services and the

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 Board of Trustees of the University of Cincinnati determine to

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 be in the best interest of the state.
- (3) Subsequent to the conveyance, any restrictions,

 exceptions, reservations, reversionary interests, or other terms

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 and conditions contained in the deed may be released by the

 state or the Board of Trustees of the University of Cincinnati

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 without the necessity of further legislation.

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- (C) Consideration for the conveyance of the real estate 2244 described in division (A) of this section is \$1,900,000. 2245

If Children's Hospital Medical Center does not complete 2246 the purchase of the real estate within the time period provided 2247 2248 in the real estate purchase agreement, the Director of Administrative Services and the Board of Trustees of the 2249 University of Cincinnati may use any reasonable method of sale 2250 considered acceptable by the Board of Trustees of the University 2251 of Cincinnati to select an alternate grantee or grantees to 2252 complete the purchase not later than three years after the 2253 effective date of this section. All advertising costs, 2254 additional fees, and other costs incidental to the sale of the 2255 real estate to an alternate grantee or grantees, shall be 2256 negotiated by the University of Cincinnati as specified in a 2257

and interest in the following described real estate:	2287
Situated in Section 14, Town 3, Fractional Range 2, BTM,	2288
City of Cincinnati, Hamilton County, Ohio, being all of the land	2289
depicted on P.B. 453, Pg. 77 and recorded in O.R. 13231, Pg. 205	2290
of the Hamilton County, Ohio Recorder's Office, the boundary of	2291
which being more particularly as follows:	2292
Beginning at a cross notch set at the intersection of the	2293
east right of way line of Bellevue Avenue with the south right	2294
of way line of Piedmont Avenue;	2295
Thence along said south right of way line, S83°59'01"E a	2296
distance of 348.94 feet to the intersection of said south right	2297
of way line with the west right of way line of Highland Avenue,	2298
said point being witnessed by a cross notch lying North 7.0 feet	2299
and West 0.1 feet and a cross notch lying North 0.1 feet and	2300
West 7.1 feet;	2301
Thence along said west right of way line S05°54'55"W a	2302
distance of 175.36 feet to a cross notch set at the intersection	2303
of said west right of way line with the north right of way line	2304
of Martin Luther King Jr. Drive;	2305
Thence along said north right of way line, N83°58'40"W a	2306
distance of 349.68 feet to a cross notch set at the intersection	2307
of said north right of way line with the aforementioned east	2308
right of way line of Bellevue Avenue;	2309
Thence along said east right of way line, N06°09'20"E a	2310
distance of 175.32 feet to the point of beginning.	2311
Containing 1.406 acres, more or less and being subject to	2312
easements, restrictions and rights of way of record.	2313
Bearings are based on Ohio State Plane Coordinates-South	2314

Sub. S. B. No. 364

As Reported by the Senate Government Oversight and Reform Committee

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purchase agreement, the Director of Administrative Services and	2344
the Board of Trustees of the University of Cincinnati may use	2345
any reasonable method of sale considered acceptable by the Board	2346
of Trustees of the University of Cincinnati to select an	2347
alternate grantee or grantees to complete the purchase not later	2348
than three years after the effective date of this section. All	2349
advertising costs, additional fees, and other costs incidental	2350
to the sale of the real estate to an alternate grantee or	2351
grantees shall be negotiated by the University of Cincinnati as	2352
specified in a real estate purchase agreement with the alternate	2353
grantee or grantees.	2354

- (D) The real estate shall be sold as an entire tract and 2355 not in parcels.
- (E) Except as otherwise specified in this section, the 2357 grantee shall pay all costs associated with the purchase, 2358 closing, and conveyance, including surveys, title evidence, 2359 title insurance, transfer costs and fees, recording costs and 2360 fees, taxes, and any other fees, assessments, and costs that may 2361 be imposed.

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

(F) Upon payment of the purchase price, the Auditor of 2366 State, with the assistance of the Attorney General, shall 2367 prepare a deed to the real estate. The deed shall state the 2368 consideration and shall be executed by the Governor in the name 2369 of the state, countersigned by the Secretary of State, sealed 2370 with the Great Seal of the State, presented in the Office of the 2371 Auditor of State for recording, and delivered to the grantee. 2372 The grantee shall present the deed for recording in the Office 2373

Sub. S. B. No. 364 As Reported by the Senate Government Oversight and Reform Committee	Page 84
of the Hamilton County Recorder.	2374
(G) This section expires three years after its effective	2375
date.	2376
Section 21. (A) The Governor may execute a deed in the	2377
name of the state conveying to Charles H. Staples and Margaret	2378
A. Staples, husband and wife, and to their heirs and assigns,	2379
all of the state's right, title, and interest in the following	2380
described real estate:	2381
Parcel No. 1	2382
Situated in the City of Youngstown, County of Mahoning and	2383
State of Ohio and known as being the west Twenty-Five (25) feet	2384
of City Lot Six Hundred Fifty-Five (655) as lots are now	2385
numbered in said City, as shown by a Plat recorded in Volume 1	2386
of Plats, Page 91, Mahoning County Records.	2387
Said west part of said lot Six Hundred Fifty-Five (655)	2388
has a frontage of Twenty-Five (25) feet on the north line of	2389
West Rayen Avenue and extends back of even width, One Hundred	2390
Fifty (150) feet and is Twenty-Five (25) feet wide in the rear.	2391
Permanent Parcel No.: 53-003-0-090.00	2392
Parcel No. 2	2393
Situated in the City of Youngstown, County of Mahoning and	2394
State of Ohio and known as Youngstown City Lot Number One	2395
Thousand Four Hundred Ninety-Three (1493) according to the	2396
latest enumeration of lots in said City as recorded in Volume 1	2397
of Plats, Page 91, Mahoning County Records.	2398
Said lot has a frontage of Twenty-Five (25) feet on the	2399
north line of West Rayen Avenue and extends of even width One	2400
Hundred Fifty (150) feet and is Twenty-Five feet wide in the	2401

rear.	2402
Permanent Parcel No.: 53-003-0-089.00	2403
Parcel No. 3	2404
Situated in the City of Youngstown, County of Mahoning and	2405
State of Ohio, and known as being a part of Youngstown City Lot	2406
No. 1849 according to the latest enumeration of lots in said	2407
City, as recorded in Volume 4 of Plats, Page 14, Mahoning County	2408
Records, and more particularly bounded and described as follows:	2409
Beginning at the southwest corner of Youngstown City Lot	2410
No. 1849, said point also being the southeast corner of	2411
Youngstown City Lot No. 1916; thence northerly along the west	2412
line of said Lot No. 1849 a distance of 50 feet to a point;	2413
thence easterly and parallel to the southerly line of Lincoln	2414
Avenue a distance of 25 feet to a point; thence southerly along	2415
a line parallel to the west line of said Lot No. 1849 a distance	2416
of 50 feet to a point on the southerly line of said Lot No.	2417
1849, thence westerly along the southerly line of said Lot No.	2418
1849 a distance of 25 feet to the point of beginning, be the	2419
same more or less, but subject to all legal highways.	2420
Permanent Parcel No.: 53-003-0-199.00	2421
The foregoing legal descriptions may be corrected or	2422
modified by the Department of Administrative Services as	2423
necessary in order to facilitate the recording of the deed.	2424
(B)(1) The conveyance from the state to the Grantee	2425
includes all improvements currently situated on the real estate,	2426
and is subject to all easements, covenants, conditions, and	2427
restrictions of record: all legal highways and public rights-of-	2428
way; zoning, building, and other laws, ordinances, restrictions,	2429
and regulations; and real estate taxes and assessments not yet	2430

recorded in Plat Volume 3, Page 7, be the same more or less. 2449

The foregoing legal description may be corrected or 2451 modified by the Department of Administrative Services as 2452 necessary in order to facilitate the recording of the deed. 2453

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Parcel Number 53-005-0-416.00-0

The Director of Administrative Services and Charles H. 2454 Staples and Margaret A. Staples, shall execute a real estate 2455 purchase agreement in a form prescribed by the Department of 2456 Administrative Services setting forth the terms and conditions 2457 of the subject land exchange. If Charles H. Staples and Margaret 2458 A. Staples do not complete the purchase of the real estate 2459

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Governor in the name of the state, countersigned by the

date.

Secretary of State, sealed with the Great Seal of the State,

for recording in the Office of the Mahoning County Recorder.

presented in the Office of the Auditor of State for recording,

and delivered to the grantee. The grantee shall present the deed

(G) This section expires three years after its effective