

# AN ACT

To authorize the conveyance of state-owned real property  
and to declare an emergency.

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

SECTION 1. (A) The Governor may execute a deed in the name of the state conveying to Harold L. Snyder, and to his heirs and assigns, all of the state's right, title, and interest in the following described real estate:

Situated in the State of Ohio, County of Pickaway, Township of Darby, being located in Virginia Military Survey No. 1313 and being 5.420 acres of the original 28.29 acre tract of land, conveyed to State of Ohio by deed of record in Deed Book 72, Page 193, all references being to records in the Recorder's Office, Pickaway County, Ohio and bounded and described as follows;

BEGINNING FOR REFERENCE at a mag nail, set at an angle point in the centerline of State Route 762 (Station 50+00), said angle point being the intersection of the said centerline of State Route 762, with the centerline of Darby Creek Road (County Road 26 at Station 100 + 00) and as shown on Ohio Department of Transportation Plan PIC-762-0.19;

thence North 83° 08'19" West crossing State Route 762, a distance of 80.00 feet to an angle point in the Westerly right-of-way line of said State Route 762, as conveyed to the State of Ohio by deed of record in Deed Book 301, Page 90;

thence South 0° 53'28" East, with said right-of-way line, and becoming the Westerly right-of-way line of Darby Creek Road, (County Road 26), a distance of 84.06 feet to an iron pin set at the TRUE POINT OF BEGINNING, being the Northeasterly corner of the tract herein intended to be described;

thence South 0° 53'28" East, continuing with said right-of-way line of Darby Creek Road, a distance of 68.13 feet to an iron pin set at an angle point in said right-of-way line, located 60.00 feet left of centerline station 98+50.00;

thence South 5° 04' 17" West, continuing with said right-of-way line of Darby Creek Road, (passing iron pins found with caps at 166.90 feet and 186.90 feet) a total distance of 204.85 feet to an iron pin set in the Northerly

line of the Peggy M. Johnson 35.33 acre tract, of record in Official Record 624, Page 1487;

thence South  $81^{\circ} 53'13''$  West, with said Northerly line of said Peggy M. Johnson 35.33 acre tract, a distance of 794.40 feet to an iron pin set, by a fence post found, at an angle point in said line;

thence North  $31^{\circ} 42'50''$  West, with an Easterly line of said Peggy M. Johnson 35.33 acre tract, a distance of 292.00 feet to an iron pin set;

thence North  $81^{\circ} 55' 08''$  East, with a line crossing the State of Ohio 28.29 acre tract, a distance of 966.59 feet to the place of beginning, containing 5.420 acres, more or less.

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

The 5.420 acre tract described herein is out of Parcel No. B06-0-002-00-032-00.

Bearings contained herein are based on the bearing of the centerline of State Route 762, being North  $6^{\circ} 51'41''$  East, between stations 99 + 27.53 (County Road 26) and 46 + 84.15 (State Route 762) as shown on ODOT Plan No. PIC-762-019.

This description is based on an actual field survey of the subject property, performed on May 11, 2012, by Thomas D. Sibbalds, Registered Surveyor No. 5908.

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

(B)(1) The real estate shall be conveyed as an entire tract and not as multiple parcels.

(2) The deed shall state that the grantee is not to use, develop, or sell the real estate in such a manner that the use, development, or sale will interfere with the quiet enjoyment of the neighboring state-owned land.

(C) Consideration for the conveyance of the real estate is \$16,260.

(D) The grantee shall pay all costs associated with the purchase and conveyance, including recording costs and fees.

(E) The net proceeds of the sale shall be deposited into the state treasury to the credit of the Ohio Department of Rehabilitation and Correction Fund (Fund 2000) appropriation item 501607, Ohio Penal Industries, which contains funds for expenditures on farm and agricultural uses, for which purposes the proceeds shall be used.

(F) Upon payment of the purchase price, the Auditor of State, with the assistance of the Attorney General, shall prepare a deed to the real estate. The deed shall state the consideration and the terms and conditions. The deed shall be executed by the Governor in the name of the state,

countersigned by the Secretary of State, sealed with the Great Seal of the State, presented in the Office of the Auditor of State for recording, and delivered to the grantee. The grantee shall present the deed for recording in the office of the Pickaway County Recorder.

(G) This section expires one year after its effective date.

SECTION 2. (A) The Governor may execute a deed in the name of the state conveying to Brian McLaughlin and Jennifer McLaughlin, and to their heirs and assigns, all of the state's right, title, and interest in the following described real estate:

Situated in the State of Ohio, County of Franklin and City of Columbus:

Being Lot Number Twenty (20) and Twenty-one (21) of Charles M. Williams Subdivision of Lots No. 7, 12 and 13 of Chaffee's Subdivision of Part of Quarter Township No. 3, Township No. 1, Range 18, United States Military Lands, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 4, Page 424, Recorder's Office, Franklin County, Ohio.

Street Address: 75-81 West Norwich Avenue, Columbus, Ohio 43201

Prior Instrument Reference: Official Records, Franklin County, Ohio, Recorder's Office; Instrument #201106280080293

Parcel No. 010-004203-00 and 010-025200.00.

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

(B)(1) The real estate shall be conveyed as an entire tract and not as multiple parcels.

(2) The closing of the sale and transfer of title shall be conducted in accordance with the terms of an existing real estate purchase contract dated August 6, 2013, between Ohio University and the grantees.

(C) Consideration for the conveyance of the real estate is \$750,000.

(D) The grantee shall pay all costs associated with the purchase and conveyance, including recording costs and fees.

(E) The net proceeds of the sale shall be deposited into the state treasury to the credit of the Ohio University Endowment Fund.

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

the office of the Franklin County Recorder.

(G) This section expires one year after its effective date.

SECTION 3. (A) The Governor may execute a deed in the name of the state conveying to Venture 5 Family Limited Partnership, an Ohio limited partnership, and to its successors and assigns, all of the state's right, title, and interest in the following described real estate:

Situated in the State of Ohio, County of Muskingum, Township of Perry:

Being part of the Northeast Quarter, Section 11, Township 1 , Range 6, of the US Military District, further being part of the State of Ohio property recorded in Deed Book Volume 588, Page 13 of said county's deed records, further being part of Muskingum County Auditor's Parcel Number 51 -50-11-04-000, and more particularly described as follows:

Commencing at the common corner for the Southeast and Northeast Quarters of Section 11, further being on the line between Perry and Union Townships of Muskingum County;

TIE-1 THENCE (by deed) North 01 degrees 38 minutes 41 seconds East 1353.00 feet along said Township line to Centerline Station 486+98.00 for Interstate 70 the centerline plat recorded in Plat Book 11, Page 20 and 21;

TIE-2 THENCE (by plans) along a curve to the right having, a chord bearing North 82 degrees 55 minutes 20 seconds West 85.84 feet, radius of 12277.70 feet, and arc length of 85.84 feet into Perry Township, Northeast Quarter of Section 11, and along the centerline of Interstate 70 to the unmarked Centerline PC Station 486+12.16;

TIE-3 THENCE (by plans) North 82 degrees 43 minutes 19 seconds West 1012.16 feet continuing along said centerline to an unmarked point in the centerline of County Road 199 (Zane Grey Road);

TIE-4 THENCE (by plans) North 07 degrees 43 minutes 19 seconds West 232.15 feet along the centerline of said County Road 199 to an unmarked point;

TIE-5 THENCE (by plans) along a curve to the left having, a chord bearing North 13 degrees 35 minutes 21 seconds West 146.43 feet, radius of 716.20 feet, and arc length of 146.68 continuing along the centerline of said County Road 199 to an unmarked point, and the place of beginning for the property herein intended to be described;

#1- THENCE continuing along a curve to the left having, a chord bearing North 21 degrees 59 minutes 28 seconds West 63.34 feet, radius of 716.20 feet, and arc length of 63.36 continuing along the centerline of said County Road 199 to an unmarked point;

#2- THENCE North 24 degrees 31 minutes 51 seconds West 89.48 feet continuing along the centerline of said County Road 199 to an unmarked point;

#3- THENCE North 84 degrees 15 minutes 06 seconds East 711.35 feet leaving said road and crossing said State of Ohio property to an iron pin (set) on the common line for the Deborah Ivanac Co Trustee property recorded in Official Record Volume 1886, Page 509, passing an iron pin (set) on the East right of way for County Road 199 at 58.09 feet;

#4- THENCE South 21 degrees 50 minutes 06 seconds West 149.93 feet along said State and Ivanac properties to a concrete monument (found);

#5- THENCE South 84 degrees 15 minutes 12 seconds West 543.52 feet continuing along said properties to a concrete monument (found) on the East right of way for County Road 199;

#6- THENCE South 70 degrees 32 minutes 36 seconds West 53.41 feet to the place of beginning, containing 2.00 acres, of which 0.17 acres are within the right of way of County Road 199 (Zane Grey Road).

The bearings within this description are based on State Plane Coordinate Grid (Ohio South 1983) derived from GPS Observations, iron pins (set) are 5/8" rebar with identification caps (C. R. Harkness P.L.S.6885).

This description was written by Charles R. Harkness Professional Land Surveyor #6885 from an actual survey completed on June 18, 2013 in accordance with Chapter 4733-37 of the Administrative Code, and is intended to be used for the legal transfer of the property described and does not intend to describe any apparent easements nor easements of record, unless otherwise indicated.

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

The real estate shall be conveyed as an entire tract and not as multiple parcels.

(B) As consideration for the conveyance of the real estate, the grantee shall convey to the state the following described real estate:

Situated in the State of Ohio, County of Muskingum, Township of Perry:

Being part of the Northeast Quarter, Section 11, Township 1, Range 6, of the US Military District, further being part of the Deborah Ivanac Co-Trustee property recorded in Official Record Volume 1886, Page 509 of said county's deed records, further being part of Muskingum County Auditors Parcel Number 51-50-11-01-004, and more particularly described as follows;

Commencing at the common corner for the Southeast and Northeast

Quarters of Section 11, further being on the line between Perry and Union Townships of Muskingum County;

TIE-1 THENCE (by deed) North 01 degrees 38 minutes 41 seconds East 1353.00 feet along said Township line to Centerline Station 486+98.00 for Interstate 70 the centerline plat recorded in Plat Book 11, Page 20 and 21;

TIE-2 THENCE North 11 degrees 47 minutes 05 seconds West 1336.86 feet crossing said Ivanac property to a concrete monument (found) at a common corner of said Ivanac property and for the State of Ohio property recorded in Deed Book Volume 588, Page 13, further being the place of beginning for the property herein intended to be described;

#1- THENCE North 53 degrees 17 minutes 42 seconds West 618.19 feet along said properties to an iron pin (set) on the South right of way for US Route 40 (East Pike);

#2- THENCE North 15 degrees 15 minutes 32 seconds West 45.00 feet continuing along said properties to an unmarked point in the centerline of said US Route 40;

#3- THENCE North 74 degrees 44 minutes 28 seconds East 295.00 feet along said centerline and common line for said Ivanac property and for the Gary Golden and Terea Golden property recorded in Official Record Volume 2441, Page 176 to an unmarked point;

#4- THENCE South 24 degrees 26 minutes 00 seconds East 538.79 feet leaving said road and crossing said Ivanac property to the place of beginning, passing the South right of way for US Route 40 at 60.78 feet, and iron pin (set) at 85.88 feet, containing 2.00 acres, of which 0.35 acres are within the right of way of US Route 40 (East Pike).

The bearings within this description are based on State Plane Coordinate Grid (Ohio South 1983) derived from GPS Observations. Iron pins (set) are 5/8" rebar with identification caps (C. R. Harkness P.L.S.6885).

This description was written by Charles R. Harkness Professional Land Surveyor #6885 from an actual survey completed on June 18, 2013 in accordance with Chapter 4733-37 of the Administrative Code, and is intended to be used for the legal transfer of the property described and does not intend to describe any apparent easements nor easements of record, unless otherwise indicated.

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

(C) The grantee shall pay all costs associated with both conveyances, including cost and fees for surveying; title reports and opinions; preparation of metes and bounds property descriptions; appraisals; environmental studies, assessments, and remediation; and recording.

(D) To accommodate the simultaneous transfer of real estate between the state and grantee, 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 in general terms. The deed shall be executed by the Governor in the name of the state, countersigned by the Secretary of State, sealed with the Great Seal of the State, presented in the Office of the Auditor of State for recording, and delivered to the grantee. The grantee shall present the deed for recording in the office of the Muskingum County Recorder.

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

SECTION 4. (A) The Governor may execute a deed in the name of the state conveying to the Board of Education of East Clinton Local School District, Clinton County, Ohio, and to its successors and assigns, all of the state's right, title, and interest in the following described real estate:

Situated in the State of Ohio, County of Clinton, Green Township, Virginia Military Survey #1078, Village of New Vienna and being a 15.00 acres tract of land out of an original 100.72 acres tract (with exceptions) as conveyed to Leone H. Wolfe in Deed Book 252, Page 540 (Parcel 2) at the Clinton County Recorder's Office, Clinton County, Ohio, said 15.000 acres being more particularly described as follows:

Beginning at a PK nail found in the centerline of State Route 28, and in the southern boundary of said 100.72 tract;

Thence, along said centerline of State Route 28 S 81 deg 42' 35" W, a distance of 70.42 feet to a railroad spike set in said centerline of State Route 28;

Thence, crossing said State Route 28, and crossing said 100.72 acres tract N 08 deg 25' 32" W a distance of 172.73 feet to an iron pin set;

Thence, crossing said 100.72 acres tract, S 81 deg 34' 28" W a distance of 305.70 feet to an iron pin set in the eastern boundary of Lot 6M of Wilbur Huffman Subdivision of record with said Recorder's Office as an extension of the Village of New Vienna;

Thence, along the western boundary of said 100.72 acres tract and the eastern boundary of said Wilbur Huffman Subdivision, N 43 deg 30' 03" W, a distance of 346.10 feet to an iron pin set at the northeastern corner of Lot 1M of said Wilbur Huffman Subdivision, at a northwestern corner of said 100.72 acres tract, and in the southern boundary of a 0.36 acres tract as conveyed to Thomas J. Hicks of record in Deed Book 82, Page. 96 at said Recorder's Office;

Thence, along a northern boundary of said 100.72 acres tract and the

southern boundaries of the following tracts:

0.46 acres to L. & D. Barley in Deed Book 117, Page 201;

0.61 acres to Charles & Maxine M. Clark in Deed Book 273, Page 264,

0.64 acres to Robert & Ann M. Norman in Deed Book 95, Page 521,

0.48 acres to Wilma J. Crossham in Deed Book 175, Page 99,

0.34 acres to Kristopher R. Cochran in deed Book 120, Page 789,

N 45 deg 30' 00" E a distance of 516.12 feet to an iron pin set at the southeastern corner of said 0.34 acres tract;

Thence, along the eastern boundary of said 0.34 acres tract and a western boundary of said 100.72 acres tract, N 45 deg 01' 35" W a distance of 22.44 feet to an iron pin set in the eastern boundary of said 0.34 acres tract, in a western boundary of said 100.72 acres tract, and at the southwestern corner of a 0.500 acres tract as conveyed to Virginia Hilderbrant as recorded in Deed Book 230, Page 131 at said Recorder's Office;

Thence along a northern boundary of said 100.72 acres tract and the southern boundaries of said 0.500 acres Hilderbrant tract and a 0.439 acres tract as conveyed to G. L. P. and Brewer J. Brewer of record in Deed Book 286, Page 876 at said Recorder's Office, N 46 deg 22' 32" E (passing an iron pin found at the southwestern corner of said 0.439 acres tract at a distance of 223.44 feet) a total distance of 319.44 feet to an iron pin set; at the southeastern corner of said 0.439 acres tract and in the northern boundary of said 100.72 acres tract;

Thence crossing said 100.72 acres tract the following two courses:

1) S 44 deg 02' 41" E a distance of 400.00 feet to an iron pin set;

2) S 35 deg 54' 34" E a distance of 740.37 feet to a railroad spike set in the southern boundary of said 100.72 acres tract and in the centerline of said State Route 28;

Thence along the centerline of said State Route 28 and the southern boundary of said 100.72 acres tract S 83 deg 16' 45" W a distance of 664.73 feet to the point of beginning containing 15.000 acres more or less, and being subject to all easements, restrictions and right-of-ways (if any) or previous record.

This description was prepared by Civil Engineering Associates, Inc., Columbus, Ohio from an actual field survey of the premises in September of 1995. The basis of bearings is N 45 deg 30' 00" E for a northern boundary of said 100.72 acres tract as conveyed in Deed Book 252, Page 540, Survey record 26-239.

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

(B) This real estate was originally conveyed to the state as collateral for school construction facility bonds. Once the construction project was completed, the intention was for the state to convey title of this real estate to the Board of Education of East Clinton Local School District. The purpose of this legislation is to fulfill this intention.

(C) Consideration for the conveyance of the real estate is \$1.

(D) The grantee shall pay all costs associated with the purchase and conveyance, including recording costs and fees.

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

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

(G) This section expires one year after its effective date.

SECTION 5. (A) The Governor may execute a deed in the name of the state conveying to the Twin Valley Community Local School District, Preble County, Ohio, and to its successors and assigns, all of the state's right, title, and interest in the following described real estate:

TRACT ONE

Situated in the Southeast Quarter, Section 33, T-6N, R-3E. Twin Township, Preble County, Ohio and being part of a 152.00 acre tract as described in Deed Book 345 at page 279 and being more fully described as follows:

Beginning at a point on East line of Southeast Quarter, Section 33 located S. 3 degrees-34'-13" E. and 636.12 feet from an (X) on a stone found at the Northeast corner, Southeast Quarter, Section 33, said point being the Northwest corner of a 8.563 acre tract as described in Deed Book 382, at page 281;

thence S. 3 degrees-34'-13" E. with East line of Southeast Quarter for 340.21 feet to Northeast corner of Out Lot 1 of Village of West Alexandria;

thence S. 86 degrees-21'-28" W. with North line of Out Lot 1 for 149.75 feet to Northwest corner of Out Lot 1;

thence S. 3 degrees-34'-13" E. with West line of Out Lot 1 for 1650.00 feet to a point in US Route 35 (Dayton Street) and to South line of Section

33;

thence S. 86 degrees-21'-28" W. with U S Route 35 and with South line of Southeast Quarter for 594.45 feet to a ½" carriage bolt set;

thence N. 3 degrees-34'-13" W. with a new division line for 1991.88 feet to a ½" pin set;

thence N. 86 degrees-29'-10" E. with a new division line for 744.20 feet to point of beginning, containing 28.344 acres of land, more or less. (This tract contains 0.273 acre in road right-of-way.)

Subject however to all legal highways, easements, right-of-ways, and restrictions of record at the time of recording of this instrument. Description based on survey by David A. Wilde. Registered Surveyor S6253, February 1999.

TRACT TWO

Being OutLot 1 as the same is known and designated on the recorded plat of the Village of West Alexandria, Preble County, Ohio.

Subject however to all legal highways, easements, rights-of-ways, and restrictions of record.

Prior Deed: Official Record 1, Page 246, Official Records of Preble County, Ohio.

Permanent Tax Parcel Nos: K37001805000001000 and K37001800700005000

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

(B) This real estate was originally conveyed to the state as collateral for school construction facility bonds. Once the construction project was completed, the intention was for the state to convey title of this real estate to the Twin Valley Community Local School District. The purpose of this legislation is to fulfill this intention.

(C) The real estate shall be conveyed as an entire tract and not as multiple parcels.

(D) Consideration for the conveyance of the real estate is \$1.

(E) The grantee shall pay all costs associated with the purchase and conveyance, including recording costs and fees.

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

(G) Upon payment of the purchase price, the Auditor of State, with the assistance of the Attorney General, shall prepare a deed to the real estate. The deed shall state the consideration and the terms and conditions. The deed shall be executed by the Governor in the name of the state, countersigned by the Secretary of State, sealed with the Great Seal of the

State, presented in the Office of the Auditor of State for recording, and delivered to the grantee. The grantee shall present the deed for recording in the office of the Preble County Recorder.

(H) This section expires one year after its effective date.

SECTION 6. (A) The Governor may execute a deed in the name of the state conveying to the West Clermont Local School District, Clermont County, Ohio, and to its successors and assigns, all of the state's right, title, and interest in the following described real estate:

Situated in Union Township, Clermont County, State of Ohio and in Merriweather Military Survey No. 1136 and more particularly described as follows:

Beginning at a point in the center line of Clough Pike, said point being North  $86^{\circ}$ -56' west 110.67 feet from the intersection of the center lines of Glen-Este-Williamsville Road and Clough Pike;

Thence continuing with the centerline of Clough Pike north  $86^{\circ}$ -56' west 400.00 feet to a nail;

Thence leaving the road north  $4^{\circ}$ -07' east 220.04 feet (passing a pipe at 25 feet) to a pipe;

Thence north  $86^{\circ}$ -56' west 200.00 feet to a pipe in an existing fence line, said line being Ludlow's west property line;

Thence with said line north  $4^{\circ}$ -07' east 724.64 feet to a pipe;

Thence with said fence line and with a separation line south  $86^{\circ}$ -56' east 600.00 feet to a pipe;

Thence south  $4^{\circ}$ -07' west 944.68 feet to the place of beginning.

Containing 12.00 acres, more or less. Subject to legal highways

Last transfer: Deed Book 451, Page 609, Recorder's Office, Clermont County, Ohio.

Permanent Tax Parcel: 413215E114

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

(B) This real estate was originally conveyed to the state as collateral for school construction facility bonds. Once the construction project was completed, the intention was for the state to convey title of this real estate to the West Clermont Local School District. The purpose of this legislation is to fulfill this intention.

(C) The real estate shall be conveyed as an entire tract and not as multiple parcels.

(D) Consideration for the conveyance of the real estate is \$1.

(E) The grantee shall pay all costs associated with the purchase and

conveyance, including recording costs and fees.

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

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

(H) This section expires one year after its effective date.

SECTION 7. (A) The Governor may execute a deed in the name of the state conveying to the Gallia County Rural Water Association, and to its successors and assigns, or to an alternative grantee, and to the alternate grantee's heirs and assigns or successors and assigns, all of the state's right, title, and interest in the following described real estate:

Situated in the State of Ohio County of Gallia, Township of Addison, being in Section 13, Town 4 N, Range 14 W, Ohio Company Purchase. Being part of that parcel of land described in Volume 180 Page 825, conveyed to the State of Ohio, and being more particularly described as follows:

Commencing at a Concrete Monument found at centerline station 933+36.19, said monument and stationing referenced to right of way plan Gal-35-13.45;

thence S 86°42'42" W along a random line a distance of 185.72 feet to an iron pin set in the existing right of way line of S.R. 735 at 120.00 feet left of centerline station 931+95.16, and being the Grantors south east comer, said point being the **True Place of Beginning**;

thence leaving said right of way line and along the Grantors southerly property line N 87° 24' 01" W (passing an iron pin found "Lambert" at 2.92 feet) a total distance of 403.54 feet to an iron pin set;

thence leaving said Grantors southerly property line the following nine courses:

- 1) N 02° 37' 33" E a distance of 14.43 feet to an iron pin set;
- 2) N 82° 15' 08" W a distance of 52.52 feet to an iron pin set;
- 3) N 64° 14' 07" W a distance of 103.83 feet to an iron pin set;
- 4) N 75° 59' 40" W a distance of 108.67 feet to an iron pin set;
- 5) N 83° 14' 38" W a distance of 109.48 feet to an iron pin set;

6) N 88° 17' 52" W a distance of 105.23 feet to an iron pin set;  
7) S 88° 24' 56" W a distance of 100.13 feet to an iron pin set;  
8) N 89° 31' 31" W a distance of 271.48 feet to an iron pin set;  
9) S 86° 28' 30" W a distance of 170.51 feet to an iron pin set on the Grantors westerly property line;

thence along the Grantors westerly property line N 19° 29' 41" E a distance of 378.98 feet to an iron pin found;

thence along the Grantors northerly property line S 87° 20' 08" E (passing an iron pin found at 670.77 feet and an iron pin set at 1603.75 feet) a total distance of 1702.02 feet to centerline station 937+47.45, 156.21 feet left, said point also being on the existing right of way line of State Route 735;

thence along said existing right of way line, also being the Grantors easterly property line S 60° 58' 53" W a distance of 12.57 feet to centerline station 937+36.19, 157.62 feet left;

thence along said existing right of way line S 46° 19' 04" W (passing an iron pin set at 203.63 feet) a total distance of 421.16 feet to an iron pin set;

thence along said existing right of way line S 46° 19' 02" W a distance of 141.03 to the Place of Beginning. The above described area of 13.240 acres, including the present road which occupies 0.00 acres is contained with Auditor's Parcel No. 002-555-192-00 which contains 14.860 acres more or less.

This description is prepared under the direction and supervision of Ronald F. Riser, Ohio Professional Surveyor No. S-7093\_for the Ohio Department of Transportation, and is based on a survey performed by The Ohio Department of Transportation in 2008. Subject to all legal easements and rights of way. All iron pins set are 5/8" x 30" with an attached plastic identification cap. (ODOT District 10). Grantor claims title by instrument(s) recorded in Volume 180, Page 825, in the Gallia County Recorder's Office. The bearings are based on the State Plane Coordinate System Ohio South, NAD 83 (NSRS2007).

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

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

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

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

(C)(1) The Director of Administrative Services shall offer the real estate to the Gallia County Rural Water Association through a real estate purchase agreement. Consideration for the conveyance of the real estate shall be at a price acceptable to the Director of Administrative Services and the Director of Developmental Disabilities.

(2) If the Gallia County Rural Water Association does not complete the purchase of the real estate within the time period provided in the real estate purchase agreement, the Director of Administrative Services may use any reasonable method of sale considered acceptable by the Department of Developmental Disabilities to determine an alternate grantee willing to complete the purchase within three years after the effective date of this section. The Department of Developmental Disabilities shall pay all advertising costs, additional fees, and other costs incident to the sale.

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

(E) The net proceeds of the sale shall be deposited into the state treasury to the credit of the Mental Health Facilities Improvement Fund (Fund 7033) under section 154.20 of the Revised Code, and shall be used to offset bond indebtedness for Gallipolis Developmental Center capital projects.

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

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

SECTION 9. (A) The Governor may execute a deed in the name of the state conveying to UC Health, and to its successors and assigns, or to an alternative grantee, and to the alternate grantee's heirs and assigns or successors and assigns, all of the state's right, title, and interest in the following described real estate:

Description of 1.5392 Acres

Goodman Street, Highland Avenue, Piedmont Avenue, Bellevue

## Avenue

City of Cincinnati, Ohio

Hamilton County, Ohio

Situate in the State of Ohio, County of Hamilton, City of Cincinnati, Township 3, Fractional Range 2, Section 14, Miami Purchase, and being all of Lots 401 thru 413, part of Lot 400, and part of Lots 414 thru 427 of Burnet and Reeder's Subdivision as recorded in Plat Book 1, Pages 4 thru 7 of the Hamilton County Recorder's Office, and more particularly described as follows:

BEGINNING at the intersection of the northerly right-of-way line of Piedmont Avenue and the westerly right-of-way line of Highland Avenue (a witness cross notch set in the top of the west curb of Highland Avenue at South 83 degrees 55 minutes 30 seconds East, 8.22 feet from this point, and a witness cross notch set in the top of the north curb of Piedmont Avenue at South 06 degrees 11 minutes 32 seconds West, 8.22 feet from this point);

Thence along the southerly right-of-way line of Piedmont Avenue North 83 degrees 55 minutes 30 seconds West, a distance of 324.18 feet (a witness cross notch set in the top of the north curb of Piedmont Avenue at South 06 degrees 09 minutes 58 seconds West, 11.70 feet from this point);

Thence leaving the southerly right-of-way line of Piedmont Avenue and along a line that is 25.00 feet east of and parallel to the easterly right-of-way line of Bellevue Avenue North 06 degrees 09 minutes 58 seconds East, a distance of 206.75 feet to a set 5/8" diameter iron pin;

Thence along a line that is 5.00 feet south of and parallel to the southerly right-of-way line of Goodman Avenue South 83 degrees 56 minutes 23 seconds East, a distance of 324.28 feet to the westerly right-of-way line of Highland Avenue (a witness cross notch set in the top of the west curb of Highland Avenue at South 83 degrees 56 minutes 23 seconds East, 8.92 feet from this point);

Thence along the westerly right-of-way line of Highland Avenue South 06 degrees 11 minutes 32 seconds West, a distance of 206.83 feet to the northerly right-of-way line of Piedmont Avenue and the BEGINNING;

Containing 1.5392 acres, more or less.

The bearings in the above description are based on the bearing of South 83 degrees 55 minutes 30 seconds East, for the northerly right-of-way line of Piedmont Avenue, as shown on Survey No. 23-10-6, City of Cincinnati Survey Records.

Based on a survey by Michael E. Brunner, Ohio P.S. 6910, in September 2004.

The foregoing description may be adjusted to accommodate any

corrections necessary to facilitate recordation of the deed.

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

(2) The deed may contain restrictions, exceptions, reservations, reversionary interests, and other terms and conditions the state or the University of Cincinnati determine to be in the best interest of the state, including restrictions that are reasonably necessary to protect the state's interest in neighboring state-owned land.

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

(C) Consideration for the conveyance of the real estate is \$15,000,000.

(D) If UC Health does not complete the purchase of the real estate within one year after the effective date of this section, the University of Cincinnati may use any reasonable method of sale to determine an alternate grantee. Conveyance to an alternate grantee shall be performed, and is subject to the same conditions, as if the alternate grantee were UC Health.

(E) The grantee and the University of Cincinnati shall share equally all costs associated with the purchase and conveyance.

(F) The net proceeds of the sale shall be paid to the University of Cincinnati and be deposited into the appropriate university accounts for purposes to be determined by the board of trustees.

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

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

SECTION 10. (A) The Governor may execute a deed in the name of the state conveying to the grantee, and to the grantee's heirs and assigns or successors and assigns, all of the state's right, title, and interest in the

following described real estate:

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

Prior Deed Reference: File # 2013-00003531  
Address: 2201 Mapleview Avenue, Dayton,  
Ohio 45420

Auditor's Tax Parcel ID No.: R72 14301 0055

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

The real estate shall be conveyed as an entire tract and not as multiple parcels.

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

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

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

The purchaser shall pay ten per cent of the purchase price to the Director of Administrative Services within five business days after receiving the notice the bid has been accepted. The purchaser shall pay the balance of the purchase price to the Director within sixty days after receiving notice the bid has been accepted. When the purchase price has been paid, the Director

and purchaser shall enter into a real estate purchase agreement, in the form prescribed by the Department of Administrative Services. The payments may be made in cash, or by bank draft or certified check made payable to the Treasurer of State. A purchaser who does not complete the conditions of the sale as prescribed in this division shall forfeit the ten per cent of the purchase price paid to the state as liquidated damages. If a purchaser fails to complete the purchase, the Director may accept the next highest bid, subject to the foregoing conditions. If the Director rejects all bids, the Director may repeat the sealed bid auction, or may use an alternative sale process that is acceptable to the Director of Mental Health and Addiction Services.

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

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

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

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

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

SECTION 11. (A) The Governor may execute a deed in the name of the state conveying to the grantee, and to the grantee's heirs and assigns or successors and assigns, all of the state's right, title, and interest in the following described real estate:

TRACT 1

Situated in the Township of Cambridge, County of Guernsey, State of Ohio and being 24.544 acres in northwest quarter of Section 3 of township 2 range 3 of the United States Military District and being more particularly described as follows,

Commencing at a broken stone marked S23 at the northwest corner of said section 3 thence with the west line of said section S 01° 33' 49" W a

distance of 1010.72 feet to an iron pin set thence leaving said section line S 88° 43' 07" E a distance of 675.71 feet to an iron pin set the BEGINNING thence with the lands of Mary M. Doench as recorded in official records volume 308 page 233 the next three calls,

1) S 88° 43' 07" E a distance of 647.36 feet to a 5/8 inch rebar found.

2) S 88° 43' 07" E a distance of 1029.49 feet to an iron pin set.

3) S 88° 43' 07" E a distance of 358.29 feet to a point in County Road 35 having passed through a one inch rebar found at 325.92 feet thence with the lands of Thomas Perkowski et al as recorded in official records volume 82 page 499 and with said County road 35 the next four calls,

1) S 01° 32' 24" W a distance of 58.34 feet to a point, said point being referenced by a 5/8 inch capped rebar found which bears N 86° 41' 05" E a distance of 50.00 feet.

2) thence with a tangent curve to the left having the following properties, Delta = 13° 44' 44" Radius = 572.96 feet and a chord that bears S 10° 11' 17" E a distance of 137.13 feet to a point.

3) S 17° 03' 39" E a distance of 506.53 feet to a point.

4) thence with a tangent curve to the right having the following properties, Delta = 56° 22' 00", Radius = 143.24 feet and a chord that bears S 11° 07' 21" W a distance of 135.30 feet to a point thence leaving said road and with the lands of Cambridge Real Estate Holdings as recorded in official records volume 465 page 1904 the next two calls,

1) N 84° 26' 33" W a distance of 629.16 feet to a 5/8 inch capped rebar found having passed through a 5/8 inch capped rebar found at 100.00 feet.

2) S 87° 47' 54" W a distance of 289.69 feet to a point having passed through an iron pin set at 279.69 feet thence with a new division through the lands of The State of Ohio as recorded in deed volume 215 page 522 the next two calls,

1) N 00° 46' 13" E a distance of 80.00 feet to an iron pin set.

2) N 89° 13' 47" W a distance of 50.05 feet to an iron pin set thence with the east line of State Street and the lands of Cambridge Township Trustees as recorded in official records volume 469 page 953 N 00° 46' 13" E a distance of 251.23 feet to an iron pin set thence crossing Toland Drive N 33° 41' 41" W a distance of 87.23 feet to an iron pin set thence with a new division through the lands of The State of Ohio as recorded in deed volume 215 page 522 the next three calls,

1) N 00° 47' 47" E a distance of 52.72 feet to an iron pin set.

2) N 89° 41' 33" W a distance of 495.20 feet to an iron pin set.

3) S 00° 47' 47" W a distance of 52.01 feet to an iron pin set thence with the north line of Toland Drive and the lands of Cambridge Township

Trustees as recorded in official records volume 469 page 953 N 89° 12' 13" W a distance of 680.45 feet to an iron pin set thence leaving said Toland Drive and with a new division line through the lands of The State of Ohio as recorded in deed volume 215 page 522 N 00° 47'47" E a distance of 388.76 feet to the BEGINNING and containing 26.214 acres and being a part of the property conveyed in deed volume 215 page 522 and being a part of auditors parcel# 02-03838.

Excepting 1.670 acres in said Toland Drive as conveyed to the Cambridge Township Trustees and recorded in official records volume 469 page 953 and conveying 24.544 acres in all.

Subject to all leases or easements of record. Iron pins set are 5/8 inch rebar, 30 inches long capped GARDNER PS-6884. Bearings are in degrees, minutes and seconds and are based on the grid meridian of the Ohio state plane south coordinate zone as determined by GPS observations. A survey of the above described property was made on December 30, 2012 by Steven L. Gardner, registered surveyor #6884

TRACT 2

Situated in the Township of Cambridge, County of Guernsey, State of Ohio and being 5.000 acres in the northwest quarter of Section 3 of township 2 range 3 of the United States Military District and being more particularly described as follows,

Commencing at a broken stone marked S23 at the northwest corner of said section 3 thence with the west line of said section S 01° 33' 49" W a distance of 1010.72 feet to an iron pin set thence leaving said section line S 88° 43' 07" E a distance of 118.82 feet to an iron pin set the BEGINNING thence with the lands of Mary M. Doench as recorded in official records volume 308 page 233 S 88° 43'07" E a distance of 556.89 feet to an iron pin set thence with a new division through the lands of The State of Ohio as recorded in deed volume 215 page 522 S 00° 47' 47" W a distance of 388.76 feet to an iron pin set thence with the north line of Toland Drive and the lands of Cambridge Township Trustees as recorded in official records volume 469 page 953 N 89° 12' 13" W a distance of 556.87 feet to an iron pin set thence leaving said Toland Drive and with a new division through the lands of The State of Ohio as recorded in deed volume 215 page 522 N 00° 47' 47" E a distance of 393.47 feet to the BEGINNING and containing 5.000 acres and being a part of the property conveyed in deed volume 215 page 522 and being a part of auditors parcel# 02-03838.

Subject to all leases or easements of record. Iron pins set are 5/8 inch rebar, 30 inches long capped GARDNER PS-68 84. Bearings are in degrees, minutes and seconds and are based on the grid meridian of the Ohio state

plane south coordinate zone as determined by GPS observations. A survey of the above described property was made on December 30, 2011 by Steven L. Gardner, registered surveyor #6884

TRACT 3

Situated in the Township of Cambridge, County of Guernsey, State of Ohio and being 73.000 acres in the northwest quarter of Section 3 and in the east half of Section 4 of township 2 range 3 and in the southeast quarter of Section 24 of township 3 range 3 of the United States Military District and being more particularly described as follows,

Commencing at a broken stone marked S23 at the northeast corner of said section 4 thence with the east line of said section S  $01^{\circ} 33' 49''$  W a distance of 587.96 feet to an iron pin set on the north side of a small creek the BEGINNING thence continuing with said section line S  $01^{\circ} 33' 49''$  W a distance of 422.76 feet to an iron pin set thence leaving said section line and with the lands of Mary M. Doench as recorded in official records volume 308 page 233 S  $88^{\circ} 43' 07''$  E a distance of 118.82 feet to an iron pin set thence with a new division line through the lands of The State of Ohio as recorded in deed volume 215 page 522 S  $00^{\circ} 47' 41''$  W a distance of 393.47 feet to an iron pin set thence with the north line of Toland Drive and the lands of Cambridge Township Trustees as recorded in official records volume 469 page 953 the next two calls,

1) N  $89^{\circ} 12' 13''$  W a distance of 67.91 feet to an iron pin set

2) thence with a tangent curve to the left having the following properties, Delta =  $89^{\circ} 28' 41''$ , Radius = 102.78 feet and a chord that bears S  $46^{\circ} 03' 27''$  W a distance of 144.69 feet to a magnail set thence with the west line of said Toland Drive S  $01^{\circ} 19' 05''$  W a distance of 1219.32 feet to a PK nail found thence with the south line of said Toland Drive S  $89^{\circ} 13' 22''$  E a distance of 40.00 feet to a PK nail found thence leaving said Toland Drive and with the east line of said section 4 and with the lands of Cambridge Township Trustees as recorded in official records volume 335 page 116 S  $01^{\circ} 47' 09''$  W a distance of 461.58 feet to a point on the north edge of Wills Creek having passed through 5/8 inch capped rebars found at 20.00 feet and 430.00 feet thence continuing with said section line and crossing said Wills Creek S  $01^{\circ} 47' 09''$  W a distance of 107.55 feet to a bent 5/8 inch rebar found thence along the south side of Wills Creek and with the lands of Jack D. and Debris Westover as recorded in official records volume 163 page 5 N  $76^{\circ} 41' 34''$  W a distance of 550.72 feet to a 5/8 inch rebar found thence continuing with the lands of said Westover and with an old road bed the next three calls,

1) N  $53^{\circ} 10' 24''$  W a distance of 199.16 feet to a bent 5/8 inch rebar

found.

2) N 38° 29' 44" W a distance of 65.71 feet to a 5/8 inch rebar found.

3) N 32° 01' 12" W a distance of 100.44 feet to a 5/8 inch rebar found thence leaving said road bed and with the lands of Stacy Enos as recorded in official records volume 87 page 72 N 71° 51' 23" E a distance of 79.41 feet to a point in the center of Wills Creek thence with the lands of Guernsey County Board of Commissioners as recorded in official records volume 78 page 686 the next six calls,

1) S 72° 16' 47" E a distance of 60.46 feet to a bent 5/8 inch capped rebar found on the north bank of Wills Creek.

2) S 68° 56' 25" E a distance of 295.66 feet to a 5/8 inch capped rebar found on the north side of Wills Creek.

3) N 49° 38' 57" E a distance of 143.53 feet to a 5/8 inch capped rebar found.

4) N 09° 16' 52" E a distance of 371.38 feet to a 5/8 inch capped rebar found.

5) N 00° 19' 22" W a distance of 972.13 feet to a 5/8 inch capped rebar found.

6) S 88° 17' 06" W a distance of 834.19 feet to a point in the center of Wills Creek having passed through a 5/8 inch capped rebar found at 749.54 feet thence with the center of said Wills Creek and with the lands of James M. and Kaye K. Anderson as recorded in official records volume 223 page 575 the next six calls,

1) N 13° 29' 39" W a distance of 551.04 feet to a point

2) N 19° 37' 21" W a distance of 111.89 feet to a point, said point being referenced by an iron pin set which bears N 70° 22' 39" E a distance of 85.64 feet.

3) N 19° 37' 21" W a distance of 186.09 feet to a point

4) N 32° 57' 14" W a distance of 234.70 feet to a point

5) N 46° 43' 38" W a distance of 463.36 feet to a point

6) N 53° 18' 03" W a distance of 220.93 feet to a point, said point being referenced by a magnail set in concrete in the center of the north railroad bridge abutment which bears N 08° 12' 35" W a distance of 80.04 feet thence leaving said Wills Creek and with the east line of the abandoned Pennsylvania Railroad the next two calls,

1) N 09° 59' 25" E a distance of 195.92 feet to an iron pin set on the north line of section 4

2) N 09° 59' 25" E a distance of 1459.60 feet to an iron pin set thence with the lands of Robert Hodges as recorded in deed volume 281 page 331 the next three calls,

- 1) S 80° 00' 35" E a distance of 4.41 feet to an iron pin set
- 2) Thence with a tangent curve to the left having the following properties, Delta=43° 46' 01", Radius=717.12 feet and a chord that bears S 12° 58' 13" E a distance of 534.57 feet to an iron pin set
- 3) S 36° 05' 35" E a distance of 1167.36 feet to an iron pin set on the north line of section 4 thence with the lands of Robert D. Ward as recorded in official records volume 104 page 613 the next four calls,
  - 1) S 36° 05' 35" E a distance of 285.10 feet to an iron pin set
  - 2) N 53° 54' 25" E a distance of 140.00 feet to an iron pin set
  - 3) S 36° 05' 35" E a distance of 635.96 feet to an iron pin set on the north side of a small creek.
  - 4) N 78° 15' 14" E a distance of 247.72 feet to the BEGINNING and containing 73.000 acres and being a part of the property conveyed in deed volume 215 page 522 and being a part of auditors parcel# 02-03838.

- 1.106 acres being in said section 3
- 57.411 acres being in said section 4
- 14.483 acres being in said section 24

Subject to all leases or easements of record. Iron pins set are 5/8 inch rebar, 30 inches long capped GARDNER PS-6884. Bearings are in degrees, minutes and seconds and are based on the grid meridian of the Ohio state plane south coordinate zone as determined by GPS observations. A survey of the above described property was made on December 30, 2011 by Steven L. Gardner, registered surveyor #6884.

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

The real estate may be conveyed as an entire tract or as multiple parcels.

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

(2) The deed or deeds may contain restrictions, covenants, and other terms and conditions the Director of Administrative Services and the Director of Mental Health and Addiction Services determine to be in the best interest of the state. The deed or deeds may contain restrictions the Directors determine are reasonably necessary to protect the state's interest in neighboring state-owned land. The deed or deeds also may contain restrictions prohibiting the grantee or grantees from occupying, using, or developing, or from selling, the real estate such that the use or alienation

will interfere with the quiet enjoyment of neighboring state-owned land.

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

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

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

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

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

(F) Upon payment of the purchase price, the Auditor of State, with the assistance of the Attorney General, shall prepare a deed to the real estate. The deed shall state the consideration and the terms and conditions. The deed shall be executed by the Governor in the name of the state, countersigned by the Secretary of State, sealed with the Great Seal of the State, presented in the Office of the Auditor of State for recording, and

delivered to the grantee. The grantee shall present the deed for recording in the office of the Guernsey County Recorder.

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

SECTION 12. (A) The Governor may execute a deed in the name of the state conveying to the grantee, and to the grantee's heirs and assigns or successors and assigns, all of the state's right, title, and interest in the following described real estate:

Being located in Virginia Military Survey No. 3315 and being 11.198 acres as conveyed to Universal Realty and Investment Corporation by deeds of record in Deed Book 1308, Pages 529 and 620 and Deed Book 2018, Pages 497, 500 and 503, all references being to records of the Recorder's Office, Franklin County, Ohio, and being more particularly bounded and described as follows:

Beginning at an iron pin at the intersection of the easterly right-of-way line of Sylvan Avenue with the northerly right-of-way line of the C. C. C. and St. Louis (now Penn-Central) Railroad;

thence along the easterly right-of-way line of Sylvan Avenue, North  $2^{\circ} 40'$  West, 212.40 feet to an iron pin at the intersection of said right-of-way line with the southerly right-of-way line of Alberta Street;

thence along the southerly right-of-way line of Alberta Street, North  $55^{\circ} 15'$  East, 388.89 feet to an iron pin at the point of intersection of said right-of-way line with the centerline of Algonquin Avenue produced southerly;

thence along the centerline of Algonquin Avenue and said centerline produced southerly, North  $2^{\circ} 40'$  West, (passing an iron pin at the intersection of said line with the centerline of Alberta Street at 23.6 feet), 538.34 feet to an iron pin at the northwesterly corner of the 1.895 acre tract conveyed to Universal Realty and Investment Corp. by deed of record in Deed Book 1808, Page 529;

thence along the northerly line of said 1.895 acre tract, North  $87^{\circ} 10'$  East, (passing an iron pin at 25.0 feet), 180.0 feet to an iron pin at the north-easterly corner of said 1.895 acre tract, being the southwesterly corner of "VALLEYVIEW HEIGHTS", as the plat of same is shown of record in Plat Book 29, Page 38;

thence along the southerly line of said "VALLEYVIEW HEIGHTS", North  $87^{\circ} 10'$  East, 27.0 feet to an iron pin at an angle point in said line;

thence continuing along the southerly line of "VALLEYVIEW HEIGHTS", North  $85^{\circ} 41'$  East, 332.96 feet to an iron pin at the southeasterly corner of said subdivision, being in the westerly line of the

15.216 acre tract conveyed to the City of Columbus by deed of record in Deed Book 2041, Page 384;

thence along the westerly line of said 15.216 acre tract, South 2° 39' 45" East, 64.73 feet to an iron pin at the southwesterly corner of said 15.216 acre tract;

thence along the southerly line of said 15.216 acre tract, North 87° 20' 15" East, 525.18 feet to an iron pin at the southeasterly corner of said tract, being the northeasterly corner of the 4.316 acre tract conveyed to Universal Realty and Investment Corp. by deed of record in Deed Book 2018, Page 500;

thence along the easterly line of said 4.316 acre tract, South 2° 40' East, 29.38 feet to an iron pin at the southeasterly corner of said tract in the northwesterly right-of-way line of the said Penn-Central Railroad;

thence along said right-of-way line, South 55° 17' West, 1645.33 feet to the place of beginning, containing 11.198 acres, more or less.

**EXCEPTION:**

Excepting from the above described tract of land 5.168 acres transferred to Dwayne Zimmer by Corporation Deed recorded in the Franklin County Recorder's Office on March 20, 2001 as Instrument No. 200103200056120, which exception is described as follows:

Situated in the State of Ohio, County of Franklin, Franklin Township, the City of Columbus, Township 1 North, Range 23 West, Virginia Military Survey No. 3315:

Being a part of the same premises as conveyed to the State of Ohio and recorded in Deed Book 3315, page 91 of the deed records in the Office of the Recorder of Franklin County, Ohio, and being more fully described as follows:

Commencing for a beginning at an iron pin found at the intersection of the easterly right-of-way line of Sylvan Ave. (60 foot right-of-way) with the northerly right-of-way line of the Penn-Central Railroad;

Thence with the easterly right-of-way line of Sylvan Ave. North 02° 40' 00" West a distance of 212.34 feet to an iron pin found;

Thence with the southerly right-of-way line of Alberta Street (50 foot right-of-way) North 55° 14' 55" East a distance of 388.92 feet to an iron pin found;

Thence with the centerline of Algonquin Ave. and said centerline produced southerly, North 02° 40' 24" West a distance of 538.30 feet to an iron pin found, said iron pin being the true place of beginning;

Thence with the north line of a 1.895 acre tract conveyed to Universal Realty and Investment Corp. and recorded in Deed Book 1808, Page 529,

North 87° 10' 00" East, passing an iron pin found at 25 feet, a distance of 180.00 feet to the southwest corner of Lot 28 in Valley Height subdivision as recorded in Plat Book 29, page 38;

Thence with the south line of Lot 28 North 87° 10' 00" East a distance of 27.00 feet to an angle point;

Thence with the south line of Lots 28, 29 and 30, North 85° 41' 00" East a distance of 332.96 feet to an iron pin found;

Thence with the west line of a 15.216 acre tract conveyed to the City of Columbus (Board of Education) and recorded in Deed Book 2041, page 384, South 02° 39' 45" East a distance of 64.59 feet to an iron pin set;

Thence with the south line of said 15.216 acre tract North 87° 20' 15" East a distance of 525.18 feet to an iron pin set;

Thence with the west line of a 4.316 acre tract conveyed to Universal Realty and Investment Corp. and recorded in Deed Book 2018, Page 500 South 02° 40' 00" East a distance of 29.38 feet to an iron pin set;

Thence with the northerly right-of-way line of the Penn-Central Railroad South 55° 16' 23" West a distance of 565.00 feet to a point;

Thence South 85° 41' West a distance of 282.73 feet to a point;

Thence North 04° 19' West a distance of 300.47 feet to a point;

Thence South 85° 41' West a distance of 295.00 feet to a point;

Thence North 02° 40' 24" West a distance of 100.00 feet to the point of beginning, containing 5.168 acres, more or less.

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

The real estate may be conveyed as an entire tract or as multiple parcels.

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

(2) The deed may contain restrictions, covenants, and other terms and conditions the Director of Administrative Services and the Director of Mental Health and Addiction Services determine to be in the best interest of the state.

(C) The Director of Administrative Services shall conduct a sealed bid auction, and the real estate shall be sold to the highest bidder at a price acceptable to the Director of Administrative Services and the Director of Mental Health and Addiction Services. The Director of Administrative Services shall advertise the sale in a newspaper of general circulation within

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

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

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

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

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

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

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

SECTION 13. (A) The Governor may execute a deed in the name of the state conveying to the grantee, and to the grantee's heirs, successors, and

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

PARCEL I

Situated in the Township of Concord, County of Delaware and State of Ohio and known as the "Ohio White Sulfur Springs Property" and bounded and described as follows.

A tract of land containing one hundred and twenty acres, be the same more or less. Part of Survey numbered fourteen hundred and twenty one (1421) in the Virginia Military District: Beginning at the original corner of said Survey at a point on the west side of the Scioto River at low water mark distant two perches from a beech and stone on the bank of said River, thence South  $75^{\circ}$  West two hundred and thirty-seven (237) poles to a box elder, thence North ten ( $10^{\circ}$ ) degrees West Eighty Eight (88) poles to a hickory, beech and Sugar tree, the Southwest corner of the James McKitrick tract, thence with the line of said McKitrick tract North  $75^{\circ}$  East two hundred and nineteen (219) poles to a white oak on the River, and thence with the River Eighty Eight (88) poles to the place of beginning.

Prior reference Deed Record 60 Page 469 recorded on July 24, 1869

Excepting from the above described tract the following four parcels:

Parcel 1, Deed Record 578 Page 832

Situated in the Township of Concord, County of Delaware, State of Ohio, being part of Farm Lot 2 in C. Baldwin's Virginia Military Survey Number 1421 and being more particularly described as follows:

Beginning at a railroad spike found at the intersection of the centerline of County Road 124 (Home Road) and State Route 745;

Thence South  $10^{\circ}00'23''$  East, along the said centerline of the State Route 745, a distance of 520.50 feet to a railroad spike set;

Thence South  $80^{\circ}13'16''$  West (passing a steel fence post found at 31.47 feet and an iron pipe set at 2,277.23 feet), a total distance of 2,282.23 feet to a steel fence post found, being on the west line of Farm Lot 2, all iron pipes set are with a plastic cap marked "SLSS RS 6612";

Thence North  $03^{\circ}15'06''$  West, along the said west line of Farm lot 2 (passing an iron pipe set at 5.00 feet and passing an iron pipe found at 318.34 feet), a total distance of 507.27 feet to a cornerstone found, being the northwest corner of Farm lot 2;

Thence North  $79^{\circ}47'43''$  East, along the north line of said Farm Lot 2, and along the centerline of County Road 124 (Home Road) (passing a railroad spike found at 357.68 feet), a total distance of 2,222.56 feet to the

POINT OF BEGINNING, and containing 26.481 acres, being part of an original 120 acre tract, as described in Deed Book 60, Page 469 and surveyed by Frank Celio on June 6, 1988. Be the same more or less but subject to all legal easements, restrictions, and rights-of-way, if any, of record.

Parcel 2, Deed Record 601 Page 142

Being a parcel out of those lands under the jurisdiction of the Ohio Department of Youth Services situated in the Township of Concord, County of Delaware, State of Ohio, being part of Farm Lot 2 in C. Baldwin's Virginia Military Survey Number 1421 and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerlines of County Road 124 (Home Road) and State Route 745 (Dublin Road);

Thence South  $10^{\circ}00'23''$  East, along the said centerline of State Route 745, a distance of 848.68 feet to a railroad spike set, being the TRUE POINT OF BEGINNING of the following described tract;

Thence North  $79^{\circ}59'37''$  East, (passing an iron bar set at 30.00 feet) a total distance of 265.02 feet to an iron bar set, all iron bars set are set with a plastic cap marked "SLSS RS 6612";

Thence South  $10^{\circ}00'23''$  East, a distance of 336.10 feet to an iron bar set;

Thence South  $79^{\circ}59'37''$  West, (passing an iron bar set at 235.02 feet) a total distance of 265.02 feet to a railroad spike set, being in the said centerline of State Route 745;

Thence North  $10^{\circ}00'23''$  West, along the said centerline of State Route 745, a distance of 366.10 feet to the TRUE POINT OF BEGINNING;

Containing 2.045 acres, more or less, being part of an original 120 acre tract as described in Deed Book 60, Page 469, maintained in the Delaware County, Ohio, Recorder's Office;

Subject to all easements, restrictions and right-of-way, if any, of record.

Surveyed by Frank Cellio, Surveyor, Registration Number 6612 on March 26, 1992. Basis of bearings is assumed.

Parcel 3, Official Record 239 Page 2429-2432

Situate in the State of Ohio, County of Delaware, Township of Concord, located in Farm Lot 2 in C. Baldwin's Virginia Military Survey No. 1421, and being part of a 120.0 acre tract conveyed to State of Ohio as conveyed in Deed Book 60, Page 469, Delaware County Recorder's Office, and being more particularly described as follows:

Beginning, for reference, at a railroad spike found in the centerline of

Dublin Road (State Route 745) marking the southeast corner of said 120.0 acre tract and northeast corner of a 86.0 acre tract conveyed to Mary Janet Held in Deed Book 453, Page 776 and in the south line of Farm Lot 2;

Thence South  $80^{\circ}27'12''$  West 1410.00 feet, along the south line of Farm Lot 2 and said 120.0 acre tract and of a 0.918 acre lease tract conveyed to Del-Co Water in Lease Volume 48, Page 218, and north line of said 86.0 acre tract, to an iron pin found marking the southwest corner of said 0.918 acre tract and being the principal place of beginning of the herein described tract:

Thence continuing South  $80^{\circ}27'12''$  West 999.61 feet, along the south line of Farm Lot 2 and said 120.0 acre tract and north line of said 86.0 acre tract, to a steel post found marking the southwest corner of said 120.0 acre tract and the northwest corner of said 86.0 acre tract and southeast corner of a 16.050 acre tract conveyed to Richard A. Petke and Carol L. Bennington in Deed Book 551, Page 538 and being the southwest corner of Farm Lot 2 and the southeast corner of Farm Lot 1;

Thence North  $03^{\circ}10'43''$  West 995.43 feet, along the west line of Farm lot 2 said 120.0 acre tract and the east line of Farm Lots 1 and 4 and said 16.050 acre tract, to an iron pin found marking the northwest corner of said 120.0 acre tract and the southwest corner of a 26.481 acre tract conveyed to Concord Township Trustees in Deed Book 578, Page 832;

Thence North  $80^{\circ}13'16''$  East 951.14 feet, along the north line of said 120.0 acre tract and south line of said 26.481 acre tract, to an iron pin set;

Thence South  $07^{\circ}58'55''$  East 793.44 feet, across said 120.0 acre tract, to the north line of said 0.918 acre tract, to an iron pin set;

Thence South  $80^{\circ}27'12''$  West 40.26 feet along the north line of said 0.918 acre lease tract, to an iron pin found marking the northwest corner of said 0.918 acre lease tract;

Thence South  $09^{\circ}32'48''$  East 200.00 feet, along the west line of said 0.918 acre tract, to the principal place of beginning, containing an area of 22.415 acres, more or less.

Basis of bearings from Deed Book 578, Page 832, based on the south line of the 26.481 acre tract being North  $80^{\circ}13'06''$  East. A survey of the above described premises was done by Bradley J. Patridge P.S. 7068, in September, 2000. All iron pins set are capped PATRIDGE SURVEYING. All reference deeds are on file at the Delaware County Recorder's Office, Delaware, Ohio.

Parcel 4, Deed Record 60 Page 469

Being part of the lands last transferred to the state of Ohio as recorded in deed book 60 page 469 of the Delaware County Recorder's Office and

being further located as follows:

Being all of Delaware County Auditor's Parcel No. 60024003007000, that is lying west of State Route 745 and being located in Farm Lot 2, in C. Baldwin's Virginia Military Survey No. 1421, Situated in Concord Township, Delaware County, State of Ohio, and containing approximately 30 acres more or less.

PARCEL II

Situated in the Township of Concord, County of Delaware and State of Ohio and known as the "Ohio White Sulfur Springs Property" and bounded and described as follows.

A tract of Land containing sixty and 26 ½ hundredths (60 26½/100) acres be the same more or less. Part of Survey number twenty six hundred and forty two, (2642) in said Military District.

Commencing at a stone on a post on the west bank of the Scioto River at the northeast corner of said survey number twenty six hundred and forty two, (2642),

Running thence South 75°25' West along the boundary of the survey ninety two (92) rods to a post and three stones in the center of the State Road,

Thence South 20 ½° East along the center of the road eighty one 7/25 (81 7/25) poles to a post and three stones,

Thence North 78°28' East along the boundary of the survey one hundred and thirty one (131) rods to a post and a pile of stones on the west bank of the river,

And thence up the west bank of the river with its meanders North 33 ½° West forty two and 9/10 (42 9/10) poles

And thence North 48 ½° West fifty eight (58) poles to the place of beginning.

Being the same premises which were heretofore conveyed by John W. Ferry and wife to same James W. Gaff by deed dated the 1st day of January A.D. 1868, and recorded in Vol. 59 page 16 of the land records in the said county of Delaware, State of Ohio.

Prior reference, Deed Record 60 Page 469

Parcel number 600-240-03-008-000

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

The real estate may be conveyed as an entire tract or as multiple parcels.

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

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

(2) The deed or deeds may contain restrictions, covenants, and other terms and conditions the Director of Administrative Services and the Director of Youth Services determine to be in the best interest of the state.

(C)(1) The Director of Administrative Services shall offer the sale of the real estate in the manner described in division (C)(2) or (3) of this section.

(2) The Director of Administrative Services may offer the sale of the real estate to the City of Columbus, Ohio, through a real estate purchase agreement. Consideration for the conveyance of the real estate shall be at a price acceptable to the Director of Administrative Services and the Director of Youth Services. The consideration shall be paid at closing.

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

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

The Department of Youth Services shall pay advertising costs incident

to the sale of the real estate.

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

(E) The net proceeds of the sale shall be deposited into the state treasury to the credit of the Juvenile Correctional Building Fund (Fund 7028) under section 154.24 of the Revised Code.

(F) Upon payment of the purchase price, the Auditor of State, with the assistance of the Attorney General, shall prepare a deed or deeds to the real estate. The deed or deeds shall state the consideration and the terms and conditions. The deed or deeds shall be executed by the Governor in the name of the state, countersigned by the Secretary of State, sealed with the Great Seal of the State, presented in the Office of the Auditor of State for recording, and delivered to the grantee or grantees. The grantee or grantees shall present the deed or deeds for recording in the office of the Delaware County Recorder.

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

SECTION 14. (A)(1) Notwithstanding division (B)(3) of section 123.01 of the Revised Code, the Superintendent of the State Highway Patrol may request the Director of Administrative Services, on behalf of the Department of Public Safety, Division of State Highway Patrol, to sell by sealed bid of public auction, all of the state's right, title, and interest in the real property located at 260 Niles Cortland Road NE, Warren, Ohio 44484, and described in division (A)(2) of this section.

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

Situated in the Township of Howland, County of Trumbull and State of Ohio:

And known as being a part of Lot Number 28 according to the original survey of said Howland Township and is bounded and further described as follows:

Beginning at a point in the center line of State Route No. 46, said point being North 00° 02' West a distance of 825.12 feet along the said center line from the intersection of said center line with the center line of the Warren-Sharon Road;

Thence North 00° 02' West, and along the said center line of State Route

No. 46, a distance of 115.00 feet to a point;

Thence South 87° 26' East a distance of 355.00 feet, to a point;

Thence South 0° 02' East a distance of 115.00 feet to a point;

Thence North 87° 26' West a distance of 355.00 feet but to the place of beginning and containing within said bounds about .94 of an acre of land, be the same more or less but subject to all legal highways.

Said property is currently being shown on the Trumbull County Tax Duplicate as Parcel Number 28-133576

Known for street numbering purposes as: 260 Niles Cortland Road NE, Warren, Ohio 44484

Prior Instrument Reference: 201011300022413, Trumbull County Records.

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

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

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

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

The purchaser shall pay ten per cent of the purchase price to the Director of Administrative Services within five business days after receiving the notice the bid has been accepted. The purchaser shall pay the balance of the purchase price to the Director within sixty days after receiving notice the bid has been accepted. When the purchase price has been paid, the Director and purchaser shall enter into a real estate purchase agreement, in the form prescribed by the Department of Administrative Services. The payments may be made in cash, or by bank draft or certified check made payable to

the Treasurer of State. A purchaser who does not complete the conditions of the sale as prescribed in this division shall forfeit the ten per cent of the purchase price paid to the state as liquidated damages. If a purchaser fails to complete the purchase, the Director may accept the next highest bid, subject to the foregoing conditions. If the Director rejects all bids, the Director may repeat the sealed bid auction or public auction, or may use an alternative sale process that is acceptable to the Superintendent of the State Highway Patrol.

The Superintendent of the State Highway Patrol shall pay advertising and other costs incident to the sale of the real estate.

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

(E) The net proceeds of the sale shall be deposited into the state treasury to the credit of the Highway Patrol Justice Contraband Fund under section 2981.14 of the Revised Code.

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

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

SECTION 15. (A)(1) Notwithstanding division (B)(3) of section 123.01 of the Revised Code, the Superintendent of the State Highway Patrol may request the Director of Administrative Services, on behalf of the Department of Public Safety, Division of State Highway Patrol, to sell by sealed bid or public auction, all of the state's right, title, and interest in the real property located at 4300 Lincoln Way NW, Massillon, Ohio 44647, and described in division (A)(2) of this section.

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

Situated in the Township of Tuscarawas, County of Stark and State of Ohio: Being a part of the S.E.  $\frac{1}{4}$  Section 10, Township 12, Range 10, Stark

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

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

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

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

Prior reference Record Volume 1110, Page 91.

Excepting 0.6626 acres transferred to the City of Massillon by the Dedication Plat of Right-of-Way recorded in the Stark County Recorder's Office as Instrument No. 200310240102847.

Said 10.00 acres has been annexed into the City of Massillon by Annexation Plat recorded in the Stark County Recorder's Office in Volume 57, Page 114.

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

The real estate may be sold as an entire tract or as multiple parcels.

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

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

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

The Superintendent of the State Highway Patrol shall pay advertising and other costs incident to the sale of the real estate.

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

(E) The net proceeds of the sale shall be deposited into the state treasury to the credit of the State Highway Safety Fund under section 4501.06 of the Revised Code.

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

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

SECTION 16. (A) The Governor may execute a deed or deeds in the name of the state conveying to the grantee, and to the grantee's heirs and assigns or successors and assigns, all of the state's right, title, and interest in the following described real estate:

**Allen Oakwood Correctional Institution, Lima, Allen County**

<b>Property Address</b>	<b>City</b>	<b>County</b>
100 East Bluelick Road	Lima	Allen
101 Oval Drive	Lima	Allen
102 Oval Drive	Lima	Allen
103 Oval Drive	Lima	Allen
105 Oval Drive	Lima	Allen
2336 North West Street	Lima	Allen
250 East Bluelick Road	Lima	Allen

**Grafton Correctional Institution, Grafton, Lorain County**

<b>Property Address</b>	<b>City</b>	<b>County</b>
1641 South Avon Belden Road	Grafton	Lorain
1757 South Avon Belden Road	Grafton	Lorain
2069 South Avon Belden Road	Grafton	Lorain
2354 South Avon Belden Road	Grafton	Lorain
900 East Capel Road	Grafton	Lorain

**Hocking Correctional Institution, Nelsonville, Hocking County**

<b>Property Address</b>	<b>City</b>	<b>County</b>
16761 Snake Hollow Road	Nelsonville	Hocking

**Lebanon Correctional Institution, Lebanon, Warren County**

<b>Property Address</b>	<b>City</b>	<b>County</b>
3795 1/2 State Route 63	Lebanon	Warren
3795 W. State Route 63	Lebanon	Warren

**London Correctional Institution, London, Madison County**

<b>Property Address</b>	<b>City</b>	<b>County</b>
1580 State Route 56	London	Madison

**Mansfield Correctional Institution, Mansfield, Richland County**

<b>Property Address</b>	<b>City</b>	<b>County</b>
1088 North Main Street	Mansfield	Richland
1149 Olivesburg Road	Mansfield	Richland
1700 Harrington-Memorial Road	Mansfield	Richland
3005 Olivesburg Road	Mansfield	Richland
1067 Olivesburg Road	Mansfield	Richland

**Marion Correctional Institution, Marion, Marion County**

<b>Property Address</b>	<b>City</b>	<b>County</b>
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1312 Likens Road	Marion	Marion
1659 Scioto Village Dr.	Marion	Marion
1669 Scioto Village Drive	Marion	Marion
1674 Scioto Village Dr.	Marion	Marion
1686 Scioto Village Dr.	Marion	Marion
1693 Scioto Village Dr.	Marion	Marion
1698 Scioto Village Drive	Marion	Marion
1705 Scioto Village Dr.	Marion	Marion
1710 Scioto Village Dr.	Marion	Marion
1717 Scioto Village Drive	Marion	Marion
745 Likens Road	Marion	Marion
813 Likens Rd.	Marion	Marion
924 Likens Road	Marion	Marion

**Ohio Reformatory for Women, Marysville, Union County**

<b>Property Address</b>	<b>City</b>	<b>County</b>
1611 Collins Avenue	Marysville	Union

**Ohio State Penitentiary, Youngstown, Mahoning County**

<b>Property Address</b>	<b>City</b>	<b>County</b>
6598 South Timberidge Avenue	Youngstown	Mahoning

**Pickaway Correctional Institution, Orient, Pickaway County**

<b>Property Address</b>	<b>City</b>	<b>County</b>
PCI Unit 1 - 11781 State Route 762	Orient	Pickaway
PCI Unit 2 - 11781 State Route 762	Orient	Pickaway
PCI Unit 3 - 11781 State Route 762	Orient	Pickaway
PCI Unit 4 - 11781 State Route 762	Orient	Pickaway
PCI Unit 6 - 11781 State Route 762	Orient	Pickaway

**Ross Correctional Institution, Chillicothe, Ross County**

<b>Property Address</b>	<b>City</b>	<b>County</b>
101 Reservation Circle	Chillicothe	Ross
102 Reservation Circle	Chillicothe	Ross
103 Reservation Circle	Chillicothe	Ross
104 Reservation Circle	Chillicothe	Ross
105 Reservation Circle	Chillicothe	Ross
106 Reservation Circle	Chillicothe	Ross

107 Reservation Circle	Chillicothe	Ross
108 Reservation Circle	Chillicothe	Ross
109 Reservation Circle	Chillicothe	Ross
110 Reservation Circle	Chillicothe	Ross
111 Reservation Circle	Chillicothe	Ross
112 Reservation Circle	Chillicothe	Ross
113 Reservation Circle	Chillicothe	Ross
114 Reservation Circle	Chillicothe	Ross
115 Reservation Circle	Chillicothe	Ross
116 Reservation Circle	Chillicothe	Ross
117 Reservation Circle	Chillicothe	Ross
118 Reservation Circle	Chillicothe	Ross
119 Reservation Circle	Chillicothe	Ross
120 Reservation Circle	Chillicothe	Ross
121 Reservation Circle	Chillicothe	Ross
122 Reservation Circle	Chillicothe	Ross
123 Reservation Circle	Chillicothe	Ross
124 Reservation Circle	Chillicothe	Ross
125 Reservation Circle	Chillicothe	Ross
126 Reservation Circle	Chillicothe	Ross
127 Reservation Circle	Chillicothe	Ross
128 Reservation Circle	Chillicothe	Ross
129 Reservation Circle	Chillicothe	Ross
130 Reservation Circle	Chillicothe	Ross
14096 Pleasant Valley Road	Chillicothe	Ross
14130 Pleasant Valley Road	Chillicothe	Ross
14166 Pleasant Valley Road	Chillicothe	Ross
14573 Pleasant Valley Road	Chillicothe	Ross
16776 State Route 104	Chillicothe	Ross

**Southeastern Correctional Institution, Lancaster, Fairfield County**

<b>Property Address</b>	<b>City</b>	<b>County</b>
1513 Hamburg Road	Lancaster	Fairfield

**Southern Ohio Correctional Facility, Lucasville, Scioto County**

<b>Property Address</b>	<b>City</b>	<b>County</b>
1187 Cook Road	Lucasville	Scioto
1223 Cook Road	Lucasville	Scioto
170 Marca Drive	Lucasville	Scioto

The foregoing description may be adjusted to accommodate any corrections necessary to facilitate recordation of the deed or deeds.

(B) A parcel of real estate described above shall be conveyed only if the

Director of Administrative Services and the Director of Rehabilitation and Correction first have determined that the parcel is surplus real property no longer needed by the state and that the conveyance is in the best interest of the state.

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

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

(D) The Director of Administrative Services and the Director of Rehabilitation and Correction shall determine whether to convey the parcels of real estate by sealed bid, by public auction, by means of a negotiated real estate sale agreement, or by other lawful means.

(E) If the Director of Administrative Services sells a parcel by sealed bid or public auction, the parcel shall be sold to the highest bidder at a price acceptable to the Director of Administrative Services and the Director of Rehabilitation and Correction. The Director of Administrative Services shall advertise the sale of the real estate in a newspaper of general circulation within each respective county once per week for three consecutive weeks before the date on which the sealed bids are to be opened. The Director of Administrative Services shall notify the successful bidder in writing. The Director of Administrative Services may reject any or all bids.

The purchaser shall pay ten per cent of the purchase price to the Director of Administrative Services within five business days after receiving the notice the bid has been accepted. The purchaser shall pay the balance of the purchase price to the Director within sixty days after receiving notice the bid has been accepted. When the purchase price has been paid, the Director and purchaser shall enter into a real estate purchase agreement, in the form prescribed by the Department of Administrative Services. The payments may be made in cash, or by bank draft or certified check made payable to the Treasurer of State. If a purchaser does not make the final payment in a timely manner, the ten per cent payment is forfeited to the state as liquidated damages. If a purchaser fails to complete the purchase, the Director may accept the next highest bid, subject to the foregoing conditions. If the Director rejects all bids, the Director may repeat the sealed bid auction or

public auction, or may use an alternative sale process that is acceptable to the Director of Rehabilitation and Correction.

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

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

(G) The net proceeds of the sale shall be deposited into the state treasury to the credit of the Property Receipts Fund under section 5120.22 of the Revised Code.

(H) Upon payment of the purchase price, the Auditor of State, with the assistance of the Attorney General, shall prepare a deed to the parcel of real estate that has been sold. The deed shall state the consideration and the terms and conditions. The deed shall be executed by the Governor in the name of the state, countersigned by the Secretary of State, sealed with the Great Seal of the State, presented in the Office of the Auditor of State for recording, and delivered to the grantee. The grantee shall present the deed for recording in the office of the county records of the county in which the real estate is located.

(I) This section expires two years after its effective date.

SECTION 17. (A) The Governor may execute a deed or deeds in the name of the state conveying to the grantee, and to the grantee's heirs and assigns or successors and assigns, all of the state's right, title, and interest in the following described real estate:

Property 1

Situated in the State of Ohio, County of Franklin, City of Worthington, and being lot number Thirty-six (36) of Benjamin S. Gheen's Sunnyview Addition, being a subdivision of Lot Number 3 of Griswold Heir's Subdivision, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book No. 17, pages 14 and 15, Recorder's Office, Franklin County, Ohio.

Together with any and all interest the Grantor(s) may have in that portion of right of way as vacated by Village of Worthington by Ordinance No. 0546 as adopted on 12-06-1937.

Property 2

Situated in the City of Worthington, County of Franklin, and State of Ohio

Being all of Lot 94, part of Lot 93, part of Lot 88 and part of Howard

Place (vacated by Worthington Village Council Ordinance No. 1381, dated July 5, 1955) as said lots and Howard Place are shown in the Subdivision of Reserve "B" of Colonial Hills Plat No. 2, recorded in Plat Book 21, page 11, Franklin County Recorder's Office, and being more particularly bounded and described as follows:

Beginning at an iron pin at the northeasterly corner of said Lot 94, the westerly line of Forest Avenue (25 feet in width); thence southerly, with the easterly line of said Lot 94, the westerly line of said Forest Avenue, a distance of 160 feet, more or less, to an iron pin, the southeasterly corner of said Lots 94 and 93, the northeasterly corner of said Lot 88; thence continuing southerly with the easterly line of said Lot 88, the westerly line of said Forest Avenue, a distance of 144.76 feet, more or less, to an iron pin at the southeasterly corner of said Lot 88, the northerly line of Park Overlook Drive (60 feet in width); thence westerly with the southerly line of said Lot 88, the northerly line of Park Overlook Drive, and with a curve to the left having a radius of 956.70 feet, a distance of 5.81 feet, more or less, to an iron pin, said iron pin being the point of intersection of the northerly line of said Park Overlook Drive and the northeasterly line of said Howard Place (vacated); thence continuing westerly with the northerly line of said Park Overlook Drive and with a curve to the left having a radius of 956.70 feet, a distance of 4.19 feet to an iron pin; thence northerly, parallel to the easterly line of said Lot 88 and 10 feet westerly therefrom, a distance of 152.20 feet, more or less, to an iron pin in the northeasterly line of said Lot 93, the southwesterly line of said Lot 94, passing an iron pin in the northerly line of said Lot 88, the southerly line of said Lot 93, at 143.90 feet; thence northwesterly, with the northeasterly line of said Lot 93, the southwesterly line of said Lot 94, a distance of 171.68 feet, more or less, to an iron pin at the southwesterly corner of said Lot 94, the southeasterly line of Howard Street (50 feet in width); thence northeasterly, with the northwesterly line of said Lot 94, the southeasterly line of said Howard Street, and with a curve to the left having a radius of 300 feet, a distance of 60 feet, more or less, to an iron pin at the northwesterly corner of said Lot 94; thence easterly with the northerly line of said Lot 94, a distance of 114.66 feet to the place of beginning.

Together with any and all interest the Grantor may have in that portion of Howard Street as vacated by the City of Worthington by Ordinance No. 75-60, and, any and all interest the Grantor may have in that portion of Forest Avenue as vacated by the City of Worthington by Ordinance No. 96-94.

The above referenced Property 1 is known as Franklin County Parcel

Number 100-000601. The above referenced Property 2 is known as Franklin County Parcel Number 100-001348.

The foregoing descriptions may be adjusted to accommodate any corrections necessary to facilitate recordation of the deed or deeds.

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

(2) The deed or deeds may contain restrictions, exceptions, reservations, reversionary interests, and other terms and conditions the state or The Ohio State University determine to be in the best interest of the state, including restrictions that are reasonably necessary to protect the state's interest in neighboring state-owned land. 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 by The Ohio State University without the necessity of further legislation.

(C) The Ohio State University shall determine whether to convey the real estate by sealed bid, by public auction, or by means of a negotiated real estate sale agreement.

(D) The grantee and The Ohio State University shall reach an agreement regarding payment of the costs associated with the purchase and conveyance.

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

(F) Upon payment of the purchase price, the Auditor of State, with the assistance of the Attorney General, shall prepare a deed or deeds to the real estate. The deed or deeds shall state the consideration and the terms and conditions. The deed or deeds 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 or deeds for recording in the office of the Franklin County Recorder.

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

SECTION 18. (A) Notwithstanding division (A)(5) of section 123.01 of the Revised Code, the Director of Administrative Services may execute a perpetual easement in the name of the state granting to the City of

Columbus, and its successors and assigns, a perpetual easement for sanitary sewer purposes burdening the following described real estate:

**DESCRIPTION OF A 0.685 ACRE SANITARY SEWER EASEMENT**

Being situated in the State of Ohio, County of Franklin, City of Columbus and being located in Parcel Four of the OSU North Urban Renewal Plat No. 2 as recorded in Plat Book 38, Page 94, Parcel One of the OSU North Urban Renewal Plat No. 1 as recorded in Plat Book 37, Page 56, and R.P. Woodruff's Agricultural College Addition (Plat Book 2, Page 203) of the Franklin County Recorder's Office and being more particularly described as follows:

COMMENCING at a point with the intersection of the westerly right of way line of North High Street (right of way varies) and the northerly right of way line of vacated Woodruff Avenue (60 feet wide);

Thence North  $08^{\circ} 14' 37''$  West a distance of 381.54 feet along the westerly right of way line of North High Street to the Point of Beginning;

Thence North  $86^{\circ} 18' 05''$  West a distance of 1493.47 feet leaving the westerly right of way line of North High Street across the grantor's property to a point on the westerly right of way line of Neil Avenue (60 feet wide);

Thence North  $03^{\circ} 41' 55''$  East a distance of 20.00 feet along the westerly right of way line of Neil Avenue to a point;

Thence South  $86^{\circ} 18' 05''$  East a distance of 1489.24 feet leaving the westerly right of way line of Neil Avenue across the grantor's property to a point on the westerly right of way line of North High Street;

Thence South  $08^{\circ} 14' 37''$  East a distance of 20.44 feet along the westerly right of way line of North High Street to the Point of Beginning and containing 0.685 Acres, more or less, and subject to all legal easements, agreements and rights-of-way of record.

This description was prepared by Tony W. Meacham, Ohio Professional Surveyor Number 7799 from an actual field survey performed by Korda/Nemeth Engineering, Inc. in July 2010.

The bearings in this description are based on State Plane Ground, South Zone, NAD83(86) occupying Franklin County Monuments "Ringle" and "Latitude Stone Reset". The ground to grid scale factor is 0.99996288. This survey was completed by traversing from the Franklin County Engineer's Monument's using conventional survey methods and placing the ground coordinates by utilizing the average of the published grid factors from the subject monuments.

The foregoing description may be adjusted to accommodate any corrections necessary to facilitate recordation of the perpetual easement.

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

(C) Consideration for granting the perpetual easement is \$1.00.

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

(E) This section expires one year after its effective date.

SECTION 19. (A) The Governor is authorized to execute a deed in the name of the state, on behalf of Cleveland State University, conveying to Scripps Media, Inc., its heirs and assigns or its successors and assigns, all of the state's right, title, and interest in, an approximate 0.594 acre portion of two adjoining land parcels located at Chester Avenue and East 30th Street, City of Cleveland, County of Cuyahoga, which consists of a portion of a parking lot owned by the state of Ohio that is under the jurisdiction of Cleveland State University.

(B) Cleveland State University, with the assistance of the Department of Administrative Services, shall develop a legal description of the real estate in conformity with the actual bounds of the real estate to be conveyed.

(C) As consideration for conveyance of the real estate from Cleveland State University, Scripps Media, Inc. shall convey by warranty deed fee simple title to the state for the use and benefit of Cleveland State University of an approximate 0.504 acre parcel located at the southeast corner of Chester Avenue and East 30th Street, City of Cleveland, County of Cuyahoga.

(D) The real estate described in division (A) of this section shall be conveyed subject to any condition or restriction that the state or Cleveland State University determines is reasonably necessary and further subject to all easements, covenants, conditions, and restrictions of record; all legal highways and public rights-of-way; zoning, building, and other laws,

ordinances, restrictions, and regulations; and real estate taxes and assessments not yet due and payable.

(E) The deed to the real estate described in division (A) of this section may contain restrictions, exceptions, reservations, reversionary interests, and any other terms and conditions the state or Cleveland State University may determine to be in the best interest of the state, including restrictions that are reasonably necessary to protect the state's interest in neighboring state-owned land. In the future, subsequent to this conveyance, any restrictions, exceptions, reservations, reversionary interests, or other terms and conditions contained in the deed or deeds, may be released by the state or Cleveland State University without the necessity of further legislation.

(F) The grantee shall be responsible for payment of all costs of the conveyance, including recordation costs of the deed.

(G) Upon execution of the deed under division (C) of this section, the Auditor of State, with the assistance of the Attorney General, shall prepare a deed to the real estate described in division (A) of this section. The deed shall state the consideration and shall be executed by the Governor in the name of the state, countersigned by the Secretary of State, sealed with the Great Seal of the State, presented in the Office of the Auditor of State for recording, and delivered to the grantee. Scripps Media, Inc. shall present the deed for recording in the Office of the Cuyahoga County Recorder.

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

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

Situated in the City of Shaker Heights, County of Cuyahoga and State of Ohio:

And known as being Sublot No. 117 in the Van Sweringen Company's Subdivision No. 28 of part of Original Warrensville Township Lots Nos. 26 and 27, as shown by the recorded plat in Volume 97 of Maps, Page 28 of Cuyahoga County Records, as appears by said plat, be the same more or less, but subject to all legal highways.

Permanent Parcel No.: 734-06-036

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

(B) The above referenced real estate described in division (A) of this section is known as Cuyahoga County Parcel Number 734-06-036 with an

address of 21425 Shelburne Road, Shaker Heights, Ohio 44122.

(C) The real estate described in division (A) of this section shall be conveyed subject to any condition or restriction that the state or Cleveland State University determines is reasonably necessary and further subject to all easements, covenants, conditions, and restrictions of record; all legal highways and public rights-of-way; zoning, building, and other laws, ordinances, restrictions, and regulations; and real estate taxes and assessments not yet due and payable.

(D) The real estate and its improvements and chattels shall be conveyed in "as-is, where-is, with all faults" condition.

(E) The method of sale and disposition of the real estate described in division (A) of this section shall be by sealed bid, public auction, negotiated purchase agreement, or through any available legal means as determined by Cleveland State University.

(F) Consideration for the conveyance of the real estate described in division (A) of this section shall be at a price acceptable to the state and Cleveland State University. Such consideration shall be documented in a real estate purchase agreement to be executed by the purchaser or purchasers.

(G) The deed to the real estate described in division (A) of this section may contain restrictions, exceptions, reservations, reversionary interests, and any other terms and conditions the state or Cleveland State University may determine to be in the best interest of the state. In the future, subsequent to this conveyance, any restrictions, exceptions, reservations, reversionary interests, or other terms and conditions contained in the deed or deeds may be released by the state or Cleveland State University without the necessity of further legislation.

(H) The grantee shall be responsible for payment of all costs of the conveyance, including recordation costs of the deed.

(I) 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 purchaser or purchasers. The purchaser or purchasers shall present the deed for recording in the Office of the Cuyahoga County Recorder.

(J) The net proceeds of the sale of the real estate shall be paid to Cleveland State University and deposited in the appropriate university

accounts to the benefit of Cleveland State University.

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

SECTION 21. Section 2 of this act is an emergency measure necessary for the immediate preservation of the public peace, health, and safety. The reason for such emergency is that immediate action is necessary to put the real estate to productive use for the economic benefit of all Ohioans. Therefore, Section 2 of this act goes into immediate effect.

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*Speaker* \_\_\_\_\_ *of the House of Representatives.*

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*President* \_\_\_\_\_ *of the Senate.*

Passed \_\_\_\_\_, 20\_\_\_\_

Approved \_\_\_\_\_, 20\_\_\_\_

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*Governor.*

Sub. H. B. No. 477

130th G.A.

This act is not of a general and permanent nature and does not require a code section number.

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*Director, Legislative Service Commission.*

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

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*Secretary of State.*

File No. \_\_\_\_\_ Effective Date \_\_\_\_\_