As Passed by the Senate

131st General Assembly Regular Session

2015-2016

Sub. S. B. No. 364

Senator Peterson

Cosponsors: Senators Coley, Eklund, Faber, Hackett, Obhof, Seitz

A BILL

To authorize the conveyance of, and the granting o	f 1
perpetual easements to, state-owned real	2
property.	3

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

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

(Springfield and Washington C.H. Road);	18
Thence, with the centerline of Laybourne Road, North 85°	19
57' West, 650.0 feet;	20
Thence, North 29° 46' East, 248.63 feet to a pipe;	21
Thence, North 54° 27' East, 180.0 feet to a pipe;	22
Thence, South 80° 33' East, 134.22 feet to a pipe;	23
Thence, South 35° 33' East, 423.24 feet to the place of	24
beginning, containing 3.20 Acres.	25
Excepting therefrom:	26
Situated in the Township of Springfield, County of Clark,	27
State of Ohio, and in Sections 3 and 9, Town 5 East, Range 9	28
North, and bounded and described as follows:	29
PARCEL NO. 12 WL	30
Being part of the northwest quarter of Section 3 and part	31
of the northeast quarter of Section 9 and a triangular shaped	32
piece off the southeast corner of the Grantor's tract in Section	
3 and more completely described as follows:	34
Beginning at the Grantor's southeast corner, said point	35
being on the half section line and 185.90 feet left of Station	36
959+57.98 on the centerline of U.S. 40 and bearing N. 84 $^\circ$ 15'	37
10" W., 223.76 feet from the intersection of the half section	38
line with the centerline of U.S. 40 at Station 960+82.52;	39
Thence, N. 84° 15' 10" W., 189.30 feet along the Grantor's	40
south line and half section line to a point 342.77 feet radially	41
left of Station 958+48.47 and passing 245.84 feet left of P.T.	42
Station 959+17.82;	43
Thence, N. 4° 53' 59" E., 233.11 feet to a point on the	44

Grantor's east line 475.76 feet left of Station 960+44.34;	45
Thence S. 33° 50' 30" E., 302.45 feet along the Grantor's	46
east line to the point of beginning.	47
Contains 0.38 acres, more or less, excluding 0.12 acres of	48
right-of-way previously occupied by Laybourne Road.	49
Said stations being station number as stipulated in the	50
hereinbefore mentioned survey and as shown by plans on file in	51
the Department of Highways, Columbus, Ohio.	52
Prior Deed Reference: Vol. 452 Pg. 645	53
Auditor's Parcel Number: 30507000090001024	54
The foregoing legal description may be corrected or	55
modified by the Department of Administrative Services as	56
necessary in order to facilitate the recording of the deed.	57
(B)(1) The conveyance from the state to the grantee	58
includes all improvements and chattels currently situated on the	59
real estate, and is subject to all easements, covenants,	60
conditions, and restrictions of record; all legal highways and	61
conditions, and restrictions of record; all legal highways and public rights-of-way; zoning, building, and other laws,	61 62
public rights-of-way; zoning, building, and other laws,	62
public rights-of-way; zoning, building, and other laws, ordinances, restrictions, and regulations; and real estate taxes	62 63
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	62 63 64
public rights-of-way; zoning, building, and other laws, ordinances, restrictions, and regulations; and real estate taxes and assessments not yet due and payable. The real estate shall be conveyed in an "as-is, where-is, with all faults" condition.	62 63 64 65
<pre>public rights-of-way; zoning, building, and other laws, ordinances, restrictions, and regulations; and real estate taxes and assessments not yet due and payable. The real estate shall be conveyed in an "as-is, where-is, with all faults" condition. (2) The deed may contain restrictions, exceptions,</pre>	62 63 64 65 66
<pre>public rights-of-way; zoning, building, and other laws, ordinances, restrictions, and regulations; and real estate taxes and assessments not yet due and payable. The real estate shall be conveyed in an "as-is, where-is, with all faults" condition. (2) The deed may contain restrictions, exceptions, reservations, reversionary interests, or other terms and</pre>	62 63 64 65 66 67
<pre>public rights-of-way; zoning, building, and other laws, ordinances, restrictions, and regulations; and real estate taxes and assessments not yet due and payable. The real estate shall be conveyed in an "as-is, where-is, with all faults" condition. (2) The deed may contain restrictions, exceptions, reservations, reversionary interests, or other terms and conditions the Director of Administrative Services determines to</pre>	62 63 64 65 66 67 68
<pre>public rights-of-way; zoning, building, and other laws, ordinances, restrictions, and regulations; and real estate taxes and assessments not yet due and payable. The real estate shall be conveyed in an "as-is, where-is, with all faults" condition. (2) The deed may contain restrictions, exceptions, reservations, reversionary interests, or other terms and conditions the Director of Administrative Services determines to be in the best interest of the state.</pre>	62 63 64 65 66 67 68 69

73 state or the Ohio Adjutant General's Department without the necessity of further legislation. 74 (C) Consideration for the conveyance of the real estate 75 described in division (A) of this section is \$125,000. 76 The Director of Administrative Services and the Board of 77 County Commissioners of Clark County, Ohio, shall execute a real 78 estate purchase agreement in a form prescribed by the Department 79 of Administrative Services setting forth the terms and 80 conditions of the subject conveyance. If the Board of County 81 Commissioners of Clark County, Ohio, does not complete the 82 purchase of the real estate within the time period provided in 83 the real estate purchase agreement, the Director of 84 Administrative Services may use any reasonable method of sale 85 considered acceptable by the Ohio Adjutant General's Department 86 to convey the real estate to an alternate grantee not later than 87 three years after the effective date of this section. 88 (D) The real estate described in division (A) of this 89 section shall be sold as an entire tract and not in parcels. 90

(E) Grantee shall pay all costs associated with the purchase, closing, and conveyance of the real estate, including surveys, title evidence, title insurance, transfer costs and fees, recording costs and fees, taxes, and any other fees, assessments, and costs that may be imposed in connection with this conveyance.

The net proceeds of the sale shall be deposited into the97state treasury to the credit of the Armory Improvements Fund in98accordance with section 5911.10 of the Revised Code.99

(F) Upon receipt of written notice from the Director ofAdministrative Services, the Auditor of State, with the101

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assistance of the Attorney General, shall prepare a deed	102
conveying title to the real estate described in division (A) of	103
this section to the grantee. The deed shall state the	104
consideration and shall be executed by the Governor in the name	105
of the state, countersigned by the Secretary of State, sealed	106
with the Great Seal of the State, presented in the Office of the	107
Auditor of State for recording, and delivered to the grantee.	108
The grantee shall present the deed for recording in the Office	109
of the Clark County Recorder.	110
(G) This section expires three years after its effective	111
date.	112
Section 2. (A) The Governor may execute a deed in the name	113
of the state conveying to Mucci Farms, Ltd. or its affiliates	114
("Grantee") and its heirs, successors, and assigns, all of the	115
state's right, title, and interest in the following described	116
real estate:	117
Situated in the Township of Huron, County of Erie, State	118
of Ohio, and is described as follows:	119
Parcel 1	120
Situated in the County of Erie in the State of Ohio, and	121
in the Township of Huron and bounded and described as follows:	122
Being the North $1/2$ of Lot Number Twenty-one (21) in	123
Section Number 2, containing 55.55 acres, more or less.	124
Parcel 2	125
Situated in the Township of Huron, County of Erie and	126
State of Ohio:	127
The West Thirty (30) acres of the East Forty (40) acres	128
the South One-half (1/2) of original Lot Number Twenty-one (21),	129

in Section Number Two (2), in Huron Township, Erie County, Ohio.	130
Parcel 3	131
Situated in the Township of Huron, County of Erie and	132
State of Ohio:	133
And being the East Ten (10) acres of the South One-half	134
(1/2) of Lot Number Twenty-One (21) in Section Number Two (2) of	135
said Township. Containing Ten acres, more or less.	136
Property Address: Rye Beach Road, Huron, OH 44839	137
Parcel No.: 39-67001.000 and 39-67002.000 and 39-67003.000	138
Prior Instrument References:	139
Deed Book 373, Page 269, Deed Book 373, Page 275, Deed	140
Book 373, Page 264	141
The foregoing legal description may be corrected or	142
modified by the Department of Administrative Services as	143
necessary in order to facilitate the recording of the deed.	144
(B)(1) The conveyance includes any improvements and	145
chattels situated on the real estate, and is subject to all	146
easements, covenants, conditions, and restrictions of record:	147
all legal highways and public rights-of-way; zoning, building,	148
and other laws, ordinances, restrictions, and regulations; and	149
real estate taxes and assessments not yet due and payable. The	150

real estate shall be conveyed in an "as-is, where-is, with all faults" condition.

(2) The deed for the conveyance of the real estate may 153 contain restrictions, exceptions, reservations, reversionary 154 interests, or other terms and conditions the Director of 155 Administrative Services determines to be in the best interest of 156

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the state.157(3) Subsequent to the conveyance, any restrictions,158exceptions, reservations, reversionary interests, or other terms159and conditions contained in the deed may be released by the160state or Bowling Green State University without the necessity of161further legislation.162

(C) Consideration for the conveyance of the real estate
described in division (A) of this section is \$730,957.50 or
\$7,650.00 per acre.

The Director of Administrative Services shall offer the 166 real estate to Mucci Farms, Ltd. through a real estate purchase 167 agreement. If Mucci Farms, Ltd. does not complete the purchase 168 of the real estate within the time period provided in the real 169 estate purchase agreement, the Director of Administrative 170 Services may use any reasonable method of sale considered 171 acceptable by Bowling Green State University to determine an 172 alternate grantee willing to complete the purchase not later 173 than three years after the effective date of this section. In 174 that case, consideration for the conveyance of the real estate 175 shall be at a price acceptable to the Director of Administrative 176 Services and Bowling Green State University. Bowling Green State 177 University shall pay all advertising costs, additional fees, and 178 other costs incident to the sale of the real estate to an 179 alternate grantee or grantees. 180

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

(E) All costs associated with the purchase, the closing,184and the conveyance of the subject real property shall be paid by185

the grantee and Bowling Green State University in the manner	186
stated in the real estate purchase agreement.	187
The net proceeds of the sale shall be paid to Bowling	188
Green State University and deposited in the appropriate	189
university account, and shall be used by Bowling Green State	190
University for debt retirement only.	190
oniversity for debt retrement only.	I J I
(F) Upon payment of the purchase price, the Auditor of	192
State, with the assistance of the Attorney General, shall	193
prepare a deed to the real estate described in division (A) of	194
this section. The deed shall state the consideration and shall	195
be executed by the Governor in the name of the state,	196
countersigned by the Secretary of State, sealed with the Great	197
Seal of the State, presented in the Office of the Auditor of	198
State for recording, and delivered to the grantee. The grantee	199
shall present the deed for recording in the Office of the Erie	200
County Recorder.	201
(G) This section expires three years after its effective	202
date.	203
(H) Before the execution of the deed described in division	204
(F) of this section, possession of the real estate may be	205
governed by an existing interim lease between the Ohio	206
Department of Administrative Services and the grantee.	207
Section 3. (A) The Governor may execute a deed in the name	208
of the state conveying to Wooster Street Apartments, LLC	209
("Grantee"), and its heirs, successors, and assigns, all of the	210
state's right, title, and interest in the following described	211
real estate:	212
Being Inlot 212, less the north 10 feet; Inlot 213; the	213

north 39 feet of the west 48 feet of the south 114 feet of the

east 150 feet of Inlot 266; and the south 114 feet of the west 48 feet of Inlot 266, all in the City of Bowling Green, Wood County, Ohio, which is more particularly described as follows:

Commencing at found hollow pipe on the easterly right-of-218way line of S. Prospect Street (60' Wide) marking the northwest219corner of said Inlot 212;220

Thence South 00 degrees 41 minutes 00 seconds West along 221 the west line said Inlot 212 and the easterly right-of-way line 222 of S. Prospect Street (60' Wide), a distance of 10.00 feet to 223 found hollow pipe at the northwest corner of a parcel of land 224 owned by State of Ohio-Bowling Green State University, as 225 described in Deed Volume 503, Page 165 of Wood County Records, 226 said point being the "True Point of Beginning"; 227

Thence South 89 degrees 29 minutes 47 seconds East along a 228 line being 10.00 feet south of and parallel with the north line 229 of said Inlot 212 and on the southerly line of a parcel of land 230 owned by ECC Bowling Green Ohio LLC as described in O.R. 3381, 231 Page 753 of Wood County Records, a distance of 214.63 feet 232 (214.50 feet Recorded) to the westerly line of a parcel of land 233 owned by Kuhlman as described in O.R. 3434, Page 962 of Wood 234 County Records being the east line of the west 48.00 feet of the 235 south 114.00 feet of the east 150.00 feet of said Inlot 266 to a 236 found iron pin; 237

Thence South 00 degrees 41 minutes 00 seconds West along 238 the westerly line of said parcel of land owned by Kuhlman as 239 described in O.R. 3434, Page 962 of Wood County Records and 240 being the easterly line of north 39.00 feet of the west 48.00 241 feet of the south 114.00 feet of the east 150.00 feet of said 242 Inlot 266, a distance of 39.00 feet to the southeast corner of 243 the north 39.00 feet of the west 48.00 feet of the south 114.00 244

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feet of the east 150.00 feet of said Inlot 266 to a found iron pin;

Thence North 89 degrees 29 minutes 47 seconds West along the southerly line of the north 39.00 feet of the west 48.00 feet of the south 114.00 feet of the east 150.00 feet of said Inlot 266, a distance of 48.23 feet (48.00 feet Recorded) to the southwest corner of the north 39.00 feet of the west 48.00 feet of the south 114.00 feet of the east 150.00 feet of said Inlot 266 to a set iron pin;

Thence South 00 degrees 41 minutes 51 seconds West along the east line of the west 48.00 feet of said Inlot 266 and being the westerly line a parcel of land owned by Walston as described in Deed Volume 623, Page 334 and a parcel of land owned by Snyder as described in Deed Volume 628, Page 781 a distance of 76.91 feet to a set pk nail at a point on the south line of said Inlot 266;

Thence North 87 degrees 21 minutes 01 seconds West along 261 the northerly line of a parcel of land owned by G Rem Family 262 Investors LLC as described in O.R. 3115, Page 201 and being the 263 southerly line of Inlot 266, a distance of 48.00 feet to found 264 hollow pipe marking the southwest corner of said Inlot 266, 265 point also being on the easterly line of said Inlot 213; 266

Thence South 00 degrees 03 minutes 36 seconds West along 267 the easterly line of said Inlot 213 and being the westerly line 268 of a parcel of land owned by G Rem Family Investors LLC as 269 described in O.R. 3115, Page 201 of Wood County Records and 270 being the westerly line of Inlot 184, a distance of 7.89 feet to 271 a set iron pin at the southeast corner of said Inlot 213; 272

Thence North 89 degrees 29 minutes 47 seconds West along

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the southerly line of said Inlot 213 and being the northerly274line of a parcel of land owned by Snyder as described in Deed275Volume 2478, Page 237 of Wood County Records and being the276northerly line of Inlot 214, a distance of 118.49 feet to a set277iron pin at the southwest corner of said Inlot 213;278

Thence North 00 degrees 41 minutes 00 seconds East along 279 the west lines of said Inlots 212 and 213 and the easterly 280 right-of-way line of S. Prospect Street (60' Wide), a distance 281 of 122.00 feet to the "True Point of Beginning"; 282

The area herein described contains 21,846 square feet,2830.502 acres of land, more or less, 0.152 acres within parcel284B07-511-190317015000, 0.180 acres within parcel B07-511-285190317016000, 0.127 acres within parcel B07-511-190317017000,286and 0.043 acres within parcel B07-511-190317018000. Subject to287all legal highways, leases, easements, restrictions and288agreements of record.289

Prior Deed Reference: Parcel IV Described in Deed Volume 503, Page 165

NOTES:

1. Coordinates shown and basis of bearings were determined293by the Ohio State Plane coordinate system North zone (3401) and29483 (2011) 2002.0 epoch, units in U.S. survey feet, obtained295using gps equipment and the Ohio Department of Transportation296VRS/RTK network. Grid coordinates were used.297

2. All Iron Pins set are 5/8" diameter rebar x 30" long 298 with cap stamped "ESA LLC". 299

3. The above description is based upon a field survey300performed in April, 2016.301

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The foregoing legal description may be corrected or302modified by the Department of Administrative Services as303necessary in order to facilitate the recording of the deed.304

(B) (1) The conveyance includes improvements and chattels 305 situated on the real estate, and is subject to all easements, 306 covenants, conditions, and restrictions of record; all legal 307 highways and public rights-of-way; zoning, building, and other 308 laws, ordinances, restrictions, and regulations; and real estate 309 taxes and assessments not yet due and payable. The real estate 310 shall be conveyed in an "as-is, where-is, with all faults" 311 condition. 312

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

(3) Subsequent to the conveyance, any restrictions,
and conditions contained in the deed may be released by the
state or Bowling Green State University without the necessity of
further legislation.

(C) Consideration for the conveyance of the real estatedescribed in division (A) of this section is \$180,000.324

The Director of Administrative Services shall offer the325real estate to Wooster Street Apartments, LLC through a real326estate purchase agreement. If Wooster Street Apartments, LLC327does not complete the purchase of the real estate within the328time period provided in the real estate purchase agreement, the329Director of Administrative Services may use any reasonable330

method of sale considered acceptable by Bowling Green State 331 University to determine an alternate grantee or grantees willing 332 to complete the purchase not later than three years after the 333 effective date of this section. In that case, consideration for 334 the conveyance of the real estate shall be at a price acceptable 335 to the Director of Administrative Services and Bowling Green 336 State University. Bowling Green State University shall pay all 337 advertising costs, additional fees, and other costs incident to 338 the sale of the real estate to an alternate grantee or grantees. 339

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

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

The net proceeds of the sale shall be paid to Bowling Green State University and deposited in the appropriate university account, and shall be used by Bowling Green State University for debt retirement only.

(F) Upon payment of the purchase price, the Auditor of 351 State, with the assistance of the Attorney General, shall 352 prepare a deed to the real estate described in division (A) of 353 this section. The deed shall state the consideration and shall 354 be executed by the Governor in the name of the state, 355 countersigned by the Secretary of State, sealed with the Great 356 Seal of the State, presented in the Office of the Auditor of 357 State for recording, and delivered to the grantee. The grantee 358 shall present the deed for recording in the Office of the Wood 359 County Recorder. 360

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date. 362 Section 4. (A) The Governor may execute a deed in the name 363 of the state conveying to Oak Openings Region Conservancy, Inc., 364 an Ohio not-for-profit corporation, and to its successors and 365 assigns, all of the state's right, title, and interest in the 366 following described real estate: 367 Description of 17.096 Acres 368 Being part of Lots 1, 2, 3 and 4 in Thayer's Addition to 369 Garden Land, a subdivision in Springfield Township, Lucas 370 County, Ohio which is bounded and described as follows: 371 Commencing at a set nail on the south line of Lot 4 at the 372 southwest corner of Lot 4 in said Thayer's Addition to garden 373 Land also being the centerline of Dorr Street and the south line 374 of Fractional Section 32 a distance of 1323.96 feet west of a 375 found bolt located at the southeast corner of Lot 1 also being 376 the southeast corner of Fractional Section 32, 377 Thence North 01° 00' 45" East along the west line of said 378 lot 4 a distance of 276.00 feet to a set 5/8 inch dia. iron rod 379 passing a set 5/8 in dia. iron rod at 30.01 feet to the Point of 380 Beginning; 381 Thence North 01° 00' 45" East continuing along the west 382 line of said Lot 4 a distance of 749.66 feet to a set 5/8 inch 383 dia. iron rod on the north line of the south 1/2 of said Lots 1, 384 2, 3 and 4; 385 Thence South 89° 58' 57" East along the north line of the 386 south $\frac{1}{2}$ of said Lots 1, 2, 3 and 4 a distance of 1324.80 feet to 387

a set nail on the east line said Lot 1 also being the centerline

of King Road and the east line of Fractional Section 32 passing

(G) This section expires three years after its effective

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a set 5/8 inch dia. iron rod;

a 5/8 inch dia. iron rod at 1294.80 feet; 390 Thence South 01° 03' 40" West along the east line of said 391 Lot 1 a distance of 30.00 feet to a set nail; 392 Thence North 89° 58' 57" West parallel to the north line 393 of the south $\frac{1}{2}$ of said Lots 1, 2, 3 and 4 a distance of 485.08 394 feet to a set 5/8 inch dia. iron rod passing a set 5/8 inch dia. 395 iron rod at 30.00 feet; 396 Thence South 01° 03' 40" West a distance of 228.31 feet to 397 a set 5/8 inch dia. iron rod; 398 Thence South 88° 56' 20" East a distance of 268.57 feet to 399 a set 5/8 inch dia. iron rod; 400 Thence South 28° 33' 50" East a distance of 73.04 feet to 401 a set 5/8 inch dia. iron rod; 402 Thence South 08° 57' 37" West a distance of 390.92 feet to 403 a set 5/8 inch dia. iron rod; 404 Thence South 11° 07' 18" East a distance of 100.90 feet to 405 a set 5/8 inch dia. iron rod; 406 Thence South 00° 00' 00" West a distance of 32.70 feet to 407 a set 5/8 inch dia. iron rod on the north top of bank of Heldman 408 Ditch; 409 Thence North 87° 19' 59" West along the north top of bank 410 of Heldman Ditch a distance of 288.56 feet to a set 5/8 inch 411 dia. iron rod; 412 Thence north 30° 47' 15" West a distance of 46.51 feet to 413 a set 5/8 inch dia. iron rod; 414 Thence North 01° 45' 38" west a distance of 45.34 feet to 415

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		Thence South 82° 09' 33" West a	distance of	40.89 feet to	417
а	set	t 5/8 inch dia. iron rod;			418
		Thence South 52° 17' 43" West a	distance of	70.84 feet to	419
а	set	t 5/8 inch dia. iron rod;			420
		Thence North 88° 54' 49" West a	distance of	68.93 feet to	421
а	set	t 5/8 inch dia. iron rod;			422
		Thence North 01° 02' 13" East a	distance of	72.90 feet to	423
a	set	t 5/8 inch dia. iron rod;			424
		Thence North 88° 57' 47" West a	distance of	33.00 feet to	425
а	set	t 5/8 inch dia. iron rod;			426
		Thence North 58° 29' 58" West a	distance of	241.20 feet to	427
а	set	t 5/8 inch dia. iron rod;			428
		Thence North 01° 02' 13" East a	distance of	94.00 feet to	429
a	set	t 5/8 inch dia. iron rod;			430
		Thence North 88° 57' 47" West a	distance of	177.00 feet to	431
a	set	t 5/8 inch dia. iron rod;			432
		Thence South 01° 02' 13" West a	distance of	164.00 feet to	433
а	set	t 5/8 inch dia. iron rod;			434
		Thence North 88° 57' 47" West a	distance of	78.00 feet to	435
а	set	t 5/8 inch dia. iron rod;			436
		Thence South 21° 02' 24" East a	distance of	111.78 feet to	437
a	set	t 5/8 inch dia. iron rod;			438
		Thence South 01° 02' 13" West a	distance of	37.47 feet to	439
а	set	t 5/8 inch dia. iron rod;			440
		Thence North 87° 19' 59" West a	distance of	32.08 feet to	441
а	set	t 5/8 inch dia. iron rod;			442

the point of beginning.	
Containing 17.129 Acres of land more or less of which	445
0.021 Acres is within the Right of Way of King Road.	446
Excepting therefrom the following two (2) parcels:	447
EXCEPTION #1	448
PARCEL 2-WD	449
LUCAS COUNTY ~ KING RD (RELOCATION) AT DORR ST	450
Part of Lot 1 in Thayer's Addition to Garden Land as	451
recorded in Vol. 5, Pg. 31 of Plats and also located in	452
fractional Section 32, Town 9 South, Range 6 East, Springfield	453
Township, Lucas County, Ohio. Being bounded and described as	454
follows:	455
Commencing at the Southeast corner of Lot 1 of said	
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Thayer's Addition to Garden Land, also being the Southeast	456 457
Thayer's Addition to Garden Land, also being the Southeast	457
Thayer's Addition to Garden Land, also being the Southeast corner of fractional Section 32, Town 9 South, Range 6 East,	457 458
Thayer's Addition to Garden Land, also being the Southeast corner of fractional Section 32, Town 9 South, Range 6 East, being ½ inch bar in a found monument box at the intersection of	457 458 459
Thayer's Addition to Garden Land, also being the Southeast corner of fractional Section 32, Town 9 South, Range 6 East, being ½ inch bar in a found monument box at the intersection of Dorr Street with King Road (to the north), and being station	457 458 459 460
Thayer's Addition to Garden Land, also being the Southeast corner of fractional Section 32, Town 9 South, Range 6 East, being ½ inch bar in a found monument box at the intersection of Dorr Street with King Road (to the north), and being station 102+43.51, 0.58' Rt. On the Dorr Street baseline and station	457 458 459 460 461
Thayer's Addition to Garden Land, also being the Southeast corner of fractional Section 32, Town 9 South, Range 6 East, being ½ inch bar in a found monument box at the intersection of Dorr Street with King Road (to the north), and being station 102+43.51, 0.58' Rt. On the Dorr Street baseline and station 20+00.00 on the king road baseline;	457 458 459 460 461 462
Thayer's Addition to Garden Land, also being the Southeast corner of fractional Section 32, Town 9 South, Range 6 East, being ½ inch bar in a found monument box at the intersection of Dorr Street with King Road (to the north), and being station 102+43.51, 0.58' Rt. On the Dorr Street baseline and station 20+00.00 on the king road baseline; Thence, South 89° 34' 56" West along the north line of	457 458 459 460 461 462 463
Thayer's Addition to Garden Land, also being the Southeast corner of fractional Section 32, Town 9 South, Range 6 East, being ½ inch bar in a found monument box at the intersection of Dorr Street with King Road (to the north), and being station 102+43.51, 0.58' Rt. On the Dorr Street baseline and station 20+00.00 on the king road baseline; Thence, South 89° 34' 56" West along the north line of Section 4, town 2, United States Reserve, a distance of 178.98	457 458 459 460 461 462 463 464
Thayer's Addition to Garden Land, also being the Southeast corner of fractional Section 32, Town 9 South, Range 6 East, being ½ inch bar in a found monument box at the intersection of Dorr Street with King Road (to the north), and being station 102+43.51, 0.58' Rt. On the Dorr Street baseline and station 20+00.00 on the king road baseline; Thence, South 89° 34' 56" West along the north line of Section 4, town 2, United States Reserve, a distance of 178.98 feet to a set county monument in a monument boxset at the	457 458 459 460 461 462 463 464 465

Thence North 70° 38' 09" West a distance of 153.82 feet to

Thence, North 00° 25' 03" West, along the centerline of 469 R/W of King Road Relocated, a distance of 121.40 feet to a set 470

county monument in a monument box set, at a point curvature of a 471 tangent curve, also being station 41+21.40; 472 Thence, northeasterly along a curve to the right, a 473 distance of 57.46 feet to the intersection of an existing 474 property line and the extension of the grantors southerly 475 property line, said curve having a delta angle of 10° 58' 24", a 476 radius of 300.00', a chord distance of 57.37, and a chord 477 bearing of North 05° 04' 10" East, also being station 41+78.86 478 on the centerline of R/W of King Road Relocated; 479 Thence, North 87° 20' 24" West, along the extension of the 480 grantors southerly property line a distance of 34.14 feet to the 481 southeast corner of the grantors property, being the POINT OF 482 BEGINNING, also being 33.85 feet left of station 41+74.64 on the 483 centerline of R/W of King Road Relocated; 484 Thence, continuing North 87° 20' 24" West, along the 485 grantors southerly property line, a distance of 24.047 feet to a 486 set bar 58.15 feet left of station 41+72.11; 487 Thence North 04° 40' 12" East, a distance of 11.00 feet to 488 a set bar, 59.19 feet left of station 41+81.27; 489 Thence North 15° 51' 22" east, a distance of 22.42 feet to 490 a set bar 58.00 feet left of station 42+00.00; 491 Thence North 28° 51' 31" East, a distance of 26.30 feet to 492 the intersection of the grantors easterly property line, and a 493 set bar, 52.44 feet left of station 42+21.72; 494 Thence South 11° 07' 43" East, along the grantors easterly 495 property line a distance of 24.46 feet to a point 40.92 feet 496 left of station 42+03.04; 497

Thence South 00° 00' 25" East, a distance of 32.70 feet 498

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

20+00.00 on the king road baseline;

Thence, South 89° 34' 56" West along the north line of 527 Section 4, town 2, United States Reserve, a distance of 178.98 528 feet to a set county monument in a monument boxset at the 529 intersection of the centerline of R/W of King Road Relocated, 530 also being 0.16 feet right of station 100+64.53 on the Dorr 531 Street baseline; 532

Thence, North 00° 25' 03" West, along the centerline of533R/W of King Road Relocated, a distance of 121.40 feet to a set534county monument in a monument box set, at a point curvature of a535tangent curve, also being station 41+21.40;536

Thence, northeasterly along a curve to the right, a 537 distance of 57.46 feet to the intersection of an existing 538 property line and the extension of the grantors southerly 539 property line, said curve having a delta angle of 10° 58' 24", a 540 radius of 300.00', a chord distance of 57.37, and a chord 541 bearing of North 05° 04' 10" East, also being station 41+78.86 542 on the centerline of R/W of King Road Relocated; 543

Thence, North 87° 20' 24" West, along the extension of the 544 grantors southerly property line and then the southerly property 545 line a distance of 58.61 feet to a set bar and the POINT OF 546 BEGINNING, also being 58.15 feet left of station 41+72.11 on the 547 centerline of R/W of King road Relocated; 548

Thence, continuing North 87° 20' 24" West, along the549grantors southerly property line a distance of 52.75 feet to a550point 110.59 feet left of station 41+67.68;551

 Thence North 00° 54' 58" East, a distance of 9.37 feet to
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 a point 111.92 feet left of station 41+74.44;
 553

Thence South 89° 05'02" East, a distance of 53.45 feet to 554

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

of Ohio v. Kings Crossing North LLC, et al., Case No. G-4801-CI-582200904585-000 (Ct. of Common Pleas, Lucas County, Ohio).583Additionally, such real estate shall be conveyed subject to all584easements, covenants, conditions, and restrictions of record;585all legal highways; zoning, building, and other laws,586ordinances, restrictions and regulations; and real estate taxes587and assessments not yet due and payable.588

(C) The deed to the real estate shall contain any 589 restrictions, covenants, terms and conditions required by the 590 Consent Order noted in division (B) of this section and as may 591 be determined by the Director of Administrative Services and the 592 Director of Environmental Protection to be in the best interest 593 of the state, including holding grantee responsible for all 594 ongoing maintenance of the real estate described in division (A) 595 of this section as well as the cost and labor of upkeep of the 596 fence as required in the Consent Order noted in division (B) of 597 this section. 598

(D) Before the execution of the deed described in division 599
(E) of this section, possession of the real estate described in 600
division (A) of this section shall remain with the Department of 601
Administrative Services on behalf of the Environmental 602
Protection Agency. 603

(E) The Auditor of State, with the assistance of the 604 Attorney General, shall prepare a deed to the real estate. The 605 deed shall state the consideration and shall be executed by the 606 Governor in the name of the state, countersigned by the 607 Secretary of State, sealed with the Great Seal of the State, 608 presented in the Office of the Auditor of State for recording, 609 and delivered to the grantee. The grantee shall present the deed 610 for recording in the Office of the Lucas County Recorder. 611

(F) The grantee shall pay all closing costs including the
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costs of the conveyance of the real estate described in division
(A) of this section, and the recording costs of the deed.
614

(G) This section expires three years after its effective615date.

Section 5. (A) The Governor may execute a deed in the name 617 of the state conveying to the Gallia County Board of 618 Commissioners or another grantee to be determined ("Grantee"), 619 and its heirs, and to its successors and assigns, all of the 620 state's right, title, and interest in the following described 621 real estate: 622

Begin at an angle point in the right-of-way of Ohio Ave, 623 said point being 27.23 feet distant from and on an extension of 624 the northeast line of Lot 1 of Colonial Subdivision Number 2 625 (P.B. 3, Pg. 24), and being 0.50 feet from the edge of pavement 626 as referenced in Deed Volume 384, Page 477, thence, 627 northwesterly, along the northeast line of said Colonial 628 Subdivision Number 2, 480 feet+/- to an angle point in a 30 feet 629 wide street, thence, northerly, along said 30 feet wide street, 630 80 +/- feet to a point about 1 foot north of a line of large 631 trees, thence, northeasterly, running about 1 foot north of a 632 line of large trees, 595 feet +/-, to a point where a line 0.50 633 feet distant from, and parallel to the east edge of sidewalk 634 line of West Avenue intersects, thence, southeasterly along a 635 line 0.50 feet distant from, and parallel to the east edge of 636 sidewalk line of West Avenue, 330 feet +/- to a point of 637 curvature in said parallel line, thence with a curve to the 638 left, along a line 0.50 feet distant from, and parallel to the 639 east edge of pavement line of West Avenue to a point 0.50 feet 640 west of the edge of the pavement on the west side of Buckeye 641

Avenue thence, southerly on a line 0.50 feet distant from and642parallel to the west edge of pavement of Buckeye Avenue to a643point on the north side of Ohio Avenue as referenced in Deed644Volume 384, Page 477, thence along the north side of Ohio Avenue645to the beginning and containing approximately 7.7 acres. All646references are to records found in the offices of the Gallia647County Recorder.648

The foregoing legal description may be corrected or649modified by the Department of Administrative Services as650necessary in order to facilitate the recording of the deed.651

(B) (1) The conveyance includes improvements and chattels 652 situated on the real estate, and is subject to all easements, 653 covenants, conditions, and restrictions of record: all legal 654 highways and public rights-of-way; zoning, building, and other 655 laws, ordinances, restrictions, and regulations; and real estate 656 taxes and assessments not yet due and payable. The real estate 657 shall be conveyed in an "as-is, where-is, with all faults" 658 condition. 659

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

(3) Subsequent to the conveyance, any restrictions,
exceptions, reservations, reversionary interests, or other terms
and conditions contained in the deed may be released by the
state or the Department of Developmental Disabilities without
667
the necessity of further legislation.

(C) Consideration for the conveyance of the real estatedescribed in division (A) of this section is \$1.670

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

Administrative Services and the Director of Developmental684Disabilities. The Department of Developmental Disabilities shall685pay all advertising costs, additional fees, and other costs686incident to the sale of the real estate to an alternate grantee687or grantees.688

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

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

The net proceeds of the sale shall be deposited into the697state treasury to the credit of the Mental Health Facilities698Improvement Fund (Fund 7033) or another fund designated by the699Director of Budget and Management.700

689

(F)(1) Upon payment of the purchase price, the Auditor of 701 State, with the assistance of the Attorney General, shall 702 prepare a deed to the real estate described in division (A) of 703 this section. The deed shall state the consideration and shall 704 be executed by the Governor in the name of the state, 705 countersigned by the Secretary of State, sealed with the Great 706 707 Seal of the State, presented in the Office of the Auditor of State for recording, and delivered to the grantee. The grantee 708 shall present the deed for recording in the Office of the Gallia 709 County Recorder. 710

(2) The intent of this conveyance is for the grantee to 711 use the real estate for mental health and addiction treatment; 712 therefore, the deed shall contain a restriction stating that if 713 the real estate described in division (A) of this section is no 714 longer being used for mental health and addiction purposes, the 715 real estate described in division (A) of this section shall 716 revert back to the State of Ohio at the sole discretion of the 717 Director of Administrative Services and the Department of 718 Developmental Disabilities, at the purchase price of the real 719 estate described in division (A) of this section. 720

(G) This section expires three years after its effectivedate.722

Section 6. (A) The Governor may execute a deed in the name of the state conveying to a purchaser or purchasers, and to their heirs, 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 Mahoning and727Township of Austintown and being Lot Number 6 (six) in728Countryside Development Plat No. 1, a part of the original729Austintown Township, Tract 10, as shown and delineated upon the730

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Mahoning County, Ohio. 732 Mahoning County Parcel #: 48-132-0-043.00-0 733 Prior Instrument: OR Vol. 3478 Pg. 113-114 734 The foregoing legal description may be corrected or 735 736 737 (B) (1) The conveyance includes improvements and chattels 738 739 740 741 742 743 shall be conveyed in "as-is, where-is, with all faults" 744 condition. 745 (2) The deed for the conveyance of the real estate may 746 747 interests, or other terms and conditions the Director of 748 Administrative Services and the Director of Rehabilitation and 749 Correction determine to be in the best interest of the state. 750 751 (3) Subsequent to the conveyance, any restrictions, 752 753 754 755 (C) The Director of Administrative Services shall conduct 756

modified by the Department of Administrative Services as

recorded Plat thereof in Volume 80, Page 95, Recorder's Office

necessary in order to facilitate the recording of the deed.

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

contain restrictions, exceptions, reservations, reversionary

exceptions, reservations, reversionary interests, or other terms and conditions contained in the deed may be released by the state or the Department of Rehabilitation and Correction without the necessity of further legislation.

a sale of the real estate by sealed bid auction, and the real 757 estate shall be sold to the highest bidder at a price acceptable 758 to the Director of Administrative Services and the Director of 759

Rehabilitation and Correction. The Director of Administrative760Services shall advertise the sealed bid auction by publication761in a newspaper of general circulation in Mahoning County once a762week for three consecutive weeks before the date on which the763sealed bids are to be opened. The Director of Administrative764Services shall notify the successful bidder in writing. The765Director of Administrative Services may reject any or all bids.766

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

The Department of Rehabilitation and Correction shall pay 786 all advertising costs incident to the sale of the real estate. 787

(D) The real estate described in division (A) of this788section shall be sold as an entire tract and not in parcels.789

Page 28

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

The net proceeds of the sale shall be deposited into the 796 state treasury to the credit of the Adult and Juvenile 797 Correctional Facilities Bond Retirement Fund created under 798 section 5120.092 of the Revised Code and shall be used for debt 799 retirement only. 800

(F) Upon payment of the purchase price, the Auditor of 801 State, with the assistance of the Attorney General, shall 802 prepare a deed conveying the real estate described in division 803 (A) of this section to the purchaser. The deed shall state the 804 consideration and shall be executed by the Governor in the name 805 of the state, countersigned by the Secretary of State, sealed 806 with the Great Seal of the State, presented in the Office of the 807 Auditor of State for recording, and delivered to the purchaser. 808 809 The purchaser shall present the deed for recording in the Office of the Mahoning County Recorder. 810

(G) This section expires three years after its effective 811date. 812

Section 7. (A) The Governor may execute a deed in the name 813 of the state conveying to Ohio Power Company or its affiliates 814 ("Grantee"), and to its successors and assigns, all of the 815 state's right, title, and interest in the following described 816 real estate: 817

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

Page 29

Union, containing a portion of the lands conveyed to The State 819 of Ohio for the benefit of the Department of Rehabilitation and 820 Correction, as recorded in Official Record 228, Page 2578, 821 (Parcel No. 37-0915151.600), all references contained herein are 822 to Ross County Recorder's records, Ross County, Ohio and being 823 more particularly bounded and described as follows: 824

Beginning at a 5/8 inch Iron Pin and Cap found at the825northerly corner of a 0.498 Acre tract and on the westerly line826of a 22.976 Acre tract, both parcels conveyed to The Ohio827Department of Transportation as recorded in Official Record 365,828Page 1308, said point also being intersection of the northerly829Right of Way line of Moundsville Road and the westerly Right of830Way line of State Route 104;831

thence, S 63°05'41"W, 446.04' with the northerly line of832Moundsville Road to a 5/8 inch Iron Pin and Cap found at the833southwesterly corner of said 0.498 Acre tract, said point also834being on the north line of a 4.349 Acre tract conveyed to The835Ross County Board of County Commissioners, as recorded in836Official Record 229, Page 2300;837

thence, S 76°00'42"W, 563.66', running with the northerly 838 line of Moundsville Road to a 5/8 inch Iron Pin and Cap found on 839 the north line of said 4.349 acre tract; 840

thence, leaving the northerly Right of Way line of said841Moundsville Road and running within said State of Ohio lands the842following two consecutive courses;843

1) N 14°07'03"W, 372.36 to an Iron Pin and Cap set; 844

2) N 76°09'36"E, 995.77' to an Iron Pin and Cap set on the 845 west Right of Way line of said State Route 104 846

thence, S 14°43'37"E, 270.09' to the Point of Beginning 847

containing 8.000 acres of land acres, more or less, subject to	848
all streets, highways, right-of-ways, alleys, easements,	849
agreements and/or conditions of record, if any.	850
Bearings are based on the Ohio State Plane Coordinate	851
System, N.A.D. 83, Ohio South Zone.	852
	050
This description is based on an actual field survey	853
performed on the eighteenth day of October, 2016.	854
All iron pins set are $5/8$ inch diameter x 30 inch rebar	855
with a yellow plastic cap stamped "Central Surv Co., Ltd."	856
The foregoing legal description may be corrected or	857
modified by the Department of Administrative Services as	858
necessary in order to facilitate the recording of the deed.	859
(B)(1) The conveyance includes improvements and chattels	860
situated on the real estate, and is subject to all easements,	861
covenants, conditions, and restrictions of record: all legal	862
highways and public rights-of-way; zoning, building, and other	863
laws, ordinances, restrictions, and regulations; and real estate	864
taxes and assessments not yet due and payable. The real estate	865
shall be conveyed in an "as-is, where-is, with all faults"	866
condition.	867
(2) The deed for the conveyance of the real estate may	868
contain restrictions, exceptions, reservations, reversionary	869
interests, or other terms and conditions the Director of	870
Administrative Services determines to be in the best interest of	871
the state.	872

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

(C) The Director of Administrative Services shall offer 878 the real estate to Ohio Power Company through a real estate 879 purchase agreement, in the form prescribed by the Department of 880 Administrative Services. Consideration for the conveyance of the 881 real estate shall be at a price acceptable to the Director of 882 Administrative Services and the Director of Rehabilitation and 883 Correction. If Ohio Power Company does not complete the purchase 884 of the real estate within the time period provided in the real 885 886 estate purchase agreement, the Director of Administrative Services may use any reasonable method of sale considered 887 acceptable by the Department of Rehabilitation and Correction to 888 determine an alternate grantee willing to complete the purchase 889 not later than three years after the effective date of this 890 section. 891

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

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

The net proceeds of the sale or sales shall be deposited 899 into the state treasury to the credit of the Adult and Juvenile 900 Correctional Facilities Bond Retirement Fund in accordance with 901 section 5120.092 of the Revised Code and shall be used for debt 902 retirement only. 903

(F) Upon payment of the purchase price, the Auditor ofState, with the assistance of the Attorney General, shall905

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prepare a deed to the real estate. The deed shall state the906consideration and shall be executed by the Governor in the name907of the state, countersigned by the Secretary of State, sealed908with the Great Seal of the State, presented in the Office of the909Auditor of State for recording, and delivered to the grantee.910The grantee shall present the deed for recording in the Office911of the Ross County Recorder.912

(G) This section expires three years after its effective913date.914

Section 8. Notwithstanding division (A) (5) of section 915 123.01 of the Revised Code, the Director of Administrative 916 Services with the Director of Rehabilitation and Correction 917 shall enter into an environmental covenant easement with an 918 appropriate party to protect a 100 foot corridor on the western 919 banks of the Big Darby Creek on the Pickaway County Orient 920 Prison site. The easement shall not preclude future outdoor 921 recreational activities including fishing, canoeing, kayaking, 922 or hiking. 923

The Director of Administrative Services, with the 924 925 assistance of the Attorney General, shall prepare the environmental covenant easement document. The easement shall be 926 executed by the Director of Administrative Services in the name 927 of the state, presented in the Office of the Auditor of State 928 for recording, and delivered to the party. The party shall 929 present the easement for recording in the Office of the Pickaway 930 County Recorder. The party shall pay the recording costs and 931 fees. 932

Section 9. (A) The Governor may execute a deed in the name933of the state conveying to the selected Grantee or Grantees,934their heirs, successors, and assigns to be determined in the935

manner provided in division (C) of this section, all of the 936 state's right, title, and interest in the following described 937 real estate: 938 Situated in the City of East Liverpool, County of 939 Columbiana and State of Ohio: 940 TRACT NO. 1: 941 Known as and being the East part of that certain Lot 942 Numbered Five Hundred Forty-two (542), as said Lot is numbered 943 and distinguished on the recorded plat of Josiah Thompson's 944 First Addition to said City of East Liverpool, Ohio, and more 945 particularly bounded and described by beginning at the Northwest 946 corner of the intersection of Robinson (now East Fourth Street) 947 and College Streets, and running thence on the West line of 948 College Street Northward One Hundred Nine (109) feet to Pleasant 949 Lane; thence on the South line of Pleasant Lane Westward thirty-950 six (36) feet; thence on a line parallel with said College 951 Street southward One Hundred Nine (109) feet to a point on the 952 North line of Robinson (now East Fourth) Street; thence on the 953 North line of Robinson (now East Fourth) Street Eastward Thirty-954 six (36) feet to the place of beginning. Plat Book 1, Page 12. 955 Tax Parcel No. 37-08296.000 956

TRACT NO. 2:

957

Known as and being the southeast rectangular corner of Lot958Number Five Hundred Forty-one (541), as said Lot is numbered and959distinguished on the recorded plat of Josiah Thompson's First960Addition to said City of East Liverpool, Ohio. Said part of said961Lot herein described and hereby conveyed is bounded and more962specifically described as follows, to wit: Beginning at the963southeast corner of said Lot No. 541, which said place of964

beginning is the northwest corner of the intersection of College 965 Street and Pleasant Lane; thence extending from said place of 966 beginning North 33 feet with the east line of said Lot 541, to 967 the northeast corner of the premises hereby conveyed; thence 968 extending west 54 $\frac{1}{2}$ feet, with a line parallel to and 33 feet 969 distant north from the south line of said Lot No. 541, to the 970 northwest corner of the premises hereby conveyed; thence 971 extending south 33 feet, with a line parallel to and 54 ½ feet 972 distant west from the east line of said Lot No. 541, to a point 973 in the south line of said Lot No. 541; thence extending east 54 974 1/2 feet, with the south line of said Lot No. 541, to said place 975 of beginning. Said premises are otherwise described as follows: 976 Bounded on the east by the west line of College Street; bounded 977 on the south by the north line of Pleasant Lane; bounded on the 978 West by a line parallel to and 54 ½ feet distant west from the 979 west line of said College Street; and bounded on the north by a 980 line parallel to and 33 feet distant north from the north line 981 of Pleasant Lane. For purposes of describing said premises, said 982 College Street is considered to extend north and south, and said 983 Pleasant Lane is considered to extend east and west. Plat Book 984 1, Page 12. 985

AND BEING the same property conveyed to Kent State 986 University from the American National Red Cross by Warranty Deed 987 dated April 28, 2009 and recorded May 14, 2009 in Book 1681, 988 Page 470. (TRACTS 1 and 2) 989

Tax Parcel No. 37-05974.000 990

TRACT NO. 3:

Known as and being that part of Lot Number Five Hundred992Forty-two (542) as said Lot is numbered and distinguished on the993recorded plat of Josiah Thompson's First Addition, Plat Book 1,994

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995

1012

Page 12, which is bounded and described as follows:

Commencing at a point on the north side of Robinson 996 Street, now known as East Fourth Street, thirty-six (36) feet 997 eastward of the south west corner of said Lot, and running 998 thence northward, in line parallel with Grove Alley, one hundred 999 nine (109) feet to Pleasant Lane; thence with the south side of 1000 Pleasant Lane eastward thirty-seven (37) feet; thence in line 1001 parallel with College Street, southward one hundred nine (109) 1002 feet to the north side of Robinson Street, now known as East 1003 Fourth Street; thence with the north side of Robinson Street, 1004 now known as East Fourth Street, westward thirty-seven (37) feet 1005 to the place of beginning. 1006

Subject to all legal highways and easements of record. 1007

AND BEING the same property conveyed to Kent State1008University Board of Trustees from Kathleen P. Treasure, htta1009Kathleen P. Altdoerffer, married, by Warranty Deed dated April101026, 2008 and recorded May 9, 2008 in Book 1626, Page 450.1011

Tax Parcel No. 37-05208.000

The foregoing legal description may be corrected or1013modified by the Department of Administrative Services as1014necessary in order to facilitate the recording of the deed.1015

(B) (1) The conveyance shall include the improvements and 1016 chattels situated on the real estate, and is subject to all 1017 easements, covenants, conditions, and restrictions of record; 1018 all legal highways and public rights-of-way; zoning, building, 1019 and other laws, ordinances, restrictions, and regulations; and 1020 real estate taxes and assessments not yet due and payable. The 1021 real estate shall be conveyed in an "as-is, where-is, with all 1022 faults" condition. 1023 (2) The deed may contain restrictions, exceptions,
reservations, reversionary interests, and other terms and
1025
conditions the Director of Administrative Services determines to
1026
be in the best interest of the state.

(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 Kent State University without the necessity of further
logislation.

The deed or deeds may contain restrictions prohibiting the1033grantee or grantees from occupying, using, developing, or1034selling the real estate if the occupation, use, development, or1035sale will interfere with the quiet enjoyment of neighboring1036state-owned land.1037

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

The purchaser shall pay ten percent of the purchase price1050to the Director of Administrative Services not later than five1051business days after receiving the notice the bid has been1052accepted and shall enter into a real estate purchase agreement,1053

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

(D) The real estate described in division (A) of thissection shall be sold as an entire tract and not in parcels.1071

(E) Purchaser shall pay all costs associated with the
purchase, closing, and conveyance, including surveys, title
evidence, title insurance, transfer costs and fees, recording
costs and fees, taxes, and any other fees, assessments, and
1075
costs that may be imposed.

(F) The net proceeds of the sale of the real estate shall
be paid to Kent State University and deposited in the
appropriate university accounts, and shall be used by Kent State
University for debt retirement only.

(G) Upon payment of the purchase price, the Auditor of 1081State, with the assistance of the Attorney General, shall 1082prepare a deed conveying the real estate described in division 1083

(A) of this section to the purchaser. The deed shall state the
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consideration and shall be executed by the Governor in the name
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of the state, countersigned by the Secretary of State, sealed
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with the Great Seal of the State, presented in the Office of the
1087
Auditor of State for recording, and delivered to the Grantee.
1088
The purchaser shall present the deed for recording in the Office
1089
of the Columbiana County Recorder.

(H) This section expires three years after its effective 1091date. 1092

Section 10. (A) The Governor may execute a deed in the1093name of the state conveying to the Board of Education of East1094Clinton Local School District ("Grantee"), its successors and1095assigns, all of the state's right, title, and interest in the1096following described real estate:1097

Situated in the State of Ohio, County of Clinton, Village1098of New Vienna, Green Township and VMS#1078, and being a 15.001099acres tract of land out of an original 100.72 acres tract (with1100exceptions) as conveyed to Leone H. Wolfe in Deed Book 252, Page1101540 (Parcel 2) at the Clinton County Recorder's Office, Clinton1102County, Ohio, said 15.000 acres being more particularly1103described as follows:1104

Beginning at a PK nail found in the centerline of State1105Route 28, and in the southern boundary of said 100.72 tract;1106

Thence, along said centerline of State Route 28 S 81 deg110742' 35" W, a distance of 70.42 feet to a railroad spike set in1108said centerline of State Route 28;1109

Thence, crossing said State Route 28, and crossing said 1110 100.72 acres tract N 08 deg 25' 32" W a distance of 172.73 feet 1111 to an iron pin set; 1112

Thence, crossing said 100.72 acres tract, S 81 deg 34' 28" 1113 W a distance of 305.70 feet to an iron pin set in the eastern 1114 boundary of Lot 6M of Wilbur Huffman Subdivision of record with 1115 said Recorder's Office as an extension of the Village of New 1116 Vienna; 1117

Thence, along the western boundary of said 100.72 acres 1118 tract and the eastern boundary of said Wilbur Huffman 1119 Subdivision, N 43 deg 30' 03" W, a distance of 346.10 feet to an 1120 iron pin set at the northeastern corner of Lot 1M of said Wilbur 1121 Huffman Subdivision, at a northwestern corner of said 100.72 1122 acres tract, and in the southern boundary of a 0.36 acres tract 1123 as conveyed to Thomas J. Hicks of record in Deed Book 82, Page 1124 96 at said Recorder's Office; 1125

Thence, along a northern boundary of said 100.72 acres1126tract and the southern boundaries of the following tracts:1127

0.46 acres to L. & D. Barley in Deed Book 117, Page 201; 1128

0.61 acres to Charles & Maxine M. Clark in Deed Book 273, 1129 Page 264, 1130

0.64 acres to Robert & Ann M. Norman in Deed Book 95, Page 1131 521, 1132

0.48 acres to Wilma J. Crossham in Deed Book 175, Page 99, 1133

0.34 acres to Kristopher R. Cochran in deed Book 120, Page 1134 789, 1135

N 45 deg 30' 00" E a distance of 516.12 feet to an iron 1136 pin set at the southeastern corner of said 0.34 acres tract; 1137

Thence, along the eastern boundary of said 0.34 acres 1138 tract and a western boundary of said 100.72 acres tract, N 45 1139 deg 01' 35" W a distance of 22.44 feet to an iron pin set in the 1140

eastern boundary of said 0.34 acres tract, in a western boundary 1141 of said 100.72 acres tract, and at the southwestern corner of a 1142 0.500 acres tract as conveyed to Virginia Hilderbrant as 1143 recorded in Deed Book 230, Page 131 at said Recorder's Office; 1144

Thence along a northern boundary of said 100.72 acres 1145 tract and the southern boundaries of said 0.500 acres 1146 Hilderbrant tract and a 0.439 acres tract as conveyed to G. L. 1147 P. and Brewer J. Brewer of record in Deed Book 286, Page 876 at 1148 said Recorder's Office, N 46 deg 22' 32" E (passing an iron pin 1149 found at the southwestern corner of said 0.439 acres tract at a 1150 distance of 223.44 feet) a total distance of 319.44 feet to an 1151 iron pin set; at the southeastern corner of said 0.439 acres 1152 tract and in the northern boundary of said 100.72 acres tract; 1153

Thence crossing said 100.72 acres tract the following two 1154 courses: 1155

1) S 44 deg 02' 41" E a distance of 400.00 feet to an iron 1156 pin set; 1157

2) S 35 deg 54' 34" E a distance of 740.37 feet to a
railroad spike set in the southern boundary of said 100.72 acres
tract and in the centerline of said State Route 28;
1160

Thence along the centerline of said State Route 28 and the1161southern boundary of said 100.72 acres tract S 83 deg 16' 45" W1162a distance of 664.73 feet to the point of beginning containing116315.000 acres more or less, and being subject to all easements,1164restrictions and right-of-ways (if any) or previous record.1165

This description was prepared by Civil Engineering1166Associates, Inc., Columbus, Ohio from an actual field survey of1167the premises in September of 1995. The basis of bearings is N 451168deg 30' 00" E for a northern boundary of said 100.72 acres tract1169

as conveyed in Deed Book 252, Page 540. 1170 The foregoing legal description may be corrected or 1171 modified by the Department of Administrative Services as 1172 necessary in order to facilitate the recording of the deed. 1173 (B) The real estate was originally conveyed to the state 1174 as collateral for school construction facility bonds. Once the 1175 construction project was completed, the intention was for the 1176 state to convey title of this real estate to the East Clinton 1177 Local School District. The purpose of this legislation is to 1178 fulfill this intention. 1179 1180 (C) The real estate described in division (A) of this section shall be conveyed as an entire tract and not in parcels. 1181 (D) Consideration for the conveyance of the real estate 1182 described in division (A) of this section is \$1. 1183 1184 (E) The grantee shall pay all costs associated with the purchase and conveyance of the real estate including recording 1185 costs and fees. 1186 (F) The net proceeds of the conveyance shall be deposited 1187 into the state treasury to the credit of the General Revenue 1188 Fund. 1189

1190 (G) Upon payment of the purchase price, the Auditor of State, with the assistance of the Attorney General, shall 1191 prepare a deed to the real estate. The deed shall state the 1192 consideration and the terms and conditions of the conveyance. 1193 The deed shall be executed by the Governor in the name of the 1194 state, countersigned by the Secretary of State, sealed with the 1195 Great Seal of the State, presented in the Office of the Auditor 1196 of State for recording, and delivered to the grantee. The 1197 grantee shall present the deed for recording in the Office of 1198

the Clinton County Recorder.

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(H) This section shall expire three years after itseffective date.

Section 11. (A) The Governor may execute a deed in the1202name of the state conveying to the Board of Education of the1203Northridge Local School District, and to its successors and1204assigns, all of the state's right, title, and interest in the1205following described real estate:1206

Situated in the Township of Liberty, County of Licking and1207State of Ohio, and bounded as described as follows:1208

Being in range fourteen (14), township three (3) and 1209 quarter township number one (1), of the United States Military 1210 Tract and being a part of lot number four (4) in the plat survey 1211 of Bushnell, the County Surveyor, lying in the west half of 1212 Quarter Township or section number one (1) and being in the same 1213 real estate conveyed to Ralph L. Parrill and Donna J. Parrill 1214 and Donald Parrill and C. Katharine Parrill by Alfred M. Kass 1215 and Frank Kass, Trustees of the Joseph F. Kass Trust, by deed 1216 dated September 22, 1977 and recorded in deed record volume 767, 1217 page 544, and being more particularly described as follows: 1218

Beginning at a point in the centerline of U. S. Highway 1219 Route (62) and the intersection of the west boundary of said lot 1220 number four (4); 1221

Thence, continuing southward along the west boundary of1222lot number (4) a distance of 2,303 feet to a point which marks1223the southern boundary of lot number four (4) and the northern1224boundary of lot number seven (7);1225

Thence, eastward along the common boundary of lot number1226(4) and lot number seven (7) a distance of 560 feet to a point,1227

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which is also 786.4 feet from the eastern boundary of lot number	1228
four (4);	1229
Thence, northward on a line parallel to the western	1230
boundary of lot number four (4) a distance of 2,643 feet to a	1231
point in the centerline of U.S. Highway Route 62;	1232
Thence southwestwardly along the centerline of U. S.	1233
Highway Route 62 to the point at the intersection of U. S.	1234
Highway Route 62 to the point at the intersection of U. S.	1235
Highway Route 62 and the western boundary of lot number four (4)	1236
which is the point of beginning and containing 31.792 acres more	1237
or less subject to all rights of way, easements and	1238
restrictions, if any, of previous record.	1239
EXCEPTING THEREFROM THE FOLLOWING:	1240
Situate in the State of Ohio, the County of Licking, the	1241
Township of Liberty, being part of Lot No. 4 in the First	1242
Quarter of Township No. 3, Range No. 14, U. S. M. Lands, also	1243
being part of a 31.792 Acre Tract conveyed to Ralph L. and Donna	1244
J. Parrill, as the same is shown of record in Official Record	1245
Book No. 14, Page No. 772 in the records of the Recorder's	1246
Office, Licking County, Ohio and being more particularly	1247
described as follows.	1248
Beginning at a point in U. S. Route No. 62 (Johnstown-	1249
Utica Road), said point being North 60°31'00" East, a distance	1250
of 371.98 feet from a point where the Westerly line of Lot No. 4	1251
intersects the centerline of U. S. Route No. 62 (Johnstown-Utica	1252
Road);	1253

Thence, from said point of beginning, North 60°31'00" East 1254 and along the centerline of U. S. Route No. 62 (Johnstown-Utica 1255 Road) and along the Northerly line of the above mentioned 31.792 1256 Acre Tract, a distance of 299.98 feet to a point; 1257 Thence, South 04°04'07" West and along the Easterly line 1258 of said 31.792 Acre Tract and along the Westerly line of a 1259 certain 51.508 Acre Tract conveyed to Donald and C. Katherine 1260 Parrill, as shown of record in Official Record Book No. 14, Page 1261 768 and passing an Iron Pin on line at 54.00 feet, a distance of 1262 431.80 feet to an Iron Pin; 1263 Thence, North 85°55'53" West, a distance of 250.00 feet to 1264 1265 an Iron Pin; Thence, North 04°04'07" East and parallel to the Easterly 1266 line of said 31.792 Acre Tract and passing an Iron Pin on line 1267 at 212.00 feet, a distance of 266.00 feet to the place of 1268 beginning and containing 2.002 Acres, subject to all easements 1269 and/or restrictions shown of record, also subject to all legal 1270 right-of-way. Leaving after said exception 29.790 acres, more or 1271 less. 1272 Prior Instrument Reference: Official Record 915 Page 925 1273 PPN: 39-114834-01.000 1274 The foregoing legal description may be corrected or 1275 modified by the Department of Administrative Services as 1276 necessary in order to facilitate the recording of the deed. 1277 (B) Consideration for the conveyance of the real estate is 1278 \$1. 1279 (C) The real estate shall be sold as an entire tract and 1280 not in parcels. 1281 (D) The Auditor of State, with the assistance of the 1282 Attorney General, shall prepare a deed to the real estate. The 1283 deed shall state the consideration and shall be executed by the 1284 Governor in the name of the state, countersigned by the1285Secretary of State, sealed with the Great Seal of the State,1286presented in the Office of the Auditor of State for recording,1287and delivered to the grantee. The grantee shall present the deed1288for recording in the Office of the Licking County Recorder.1289

(E) The grantee shall pay the costs of the conveyance of 1290the real estate, including recordation costs of the deed. 1291

(F) The net proceeds of the conveyance shall be deposited1292into the state treasury to the credit of the General RevenueFund.

(G) This section expires three years after its effective 1295date. 1296

Section 12. (A) Notwithstanding division (A) (5) of section 1297 123.01 of the Revised Code, the Director of Administrative 1298 Services may execute a perpetual easement in the name of the 1299 state granting to the City of Piqua and to its successors and 1300 assigns, a perpetual water line easement located at the Johnston 1301 Farm and Indian Agency Historic Site and legally described as 1302 follows: 1303

Situated in Section 6, Town 6, Range 6 East, City of1304Piqua, Miami County, Ohio being Lot 8138 as conveyed to the1305State of Ohio in D.B. 426 Page 70 of the Miami County Recorder's1306Office and being more particularly described as follows:1307

Commencing at the southeast corner of the above referenced1308Lot 8138, being the southwest corner of a tract of land conveyed1309to the Ohio Historical Society;1310

Thence along a southerly line of Lot 8138, N72°45'13"W a 1311 distance of 161.22 feet; 1312

Thence continuing along a southerly line of Lot 8138, 1313 N34°47'23"W a distance of 200.22 feet to the True Point of 1314 Beginning; 1315 Thence continuing along said southerly line, N34°47'23"W a 1316 distance of 25.87 feet; 1317 Thence along lines through said Lot 8138, S85°25'01"E a 1318 distance of 277.88 feet to a point in the east line of said Lot 1319 8138; 1320 1321 Thence along the east line of said lot, S29°19'07"W a distance of 22.02 feet; 1322 Thence along a line through said Lot 8138, N85°25'01"W a 1323 distance of 252.26 to the Point of Beginning. 1324 The above described parcel containing 5,301 square feet 1325 more or less. 1326 The foregoing legal description may be corrected or 1327 modified by the Department of Administrative Services as 1328 necessary in order to facilitate the recording of the easement. 1329 (B) The perpetual easement shall state the obligations of, 1330 and the duties to be observed and performed by, the City of 1331 Piqua, Ohio, with regard to the perpetual easement, and shall 1332 require the City of Piqua, Ohio, to assume perpetual 1333 responsibility for operating, maintaining, repairing, 1334 reconstructing, and replacing an existing water supply line on 1335 the real estate. 1336 (C) The consideration for the granting of this easement is 1337 \$426. 1338 (D) The Director of Administrative Services, with the 1339 assistance of the Attorney General, shall prepare and execute 1340

the perpetual easement document. The perpetual easement shall 1341 state the consideration and the terms and conditions for the 1342 granting of the perpetual easement. The perpetual easement shall 1343 be executed by the Director of Administrative Services in the 1344 name of the state, presented in the Office of the Auditor of 1345 State for recording, and delivered to the City of Piqua, Ohio. 1346 The City of Piqua, Ohio, shall present the perpetual easement 1347 for recording in the Office of the Miami County Recorder. The 1348 City of Piqua, Ohio, shall pay the recording costs and fees. 1349

(E) This section expires three years after its effective 1350 date. 1351

Section 13. (A) The Governor may execute a deed in the 1352 name of the state conveying to the Board of Trustees of the 1353 Columbus Metropolitan Library, a county library district, (body 1354 politic and corporate pursuant to section 3375.33 of the Revised 1355 Code) ("Grantee") its successors and assigns, all of the state's 1356 right, title, and interest in the following described real 1357 estate: 1358

 Tract One
 1359

 0.278 ACRE TRACT
 1360

Situated in the State of Ohio, County of Franklin, City of1361Columbus, being all of Lot 28 and part of Lot 29 of the Eastwood1362Heights Addition Plat Book 4, Page 109 as conveyed to The Ohio1363State University by deed of record in Instrument No.1364199904090088853 as recorded in the Franklin County Recorder's1365Office and being further described as follows:1366

Beginning at a mag nail set in the northerly line of Lot136729 at the intersection of the extension of the southerly1368existing right of way line of Eastwood Avenue (50' Wide) and the1369

westerly line of a 0.016 acre tract located in Lot 29 and 1370 conveyed as right of way to the City of Columbus in Official 1371 Record 7778, Page C07; 1372

Thence South 03°52'26" West, a distance of 139.95 feet 1373 leaving said southerly existing right of way line and passing 1374 through said Lot 29 to a ¾" iron pipe found in the southerly 1375 line of Lot 29 at the intersection of the extension of the 1376 northerly existing right of way line of Elmwood Alley (20' 1377 Wide); 1378

Thence North 87°37'31" West, a distance of 86.67 feet in 1379 the southerly line of Lots 29 and 28 along said northerly 1380 existing right of way line to a ¾" iron pipe at the 1381 southeasterly corner of Lot 27 and a parcel of land conveyed to 1382 Surreal Estate, LLC by deed of record in Instrument No. 1383 201510090143918; 1384

Thence North 03°52'26" East, a distance of 139.95 feet 1385 leaving said northerly existing right of way line and along the 1386 easterly line of Lot 27 and said Surreal Estate parcel to a ¾" 1387 iron pipe found on the southerly existing right of way line of 1388 Eastwood Avenue and being the northeasterly corner of Lot 27 and 1389 said Surreal Estate parcel; 1390

Thence South 87°37'31" East, a distance of 86.67 feet in1391the northerly line of Lots 28 and 29 along the southerly1392existing right of way line of Eastwood Avenue to the TRUE POINT1393OF BEGINNING and containing 0.278 acres, more or less, of which13940.016 acres as conveyed to the City of Columbus in Official1395Record 7778, Page B19 are within the present road occupied.1396

Of the above described tract, 0.147 acres, more or less,1397are located within Auditor's Parcel No. 010-051904 and 0.1311398

acres (PRO 0.016 acres), more or less, are located within 1399 Auditor's Parcel No. 010-018902. 1400 The basis of bearing of South 85°58'02" East on the 1401 southerly existing right of way line of Long Street is 1402 referenced to the State Plane Coordinate System South Zone NAD 1403 83 (NSRS 2011). 1404 This description was prepared by Tony W. Meacham, Ohio 1405 Professional Surveyor No. 7799 from an actual field survey 1406 performed in 2016 by Korda/Nemeth Engineering, Inc. 1407 Iron pins set are 5/8" x 30" rebar topped by an orange cap 1408 stamped "KNE PS NO. 7799." 1409 Tract Two 1410 0.299 ACRE TRACT 1411 Situated in the State of Ohio, County of Franklin, City of 1412 Columbus, being all of Lots 30-31 of the Eastwood Heights 1413 Addition Plat Book 4, Page 109 as conveyed to The Ohio State 1414 University by deed of record in Instrument No. 199904090088853 1415 as recorded in the Franklin County Recorder's Office and being 1416 further described as follows: 1417 Beginning at a mag nail set at the intersection of the 1418 northerly existing right of way line of Eastwood Avenue (50' 1419 Wide) and the westerly existing right of way line of Taylor 1420 Avenue (Width Varies), said intersection also being the 1421 southeasterly corner of Lot 30 of the Eastwood Heights Addition; 1422 Thence North 87°37'31" West, a distance of 89.37 feet 1423 along said northerly existing right of way line to a 34" iron 1424 pipe found at the southeasterly corner of Lot 32 and a parcel of 1425 land conveyed to Kenneth A. Fischer by deed of record in 1426

Instrument No. 199903290076857;

Thence North 03°52'26" East, a distance of 146.85 feet 1428 leaving said northerly existing right of way line and along the 1429 easterly line of Lot 32 and said Fischer parcel to an iron pin 1430 set on the southerly existing right of way line of Maplewood 1431 Alley (20' Wide) and being the northeasterly corner of Lot 32 1432 and said Fischer parcel; 1433

Thence South 85°58'02" East, a distance of 89.34 feet 1434 leaving the easterly line of Lot 32 and said Fischer parcel 1435 along said southerly existing right of way line to a mag nail 1436 set at the intersection of said southerly existing right of way 1437 line and the westerly existing right of way line of Taylor 1438 Avenue (Width Varies); 1439

Thence South 03°52'26" West, a distance of 144.26 feet1440leaving said southerly existing right of way line and along said1441westerly existing right of way line to the TRUE POINT OF1442BEGINNING and containing 0.299 acres, more or less, of which14430.000 acres are within the present road occupied.1444

Of the above described tract, 0.149 acres, more or less,1445are located within Auditor's Parcel No. 010-009288, and 0.1501446acres, more or less, are located within Auditor's Parcel No.1447010-034261.1448

The basis of bearing of South 85°58'02" East on the 1449 southerly existing right of way line of Long Street is 1450 referenced to the State Plane Coordinate System South Zone NAD 1451 83 (NSRS 2011). 1452

This description was prepared by Tony W. Meacham, Ohio1453Professional Surveyor No. 7799 from an actual field survey1454performed in 2016 by Korda/Nemeth Engineering, Inc.1455

Iron pins set are 5/8" x 30" rebar topped by an orange cap	1456					
stamped "KNE PS NO. 7799."						
Tract Three	1458					
0.723 ACRE TRACT	1459					
Situated in the State of Ohio, County of Franklin, City of	1460					
Columbus, being part of Lot 71 and all of Lots 72-75 of the						
Eastwood Heights Addition Plat Book 4, Page 109 as conveyed to	1462					
The Ohio State University by deed of record in Instrument No.	1463					
199904090088853 as recorded in the Franklin County Recorder's	1464					
Office and being further described as follows:	1465					
Beginning at a mag nail set at the intersection of the	1466					

southerly existing right of way line of Long Street (70' Wide) 1467 and the westerly existing right of way line of Taylor Avenue 1468 (Width Varies), said intersection also being the northeasterly 1469 corner of Lot 75 of the Eastwood Heights Addition; 1470

Thence South 03°52'26" West, a distance of 149.59 feet 1471 along said westerly existing right of way line and the easterly 1472 line of Lot 75 to a mag nail set at the intersection of said 1473 westerly existing right of way line and the northerly existing 1474 right of way line of Maplewood Alley (20' Wide); 1475

Thence North 85°58'02" West, a distance of 210.42 feet 1476 leaving said westerly existing right of way line and the 1477 southeasterly corner of Lot 75, in the southerly line of Lots 75 1478 through 71 and along said northerly existing right of way line 1479 to an iron pin set at the southeasterly corner of a parcel of 1480 land conveyed to Daniel E. Laprade by deed of record in 1481 Instrument No. 199903290076857; 1482

Thence North 03°52'26" East, a distance of 149.59 feet1483along the easterly line of said Daniel E. Laprade parcel and1484

through Lot 71 of the Eastwood Heights Addition to a ¾" iron 1485 pipe found at the southerly existing right of way line of Long 1486 Street; 1487

Thence South 85°58'02" East, a distance of 210.42 feet1488leaving the easterly line of said Daniel E. Laprade parcel and1489in the northerly line of Lots 71 through 75 and along said1490southerly existing right of way line to the TRUE POINT OF1491BEGINNING and containing 0.723 acres, more or less, of which14920.000 acres are within the present road occupied.1493

Of the above described tract, 0.109 acres, more or less, 1494 are located within Auditor's Parcel No. 010-008037, 0.153 acres, 1495 more or less, are located within Auditor's Parcel No. 010-1496 018858, 0.077 acres, more or less, are located within Auditor's 1497 Parcel No. 010-015832, 0.077 acres, more or less, are located 1498 within Auditor's Parcel No. 010-003205, 0.077 acres, more or 1499 less, are located within Auditor's Parcel No. 010-023435 and 1500 0.230 acres, more or less, are located within Auditor's Parcel 1501 No. 010-028592. 1502

The basis of bearing of South 85°58'02" East on the 1503 southerly existing right of way line of Long Street is 1504 referenced to the State Plane Coordinate System South Zone NAD 1505 83 (NSRS 2011). 1506

This description was prepared by Tony W. Meacham, Ohio1507Professional Surveyor No. 7799 from an actual field survey1508performed in 2016 by Korda/Nemeth Engineering, Inc.1509

Iron pins set are 5/8" x 30" rebar topped by an orange cap1510stamped "KNE PS NO. 7799."1511

The foregoing legal description may be corrected or1512modified by the Department of Administrative Services as1513

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

conveyance of the real estate described in division (A) of this1540section shall be paid by the grantee and The Ohio State1541University in the manner provided for in the real estate1542

purchase agreement.

The net proceeds of the sale shall be deposited into1544university accounts for purposes to be determined by the Board1545of Trustees of The Ohio State University.1546

1547 (F) Subsequent to the effective date of this act, the Department of Administrative Services shall request the Auditor 1548 of State, with the assistance of the Attorney General, to 1549 prepare a deed for the conveyance of the real estate described 1550 in division (A) of this section. The deed shall state the 1551 consideration and shall be executed by the Governor in the name 1552 of the state, countersigned by the Secretary of State, sealed 1553 with the Great Seal of the State, presented in the Office of the 1554 Auditor of State for recording, and delivered to the Grantee. 1555 The Grantee shall present the deed for recording in the Office 1556 of the Franklin County Recorder. 1557

(G) This section expires three years after its effectivedate.1559

Section 14. (A) The Governor may execute a deed in the 1560 name of the state conveying to GZD Investments LLC, an Ohio 1561 limited liability company ("Grantee"), and to its successors and 1562 assigns, or to an alternate grantee as set forth below in 1563 division (C) of this section, all of the state's right, title, 1564 and interest in the following described real estate: 1565

PARCEL 1

1566

Situate in the State of Ohio, County of Franklin, City of1567Gahanna, being located in Quarter Township 1, Township 1, Range156817, United States Military Lands and being part of the 22.9501569acre tract conveyed to The Vista at Rocky Fork, Limited1570Partnership, by deed of record in Official Record 15946B20, all1571

references being to records in the Recorder's Office, Franklin 1572 County, Ohio and bounded and described as follows: 1573 Beginning at a point in the westerly right-of-way line of 1574 Hamilton Road at the southwesterly corner of a 1.152 acre tract 1575 conveyed to The City of Gahanna, by deed of record in Official 1576 Record 15946B09, said point also being in the southerly line of 1577 said The Vista at Rocky Fork L.P. 22.950 acre tract, the 1578 northerly line of the 57.265 acre tract conveyed to Academy 1579 Development Limited Partnership, by deed of record in Official 1580 Record 15030C06; 1581 thence North 85° 51' 10" West, along said northerly line 1582 of the Academy Development L.P. 57.265 acre tract, a distance of 1583 485.00 feet to a point; 1584 thence North 15° 23' 12" East, a distance of 74.20 feet to 1585 1586 a point; thence North 67° 00' 00" East, a distance of 215.00 feet 1587 to a point; 1588 thence North 89° 00' 00" East, a distance of 180.00 feet 1589 1590 to a point; thence South 85° 50' 13" East, a distance of 100.00 feet 1591 to a point in the westerly right-of-way line of Hamilton Road, 1592 the westerly line of the City of Gahanna 1.152 acre tract; 1593 thence South 4° 09' 47" West, along said right-of-way line 1594 of Hamilton Road, being 50 feet westerly, as measured at right 1595 angles and parallel with the centerline of Hamilton Road, a 1596

Franklin County Parcel No. 025-009951-00 1599

distance of 187.00 feet to the place of beginning, containing

1.713 acres, more or less.

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1597

Prior Instrument Reference: 199803200064415	1600						
PARCEL 2							
Being situated in the City of Gahanna, Franklin County,	1602						
Ohio and being more particularly described as follows:	1603						
Being Lot 1 of Lion Academy Village as the same is	1604						
numbered and delineated upon the recorded plat thereof, of							
record in Plat Book 75, Page 99, Recorder's Office, Franklin							
County, Ohio.							
Franklin County Parcel No. 025-009952-00	1608						
Prior Instrument Reference: 199803200064417	1609						
The foregoing legal description may be corrected or	1610						
modified by the Department of Administrative Services as	1611						
necessary in order to facilitate the recording of the deed.							
(B)(1) The conveyance shall include the improvements and	1613						
chattels situated on the real estate, and is subject to all	1614						
easements, covenants, conditions, and restrictions of record;	1615						
all legal highways and public rights-of-way; zoning, building,	1616						
and other laws, ordinances, restrictions, and regulations; and	1617						
real estate taxes and assessments not yet due and payable. The	1618						
real estate shall be conveyed in an "as-is, where-is, with all	1619						
faults" condition.	1620						
(2) The deed or deeds for the conveyance of the real	1621						
estate may contain restrictions, exceptions, reservations,	1622						
reversionary interests, or other terms and conditions specified	1623						
in the real estate purchase agreement and/or the resolution							
adopted by the Board of Trustees of The Ohio State University.							
(3) Subsequent to the conveyance, any restrictions,	1626						

exceptions, reservations, reversionary interests, or other terms 1627

and conditions contained in the deed may be released by the1628state or the Board of Trustees of The Ohio State University1629without the necessity of further legislation.1630

(C) Consideration for the conveyance of the real estate
described in division (A) of this section is \$1,100,000, and
such conveyance shall be pursuant to a real estate purchase
agreement containing any terms and conditions acceptable to the
Board of Trustees of The Ohio State University.

If GZD Investments LLC does not complete the purchase of 1636 the real estate within the time period provided in the real 1637 estate purchase agreement, The Ohio State University may use any 1638 reasonable method of sale considered acceptable to the Board of 1639 Trustees of The Ohio State University to select an alternate 1640 grantee or grantees to complete the purchase not later than 1641 three years after the effective date of this act. All 1642 advertising costs, additional fees, and other costs incidental 1643 to the sale of the real estate to an alternate grantee or 1644 grantees, shall be negotiated by The Ohio State University as 1645 specified in a real estate purchase agreement with the alternate 1646 1647 grantee or grantees.

(D) The real estate described in division (A) of this1648section may be conveyed as an entire tract or as multiple1649parcels.1650

(E) All costs associated with the purchase, the closing,
1651
and the conveyance of the real property shall be paid by the
1652
grantee and The Ohio State University in the manner stated in
1653
the real estate purchase agreement.

The net proceeds of the sale shall be deposited into1655university accounts for purposes to be determined by the Board1656

of Trustees of The Ohio State University.

(F) Upon adoption of a resolution by the Board of Trustees 1658 of The Ohio State University, the Auditor of State, with the 1659 assistance of the Attorney General, shall prepare a deed to the 1660 real estate described in division (A) of this section. The deed 1661 shall state the consideration and shall be executed by the 1662 Governor in the name of the state, countersigned by the 1663 Secretary of State, sealed with the Great Seal of the State, 1664 presented in the Office of the Auditor of State for recording, 1665 and delivered to the grantee. The grantee shall present the deed 1666 for recording in the Office of the Franklin County Recorder. 1667

(G) This section expires three years after its effectivedate.

Section 15. (A) The Governor may execute a deed in the1670name of the state conveying to Lennox Station Holdings LLC, an1671Ohio limited liability company, and to its successors and1672assigns, all of the state's right, title, and interest in the1673following described real estate:1674

The East Half of the

Alley west of Olentangy River Road and north of King Avenue 1676

(0.055 Acre) 1677

Situated in the State of Ohio, County of Franklin, 1678 Township of Clinton, and being the easterly half of a 20 foot 1679 wide alley of Joseph Berger's Subdivision, as the same is shown 1680 and delineated upon the recorded plat thereof, of record in Plat 1681 Book 4, Page 221, Recorder's Office, Franklin County, Ohio, as 1682 vacated by the Franklin County Commissioners by Resolution No. 1683 787-00 and on file in Road Record 28, Page 82 in the Offices of 1684 the Franklin County Engineer, said alley being more particularly 1685

1657

described as follows:

Being a 20 foot wide alley bounded on the south by the1687northerly right-of-way line of a 10 foot wide alley of said1688subdivision, bounded on the west by the easterly lines of Lots1689No. 2 through No. 7 of said subdivision, bounded on the north by1690the northerly boundary line of said subdivision, and bounded on1691the east by the westerly line of Lot No.1 of said subdivision,1692containing 0.110 acres, more or less.1693

Said easterly half of the alley contains 0.055 acres, more 1694 or less. 1695

The foregoing legal description may be corrected or1696modified by the Department of Administrative Services as1697necessary in order to facilitate the recording of the deed.1698

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

(2) The deed for the conveyance of the real estate may
(2) The deed for the conveyance of the real estate may
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(2) The deed for the conveyance of the real estate may
(3) The deed for the conveyance of the real estate may
(4) The resolution adopted by the Board of Trustees of The Ohio
(4) The resolution adopted by the sale.
(5) The object of the sale.

(3) Subsequent to the conveyance, any restrictions,
exceptions, reservations, reversionary interests, or other terms
and conditions contained in the deed may be released by the
1714

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of the real estate.

state or The Ohio State University without the necessity of 1715 further legislation. 1716 (C) Consideration for the conveyance of the real estate 1717 described in division (A) of this section is \$95,000. 1718 The Ohio State University shall offer the real estate to 1719 the Lennox Station Holdings LLC through a real estate purchase 1720 agreement. If Lennox Station Holdings LLC does not complete the 1721 purchase of the real estate within the time period provided in 1722 1723 the real estate purchase agreement, the Director of Administrative Services may use any reasonable method of sale 1724 considered acceptable by The Ohio State University to determine 1725 an alternate grantee willing to complete the purchase not later 1726 than three years after the effective date of this section. The 1727 Ohio State University shall pay all advertising costs, 1728 additional fees, and other costs incident to the subsequent sale 1729

(D) The real estate described in division (A) of thissection shall be sold as an entire tract and not in parcels.1732

(E) All costs associated with the purchase, the closing,
and the conveyance of the real estate described in division (A)
1734
of this section shall be paid by the grantee and The Ohio State
University, in the manner stated in the real estate purchase
1736
agreement.

The net proceeds of the sale shall be deposited into1738university accounts and used by the Board of Trustees of The1739Ohio State University for debt retirement only.1740

(F) Upon the effective date of this act, the Department of 1741Administrative Services shall request the Auditor of State, with 1742the assistance of the Attorney General, to prepare a deed for 1743

the conveyance of the real estate described in division (A) of 1744 this section. The deed shall state the consideration and shall 1745 be executed by the Governor in the name of the state, 1746 countersigned by the Secretary of State, sealed with the Great 1747 Seal of the State, presented in the Office of the Auditor of 1748 State for recording, and delivered to the grantee. The grantee 1749 shall present the deed for recording in the Office of the 1750 Franklin County Recorder. 1751

(G) This section expires three years after its effective 1752date. 1753

Section 16. (A) The Governor may execute a deed in the1754name of the state conveying to Carnegie Management and1755Development Corporation, an Ohio corporation, and to its1756successors and assigns, all of the state's right, title, and1757interest in the following described real estate:1758

Parcel 1

Situated in the Township of Springfield, City of1760Mansfield, County of Richland, State of Ohio and being part of1761the southwest quarter of Section 12, Township 21 North, Range 191762West, and being a portion of the property conveyed to State of1763Ohio (The Ohio State University) by Deed Volume 562, Page 211 of1764the Richland County Recorder's records, and being more1765particularly described as follows:1766

Beginning for the same at an iron pin set in the northeast1767corner of said southwest quarter;1768

Thence, the following FOUR courses:

1. South 00 degrees 18 minutes 06 seconds West, 520.081770feet along the east line of said quarter to an iron pin set;1771

1759

2. South 88 degrees 47 minutes 12 seconds west, 925.90 1772 feet to an iron pin found in the southeast corner of a parcel 1773 conveyed to 55 Lex-Springmill Inv. Ltd. by Official Record 1774 Volume 1107, Page 878; 1775

3. North 00 degrees 19 minutes 03 seconds east, 520.081776feet along the east line of said 55 Lex-Springmill Inv. Ltd.1777Parcel to an iron pin set on the north line of said southwest1778quarter;1779

4. North 88 degrees 47 minutes 12 seconds east, 925.751780feet along said north line of said quarter to the Place of1781Beginning and containing 11.050 acres, more or less, and subject1782to all legal highways, easements, leases, reservations, and use1783restrictions of record.1784

According to survey by K.E. McCartney & Associates, Inc. 1785 made August, 2016. 1786

Richland County Parcel No. 039-91-500-02-000

Parcel 2

Situated in the Township of Springfield, City of Ontario,1789County of Richland, State of Ohio and being part of the1790southwest quarter of Section 12, Township 21 North, Range 191791West, and being a portion of the property conveyed to State of1792Ohio (The Ohio State University) by Deed Volume 562, Page 211 of1793the Richland County Recorder's records, and being more1794particularly described as follows:1795

Commencing at an iron pin set in the northeast corner of1796said southwest quarter; thence, South 00 degrees 18 minutes 061797seconds West, 520.08 feet along the east line of said quarter to1798an iron pin set, the Place of Beginning of the parcel herein1799described:1800

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1787

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

all legal highways and public rights-of-way; zoning, building,1829and other laws, ordinances, restrictions, and regulations; and1830real estate taxes and assessments not yet due and payable. The1831real estate shall be conveyed in an "as-is, where-is, with all1832faults" condition.1833

(2) The deed or deeds may contain restrictions,
exceptions, reservations, reversionary interests, or other terms
and conditions specified in the real estate purchase agreement
and/or the resolution adopted by the Board of Trustees of The
Ohio State University.

(3) Subsequent to the conveyance, any restrictions,
exceptions, reservations, reversionary interests, or other terms
and conditions contained in the deed or deeds may be released by
1841
the state or the Board of Trustees of The Ohio State University
1842
without the necessity of further legislation.

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

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

negotiated by The Ohio State University and specified in a real 1859 estate purchase agreement with the alternate grantee or 1860 grantees. 1861

(D) The real estate described in division (A) of this1862section may be conveyed as an entire tract or as multiple1863parcels.

(E) All costs associated with the purchase, closing, and
1865
conveyance of the real estate shall be paid by the grantee or
grantees and The Ohio State University in the manner stated in
1867
the real estate purchase agreement.

The net proceeds of the sale shall be deposited into1869university accounts for purposes to be determined by the Board1870of Trustees of The Ohio State University.1871

(F) Upon adoption of a resolution by the Board of Trustees 1872 of The Ohio State University, the Auditor of State, with the 1873 assistance of the Attorney General, shall prepare a deed or 1874 deeds to the real estate described in division (A) of this 1875 section. The deed or deeds shall state the consideration and 1876 shall be executed by the Governor in the name of the state, 1877 1878 countersigned by the Secretary of State, sealed with the Great Seal of the State, presented in the Office of the Auditor of 1879 1880 State for recording, and delivered to the grantee or grantees. The grantee or grantees shall present the deed or deeds for 1881 recording in the Office of the Richland County Recorder. 1882

(G) This section expires three years after its effective1883date.

Section 17. (A) Notwithstanding division (A) (5) of section1885123.01 of the Revised Code, the Director of Administrative1886Services may execute a perpetual easement in the name of the1887

state granting to the City of Columbus, Ohio, and to its1888successors and assigns, a perpetual easement for sanitary sewer1889purposes burdening the following described real estate:1890

Situated in the State of Ohio, County of Franklin, City of 1891 Columbus, lying in Quarter Township 3, Township 1, Range 18, 1892 United States Military Lands, being on, over, and across that 1893 193 acre and 62 pole tract conveyed to State of Ohio (Ohio State 1894 University) by deed of record in Deed Book 103, Page 547 and 1895 that 32.093 acre tract of land conveyed to State of Ohio (Ohio 1896 State University) by deed of record Deed Book 602, Page 561, 1897 respectively, (all references are to the records of the 1898 Recorder's Office, Franklin County, Ohio) and being more 1899 particularly described as follows: 1900

Beginning, for reference, at a 3/4" solid iron pin in a 1901 monument box found in the centerline of right-of-way of King 1902 Avenue, located at King Avenue centerline station 20+00.00 as 1903 shown on Cannon Drive Centerline Plat of record in Plat Book __, 1904 Page ____; 1905

thence North 86° 57' 16" West, with said centerline, a 1906 distance of 6.78 feet, to the centerline intersection of King 1907 Avenue with Street A (a private right-of-way) as shown on said 1908 Cannon Drive Centerline Plat, located at King Avenue centerline 1909 station 19+93.22 and Street A centerline station 10+00.00 as 1910 shown on said Cannon Drive Centerline Plat; 1911

thence North 03° 10' 49" East, with the centerline of1912Street A, a distance of 30.00 feet, to the northerly right-of-1913way line of King Avenue;1914

thence North 86° 57' 16" West, with said northerly right- 1915 of-way line, a distance of 31.87 feet, to the True Point of 1916

Beginning;	1917				
thence North 86° 57' 16" West, continuing with said	1918				
northerly right-of-way line, a distance of 75.43 feet, to a	1919				
point;	1920				
thence crossing said State of Ohio (Ohio State University)	1921				
tracts, the following courses and distances;	1922				
cracts, the following courses and distances;	1922				
North 65° 48' 57" West, a distance of 113.10 feet to a	1923				
point;	1924				
	1				
North 87 $^\circ$ 09' 14" West, a distance of 191.16 feet to a	1925				
point;	1926				
North 01° 10' 50" West, a distance of 360.52 feet to a	1927				
point;	1928				
point,	1920				
North 02° 58' 17" East, a distance of 197.58 feet to a	1929				
point;	1930				
North 03° 14' 49" East, a distance of 258.02 feet to a	1931				
point;	1932				
North 03° 06' 18" East, a distance of 334.05 feet to a	1933				
point;	1934				
	1994				
North 03° 36' 49" East, a distance of 282.00 feet to a	1935				
point;	1936				
North 03° 07' 04" East, a distance of 308.57 feet to a	1937				
point;	1938				
North 68° 33' 20" East, a distance of 108.14 feet to a	1939				
point; 1940					
North 17° 58' 13" West, a distance of 77.82 feet to a	1941				
point;	1942				

	North	19°	07'	27"	West,	a	distance	of	229.82 feet to a	1943
point; 194					1944					
	North	18°	52'	44"	West,	a	distance	of	230.37 feet to a	1945
point	;									1946
	North	51°	13'	14"	East,	а	distance	of	61.96 feet to a	1947
<pre>point;</pre>							1948			
	South	88°	00'	53"	East,	a	distance	of	320.39 feet to a	1949
point	:;									1950
	South	85°	15'	52"	East,	a	distance	of	133.54 feet to a	1951
point	:;									1952
	North	85°	26'	41"	East,	a	distance	of	176.73 feet to a	1953
point	:;									1954
	North	48°	13'	13"	East,	a	distance	of	63.47 feet to a	1955
point	:;									1956
	South	41°	46'	47 "	East,	a	distance	of	30.00 feet to a	1957
point	:;									1958
	South	48°	13'	13"	West,	a	distance	of	73.57 feet to a	1959
point; 1						1960				
	South	85°	26'	41"	West,	a	distance	of	189.27 feet to a	1961
point	<pre>point;</pre>						1962			
	North	85°	15'	52"	West,	a	distance	of	135.26 feet to a	1963
point	:;									1964
	North	88°	00'	53"	West,	a	distance	of	308.52 feet to a	1965
point; 19						1966				
	South	51°	13'	14"	West,	a	distance	of	29.77 feet to a	1967
point	;									1968

South 18° 52' 44" East, a distance of 209.26 feet to a 1969 1970 point; South 19°07'27" East, a distance of 230.06 feet to a 1971 point; 1972 South 17° 58' 13" East, a distance of 106.35 feet to a 1973 point; 1974 South 68° 33' 20" West, a distance of 117.10 feet to a 1975 1976 point; South 03° 07' 04" West, a distance of 289.43 feet to a 1977 1978 point; South 03° 36' 49" West, a distance of 282.00 feet to a 1979 point; 1980 South 03° 06' 18" West, a distance of 333.95 feet to a 1981 point; 1982 South 03° 14' 49" West, a distance of 257.98 feet to a 1983 point; 1984 South 02° 58' 17" West, a distance of 196.42 feet to a 1985 point; 1986 South 01° 10' 50" East, a distance of 331.48 feet to a 1987 point; 1988 South 87° 09' 14" East, a distance of 168.84 feet to a 1989 point; 1990 South 65° 48' 57" East, a distance of 123.09 feet to a 1991 point; 1992 South 78° 59' 39" East, a distance of 61.14 feet to a 1993 1994 point;

The bearings shown on these plans were transferred from a 1997 field traverse originating from and tying to Franklin County 1998 Survey Control Monuments, including MORLAN and TACKETT, and is 1999 based on the Ohio State Plane Coordinate System, South Zone as 2000 per NAD 83. The portion of the centerline of King Avenue, having 2001 a bearing of South 86° 57' 16" East, is designated the "basis of 2002 bearing" for this plat. 2003 Iron pins set, where indicated, are iron pipes, thirteen 2004 sixteenths (13/16) inch inside diameter, thirty (30) inches long 2005 with a plastic plug placed in the top bearing the initials EMHT 2006 INC. 2007 This description is based on an actual field survey 2008 performed by or under the direct supervision of John C. Dodgion, 2009 Registered Surveyor Number 8069 in March 2016. 2010 The foregoing legal description may be corrected or 2011 modified by the Department of Administrative Services as 2012 necessary in order to facilitate the recording of the perpetual 2013 2014 easement. (B) The perpetual easement shall state the obligations of, 2015 and the duties to be observed and performed by, the City of 2016 Columbus, Ohio, with regard to the perpetual easement, and shall 2017 require the City of Columbus, Ohio, to assume perpetual 2018 responsibility for constructing, operating, maintaining, 2019 repairing, reconstructing, and replacing the sanitary sewer 2020 pipeline that will be located on the real estate. 2021 (C) Consideration for granting the perpetual easement is 2022 \$1. 2023

South 03° 02' 44" West, a distance of 17.95 feet to the

True Point of Beginning, containing 2.387 acres, more or less.

1995

(D) The Director of Administrative Services, with the 2024 assistance of the Attorney General, shall prepare the perpetual 2025 easement document. The perpetual easement shall state the 2026 consideration and the terms and conditions for the granting of 2027 the perpetual easement. The perpetual easement shall be executed 2028 by the Director of Administrative Services in the name of the 2029 state, presented in the Office of the Auditor of State for 2030 recording, and delivered to the City of Columbus, Ohio. The City 2031 of Columbus, Ohio, shall present the perpetual easement for 2032 recording in the Office of the Franklin County Recorder. The 2033 City of Columbus, Ohio, shall pay the recording costs and fees. 2034

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

Section 18. (A) The Governor may execute a deed in the 2037 name of the state conveying to a selected Grantee or Grantees, 2038 their heirs, successors, and assigns, to be determined in the 2039 manner provided in division (C) of this section, all of the 2040 state's right, title, and interest in the following described 2041 real estate: 2042

Situated in City of Athens, Athens Township, Athens 2043 County, State of Ohio 2044

Being a 0.561 acre parcel of land located in Farm Lot 45,2045Section 10, Township 09 North, Range 14 West, Ohio Company2046Purchase, City of Athens, Athens Township, Athens County, State2047of Ohio and being inclusive of a residual 0.55 acre parcel as2048conveyed to Dwight H. Mutchler by a deed recorded in Volume 902049Page 139 of said county Deed Records and being more fully2050bounded and described as follows:2051

Beginning at an iron pin set in the easterly line of

2035

2036

Columbia Avenue, a variable width right of way, and the 2053 southwesterly corner of aforesaid 0.561 acre parcel, from which 2054 for reference, the southwesterly corner of Farm Lot No. 45 bears 2055 the following three courses; S 30° 28' 35" W, 79.47 feet to a 2056 point; thence S 05° 27' 35" W, 189.50 feet to an iron pin found 2057 (5/8" rebar); thence N 84° 32' 25" W, 347.00 feet to a point 2058 being the southwesterly corner of said Farm Lot 45; 2059

Course No. 1: Thence, N 30° 28' 35" E, being the basis of 2060 bearings of this description, with the westerly line of 2061 aforesaid 0.561 acre parcel and easterly line of said Columbia 2062 Avenue, 95.74 feet to an iron pin found (5/8" rebar), being the 2063 southwesterly corner of a 0.55 acre parcel as conveyed to Terry 2064 Conry and Joy Lynn John as recorded in Volume 41 Page 799 of 2065 said county Deed Records; 2066

Course No. 2: Thence, S 50° 17' 25" E, with the southerly2067line of aforesaid 0.55 acre parcel, passing an iron pin found2068(5/8" rebar), at 176.60 feet for reference, a total distance of2069276.60 feet to an iron pin found (5/8" rebar), being the2070southerly corner of a 0.49 acre parcel as conveyed to Peter2071Kramer & Barbara Fisher as recorded in Official Records Book 3792072Page 359 of said county Deed Records;2073

Course No. 3: Thence, S 03° 34' 35" W, along the westerly2074line of a 1.140 acre parcel as conveyed to Emily Gurhans & Marc2075Singer as recorded in Official Record Book 409 Page 1982 of said2076county Deed Records, 85.19 feet to an iron pin set, being the2077northeasterly corner of a 1.39 acre parcel as conveyed to2078Michael & Helen Keyes as recorded in Official Record Book 2842079Page 1568 of said county Deed Records;2080

Course No. 4: Thence, N 55° 00' 25" W, with the northerly2081line of aforesaid 1.39 acre parcel, 312.53 feet to an iron pin2082

set, being the Point of Beginning, containing 0.561 acres, more 2083 or less, and being subject to all legal rights of way and 2084 easements of record. 2085 All iron pins set being 5/8" x 30" rebar with plastic cap 2086 stamped "Buckley Group 04153". 2087 Description prepared by Ryan D. Buckley from a field 2088 survey in April 2014, under the direct supervision of Thomas E. 2089 Snyder, Professional Surveyor No. PS 6651. 2090 The foregoing legal description may be corrected or 2091 modified by the Department of Administrative Services as 2092 necessary in order to facilitate the recording of the deed. 2093 (B) (1) The conveyance shall include the improvements and 2094 chattels situated on the real estate, and is subject to all 2095 easements, covenants, conditions, and restrictions of record; 2096 all legal highways and public rights-of-way; zoning, building, 2097 and other laws, ordinances, restrictions, and regulations; and 2098 real estate taxes and assessments not yet due and payable. The 2099 real estate shall be conveyed in an "as-is, where-is, with all 2100 faults" condition. 2101

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

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

Sub. S. B. No. 364 As Passed by the Senate

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

2124 The purchaser shall pay ten percent of the purchase price to the Director of Administrative Services not later than five 2125 business days after receiving the notice the bid has been 2126 accepted and shall enter into a real estate purchase agreement, 2127 in the form prescribed by the Department of Administrative 2128 Services. Payment may be made in cash or certified check made 2129 payable to the Treasurer of State. The purchaser shall pay the 2130 balance of the purchase price to the Director at closing. A 2131 purchaser who does not complete the conditions of the sale as 2132 prescribed in this division shall forfeit the ten percent of the 2133 purchase price paid to the state as liquidated damages. If a 2134 purchaser fails to complete the purchase, the Director of 2135 Administrative Services may accept the next highest bid, subject 2136 to the foregoing conditions. If the Director of Administrative 2137 Services rejects all bids, the Director of Administrative 2138 Services may repeat the sealed bid auction or public auction, or 2139 may use an alternative sale process that is acceptable to Ohio 2140 University. Any subsequent costs attributed to the marketing of 2141 a secondary sale process shall be the responsibility of Ohio 2142

University.	2143
(D) The real estate described in division (A) of this	2144
section shall be sold as an entire tract and not in parcels.	2145
(E) Except as otherwise specified in this section, the	2146
purchaser shall pay all costs associated with the purchase,	2147
closing, and conveyance, including surveys, title evidence,	2148
title insurance, transfer costs and fees, recording costs and	2149
fees, taxes, and any other fees, assessments, and costs that may	2150
be imposed.	2151
The net proceeds of the sale of the real estate shall be	2152
paid to Ohio University and deposited into the Ohio University	2153
Endowment Fund.	2154
(F) Upon notice received from the Director of	2155
Administrative Services, the Auditor of State, with the	2156
assistance of the Attorney General, shall prepare a deed to the	2157
real estate described in division (A) of this section. The deed	2158
shall state the consideration and shall be executed by the	2159
Governor in the name of the state, countersigned by the	2160
Secretary of State, sealed with the Great Seal of the State,	2161
presented in the Office of the Auditor of State for recording,	2162
and delivered to the grantee. The grantee shall present the deed	2163
for recording in the Office of the Athens County Recorder.	2164
(G) This section expires three years after its effective	2165
date.	2166
Section 19. (A) The Governor may execute a deed in the	2167
name of the state conveying to Children's Hospital Medical	2168
Center, an Ohio nonprofit corporation ("Grantee"), and to its	2169
successors and assigns, or to an alternate grantee or grantees	2170
as set forth below in division (C) of this section, all of the	2171

state's right, title, and interest in the following described	2172
real estate:	2173
Situated in Section 14, Town 3, Fractional Range 2, BTM,	2174
City of Cincinnati, Hamilton County, Ohio and being part of an	2175
18.008 acre tract of land as depicted on P.B. 453, Pg. 78 and	2176
recorded in O.R. 13231, Pg. 206 of the Hamilton County, Ohio	2177
Recorder's Office, the boundary of which being more particularly	2178
described as follows:	2179
Beginning at a magnail found at the southeast corner of	2180
Lot 167 of Mt. Auburn and Avondale Syndicate Subdivision as	2181
recorded in P.B. 8, Volume 1, Page 44;	2182
Thence along the east line of said Lot 167, N06°11'54"E a	2183
distance of 150.26 feet to a cross notch found in the south	2184
right of way line of Erkenbrecher Avenue;	2185
Thence along said south right of way line, S84°17'10"E a	2186
distance of 50.00 feet to a pipe found at the northwest corner	2187
of Lot 165 of the aforementioned Mt. Auburn and Avondale	2188
Syndicate Subdivision;	2189
Thence along the west line of said Lot 165, SO6°11'54"W a	2190
distance of 150.22 feet to the southwest corner of said Lot 165,	2191
witness a pipe found lying 0.7 feet north;	2192
Thence along the south line of said subdivision,	2193
S84°19'38"E a distance of 190.82 feet to a 5/8" iron pin found	2194
at the northwest corner of a 6.259 acre (deed) tract of land	2195
conveyed to Children's Hospital Medical Center in D.B. 3922, Pg.	2196
86;	2197
Thence along the east line of said 6.259 acre (deed) tract	2198
of land, S06°11'02"W a distance of 290.59 feet to a 5/8" iron	2199
pin set;	2200

courses:	2202
1. N82°32'20"W a distance of 154.29 feet to a magnail set;	2203
2. N33°29'17"W a distance of 160.84 feet to a magnail set;	2204
3. N84°21'04"W a distance of 113.14 feet to a magnail set	2205
in the east terminus of Louis Avenue;	2206
Thence in part along said east terminus and along the east	2207
line of Lot 7 of the Subdivision of Andrew McMillan's 80 Acre	2208
Tract as recorded in P.B. 14, Pg. 29, N06°05'45"E a distance of	2209
161.10 feet to a pipe found in the south line of the	2210
aforementioned Mt. Auburn and Avondale Syndicate Subdivision;	2211
Thence along said south line, S84°19'38"E a distance of	2212
129.52 feet to the Point of Beginning.	2213
Containing 2.138 acres of land more or less and being	2214
subject to easements, restrictions and rights of way of record.	2215
Bearings are based on the Ohio State Plane Coordinates-	2216
South Zone as shown on a topographic survey performed by Clifton	2217
Engineering- "UC Kettering North Wing" dated June 1, 2010 with a	2218
project # of 10002.	2219
The above description is based on a field survey performed	2220
by The Kleingers Group under the direct supervision of Matthew	2221
D. Habedank, Ohio Professional Surveyor No. 8611.	2222
The foregoing legal description may be corrected or	2223
modified by the Department of Administrative Services as	2224
necessary in order to facilitate the recording of the deed.	2225
(B)(1) The conveyance includes the improvements and	2226

chattels situated on the real estate, and is subject to all

Thence along new division lines the following three (3)

2201

2227

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

(2) The deed or deeds may contain restrictions,
exceptions, reservations, reversionary interests, or other terms
and conditions the Director of Administrative Services and the
Board of Trustees of the University of Cincinnati determine to
be in the best interest of the state.

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

(C) Consideration for the conveyance of the real estatedescribed in division (A) of this section is \$1,900,000.2245

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

real estate purchase agreement with the alternate grantee or	2258
grantees.	2259
(D) The real estate described in division (A) of this	2260
section shall be sold as an entire tract and not in parcels.	2261
(E) The grantee shall pay all costs associated with the	2262
purchase, closing, and conveyance, including surveys, title	2263
evidence, title insurance, transfer costs and fees, recording	2264
costs and fees, taxes, and any other fees, assessments, and	2265
costs that may be imposed.	2266
The net proceeds of the sale shall be deposited into	2267
university accounts for purposes to be determined by the Board	2268
of Trustees of the University of Cincinnati.	2269
(F) Upon payment of the purchase price, the Auditor of	2270
State, with the assistance of the Attorney General, shall	2271
prepare a deed to the real estate described in division (A) of	2272
this section. The deed shall state the consideration and shall	2273
be executed by the Governor in the name of the state,	2274
countersigned by the Secretary of State, sealed with the Great	2275
Seal of the State, presented in the Office of the Auditor of	2276
State for recording, and delivered to the Grantee. The grantee	2277
shall present the deed for recording in the Office of the	2278
Hamilton County Recorder.	2279
(G) This section expires three years after its effective	2280
date.	2281
Section 20. (A) The Governor may execute a deed in the	2282
name of the state conveying to UC Health, LLC, an Ohio nonprofit	2283
corporation ("Grantee"), and to its successors and assigns, or	2284
to an alternate grantee or grantees as set forth below in	2285
division (C) of this section, all of the state's right, title,	2286

and interest in the following described real estate:

Situated in Section 14, Town 3, Fractional Range 2, BTM,2288City of Cincinnati, Hamilton County, Ohio, being all of the land2289depicted on P.B. 453, Pg. 77 and recorded in O.R. 13231, Pg. 2052290of the Hamilton County, Ohio Recorder's Office, the boundary of2291which being more particularly as follows:2292

Beginning at a cross notch set at the intersection of the2293east right of way line of Bellevue Avenue with the south right2294of way line of Piedmont Avenue;2295

Thence along said south right of way line, S83°59'01"E a 2296 distance of 348.94 feet to the intersection of said south right 2297 of way line with the west right of way line of Highland Avenue, 2298 said point being witnessed by a cross notch lying North 7.0 feet 2299 and West 0.1 feet and a cross notch lying North 0.1 feet and 2300 West 7.1 feet; 2301

Thence along said west right of way line S05°54'55"W a 2302 distance of 175.36 feet to a cross notch set at the intersection 2303 of said west right of way line with the north right of way line 2304 of Martin Luther King Jr. Drive; 2305

Thence along said north right of way line, N83°58'40"W a 2306 distance of 349.68 feet to a cross notch set at the intersection 2307 of said north right of way line with the aforementioned east 2308 right of way line of Bellevue Avenue; 2309

Thence along said east right of way line, N06°09'20"E a2310distance of 175.32 feet to the point of beginning.2311

Containing 1.406 acres, more or less and being subject to2312easements, restrictions and rights of way of record.2313

Bearings are based on Ohio State Plane Coordinates-South 2314

2287

Zone. 2315 The above description is based on a field survey performed 2316 by the Kleingers Group under the direct supervision of Matthew 2317 D. Habedank, Ohio Professional Surveyor No. 8611. 2318 The foregoing legal description may be corrected or 2319 modified by the Department of Administrative Services as 2320 necessary in order to facilitate the recording of the deed. 2321 2322 (B)(1) The conveyance includes the improvements and chattels situated on the real estate, and is subject to all 2323 easements, covenants, conditions, and restrictions of record; 2324 2325 all legal highways and public rights-of-way; zoning, building, and other laws, ordinances, restrictions, and regulations; and 2326 real estate taxes and assessments not yet due and payable. The 2327 real estate shall be conveyed in an "as-is, where-is, with all 2328 faults" condition. 2329 (2) The deed or deeds may contain restrictions, 2330 exceptions, reservations, reversionary interests, or other terms 2331 and conditions the Director of Administrative Services and the 2332 Board of Trustees of the University of Cincinnati determine to 2333 be in the best interest of the state. 2334 (3) Subsequent to the conveyance, any restrictions, 2335 exceptions, reservations, reversionary interests, or other terms 2336 and conditions contained in the deed may be released by the 2337 state or the Board of Trustees of the University of Cincinnati 2338 without the necessity of further legislation. 2339 (C) Consideration for the conveyance of the real estate is 2340 \$1,800,000. 2341

If UC Health, LLC does not complete the purchase of the2342real estate within the time period provided in the real estate2343

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

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

(E) Except as otherwise specified in this section, the
2357
grantee shall pay all costs associated with the purchase,
closing, and conveyance, including surveys, title evidence,
title insurance, transfer costs and fees, recording costs and
fees, taxes, and any other fees, assessments, and costs that may
be imposed.

The net proceeds of the sale shall be deposited into2363university accounts for purposes to be determined by the Board2364of Trustees of the University of Cincinnati.2365

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

2355 2356

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

2402 rear. Permanent Parcel No.: 53-003-0-089.00 2403 Parcel No. 3 2404 Situated in the City of Youngstown, County of Mahoning and 2405 State of Ohio, and known as being a part of Youngstown City Lot 2406 No. 1849 according to the latest enumeration of lots in said 2407 City, as recorded in Volume 4 of Plats, Page 14, Mahoning County 2408 Records, and more particularly bounded and described as follows: 2409 2410 Beginning at the southwest corner of Youngstown City Lot 2411 No. 1849, said point also being the southeast corner of

Youngstown City Lot No. 1916; thence northerly along the west 2412 line of said Lot No. 1849 a distance of 50 feet to a point; 2413 thence easterly and parallel to the southerly line of Lincoln 2414 Avenue a distance of 25 feet to a point; thence southerly along 2415 a line parallel to the west line of said Lot No. 1849 a distance 2416 of 50 feet to a point on the southerly line of said Lot No. 2417 1849, thence westerly along the southerly line of said Lot No. 2418 1849 a distance of 25 feet to the point of beginning, be the 2419 same more or less, but subject to all legal highways. 2420

Permanent Parcel No.: 53-003-0-199.00 2421

The foregoing legal descriptions may be corrected or2422modified by the Department of Administrative Services as2423necessary in order to facilitate the recording of the deed.2424

(B) (1) The conveyance from the state to the Grantee 2425 includes all improvements currently situated on the real estate, 2426 and is subject to all easements, covenants, conditions, and 2427 restrictions of record: all legal highways and public rights-of- 2428 way; zoning, building, and other laws, ordinances, restrictions, 2429 and regulations; and real estate taxes and assessments not yet 2430

due and payable. The real estate shall be conveyed in an "as-is, 2431 where-is, with all faults" condition. 2432 (2) The deed may contain restrictions, exceptions, 2433 reservations, reversionary interests, or other terms and 2434 conditions the Director of Administrative Services determines to 2435 be in the best interest of the state. 2436 (3) Subsequent to the conveyance, any restrictions, 2437 exceptions, reservations, reversionary interests, or other terms 2438 and conditions contained in the deed may be released by the 2439 state or Youngstown State University without the necessity of 2440 further legislation. 2441 (C) As consideration for the conveyance of the state real 2442 estate, Charles H. Staples and Margaret A. Staples shall convey 2443 to the State of Ohio, for the use and benefit of Youngstown 2444 State University, the following described real estate: 2445 Situated in the City of Youngstown, County of Mahoning and 2446 State of Ohio and known as being Youngstown City Lot 3263 2447 according to the latest enumeration of lots in said city 2448 recorded in Plat Volume 3, Page 7, be the same more or less. 2449 Parcel Number 53-005-0-416.00-0 2450 The foregoing legal description may be corrected or 2451 modified by the Department of Administrative Services as 2452 necessary in order to facilitate the recording of the deed. 2453 The Director of Administrative Services and Charles H. 2454 Staples and Margaret A. Staples, shall execute a real estate 2455 purchase agreement in a form prescribed by the Department of 2456 Administrative Services setting forth the terms and conditions 2457

Administrative Services setting forth the terms and conditions2457of the subject land exchange. If Charles H. Staples and Margaret2458A. Staples do not complete the purchase of the real estate2459

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within the time period provided in the real estate purchase 2460 agreement, the Director of Administrative Services may use any 2461 reasonable method of sale considered acceptable by the President 2462 of Youngstown State University to convey the state-owned real 2463 estate to an alternate grantee not later than three years after 2464 the effective date of this section. 2465

(D) The real estate described in division (A) of this2466section may be conveyed as multiple parcels.2467

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

(F) The Auditor of State, with the assistance of the 2473 Attorney General, shall prepare a deed conveying the real estate 2474 described in division (A) of this section to the grantee. The 2475 deed shall state the consideration and shall be executed by the 2476 Governor in the name of the state, countersigned by the 2477 Secretary of State, sealed with the Great Seal of the State, 2478 presented in the Office of the Auditor of State for recording, 2479 and delivered to the grantee. The grantee shall present the deed 2480 for recording in the Office of the Mahoning County Recorder. 2481

(G) This section expires three years after its effective 2482date. 2483