(134th General Assembly)
(Amended Substitute House Bill Number 377)

AN ACT

To amend sections 124.81, 145.012, and 505.60 of the Revised Code and to amend Section 220.11 of H.B. 168 of the 134th General Assembly, Section 5 of H.B. 175 of the 134th General Assembly, Section 7 of S.B. 9 of the 134th General Assembly, and Section 7 of S.B. 11 of the 134th General Assembly to establish the Appalachian Community Grant Program, to specify certain election workers are excluded from PERS membership, expand the category of first responders of certain townships who are considered part-time for health coverage purposes, convey state-owned land, correct an outdated reference to state treasury warrants, and to make appropriations.

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

SECTION 1. That sections 124.81, 145.012, and 505.60 of the Revised Code be amended to read as follows:

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

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

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

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

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

set forth for each municipal court judge in sections 141.04 and 1901.11 of the Revised Code, and set forth for each county court judge in sections 141.04 and 1907.16 of the Revised Code.

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

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

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

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

(G) Notwithstanding any other provision of the Revised Code, any public employer, including the state, and any of its political subdivisions, including, but not limited to, any county, county hospital, municipal corporation, township, park district, school district, state institution of higher education, public or special district, state agency, authority, commission, or board, or any other branch of public employment, and any collective bargaining representative of employees of the

state or any political subdivision may agree in a collective bargaining agreement that any mutually agreed fringe benefit including, but not limited to, hospitalization, surgical care, major medical care, disability, dental care, vision care, medical care, hearing aids, prescription drugs, group life insurance, sickness and accident insurance, group legal services, or a combination thereof, for employees and their dependents be provided through a mutually agreed upon contribution to a jointly administered trust fund. Amounts from the fund may be used to pay direct and indirect costs that are attributable to consultants or a third-party administrator and that are necessary to administer this section. The amount, type, and structure of fringe benefits provided under this division is subject to the determination of the board of trustees of the jointly administered trust fund. Notwithstanding any other provision of the Revised Code, competitive bidding does not apply to the purchase of fringe benefits for employees under this division through a jointly administered trust fund.

Sec. 145.012. (A) "Public employee," as defined in division (A) of section 145.01 of the Revised Code, does not include any person:

(1) Who is employed by a private, temporary-help service and performs services under the direction of a public employer or is employed on a contractual basis as an independent contractor under a personal service contract with a public employer;

(2) Who is an emergency employee serving on a temporary basis in case of fire, snow, earthquake, flood, or other similar emergency;

(3) Who is employed in a program established pursuant to the "Job Training Partnership Act," 96 Stat. 1322 (1982), 29 U.S.C.A. 1501;

(4) Who is an appointed member of either the motor vehicle salvage dealers board or the motor vehicle dealer's board whose rate and method of payment are determined pursuant to division (J) of section 124.15 of the Revised Code;

(5) Who is employed as an election worker and paid less than six hundred dollars per calendar year for that service, <u>except for a calendar year in which more than one primary election and one general election are held, the person is paid six hundred dollars plus an amount not to exceed four hundred dollars for that service</u>;

(6) Who is employed as a firefighter in a position requiring satisfactory completion of a firefighter training course approved under former section 3303.07 or section 4765.55 of the Revised Code or conducted under section 3737.33 of the Revised Code except for the following:

(a) Any firefighter who has elected under section 145.013 of the Revised Code to remain a contributing member of the public employees retirement system;

(b) Any firefighter who was eligible to transfer from the public employees retirement system to the Ohio police and fire pension fund under section 742.51 or 742.515 of the Revised Code and did not elect to transfer;

(c) Any firefighter who has elected under section 742.516 of the Revised Code to transfer from the Ohio police and fire pension fund to the public employees retirement system.

(7) Who is a member of the board of health of a city or general health district, which pursuant to sections 3709.051 and 3709.07 of the Revised Code includes a combined health district, and whose compensation for attendance at meetings of the board is set forth in division (B) of section 3709.02 or division (B) of section 3709.05 of the Revised Code, as appropriate;

(8) Who participates in an alternative retirement plan established under Chapter 3305. of the

Revised Code;

(9) Who is a member of the board of directors of a sanitary district established under Chapter 6115. of the Revised Code;

(10) Who is a member of the unemployment compensation advisory council;

(11) Who is an employee, officer, or governor-appointed member of the board of directors of the nonprofit corporation formed under section 187.01 of the Revised Code;

(12) Who is employed by the nonprofit entity established to provide advocacy services and a client assistance program for people with disabilities under Section 319.20 of Am. Sub. H.B. 153 of the 129th general assembly and whose employment begins on or after October 1, 2012.

(B) No inmate of a correctional institution operated by the department of rehabilitation and correction, no patient in a hospital for the mentally ill or criminally insane operated by the department of mental health and addiction services, no resident in an institution for persons with intellectual disabilities operated by the department of developmental disabilities, no resident admitted as a patient of a veterans' home operated under Chapter 5907. of the Revised Code, and no resident of a county home shall be considered as a public employee for the purpose of establishing membership or calculating service credit or benefits under this chapter. Nothing in this division shall be construed to affect any service credit attained by any person who was a public employee before becoming an inmate, patient, or resident at any institution listed in this division, or the payment of any benefit for which such a person or such a person's beneficiaries otherwise would be eligible.

Sec. 505.60. (A) As provided in this section and section 505.601 of the Revised Code, the board of township trustees of any township may procure and pay all or any part of the cost of insurance policies that may provide benefits for hospitalization, surgical care, major medical care, disability, dental care, eye care, medical care, hearing aids, prescription drugs, or sickness and accident insurance, or a combination of any of the foregoing types of insurance for township officers and employees. The board of township trustees of any township may negotiate and contract for the purchase of a policy of long-term care insurance for township officers and employees pursuant to section 124.841 of the Revised Code.

If the board procures any insurance policies under this section, the board shall provide uniform coverage under these policies for township officers and full-time township employees and their immediate dependents, and may provide coverage under these policies for part-time township employees and their immediate dependents, from the funds or budgets from which the officers or employees are compensated for services, such policies to be issued by an insurance company duly authorized to do business in this state.

(B) The board may also provide coverage for any or all of the benefits described in division (A) of this section by entering into a contract for group health care services with health insuring corporations holding certificates of authority under Chapter 1751. of the Revised Code for township officers and employees and their immediate dependents. If the board so contracts, it shall provide uniform coverage under any such contracts for township officers and full-time township employees and their immediate dependents, from the funds or budgets from which the officers or employees are compensated for services, and may provide coverage under such contracts for part-time township employees and their immediate dependents, from the funds or budgets from which the officers or employees are compensated for services, provided that each officer and employee so covered is

permitted to:

(1) Choose between a plan offered by an insurance company and a plan offered by a health insuring corporation, and provided further that the officer or employee pays any amount by which the cost of the plan chosen exceeds the cost of the plan offered by the board under this section;

(2) Change the choice made under this division at a time each year as determined in advance by the board.

An addition of a class or change of definition of coverage to the plan offered under this division by the board may be made at any time that it is determined by the board to be in the best interest of the township. If the total cost to the township of the revised plan for any trustee's coverage does not exceed that cost under the plan in effect during the prior policy year, the revision of the plan does not cause an increase in that trustee's compensation.

(C) Any township officer or employee may refuse to accept any coverage authorized by this section without affecting the availability of such coverage to other township officers and employees.

(D) If any township officer or employee is denied coverage under a health care plan procured under this section or if any township officer or employee elects not to participate in the township's health care plan, the township may reimburse the officer or employee for each out-of-pocket premium attributable to the coverage provided for the officer or employee and their immediate dependents for insurance benefits described in division (A) of this section that the officer or employee otherwise obtains, but not to exceed an amount equal to the average premium paid by the township for its officers and employees under any health care plan it procures under this section.

(E) The board may provide the benefits authorized under this section, without competitive bidding, by contributing to a health and welfare trust fund administered through or in conjunction with a collective bargaining representative of the township employees.

The board may also provide the benefits described in this section through an individual self-insurance program or a joint self-insurance program as provided in section 9.833 of the Revised Code.

(F) If a board of township trustees fails to pay one or more premiums for a policy, contract, or plan of insurance or health care services authorized under this section and the failure causes a lapse, cancellation, or other termination of coverage under the policy, contract, or plan, it may reimburse a township officer or employee for, or pay on behalf of the officer or employee, any expenses incurred that would have been covered under the policy, contract, or plan.

(G) As used in this section and section 505.601 of the Revised Code:

(1) ~~"Part-time~~ "Applicable large employer" has the same meaning as in section 1513 of the "Patient Protection and Affordable Care Act," 26 U.S.C. 4980H.

(2) "First responder" means a township employee whose primary job duties include those of any of the following occupations:

(a) A firefighter of a lawfully constituted fire department;

(b) A first responder, emergency medical technician-basic, emergency medical technician-intermediate, or emergency medical technician-paramedic of an ambulance service organization or emergency medical service organization as described in Chapter 4765. of the Revised Code.

(3)(a) Except as provided in division (G)(3)(b) of this section, "part-time township employee" means a

township employee who is hired with the expectation that the employee will work not more than one thousand five hundred hours in any year;

(b) "Part-time township employee" with respect to a first responder who is employed by a township that does not qualify as an applicable large employer means a first responder who is hired with the expectation that the first responder will work not more than one thousand nine hundred seventy-six hours in any year.

~~(2)~~ (4) "Premium" does not include any deductible or health care costs paid directly by a township officer or employee.

SECTION 2. That existing sections 124.81, 145.012, and 505.60 of the Revised Code are hereby repealed.

SECTION 3. (A) The Appalachian Community Grant Program is hereby established. The Program shall be administered by the Department of Development, in consultation with local development districts, with the goal of investing in sustainable, transformational projects in the Appalachian region of Ohio. The Program shall award grants, in amounts determined by the Department, to applicants that operate exclusively within the thirty-two-county Appalachian region of Ohio.

(B)(1) The Department shall award two categories of grants under the Program, as follows:

(a) Appalachian Planning Grants;

(b) Appalachian Development Grants.

(2) Appalachian Planning Grants are available to applicants to defray costs associated with research, planning, and writing a formal development proposal for a project or a group of projects that addresses any of the components outlined in division (D)(1) of this section. The Department may establish additional approved uses for Appalachian Planning Grant funds.

(3) Appalachian Development Grants are available to applicants to support implementation of projects. The Department shall establish procedures for determining whether an applicant first must develop a project plan using an Appalachian Planning Grant or whether the applicant may proceed to apply for an Appalachian Development Grant without having applied for and received an Appalachian Planning Grant.

(C) The Department shall develop an application process for applicants seeking a grant under the Program.

(1) Each application for an Appalachian Planning Grant shall include a formal proposal outlining the proposed project or projects. The Department may establish additional requirements to apply for Appalachian Planning Grants. Each application shall include an overview addressing how any of the following components will be incorporated in the project:

(a) An infrastructure component, such as main street or downtown redevelopment, improvements to multi-community connecting trails, significant outdoor community space, links to community arts, history, and culture, or access to telemedicine services;

(b) A workforce component, such as public-private partnerships designed to build and coordinate technical, educational, clinical, and workforce infrastructure; and

(c) A healthcare component, such as investments in school or community-based services to address children's physical and behavioral health needs, or plans to address the ongoing challenges of substance use disorder in the region.

(2) Each application for an Appalachian Development Grant shall identify the project or projects for which funding is sought, how each project relates to at least one of the components outlined in division (C)(1) of this section, and any other provisions required by the Department.

(D) The Department shall establish eligibility requirements to be used by the Department to evaluate grant applications under the Program. These requirements shall include both of the following:

(1) Scoring criteria for both grants, to be developed by the Department and published prior to the respective application periods;

(2) A minimum threshold score for awarding of funds.

(E) When reviewing project applications, the Department shall give priority to projects that include the following characteristics:

(1) Has region-wide scale or impact;

(2) Is evidence-based;

(3) Includes a private-public partnership;

(4) Is economically sustainable;

(5) In the Department's assessment, will prove transformative to the region impacted by the project.

(F) The Department may consult with other state agencies in evaluating applications to ensure the proposed project is beneficial to the community under the parameters described in this section.

(G) No Appalachian Planning or Appalachian Development grants recipients shall be approved after December 31, 2024. Each applicant awarded a grant shall expend all grant funds by December 31, 2026. On December 31, 2026, the Appalachian Community Grant Program shall terminate.

SECTION 4. All items in this act are hereby appropriated as designated out of any moneys in the state treasury to the credit of the designated fund. For all operating appropriations made in this act, those in the first column are for fiscal year 2022 and those in the second column are for fiscal year 2023. The operating appropriations made in this act are in addition to any other operating appropriations made for the FY 2022-FY 2023 biennium.

SECTION 5.

1	2	3	4	5
A			DEV DEPARTMENT OF DEVELOPMENT	

B	Dedicated Purpose Fund Group				
C	5CV3	1956B1	ARPA Appalachia Community Grants	$500,000,000	$0
D	TOTAL DPF Dedicated Purpose Fund Group			$500,000,000	$0
E	TOTAL ALL BUDGET FUND GROUPS			$500,000,000	$0

ARPA APPALACHIA COMMUNITY GRANTS

The foregoing appropriation item 1956B1, ARPA Appalachia Community Grants, shall be used by the Department of Development to award Appalachian Planning Grants and Appalachian Development Grants under the Appalachian Community Grant Program in accordance with Section 3 of this act.

Of the foregoing appropriation item 1956B1, ARPA Appalachia Community Grants, during the first year from the effective date of this section, $15,000,000 or up to $30,000,000 if it is determined by the Director of Development that such amount is needed, shall be used by the Department of Development to award Appalachian Planning Grants.

Of the foregoing appropriation item 1956B1, ARPA Appalachia Community Grants, during the first year from the effective date of this section, $50,000,000 shall be used by the Department of Development to award Appalachian Development Grants to grant recipients that did not receive an Appalachian Planning Grant.

The remaining amount under the foregoing appropriation item 1956B1, ARPA Appalachia Community Grants, during the first year from the effective date of this section shall be used by the Department of Development to award Appalachian Development Grants to grant recipients that have also received an Appalachian Planning Grant under the Program.

One year after the effective date of this section, the Director of Development shall determine the amount remaining under the foregoing appropriation item 1956B1, ARPA Appalachia Community Grants, and award Appalachian Development Grants to eligible applicants regardless if the applicant has or has not received an Appalachian Planning Grant.

An amount equal to the unexpended, unencumbered portion of the foregoing appropriation item 1956B1, ARPA Appalachia Community Grants, at the end of fiscal year 2022 is hereby reappropriated for the same purpose in fiscal year 2023.

All grants awarded under the foregoing appropriation item 1956B1, ARPA Appalachia Community Grants, shall be approved by the Controlling Board. The Controlling Board requests submitted by the Department of Development shall itemize payments to all entities receiving grant funds. No more than three per cent of the total grant amount allotted for implementation, including fees for any entity that receives money through the grant, shall be used for administrative expenses.

Notwithstanding any provision of this act, all grant funds awarded under the Appalachian Community Grant Program shall comply with requirements of the federal "American Rescue Plan Act of 2021," Pub. L. No. 117-2.

SECTION 6.

	1	2	3	4	5
A			SOS SECRETARY OF STATE		
B	Dedicated Purpose Fund Group				
C	5FG0	050620	BOE Reimbursement and Education	$20,000,000	$0
D	TOTAL Dedicated Purpose Fund Group			$20,000,000	$0
E	TOTAL ALL BUDGET FUND GROUPS			$20,000,000	$0

BOE REIMBURSEMENT AND EDUCATION

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

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

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

SECTION 7. Within the limits set forth in this act, the Director of Budget and Management shall establish accounts indicating the source and amount of funds for each appropriation made in this act, and shall determine the form and manner in which appropriation accounts shall be maintained. Expenditures from operating appropriations contained in this act shall be accounted for as though made in H.B. 110 of the 134th General Assembly. The operating appropriations made in this act are subject to all provisions of H.B. 110 of the 134th General Assembly that are generally applicable to such appropriations.

SECTION 8. That Section 7 of S.B. 9 of the 134th General Assembly be amended to read as follows:

Sec. 7.

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

BOE REIMBURSEMENT AND EDUCATION

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

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

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

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

SECTION 10. That Section 7 of S.B. 11 of the 134th General Assembly be amended to read as follows:

Sec. 7.

	1	2	3	4	5
A			SOS SECRETARY OF STATE		
B	Dedicated Purpose Fund Group				

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

BOE REIMBURSEMENT AND EDUCATION

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

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

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

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

SECTION 12. That Section 220.11 of H.B. 168 of the 134th General Assembly be amended to read as follows:

Sec. 220.11.

	1	2	3	4	5
A	OBM OFFICE OF BUDGET AND MANAGEMENT				
B	Dedicated Purpose Fund Group				
C	5CV4	042526	Coronavirus Local Fiscal Recovery	~~$422,000,000~~ $844,000,000	$0

D	TOTAL Dedicated Purpose Fund Group	~~$422,000,000~~	$0
		$844,000,000	
E	TOTAL ALL BUDGET FUND GROUPS	~~$422,000,000~~	$0
		$844,000,000	

CORONAVIRUS LOCAL FISCAL RECOVERY

The foregoing appropriation item 042526, Coronavirus Local Fiscal Recovery, shall be used by the Director of Budget and Management to disburse funding to nonentitlement units of local government in Ohio, including cities, villages, and townships, on a population basis in accordance with the provisions of the "American Rescue Plan Act of 2021," Pub. L. No. 117-2, and consistent with guidance issued under that act. An amount equal to the unexpended, unencumbered portion of the foregoing appropriation item 042526, Coronavirus Local Fiscal Recovery, at the end of fiscal year 2022 is hereby reappropriated to the Office of Budget and Management for the same purpose in fiscal year 2023.

SECTION 13. That existing Section 220.11 of H.B. 168 of the 134th General Assembly is hereby repealed.

SECTION 14. That Section 5 of H.B. 175 of the 134th General Assembly be amended to read as follows:

Sec. 5. All items in ~~this act~~ H.B. 175 of the 134th General Assembly are hereby appropriated as designated out of any moneys in the state treasury to the credit of the designated fund. For all operating appropriations made in ~~this act~~ H.B. 175 of the 134th General Assembly, those in the first column are for fiscal year 2022 and those in the second column are for fiscal year 2023. The operating appropriations made in ~~this act~~ H.B. 175 of the 134th General Assembly are in addition to any other operating appropriations made for the FY 2022-FY 2023 biennium.

	1	2	3	4	5
A			DNR DEPARTMENT OF NATURAL RESOURCES		
B	General Revenue Fund				
C	GRF	725520	Special Projects	~~$500,000~~	$0
				$1,250,000	

D	TOTAL GRF General Revenue Fund	~~$500,000~~	$0
		$1,250,000	
E	TOTAL ALL BUDGET FUND GROUPS	~~$500,000~~	$0
		$1,250,000	

SPECIAL PROJECTS

Of the foregoing appropriation item 725520, Special Projects, ~~$250,000~~ $1,000,000 shall be used by the Director of Natural Resources for weed harvesting operations at Indian Lake.

Of the foregoing appropriation item 725520, Special Projects, the Director of Natural Resources shall use up to $250,000 to enter into a memorandum of understanding with the Indian Lake Watershed Project to support the Indian Lake Watershed Project's weed harvesting operations.

An amount equal to the unexpended, unencumbered portion remaining in appropriation item 725520, Special Projects, at the end of fiscal year 2022 is hereby reappropriated for the same purposes in fiscal year 2023.

SECTION 15. That existing Section 5 of H.B. 175 of the 134th General Assembly is hereby repealed.

SECTION 16. (A) The Governor may execute a Governor's Deed in the name of the State conveying to the City of St. Marys, Ohio ("Grantee"), and its successors and assigns, all of the State's right, title, and interest in the following described real estate:

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

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

Parcel Number: K3204900100

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

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

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

(2) The deed for 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 the Ohio Adjutant General's Department without the necessity of further legislation.

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

The Director of Administrative Services shall offer the real estate to the City of St. Marys, Ohio through a real estate purchase agreement. If the City of St. Marys, Ohio does not accept the offer to purchase or complete the purchase of the real estate within the time period provided in the real estate purchase agreement, the Director of Administrative Services may use any reasonable method of sale considered acceptable by the Ohio Adjutant General to determine an alternate grantee willing to complete the purchase within three years after the effective date of this section. The Ohio Adjutant General's Department shall pay all advertising costs, additional fees, and other costs incident to the sale of the real estate.

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

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

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

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

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

SECTION 17. (A) The Governor may execute one or more Governor's Deeds in the name of the State conveying to the selected Purchaser or Purchasers, their heirs, successors and assigns, to be determined in the manner provided in division (C) of this section, all of the State's right, title, and interest in the following described real estate:

PARCEL NO. ONE:

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

Beginning at a six-inch concrete monument (found) at the Southwest corner of Lot Number One (1) in the Hamilton and Krehlik Subdivision, Plat of which is of record in Cabinet C, Slide 326, Record of Plats, Belmont County, Ohio (the westerly line of said Lot bears North 7° 01' 21" East), said Southwest corner being common to lands of William A. Hamilton (Deed Volume 626, Page 859)

and Barbara Hess (Deed Volume 628, Page 880). Thence from this place of beginning, and with the Hamilton and Hess common lines, the following two (2) courses and distances: (1) North 72° 57' 17" West 370.23 feet to a 5/8 inch iron pin (set); and (2) North 1° 24' 30" East 554.54 feet to a railroad spike (set) in County Road No. 30, passing on line a 5/8 inch iron pin (set) at 524.54 feet; thence, through lands of Hamilton, the following three (3) courses and distances: (1) South 89° 18' 34" West, along said road, 18.84 feet to a point; (2) South 3° 38' 35" West 543.06 feet to a 3/4 inch iron pin (set), passing on line a 5/8 inch iron pin (set) at 30.07 feet; and (3) North 89° 35' 45" West 454.99 feet to a mine roof bolt (found) at the Southeast corner of tract containing 2.757 acres, conveyed to Robert M. Meager and Donna J. Meager by deed of record in Volume 587, Page 113, Record of Deeds, Belmont County, Ohio; thence, with the southerly line of said tract, common to lands of Hamilton, South 61° 07' 51" West 471.89 feet to a mine roof bolt (found) at the Southwest corner of said tract, which Southwest corner is common to lands of Hamilton and the tract containing 2.687 acres, conveyed to Sandra Yeager by deed dated November 7, 1986, of record in Volume 637, Page 17, Record of Deeds, Belmont County, Ohio; thence, with the southerly line of said 2.687 acre tract, common to lands of Hamilton, South 74° 01' 24" West 299.73 feet to a 5/8 inch iron pin (set); thence, through lands of Hamilton, the following three (3) courses and distances: (1) South 56° 13' 57" East 641.52 feet to a 3/4 inch iron pin (set); (2) South 14° 30' 17" East 1048.79 feet to a 3/4 inch iron pin (set); and (3) North 31° 42' 25" East 1803.77 feet to a 2-inch inside diameter iron pipe (found) at the Southeast corner of said Lot Number One (1) in said Subdivision referred to above, passing on line 5/8 inch iron pins (set) at 660.25 feet and 1463.85 feet, said Southeast corner being common to lands of Hamilton and lands of Michael Krehlik and Golda Krehlik (Deed Volume 317, Page 341); thence, with the southerly line of said Lot, common to lands of Hamilton, North 83° 00' 28" West 195.41 feet to the place of beginning, containing 29.293 acres, more or less. Now known as Outlot 536 in the Village of Bridgeport, Ohio.

Subject to all legal highways.

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

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

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

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

Beginning at a point in the center of County Road No. 30, which point bears South 89° 18'

34" West 10.00 feet from the northwesterly corner of tract containing 5.221 acres, conveyed to Barbara Hess by deed dated September 20, 1985, of record in Volume 628, Page 880, Record of Deeds, Belmont County, Ohio. Thence from this place of beginning South 2° 27' 13" West 548.66 feet to a point, from which a 5/8 inch iron pin marking the southwesterly corner of said Hess tract bears South 72° 57' 17" East 20.77 feet; thence South 12° 43' 48" West 185.22 feet to a point; thence South 7° 33' 38" West 398.83 feet to a point; thence South 8° 30' 16" East 99.31 feet to a point; thence South 62° 01' 38" East 268.85 feet to a point on the southeasterly line of the tract containing 29.293 acres, hereinabove described and hereby conveyed, from which point a 5/8 inch iron pin on said line bears South 31° 42' 25" West 365.44 feet.

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

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

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

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

PARCEL NO. TWO:

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

Beginning at a railroad spike (set) in the center of County Road No. 30, which spike marks the Northwest corner tract containing 5.221 acres, conveyed to Barbara Hess deed of record in Volume 628, Page 880, Record of Deeds, Belmont County, Ohio, which corner is also common to lands of William A. Hamilton (Deed Volume 626, Page 859), which spike a 6 inch concrete monument (found) marking the Southwest corner of Lot Number One (1) in the Hamilton Krehlik Subdivision, Plat of which is of record in Cabinet C, Slide 326, Record of Plats, Belmont County, Ohio, bears the following two (2) courses and distances: (1) South 1° 24' 30" West 554.54 feet; and (2) North 72° 57' 17" West 370.23 feet (the westerly line of said Lot bears North 7° 01' 21" East).

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

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

site.

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

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

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

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

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

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

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

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

Beginning at a mine roof bolt (found) at the Southwest corner of a 2.757 acre tract conveyed to Robert M. Meager Jr. and J. Meager by deed dated July 31, 1979, in Volume 587, Page 113, Record of Deeds, said bolt also being the Southeast corner of the herein described tract, from which a 6 inch diameter concrete monument (found) at the Southwest corner of Lot 1, Hamilton and Krehlik Subdivision, as recorded in Cabinet C, Slide 326, Plat Records of Belmont County, Ohio, bears the following two (2) courses and distances: (1) North 61° 07' 51" East along Meager's South line 471.89 feet; thence leaving said line (2) South 81° 41' 15" East 857.70 feet, the West line of said Lot bears North 7° 01' 21" East; thence from said place of beginning South 74° 01' 28" West along the South line of the herein described tract 352.14 feet to the Southwest corner thereof, marked by a 8 1/2 inch 9 inch marked stone (found) six inches below ground surface; thence North 29° 47' 57" West along a line in common with Hamilton and Griffin 303.81 feet to a railroad spike (set) in the center of Kirkwood Heights Road, passing on line a 5/8 inch iron pin (set) at 273.81 feet, said spike also being the Northwest corner of the herein described tract; thence, leaving said line and along said road, the following three (3) courses and distances: (1) North 74° 57' 38" East 237.69 feet to a railroad spike (set); thence (2) North 68° 57' 26" East 91.87 feet to a railroad spike(set); thence (3) North 58° 04' 01" East 106.96 feet to a railroad spike (set) at the Northwest corner of Meager's aforesaid tract, said spike also being the Northeast corner of the herein described tract; thence, leaving said road, South 14° 42' 26" East along Meager's West line 328.72 feet, passing on line a mine roof bolt (found) at 82.61 feet, to the place of beginning, containing 2.687 acres, more or less.

The above description was prepared from the results of a survey in June, 1985, by Don S.

Kyer, P.S. No. 6948.

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

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

Beginning at a point on the northerly line of said tract containing 2.687 acres, conveyed to Sandra Yeager by said deed dated November 7, 1986, of record in Volume 637, Page17, Record of Deeds, Belmont County, Ohio, said point being also in the center of County Road No. 30 and bears North 74° 57' 38" East 30.91 feet from the northwesterly corner of said tract. Thence from this place of beginning South 31° 50' 08" East 306.17 feet to a point on the southerly line of said tract, from which point an 8 1/2 inch by 9 inch stone, marking the southwesterly corner of said tract, bears South 74° 01' 24" West 42.01 feet.

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

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

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

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

Prior Instrument References:

Vol. 641, Page 401

Vol. 641, Page 405

Vol. 638, Page 403

Vol. 801, Page 485

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 18. (A) The Governor may execute a Governor's Deed in the name of the State conveying to the City of Columbus, Ohio, a municipal corporation ("Grantee"), and its successors and assigns, to be determined in the manner provided in division (C) of this section, all of the State's right, title, and interest in the following described real estate:

Situate in the State of Ohio, County of Franklin, City of Columbus, being in Virginia Military Survey Number 2668, being part of Lot 1 of M.L. Sullivant's Land of record in Plat Book 11, Page 21, being part of Lot 6, Lot 9, Lot 10, Lot 11 and a vacated portion of Doren Avenue of A.J. Ryan's Subdivision (Destroyed by fire) of record in Plat Book 2, Page 41, and being part of a 24 acre tract as conveyed to the State of Ohio in Deed Book 103, Page 174 and being part of a 22 acre tract as conveyed to the State of Ohio in Deed Book 103, Page 178, all references to Recorder's Office, Franklin County, Ohio and being more particularly bounded as follows:

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

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

Thence along the centerline of said Sullivant Avenue, along the southeasterly lines of said Lot 6, Lot 9, Lot 10, and Lot 11 of said A.J. Ryan's Subdivision, along the southeasterly lines of said 22 acre and said 24 acre tract, along the northwesterly lines of said tract conveyed to Devin Fraze, along the northwesterly line of a tract conveyed to Derek Carter in Instrument Number 200504220075318, along the northwesterly line of a tract as conveyed to RF Properties, LLC in Instrument Number 201209060131325, along the northwesterly line of a tract conveyed to Arnold L. Baker in Instrument Number 201810050136076, along the northwesterly line of a tract conveyed to Jane Mercer in Deed Book 293, Page 567, and along the northwesterly line of a tract conveyed to Bruce P. Morgan in Official Record Volume 18425, Page C20, South 76 degrees 37 minutes 57 seconds West, 2,139.82 feet to a 3/8" by 8" mag spike with a 1" diameter head, with a 1.5" diameter brass washer stamped "EP FERRIS SURVEYOR 8342" set, being the southwesterly corner of said 24 acre tract, said mag spike set being said Sullivant Avenue centerline Station 164+87.59;

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

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

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

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

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

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

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

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

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

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

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

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

(2) The deed for 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 the Department of Developmental Disabilities without the necessity of further legislation.

(C) The Director of Administrative Services shall offer the real estate to the City of Columbus, Ohio through a real estate purchase agreement. Consideration for the conveyance of the

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

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

(E) Except as otherwise specified above, the Grantee shall pay all costs associated with the purchase, closing and conveyance, including surveys, title evidence, title insurance, transfer costs and fees, recording costs and fees, taxes, and any other fees, assessments, and costs that may be imposed. The proceeds of the sale shall be deposited into the state treasury to the credit of the Mental Health Facilities Improvement Fund (Fund 7033) for the benefit of the Department of Developmental Disabilities, or another fund designated by the Director of the Office of Budget and Management.

(F)(1) Upon execution of the real estate purchase agreement, the Director of the Department of Administrative Services, with the assistance of the Attorney General, shall prepare a Governor's Deed to the real estate described in division (A) of this section. The Governor's Deed shall state the consideration and shall be executed by the Governor in the name of the State, countersigned by the Secretary of State, sealed with the Great Seal of the State, presented in the Department of Administrative Services for recording, and delivered to the Grantee. The Grantee shall present the Governor's Deed for recording in the Office of the Franklin County Recorder.

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

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

SECTION 19. (A) Notwithstanding division (A)(5) of section 123.01 of the Revised Code, the Director of Administrative Services may execute a perpetual easement in the name of the State with the City of Columbus, Ohio, a municipal corporation, and its successors and assigns, for traffic control purposes burdening the following described real estate:

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

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

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

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

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

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

Thence continuing across said 24 acre tract, North 13 degrees 22 minutes 03 seconds West, 8.00 feet to a 5/8" x 30" rebar with yellow plastic cap stamped "EP FERRIS SURVEYOR 8342" set, said rebar set being 38.00 feet left of said Sullivant Avenue centerline Station 170+ 18.97 and 63.40 feet left of said Townsend Avenue centerline Station 500+31.67;

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

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

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

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

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

All monuments found are in good condition unless otherwise noted.

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

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

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

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

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

(B) The perpetual easement shall state the obligations of, and the duties to be observed and performed by the City of Columbus, Ohio, with regard to the perpetual easement, and require the City of Columbus, Ohio to assume perpetual responsibility for operating, maintaining, repairing, renewing, reconstructing, and replacing the traffic control devices, signals, poles, pedestals, cabinets, control boxes, detectors, beacons, ADA ramps, sidewalks, paths, and pavement markings upon the real estate described in division (A) of this section.

(C) Consideration for the granting of the perpetual easement shall be Two Thousand Three Hundred Forty and 00/100 Dollars ($2,340.00).

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

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

SECTION 20. (A) The Governor may execute a Governor's Deed in the name of the State conveying to the City of Columbus, Ohio, a municipal corporation ("Grantee"), and its successors and assigns, to be determined in the manner provided in division (C) of this section, all of the State's right, title, and interest in the following described real estate:

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

Beginning at a point being the southeast corner of Lot 16 of Buckingham Heights (P.B. 14, Page 4), being thirty (30) feet north of the centerline of Sullivant Avenue (60' feet wide) and being on the west line of said Lot 1;

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

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

1) North 76° 37' 57" East, 303.18 feet to a point;

2) South 06° 54' 31" East, 276.20 feet to a point;

3) North 81° 51' 28" East, 221.46 feet to a point;

4) South 07° 49' 00" East, 150.00 feet to a point on the north right of way line of said Sullivant Avenue;

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

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

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

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

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

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

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

(E) Except as otherwise specified above, the Grantee shall pay all costs associated with the

purchase, closing and conveyance, including surveys, title evidence, title insurance, transfer costs and fees, recording costs and fees, taxes, and any other fees, assessments, and costs that may be imposed.

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

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

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

SECTION 21. (A) The Governor may execute a Governor's Deed in the name of the State conveying to the selected Purchaser or Purchasers, their heirs, successors and assigns, to be determined in the manner provided in division (C) of this section, all of the State's right, title, and interest in the following described real estate:

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

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

Montgomery County Parcel No.: E21 01003 0083

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

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

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

(2) The deed for conveyance of the real estate may contain restrictions, exceptions,

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

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

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

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

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

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

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

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

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

Governor's Deed for recording in the Office of the Montgomery County Recorder.

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

SECTION 22. (A) The Governor may execute a Governor's Deed in the name of the State conveying to the selected Purchaser or Purchasers, their heirs, successors and assigns, to be determined in the manner provided in division (C) of this section, all of the State's right, title, and interest in the following described real estate:

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

Commencing at the intersection of the easterly line of Lot 13, Ellwood Farms Subdivision, extended northwardly, and the centerline of Ohio Route 2, which point is designated as Station 266 plus 61.80 on the plans of Luc-2-3.02; thence southwardly along the easterly line of said Lot 13 extended, at an angle of 116 degrees 13 minutes measured from the centerline of Ohio Route 2 from East to Southwest for a distance of 33.44 feet to a point on a line which is 30 feet southeast of and parallel to the centerline of Ohio Route 2, which point is designated as 266 plus 47.10 on the plans of said Luc-2-3.02 and is the POINT OF BEGINNING; thence southwardly on the easterly line of said Lot 13 a distance of 304.79 feet; thence southwestwardly along a line parallel to the centerline of Ohio Route 2 and at an angle of 116 degrees 13 minutes measured counter-clockwise from the last described line, for a distance of 171.88 feet; thence northwardly along a line parallel to the easterly line of said Lot 13 and at an angle of 63 degrees and 47 minutes measured counter-clockwise from the last described line, for a distance of 304.79 feet, more or less, to a point on a line 30 feet southeast of and parallel to the centerline of Ohio Route 2; thence northeastwardly along a line 30 feet southeast of and parallel to the centerline of Ohio Route 2 for a distance of 171.88 feet, more or less, to the POINT OF BEGINNING; containing 1.079 acres of land, more or less, of which the present roadway occupies 0.079 acres, more or less.

Lucas County Parcel No. 38-46134

Prior Instrument Reference: Deed Volume 1764, Page 84.

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

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

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

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

(C) The Director of Administrative Services shall conduct a sale of the real estate by sealed

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

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

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

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

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

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

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

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

SECTION 23. (A) The Governor may execute a Governor's Deed in the name of the State conveying to Hocking County Board of Commissioners ("Purchaser"), and its successors and assigns, all of the State's right, title, and interest in the following described real estate:

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

Township Thirteen North, Range Fifteen West

Section 19

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

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

South 37° 48' East 127.00 feet,

South 27° 55' East 422.50 feet,

South 20° 00' East 381.70 feet,

South 23° 50' East 115.80 feet,

South 30° 20' East 343.60 feet,

South 11° 20' West 115.00 feet,

South 47° 58' West 168.50 feet to the place of beginning and containing 15.30 acres, more or less.

Subject to easements and restrictions of record.

Being all of Parcel Number: 17-000175.6100 15.30 Acres

Prior Instrument Reference: Deed Book 100 Page 481

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

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

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

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

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

The Director of Administrative Services shall offer the real estate to the Hocking County Board of Commissioners through a real estate purchase agreement. Consideration for the conveyance of the real estate shall be at a price acceptable to the Director of Administrative Services and the Director of Rehabilitation and Correction. If the Hocking County Board of Commissioners does not complete the purchase of the real estate within the time period provided in the real estate purchase

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

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

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

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

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

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

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

As used in this division:

"Private business use" means use, directly or indirectly, in a trade or business carried on by any private person other than use as a member of, and on the same basis as, the general public. Any activity carried on by a private person who is not a natural person shall be presumed to be a trade or business.

"Private person" means any natural person or any artificial person, including a corporation, partnership, limited liability company, trust, or other entity and including the United States or any agency or instrumentality of the United States, but excluding any state, territory, or possession of the United States, the District of Columbia, or any political subdivision thereof that is referred to as a "State or local governmental unit" in Treasury Regulation §1.103-1(a) and any person that is acting

solely and directly as an officer or employee of or on behalf of any such governmental unit.

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

SECTION 24. (A) The Governor may execute a Governor's Deed in the name of the State conveying to the Allen County Board of Commissioners ("Purchaser"), and its successors and assigns, or to an alternate Purchaser, to be determined in the manner provided in division (C) of this section, and the alternate purchaser's heirs, successors and assigns, all of the State's right, title, and interest in the following described real estate:

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

Commencing at a monument box at the northwest corner of the Northwest Quarter (¼) of Section Eighteen (18), T3S, R7E, City of Lima, Allen County Ohio, (said point also being the POINT OF BEGINNING); thence the following courses:

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

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

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

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

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

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

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

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

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

Bearings shown are to an assumed meridian matching Kohli and Kaliher Associates Limited Drawing No. L-868, Allen County SR29-040.

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

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

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

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

(C) The Director of Administrative Services shall offer the real estate to the Allen County Board of Commissioners through a real estate purchase agreement. Consideration for the conveyance of the real estate shall be at a price acceptable to the Director of Administrative Services and the Director of the Department of Rehabilitation and Correction. If the Allen County Board of Commissioners does not complete the purchase of the real estate within the time period provided in the real estate purchase agreement, the Director of Administrative Services may use any reasonable method of sale considered acceptable by the Department of Rehabilitation and Correction to determine an alternate grantee willing to complete the purchase within three years after the effective date of this section. The Department of Rehabilitation and Correction shall pay all advertising costs, additional fees, and other costs incident to the sale of the real estate. The consideration shall be paid at closing.

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

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

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

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

SECTION 25. (A) The Governor may execute a Governor's Deed in the name of the State conveying to the selected Purchaser or Purchasers, their heirs, successors and assigns, to be determined in the manner provided in division (C) of this section, all of the State's right, title, and interest in the following described real estate:

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

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

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

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

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

Prior Instrument Reference: Deed Volume 614, Page 230

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

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

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

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

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

The purchaser shall pay ten percent of the purchase price to the Department of Administrative Services within five business days after receiving notice the bid has been accepted. When the deposit has been received, the Department of Administrative Services and purchaser shall enter into a real estate purchase agreement, in the form prescribed by the Department of Administrative Services. The purchaser shall pay the balance of the purchase price to the Department of Administrative Services within sixty days after receiving notice the bid has been accepted. Payment may be made by bank draft or certified check made payable to the Treasurer of State. A purchaser who does not complete the conditions of the sale as prescribed in this division shall forfeit the ten percent of the purchase

price paid to the state as liquidated damages. If a purchaser fails to complete the purchase, the Director of Administrative Services may accept the next highest bid, subject to the foregoing conditions. If the Director of Administrative Services rejects all bids, the Department of Administrative Services may repeat the sealed bid auction, or may use an alternative sale process that is acceptable to the Department of Job and Family Services.

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

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

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

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

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

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

SECTION 26. (A) Notwithstanding division (A)(5) of section 123.01 of the Revised Code, the Director of Administrative Services may execute an amendment to an already existing perpetual easement in the name of the State with the City of Columbus, Ohio, a municipal corporation, and its successors and assigns, for sanitary sewer pipeline purposes burdening the following described real estate:

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

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

Thence with the centerline of said Cannon Drive, with the arc of a curve to the right, having a central angle of 00° 16' 02", a radius of 1980.00 feet, an arc length of 9.23 feet, a chord bearing of South 00° 42' 28" East and chord distance of 9.23 feet to a point;

Thence North 89° 25' 33" East, crossing said State of Ohio tract, a distance of 19.05 feet to a point, being the TRUE POINT OF BEGINNING;

Thence continuing across said State of Ohio tract, the following courses and distances:
North 74° 18' 09" East, a distance of 92.57 feet to a point;
North 17° 58' 13" West, a distance of 48.01 feet to a point;
North 19° 07' 27" West, a distance of 229.82 feet to a point;
North 18° 52' 44" West, a distance of 230.37 feet to a point;
North 51° 13' 14" East, a distance of 61.96 feet to a point;
South 88° 00' 53" East, a distance of 320.39 feet to a point;
South 85° 15' 52" East, a distance of 133.54 feet to a point;
North 85° 26' 41" East, a distance of 176.73 feet to a point;
North 48° 13' 13" East, a distance of 63.47 feet to a point;
South 41° 46' 47" East, a distance of 30.00 feet to a point;
South 48° 13' 13" West, a distance of 73.57 feet to a point;
South 85° 26' 41" West, a distance of 189.27 feet to a point;
North 85° 15' 52" West, a distance of 135.26 feet to a point;
North 88° 00' 53" West, a distance of 308.52 feet to a point;
South 51° 13' 14" West, a distance of 29.77 feet to a point;
South 18° 52' 44" East, a distance of 209.26 feet to a point;
South 19° 07' 27" East, a distance of 230.06 feet to a point;
South 17° 58' 13" East, a distance of 80.77 feet to a point;
South 74° 18' 09" West, a distance of 102.79 feet to a point;
South 03° 07' 04" West, a distance of 328.82 feet to a point;
South 03° 36' 49" West, a distance of 282.00 feet to a point;
South 03° 06' 18" West, a distance of 333.95 feet to a point;
South 03° 14' 49" West, a distance of 257.98 feet to a point;
South 02° 58' 17" West, a distance of 196.42 feet to a point;
South 01° 10' 50" East, a distance of 331.48 feet to a point;
South 87° 09' 14" East, a distance of 168.84 feet to a point;
South 65° 48' 57" East, a distance of 112.47 feet to a point;
South 82° 36' 34" East, a distance of 102.68 feet to a point;
South 03° 10' 49" West, a distance of 22.47 feet to a point;
North 86° 57' 16" West, a distance of 107.29 feet to a point;
North 65° 48' 57" West, a distance of 113.10 feet to a point;
North 87° 09' 14" West, a distance of 191.16 feet to a point;
North 01° 10' 50" West, a distance of 360.52 feet to a point;
North 02° 58' 17" East, a distance of 197.58 feet to a point;
North 03° 14' 49" East, a distance of 258.02 feet to a point;
North 03° 06' 18" East, a distance of 334.05 feet to a point;
North 03° 36' 49" East, a distance of 282.00 feet to a point;
North 03° 07' 04" East, a distance of 351.48 feet to the TRUE POINT OF BEGINNING, containing 2.414 acres, more or less, which is located in Auditor's Parcel Numbers 010-067007 and 010-067017.

The bearings listed herein were transferred from a field traverse originating from and tying to

Franklin County Survey Control Monuments, including MORLAN and TACKETT, and is based on the Ohio State Plane Coordinate System, South Zone as per NAD 83 (1986 Adjustment). The portion of the centerline of King Avenue, having a bearing of S86°57'16"E, is designated the "basis of bearing" for this description.

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

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

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

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

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

SECTION 27. (A) Notwithstanding division (A)(5) of section 123.01 of the Revised Code, the Director of Administrative Services may execute a perpetual easement in the name of the State granting to the City of Columbus, Ohio, an Ohio municipal corporation, and its successors and assigns, a perpetual easement for sanitary sewer purposes burdening the following described real estate:

TRACT 1

Situated in the State of Ohio, County of Franklin, City of Columbus, Clinton Township, Quarter Township 3, Township 1 North, Range 18 West, United States Military Lands, and being 1.710 acres out of a 69.000 acre parcel known as Franklin County Auditor's Parcel number 010-062731 as conveyed to State of Ohio by deed of record in Deed Book Volume 616, Page 399, (all document references are to the records of Franklin County unless otherwise stated), and being more particularly described as follows:

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

Thence along the easterly right-of-way line of the said Olentangy River Road, North 35

degrees 06 minutes 44 seconds West for a distance of 29.80 feet to a point, the said point being the TRUE POINT OF BEGINNING of the parcel herein described;

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

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

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

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

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

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

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

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

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

The bearing for this description are based on Ohio State Plane Coordinate system, South Zone, and the North American Datum of 1983 with the 2011 adjustment (NAD 83(2011)) with ties to Franklin County monuments RETTKE and RINGLE having a relative bearing of North 40 degrees 52 minutes 51 seconds East.

TRACT 2

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

COMMENCING FOR REFERENCE at a point at the intersection of the westerly right-of-

way line of Olentangy River Road and the southerly right-of-way line of Lane Avenue, being on the northerly property line of the Grantor and a southerly corner of a parcel conveyed as 1-WD to City of Columbus by the instrument filed as Instrument Number 200805090072140;

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

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

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

1. South 00 degrees 35 minutes 03 seconds West for a distance of 662.26 feet to a point;
2. South 00 degrees 31 minutes 15 seconds West for a distance of 44.00 feet to a point;
3. South 01 degrees 09 minutes 50 seconds West for a distance of 172.34 feet to a point;
4. South 06 degrees 08 minutes 14 seconds West for a distance of 57.37 feet to a point;

Thence crossing through the lands of the Grantor, North 02 degrees 16 minutes 49 seconds West for a distance of 25.29 feet to a point;

Thence continuing through the lands of the Grantor, North 03 degrees 01 minutes 10 seconds West for a distance of 547.89 feet to a point;

Thence continuing through the lands of the Grantor and with a curve to the right, said curve having a central angle of 20 degrees 40 minutes 46 seconds, a radius of 1020.00 feet, an arc length of 368.14 feet, and a long chord which bears North 07 degrees 19 minutes 13 seconds East for a distance of 366.15 feet to the TRUE POINT OF BEGINNING, containing 0.591 acres, more or less, of which 0.000 acres are within the present road occupied, resulting in a net take of 0.591 acres out of Franklin County Auditor's Parcel number 010-203994.

This description was prepared by Michael J. Hudik, Ohio Registered Professional Surveyor number 6788, and is based on an actual field survey conducted by DLZ Ohio, Inc. in 2018 under his direct supervision.

The bearings for this description are based on Ohio State Plane Coordinate system, South Zone, and the North American Datum of 1983 with the 2011 adjustment (NAD 83(2011)) with ties to Franklin County monuments RETTKE and RINGLE having a relative bearing of North 40 degrees 52 minutes 51 seconds East.

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

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

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

(D) The Director of Administrative Services shall prepare the perpetual easement. The perpetual easement shall state the consideration and the terms and conditions for the granting of the perpetual easement. The perpetual easement shall be executed by the Director of Administrative

Services in the name of the State, be kept in the records of the Department of Administrative Services, and delivered to the City of Columbus, Ohio. The City of Columbus, Ohio, shall present the perpetual easement for recording in the Office of the Franklin County Recorder. The City of Columbus, Ohio, shall pay the costs associated with recording the perpetual easement.

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

SECTION 28. (A) The Governor may execute a Governor's Deed in the name of the State conveying to Jedidiah D. Stephen and Kathryn J. Stephen ("Grantee"), and their heirs, successors and assigns, or to an alternate grantee, and to the alternate grantee's heirs and assigns or successors and assigns, all of the State's right, title, and interest in the following described real estate:

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

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

1) North 22 degrees 32' 16" East, 71.71 feet;

2) North 11 degrees 13' 46" East, 60.48 feet;

3) North 03 degrees 01' 51" East, 192.38 feet;

4) North 01 degrees 52' 29" East, 132.02 feet;

5) North 01 degrees 22' 02" West, 212.07 feet;

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

This description was prepared by Robert C. Schell, P.S. No. 7314, from an actual field survey of the premises performed September 26, 2020.

Bearings are based on Grid North of the Ohio South Coordinate System. Iron pins set are 5/8" rebar capped "Schell-7314". The Projection is USA/NAD83/OH SOUTH, Projection Adjustment Year, 2011.

Deed Ref.: Vol. 124-P. 197, Deed Records

Part of Auditor's Parcel No. 07-0021430.000

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

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

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

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

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

(C) Consideration for the conveyance of the real estate described in division (A) of this section shall be at a price acceptable to the Board of Trustees of The Ohio State University 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 Jedidiah D. Stephen and Kathryn J. Stephen do not complete the purchase of the real estate within the time period provided in the real estate purchase agreement, the Board of Trustees of The Ohio State University may use any reasonable method of sale considered acceptable by the Board of Trustees of The Ohio State University to determine an alternate grantee willing to complete the purchase within three years after the effective date of this section. All advertising costs, additional fees, and other costs incidental to the sale of the real estate described in division (A) of this section shall be negotiated by The Ohio State University and specified in a real estate purchase agreement with the Grantee or alternate grantee.

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

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

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

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

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

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

SECTION 29. (A) The Governor may execute a Governor's Deed in the name of the State conveying to selected Grantee or Grantees, their heirs, successors and assigns, to be determined in the manner provided in division (C) of this section all of the State's right, title, and interest in the

following described real estate:

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

PARCEL A, 139.5 Acres

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

First Tract:

Beginning at a stone, the Southwest corner of the southwest quarter of Section Five, Township Eight, range Twenty, of which this tract is a part; thence with Henry Jones' line and the West line of said Section Five, N. 9 degrees and 30' East 152.8 poles to a stone, the Northwest corner of said Southwest quarter; thence with the North line of said Southwest quarter S. 87 degrees and 30' East 127.1 poles to a point in the said north line of said quarter section, which point is 10 poles West of the center corner of said section; thence Southeast to a point in the East line of said quarter section, which point is 18 rods South of the middle corner of said section; thence on a straight line, and with the East line of the land this day conveyed to Wesley Ault, to a point in the South line of said section five, which point is two rods East of the corner of Jacob Jones' land in said South line; thence with the south line of said quarter section N. 87 degrees and 30' West 2 poles to a stone, corner to Jacob Jones' land, from which an 8 inch elm bears N. 74 ½ degrees E. 16 ½ links; thence N. 2 degrees and 30' East 22.3 poles to a stone; thence with Jacob Jones' north line S. 72 degrees and 30' West 6 poles to a stone from which a 12 inch elm bears south 76 ½ degrees W. 7 ½ links; thence S. 82 degrees and 30' West 12 poles to a stone; thence South 76 degrees West 18.8 poles to a stone; thence S. 74 degrees 30' West 8.2 poles to a stone; thence S. 82 degrees West 11 poles to a stone; thence S. 87 degrees West 8 poles to a stone, near a bar post in the west side of a reserved outlet for hauling purposes, thence N. 79 degrees and 45; West 6 poles to a stone; thence S. 86 degrees 15; West 6 poles to a stone; thence S. 86 degrees 15; West 6 poles to a stone; thence S. 86 degrees 15' West 6 poles to a stone; thence N. 86 degrees and 30' West 12 poles to a stone; thence S. 80 degrees and 45; West 14.4 poles to the place of beginning, containing 124 ¾ acres of land, more or less.

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

Second Tract:

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

said section; thence S. 9 degrees.06' W. 1083.5 feet to the beginning, containing 3.95 acres.

Third Tract:

Also an adjacent parcel of land beginning on the Southern line of Section Number 5, Township 8, Range 20, as established by Lorenzo Wesson 4.3 poles west of the middle of said section; thence N. 2 degrees 5' E. 22.3 poles to a stone; thence N. 72 degrees 5'W. 6 poles to a stone from which which an elm bears S. 76 degrees 5' W. 7.5 links; thence S. 83 degrees 75'W. 12 poles to a stone; thence S. 75 degrees 75' W. 48 poles to a stone; thence S. 74 degrees 10' W. 8.12 poles to a stone; thence S. 80 degrees 35'W. 15.64 poles to a stone; thence S. 83 degrees 45' W. 11.18 poles to a stone near Bar Post southeast corner to Chapman Powell's 10.25 acres; thence with his line N. 79 degrees 5' W. 6.16 poles to a stone; thence N. 76 degrees 45' W. 44 poles; thence S. 86 degrees 25' W. 6 poles; thence N. 86 degrees 5' W. 12.1 poles to a stone; thence S. 81 degrees 20' W. 144 poles to a stone as said Powell's southwest corner and the northeast corner of Jacob Jones' one half acre in Section 6, said stone having been set by some previous surveyor as being the Section corner and from which another stone bears N. 5 degrees W. 23 links; thence N. 89 degrees 53' E. 141.2 poles to the beginning. Being part of Section Number 5, Township 8, and Range 20, containing 10.8 acres, more or less, according to the survey made by B. H. Walker, November 1st, 1898 and being the same tract of land conveyed to Jacob Jones by Henry Jones and Rachel Jones, his wife, by deed dated May 16, 1850, and recorded in Ross County Deed Records Volume 50, at Pages 259 and 260; and being the same premises conveyed by Edwin C. Clough and Catherin Clough to John Snyder by deed dated April 4, 1904, and recorded in Volume 143, Page 579, Ross County Deed Records.

Parcel Number: 19-0405007.000, containing 139.5 Acres

PARCEL B, 117.78 Acres

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

Part of Section Number 8, Township Number 8, and Range Number 20; beginning at a stone at the northeast corner of said Section Number 8; thence along the Walnut Creek road S. 3 deg. 48' W. 69.68 poles to a point in the center line of said road, corner to Nancy E. Jones; thence along her line N. 85 deg. 55' W. 106.86 poles (Crossing Walnut Creek at 84 poles) to a stone in said line; thence N. 85 deg. 55' W. 106.86 poles (Crossing Walnut Creek at 84 poles) to a stone in said line; thence N. 85 deg. 32' W. 20.1 poles to a stone north of the north line of the Londonderry pike; thence N. 85 deg. W. 49.6 poles to a point in the middle of said pike near the top of Jones' hill; thence along said pike N. 75 deg. W. 9.32 poles to a point in the east side of a small culvert; thence along said pike N. 85 deg. 55; 54.72 poles, N. 82 deg. W. 10.8 poles; N. 78 deg. 49' W. 44.16 poles to the West line of said Section Number 8; thence with said line N. 11 deg. 15' E. 49.6 poles to a square sand stone presumed to be to corner of section number 8, from which stone an old stone bears N. 5 deg. W. 23 links; thence with the north boundary line of said Section Number 8, as it meanders and as established at divers times by Lorenzo Wesson, as shown on Surveyor's Record Book 4, page 116 and also 262, to which reference is here made, east 289.2 poles to the beginning, containing 117.78 acres, more or less, according to survey made hereof by B.J. Walker on November 1st, 1889 being the same premises conveyed to Jacob Jones by his father Thomas Jones and wife, by deed dated January 3rd, 1989 and recorded in Ross County Deed Record Book 35, Page 473, and 474.

Parcel Number: 19-0405042.000, containing 117.78 Acres

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

Prior Instrument Reference: OR Volume 208, Page 217
Instrument 200200005506

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 30. (A) The Governor may execute one or more Governor's Deeds in the name of the State conveying to a Purchaser or Purchasers to be determined, its successors and assigns, all of the State's right, title, and interest in the following described real estate:

Tract 1

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

Commencing at an iron pin set on the south right of way line of State Route 682, 60 feet left of Station 23 + 00; thence along the right of way line North 49° 15' 29" East, 73.03 feet to an iron pin set at the point of beginning of the tract herein described; thence leaving the right-of-way line South 13° 17' 54" West 4599.57 feet to an iron pin set; thence along a curve to the left having a radius of 55.22 feet, the long chord of which bears South 34° 21' 54" East, 81.64 feet; thence crossing the road South 07° 58' 32" West 45.65 feet to an iron pin set; thence along the service road South 82° 01' 29" East 165.24 feet to an iron pin set; thence along a curve to the right having a radius of 737.91 feet, the long chord of which bears South 77° 20' 33" East 120.48 feet to an iron pin set; thence leaving the road South 18° 18' 24" West 42.94 feet; thence South 71° 53' 32" East 11.68 feet; thence South 18° 30' 08" West 147.30 feet; thence North 71° 39' 08" West 19.98 feet to an iron pin set; thence South 18° 34' 29" West 25.40 feet to an iron pin set; thence North 70° 57' 30' West 117.84 feet to a PK nail; thence South 18° 53' 11" West 61.21 feet to a PK nail; thence South 70° 50' 21" East 48.51 feet to a PK nail; thence South 18° 52' 47" West 144.59 feet to a PK nail; thence North 71° 43' 06" West 124.09 feet to a drill hole; thence South 19° 04' 00" West 67.45 feet to an iron pin set; thence South 07° 20' 58" East 82.36 feet to an iron pin set; thence South 03° 53' 24" East 501.05 feet to an iron pin set in the centerline of Dairy lane, passing an iron pin set at 441.05 feet; thence along the centerline of Dairy Lane North 77° 59' 12" West 1017.23 feet to an iron pin found, passing an iron pin set and leaving Dairy Lane at 396.83 feet; thence along the West line of Farm Lot 59 South 01° 43' 00" West 766.29 feet to an iron pin set in the centerline of Dairy Lane; thence along the centerline of Dairy Lane South 42° 18' 42" West 105.86 feet to an iron pin set; thence leaving Dairy Lane North 31° 59' 36" West 623.93 feet to an iron pin set; thence North 59° 26' 28" West 839.30 feet to an iron pin set; thence North 61° 22' 44" West 894.61 feet to an iron pin set; thence North 27° 10' 57" East

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

Exception No. 1

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

Exception No. 2

Commencing at the northeast corner of said 115.2111 acre tract; thence along a random line South 76° 59' 14" West 1004.22 feet to an iron pin set at the point of beginning of the tract herein described; thence South 67° 07' 15" West 210.71 feet to an iron pin set; thence North 18° 43' 55" West 268.42 feet to an iron pin set; thence North 15° 21' 41" West 267.36 feet to an iron pin set; thence North 77° 09' 01" East 261.76 feet to an iron pin set; thence South 06° 38' 34" East 373.04 feet to an iron pin set; thence South 24° 08' 58" East 129.06 feet to the point of beginning containing 2.6653 acres.

Exception No. 3

Situated in Lease Lot 59, Section 15, Town 9, Range 14, Athens Township, Athens County, Ohio and being more particularly described as follows:

Commencing at the northwest corner of said Lease Lot 59;

Thence along the west line of said Lease Lot South 01° 43' 00" West 341.47 feet to the POINT OF BEGINNING of the tract herein described;

Thence leaving the Lease lot line North 72° 03' 58" East 65.09 feet;

Thence along a curve to the right having a radius of 118.86 feet the long chord of which bears North 78° 52' 20" East 28.17 feet;

Thence North 85° 40' 42" East 264.98 feet;

Thence along a curve to the left having a radius of 490.97 feet, the long chord of which bears North 80° 42' 11" East 85.16 feet;

Thence along a curve to the left having a radius of 390.68 feet, the long chord of which bears North 71° 46' 36" East 53.84 feet;

Thence North 67° 49' 32" East 55.01 feet;

Thence South 10° 21' 35" West 135.05 feet;

Thence along a curve to the left having a radius of 216.71 feet, the long chord of which bears South 05° 48' 23" East 120.67 feet;

Thence South 25° 53' 20" East 6.83 feet;

Thence along a curve to the right having a radius of 184.83 feet, the long chord of which

bears South 09° 37' 32" East 127.24 feet

Thence along a curve to the left having a radius of 259.34 feet, the long chord of which bears South 03° 10' 34" East 50.30 feet;

Thence along a curve to the left having a radius of 882.54 feet, the long chord of which bears South 12° 53' 40" East 127.83 feet;

Thence South 14° 10' 56" East 292.98 feet to a point on the center line of Dairy Lane extended;

Thence along said line North 77° 59' 12" West 688.35 feet to the west line of Lease Lot 59;

Thence along said line North 01° 43' 00" East 603.58 feet to the POINT OF BEGINNING containing 9.3521 acres in Part One.

Exception No. 4

Situated in Lease Lot 59, Section 15, Town 9, Range 14, Athens Township, Athens County, Ohio and being more particularly described as follows:

Commencing at the northwest corner of said Lease Lot 59; thence along the west line of said Lease Lot South 01° 43' 00" West 945.05 feet;

Thence leaving the west line South 77° 59' 12" East 744.07 feet to a point in the center of Dairy Lane and the POINT OF BEGINNING of the tract herein described.

Thence leaving Dairy Lane North 14° 10' 56" West 80.51 feet;

Thence South 82° 55' 29" East 266.38 feet;

Thence South 87° 06' 23" East 15.69 feet;

Thence South 03° 53' 17" East 101.54 feet to a point in the center of Dairy Lane;

Thence along the center of Dairy Lane North 77° 59' 12" West 273.16 feet to the POINT OF BEGINNING containing 0.5495 acres in Part Two and 9.9016 acres total. From a survey by Gregory K. Wright, Registered Surveyor S-6535.

Exception No. 5

Situated in Lease Lot 59, Section 15, Town 9, Range 14, Athens Township, Athens County, Ohio and being more particularly described as follows:

Commencing at the northwest corner of said Lease Lot 59; thence along the west line of said Lease Lot South 01° 43' 00" West 341.47 feet;

Thence leaving the Lease Lot line North 72° 03' 58" East 65.09 feet;

Thence along a curve to the right having a radius of 118.86 feet the long chord of which bears North 78° 52' 20" East 28.17 feet;

Thence North 85° 40' 42" East 264.98 feet;

Thence along a curve to the left having a radius of 490.97 feet, the long chord of which bears North 80° 42' 11" East 85.16 feet;

Thence along a curve to the left having a radius of 390.68 feet, the long chord of which bears North 71° 46' 36" East 53.84 feet;

Thence North 67° 49' 32" East 55.01 feet to the POINT OF BEGINNING of the tract herein described;

Thence continuing North 67° 49' 32" East 59.31 feet;

Thence South 10° 21' 35" West 166.95 feet;

Thence along a curve to the left having a radius of 166.71 feet, the long chord of which bears

South 05° 48' 23" East 92.83 feet;

Thence along a curve to the right having a radius of 234.43 feet, the long chord of which bears South 13° 54' 47" East 128.39 feet;

Thence along a curve to the left having a radius of 209.34 feet, the long chord of which bears South 00° 38' 57" seconds West 68.32 feet;

Thence along a curve to the left having a radius of 832.54 feet, the long chord of which bears South 12° 56' 13" East 121.81 feet;

Thence South 14° 10' 56" East 238.34 feet to a point on the south side of a brick drive;

Thence continuing South 14° 10' 56" East 80.51 feet to a point in the center of Dairy Lane.

Thence along the center of said Dairy Lane North 77° 59' 12" West 55.72 feet;

Thence leaving Dairy Lane North 14° 10' 56" West 292.98 feet;

Thence along a curve to the right having a radius of 882.54 feet, the long chord of which bears North 12° 53' 40" West 127.83 feet;

Thence along a curve to the right having a radius of 259.34 feet, the long chord of which bears North 03° 10' 34" West 50.30 feet;

Thence along a curve to the left having a radius of 184.43 feet, the long chord of which bears North 09° 37' 32" West 127.24 feet;

Thence North 25° 53' 20" West 6.83 feet;

Thence along a curve to the right having a radius of 216.71 feet, the long chord of which bears North 05° 48' 23" West 120.67 feet;

Thence North 10° 21' 35" East 135.05 feet to the POINT OF BEGINNING containing 1.0441 acres. From a survey by Gregory K. Wright, Registered Surveyor S-6535.

Containing after exceptions 112.4173 acres. Gregory K. Wright, Registered Surveyor #6535, of Evans, Mechwart, Hambleton and Tilton, Inc.

Parcel Number: A029050103000

Prior Instrument Reference: Deed Volume 67 Page 407

Tract 2

Situated in Lease Lots 59 and 61, Section 15, Town 9, range 14, Athens Township, Athens County, Ohio and being more particularly described as follows;

Commencing at the northwest corner of said Lease Lot 59;

Thence along the north line of said Lease Lot South 89 degrees 09 minutes 40 seconds East, 949.52 feet to THE POINT OF BEGINNING of the tract herein described;

Thence North 13 degrees 17 minutes 54 seconds East, 459.97 feet to a point on the south right-of-way line of State Route 682;

Thence along said line South 49 degrees 15 minutes 29 seconds East, 73.03 feet;

Thence South 47 degrees 50 minutes 57 seconds East, 509.89 feet;

Thence South 47 degrees 50 minutes 55 seconds East, 303.25 feet;

Thence South 46 degrees 11 minutes 10 seconds East, 688.24 feet;

Thence leaving the right-of-way line South 51 degrees 47 minutes 47 seconds West, 416.70 feet;

Thence South 62 degrees 40 minutes 36 seconds West, 61.25 feet;

Thence South 76 degrees 40 minutes 02 seconds West, 47.78 feet;

Thence South 1 degree 02 minutes 48 seconds East, 85.59 feet;
Thence South 73 degrees 47 minutes 33 seconds West, 73.26 feet;
Thence South 87 degrees 39 minutes 11 seconds West, 175.04 feet;
Thence South 71 degrees 38 minutes 52 seconds West, 151.11 feet;
Thence North 83 degrees 48 minutes 29 seconds West, 290.35 feet;
Thence North 87 degrees 06 minutes 23 seconds West, 146.34 feet;
Thence North 03 degrees 53 minutes 17 seconds West, 399.50 feet;
Thence North 07 degrees 20 minutes 58 seconds West, 82.36 feet;
Thence North 19 degrees 04 minutes 00 seconds East, 67.45 feet;
Thence South 71 degrees 43 minutes 06 seconds East, 124.09 feet;
Thence North 18 degrees 52 minutes 47 seconds East, 144.59 feet;
Thence North 70 degrees 50 minutes 21 seconds West, 48.51 feet;
Thence North 18 degrees 53 minutes 11 seconds East, 61.21 feet;
Thence South 70 degrees 57 minutes 30 seconds East, 117.84 feet;
Thence North 18 degrees 34 minutes 29 seconds East, 25.40 feet;
Thence South 71 degrees 39 minutes 08 seconds East, 19.98 feet;
Thence North 18 degrees 30 minutes 08 seconds East, 147.30 feet;
Thence North 71 degrees 53 minutes 32 seconds West, 11.68 feet;
Thence North 18 degrees 18 minutes 24 seconds East, 42.94 feet;

Thence along a curve to the left having a radius of 737.91 feet, the long chord of which bears North 77 degrees 21 minutes 44 seconds West, 120.98 feet;

Thence North 82 degrees 01 minutes 29 seconds West, 164.73 feet;

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

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

Parcel Number A029050100100

Prior Instrument Deed Volume 141 Page 870

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 31. (A) The Governor may execute a Governor's Deed in the name of the State conveying to Captina Conservancy ("Purchaser"), and its successors and assigns, all of the State's right, title, and interest in all or part of the following described real estate:

Tract 1

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

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

Parcel Number: 36-60019.000 (part)

Prior Instrument Reference: Vol 494 Page 440

Tract 2

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

Beginning for the same at a point in the North line of Sec.33, from which the N.E. Corner of Sec. 33 bears S. 84° 49' E., 1497.83, (bearing on East Sec. Line is S. 4° 56' W.); thence from the place of beginning S. 8° 39' 40" E., 2093.26 feet to a point; thence S. 86° 17' 30" E. 665.00 feet to a point; thence S. 3° 42' 30" W., 700.00 feet to a point on the half section line of said Section 33, thence with the half section line S. 84° 46' 30" E., 250.00 feet to a stone, said stone being N. 84° 46' 30" W., 7601 feet from a stone at the southeast corner of the Northeast quarter of Section 33; thence leaving said half section line S. 20° 16' W., 891.68 feet to a point in Township Road T-234; thence with said road S. 11° 59' 30" W., 351.83 feet; thence S. 24° 42' W. 418.27 feet to a point in the township road; thence leave the township N. 53° 10' W., 3195.84 feet to a point; thence N. 4° 51' 30" E., 1300.00 feet to a point; thence S. 85° 08' 30" E. 700.00 feet to a marked stone (lime) on the half section line of Section 33; thence with the half section line N. 5° 01' E., 1338.91 feet to the northwest corner of the northeast quarter of Section 33; thence with the north line of Section 33 S. 84° 49' E., 1011.60 feet to the place of beginning. Containing 170.715 acres, more or less and being subject to all legal highways, easements and restrictions of record.

Parcel Number: 36-60020.000 (part)

Prior Instrument Reference: Vol 494 Page 440

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 32. (A) The Governor may execute one or more Governor's Deeds in the name of the State conveying to a purchaser or purchasers to be determined, its successors and assigns, all of the State's right, title, and interest in the following described real estate:

Tract 1

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

Beginning for the same at the northeast corner of said Section 33; thence with said east line of Section 33 and also with the county road S. 4° 56; W. 1330.35 feet to a stone near the west side of the road; thence leaving said section line and road N. 84° 22' W. 355.60 feet to a stone; thence S. 3° 42' 30" W. 1384.43 feet to a point on the half section line of said Section 33; thence with the half section line S. 84° 46' 30" E. 250.00 feet to a stone, said stone being N. 84° 46' 30" W. 76.01 feet from a stone at the southeast corner of the northeast quarter of Section 33; thence leaving said half section line S. 20° 16' W. 891.68 feet to a point in the county road; thence with said road S. 11° 59' 30" W. 351.83 feet; thence S. 24° 42' W. 418.27 feet; thence S. 31° 37' W. 1195.00 feet to a post on the south line of said Section 33 and near the west side of the road; thence leaving said road and with the south line of Section 33 N. 84° 52' W. 1481.60 feet to a stone at the southwest corner of the southeast quarter of Section 33 and passing a stone on line at plus 442.00 feet; thence with the half section line N. 4° 55' E. 1342.09 feet to a stone; thence leaving said half section line N. 85° 03' 30" W. 1961.68 feet to a post; thence N. 10° 40' E. 637.96 feet to a post; thence N. 29° 06' E. 776.53 feet to a post; thence N. 84° 46' 30" W. 939.34 feet to a point on the west line of said Section 33, said line also being the township line between Smith and Goshen Townships; thence with said section line N.

5° 04' E. 1354.82 feet to a post at the northwest corner of the southwest quarter of Section 33; thence S. 85° 08' 30" E. 2519.87 feet to a marked stone (lime) on the half section line of Section 33; thence with said half section line N. 5° 01' E. 1338.91 feet to the northwest corner of the northeast quarter of Section 33; thence with the north line of Section 33 S. 84° 49' E. 2509.43 feet to the place of beginning, containing 405.936 acres and being subject to all legal highways.

Excepting therefrom:

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

Beginning for the same at the S.E. corner of the parcel to be described, from which the S.E. corner of Section 34, T. 6, R. 4 bears, S. 84° 49' E., 1497.83 feet, (bearing on East Sec. line is N. 4° 56; E.); thence from the place of beginning and along the South Section Line of Section 34, N. 84° 49' W., 1011.60 feet to a point; thence leave the section line, N. 5° 01' E., 869.05 feet to a point; thence S. 84° 45' 40" E., 800.00 feet to a point; thence S. 8° 39' 40" E., 894.83 feet to the place of beginning. Containing 18.075 acres more or less and being subject to all legal highways.

Part of parcel: 36-60019.000

Tract 2

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

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

Excepting therefrom:

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

Beginning for the same at a point in the North Line of Sec. 33, from which the N.E. Corner or Sec. 33 bears S. 84° 49' E., 1497.83 feet, (bearing on East Sec. Line is S. 4° 56' W.); thence from the place of beginning, S. 8° 39' 40" E., 2093.26 feet to a point; thence S. 86° 17' 30" E. 665.00 feet to a point; thence S. 3° 42' 30" W., 700.00 feet to a point on the half section line of said Section 33, thence with the half section line S. 84° 46' 30" E., 250.00 feet to a stone, said stone being N. 84° 46' 30" W., 76.01 feet from a stone at the southeast corner of the northeast quarter of Section 33; thence leaving said half section line S. 20° 16' W., 891.68 feet leaving said half section line S. 20° 16' W., 891.68 feet to a point in Township Road T-234; thence with said road S. 11° 59' 30" W., 351.83 feet; thence S. 24° 42' W. 418.27 feet to a point in the township road; thence leave the township N. 53° 10' W., 3195.85 feet to a point; thence N. 4° 51' 30" E., 1300.00 feet to a point; thence S. 85° 08' 30" E. 700.00 feet to a marked stone (lime) on the half section line N. 5° 01' E., 1338.91 feet to the northwest corner of the northeast quarter of Section 33; thence with the north line of Section 33 S. 84° 49' E., 1011.60 feet to the place of beginning. Containing 170.715 acres, more or less and being subject to all legal highways.

Part of parcel: 36-60020.000

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

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

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

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

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

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

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

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

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

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

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

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

Prior Instrument Reference: Deed Volume 494, Page 443

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

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

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

determine to be in the best interest of the State.

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 33. (A) The Governor may execute one or more Governor's Deeds in the name of the State conveying to a Purchaser or Purchasers to be determined, its successors and assigns, all of the State's right, title, and interest in the following described real estate:

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

Tract 1

Parcel No. 1 – All of Inlot No. 141 in said City, County and State except 22 3/12 feet in width off of the west side of said Lot formerly owned by Serguis Bingham and that part of said Lot off of the east side, east of the alley, now owned and occupied by the United States of America, together with the common use of the alley running north and south through said Lot No. 141. It is hereby intended to describe the same real estate conveyed by Peter Kern and wife to one Betsy P. Harris by deed dated April 24, 1885, and recorded in Deed Book No. 58, at Page 565 of the Deed Records of Athens County, Ohio. Being the premises conveyed to The Athens Messenger & Herald Printing Company by May P. Harris, unmarried, et al, by deed dated August 29th, 1933, and recorded in Volume 158, Page 440, Athens County Deed Records.

Tract 2

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

Tract 3

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

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

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

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

Parcel Numbers: A027230000500 & A027230000600 & A027230000601

Prior Instrument Reference: Deed Volume 312 Page 865

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

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

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

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

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

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

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

Administrative Services and the Board of Trustees of Ohio University.

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

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

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

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

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

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

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

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

SECTION 34. (A) The Governor may execute one or more Governor's Deeds in the name of the State conveying to a purchaser or purchasers to be determined, its successors and assigns, all of the State's right, title, and interest in the following described real estate:

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

Original site

Beginning twenty-five (25) feet west of the north-east corner of inlot numbered sixty-three (63) in said village, now city, and thence running west one hundred and thirty (130) feet; thence south one hundred and thirty-two (132) feet to the south line of said inlot number sixty-three (63); thence east one hundred and thirty (130) feet; thence north one hundred and thirty-two (132) feet to the place of beginning, situate in the village, now City of Athens, Athens County, Ohio.

Additional site acquired

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

Parcel Number: A027230000400

Prior Instrument Reference: Deed Volume 258 Page 145

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

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

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

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

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

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

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

within three years after the effective date of this section for a consideration acceptable to the Department of Administrative Services and the Board of Trustees of Ohio University.

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

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

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

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

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

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

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

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

SECTION 35. (A) The Governor may execute one or more Governor's Deeds in the name of the State conveying to a purchaser or purchasers to be determined, its successors and assigns, all of the State's right, title, and interest in the following described real estate:

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

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

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

Parcel Number: A027050003200

Prior Instrument Reference: Deed Book 197, Page 119

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

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

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

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

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

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

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

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

The purchaser or purchasers shall pay ten percent of the purchase price to the Director of

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

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

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

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

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

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

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

SECTION 36. (A) The Governor may execute one or more Governor's Deeds in the name of the State conveying to a Purchaser or Purchasers to be determined, its successors and assigns, all of the State's right, title, and interest in the following described real estate:

Tract 1

DESCRIPTION OF A 0.456 ACRE PARCEL

Situated in Athens Township, Athens County, State of Ohio

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

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

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

Course No. 2: Thence, N 86° 14' 14" W, with the northerly line of said Best of Court, LLC parcel, the northerly line of a parcel as conveyed to Richard & Sally Barr by a deed recorded in Official Record Book 197 at Page 454 of said county deed records, and the northerly line of a parcel as conveyed to Mesta Properties, LLC by a deed recorded in Official Record Book 140 at Page 794 of said county deed records, 218.62 feet to a mag nail (set), being the northeasterly corner of a parcel as conveyed to Mesta Properties by a deed recorded in Official Record Book 140 at Page 792 of said county deed records and the southeasterly corner of a parcel as conveyed to Best of Court, LLC by a deed recorded in Official Record Book 340 at Page 651 of said county deed records;

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

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

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

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

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

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

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

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

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

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

subject to all legal rights of way and easements of record.

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

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

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

Parcel Number: A027080003300

Prior Instrument Reference: OR Book 535 Page 1266 - 1275

Tract 2

DESCRIPTION OF A 0.082 ACRE PARCEL

Situated in Athens Township, Athens County, State of Ohio

Being a **0.082 acre** parcel of land located in part of Section 9, Township 09 North, Range 14 West, Ohio Company Purchase, Athens Township, Athens County, State of Ohio, being a part of InLot 51 in The City of Athens and being a parcel as conveyed to The Gilee Group LLC by a deed recorded in Official Record Book 307 at Page 384 of said county deed records and being more fully described as follows:

Beginning at a mag nail (set) at the northeasterly corner of said 0.082 acre tract, being a point on the westerly line of Congress Street (66 foot width right of way), and being the southeasterly corner of a parcel as conveyed to PM Management, LLC by a deed recorded in Deed Book 160 at Page 25 of said county deed records, from which the northeasterly corner of said InLot 51 bears N 3° 51' 50" E, 66.00 feet for reference;

Course No. 1: Thence, S 3° 51' 50" W, with the westerly line of said Congress Street, 33.98 feet to a mag nail (set), being the northeasterly corner of a parcel as conveyed to John & Joyce S. Wharton by a deed recorded in Official Record Book 503 at Page 2256 of said county deed records;

Course No. 2: Thence, N 86° 08' 10" W, with the northerly line of said John A. & Joyce S. Wharton parcel, 105.00 feet to a mag nail (set), being a point on the northerly line of a parcel as conveyed to University Rentals 3 Corp. by a deed recorded in Official Record Book 499 at Page 2606 of said county deed records and being the southeasterly corner of a parcel as conveyed to John A. & Joyce S. Wharton by a deed recorded in Official Record Book 503 at Page 2256;

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

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

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

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

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

Parcel Number: A027310001700

Prior Instrument Reference: OR Book 535 Page 1266 - 1275

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

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

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

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

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

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

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

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

The purchaser(s) shall pay ten percent of the purchase price to the Director of Administrative

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

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

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

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

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

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

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

SECTION 37. (A) The Governor may execute one or more Governor's Deeds in the name of the State conveying to a Purchaser or Purchasers to be determined, its successors and assigns, all of the State's right, title, and interest in the following described real estate:

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

Being a part of the Three (3) following parcels of land: a middle part of a 0.90 acre parcel of Lot No. 7 of the Auditor's Plat of 1900 of Lot No. 16 of Heplar in Sec. 27, T1, R18; a 0.38 acre parcel in the South side of Lot "Q" of the Auditor's Plat of 1859 of Sec. 27, T1, R18; a 8.47 acre parcel in the Southeast corner of said Lot "Q" purchased by Grantor herein G. Leslie DeLapp, Presiding Bishop, as Trustee in Trust for the Reorganized Church of Jesus Christ of Latter Day Saints, and his successors in office, for the use and benefit of said Church, from Erma C. Marting by Deed dated September 1, 1960, as recorded in Deed Book Vol. 273, Pages 14-16 on September 25,

1960, and being more particularly bounded and described as follows: Beginning at an iron post at the intersection of the West line of Ninth Street with the Northwest line of Ellison Avenue; THENCE S 29 degrees 47' W 151.38 feet to an iron post in the Northwest line of Ellison Avenue; THENCE N 30 degrees 37' W 170.20 feet to an iron post; THENCE N 59 degrees 36' E 131.75 feet to an iron post in the W line of Ninth Street; THENCE S 30 degrees 81' E 94.80 feet to the place of beginning and containing Forty-One hundredths (0.41) of an acre, more or less, of which 0.35 of an acre lies in the aforesaid Lot No. 7, 0.04 of an acre lies in the 0.88 acres parcel of aforesaid Lot "Q" the said 0.40 acre parcel comprising Lots No. 42, 42 and 43 of a proposed plat of Marting Subdivision in the City of Ironton, Lawrence County, Ohio.

Parcel Number: 35-001-0500

Prior Instrument Reference: Deed Volume 0081 Page 383

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

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

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

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

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

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

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

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

described herein. In such instance, the method of sale and disposition of the real estate shall be determined by the Director of Administrative Services and Ohio University.

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

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

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

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

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

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

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

SECTION 38. (A) The Governor may execute one or more Governor's Deeds in the name of the State conveying to a purchaser or purchasers to be determined, its successors and assigns, all of the State's right, title, and interest in the following described real estate:

Tract 1

Situate in and being the North portion of Lease Lots Numbered 3 and 4, Section No. 27, Town No. 8, Range No. 14, in said township, county and state and beginning at the Northwest corner of Lease Lot No. 4, it being the Northeast corner of Elias Hibbard's lease; thence South 16.75 chains, more or less, to the Southeast corner of said Hibbard lease to a stone; thence East 50.5 chains to a stone in the East line of Lease Lot No. 3; thence North 16.75 chains, more or less, to the Northeast

corner of said Lease Lot No. 3; thence West 50.51 chains to the place of beginning, containing 80.41 acres, more or less.

Tract 2

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

Tract 3

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

Tract 4

Beginning at the Southeast corner of Farm or Lease Lot No. 3 (otherwise 155) in Section No. 28, originally leased to Dewalt Beinbreich, and thence running North 55 chains to the Northeast corner of said lot; thence West 26 chains to the Northeast corner of the town plat of Hebbardsville; thence West 2.72 ½ chains to within 106 feet of the West end of Inlot No. 10; thence South 42 links to the North line of Inlot No. 12 in said Village; thence East 2.571/2 chains to the middle of Eastern Alley; thence South along the middle of said alley 2.73 chains to the middle of Lafayette Street; thence South to the Southeast corner of Inlot No. 24; thence West 4.61 chains to the middle of Main Street; thence South 2° East 9.0 chains; thence South 9 ½° West in said Pruden's line 8.8 chains to W.C. Bean's Northwest corner; thence East 11.8 chains; thence South 30.6 chains to the South line of said Farm or Lease Lot No. 3; thence East 20 chains to the place of beginning. Said above described tract includes Inlot No. 28 and part of Inlot No. 10 in said village of Hebbardsville and containing 135 acres. Being subject, however, to such rights as the K. & M. R.R. has over and across the same.

Tract 5

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

Tract 6

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

Tract 7

The following described part of Farm or Lease Lot No. 2 (otherwise 157) in Section No. 28, to-wit: Beginning at a point 15.57 chains West of the Southeast corner of the above described fifth

tract and thence running North 8° West 2.66 chains to a point 175 feet North of the South line of said Farm or Lease Lot No. 2; thence West 4.67 chains; thence North 3.2 chains; thence South 65° West 0.84 chains to the Northeast corner of the sixth described tract; thence South 5.5 chains to the South line of said Farm or Lease Lot No. 2; thence East 5.8 chains to the place of beginning, containing 1.72 acres, more or less, and being the same premises conveyed to the said Joseph Braun by Henry D. Mirick and wife by deed dated February 23, 1898, reference to which is hereby made for a more particular description.

Tract 8

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

Excepting from the above tract, One (1) acre sold to James Whaley and recorded in Deed Book 158, Page 440 and also excepting 0.82 acres as recorded in Deed Book 585 Page 1438, more fully described as follows: Commencing at the northwest corner of House Lot No. 19 in the Village of Hebbardsville; thence south 165 feet to the southwest corner of House Lot No. 30; thence north 44° west N 89° 20' W 270 feet to a stake: thence north 100 feet; thence north 421/2° east N 77° 27' E 283 feet to the place of beginning, containing 0.82 of an acre more or less.

Tract 9

Nineteen and Three Fourths (19.75) acres in the Northwest part of Lot Number 3, Section Number 28, Town 8, Range 14, bounded on the North by the town of Hebbardsville, on the East by the Gallipolis Road (County Road Number 77) and on the West by the West line of said Lot Number 3.

Excepting from the above tract 4.68 acres, sold to Martin T. Bean and recorded in Deed Book 46, Page 418.

Also excepting from the above two tracts, Eighty-two One Hundredths (82/100) of an acre, sold to Board of Education of Alexander Township and recorded in Deed Book 60, Page 53. Leaving in the above Two tracts 39.00 acres more or less.

Tract 10

Being in Sections 28 and 34, Township No. 8, Range No. 14 Ohio Company's Purchase, and beginning on the west line of J.P. Coe's land, 50 feet west of the Kanawha and Michigan Railroad tract; thence west 9.11 chains to the center of the County road; thence south 23 3/4° west to a stake in the center of said road; thence north 71° west 6.90 chains to a stake; thence south 42 1/2° west 31.40 chains to the north line of S. N. Wines' land; thence east along said Wines' north line 18.24 chains to within 50 feet of the Kanawha and Michigan Railroad; thence northeast keeping within 50 feet of said railroad land to the place beginning, containing 60.97 acres.

Tract 11

Situate in the Village of Hebbardsville, Alexander Township, Athens County, Ohio, to-wit:

Being Lot Number Thirteen (13), and Lot Number Fourteen (14), in said Village of Hebbardsville, the plat of which Lots is recorded in Volume 9, page 543, Record of Deeds of Athens County Ohio.

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

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

Less and except the following tract

DESCRIPTION OF AN 8.293 ACRE TRACT

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

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

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

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

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

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

Thence along the South line of The Ohio University (310-493 0.R.),

S 76° 33' 00" E, 455.40 feet to a point in County Road 19 (Hebbardsville Road), passing an iron pin set by a fence post at 433.25 feet;

Thence along said road the following five courses:

(1) S 28° 04' 31" W, 122.70 feet to a point;

(2) S 31° 04' 38" W, 246.06 feet to a point;

(3) S 35° 49' 40" W, 187.21 feet to a point;

(4) S 38° 05' 02" W, 209.62 feet to a point;

(5) S 35° 55' 31" W, 217.85 feet to the Point of Beginning and containing 8.293 acres total of which 4.685 acres are contained within Fraction 3 and 3.608 acres are contained within Fraction 4.

Subject to all easements and rights of way of record.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 39. (A) The Governor may execute one or more Governor's Deeds in the name of the State conveying to selected Purchaser or Purchasers, their heirs, successors and assigns, to be determined in the manner provided in division (C) of this section all of the State's right, title, and interest in the following described real estate:

Tract One

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

Parcel Number: 06-0699.000

Tract 2

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

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

Parcel Number: 06-0700.000

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

EXCEPTING, however, for the following easements: (1) September 24, 1880, Eliza Cunningham to Scioto Valley Railway Company, and recorded in Vol. 37, Page 537, Scioto County Record of Deeds, (2) July 21, 1903, H. C. Feurt to Norfolk and Western Railway Company, and recorded in Vol. 77, Page 149, Scioto County Record of Deeds, (3) March 19, 1915, Albert H. Feurt to Ohio Valley Traction Company, and recorded in Vol. 130, Page 172, Scioto County Record of Deeds, (4) February 19, 1941, E. H. Feurt to Ohio Power, and recorded in Vol. 267, Page 437, Scioto County Record of Deeds, (5) February 24, 1941, E. H. Feurt to State of Ohio, and recorded in Vol.

275, Page 551, Scioto County Record of Deeds, (6) February 21, 1942, E. H. Feurt to State of Ohio, and recorded in Vol. 281, Page 439, Scioto County Record of Deeds, (7) December 12, 1955, Ella H. Feurt to Ohio Power, and recorded in Vol. 447, Page 319, Scioto County Record of Deeds, (8) December 12, 1955, Ella H. Feurt to Ohio Power, and recorded in Vol. 447, Page 320, Scioto County Record of Deeds, (9) October 23, 1961, Ella H. Feurt to United States of America, and recorded in Vol. 510, Page 266, Scioto County Record of Deeds and (10) December 27, 1961, Ella H. Feurt to United Fuel Gas Company, and recorded in Vol. 513, Page 87, Scioto County Record of Deeds.

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

Prior Instrument Reference: Vol 600 Page 305

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

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

(2) The deed or deeds 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 the Board of Trustees of Ohio University without the necessity of further legislation.

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

The purchaser(s) shall pay ten percent of the purchase price to the Department of Administrative Services within five business days after receiving the notice the bid has been accepted. When the deposit has been received by the Department of Administrative Services, the Purchaser(s) shall enter into a real estate purchase agreement in the form prescribed by the Department of Administrative Services. The purchaser(s) shall pay the balance of the purchase price to the Department of Administrative Services within sixty days after receiving notice the bid has been accepted. Payment of the deposit and the purchase price shall be made by bank draft or certified check made payable to the Treasurer of State. A purchaser who does not complete the conditions of the sale as prescribed in this division or in the real estate purchase agreement, shall forfeit the ten

percent of the purchase price paid to the State as liquidated damages. If a purchaser fails to complete the conditions of sale as described in this division or in the real estate purchase agreement, the Director of Administrative Services is authorized to accept the next highest bid(s), by collecting ten percent of the revised purchase price from the next bidder(s) and to proceed to close the sale(s), provided that the secondary bid(s) meets all other criteria provided for in this section. If the Director of Administrative Services rejects all bids from the sealed bid auction, the Director may repeat the sealed bid auction process described in this section or may use an alternative sale process that is acceptable to the Board of Trustees of Ohio University.

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

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

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

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

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

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

SECTION 40. (A) The Governor may execute a Governor's Deed in the name of the State conveying to Alpha Phi Sorority ("Grantee"), and its successors and assigns, all of the State's right, title, and interest in the following described real estate:

Tract 1

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

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

Beginning at the Southwest corner of said Lot 24, which point is 264.66 feet East of the East line of Spicer Street and is on the North line of Vine Street; thence North 200 feet along the line between Spicer lots 23 and 24 to the Northwest corner of a parcel of land conveyed to Ralph C. and Anna Fleck by deed recorded on June 20, 1936, in Vol. 1656, Page 67, which point is the principal place of beginning for the parcel herein conveyed; thence continuing North along said line between Spicer lots 23 and 24, a distance of 40.24 feet to the Northwest corner of Spicer lot 24; thence East about 56 feet along the North line of Spicer lot 24 to the Northwest corner of parcel 3 of a deed to the City of Akron recorded in Vol. 2987, Page 598 of Summit County records; thence Southerly along

the Westerly boundary of said land conveyed to the City of Akron, about 39.54 feet to a point at the Southwest corner of said parcel which point is also on the North line of land conveyed to James E. and Mary E. Garber on April 1, 1946, by deed recorded in Vol. 2236, Page 267 of Summit County records; thence Westerly on the North line of land conveyed to said Garvers and Flecks, a distance of approximately 57.2 feet to the place of beginning, it being the intention of the Grantors to convey all that land in Vol. 1349, Page 363 of Summit County records except that in Vol. 1656, Page 67, Vol. 2236, Page 267 and Vol. 2987, Page 598 of Summit County records, be the same more or less.

Parcel Number: 6838625

Prior Instrument Reference: Document # 55767280

Tract 2

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

Known as being a part of original Portage Township Lot 3, Tract 8, bounded and described as follows:

Beginning at a point in the South line of Orchard Court so called, 363 feet West of the West line of Fountain Street; thence South, about 43 feet to a point, thence East, approximately 50 feet to a point; thence North 41.8 feet to the South line of Orchard Court; thence West along the South line of Orchard Court, 50 feet to the place of beginning, be the same more or less.

Excepting therefrom:

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

Known as being part of the original Portage Township, Tract 8 and being more particularly described as follows:

Commencing at the intersection of the Northerly line of Vine Street (60 feet wide) and the Easterly line of Spicer Street (60 feet wide), said point being 512.71 feet left of State 54+87.22 of the centerline of State Route 8;

Thence North 87° 59' 41" East a distance of 299.66 feet along the Northerly line of Vine Street to a point in Grantor's Easterly line, said point being Grantor's Southeasterly corner;

Thence North 1° 17' 27" East a distance of 200.00 feet along Grantor's Easterly line to a point;

Thence North 87° 59' 41" East a distance of 22.20 feet along Grantor's Easterly line to a point;

Thence North 0° 23' 48" West a distance of 40.90 feet along Grantor's Easterly line to a point;

Thence North 0° 01' 24" East a distance of 36.51 feet along Grantor's Easterly line to a point in a proposed limited access right of way line, said point being 181.73 feet left of station 57+70.00 of the centerline of state route 8 and the true place of beginning;

Thence North 65° 04' 47" West a distance of 12.13 feet along a proposed limited access right of way line to a point in the Southerly line of Orchard Street and Grantor's Northerly line;

Thence North 89° 04' 11" East a distance of 11.00 feet along the Southerly line of Orchard Street and Grantor's Northerly line to a point in Grantor's Easterly line, said point being Grantor's Northeasterly corner;

Thence South 0° 01' 24" West a distance of 5.29 feet along Grantor's Easterly line to the true place of beginning;

The above described area is contained within the Summit County Auditor's permanent parcel

number 68-38627. Within said bounds is 0.001 acres inclusive of the present road which occupies 0.000 acres.

This description is based on a survey for the Ohio Department of Transportation in 1999 under the direction of Adam D. Treat, P.S., Registered Surveyor No. 8058.

Bearing based on Ohio North Zone State Plane Coordinates, NAD83(95).

Monuments referred to as iron pins set are ¾" x 30" reinforcing rod with an aluminum cap stamped "ODOT R/W DLX Ohio 8058."

Parcel Number: 6838627

Prior Instrument Reference: Document # 55767280

Tract 3

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

Known as being a part of original Portage Township Lot 3, Tract 8, and more fully bounded and described as follows:

Beginning at the intersection of the Southerly line of Carroll Street as now improved, and the Westerly line of Fountain Street (as of October 5, 1943); thence S 0° 45' W, 318.45 feet along the Westerly line of Fountain Street to the Southerly line of Orchard Court; thence N 89° 19' W along the Southerly line of Orchard Court, 367.75 feet to an iron pipe at the true place of beginning; thence continuing N 89° 19' W along the Southerly line of Orchard Court, 47.5 feet to an iron pipe; thence S 2° 46' W, 44.80 feet to a point; thence N 88° 32' E, 3 feet to a point; thence S 3° 26' W, 60 feet to a point; thence N 89° 49' E, 40 feet to a point; thence N 3° 26' E, 60.84 feet to a point; thence N 88° 32' E, 5.74 feet to an iron pipe; thence N 1° 10' E, 43 feet to an iron pipe at the true place of beginning and containing 0.104 acres of land, be the same more or less.

Parcel Number: 6838626

Prior Instrument Reference: Document # 55767280

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

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

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

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

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

The Director of Administrative Services shall offer the real estate to the Alpha Phi Sorority through a real estate purchase agreement. Consideration for the conveyance of the real estate

described in division (A) of this section shall be Three Hundred Eighty Thousand and 00/100 Dollars ($380,000.00). If Alpha Phi Sorority does not complete the purchase of the real estate within the time period provided in the real estate purchase agreement, the Director of Administrative Services may use any reasonable method of sale considered acceptable by the Board of Trustees of The University of Akron to determine an alternate grantee willing to complete the purchase for consideration acceptable to the Board of Trustees of The University of Akron within three years after the effective date of this section. The University of Akron shall pay all advertising costs, additional fees, and other costs incident to the sale of the real estate, other than the costs provided for in division (E) of this section.

(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, including surveys, title evidence, title insurance, transfer costs and fees, recording costs and fees, taxes, and any other fees, assessments, and costs that may be imposed.

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

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

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

SECTION 41. (A) The Governor may execute a Governor's Deed in the name of the State conveying to the selected Purchaser or Purchasers, their heirs, successors and assigns, to be determined in the manner provided in division (C) of this section all of the State's right, title, and interest in the following described real estate:

Tract 1

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

Beginning at a drill hole set at the northeasterly corner of Lot 4, which is also the intersection of the center lines of Triplett Boulevard (60 feet wide) and Hilbish Avenue (60 feet wide); thence along the centerline of Hilbish Avenue and the easterly line of Lot 4 S 0° 20' 36" W, 1814.38 feet to the Southerly line of Lot 4; thence along the Southerly line of Lot 4 N 89° 43' 24" W, (and along the Northerly line of a parcel of land now owned by Ruth E. Beal and William H. Beal, Sr. and along the Northerly line of a contiguous parcel of land now owned by M. A. Barsky) 230.35 feet to a number 6 rebar set at M. A. Barsky's northwesterly corner; thence along the Westerly line of said M. A. Barsky's parcel of land and along the Westerly line of a contiguous parcel of land now owned by W. H. and R. E. Beal S 29° 31' 33" W, 183.51 feet to a number 6 rebar set at the true place of beginning for land hereinafter described; thence continuing along the Westerly line of said W. H. & R. E. Beal's

parcel of land S 29° 31' 33" W, 196.27 feet to an iron pipe monument found at W. H. and R. E. Beal's Southwesterly corner; thence along the Westerly line of a parcel of land now owned by S. A. and B. Peterson and along the Westerly line of a contiguous parcel of land now owned by R. C. Bischoff S 16° 33' 52" W, 787.63 feet to an iron pipe monument found at R. C. Bischoff's Southwesterly corner; thence along the Westerly line of a parcel of land now owned by R. E Roser S 0° 11' 02" W 215.90 feet to an iron pipe monument found at the intersection of R. E. Roser's Westerly line with the Northerly line of a parcel of land now owned by The General Tire and Rubber Company; thence along General Tire and Rubber Company's Northerly line S 88° 51' 43" W, 475.27 feet to a pipe found at the intersection of General Tire and Rubber Company's Northerly line with the Easterly line of George Washington Boulevard (100 feet wide); thence along the Easterly line of George Washington Boulevard N 33° 39' 10" E, 1319.53 feet to a number 6 rebar set at a point of curvature; thence along the Easterly line of George Washington Boulevard and along the arc of a circle curving to the left (radius 1249.76 feet, central angle 3° 36' 18", sub chord 78.62 feet and sub chord bearing N 31° 51' 01" E,) 78.63 feet to a number 6 rebar set; thence radially S 59° 57' 08" E, 28.21 feet to the number 6 rebar set at the true place of beginning for land herein described and containing 5.3098 acres of land more or less as surveyed and computed by the Bureau of Engineering, The City of Akron, Ohio in June of 1971.

Parcel Number: 6835031

Prior Instrument Reference: Deed Volume 5266 Page 93

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

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

(2) The deed for 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 The University of Akron without the necessity of further legislation.

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

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

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

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

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

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

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

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

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

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

SECTION 42. (A) The Governor may execute one or more Governor's Deeds in the name of the State conveying to Toledo Public Schools ("Grantees"), and its, successors and assigns, all of the State's right, title, and interest in the following described real estate:

Tract 1

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

Parcel Number: 15-25041

Prior Instrument Reference: Deed Volume 2649, Page 98

Tract 2

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

Parcel Number: 11-64654

Prior Instrument Reference: Document # 20170628-0027056

Tract 3

All of Lot Number ninety (90) in Ottawa Manor, a Subdivision in the City of Toledo, Lucas County, Ohio as enumerated and delineated in Plat Volume 42, Page 119, in the offices of the Lucas County Recorder.

Parcel Number: 1164657

Prior Instrument Reference: Document # 20170628-0027056

Tract 4

All of Lot Number ninety-three (93) and ninety-four (94) in Ottawa Manor, a Subdivision in the City of Toledo, Lucas County, Ohio as enumerated and delineated in Plat Volume 42, Page 119, in the offices of the Lucas County Recorder.

Excepting therefrom a parcel of land situated in the Southeast ¼ of Section Number 29, Town-9-South, Range-7-East of the Michigan Surveys and being a part of Lot Number 93 all within a Plat in the name of "Ottawa Manor" recorded in Lucas County Plat Volume 42 on Page 119, all within the City of Toledo, State of Ohio, and more fully described as follows:

Commencing at an Iron Rod Monument found within a Monument Box and marking the South ¼ Post of Section Number 29, Town-9-South, Range-7-East of the Michigan Surveys and being on the centerline of Bancroft Street, having a varying right-of-way width (said Iron Rod Monument having a Plan Station of 36+37.94 at 0.00 feet Left), Thence NORTH 89°-21'-19" EAST on said centerline of Bancroft Street for a distance of 211.12 feet to a point on the centerline of said Bancroft Street, having a Plan Station of 38+49.06 at 0.00 feet left, thence NORTH 0°-38'-41" WEST for a distance of 50.00 feet to a Iron Bar set with a Plastic Cap on the northerly right-of-way of existing Bancroft Street, having a Plan Station of 38+49.06 at 50.00 feet left, said Iron Bar being the POINT OF BEGINNING for this description;

1. Thence SOUTH 89°-21'-19" WEST being parallel with the centerline of Bancroft Street for a distance of 7.60 feet to a Point of Non-Tangent Curvature to the Right, having a Plan Station of 38+41.46 at 50.00 feet Left;

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

3. Thence SOUTH 31°-05'-24" EAST for a distance of 34.73 feet to the POINT OF BEGINNING.

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

Bearings based on the Ohio State Plane Coordinate System (Ohio North Zone, NAD 83

(1995) prior to the HARN Shift. Bearings are for the express purpose of showing angular measurement only.

Parcel Number: 1164677

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

Tract 5

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

Parcel Number (s): 1164661 & 1164664

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

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

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

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

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

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

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

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

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

(F) Upon adoption of a resolution by the Board of Trustees of The University of Toledo and

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

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

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

SECTION 43. (A) The Governor may execute a Governor's Deed in the name of the State conveying to Lucas County Commissioners ("Grantees"), and its, successors and assigns, all of the State's right, title, and interest in the following described real estate:

Tract 1:

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

and

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

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

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

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

Parcel Number: 1887336

Prior Instrument#: 200005030014227

Tract 2:

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

Parcel Number: 0272600
Prior Instrument#: 20090430-0019734

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

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

(2) The deed for conveyance of the real estate may contain restrictions, exceptions, reservations, reversionary interests, and other terms and conditions the Director of Administrative Services and the Board of Trustees of The University of Toledo 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 Toledo without the necessity of further legislation.

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

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

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

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

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

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

SECTION 44. (A) Notwithstanding division (A)(5) of section 123.01 of the Revised Code, the Director of Administrative Services may execute a perpetual easement in the name of the State with the City of Toledo, Ohio, an Ohio municipal corporation, and its successors and assigns, for the purposes of construction and maintenance of certain highway/roadway, pedestrian walkways/trails and other public improvements burdening the following described real estate:

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

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

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

Thence along the centerline of right-of-way of Secor Road and the west line of said Section 32, South 00 degrees 53 minutes 15 seconds East for a distance of 1808.94 feet to a point at the Grantor's southwest corner and the northwesterly corner of a parcel conveyed to Campus View Apartments, LLC, an Ohio Limited Liability Company by the instrument filed as Instrument Number 200902030004506, said point being at centerline of right-of-way of Secor Road station 18+52.45;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 45. (A) The Governor may execute a Governor's Deed in the name of the State conveying to selected Purchaser or Purchasers, their heirs, successors and assigns, to be determined in the manner provided in division (C) of this section all of the State's right, title, and interest in the following described real estate:

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

Parcel Number: 0560708

Prior Instrument Reference: Document # 200205010218846

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

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

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

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

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

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

(5) The following uses shall be restricted on the real estate so long as the University of Toledo operates a healthcare facility on any of the neighboring parcels:

The real estate shall not be used as a healthcare medical treatment facility including but not limited to outpatient medical treatment, urgent care, generalist primary care, family medicine, or ambulatory surgery.

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

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

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

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

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

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

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

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

SECTION 46. (A) The Governor may execute a Governor's Deed in the name of the State conveying to Toledo Public Schools ("Grantees"), and its, successors and assigns, all of the State's right, title, and interest in the following described real estate:

All of lots Number 1120, 1121, 1122, 1123, 1124, 1125, 1126, 1127, 1128, 1129, 1130, 1131, 1132, 1133, 1134, 1135, 1136, 1137, 1189, 1190 except the southerly 10 feet, and 1200, together with that portion of Winston Boulevard vacated September 5, 1950, lying between said Lots 1120 through 1129, and, Lots 1130 through 1137 in Heather Downs Second Addition to the City of Toledo, Lucas County, Ohio, same being recorded in Plat 42-B-103.

Parcel Number: 0763347

Prior Instrument Reference: Inst# 20050617-0043177

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

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

(2) The deed for 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 The University of Toledo without the necessity of further legislation.

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

The Director of Administrative Services shall offer the real estate to the Toledo Public Schools through a real estate purchase agreement. Consideration for the conveyance of the real estate

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

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

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

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

(F)(1) Upon adoption of a resolution by the Board of Trustees of The University of Toledo and fully executed purchase agreement, the Director of the Department of Administrative Services, with the assistance of the Attorney General, shall prepare a Governor's Deed to the real estate described in division (A) of this section. The Governor's Deed shall state the consideration and shall be executed by the Governor in the name of the State, countersigned by the Secretary of State, sealed with the Great Seal of the State, presented in the Department of Administrative Services for recording, and delivered to the Grantee. The Grantee shall present the Governor's Deed for recording in the Office of the Lucas County Recorder.

(2) Should the Grantee no longer use the real estate described in division (A) of this section for educational purposes, the real estate described in division (A) of this section shall revert back to the State of Ohio at the sole discretion of the Director of Administrative Services and The University of Toledo. If the real estate is sold to an alternate purchaser, this provision applies only at the discretion of the University of Toledo.

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

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

SECTION 47. (A) The Governor may execute a Governor's Deed in the name of the State conveying to the City of Akron, Ohio ("Grantee"), and its successors and assigns, all of the State's right, title, and interest in two skywalks that connect the Ocasek State Office Building to neighboring properties (the "Improvements"). The Western Skywalk is located over South High Street, Akron, Ohio, 44308 and the Eastern Skywalk is located over Broadway Street, Akron, Ohio 44308. The legal descriptions of the skywalks are as follows:

Western Skywalk

Legal Description of Air Rights

Situated in the City of Akron, County of Summit, State of Ohio, Original Portage Township, Connecticut Western Reserve, Tract 7, T 2 N, R 11 W, part of Block 26 in Kings Addition,

Transcribed Records Page 17, and bounded and described as follows:

COMMENCING at a Drill Hole set at the intersection of the east right of way line of S. High St. (66 feet wide) and the south right of way line of E. Bowery St. (66 feet wide), thence along the east right of way line of said S. High St., South 26 degrees 54 minutes 50 seconds West a distance of 72.20 feet to the POINT OF BEGINNING of the parcel herein described;

1. South 63 degrees 37 minutes 58 seconds East a distance of 23.14 feet to a point on the face of the existing building;

2. Thence along the face of said existing building, South 26 degrees 45 minutes 54 seconds West a distance of 8.34 feet to a building corner;

3. Thence continuing along the face of said existing building, North 63 degrees 01 minutes 46 seconds West a distance of 16.68 feet to a building corner;

4. Thence continuing along the face of said existing building, South 26 degrees 52 minutes 22 seconds West a distance of 4.29 feet to a point;

5. North 63 degrees 03 minutes 14 seconds West a distance of 6.48 feet to a point on the east right of way line of said S. High St.;

6. Thence along said east right of way line, North 26 degrees 54 minutes 50 seconds East a distance of 12.39 feet to the Point of Beginning, containing 0.0500 acres (218 sq. ft.), and being subject to a vertical plane extending from the bottom of existing skywalk to the top of said skywalk.

The bearings for this description are based on Grid North, of the Ohio State Plane Coordinate System, North Zone, NAD83(2011), as measured with GPS.

This description was prepared and reviewed under the supervision of Steven L. Mullaney, Professional Surveyor No. 7900, in February of 2022.

Legal Description of Pier Location

Situated in the City of Akron, County of Summit, State of Ohio, Original Portage Township, Connecticut Western Reserve, Tract 7, T 2 N, R 11 W, part of Block 26 in Kings Addition, Transcribed Records Page 17, and bounded and described as follows:

COMMENCING at a Drill Hole set at the intersection of the east right of way line of S. High St. (66 feet wide) and the south right of way line of E. Bowery St. (66 feet wide), thence along the east right of way line of said S. High St., South 26 degrees 54 minutes 50 seconds West a distance of 72.20 feet to the POINT OF BEGINNING of the parcel herein described;

1. South 63 degrees 37 minutes 58 seconds East a distance of 4.00 feet to a point;

2. South 26 degrees 54 minutes 50 seconds West a distance of 12.43 feet to point;

3. North 63 degrees 03 minutes 14 seconds West a distance of 4.00 feet to a point on the east right of way line of said S. High St.;

6. Thence along said east right of way line, North 26 degrees 54 minutes 50 seconds East a distance of 12.39 feet to the Point of Beginning, containing 0.0011 acres (50 sq.ft.).

The bearings for this description are based on Grid North, of the Ohio State Plane Coordinate System, North Zone, NAD83(2011), as measured with GPS.

This description was prepared and reviewed under the supervision of Steven L. Mullaney, Professional Surveyor No. 7900, in February of 2022.

Legal Description of Air Rights

Situated in the City of Akron, County of Summit, State of Ohio, Original Portage Township,

Connecticut Western Reserve, Tract 7, T 2 N, R 11 W, part of Block 26 in Kings Addition, Transcribed Records Page 17, and bounded and described as follows:

COMMENCING at a Drill Hole set at the intersection of the east right of way line of S. High St. (66 feet wide) and the south right of way line of E. Bowery St. (66 feet wide), thence along the east right of way line of said S. High St., South 26 degrees 54 minutes 50 seconds West a distance of 72.20 feet to the POINT OF BEGINNING of the parcel herein described;

1. Thence continuing along the east right of way line of said High St., South 26 degrees 54 minutes 50 seconds East a distance of 12.39 feet to a point;

2. North 63 degrees 03 minutes 14 seconds West distance of 66.00 feet to a point on the west right of way line of said S. High St.;

3. Thence along said west right of way line, North 26 degrees 54 minutes 50 seconds East a distance of 10.00 feet to a point;

4. South 63 degrees 03 minutes 14 seconds East a distance of 62.50 feet to a point;

5. North 26 degrees 54 minutes 50 seconds East a distance of 2.35 feet to a point;

6. South 63 degrees 37 minutes 58 seconds East a distance of 3.50 feet to the Point of Beginning, containing 0.0153 acres (668 sq.ft.), and being subject to a vertical plane extending from the bottom of existing skywalk to the top of said skywalk.

The bearings for this description are based on Grid North, of the Ohio State Plane Coordinate System, North Zone, NAD83(2011), as measured with GPS.

This description was prepared and reviewed under the supervision of Steven L. Mullaney, Professional Surveyor No. 7900, in February of 2022.

Legal Description of Pier Location

Situated in the City of Akron, County of Summit, State of Ohio, Original Portage Township, Connecticut Western Reserve, Tract 7, T 2 N, R 11 W, part of Block 26 in Kings Addition, Transcribed Records Page 17, and bounded and described as follows:

COMMENCING at a Drill Hole set at the intersection of the east right of way line of S. High St. (66 feet wide) and the south right of way line of E. Bowery St. (66 feet wide), thence along the east right of way line of said S. High St., South 26 degrees 54 minutes 50 seconds West a distance of 72.20 feet to the POINT OF BEGINNING of the parcel herein described;

1. Thence continuing along the east right of way line of said High St., South 26 degrees 54 minutes 50 seconds East a distance of 12.39 feet to a point;

2. North 63 degrees 03 minutes 14 seconds West distance of 1.40 feet to a point;

3. North 26 degrees 54 minutes 50 seconds East a distance of 12.37 feet to a point;

4. South 63 degrees 37 minutes 58 seconds East a distance of 1.40 feet to the Point of Beginning, containing 0.0004 acres (17 sq.ft.).

The bearings for this description are based on Grid North, of the Ohio State Plane Coordinate System, North Zone, NAD83(2011), as measured with GPS.

This description was prepared and reviewed under the supervision of Steven L. Mullaney, Professional Surveyor No. 7900, in February of 2022.

Legal Description of Air Rights

Situated in the City of Akron, County of Summit, State of Ohio, Original Portage Township, Connecticut Western Reserve, Tract 7, T 2 N, R 11 W, part of Block 26 in Kings Addition,

Transcribed Records Page 17, and bounded and described as follows:

COMMENCING at a Drill Hole set at the intersection of the west right of way line of S. High St. (66 feet wide) and the south right of way line of E. Bowery St. (66 feet wide), thence along the west right of way line of said S. High St., South 26 degrees 54 minutes 50 seconds West a distance of 63.34 feet to the POINT OF BEGINNING of the parcel herein described;

1. Thence continuing along said west right of way line, South 26 degrees 54 minutes 50 seconds West a distance of 10.00 feet to a point;

2. North 63 degrees 03 minutes 14 seconds West a distance of 39.50 feet to a point;

3. South 26 degrees 56 minutes 46 seconds West a distance of 6.10 feet to a point on the face of the existing building.

4. Thence along the face of said existing building, North 63 degrees 36 minutes 09 seconds West a distance of 77.21 feet to a point on the northwest face of an existing skywalk;

5. Thence along the northwest face of said existing skywalk, North 31 degrees 17 minutes 08 seconds East a distance of 23.41 feet to point;

6. South 63 degrees 03 minutes 14 seconds East a distance of 84.93 feet to a point;

7. South 26 degrees 56 minutes 46 seconds West a distance of 6.50 feet to a point;

8. South 63 degrees 03 minutes 14 seconds East a distance of 30.00 feet to the Point of Beginning, containing 0.0507 acres (2,209 sq.ft.), and being subject to a vertical plane extending from the bottom of existing skywalk to the top of said skywalk.

The bearings for this description are based on Grid North, of the Ohio State Plane Coordinate System, North Zone, NAD83(2011), as measured with GPS.

This description was prepared and reviewed under the supervision of Steven L. Mullaney, Professional Surveyor No. 7900, in February of 2022.

Legal Description of Pier Location

Situated in the City of Akron, County of Summit, State of Ohio, Original Portage Township, Connecticut Western Reserve, Tract 7, T 2 N, R 11 W, part of Block 26 in Kings Addition, Transcribed Records Page 17, and bounded and described as follows:

COMMENCING at a Drill Hole set at the intersection of the west right of way line of S. High St. (66 feet wide) and the south right of way line of E. Bowery St. (66 feet wide), thence along the west right of way line of said S. High St., South 26 degrees 54 minutes 50 seconds West a distance of 60.83 feet to point, thence North 63 degrees 05 minutes 10 seconds West a distance of 13.23 feet to the POINT OF BEGINNING of the parcel herein described;

1. South 26 degrees 56 minutes 46 seconds West a distance of 15.00 feet to a point;

2. North 63 degrees 03 minutes 14 seconds West a distance of 5.00 feet to a point;

3. North 26 degrees 56 minutes 46 seconds East a distance of 15.00 feet to a point;

4. South 63 degrees 03 minutes 14 seconds East a distance of 5.00 feet to the Point of Beginning, containing 0.0017 acres (75 sq.ft.)

The bearings for this description are based on Grid North, of the Ohio State Plane Coordinate System, North Zone, NAD83(2011), as measured with GPS.

This description was prepared and reviewed under the supervision of Steven L. Mullaney, Professional Surveyor No. 7900, in February of 2022.

Legal Description of Pier Location

Situated in the City of Akron, County of Summit, State of Ohio, Original Portage Township, Connecticut Western Reserve, Tract 7, T 2 N, R 11 W, part of Block 26 in Kings Addition, Transcribed Records Page 17, and bounded and described as follows:

COMMENCING at a Drill Hole set at the intersection of the west right of way line of S. High St. (66 feet wide) and the south right of way line of E. Bowery St. (66 feet wide), thence along the west right of way line of said S. High St., South 26 degrees 54 minutes 50 seconds West a distance of 56.82 feet to point, thence North 63 degrees 05 minutes 10 seconds West a distance of 34.52 feet to the POINT OF BEGINNING of the parcel herein described;

1. South 26 degrees 56 minutes 46 seconds West a distance of 16.50 feet to a point;

2. North 63 degrees 03 minutes 14 seconds West a distance of 7.70 feet to a point;

3. North 26 degrees 56 minutes 46 seconds East a distance of 16.50 feet to a point;

4. South 63 degrees 03 minutes 14 seconds East a distance of 7.70 feet to the Point of Beginning, containing 0.0029 acres (127 sq.ft.)

The bearings for this description are based on Grid North, of the Ohio State Plane Coordinate System,

North Zone, NAD83(2011), as measured with GPS.

This description was prepared and reviewed under the supervision of Steven L. Mullaney, Professional Surveyor No. 7900, in February of 2022.

Legal Description of Pier Location

Situated in the City of Akron, County of Summit, State of Ohio, Original Portage Township, Connecticut Western Reserve, Tract 7, T 2 N, R 11 W, part of Block 26 in Kings Addition, Transcribed Records Page 17, and bounded and described asfollows:

COMMENCING at a Drill Hole set at the intersection of the west right of way line of S. High St. (66 feet wide) and the south right of way line of E. Bowery St. (66 feet wide), thence along the west right of way line of said S. High St., South 26 degrees 54 minutes 50 seconds West a distance of 56.78 feet to point, thence North 63 degrees 05 minutes 10 seconds West a distance of 98.61 feet to the POINT OF BEGINNING of the parcel herein described;

1. South 26 degrees 56 minutes 46 seconds West a distance of 17.00 feet to a point;

2. North 63 degrees 03 minutes 14 seconds West a distance of 5.80 feet to a point;

3. North 26 degrees 56 minutes 46 seconds East a distance of 17.00 feet to a point;

4. South 63 degrees 03 minutes 14 seconds East a distance of 5.80 feet to the Point of Beginning, containing 0.0022 acres (99 sq.ft.)

The bearings for this description are based on Grid North, of the Ohio State Plane Coordinate System, North Zone, NAD83(2011), as measured with GPS.

This description was prepared and reviewed under the supervision of Steven L. Mullaney, Professional Surveyor No. 7900, in February of 2022.

Legal Description of Air Rights

Situated in the City of Akron, County of Summit, State of Ohio, Original Portage Township, Connecticut Western Reserve, Tract 7, T 2 N, R 11 W, part of Block 26 in Kings Addition, Transcribed Records Page 17, and bounded and described as follows:

COMMENCING at a Drill Hole set at the intersection of the west right of way line of S. Broadway St. (variable width) and the south right of way line of E. Bowery St. (66 feet wide), thence

along the west right of way line of said S. Broadway St., South 30 degrees 26 minutes 20 seconds West a distance of 99.34 feet to the POINT OF BEGINNING of the parcel herein described;

1. Thence continuing along said west right of way line, South 30 degrees 26 minutes 20 seconds West a distance of 11.02 feet to a point;

2. North 63 degrees 11 minutes 42 seconds West a distance of 21.58 feet to point on the face of an existing building;

Thence along said existing building face along the following three courses:

3. North 26 degrees 55 minutes 32 seconds East a distance of 9.05 feet to a point;

4. South 62 degrees 41 minutes 17 seconds East a distance of 16.67 feet to point;

5. North 26 degrees 53 minutes 50 seconds East a distance of 2.10 feet to a point;

6. South 63 degrees 11 minutes 42 seconds East a distance of 5.59 feet to the Point of Beginning, containing 0.0048 acres (208 sq.ft.), and being subject to a vertical plane extending from the bottom of existing skywalk to the top of said skywalk.

The bearings for this description are based on Grid North, of the Ohio State Plane Coordinate System, North Zone, NAD83(2011), as measured with GPS.

This description was prepared and reviewed under the supervision of Steven L. Mullaney, Professional Surveyor No. 7900, in February of 2022.

Eastern Skywalk

Legal Description of Pier Location Situated in the City of Akron, County of Summit, State of Ohio, Original Portage Township, Connecticut Western Reserve, Tract 7, T 2 N, R 11 W, part of Block 26 in Kings Addition, Transcribed Records Page 17, and bounded and described as follows:

COMMENCING at a Drill Hole set at the intersection of the west right of way line of S. Broadway St.(variable width) and the south right of way line of E. Bowery St. (66 feet wide), thence along the west right of way line of said S. Broadway St., South 30 degrees 26 minutes 20 seconds West a distance of 99.34 feet to the POINT OF BEGINNING of the parcel herein described;

1. Thence continuing along said west right of way line, South 30 degrees 26 minutes 20 seconds West a distance of 11.02 feet to a point;

2. North 63 degrees 11 minutes 42 seconds West a distance of 2.25 feet to point;

3. North 26 degrees 48 minutes 18 seconds East a distance of 11.00 feet to a point;

4. South 63 degrees 11 minutes 42 seconds East a distance of 2.95 feet to the Point of Beginning, containing 0.0007 acres (29 sq.ft.).

The bearings for this description are based on Grid North, of the Ohio State Plane Coordinate System, North Zone, NAD83(2011), as measured with GPS.

This description was prepared and reviewed under the supervision of Steven L. Mullaney, Professional Surveyor No. 7900, in February of 2022.

Legal Description of Air Rights

Situated in the City of Akron, County of Summit, State of Ohio, Original Portage Township, Connecticut Western Reserve, Tract 7, T 2 N, R 11 W, part of Block 26 in Kings Addition, Transcribed Records Page 17, and bounded and described as follows:

COMMENCING at a Drill Hole set at the intersection of the west right of way line of S. Broadway St. (variable width) and the south right of way line of E. Bowery St. (66 feet wide), thence along the west right of way line of said S. Broadway St., South 30 degrees 26 minutes 20 seconds

West a distance of 99.34 feet to the POINT OF BEGINNING of the parcel herein described;

1. South 63 degrees 11 minutes 42 seconds East a distance of 66.82 feet to a point on the east right of way line of said S. Broadway St.;

2. Thence along said east right of way line, South 27 degrees 45 minutes 16 seconds West a distance of 11.00 feet to a point;

3. North 63 degrees 11 minutes 42 seconds West a distance of 67.34 feet to a point on the west right of way line of said S. Broadway St.;

4. Thence along said west right of way line, North 30 degrees 26 minutes 20 seconds East a distance of 11.02 feet to the Point of Beginning, containing 0.0169 acres (738 sq.ft.), and being subject to a vertical plane extending from the bottom of existing skywalk to the top of said skywalk.

The bearings for this description are based on Grid North, of the Ohio State Plane Coordinate System, North Zone, NAD83(2011), as measured with GPS.

This description was prepared and reviewed under the supervision of Steven L. Mullaney, Professional Surveyor No. 7900, in February of 2022.

Legal Description of Pier Location

Situated in the City of Akron, County of Summit, State of Ohio, Original Portage Township, Connecticut Western Reserve, Tract 7, T 2 N, R 11 W, part of Block 26 in Kings Addition, Transcribed Records Page 17, and bounded and described as follows:

COMMENCING at a Drill Hole set at the intersection of the west right of way line of S. Broadway St. (variable width) and the south right of way line of E. Bowery St. (66 feet wide), thence along the west right of way line of said S. Broadway St., South 30 degrees 26 minutes 20 seconds West a distance of 99.34 feet to the POINT OF BEGINNING of the parcel herein described;

1. South 63 degrees 11 minutes 42 seconds East a distance of 2.45 feet to point;

2. South 26 degrees 48 minutes 18 seconds West a distance of 11.00 feet to a point;

3. North 63 degrees 11 minutes 42 seconds West a distance of 3.15 feet to a point on the west right of way line of said South Broadway St.;

4. Thence along said west right of way line, North 30 degrees 26 minutes 20 seconds E a distance of 11.02 feet to the Point of Beginning, containing 0.0007 acres (39 sq.ft.).

The bearings for this description are based on Grid North, of the Ohio State Plane Coordinate System, North Zone, NAD83(2011), as measured with GPS.

This description was prepared and reviewed under the supervision of Steven L. Mullaney, Professional Surveyor No. 7900, in February of 2022.

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

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

(C) Consideration for the conveyance will be the mutual promises exchanged between the parties. The City of Akron has already purchased the Oliver R. Ocasek Government Office Building,

Summit County Parcel Number 6755895, which sale closed March 3, 2022, and both parties desire to transfer ownership of the Improvements, which are attached to the Building, but were not included in the legal description of the real estate authorized to be transferred in the previous sale. The Improvements are currently the subject of a reciprocal easement between the State of Ohio and the City of Akron, providing for the use and maintenance of the Improvements.

The Director of Administrative Services shall offer the Improvements to the City of Akron, Ohio through a real estate transfer agreement.

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

(E) Upon execution of the Real Estate Transfer Agreement, the Director of the Department of Administrative Services, with the assistance of the Attorney General, shall prepare a Governor's Deed to the real estate described in division (A) of this section. The Governor's Deed shall state the consideration and shall be executed by the Governor in the name of the State, countersigned by the Secretary of State, sealed with the Great Seal of the State, presented in the Department of Administrative Services for recording, and delivered to the Grantee. The Grantee shall present the Governor's Deed for recording in the Office of the Summit County Recorder.

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

SECTION 48. (A) The Governor may execute a Governor's Deed in the name of the State conveying to the City of Columbus, Ohio, a municipal corporation ("Grantee"), and its successors and assigns, to be determined in the manner provided in division (C) of this section, or to an alternative Grantee, and to the alternative Grantee's heirs and assigns or successors, all of the State's right, title, and interest in the following described real estate:

Situated in the City of Columbus, County of Franklin, State of Ohio and being a part of a 80.202 acres acquired from The Columbus and Southern Ohio Electric Company as recorded in Franklin County, Volume 1704, Page 153 and being more fully described as follows:

Beginning at a point at the intersection of the east right-of-way line of Hiawatha Park Place (variable R/W) and the north line of the Ohio State Fairgrounds, said point also being the southwest corner of Lot 562 of Grasmere Gardens as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 15, Page 2, Franklin County Recorder's Office, said point also being on the east limited access right-of-way line of the North Freeway (FRA-3-18.36);

Thence, along the north line of the Ohio State Fairgrounds and the south line of said Grasmere Gardens, S 86° 43' 17" E, 805.30 feet to the northeast corner of the Ohio State Fairgrounds said corner also being on the west line of Hamilton School Addition, as the same is delineated upon the recorded plat thereof, of record in Plat Book 22, Page 104, Franklin County Recorder's Office;

Thence, along the east line of the Ohio State Fairgrounds and the west line of said Hamilton School Addition and the west line of Hugh A. Tyler Subdivision as the same is delineated upon the recorded plat thereof, of record in Plat Book 25, Page 35, Franklin County Recorder's Office, S 3° 12' 14" W, 1144.70 feet to a point on the said east limited access right-of-way line of the North Freeway;

Thence, along the said east limited access right-of-way line of the North Freeway, N 25° 55' 03" W, 695.94 feet to a point;

Thence continuing along the said east limited access right-of-way line of the North Freeway, N 37° 44' 42" W, 712.00 feet to the beginning and containing 9.4 acres more or less.

Bearings are based upon an assumed meridian and are used to denote angular relationships only.

Part of Franklin County Auditor Parcel Number: 010-067015-00

Prior Deed: Volume 1704, Page 153

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

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

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

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

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

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

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

The proceeds of the sale shall be deposited into the state treasury to the credit of the Ohio exposition fund pursuant to Ohio Revised Code Section 991.04.

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

Secretary of State, sealed with the Great Seal of the State, presented in the Department of Administrative Services for recording, and delivered to the Grantee. The Grantee shall present the Governor's Deed for recording in the Office of the Franklin County Recorder.

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

SECTION 49. (A) The Governor may execute a Governor's Deed in the name of the State conveying to the Board of Education of the Symmes Valley Local School District ("Grantee"), and its successors and assigns, all of the State's right, title, and interest in the following described real estate:

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

Being a part of the northeast quarter of Section 36 and part of the southeast quarter of Section 25, Township 4 North, Range 17 West and being a part of the Lillian Darling First and Third Tracts as recorded in volume 461, page 450 and beginning at an iron pin found at the southeast corner of the State of Ohio 15.39 acre parcel as recorded in volume 260, page 413;

Thence, with the east line of said State of Ohio parcel, North 25° 54' 00" West, passing an iron pin set at 749.21 feet, a total distance of 782.00 feet to a point in the center of State Route 141;

Thence, with the center of said State Route 141, North 40° 18' 00" East, 460.15 feet to a point;

Thence, leaving said State Route 141, South 75° 58' 20" East, passing an iron pin set at 33.45 feet a total distance of 1279.11 feet to an iron pin set;

Thence, with the east line of the parcel herein described, South 10° 35' 00" West, 951.53 feet to an iron pin set;

Thence, with the south line of the parcel herein described, North 79° 25' 00" West 1039.94 feet to the place of beginning and containing 30.000 acres more or less of which 13.430 acres are in the southeast quarter of Section 25 and 16.570 acres are in the northeast quarter of Section 36.

Subject to all legal easements of record.

Bearings oriented to south line of State of Ohio 15.39 acre parcel as recorded in Volume 260, page 413.

For Last Source of Title reference is made to Deed Records in Volume 327, Page 407, of Lawrence County Ohio Deed Records.

Parcel Nos. 01-038-1700.001 (16.57A) and 01-032-1200.001 (13.43A)

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

(B)(1) The intention was for this land to be used for a school and for the state to convey title of this real estate to the Symmes Valley Local School District. The purpose of this legislation is to fulfill this intention.

(2) The deed shall contain the following restriction and covenant in accordance with the previous deed:

The Grantee will locate two access gates for use of Lillian Darling, her employees, devisees, heirs, and assigns for access by them to maintain the pasturelands only, on her remaining real estate.

(C) Consideration for the conveyance of the real estate described in division (A) of this

section shall be $1.00.

(D) The real estate described in division (A) of this section 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, including surveys, title evidence, title insurance, transfer costs and fees, recording costs and fees, taxes, and any other fees, assessments, and costs that may be imposed.

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

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

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

SECTION 50. (A) The Governor may execute a Governor's Deed in the name of the State conveying to Mahoning Valley Community School ("Grantee"), and its successors and assigns, or to an alternative Grantee, and to the alternate Grantee's heirs and assigns or successors and assigns, all of the State's right, title, and interest in the following described real estate:

Tract 1

Situated in the City of Youngstown, County of Mahoning and State of Ohio and known as part of City Out Lot Number One Thousand One Hundred Seventy-seven (1177) as City Lots and Out Lots are now numbered in said City, said part of City Out Lot Number One Thousand One Hundred Seventy-seven (1177) is bounded and described as follows:

Beginning at a point in the west line of South Avenue, One Hundred Ninety-five (195) feet north of the north line of Emery Street, said point of beginning also the north line of lands now or formerly owned by Clara Gorsky; and running thence north by the west line of said South Avenue, Ninety (90) feet to a point; thence west Two Hundred Fifty (250) feet to a point; thence south One Hundred Forty-five (145) feet to the north line of City Lot Twenty-five Thousand Four (25,004); thence east by the north line of City Lot Twenty-five Thousand Four (25,004) and by the north line of City Lot Twenty-five Thousand Five (25,005), Ninety (90) feet to the west line of said Gorsky lands; thence north by the west line of said Gorsky lands Fifty-five (55) feet to the north line of said Gorsky lands; thence east by the north line of said Gorsky lands, One Hundred Sixty (160) feet to the place of beginning, be the same more or less, but subject to all legal highways and easement of record.

Parcel Numbers: 53-114-201.00-0 & 53-114-202.00-0

Prior Instrument Reference: Deed Volume 845 Page 56

Tract 2

Situated in the City of Youngstown, County of Mahoning and State of Ohio and known as part of City Out Lot Number One Thousand One Hundred Seventy-seven (1177) according to the latest enumeration of lots and outlots in said City, bounded and described as follows:

Beginning at a point in the West line of South Avenue, at a point which is Two Hundred Five (205) feet south of the intersection of the south line of Knox Street with said South Avenue; thence west, along the south line of a Ten (10) foot strip of land now or formerly owned by the City of Youngstown, Four Hundred and Sixty-one Hundredths (400.61) feet to an angle point in said City of Youngstown lands; thence south, along the east line of said City of Youngstown lands, Three Hundred Thirty-seven and Twenty-eight Hundredths (337.28) feet to a point in the southeast corner of said City of Youngstown lands and in the northeast corner City Lot Twenty-five Thousand (25,000), also being the northwest corner of City Lot Twenty-five Thousand One (25,001): thence east along the rear or north lines of City Lot Twenty-five Thousand One (25,001), City Lot Twenty-five Thousand Two (25,002) and City Lot Twenty-five Thousand Three (25,003), One Hundred Fifty (150) feet to a point in the northeast corner of City Lot Twenty-five Thousand Three (25,003) and the northwest corner of City Lot Twenty-five Thousand Four (25,004), said point also being the southwest corner of a part of City Out Lot Number One Thousand One Hundred Seventy-seven (1177) now or formerly owned by John Owcarz; thence north along the west line of Owcarz part of City Out Lot Number One Thousand One Hundred Seventy-seven (1177), One Hundred Forty-five (145) feet to a point of angle in said Owcarz part of City Out Lot Number One Thousand One Hundred Seventy-seven (1177); thence along the north line of Owcarz part of City Out Lot Number One Thousand One Hundred Seventy-seven (1177), Two Hundred Fifty and Twenty-five Hundredths (250.25) feet to a point in the west line of aforesaid South Avenue and the northeast corner of said Owcarz part of City Out Lot Number One Thousand One Hundred Seventy-seven (1177), thence north, along the west line of South Avenue, One Hundred Seventy-eight and Forty-six Hundredths (178.46) feet to the place of beginning, and containing within said boundaries approximately Two and One Hundred Fifty-three Thousandths (2.153) acres of land, be the same more or less, but subject to all legal highways.

Parcel Number: 53-114-203.00-0

Prior Instrument Reference: Deed Volume 901 Page 620

Tract 3

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

Lot No. 25002, further identified as 430 Emery Avenue; being 50 feet wide on Emery Avenue and going back an even width of 140 feet (formerly known as lot No. 31 in Ralph F. Knox Plat, as recorded in Volume 16 of Plats, Page 2, Mahoning County Records.)

Parcel Number: 53-114-193.00-0

Prior Instrument Reference: Deed Book 1321 Page 54

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

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

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

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

(C) Consideration for the conveyance of the real estate described in division (A) of this section shall be at a price acceptable to the Director of the Department of the Department of Administrative Services and the Director of the Department of Job and Family Services.

The Director of Administrative Services shall offer the real estate to Mahoning Valley Community School through a real estate purchase agreement. Consideration for the conveyance of the real estate shall be at a price acceptable to the Director of Administrative Services and the Director of the Department of Job and Family Services. If Mahoning Valley Community School does not complete the purchase of the real estate within the time period provided in the real estate purchase agreement, the Director of Administrative Services may use any reasonable method of sale considered acceptable by the Director of the Department of Job and Family Services to determine an alternate grantee willing to complete the purchase within three years after the effective date of this section. The Department of Job and Family Services shall pay all advertising costs, additional fees, and other costs incident to the sale of the real estate.

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

(E) 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 into the state treasury to the credit of the Unemployment Compensation Special Administrative Fund under section 4141.11 of the Revised Code.

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

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

Robert R. Cupp

Speaker _____ *of the House of Representatives.*

Matthew C. Huffman

President _____ *of the Senate.*

Passed June 1, 2022

Approved 28 JUNE, 2022

Mike DeWine

Governor.

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

Director, Legislative Service Commission.

Filed in the office of the Secretary of State at Columbus, Ohio, on the 28TH day of JUNE, A. D. 2022.

Secretary of State.

File No. 132 Effective Date JUNE 28, 2022 EXCEPT AS OTHERWISE PROVIDED BY LAW

(134th General Assembly)
(Amended Substitute House Bill Number 377)

AN ACT

To amend sections 124.81, 145.012, and 505.60 of the Revised Code and to amend Section 220.11 of H.B. 168 of the 134th General Assembly, Section 5 of H.B. 175 of the 134th General Assembly, Section 7 of S.B. 9 of the 134th General Assembly, and Section 7 of S.B. 11 of the 134th General Assembly to establish the Appalachian Community Grant Program, to specify certain election workers are excluded from PERS membership, expand the category of first responders of certain townships who are considered part-time for health coverage purposes, convey state-owned land, correct an outdated reference to state treasury warrants, and to make appropriations.

Introduced by

Representatives Hall, Swearingen

Cosponsors: Representatives Riedel, Click, Seitz, Carfagna, White, Jones, Callender, Edwards, Roemer, West, Abrams, Addison, Baldridge, Blackshear, Brent, Brown, Carruthers, Cross, Cutrona, Davis, Denson, Fraizer, Ghanbari, Hicks-Hudson, Humphrey, Ingram, Jarrells, Leland, Lepore-Hagan, Lipps, Liston, Loychik, Miller, J., Miranda, O'Brien, Oelslager, Robinson, Russo, Sheehy, Smith, K., Smith, M., Sweeney, Troy, Upchurch, Weinstein, Young, T., Speaker Cupp
Senators Hottinger, Dolan, Schuring, Antonio, Blessing, Brenner, Cirino, Craig, Gavarone, Hackett, Hoagland, Huffman, S., Johnson, Kunze, Lang, Manning, Peterson, Reineke, Rulli, Schaffer, Sykes, Thomas, Williams, Wilson, Yuko

Passed by the House of Representatives,

May 18, 20 22

Passed by the Senate,

June 1, 20 22

Concurred in Senate amendments, June 1, 2022.

Filed in the office of the Secretary of State at Columbus, Ohio, on the

28TH day of JUNE, A. D. 20 22

Secretary of State.