



Ohio Legislative Service Commission

Final Analysis

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Sub. H.B. 238

131st General Assembly
(As Passed by the General Assembly)

Reps. Sears and McColley, Brown, Blessing, Green, Buchy, Derickson, Huffman, Schuring

Effective date: October 15, 2015

ACT SUMMARY

- Authorizes 18 conveyances of state-owned real estate to various persons, by various methods, including by direct sale, sealed proposal, sealed bid auction, or public auction.
- Authorizes the execution of a perpetual water line easement to the city of Piqua.
- Authorizes OBM to transfer moneys in the Adult and Juvenile Correctional Facilities Bond Retirement Fund to any fund in the state treasury that is administered by the Department of Rehabilitation and Correction or the Department of Youth Services.
- Establishes the Community Programs Fund, and specifies the purposes for which moneys in the fund may be used by the Department of Rehabilitation and Correction.

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CONTENT AND OPERATION

Real estate conveyances

The act authorizes the following public land conveyances:

Summary of Land Conveyances Included in H.B. 238							
Bill Section	Agency	Grantee	Description	County	Consideration	Fund	Conveyance authority expires
3	Department of Rehabilitation and Correction	Highest bidder of sealed proposal or sealed bid or public auction; offeror of most advantageous proposal	North Central Correctional Institution and the North Central Correctional Institution Camp	Marion	Price determined by auction or sealed bid proposal	Adult and Juvenile Correctional Facilities Bond Retirement Fund (Fund 7097)	October 15, 2018
4	Department of Rehabilitation and Correction	Highest bidder of sealed bid or public auction	Turtle Creek Community Based Correctional Facility	Warren	Price determined by auction	Adult and Juvenile Correctional Facilities Bond Retirement Fund (Fund 7097)	October 15, 2018
5	Ohio University	Highest bidder of sealed bid or public auction	22 acres at 366 Richland Ave., Athens, encumbered with a ground lease with Housing For Ohio, Inc., and improved with a 182 unit residential complex	Athens	Price determined by auction	Appropriate university accounts for the benefit of Ohio University	October 15, 2018
6	Ohio University	Highest bidder of sealed bid or public auction	15.2 acres at 739-903 East State St., Athens, encumbered with a ground lease to Chesapeake Realty, Ltd., and improved with the Athens Mall	Athens	Price determined by auction	Appropriate university accounts for the benefit of Ohio University	October 15, 2018



Summary of Land Conveyances Included in H.B. 238

Bill Section	Agency	Grantee	Description	County	Consideration	Fund	Conveyance authority expires
7	Ohio University	Highest bidder of sealed bid or public auction	7.5 acres at 919 East State St., Athens, encumbered with a ground lease to Chesapeake Realty, Ltd., and improved with various retail outlets	Athens	Price determined by auction	Appropriate university accounts for the benefit of Ohio University	October 15, 2018
8	Ohio University	Highest bidder of sealed bid or public auction	41.3 acres at 929-983 East State St., Athens, encumbered with a ground lease to Continental Fund 72 and improved with various retail outlets	Athens	Price determined by auction	Appropriate university accounts for the benefit of Ohio University	October 15, 2018
9	Department of Job and Family Services	High bidder of sealed bid or public auction	200,000 sq. ft. office building situated on 1.2 acres at 145 South Front St., Columbus	Franklin	Price not less than 15% below appraised value determined by appraisal	Unemployment Compensation Special Administrative Fund (Fund 4A90)	October 15, 2018
10	Ohio University	Highest bidder of sealed bid or public auction	4.5 acres at 24 Home St., Athens, encumbered with a ground lease to Putnam Square, Inc., and improved with 79 residential apartment units	Athens	Price determined by auction	Appropriate university accounts for the benefit of Ohio University	October 15, 2018
11	Adjutant General	Ottawa County Commissioners	Title cure affecting 1.8 acres along County Rd. 171 in Port Clinton	Ottawa	\$1	Armory Improvements Fund (Fund 5340)	October 15, 2018
12	Bureau of Workers' Compensation	City of Columbus	0.8 acres at the Northwest corner of Front St. and Long St., Columbus	Franklin	130 parking spaces in a parking garage planned for this property	Not applicable	October 15, 2018



Summary of Land Conveyances Included in H.B. 238

Bill Section	Agency	Grantee	Description	County	Consideration	Fund	Conveyance authority expires
13	Department of Mental Health and Addiction Services	City of Massillon	0.8 acres of vacant land at 3000 Erie St. South, Massillon	Stark	Acceptable price to be determined	Department of Mental Health and Addiction Services Trust Fund (Fund 4P90)	October 15, 2018
14	Ohio University	City of Dublin	Title cure affecting 3.0 acres of vacant land, South State Route 1612 at the Industrial Parkway roundabout	Franklin and Union	\$1	General Revenue Fund	October 15, 2018
15	Ohio State University	Ohio State University	9.0 acres of vacant land at the Don Scott Airport, 2160 Case Rd., Columbus	Franklin	Land exchange	Not applicable	October 15, 2018
16	University of Toledo	City of Toledo	0.7 acres of unimproved land at the intersection of Fearing Blvd. and Hill Ave., Toledo	Lucas	\$34,500	General Revenue Fund	No expiration
17	University of Toledo	GT Technologies, Inc.	0.8 acres parking lot near the intersection of Hill Ave. and Parkside Blvd., Toledo	Lucas	\$42,000	General Revenue Fund	October 15, 2018
18	Ohio University	Highest bidder of sealed bid or public auction	2.1 acres at 357 East State St., Athens, encumbered with a ground lease to Bob Evans Farms and improved with a 5,700 sq. ft. restaurant	Athens	Price determined by auction	Appropriate university accounts for the benefit of Ohio University	October 15, 2018



Summary of Land Conveyances Included in H.B. 238							
Bill Section	Agency	Grantee	Description	County	Consideration	Fund	Conveyance authority expires
19	Ohio University	Highest bidder of sealed bid or public auction	3.3 acres at 20 Home St., Athens, encumbered with a ground lease to Athens Investors, LLC, and improved with a 26,600 sq. ft. hotel	Athens	Price determined by auction	Appropriate university accounts for the benefit of Ohio University	October 15, 2018
20	Ohio History Connection	City of Piqua	Perpetual water line easement on 0.2 acres of vacant land along State Route 66 at the Johnston Farm and Indian Agency property	Miami	\$610	Not specified	October 15, 2018
21	Department of Mental Health and Addiction Services	Quest Recovery and Prevention Services, Inc.	7.9 acres containing 2 buildings totaling 45,532 sq. ft.	Stark	\$150,000	Department of Mental Health and Addiction Services Trust Fund (Fund 4P90)	October 15, 2018

The legal descriptions of the parcels of land are in the act.¹ The legal descriptions may be adjusted to accommodate any corrections necessary to facilitate recordation of the deeds.

To convey a parcel of land under the act, the Auditor of State, with the assistance of the Attorney General, prepares each deed. Deeds are executed by the Governor in the name of the state, countersigned by the Secretary of State, sealed with the Great Seal of the State, presented in the Office of the Auditor of State for recording, and delivered to the grantee, who must present the deed for recording at the office of the county recorder.

Each conveyance must include improvements and chattels situated on the real estate, and is subject to all easements, covenants, conditions, and restrictions of record; all legal highways and public rights-of-way; zoning, building, and other laws, ordinances, restrictions, and regulations; and real estate taxes and assessments not yet

¹ Sections 3 through 21.



due and payable. The real estate must be conveyed in "as-is, where-is, with all faults" condition.

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

Expiration date for the conveyances

The authorization for all land conveyances in the act expires October 15, 2018, which is three years after the act's effective date. But an expiration is not specified regarding the conveyance to the city of Toledo under Section 16.

North Central Correctional Institution and Camp properties (Section 3)

The deed must contain a restriction that use of the facility is limited to a correctional institution for the housing of inmates under the Department of Rehabilitation and Correction. The act specifies that the state reserves the right to house inmates, and operate and manage the facility as a correctional institution, either with its own employees or through an operations and management contract. If the facility is operated and managed through an operations and management contract, the contract must not be awarded to the purchaser of the property without the state having rebid the operating and management contract for a term commencing after any then-current term expires. A bid seeking to combine the purchase of the facility with the right to operate and manage the facility through an operations and management contract must stipulate and be conditioned upon the operations and management contract not becoming effective until the current operations and management contract expires. In exchange for the right to house, operate, and manage the facility, the state must negotiate and execute a contract with a successful purchaser for reimbursement of the reasonable costs associated with ownership of the facility. The contract and conveyance of the real estate is subject to an existing operation and management contract for the facility, dated August 31, 2011, with the Management and Training Corporation and the Department of Administrative Services, on behalf of the Department of Rehabilitation and Correction or any successor operation and management contract for the facility.

The deed may contain restrictions, exceptions, reservations, reversionary interests, and other terms and conditions the Director of Administrative Services determines to be in the best interest of the state, including restrictions prohibiting the purchaser from occupying, using, or developing, or from selling, the real estate, or the facility thereon, except in conformance with the restrictions, or if the use, development, or sale will interfere with the quiet enjoyment of the neighboring state-owned land.



The act specifies that, subsequent to the conveyance, any restriction, exception, reservation, reversionary interest, or other term and condition contained in the deed may be released by the state without the necessity of further legislation.

The Director of Administrative Services must conduct a sale of the real estate by sealed proposal, sealed bid auction, or public auction. If conducted by sealed proposal, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of ensuring full understanding of and responsiveness to solicitation requirements, and to negotiate terms of the contract, including reimbursement of the reasonable costs associated with ownership of the facility. Offerors must be accorded fair and equal treatment with respect to any opportunity for discussion regarding clarification, correction, or revision of proposals, and no disclosure of any information derived from proposals submitted by competing offerors may occur during a discussion. The sale may be made to the offeror whose proposal is determined to be the most advantageous to the state, taking into consideration factors such as price and the evaluation criteria set forth in the request for proposals.

If the sale is conducted by sealed bid auction or public auction, the real estate must be sold to the highest responsive and responsible bidder at a price acceptable to the Directors of Administrative Services and Rehabilitation and Correction.

Furthermore, the Director of Administrative Services must advertise the sealed proposal, sealed bid auction, or public auction by publication in a newspaper of general circulation in Marion County, once a week for three consecutive weeks before the date on which the sealed bids are to be opened or the auction takes place. Also, the Director must notify the successful offeror or bidder in writing, and may reject any or all bids.

The purchaser must pay a deposit of 10% of the purchase price to the Director of Administrative Services not later than five business days after receiving a notice that the purchaser's proposal or bid has been accepted, and must enter into a real estate purchase agreement in the form prescribed by the Department of Administrative Services. The purchaser must pay the balance of the purchase price at closing, which must occur not later than 60 days after execution of the purchase agreement. Payment must be made by certified check payable to the Treasurer of State. A purchaser who does not satisfy the conditions of the sale must forfeit the 10% deposit as liquidated damages. If a purchaser fails to complete the purchase, the Director may accept the next highest bid subject to the same conditions. If the Director rejects all proposals or bids, the Director may repeat the sealed proposal, sealed bid auction, or public auction. If the Directors of Administrative Services and Rehabilitation and Correction convey the real estate to a grantee, the real estate purchase agreement must include at least the following terms and conditions:



(1) An agreement for the sale to the purchaser of the state's right, title, and interest in the facility;

(2) Notwithstanding any provision of the Revised Code, authorization for the transfer to the purchaser of any supplies, equipment, furnishings, fixtures, or other assets of the state located at the facility considered necessary by the Directors of Rehabilitation and Correction and Administrative Services for the continued operation and management of the facility. Any such supplies, equipment, furnishings, fixtures, or other assets must not be considered supplies, excess supplies, or surplus supplies;

(3) A binding commitment that irrevocably grants to the state a right, upon the occurrence of any triggering event, to repurchase the facility. The triggering events and the procedures for a repurchase under the irrevocable grant are to be as follows:

(a) Before the purchaser, or the purchaser's successor in title, may resell or otherwise transfer the facility, the purchaser or its successor or assign first must offer to the state the opportunity to repurchase the facility for a price not greater than the purchase price paid by the purchaser to the state, less depreciation from the time of the conveyance of the facility, to the purchaser or its successor or assign, plus the depreciated value of any capital improvements to the facility that were made to it and funded by anyone other than the state subsequent to the conveyance to the purchaser. The repurchase opportunity must be offered to the state not less than 120 days before the purchaser or its successor or assign intends to resell or otherwise transfer the facility. After being offered the repurchase opportunity, the state has the right to repurchase the facility for the price described in this paragraph.

(b) Upon the purchaser's, or the purchaser's successor's or assign's, default of any financial agreement for the purchase of the facility, or upon the purchaser's, successor's, or assign's financial insolvency or inability to meet its contractual obligations, the state must have the right to repurchase the facility for a price not greater than the purchase price paid by the purchaser to the state for the facility, less depreciation from the time of the conveyance of the facility to the purchaser or successor, plus the depreciated value of any capital improvements to the facility that were made to it and funded by anyone other than the state subsequent to the conveyance to the contractor.

(4) A requirement that the purchase agreement is subject to the existing operation and management contract between the Management and Training Corporation and the Department of Administrative Services. If that contract is terminated, the operation and management responsibilities must be transferred to the Department of Rehabilitation and Correction unless the Department decides to competitively solicit such responsibilities to another contractor under similar terms and conditions. The purchase agreement must be subject to the right of the Department to



operate and manage the facility or competitively solicit that right with a contractor unless the Department decides it no longer needs to so use the facility. The Department of Rehabilitation and Correction or new contractor, whichever is applicable, is authorized to enter into an agreement with the Management and Training Corporation to purchase its equipment, supplies, furnishings, and consumables.

(5) The Department of Rehabilitation and Correction must pay advertising costs incident to the sale of the real estate.

The real estate must be sold as an entire tract and not in parcels, and the purchaser must pay all costs associated with the closing and the facility conveyance, including at least 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 conveyance of the facility and real estate must be deposited into the state treasury to the credit of the Adult and Juvenile Correctional Facilities Bond Retirement Fund.

Halfway house facility, Turtle Creek Center property (Section 4)

The deed may contain restrictions, exceptions, reservations, reversionary interests, and other terms and conditions the Director of Administrative Services determines to be in the best interest of the state, including restrictions prohibiting the purchaser from occupying, using, or developing, or from selling, the real estate, or the facility thereon, except in conformance with the restrictions, or if the use, development, or sale will interfere with the quiet enjoyment of the neighboring state-owned land.

Subsequent to the conveyance, any restriction, exception, reservation, reversionary interest, or other term and condition contained in the deed may be released by the state without the necessity of further legislation.

The Director of Rehabilitation and Correction may sell the halfway house facility if the Department of Rehabilitation and Correction does not need the property for its purposes. The act requires that the Director convey the real estate upon terms that the Director determines, subject to approval by the Governor.

The Director of Administrative Services must conduct a sale of the real estate by sealed bid auction or public auction, and the real estate must be sold to the highest bidder at a price acceptable to the Directors of Administrative Services and Rehabilitation and Correction. The Director of Administrative Services must advertise the sealed bid auction or public auction by publication in a newspaper of general circulation in Warren County, once a week for three consecutive weeks before the date



on which the sealed bids are to be opened or the auction takes place. The Director must notify the successful bidder in writing and may reject any or all bids.

The purchaser must pay a deposit of 10% of the purchase price to the Director of Administrative Services not later than five business days after receiving notice that the purchaser's bid has been accepted, and must enter into a real estate purchase agreement in the form prescribed by the Department of Administrative Services. The purchaser must pay the balance of the purchase price at closing, which must occur not later than 60 days after execution of the purchase agreement. Payment must be made by certified check payable to the Treasurer of State. A purchaser who does not complete the conditions of the sale must forfeit the 10% deposit as liquidated damages. If a purchaser fails to complete the purchase, the Director may accept the next highest bid, subject to the same conditions. If the Director rejects all bids, the Director may repeat the sealed bid auction or public auction.

If the Directors of Administrative Services and Rehabilitation and Correction convey the real estate to a purchaser, the real estate purchase agreement must include at least the following terms and conditions:

(1) An agreement for the sale to the purchaser of the state's right, title, and interest in the halfway house facility;

(2) A provision, notwithstanding the Revised Code, authorizing the transfer to the purchaser of any supplies, equipment, furnishings, fixtures, or other assets of the state located at the halfway house facility, considered necessary by the Directors of Rehabilitation and Correction and Administrative Services for the continued operation and management of the halfway house facility. Any such supplies, equipment, furnishings, fixtures, or other assets must not be considered supplies, excess supplies, or surplus supplies.

(3) A requirement that if the current operation and management contract between the Department of Rehabilitation and Correction and Talbert House, Inc., is terminated, then the purchaser of the halfway house facility may enter into an agreement with the Talbert House, Inc., to purchase their equipment, supplies, furnishings, and consumables.

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

The real estate must be sold as an entire tract and not in parcels.

The purchaser must pay all costs associated with the closing and the facility conveyance, including at least 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 conveyance of the real estate must be deposited into the state treasury to the credit of the Adult and Juvenile Correctional Facilities Bond Retirement Fund.

Ohio University properties, Athens County (Sections 5, 6, 7, 8, 10, 18, and 19)

The act contains seven separate land conveyances for Ohio University real estate located in Athens County, including several properties in the city of Athens. Sections 5, 6, 7, 8, 10, 18, and 19 each contain legal descriptions of the properties. The real estate listed in each section must be sold as an entire tract and not in parcels. The following conditions and requirements apply to each of these authorized conveyances:

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.

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

The purchaser must pay a deposit of 10% of the purchase price to the Director of Administrative Services not later than five business days after receiving notice that the purchaser's bid has been accepted, and must enter into a real estate purchase agreement in the form prescribed by the Department of Administrative Services. The purchaser must pay the balance of the purchase price at closing, which must occur not later than 60 days after execution of the purchase agreement. Payment must be made in cash or by certified check payable to the Treasurer of State. A purchaser who does not satisfy the conditions of the sale or the terms and conditions of the purchase agreement must forfeit the 10% deposit as liquidated damages. If a purchaser fails to complete the purchase, the Director may accept the next highest bid, subject to the same conditions. If the Director rejects all bids, the Director may repeat the sealed bid auction or public auction, or may use an alternative sale process that is acceptable to Ohio University.

Ohio University must pay advertising and other costs incident to the sale of the real estate. The grantee must pay all costs associated with the purchase, closing, and



conveyance of the real property, 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 of the real estate must be paid to Ohio University and deposited into the appropriate university accounts for the benefit of Ohio University.

ODJFS property, Columbus (Section 9)

The real estate must be sold as an entire tract and not in parcels.

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.

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.

The Director of Administrative Services may offer the real estate for sale through a sealed bid auction or public auction. The method of sale and disposition of the real estate must be determined by the Directors of Administrative Services and Job and Family Services. The real estate must be sold to the highest bidder at a price acceptable to the Director of Administrative Services and the Director of Job and Family Services. The Director of Administrative Services must advertise the sealed bid auction or public auction by publication in a newspaper of general circulation in Franklin County, once a week for three consecutive weeks before the date on which the sealed bids are to be opened. The Director of Administrative Services must notify the successful bidder in writing, and may reject any or all bids.

The Director of Administrative Services may not accept an offer that is lower than 15% below the value determined by an external appraisal.

The purchaser must pay a deposit of 10% of the purchase price to the Director of Administrative Services not later than five business days after receiving notice that the purchaser's bid has been accepted, and must enter into a real estate purchase agreement in the form prescribed by the Department of Administrative Services. The purchaser must pay the balance of the purchase price at closing, which must occur not later than 60 days after execution of the purchase agreement. Payment must be made in cash or by certified check payable to the Treasurer of State. A purchaser who does not satisfy the conditions of the sale or the terms and conditions of the purchase agreement must



forfeit the 10% deposit as liquidated damages. If a purchaser fails to complete the purchase, the Director may accept the next highest bid, subject to the same conditions. If the Director rejects all bids, the Director may repeat the sealed bid auction or public auction, or may use the sale process described above.

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

The purchaser must pay all costs associated with the purchase, closing, and conveyance of the real property, 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 must be deposited into the state treasury to the credit of the Unemployment Compensation Special Administrative Fund.

Adjutant General property to Ottawa County (Section 11)

The real estate must be sold as an entire tract and not in parcels.

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.

The grantee must 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 must be deposited into the state treasury to the credit of the Armory Improvements Fund.

BWC property to the city of Columbus (Section 12)

The real estate must be sold as an entire tract and not in parcels.

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 Bureau of Workers' Compensation without the necessity of further legislation.

The grantee must pay all costs associated with the purchase, closing, and conveyance, including closing costs, 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 on the conveyance.

ODMHAS property to the city of Massillon (Section 13)

The real estate must be sold as an entire tract and not in parcels.

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 Mental Health and Addiction Services without the necessity of further legislation.

The grantee must pay all costs associated with the purchase, closing, and conveyance of the real property, including the appraisal, 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 must be deposited into the state treasury to the credit of the Department of Mental Health and Addiction Services Trust Fund.

Before the closing and sale, the grantee's possession and use of the real property must be governed by an interim lease between the Department of Administrative Services and the grantee.

Ohio University property to the city of Dublin (Section 14)

The real estate must be sold as an entire tract and not in parcels.

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.

The grantee must pay all costs associated with the purchase, closing, and conveyance, including the cost of surveys, title examination, title insurance, transfer fees, and recording fees.

The net proceeds of the sale must be deposited into the state treasury to the credit of the General Revenue Fund.

Columbus property for Ohio State University (Section 15)

The real estate must be sold as an entire tract and not in parcels.

It must be conveyed subject to the following reservations and restrictions:



(1) There is reserved to the grantor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the real estate. This public right of flight includes the right to cause in the airspace any noise inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from, or operation on the Ohio State University Airport.

(2) The grantor reserves to itself, its successors and assigns, for the use and benefit of the public, a right of entry onto the real estate to cut, remove, or lower any building, structure, poles, trees, or other object, whether natural or otherwise, of a height in excess of Federal Aviation Regulation (FAR) Part 77 (surfaces relating to the Ohio State University Airport). This public right must include the right to mark or light as obstructions to air navigation, any and all buildings, structures, poles, trees, or other objects that may at any time project or extend above the surfaces.

(3) The grantee expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth, and other requirements set forth in Part 77 of the Federal Aviation Administration (FAA) Regulations, as amended, or any similar regulations which may be enacted relating to the Ohio State University Airport.

(4) The grantee expressly agrees for itself, its successors and assigns, to file a notice consistent with requirements of FAR Part 77 (FAA Form 7460-1) prior to constructing any facility, structure, or other item on the real estate.

(5) The grantee expressly agrees for itself, its successors and assigns, to not hereafter use, nor permit, nor suffer use of the real estate in such a manner as to create electrical interference with radio communication between the installation upon the Ohio State University Airport and aircraft or as to make it difficult for fliers to distinguish between airport lights and others, or as to impair visibility in the vicinity of the airport, or as otherwise to endanger the landing, taking off, or maneuvering of aircraft.

(6) The grantee expressly agrees for itself, its successors and assigns, to not hereafter use, permit, nor suffer use of the real estate in such a manner as to create a potential for attracting birds and other wildlife which may pose a hazard to aircraft.

The covenants and agreements must run with the land, as described in the act, for the benefit of the grantor and its successors and assigns in the ownership and operation of the Ohio State University Airport.

The grantee must pay all fees and costs associated with the exchange and conveyance of the real estate, as well as all costs associated with the exchange and conveyance of the real estate, including: surveying costs; title costs; preparation of



metes and bounds property descriptions; appraisals; environmental studies, assessments, and remediation; and recordation costs of the deeds.

University of Toledo property to the city of Toledo (Section 16)

The real estate must be sold as an entire tract and not in parcels.

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.

The grantee must 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 must be deposited into the state treasury to the credit of the General Revenue Fund.

University of Toledo property to GT Technologies (Section 17)

The real estate must be sold as an entire tract and not in parcels.

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.

The grantee must 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 must be deposited into the state treasury to the credit of the General Revenue Fund.

City of Piqua water line easement (Section 20)

The act states that the Director of Administrative Services has determined that the granting of a perpetual easement affecting an existing water supply line on property near the Johnston Farm and Indian Reservation to the city of Piqua, would be in the best interest of the state of Ohio.



Accordingly, it requires the Director to prepare and execute the perpetual water line easement document affecting the real estate.

The city of Piqua, at its sole expense, must present the fully executed easement document for recording in the office of the Miami County Recorder.

ODMHAS property in Massillon to Quest Recovery and Prevention Services (Section 21)

The real estate must be sold as an entire tract and not in parcels.

The deed must contain a use restriction limiting use of the real estate for behavioral health or addiction services purposes only, and prohibiting the use of the real estate as a locked incarcerate facility.

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 Mental Health and Addiction Services without the necessity of further legislation.

The act specifies that if Quest Recovery and Prevention Services, Inc., does not complete the purchase of the real estate and close 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 Mental Health and Addiction Services to locate an alternate grantee who is willing to purchase the real estate. In that event, the Department of Mental Health and Addiction Services must pay all advertising costs, additional fees, and other costs incident to the sale.

The grantee must pay all costs associated with the purchase, closing, and conveyance of the real property, including the appraisal, 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.

Prior to the closing and sale, the grantee's use and possession of the real estate is to be governed by an existing interim lease between the Department of Administrative Services and the grantee.

The net proceeds of the sale must be deposited in the state treasury to the credit of the Department of Mental Health and Addiction Services Trust Fund.



Other provisions

Adult and Juvenile Correctional Facilities Bond Retirement Fund

The act authorizes the Director of Budget and Management to direct that moneys in the Adult and Juvenile Correctional Facilities Bond Retirement Fund be transferred to any fund in the state treasury that is administered by the Department of Rehabilitation and Correction or the Department of Youth Services.² Under continuing law, the Director may make such transfers to the General Revenue Fund, the Adult Correctional Building Fund, or the Juvenile Correctional Building Fund. The act also repeals a provision that required the Adult and Juvenile Correctional Facilities Bond Retirement Fund to be abolished after any such transfer. That fund consists of proceeds from the sale of state adult or juvenile correctional facilities, and retained investment income from moneys in the fund.

Community Programs Fund

The act establishes the Community Programs Fund in the state treasury and requires the Department of Rehabilitation and Correction to use the moneys in that fund to do all of the following:³

(1) Fund the halfway house, re-entry center, and community residential center program;⁴

(2) Fund the transitional control program;⁵

(3) Provide assistance to approved community-based correctional facilities and programs and district community-based correctional facilities and programs;⁶

(4) Support subsidy programs for felony offenders and misdemeanor offenders;⁷
and

(5) Provide probation improvement grants and probation inventive grants.⁸

² R.C. 5120.092.

³ R.C. 5120.80.

⁴ R.C. 2967.14, not in the act.

⁵ R.C. 2967.26, not in the act.

⁶ R.C. 5120.112, not in the act.

⁷ R.C. 5149.31, not in the act.

⁸ R.C. 5149.311, not in the act.



HISTORY

ACTION	DATE
Introduced	06-01-15
Reported, H. Gov't Accountability & Oversight	06-17-15
Passed House (96-2)	06-17-15
Reported, S. State & Local Gov't	06-25-15
Passed Senate (31-1)	06-25-15
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