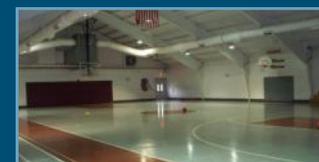


## SEALED BID

# FOR SALE

### Property Information

- Owner: State of Ohio
- Address: 4696 Gallia Pike  
Franklin Furnace, Ohio 45629  
Scioto County, Green Township
- Parcels: Two (063-030-001, 063-031-001)
- Acreage: 36 ± acres (20 ± acres fenced-in)
- Use: Multi-Purpose Facility
- Built: 1996-2001
- Capacity: Equipped with 242 Occupancy Rooms
- Buildings: Ten (10) Buildings Total: Three (3) housing (10 Units), Cafeteria/  
Storage/Maintenance/Laundry, Education (High School),  
Administration (Includes offices/medical/dental), Greenhouse,  
Horticulture, Equipment/Salt Storage, Records Storage



For additional information/bid package contact:  
Ohio Department of Administrative Services  
Office of Real Estate and Planning  
4200 Surface Road  
Columbus, Ohio 43228  
(614) 644-5109

# Property Sale

State of Ohio

Department of Youth Services

Ohio River Valley Juvenile Correctional Facility

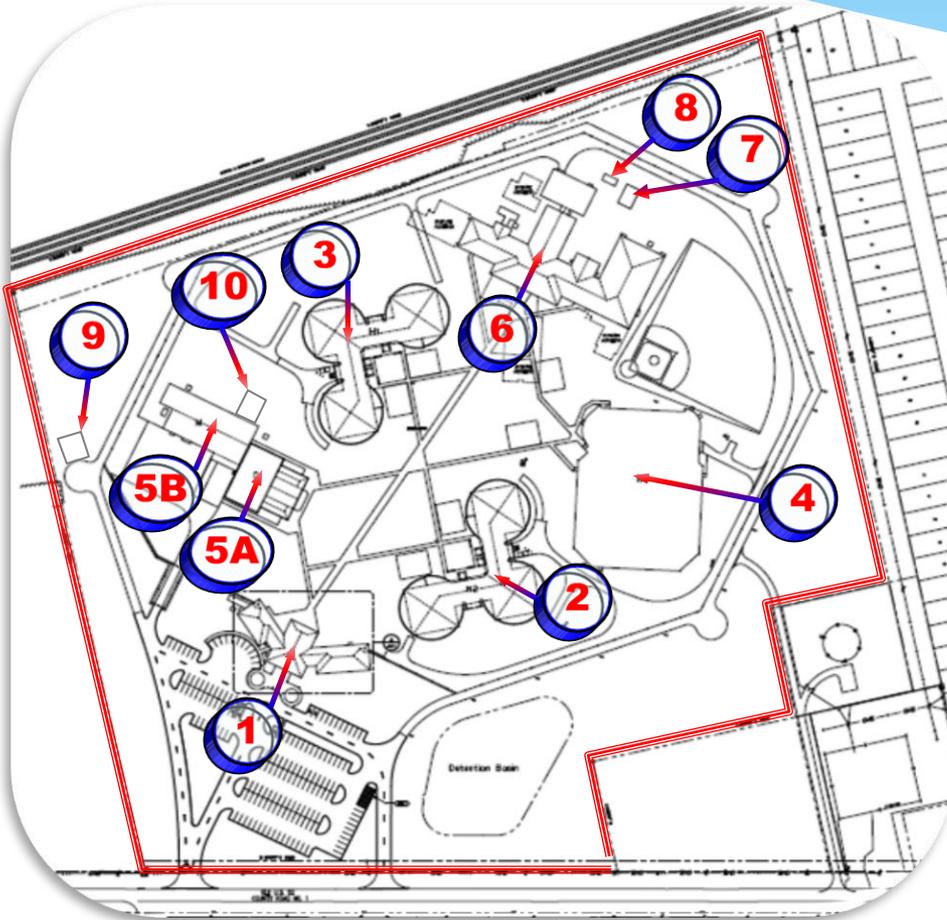
4696 Gallia Pike

Franklin Furnace, Ohio 45629

Site Plans and Photographs

All images are for illustrative purposes

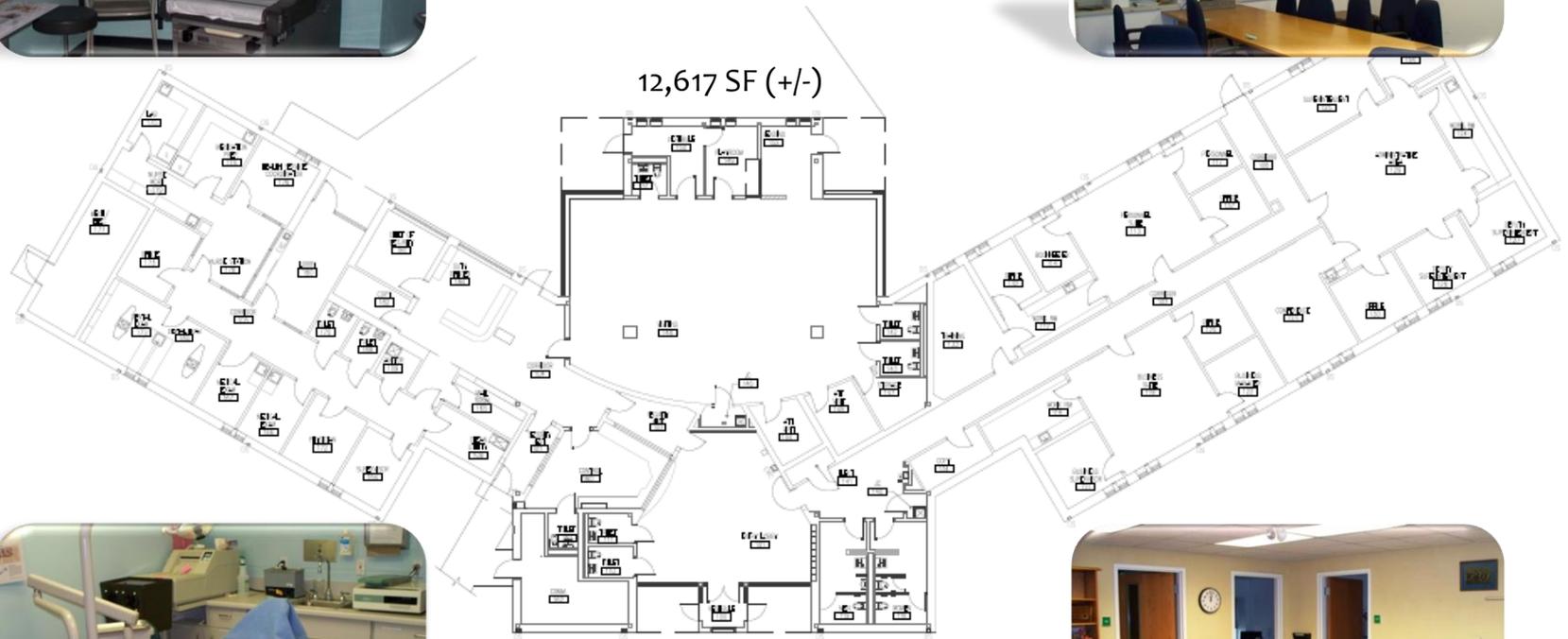
# Site Plan



#	Building Name	Square Feet	Type	Built
1	Administration Building	12,617	Masonry	1996
2	"Innovation" Housing Building	32,610	Masonry	1996
3	"Aviation" Housing Building	32,610	Masonry	1996
4	"Liberation" Housing Building	56,767	Masonry	2001
5A	Food Service/Cafeteria	11,850	Masonry, Steel	1996
5B	Storage/Maintenance/Laundry	11,050		
	Total	22,900		
6	Education Building	34,488	Masonry	1996
7	Greenhouse Building	1,352	Glass, Steel	1999
8	Horticulture Building	560	Masonry	2001
9	Equipment/Salt Storage Bldg.	2,187	Masonry	1999
10	Records Storage Building	3,500	Masonry, Steel	1999

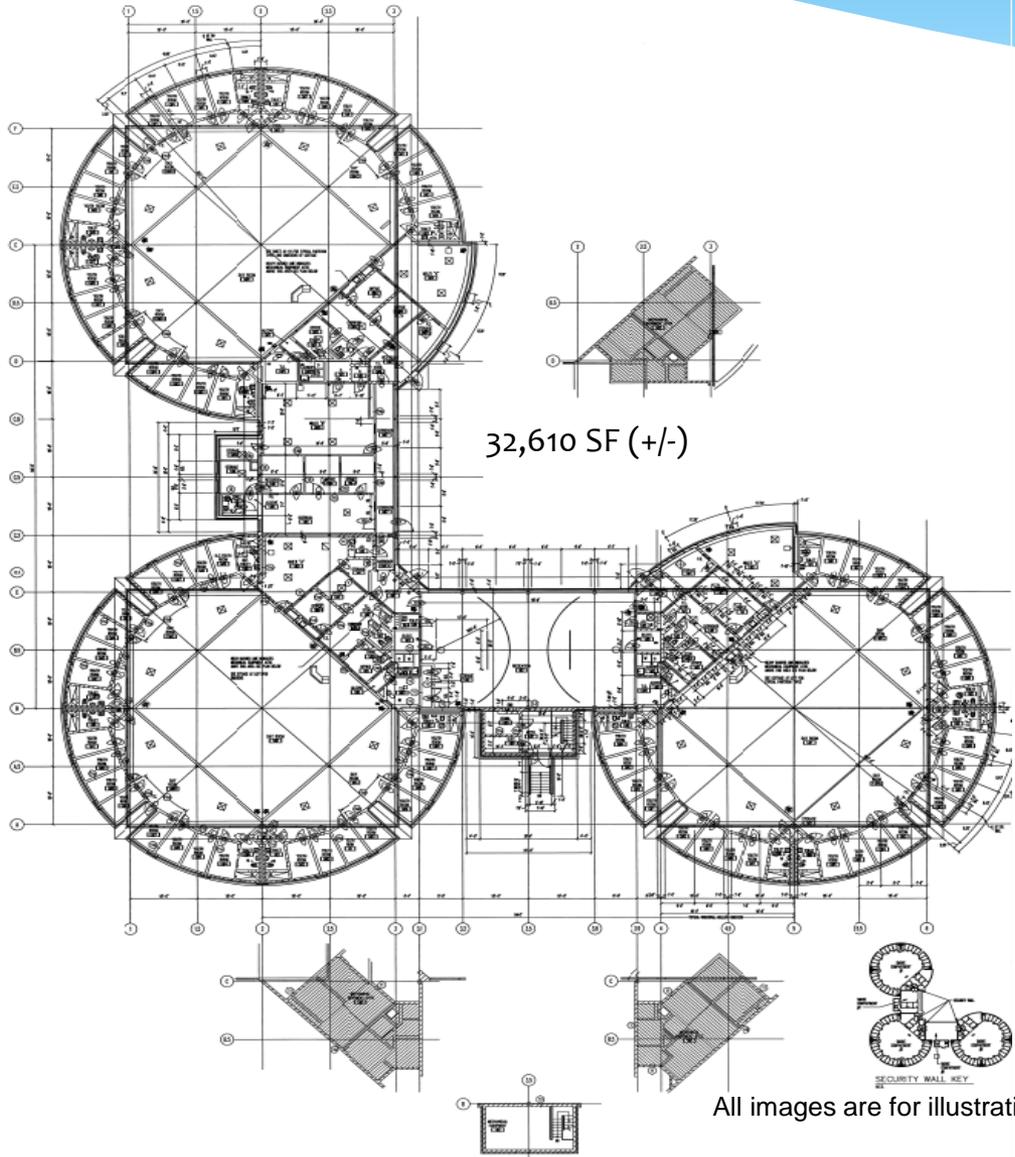
All images are for illustrative purposes

# Administration Building



All images are for illustrative purposes

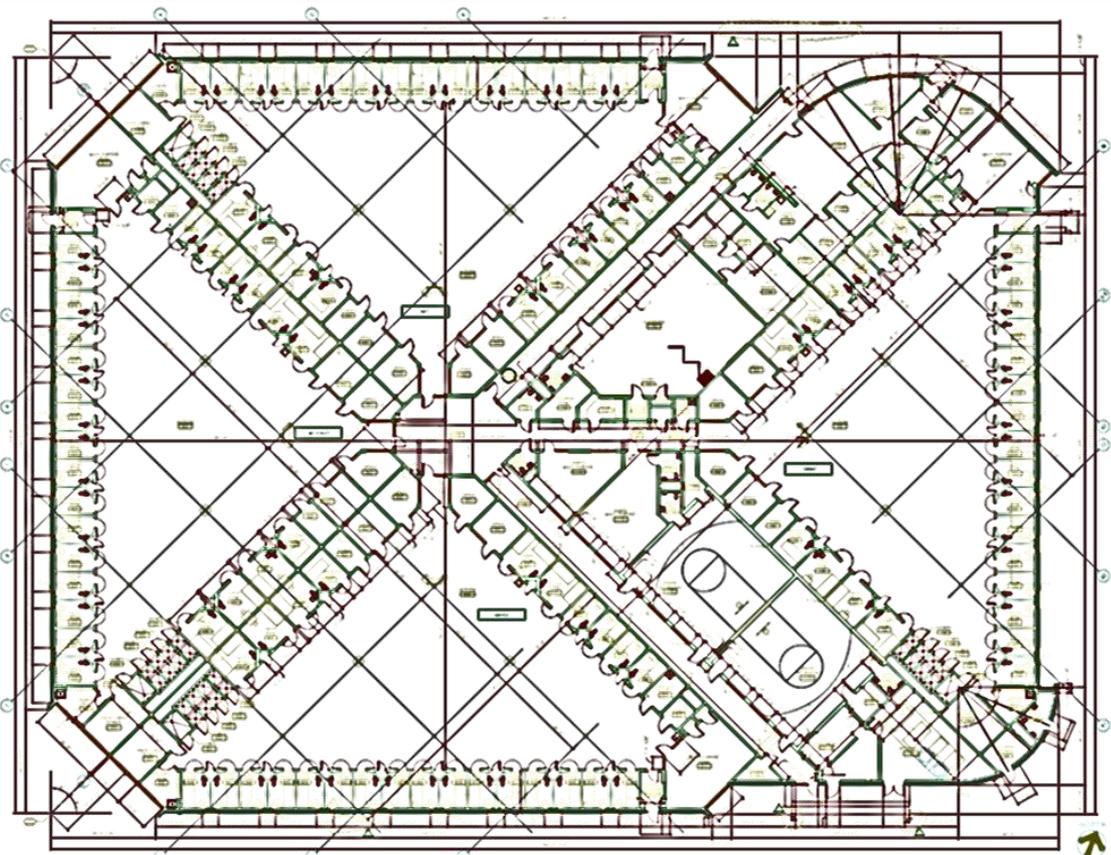
# Aviation & Innovation Housing Buildings



All images are for illustrative purposes

# Liberation Building

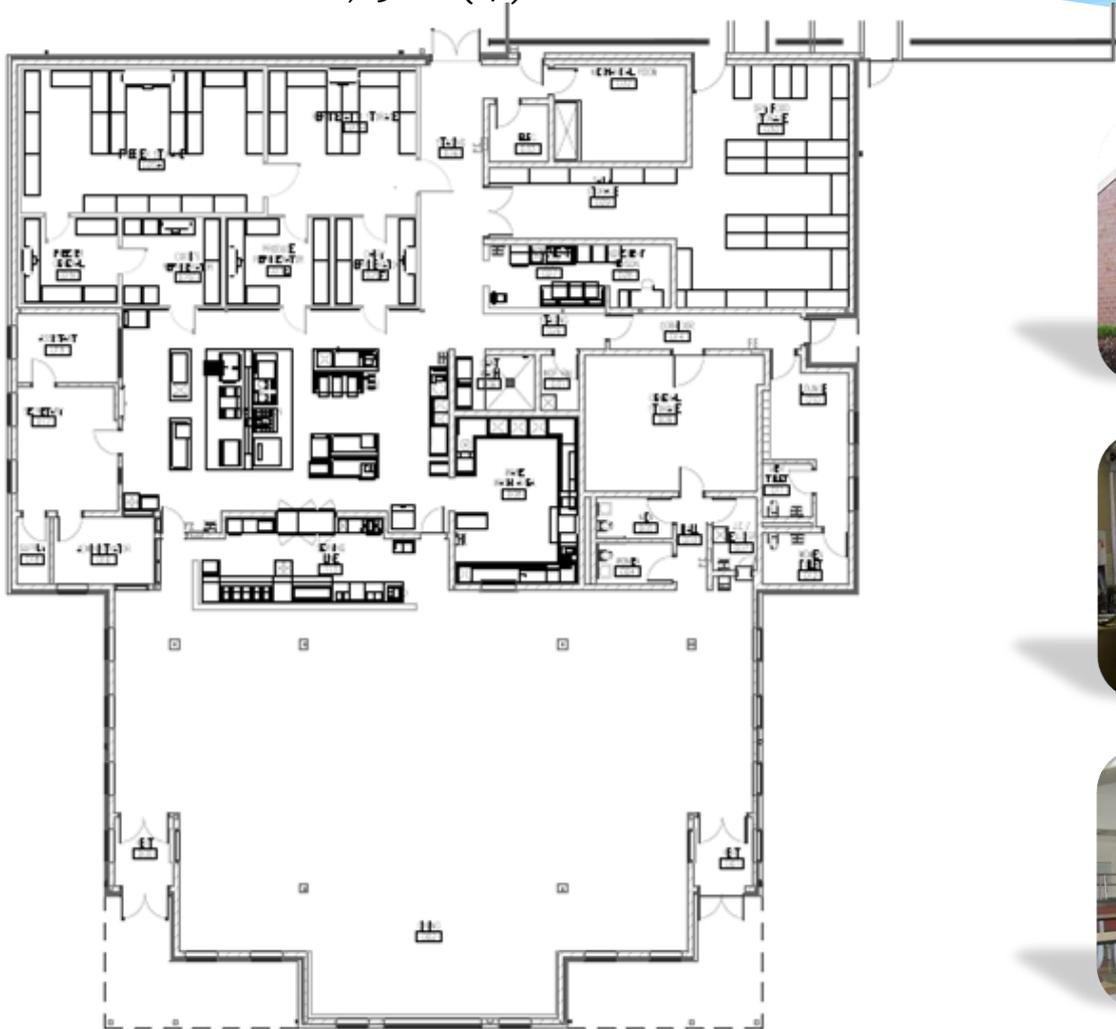
56,767 SF (+/-)



All images are for illustrative purposes

# Cafeteria / Food Service

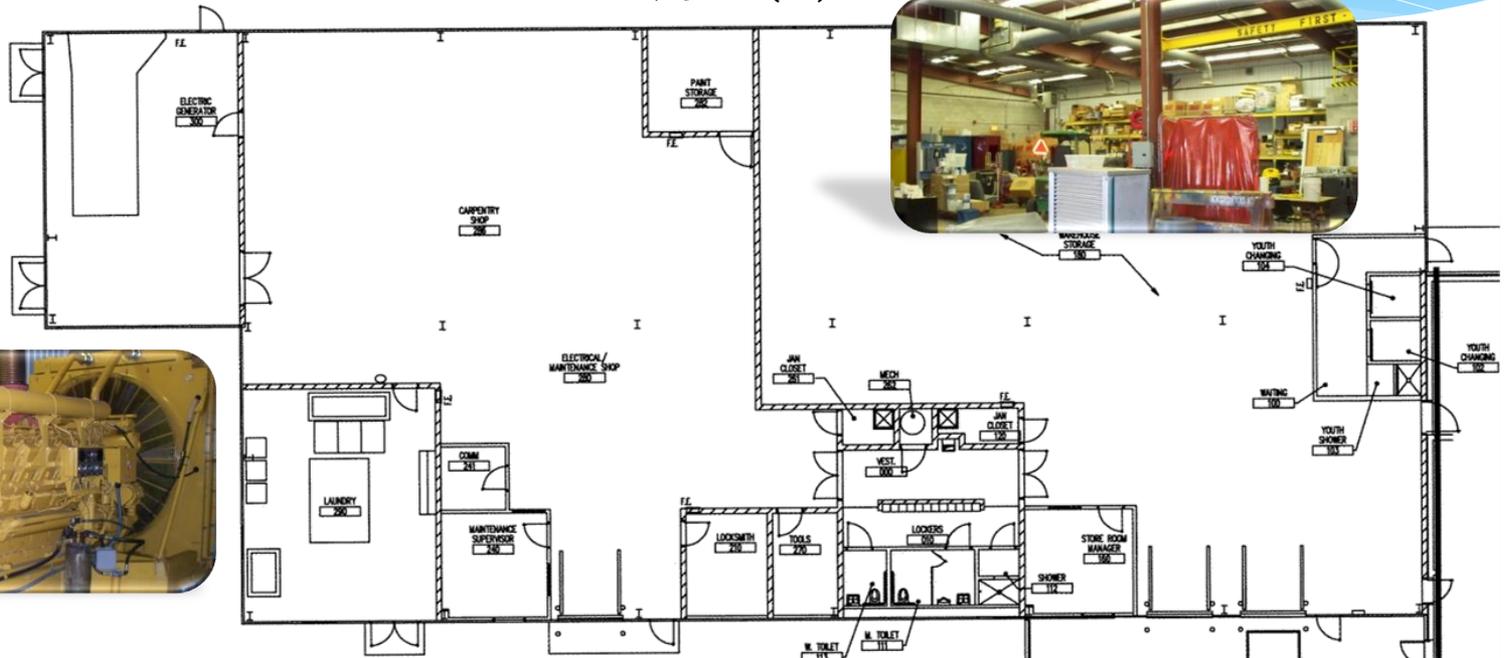
11,850 SF (+/-)



All images are for illustrative purposes

# Maintenance / Storage / Laundry

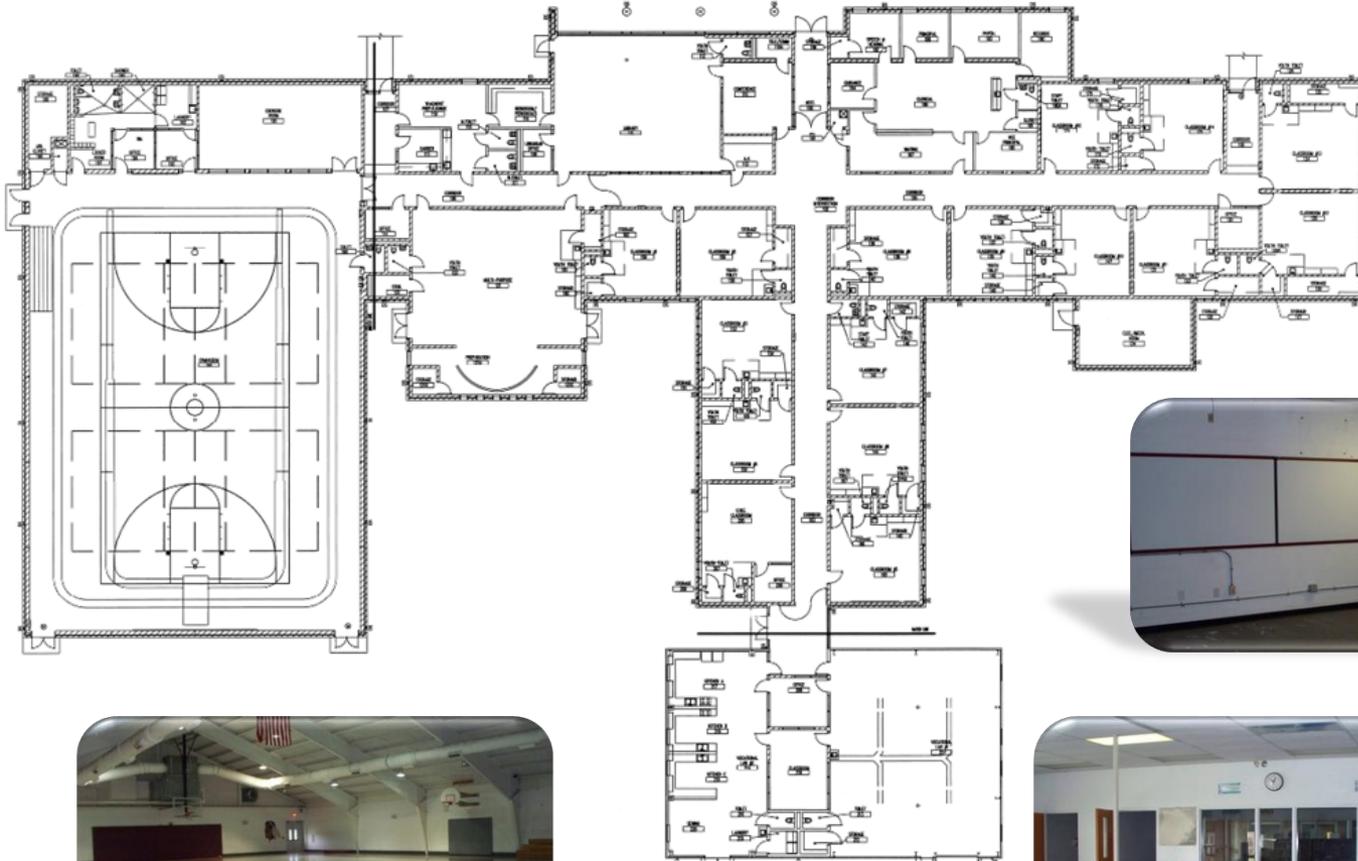
11,050 SF (+/-)



All images are for illustrative purposes

# Education Building

34,488 SF (+/-)



All images are for illustrative purposes

## **Sealed Bid**

Ohio River Valley Juvenile Correctional Facility

### Bid Package Table of Contents:

- Public Sale Advertisement
- Description of Property
- Instructions to Bidder
- Bidder Registration Form
- Deposit Slip
- Purchase Contract

# Public Sale Advertisement

**PUBLIC SALE ADVERTISEMENT**

Sealed bids will be received by the Ohio Department of Administrative Services, General Services Division, Office of Real Estate and Planning, 4200 Surface Road, Columbus, Ohio 43228-1395 for the following sale of real estate:

Ohio River Valley Juvenile Correctional Facility  
4696 Gallia Pike  
Franklin Furnace, Ohio 45629

Approximately 199,591 SF of Buildings located on 36 +/- acres

Bid Opening Date:  
Wednesday, February 29, 2012  
2:00 P.M. EST

Bid Opening Location:  
4200 Surface Road, Columbus, Ohio 43228

Property Viewing Dates:  
1/25/2012, 2/3/2012, 2/13/2012, 2/21/2012

Property Viewing Times:  
10:00 AM to 3:00 PM

Details are in the bidder's package, which may be obtained by calling (614) 644-5109  
or by email at [melinda.white@das.state.oh.us](mailto:melinda.white@das.state.oh.us)

## Description of Property

## DESCRIPTION OF PROPERTY

Owner: State of Ohio, Department of Administrative Services

User: Ohio Department of Youth Services

Parcel Numbers: 063-030-001 and 063-031-001

Location: 4696 Gallia Pike  
Franklin Furnace, Ohio 45629  
Green Township  
Scioto County

Acreage: Approximately 36 acres including 20 acres inside the perimeter fence

Improvements: Ten (10) buildings totaling approximately 199,591 SF (Six (6) main buildings with four (4) auxiliary buildings)

Building Name	Square Feet	Built	Type
Administration Building	12,617	1996	Masonry
"Innovation" Housing Building	32,610	1996	Masonry
"Aviation" Housing Building	32,610	1996	Masonry
"Liberation" Housing Building	56,767	2001	Masonry
Food Svc./Stor./Maint./Laundry Building (Food Service Area) (Storage/Maintenance/Laundry Area)	22,900 (11,850) (11,050)	1996	Steel, Masonry
Education Building	34,488	1996	Masonry
Greenhouse Building	1,352	1999	Glass, Steel
Horticulture Building	560	2001	Masonry
Equipment/Salt Storage Building	2,187	1999	Masonry
Records Storage Building	3,500	1999	Masonry, Steel
<b>TOTAL SF:</b>	<b>199,591</b>		

The property is equipped with a 238 surveillance video camera security system, fully integrated with the facility's Black Creek security system.

The property is equipped with a 2,000 KVA/1,600 KW Caterpillar emergency generator (diesel).

Zoning: Green Township does not have a zoning code

Utilities: Electric: American Electric Power  
Gas: Columbia Gas of Ohio  
Water: Southern Ohio Growth Partnership  
Sewer: Southern Ohio Growth Partnership

Taxes: The property is presently tax exempt due to public use. Private ownership will be subject to real estate tax and other applicable taxes.

# Instructions to Bidder

## INSTRUCTIONS TO BIDDER

### **Article 1      Real Estate for Sale by Sealed Bid**

The State of Ohio, through its Department of Administrative Services (DAS), is selling the land and buildings located at 4696 Gallia Pike, Franklin Furnace, Ohio 45629. The sale will be by sealed bid. A description of the real estate is in the attached material.

The real estate is being sold "AS IS" and "WHERE IS". There are no warranties, representations or guarantees implied or otherwise, attached to the real estate or the sale.

### **Article 2      Delivery of Bid**

#### **2.1      Complete Sealed Bid with Authorized Signature**

The bidder on the above-referenced property must submit a complete, signed, "Bidder Registration Form" provided by DAS in a sealed envelope as described in Article 2.4.

#### **2.2      Bid Due Date**

DAS must receive the bid on this real estate no later than 2:00 P.M. (EST), February 29, 2012.

#### **2.3      Where Bid Must be Delivered**

The bidder must deliver a completed bid to the following address:

Department of Administrative Services  
General Services Division  
Attn: Bid Desk  
4200 Surface Road  
Columbus, OH 43228-1395

#### **2.4      How Bids May be Delivered**

The bidder must submit the bid in person, by mail, express mail, or courier service in a sealed envelope with the following information clearly marked on the outside of the envelope:

**Real Estate Bid Enclosed**  
**4696 Gallia Pike**  
**Open Only As Scheduled**

A bid that is not clearly marked and is opened inadvertently before the scheduled bid opening time may not be evaluated.

**Article 3      All Bids are Public Record**

Interested bidders may attend the opening of the bids. Attendance is not required.

After bids are opened, they are available for public review by interested parties who have registered with the bid desk to review the bids. Once bids have been tabulated, they will be forwarded to the Department of Youth Services to begin the evaluation and award process.

After bids are opened, they are public records, as defined in Ohio Revised Code 149.43, and are subject to all related laws.

**Article 4      Withdrawal of Bid**

A bidder may withdraw its bid, by written request, any time after DAS receives the bid and before bid opening.

**Article 5      Bid Evaluation, Notification of Award, and Payment of Purchase Price**

DAS, Office of Real Estate and Planning will open and tabulate each properly submitted bid for the aforementioned real estate. DAS will inform the highest bidder of the accepted bid contingent upon approval from the Director of the Department of Administrative Services. Once acceptance of the highest, responsive and responsible bid is obtained, the bidder will be required to submit ten percent (10%) of the purchase price and a signed real estate contract provided in the attached material within five (5) business days following bidder's receipt of official written notification of award of bid. The good faith deposit shall be cash, certified check, or bank draft, made payable to "Ohio Treasurer Josh Mandell". Upon receipt of notification of award of bid, the successful bidder will have 60 days to remit the balance of the purchase amount. Title will be conveyed by a Governor's Deed.

**Article 6      Tie Bids**

If two (2) or more bidders offer the same bid, DAS may break the tie with the flip of a coin. DAS may assign "heads" and "tails" to the bidders. The coin flip may be conducted in the presence of the bidders, if they elect to be present, and is the final determination of the highest, responsive and responsible bidder.

**Article 7      Rejected Bids**

The Director of the Department of Administrative Services may reject any and all bids.

**Article 8            Inspection Dates**

DAS has scheduled the following dates and times for public viewing of the real estate located at 4696 Gallia Pike, Franklin Furnace, Ohio 45629.

January 25, 2012                      between 10:00 a.m. - 3:00 p.m.

February 3, 2012                      between 10:00 a.m. - 3:00 p.m.

February 13, 2012                      between 10:00 a.m. - 3:00 p.m.

February 21, 2012                      between 10:00 a.m. - 3:00 p.m.

The information in this packet has been obtained from various sources and is believed to be reliable; however, no guarantee, warranty or representation is being made.

If there are any questions, please contact Melinda White, at (614) 644-5109.

# Bidder Registration Form



Deposit Slip

**State of Ohio**

**Department of Youth Services**

**Ohio River Valley Juvenile Correctional Facility**

**4696 Gallia Pike**

**Franklin Furnace, Ohio 45629**

**Deposit Slip**

The State of Ohio, by its authorized agent, acknowledges receipt of \$ \_\_\_\_\_,  
10% of the total bid amount of \$ \_\_\_\_\_ from the purchaser.

Received by \_\_\_\_\_

Date \_\_\_\_\_

Purchase Contract

REAL ESTATE PURCHASE AGREEMENT  
OHIO RIVER VALLEY JUVENILE CORRECTIONAL FACILITY

This Real Estate Purchase Agreement (this "Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between State of Ohio, acting by and through its Department of Administrative Services, 4200 Surface Road, Columbus, Ohio 43228-1395 (the "State"), acting on behalf of the Ohio Department of Youth Services (the "Agency"), and \_\_\_\_\_, having an office at \_\_\_\_\_ (the "Purchaser"). The State, Agency and Purchaser are hereinafter collectively referred to as the "Parties".

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants and the agreements herein stated and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **AGREEMENT.** In accordance with Amended Substitute H.B. 153, Section 753.30, passed by the 129<sup>th</sup> General Assembly effective July 30, 2011, (hereinafter referred to as the "Enabling Legislation", Seller hereby agrees to sell to Purchaser, and Purchaser hereby agrees to purchase from Seller, the real property formerly known as the Ohio River Valley Juvenile Correctional Facility (the "Facility"), located at 4696 Gallia Pike, Franklin Furnace, Ohio 45629, consisting of approximately 36 acres, as fully described in the legal description attached hereto and incorporated herein on "Exhibit A", together with all buildings, fixtures, privileges and appurtenances thereon and thereto owned by the State (collectively, the "Property").
2. **DEPOSIT AND PURCHASE PRICE.** The purchase price for the Property shall be \_\_\_\_\_ and \_\_\_\_/100 Dollars (\$\_\_\_\_\_.) (hereinafter referred to as the "Purchase Price"). Seller acknowledges receipt of Purchaser's deposit (hereinafter referred to as the "Deposit") in the amount of \_\_\_\_\_ and \_\_\_\_/100 Dollars (\$\_\_\_\_\_.), which deposit will be credited towards the Purchase Price at closing. The balance of the Purchase Price, less the Deposit, shall be due and payable to State at closing, which closing date shall not exceed sixty (60) days from receipt by the Purchaser of the notice of award.
3. **GOVERNOR'S DEED.** At the closing, on the purchase of the Property (hereinafter referred to as the "Closing"), State shall deliver a quitclaim Governor's Deed (hereinafter referred to as the "Deed") conveying to Purchaser all of State's right, title and interest in the Property, subject to the restrictions set forth in Section 11.
4. **EQUIPMENT, SUPPLIES ETC.** This sale by the State of the Property shall include those supplies, equipment, furnishings, fixtures and other assets listed on "Exhibit B" attached hereto and incorporated herein.

5. **ACCESS TO PROPERTY.** Prior to the Closing, and with prior notice to and written consent of State, Purchaser or its agents may enter upon the Property at reasonable times for the purpose of conducting investigations, surveys, tests and inspections as Purchaser may desire, including, without limitation, environmental tests, soil borings, and engineering studies. Purchaser agrees to return or restore the Property to substantially its original state within a reasonable time after the tests are conducted, not to exceed thirty (30) days after completion of the tests. Notwithstanding the results of any such investigation, survey, test or inspection, Purchaser shall have no right to terminate or modify this Agreement. Nothing in this Paragraph 5 modifies the terms set forth in Paragraph 9 hereof.
6. **POSSESSION.** Physical possession of the Property shall transfer to Purchaser at Closing. State shall pay, through date of possession, all accrued utility charges.
7. **TITLE.** Any title evidence desired by the Purchaser shall be at Purchaser's sole cost and expense. All costs, fees and taxes associated with this purchase, transfer, and conveyance of the Property, and any premiums for a title policy, including the costs of title examination and title certificates, shall be paid by Purchaser.
8. **RISK OF LOSS.** The risk of loss or damage to the Property shall remain with and is expressly assumed by the State until title passes at the time of the delivery of the Deed, unless loss or damage is resulting from acts caused by Purchaser or its successors, assigns, agents, servants, employees, contractors, subcontractors, invitees or any other person acting under and by virtue of, by, through the Purchaser.
9. **PROPERTY SOLD "AS IS".** Purchaser agrees and understands that (i) it has the right to purchase the Property "AS IS" and "WHERE IS" based upon its own independent inspection thereof and that it has been given ample opportunity and access to conduct such inspection; (ii) State has made no warranties, representations or guaranties as to the condition of the Property implied or otherwise, including but not limited to any implied warranty or fitness for any use or purpose concerning the Property; (iii) State has made no warranties, representations or guaranties regarding any governmental restriction or limitation regarding the Property or the physical condition thereof, including latent defects or environmental conditions. Should the Property prove defective in any manner, Purchaser assumes the entire cost of any and all necessary repairs or remediation; and (iv) State makes no covenant, representation or warranty as to the suitability of the Property or as to the physical condition thereof for any purpose whatsoever. Purchaser acknowledges that it has inspected the Property, observed its physical characteristics and existing conditions, and has been afforded the opportunity to conduct such investigation and study on and of the Property as it deems necessary for the purpose of acquiring the Property for Purchaser's intended use, and Purchaser hereby waives any and all objections to or claims with respect to any and all physical characteristics and existing conditions of the Property, including, without limitation, any hazardous materials in, at, on, under or related to the Property. Purchaser further acknowledges and agrees that the Property is to be sold and conveyed to, and purchased and accepted by, Purchaser in its present condition, "AS IS" and "WHERE IS" and with all faults, and Purchaser hereby assumes the risk that adverse past, present and future physical characteristics and conditions may not have been revealed by its inspection or investigation.

10. **CLOSING.** The Closing shall occur at a date mutually agreed upon by the Parties, however, the Closing will occur no later than \_\_\_\_\_, 20\_\_\_. Purchaser and State shall comply with the following at the Closing:
- a. State shall deliver to Purchaser the Deed using the legal description set forth in Exhibit A.
  - b. State shall deliver to Purchaser all other documents, in form and substance acceptable to State reasonably required by Purchaser to complete the Closing.
  - c. Purchaser shall deliver to the State a cashier's check payable to the Ohio Treasurer, Josh Mandel in an amount equal to the Purchase Price less the Deposit.
11. **DEED RESTRICTIONS.** The Deed shall include the following deed restrictions, pursuant to the Enabling Legislation:
- a. The State shall have the irrevocable right, upon the occurrence of any triggering event described in division (a)(i) or (a)(ii) of this Section 11, and in accordance with the particular division, to repurchase either the Facility and the real property on which it is situated or any land surrounding the Facility that is included in the Property, or both (either or both, as applicable, the "Premises"). The triggering events and the procedures for a repurchase under the irrevocable grant described in this Section 11 are as follows:
    - i. Before the Purchaser, or the Purchaser's successor in title, may resell or otherwise transfer the Premises, the Purchaser or successor first must offer the State the opportunity to repurchase the Premises, for a price not greater than the Purchase Price for the applicable Premises, less depreciation from the time of the conveyance from the State, plus the depreciated value of any capital improvements to the Premises that were made and funded by anyone other than the State subsequent to the conveyance to the Purchaser. The right to repurchase must be offered to the State at least one hundred twenty (120) days before the Purchaser intends to resell or otherwise transfer the Premises. After being offered the repurchase opportunity, the State has the right to repurchase the Premises for the price described in this sub-section (i).
    - ii. Should the Purchaser default of any financial obligations for the purchase of the Premises, default on any other term of this Agreement, become insolvent or be unable to meet its contractual obligations, the State shall have the right to repurchase the Premises for a price not greater than the Purchase Price for the applicable Premises, less depreciation from the time of the conveyance from the State, plus the depreciated value of any capital improvements to the Premises made and funded by anyone other than the State subsequent to the conveyance.
  - b. If the Property is resold or otherwise transferred, the seller authorizes the buyer to enter into an agreement with the seller to purchase the seller's equipment, supplies, furnishings, and consumables.

12. **NOTICES.** All notices required or permitted hereunder shall be given in writing addressed to the Parties as follows:

(a) **If to State:**  
Ohio Department of Administrative Services  
General Services Division  
Office of Real Estate and Planning  
4200 Surface Road  
Columbus, Ohio 43228-1395  
Attention: Director

(b) **copy to the Agency:**  
Ohio Department of Youth Services  
51 North High Street  
Columbus, Ohio 43215  
Attention: Director

(c) **If to Purchaser:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

Unless otherwise provided herein, any notice shall be given by personal delivery; certified mail, postage prepaid; or by nationally recognized overnight courier and shall be effective on the date it is personally delivered or on the date it is deposited with the postal service or courier, as the case may be. Either party may give the other written notice of change of address pursuant to this section.

13. **SURVIVAL.** The representations, warranties, covenants and agreements of the Parties under this Agreement shall survive the Closing.

14. **PRIOR AGREEMENT.** This Agreement represents the entire and sole agreement between the Parties pertaining to the sale of the Property and the Parties hereby mutually withdraw, cancel, waive, terminate and exclude any and all oral or written representations, discussions or agreements made prior to or contemporaneously with the execution of this Agreement.

15. **BROKER'S COMMISSIONS.** The State will neither pay nor be liable for any broker's commissions or fees that may be due in connection with the sale and acquisition of the Property.

16. **PURCHASER'S AUTHORITY.** Purchaser hereby represents, warrants and covenants that it has full right and authority to purchase the Property from State in accordance with the terms and conditions of this Agreement; and that this Agreement represents a legal, valid and binding obligation of Purchaser, enforceable in accordance with its terms.

17. **MISCELLANEOUS.**

- a. The State shall sell the Property as an entire tract and not in parcels.
- b. The State will neither be responsible for nor pay any taxes and assessments due, if any, on the Property either before or after the Closing.
- c. The conveyance of the Property is governed by and pursuant to the Enabling Legislation.
- d. The Purchaser shall provide preferential hiring treatment to employees, or former employees, of the Agency in order to retain or rehire staff displaced as a result of the closure of the facility located on the Property, to the extent the Purchaser's use of the Property requires employees in the same or similar positions as those displaced as a result of the closure.
- e. This Agreement shall be subject to all easements, reservations, restrictions, leases, licenses, permits, covenants and encroachments, whether of record or not.
- f. This Agreement shall be governed by the laws of the State of Ohio. Time is of the essence. Purchaser consents to the jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.
- g. Wherever used in this Agreement, the singular shall be deemed to include the plural, and vice versa, and the use of any gender shall be deemed to include all others.
- h. This Agreement sets forth the entire understanding of the Parties with respect to the conveyance of Property. It may not be waived, modified, rescinded, changed or amended without the specific written consent of the Parties. This Agreement shall be binding upon the Parties hereto and their respective administrators, successors and assigns.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Real Estate Purchase Agreement to be executed by their duly authorized representatives effective as of the date first written above.

PUCHASER

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

ACKNOWLEDGMENT

State of \_\_\_\_\_, \_\_\_\_\_ County, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of \_\_\_\_\_, who acknowledged that \_\_\_ executed the foregoing Real Estate Purchase Agreement that the same is \_\_\_ free and voluntary act and deed, and that \_\_\_\_\_ is duly authorized to enter into this Real Estate Purchase Agreement for and on behalf of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

STATE  
STATE OF OHIO, acting by and  
through the Ohio Department of  
Administrative Services

By: \_\_\_\_\_  
Director of Administrative Services  
or Signatory Designee  
Statutory Agent, O.R.C. 123.01 (A)(12)

ACKNOWLEDGMENT

State of Ohio, Franklin County, ss:

On this \_\_\_\_ day of \_\_\_\_\_, 2012, before me personally appeared \_\_\_\_\_  
of the Department of Administrative Services, who acknowledged that the foregoing document  
is being executed for and on behalf of the Department of Administrative Services, acting on  
behalf of the State of Ohio, that the same is his/her own and the Department of Administrative  
Services' voluntary act and deed, and that he/she is duly authorized to enter into said document  
for and on behalf of the Department of Administrative Services.

\_\_\_\_\_  
Notary Public, State of Ohio  
My Commission Expires \_\_\_\_\_

The undersigned, Harvey J. Reed, Director of the Department of Youth Services hereby  
accepts the foregoing Real Estate Purchase Agreement for the Property and agrees to the  
terms and conditions relating thereto and set forth above.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Ohio Department of Youth Services

By: \_\_\_\_\_  
Harvey J. Reed, Director

**Exhibit "A"**

**Legal Description**

The following described real estate situated in the Township of Green, County of Scioto, State of Ohio and being more particularly described as follows:

Being part of French Grant Lots 15 and 16 and being part of Site No. 5 and part of Site No. 6 of the Greater Portsmouth Area Industrial Park Subdivision and being part of the Greater Portsmouth Growth Corporation parcel as recorded in Volume 658 at Page 489 among the land records of Scioto County, Ohio, and beginning at a 1" diameter iron pipe with cap set in the east right-of-way line of Old U.S. 52 County Road No. 1, said point being, North 10° 49' 47" West, 391.16 feet from a concrete monument found marking the northwest corner of the Ohio Power Company parcel as recorded in Volume 719 at Page 227 among the said land records of Scioto County, Ohio;

Thence with the said east right-of-way line of Old U.S. 52 County Road No. 1, North 10° 49' 47" West 810.88 feet to a 1" diameter iron pipe with cap set;

Thence through the said Greater Portsmouth Growth Corporation parcel, North 66° 38' 51" East, 1039.14 feet to a 1" diameter iron pipe with cap set in the west right-of-way line of the Norfolk & Southern Railroad;

Thence with the said west right-of-way line of the Norfolk & Southern Railroad, South 29° 36' 10" East, passing a 1" diameter iron pipe with cap set at 1414.00 feet, a total distance of 1415.00 feet to a 30" diameter oak marking the northeast corner of Plymouth Heights No. 1 as recorded in Plat Book 4 at Page 5 among the said land records of Scioto County, Ohio;

Thence with the north line of the said Plymouth Heights No. 1, South 66° 38' 51" West, passing a 1" diameter iron pipe with cap set at 3.00 feet, a total distance of 1170.02 feet to a 1" diameter iron pipe with cap set marking the southeast corner of the said Ohio Power Company parcel;

Thence with the east line of the said Ohio Power Company parcel and through the said Greater Portsmouth Growth Corporation parcel, North 23° 21' 09" West, passing the northeast corner of the said Ohio Power Company parcel at 233.14 feet, a total distance of 615.00 feet to a 1" diameter iron pipe with cap set;

Thence continuing through the said Greater Portsmouth Growth Corporation parcel, South 66° 38' 51" West, 199.00 feet to the point of beginning. Containing a total of 37.312 acres of land of which 27.628 acres lies within Site No. 5 of the said Greater Portsmouth Area Industrial Park Subdivision and 9.684 acres lies within Site No. 6 of said Greater Portsmouth Area Industrial Park Subdivision.

Subject to all legal easements.

Bearings oriented to State Plane Coordinates.

**Exhibit "A"**

**Legal Description**  
(continued)

Excepting therefrom a 1.148 acre parcel of land transferred from the State of Ohio to the City of Portsmouth, Ohio, by Governor's Deed recorded on November 2, 1998, and recorded in Volume 927, Page 540 of the land records of Scioto County, Ohio:

Situate in the Township of Green, County of Scioto, State of Ohio, and being a part of a 37.312 acre parcel of land conveyed to the State of Ohio, by and through the Department of Administrative Services for the use of the Department of Youth Services, by deed of record in Deed Book 875, Page 128, this and all subsequent deed and plat references made being to the records of the Recorder's Office, Scioto County, Ohio, and being more particularly described as follows:

Beginning at an iron pin called for and found at the southerly corner of the aforementioned 37.312 acre parcel, said iron pin also being the easterly corner of a parcel of land conveyed to the Ohio Power Company in Deed Book 719, Page 227, and said iron pin in the northerly line of the Plymouth Heights No. 1 Subdivision, of record in Plat Book 4, Page 6, being the true point of beginning of the proposed water storage tank site being described;

Thence, North 23° 21' 09" West, with the westerly line of the said 37.312 acre parcel, and the easterly line of the Ohio Power Company, and the easterly line of a 2.116 acre parcel conveyed to Mike Holtzapfel in Deed Book 905, Page 244, a distance of 258.14 feet to an iron pin set, passing a concrete monument called for but not found at the northeasterly corner of the Ohio Power Company, and the southeasterly corner of Holtzapfel, at 233.14 feet;

Thence, North 66° 38' 51" East, leaving the said westerly line, a distance of 193.69 feet to an iron pin set;

Thence, South 23° 21' 09" East a distance of 258.14 feet to an iron pin set in the southerly line of the said 37.312 acre parcel, and the northerly line of the Plymouth Heights No. 1 Subdivision;

Thence, South 66° 38' 51" West, with the southerly line of the said 37.312 acre parcel, and the northerly line of said Plymouth Heights No. 1, a distance of 193.69 feet to the true point of beginning of the parcel being described. The parcel, as described above, contains 1.148 acres, more or less, of which the southerly fifty feet, or 0.222 acres is an Ohio Power Company easement, of record in Deed Book 719, Page 229.

Iron pins set are five eighths inch diameter rebar, thirty inches long, set flush to the surface with yellow identification caps. The basis for bearing is the southerly line of the said 37.312 acre parcel, which bears South 66° 38' 51" West.

The above description was prepared by Roger M. Smith, P.S., P.E., Ohio Registered Surveyor, S-6899.

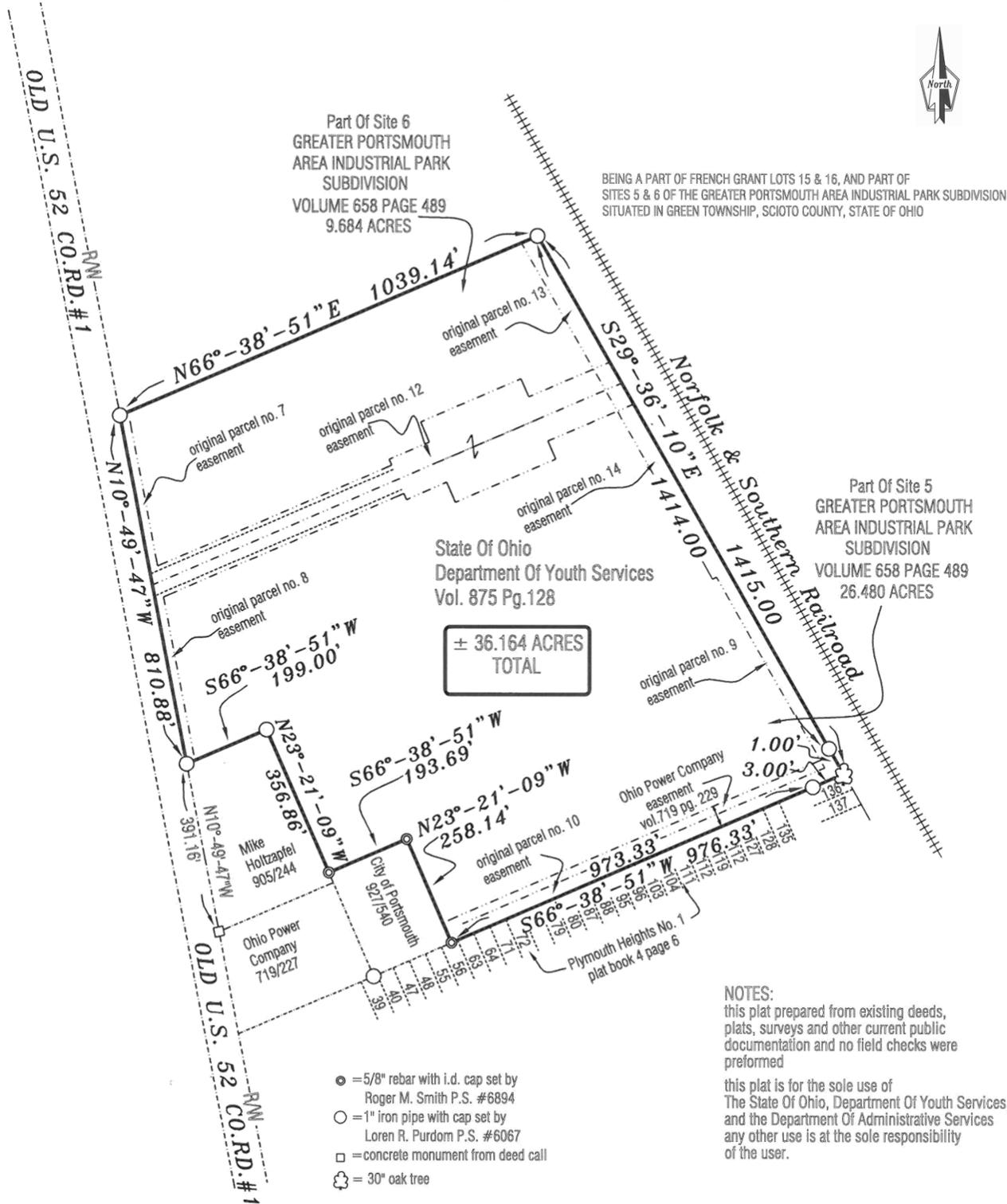
**The total area transferred after exception is 36.164 acres more or less.**

**Exhibit "B"**  
**Equipment List**

(To Be Inserted Prior to Signing)

Exhibit "C"

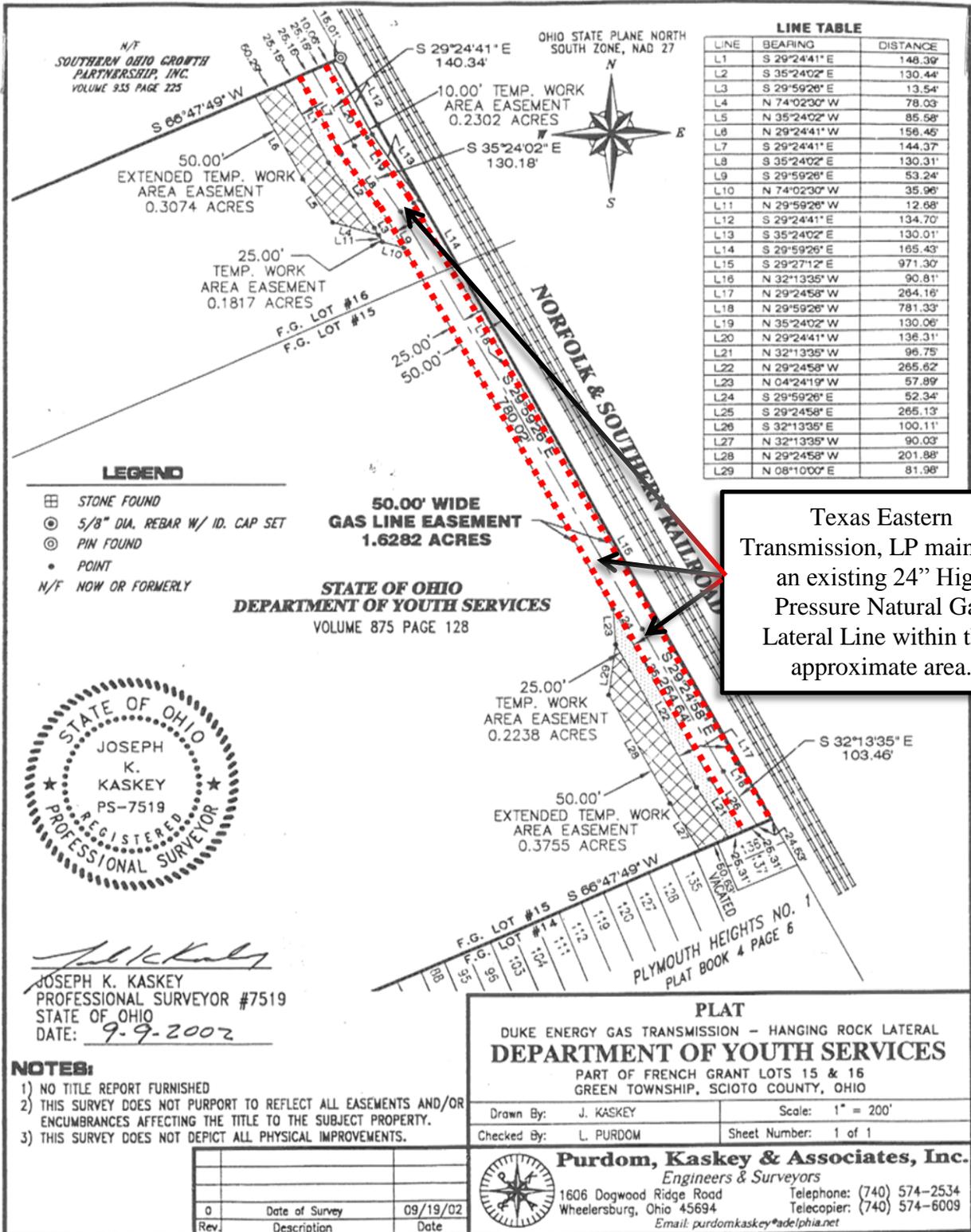
Boundary Lines



For illustrative purposes

Exhibit "D"

Known Impediment



Texas Eastern Transmission, LP maintains an existing 24" High Pressure Natural Gas Lateral Line within this approximate area.