

**DRAFT**

File No. XXXX  
County:

AGREEMENT TO SELL CANAL LANDS

This AGREEMENT, made and entered into pursuant to R.C. 1520.02, by and between the State of Ohio, Department of Natural Resources, the Grantor, whose mailing address is 1952 Belcher Dr. - Fountain Square, Building C-4, Columbus, Ohio 43224, and **Grantee**, whose mailing address is **Address**, hereinafter individually and collectively referred to as the Grantee.

WITNESSETH,

THAT IN CONSIDERATION of the mutual promises of the parties herein contained, the Grantor agrees to sell and convey, and the Grantee agrees to buy and pay for, upon and under the provisions, terms, and conditions herein expressed, the following described premises:

***Legal Description  
further subject to survey.***

The Grantee fully understands and agrees that the Grantor, at its sole discretion, may consider this Agreement null and void, with all obligations thereunder ceasing, in the event that the Grantee fails to execute and return this Agreement to the Grantor within forty-five (45) days of the Grantee's receipt of this Agreement.

The Grantee agrees to pay the Grantor, by a bank-certified or cashier's check payable to "Treasurer, State of Ohio, " for said land a sum equal to **the Valuation** per square foot of land, or a minimum of five hundred dollars and 00/100 (\$500.00), whichever is greater, as designated by a survey provided by the Grantee and approved by the Grantor, which sum shall be due and payable upon demand after thirty (30) days written notice from the Grantor to the Grantee.

Upon receipt of the full purchase price according to the terms of this AGREEMENT, the Grantor further agrees to convey said land to the Grantee by a properly executed Governor's Deed of Quit Claim.

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Said deed shall be delivered or mailed by the Auditor of State's Land Office.

The Grantee shall be liable for the payment of all taxes, transfer fees, and the like, as a result of this sale, and shall save and hold the Grantor harmless for the same. The Grantee shall notify the County Auditor of this transfer as soon as practical after the date of receipt of deed.

The Grantee shall, at its expense, prepare a survey of the premises to be sold. This survey shall meet all requirements for transferring and recording in said county and shall be subject to the approval of the Grantor.

Obligations of the Grantor are subject to the provisions of Section 126.07 of the Ohio Revised Code.

This AGREEMENT shall not be assignable by the Grantee without prior written consent of the Grantor.

IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_\_\_ day of

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\_\_\_\_\_, 20\_\_\_\_.

Signed in the Presence of:

GRANTEE

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_

\_\_\_\_\_  
Witness

STATE OF OHIO  
COUNTY OF \_\_\_\_\_

Before me, a notary public in and for said County and State, personally appeared the above named \_\_\_\_\_ who acknowledged that he/she did sign the foregoing instrument, and that the same is his/her free act and deed.

In Testimony whereof, I have hereunto set my hand and official seal at \_\_\_\_\_, Ohio, this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary

My Commission Expires: \_\_\_\_\_

Signed in the Presence of:

GRANTOR

**DRAFT**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
SAMUEL W. SPECK, Director  
Ohio Department of Natural Resources

\_\_\_\_\_  
Witness

STATE OF OHIO  
COUNTY OF \_\_\_\_\_

Before me, a notary public in and for said County and State, personally appeared the above named Samuel W. Speck, Director, Ohio Department of Natural Resources, who acknowledges that he did sign the foregoing instrument, and that the same is his free act and deed.

In Testimony whereof, I have hereunto set my hand and official seal at \_\_\_\_\_, Ohio, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary

My Commission Expires: \_\_\_\_\_

APPROVED:  
  
\_\_\_\_\_  
RICHARD S. BARTZ, Chief

APPROVED:  
  
\_\_\_\_\_  
PAUL R. BALDRIDGE, Chief

**DRAFT**

Division of Water

Division of Real Estate and Land  
Management

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
JIM PETRO  
Attorney General of Ohio

\_\_\_\_\_  
BOB TAFT, Governor  
State of Ohio

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

This instrument prepared by: John P. Bartley, Assistant Attorney General  
sales/blankAgr