

DRAFT

File No. O-2277
County: Pickaway

AGREEMENT TO TRANSFER 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 Drive, Building C-4, Columbus, Ohio 43224, and the *Local Entity*, 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 transfer and convey, and the Grantee agrees to accept, upon and under the provisions, terms, and conditions herein expressed, the following described premises:

Legal Description

Grantee acknowledges and understands that the transfer of the premises is subject to the exception and reservation of the Grantor, its successors and assigns as follows:

The Grantee agrees that for a period of fifty (50) years from the date of conveyance the subject property shall be used for public purposes and no other purpose, after which period said property may be used for any purpose or disposed of by the Grantee as it sees fit.

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.

Upon receipt of the executed instrument according to the terms of this Agreement, the

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Grantor further agrees to convey said land to the Grantee by a properly executed Governor's Deed of Quit Claim. 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 transfer, 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.

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IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 20_____.

Signed in the Presence of:

GRANTEE

BY: _____

Witness

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 their 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

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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:

APPROVED:

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RICHARD S. BARTZ, Chief
Division of Water

PAUL R. BALDRIDGE, Chief
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