



SOUTHEASTERN LAND SURVEYS

LEONARD F. SWOYER
REGISTERED PROFESSIONAL LAND SURVEYOR

3428 Pleasant Hill Road
Athens, Ohio 45701
614/593-8701

Situated in Farm Lot 25, Section 4, Town 9, Range 14, Athens Township, Athens City, Athens County, Ohio and described as follows:

Commencing at a set iron pin at the southwest corner of a 2.60 acre tract described in Volume 107 Page 720 of the Athens County Official Records, said set iron pin is located South $05^{\circ}03'36''$ West 1213.95 feet from the northwest corner of Farm Lot 25; thence along the north right of way line of East State Street South $82^{\circ}00'00''$ East (passing a found concrete monument at 3.18 feet) for a total distance of 162.85 feet to the TRUE POINT OF BEGINNING; thence leaving the said north right of way of East State Street North $07^{\circ}58'17''$ East 275.00 feet to a point; thence South $82^{\circ}00'00''$ East 88.55 feet to a point on the east line of the aforesaid 2.60 acre tract; thence along the east line of said 2.60 acre tract South $05^{\circ}03'36''$ West 275.36 feet to a set iron pin on the north right of way line of East State Street; thence along the said north right of way line North $82^{\circ}00'00''$ West 102.53 feet to the point of beginning containing 0.6032 Acre and being a part of the second tract described in Volume 107 Page 720 of the Athens County Official Records.

Note: Unless otherwise noted all set iron pins are 5/8 inch in diameter and 30 inches in length and capped with a plastic identification marker scribed Leonard F. Swoyer R.L.S. 6765.

The above description was prepared under the supervision of Leonard F. Swoyer Registered Professional Land Surveyor Number 6765 and based on a survey performed by Southeastern Land Surveys dated July 30, 1992, description prepared May 19, 1993.

Subject to all easements and right of ways of record including a 10 foot easement for storm and sanitary purposes along the east line of the above described tract.

Description checked for
Mathematical Accuracy
ATHENS COUNTY
ENGINEER'S OFFICE
BY: Cheryl Davies
DATE: 08/19/93

PROPERTY

CONSTRUCTION

SUBDIVISIONS

ATH 4
48

PLAT OF 0.6032 AC. AND A
 PLAT OF RETRACEMENT SURVEY OF
 2 TRACTS DESCRIBED IN V.107-P.722 OF
 ATHENS CO. OFFICIAL DEED RECORDS.
 SITUATED IN F.L. 25, SEC. 4, T.9, R.14,
 ATHENS TWP., ATHENS CO., OHIO.
 PREPARED BY: SOUTHEASTERN LAND SURVEYS
 FOR: DON WOOD 7/30/92
 LEONARD F. SWOYER, JR.
 REG. PROF. LAND SURVEYOR
 NO. 6765

TOWNSEND PLACE

RAY E. & GRACE E. MYERS
 286-68 549.24'

JOHN P. & ROSALIND HICKENBOTTOM
 0.20 AC. 384-581

DALE H. & RUTH A. HOLMES
 25-714

LONNYS. & PATRICIA A. FRAZE
 95-763

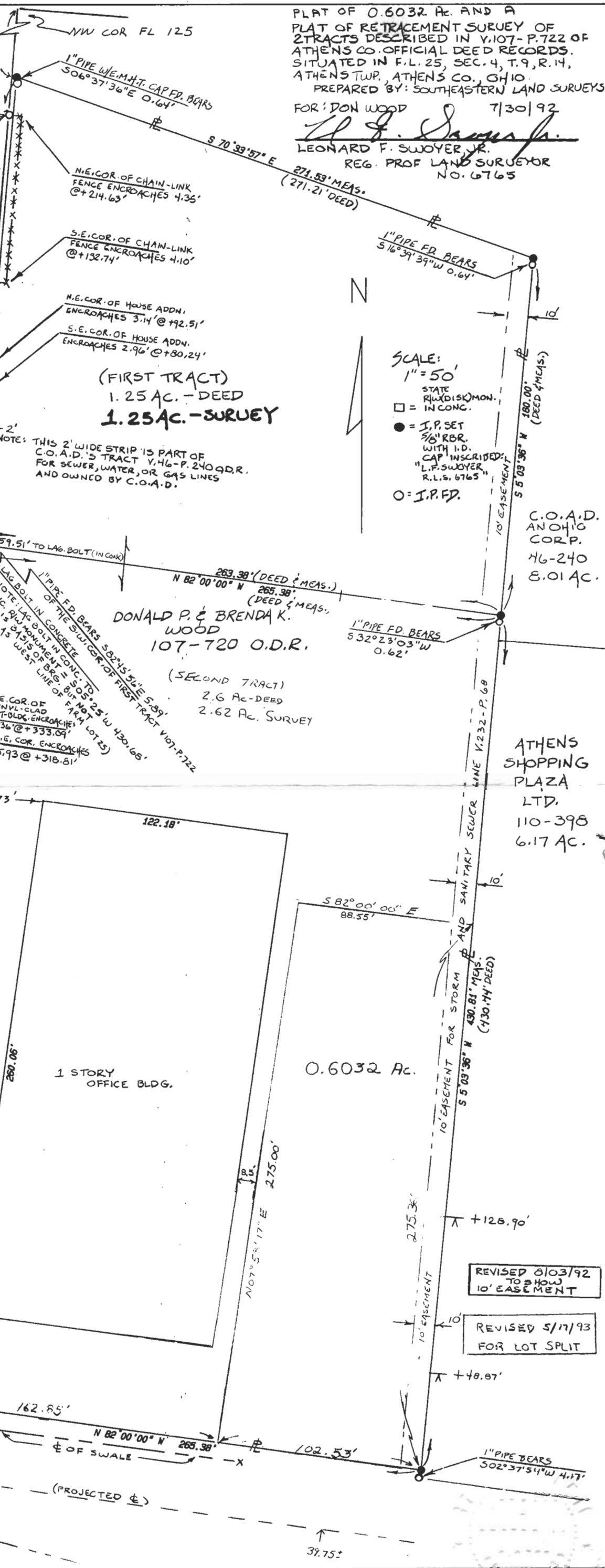
DONALD E. & ROSE M. CHAMBERS
 304-523

86-983

CHARLES F. & FLORENCE A. COON
 342-173 61-677
 0.13 AC.

CHURCH OF CHRIST
 243-398

LOGAN FEDERAL SAVINGS AND LOAN ASSOC.
 273-72
 0.16 AC. 0.20 AC.



SCALE:
 1" = 50'
 STATE R.I. (DISK) MON.
 □ = IN CONC.
 ● = I.P. SET
 3/8" RBR.
 WITH I.D.
 CAP INSCRIBED
 "L.F. SWOYER,
 R.L.S. 6765"
 ○ = I.P. FD.

REVISED 8/03/92
 TO SHOW
 10' EASEMENT

REVISED 5/17/93
 FOR LOT SPLIT

EAST STATE ST.

ATHENS SHOPPING PLAZA LTD.
 110-398
 6.17 AC.

(FIRST TRACT)
 1.25 AC. - DEED
 1.25 AC. - SURVEY

DONALD P. & BRENDA K. WOOD
 107-720 O.D.R.
 (SECOND TRACT)
 2.6 AC. - DEED
 2.62 AC. SURVEY

1 STORY OFFICE BLDG.

0.6032 AC.

C.O.A.D. AN OHIO CORP.
 46-240
 8.01 AC.

STATE OF OHIO LEASE
FILE NO. 5110

This is a lease of real property between the state of Ohio (Ohio University), through its Department of Administrative Services, hereinafter referred to as State, and Nelsonville Public Library, its successors or assigns, whose address is 95 West Washington Street, Nelsonville, Ohio 45764, hereinafter referred to as Lessee, pursuant to the provisions of Section 123.01(A)(9), Ohio Revised Code.

WHEREAS, Lessee applied to State for a lease on the hereinafter described real property for a new public library in Athens, and

WHEREAS, the Department of Administrative Services has determined that State owns the real property, that it is under the jurisdiction of Ohio University, and that this lease will not materially injure or interfere with the use and maintenance of the adjacent State land, and

WHEREAS, on February 13, 1992, Ohio University requested the drafting of this lease of the real property, hereinafter referred to as the Property, which is described as follows:

DESCRIPTION:

"Situated in Farm Lot 27, Section 4, Town 9 Range 14, Athens Township, City of Athens, Athens County, Ohio and described as follows:

Commencing at the Northwest corner of said Lease Lot 27; thence along the west line of said Lease Lot South $03^{\circ}01'27''$ West (assumed bearing) 3,520.44 feet to a point in the middle of Home Street; thence North $81^{\circ}13'50''$ East 30.57 feet to a set iron pin, THE TRUE POINT OF BEGINNING; thence North $03^{\circ}01'27''$ East along the east right of way of said Home Street 257.00 feet to a set iron pin; thence leaving the east right of way of Home Street and along the south right of way of Lincoln Street extended South $86^{\circ}45'27''$ East 553.27 feet to a set iron pin on the west right of way of U.S. 33 thence; South $0^{\circ}04'24''$ East 138.01 feet to a set iron pin, on the north line of a 30 foot strip of land described in Volume 212-1 of the Athens County Deed Records; thence along the north line of said 30 foot strip South $81^{\circ}13'50''$ West 572.82 feet to the point of beginning containing 2.5291 acres and being a part of a tract described in Volume 229 Page 319 of the Athens County Deed Records.

Note: Unless otherwise noted all set iron pins are 5/8 inch in diameter and 30 inches in length and capped with a plastic identification marker scribed Leonard F. Swoyer R.L.S. 6765.

The above description was prepared under the supervision of Leonard F. Swoyer, Registered Professional Land Surveyor Number 6765 and based on a survey performed by Southeastern Land Surveys dated September 5, 1991.

Subject to all easements and right of ways of record."

EASEMENT DESCRIPTION

"EASEMENT FOR INGRESS AND EGRESS

Situated in Farm Lot 27, Section 4, Town 9, Range 14, Athens Township, City of Athens, Athens County, Ohio and described as follows:

Description checked for
Mathematical Accuracy
ATHENS COUNTY
ENGINEER'S OFFICE
BY: *[Signature]*
DATE: 8-25-92

RFH #4

Commencing at the northwest corner of said Lease Lot 27; thence along the west line of said Lease Lot South $03^{\circ}01'27''$ West (assumed bearing) 3,520.44 feet to a point in the middle of Home Street and on the north line of a 30 foot strip of land owned by the City of Athens and described in Volume 212 Page 1 of the Athens County Deed Records; thence along the north line of said 30 foot strip N $81^{\circ}13'50''$ E 30.57 feet to a set iron pin on the east right of way line of Home Street; thence along said east right of way line North $03^{\circ}01'27''$ East 257.00 feet to a set iron pin, THE TRUE PLACE OF BEGINNING; thence continuing along the east line of said right of way North $03^{\circ}01'27''$ East 50.00 feet to a point; thence leaving the east right of way of Home Street South $86^{\circ}45'26''$ East 550.56 feet to a point on the west right of way U.S. Route 33 and the east line of Ohio University Land described in Volume 229 Page 319 of the Athens County Deed Records; thence along the west right of way line of said U.S. Route 33 and the east line of land owned by Ohio University South $00^{\circ}04'24''$ East 50.08 feet to a set iron pin on the north line of a previously surveyed 2.5291 acre tract; thence along the north line of said 2.5291 acre tract North $86^{\circ}45'27''$ West 553.27 feet to the point of beginning containing 0.6335 Acre and being a part of a tract described in Volume 229 Page 319 of the Athens County Deed Records.

Note: Unless otherwise noted all set iron pins are 5/8 inch in diameter and 30 inches in length and capped with a plastic identification marker scribed Leonard F. Swoyer R.L.S. 6765.

The above description was prepared under the supervision of Leonard F. Swoyer Registered Professional Land Surveyor Number 6765 and based on a survey performed by Southeastern Land Surveys dated September 5, 1991.

Subject to all easements and right of ways of record."

The foregoing is recited from a description and survey performed by Southeastern Land Surveys, 3428 Pleasant Hill Road, Athens, Ohio 45701, the included plat being signed by Leonard F. Swoyer, P.S. Number 6765, and submitted by the Ohio University to the Ohio Department of Administrative Services, Division of Public Works.


Further reference is made to File No. 5110 on file in the offices of the Ohio Department of Administrative Services, Division of Public Works, 30 East Broad Street, 35th Floor, Bureau of Real Estate, Land Operations, in Columbus, Ohio 43266 - 0402.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, State hereby grants this lease to Lessee under the following terms and conditions:

1. TERM: This lease shall be for a period of twenty-five (25) years, commencing June 1, 1992 and ending May 31, 2017, unless otherwise terminated in accordance with the termination provisions herein.

2. CONSIDERATION: Lessee shall pay as rent for the Property the sum of \$1.00, the receipt of which is hereby acknowledged.

3. USE: Lessee shall use and occupy the Property for a library. Lessee agrees not to permit the Property to be used for any purpose inconsistent with any local, state, or federal laws or regulations, and shall be liable for any and all damages consequent upon such violation and subsequent cancellation of this lease under the default provision herein. Lessee may construct and maintain, upon written consent by State, any structures or other improvements Lessee considers appropriate to carry out the purpose set forth herein. Any structures or other improvements placed on the Property by Lessee during the term of this lease shall be at Lessee's expense.

Description checked for
Mathematical Accuracy
ATHENS COUNTY
ENGINEER'S OFFICE
BY: 
DATE: 10/15/97

This lease is made subject to all prior leases or grants on any portion of the Property, and to the renewal thereof. State also reserves the right to grant utility easements or leases on or in the Property.

4. MAINTENANCE/REPAIRS: Lessee shall maintain and manage the Property in a responsible manner, keeping it clean, sanitary and free from any debris. Lessee shall not deposit any debris on the adjacent state lands nor do anything that would interfere with the maintenance of any part of the adjacent state lands. Any costs or expenses incurred by Lessee for the maintenance of or repairs undertaken on the Property during the term of this lease shall be the sole obligation of Lessee.

5. ACCESS: State may have access to the Property at all reasonable times and in a manner which does not interfere with Lessee's use of the Property, to make such changes and improvements as Director, Department of Administrative Services may deem necessary, and to determine whether Lessee is complying with the terms of this lease.

6. ASSIGNMENT/SUBLETTING: Lessee shall not assign this lease or sublet the Property or any part thereof without the written consent of the Director, Department of Administrative Services.

7. TERMINATION: This lease may be terminated if the Property, or any part thereof, is needed for any other public or quasi-public use or purpose. State shall give Lessee at least ninety (90) days written notice prior to such termination. Lessee shall remove all personal property and movable fixtures placed on the Property by Lessee, and restore the Property to a condition satisfactory to the Director, Department of Administrative Services at Lessee's expense. Lessee shall have no claim against State for the value of any unexpired term of the lease, or for any costs related to the removals referred to in this paragraph.

8. DEFAULT: If Lessee breaches or defaults on any of the terms or conditions of this lease, and if that breach or default is not remedied within thirty (30) days after written notification by State of that breach or default, State may terminate this lease. State shall give Lessee written notice of the termination. Lessee shall have ninety (90) days from the date on the written notice, to remove all personal property and movable fixtures placed on the Property by Lessee, and to restore the Property to a condition satisfactory to the Director, Department of Administrative Services. Lessee shall then surrender possession to State. If such removals and restoration are not effected within the specified time, State shall restore the Property at Lessee's expense.

9. LIABILITY: Lessee shall indemnify and save harmless State from and against any and all claims, demands, damages, actions, or causes of action, together with any and all losses, costs, or related expenses asserted by any person or persons for bodily injury, death, or property damage ensuing from Lessee's occupation or use of any portion of the Property, or arising out of any act, omission or neglect by Lessee or any of its employees, agents, or invitees.

10. TAXES: Lessee shall be responsible for any federal, state and/or local taxes and assessments levied against State resulting from this lease of the Property.

11. QUIET ENJOYMENT: State covenants that if, and so long as, Lessee pays the rent when due and performs the covenants hereof, Lessee may quietly occupy the premises, during the term, without any hindrance by the State or any person or persons lawfully claiming under the State. The State will not warrant and defend against any claim asserted by any other person or entity. A taking by eminent domain shall not be deemed to be a breach of this covenant.

12. REPRESENTATIVES/AGENTS: Where this lease refers to either the State or Lessee, those terms shall include the agents, employees, or authorized representatives of each party.

THE STATE OF OHIO
LESSOR

BY: _____
GEORGE V. VOINOVICH
Governor of Ohio

Witnesses to Director
Department of Administrative
Services:

BY: _____
STEPHEN A. PERRY, Director
Department of Administrative
Services

DATE: _____

BY: Charles J. Ping
CHARLES J. PING, President
Ohio University
DATE: June 9, 1992

Witnesses to LESSEE:

Helen W. Young
Donna M. Duffell
DATE: July 13, 1992

LESSEE

BY: Verl H. Ogg
VERL OGG, President
Nelsonville Public Library
Board

APPROVED AS TO FORM

LEE FISHER
Attorney General

BY: _____
Assistant Attorney General

DATE: _____

This instrument was prepared by the Ohio Department of Administrative Services, Division of Public Works.

LGM:cab/1249

