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| ODOT RE 74-08  Rev. 07/2020 |  |

Director’s Deed

**State of Ohio**

**Department of Transportation**

**Know All Men By These Presents That:**

**Whereas**, in connection with the maintenance and construction of the state highway system within ?Name of Political Entity?, Ohio, the State of Ohio, Department of Transportation, acquired via a ?Type of Instrument? the fee title of the following parcel(s):

**GRANTOR PARCEL NO. VOLUME PAGE**

|  |  |  |
| --- | --- | --- |
| ?Name of Grantor(s)? | ?Parcel Number(s)? | ?Correct Deed Reference? |
|  | ?CTY-RTE-SEC? | ?Per County Practice? |

**Whereas**, the Director of Transportation, after consulting with the Director of Natural Resources, has determined that the property described in Exhibit A [“Premises”] is not needed by the State of Ohio for highway or recreation purposes; and

**Whereas**, the Director of Transportation, State of Ohio, has determined that ?Name of Grantee? is a ?Type of entity? eligible under R.C. 5501.45? and therefore eligible under Section 5501.45 of the Ohio Revised Code to have the Premises conveyed to it upon such consideration as may be determined by the Director of Transportation to be fair and reasonable without competitive bidding; and

**Whereas**, the Director of Transportation has entered into a certain contract with ?Name of Grantee? for the sale and purchase of the Premises; and

**Whereas**, the Director of Transportation has determined that ?Name of Grantee? has fulfilled its obligations under the above-mentioned contract for the sale and purchase of the Premises; and

**Now Therefore,** the State of Ohio, by Jack Marchbanks, Ph.D., Director of Transportation, pursuant to the provisions of Section 5501.45 the Ohio Revised Code, for the consideration specified in the above mentioned contract for the sale and purchase of the Premises and the agreements and exceptions and/or reservations contained herein, the receipt of which is hereby acknowledged, does hereby release and forever Quitclaim unto ?Name of Grantee?, its successors and assigns forever, the Grantee herein, all of the rights, titles and interests the State of Ohio may have in and over the Premises more particularly described in Exhibit A attached hereto.

Provided, However, Grantor hereby reserves unto itself, its successors and assigns, any and all of the oil and gas and their constituents, sulfur, coal, lignite, uranium, and other fissionable material, geothermal energy, base and precious metals, rock, stone, gravel, and any other mineral substances presently in or under the premises described in Exhibit A. The within reservation of the aforesaid materials and minerals pertains to the exclusive right to execute any and all oil and gas leases and any other mineral leases or other contractual arrangements whereby the right of exploring, mining, removing and marketing of the hereinabove reserved minerals could be transferred by Grantor to third parties, and the within reservation also pertains to the exclusive right to receive any and all bonuses, royalties, shut-in and/or delayed marketing payments and any other types of rental or lease payments associated with any of the aforementioned leases or other contractual arrangements with third parties; together with the ownership of any future reversionary oil and gas and their constituents, and other mineral rights, in total, upon the expiration of any such lease or other contractual arrangement with third parties. The foregoing reservation does not include a right to enter upon or use the surface of the premises described in Exhibit A.

**It is provided further that** the within grant and conveyance to the above-named Grantee is specifically conditioned upon and subject to the following rights of reversion hereby reserved by Grantor:

**A. Continued Public Use**

If Grantee should ever fail to use the Premises for a public purpose, then and in that event Grantee shall be divested forthwith of all of the Premises conveyed by these presents, and thereupon all of the rights, titles and interests conferred upon and vested in Grantee by this conveyance shall revert immediately to the State of Ohio and its successors and assigns for the use and benefit of the Department of Transportation.

**B. Non-Discrimination**

By accepting the within conveyance, Grantee for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof does hereby covenant and agree that:

(1) No person on the grounds of race, color, national origin, sex, age, disability, low-income status or limited English proficiency shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of the above described property.

(2) In the construction of any improvements on, over, or under the above described property and the furnishing of services thereon, no person on the grounds of race, color, national origin, sex, age, disability, low-income status or limited English proficiency shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination.

(3) The above described property shall be used in a manner that at all times is in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. DOT – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(4) In the event that any of the above nondiscrimination covenants is breached, the State of Ohio, Department of Transportation, shall have the unfettered right to re-enter the above described property, and said property will thereupon revert to and vest in and become the absolute property of the State of Ohio and its successors and assigns for the use and benefit of the Department of Transportation.

(5) All of the foregoing nondiscrimination covenants shall be and are covenants running with the land.

**In Testimony Whereof**, I, ?Name of Director’s Designee?, the duly authorized representative of Jack Marchbanks, Ph.D., Director of Transportation, pursuant to the provisions of Section 5501.45 of the Ohio Revised Code, for and in the name of the State of Ohio, have signed this instrument at ?City?, Ohio, on this the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , 20\_\_\_ .

STATE OF OHIO

DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

JACK MARCHBANKS, PH.D., Director

By: ?Name of Director’s Designee?

**State Of Ohio, County Of** **Choose an item. ss:**

**Be It Remembered**, that on this the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , 20\_\_\_ , before me the subscriber, a Notary Public in and for said state and county, personally came the above named ?Name of Director’s Designee?, the duly authorized representative of Jack Marchbanks, Ph.D., Director of Transportation, who acknowledged the foregoing instrument to be the voluntary act and deed of the State of Ohio, Department of Transportation. No oath or affirmation was administered to ?Name of Director’s Designee? with regard to the notarial act.

**In Testimony Whereof,** I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTARY PUBLIC

My Commission expires: \_\_\_\_\_\_\_\_\_\_\_\_\_

This form RE 74-08 was updated to conform to new notarial language requirements as per Revised Code 147.542.

This document was prepared by or for the State of Ohio, Department of Transportation, on forms approved by the Attorney General of Ohio.