

Contract No: \_\_\_\_\_

Project: East End Parking Lot (Babb Alley)

### PROPERTY TRANSFER AGREEMENT

THIS PROPERTY TRANSFER AGREEMENT is made and entered into effective as of the Effective Date (as defined on the signature page hereof) by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, OH 45202 (the "**City**") and **RIVERSIDE LOTS LLC**, an Ohio limited liability company, the address of which is 1725 Riverside Drive, Cincinnati, Ohio 45202 (the "**Riverside**").

#### Recitals:

A. By virtue of an *Auditor's Deed* recorded in Deed Book 4130, Page 451, Hamilton County, Ohio Records, and a *General Warranty Deed* recorded in Deed Book 4235, Page 575, Hamilton County, Ohio Records, the City owns certain real property located at 256 Wenner Street and 248 Watson Street in the East End neighborhood of Cincinnati, which properties are more particularly identified as Hamilton County, Ohio Auditor's Parcel Nos. 028-0001-0130 and 028-0002-0014, and more particularly described on Exhibit A (*Legal Description – City Property*) hereto (the "**City Property**"). The City Property is under the management of the City's Public Recreation Commission ("**CRC**").

B. Riverside owns certain real property located at 260 Wenner Street in the East End neighborhood of Cincinnati, which property is more particularly identified as Hamilton County, Ohio Auditor's Parcel No. 028-0002-0015, and more particularly described on Exhibit B (*Legal Description – Riverside's Property*) hereto (the "**Riverside Property**").

C. The City has awarded the 3 East Community Development Corporation monies under the Neighborhood Business District Improvement Program to create a public parking lot within the East End business district (the "**Project**"). The Project involves, without limitation, the expansion and improvement of the Babb Alley public right-of-way located between Watson and Wenner Streets to facilitate the Project. The City desires to convey the City Property to Riverside in exchange for a portion of the Riverside Property, as more particularly depicted in Exhibit C (*Survey*) and described in Exhibit D (*Legal Description- Acquisition Property*) hereto (the "**Acquisition Property**").

D. The City has determined that the City Property is not needed for municipal purposes.

E. The City's Real Estate Services Division has determined, by a professional appraisal, that (i) the fair market value of the City Property is approximately \$40,000, and (ii) the fair market value of the Acquisition Property is approximately \$20,000, a difference of approximately \$20,000; however, the City is agreeable to exchange the City Property for the Acquisition Property for \$0.00 because the City will receive economic and non-economic benefits from the transaction that are anticipated to equal or exceed the difference in fair market value of the City Property and the Acquisition Property because the Project will enhance access to the East End neighborhood business district by providing additional off-street parking capacity for patrons visiting said neighborhood business district, which the City anticipates will stimulate economic activity and growth in the East End neighborhood.

F. Section 13 of Article VIII of the Ohio Constitution provides that to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, it is a public interest and proper public purpose for the State or its political subdivisions to sell, lease, exchange, or otherwise dispose of property within the State of Ohio for industry, commerce, distribution, and research.

G. The City has determined that it is in the best interest of the City to eliminate competitive bidding in connection with the City's sale of the City Property because conveying the City Property to Riverside in exchange for the Acquisition Property will accomplish two important objectives, namely: (i) it

will enable Riverside to assemble additional buildable sites to accommodate the construction of single-family homes, thereby putting the currently undeveloped land to productive use; and (ii) the transaction enables 3 East Community Development Corporation to undertake the Project to provide additional off-street parking capacity for patrons visiting the East End neighborhood business district.

H. CRC approved the City's conveyance of the City Property to Riverside at its meeting on January 18, 2022.

I. The City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the City's conveyance of the City Property to Riverside and the City's acquisition of the Acquisition Property to expand Babb Alley for public parking at its meeting on January 20, 2023.

J. Ordinance No. [ ]- [ ], passed by Cincinnati City Council on [ ], 2023, authorized the execution of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**1. Agreement to Sell and Purchase Property; Purchase Price; Title to Acquisition Property; Condition and Environmental Representations of Acquisition Property; Condition of City Property.**

(A) Agreement to Sell and Purchase Property. Subject to the terms and conditions set forth herein, the City and Riverside hereby agree to the following: (i) the City agrees to sell the City Property to Riverside, and Riverside agrees to purchase the City Property from the City; (ii) Riverside agrees to sell the Acquisition Property to the City, and the City agrees to purchase the Acquisition Property from Riverside.

(B) Purchase Price. The purchase price for the City Property is \$1.00, and the purchase price for the Acquisition Property is \$1.00. At the Closing (defined below), Riverside shall pay the City an amount equal to the City Property's purchase price minus the Acquisition Property's purchase price, which equals \$0.00.

(C) Title to Acquisition Property. Riverside represents and warrants to the City that (a) it is the sole owner of the fee simple interest in the Acquisition Property; (b) there are no tenants or other third parties who are entitled to the use or possession of any part of the Acquisition Property (except as otherwise disclosed to the City in writing); and (c) the Acquisition Property is free and clear of all liens and encumbrances whatsoever, except (i) mortgage liens of record; (ii) easements, restrictions, conditions, and covenants of record; (iii) all legal highways; (iv) zoning and building laws, ordinances, rules and regulations; and (v) any and all taxes and assessments not yet due and payable. Riverside shall assist, in whatever manner reasonably possible under the circumstances as requested by the City, to procure and deliver to the City any releases, assignments, or cancellations of any and all other rights, titles, and interests in the Acquisition Property, whether attaching to the Acquisition Property before or during Riverside's ownership of the Acquisition Property. Such interests may include but are not limited to, those belonging to tenants, lessees, mortgagees, or others now in possession or otherwise occupying the Acquisition Property and all tax and assessment claims against the Acquisition Property. Riverside shall discharge and pay any mortgage or other monetary liens on the Acquisition Property at or before Closing. If the City or Riverside becomes aware of any title problems affecting the Acquisition Property, Riverside, at Riverside's expense, shall promptly take such action as is necessary to clear the title. Between the date of Riverside's execution of this Agreement and the Closing, Riverside shall not take any action that affects the title to the Acquisition Property, including, but not limited to, conveying any leasehold interests or other interests in the Acquisition Property to any third party or granting any easements, without the City's prior written consent.

(D) Condition and Environmental Representations of Acquisition Property. Riverside shall convey the Acquisition Property to the City in “as is” condition. Riverside makes no representations or warranties to the City concerning the condition of the Acquisition Property. Riverside is not aware of the existence of any environmental contamination, environmental hazards or other adverse environmental conditions previously or currently affecting the Acquisition Property.

(E) Condition of City Property. Riverside acknowledges that it is familiar with the condition of the City Property, and, at Closing (as defined below), the City shall convey the City Property to Riverside in “as is,” “where is” condition with all faults and defects, known or unknown. The City makes no representations or warranties to Riverside concerning the condition of the City Property and, from and after the Closing, the City shall have no liability of any kind to Riverside for any defects, adverse environmental condition, or any other matters affecting the City Property. Riverside assumes all environmental liability and responsibility concerning the City Property. Riverside agrees to defend, indemnify, and hold the City, its employees, officers, and officials harmless from and against any and all claims, causes of action, losses, costs, judgments, penalties, orders, fines, expenses (including, but not limited to, attorneys’ fees), demands, liability, and damages related to or arising from the discovery, presence, disposal, release, or cleanup of contaminants, hazardous materials, wastes or other pollutants affecting the City Property, or the soil, water, or vegetation located thereon, whether known or unknown, as well as personal injury or property damage related to such contaminants, hazardous materials, wastes, or other pollutants.

## 2. Closing.

(A) Conditions. The closing on the City’s sale of the City Property to Riverside and Riverside’s sale of the Acquisition Property to the City (the “**Closing**”) shall not occur unless and until the following conditions have been satisfied (the “**Conditions**”); provided however, that if the City, in its sole discretion, determines that one or more of the Conditions would be more appropriately handled at Closing or post-Closing, the City may, if appropriate, include such Conditions in the City’s Quitclaim Deed to Riverside or handle such Conditions post-Closing. Riverside shall perform all work and investigations and obtain and prepare all necessary documents pertaining to the satisfaction of the Conditions at no cost to the City.

- (i) Title & Survey: Riverside’s approval of title to the City Property and, if obtained by Riverside, an ALTA property survey of the City Property;
- (ii) Inspections, Utilities & Zoning/Building Code Requirements: Riverside’s approval of inspections of the City Property, including without limitation environmental assessments and soil assessments, all matters concerning utility service for the City Property, and all zoning and building code requirements that apply to the City Property;
- (iii) Coordinated Report Conditions (CR #46-2022/ #60-2021):
  - (a) Duke Energy:
    - i. Duke Energy has facilities that will need to be maintained in service near the City Property.
    - ii. Duke Energy will not permit structures to be built over the gas main.

(B) Right to Terminate. If either party determines, after exercising reasonable good faith efforts, that any of the Conditions are not or cannot be satisfied within a reasonable period, such party shall have the right to terminate this Agreement by giving written notice thereof to the other party, whereupon this Agreement and all rights and obligations of the parties hereunder shall terminate. If all of the Conditions have not been satisfied to the satisfaction of both parties or waived in writing and for that reason the Closing has not occurred within **90 days** after the Effective Date, this Agreement and all rights and obligations of the parties hereunder shall automatically terminate.

(C) Closing Date. Provided the Conditions have been satisfied, the Closing shall take place **30 days** after the Effective Date or on such earlier or later date as the parties may agree upon.

(D) Deeds. At Closing, the City shall convey title to the City Property to Riverside by Quitclaim Deed in substantially the form of Exhibit E (*Quitclaim Deed – City Property*) hereto (the “**City’s Deed**”). Riverside shall convey title to the Acquisition Property to the City by General Warranty Deed in substantially the form of Exhibit D hereto (“**Riverside’s Deed**”).

(E) Closing Costs and Closing Documents. At the Closing, (i) the City shall convey all of its right, title, and interest in and to the City Property to Riverside, in the form of Exhibit E; (ii) Riverside shall convey all of its right, title, and interest in and to the Acquisition Property to the City by *General Warranty Deed* in the form of Exhibit D. Riverside shall pay all Hamilton County, Ohio recording fees, transfer tax, and any and all other customary closing costs associated with the City Property. The City shall pay any and all closing costs associated with the Acquisition Property, except that Riverside shall pay outside of the Closing its own attorney or other professional service fees incurred in connection with this Agreement, if any. There shall be no proration of real estate taxes and assessments concerning the City Property, and from and after the Closing, Riverside shall pay all real estate taxes and assessments thereafter becoming due. The real estate taxes and assessments with respect to the Acquisition Property shall be prorated as of the date of Closing in accordance with local custom (with such proration to be based upon the acreage of the Acquisition Property as a percentage of the total acreage of the larger parcel from which the Acquisition Property is being created). If, upon receipt of the actual tax bills for the Acquisition Property, it is determined that Riverside’s estimated prorated share of the taxes and assessments through the date of the Closing, as reflected on the settlement statement, was less than Riverside’s actual prorated share, Riverside shall pay the additional amount to the City within 30 days after receipt of the tax bill. At the Closing, the parties shall execute a settlement statement and any and all other customary closing documents that are necessary for the Closing, in such forms as are approved by the City and Riverside. The City shall not, however, be required to execute a title affidavit at Closing or other similar documents pertaining to title, it being acknowledged by Riverside that the City is selling the City Property “as is.” Pursuant to Section 301-20, Cincinnati Municipal Code, at the Closing, Riverside shall pay to the City any and all unpaid related and unrelated fines, penalties, judgments, water, or other utility charges, and any and all other outstanding amounts owed by Riverside to the City. The provisions of this Agreement shall survive the City’s execution and delivery of the *Quitclaim Deed* and Riverside’s execution and delivery of the *General Warranty Deed* and shall not be deemed to have been merged therein.

(F) Phase One Environmental Assessment. No less than 14 days before Closing, Riverside, at no cost to the City, shall provide the City with a phase one assessment prepared by an environmental company acceptable to the City, evidencing that the Acquisition Property is free of environmental contamination and that the environmental condition of the Acquisition Property is otherwise acceptable the City’s Office of Environment and Sustainability.

(G) Closing Date. Subject to the terms and conditions herein, the conveyance of the Vacation Property and Pedestrian Bridge Easement to Riverside by the City and the execution of a release of certain portions of the ROW Easements by the City (the “**Closing**”) shall take place (i) **60 days** from the date that Council authorized the execution of this Agreement, or (ii) on such earlier or later date as the parties may agree upon once both parties agree that the Closing Conditions (as defined below) are reasonably satisfied (the “**Closing Date**”).

**3. Notices**. All notices given by the parties hereunder shall be deemed given if personally delivered, or delivered by Federal Express, UPS, or other recognized overnight courier, or mailed by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses set forth in the introductory paragraph of this Agreement. Notices shall be deemed given on the date of receipt. If Riverside sends a notice to the City alleging that the City is in default under this Agreement, Riverside shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, OH 45202.

**4. Representations, Warranties, and Covenants of Riverside.** Riverside makes the following representations, warranties, and covenants to induce the City to enter into this Agreement:

(i) Riverside is a limited liability company duly organized and validly existing under the laws of the State of Ohio, has been properly qualified to do business in the State of Ohio, and is not in violation of any laws of the State of Ohio relevant to the transactions contemplated by this Agreement.

(ii) Riverside has full power and authority to execute and deliver this Agreement and carry out the transactions provided herein. This Agreement has by proper action been duly authorized, executed, and delivered by Riverside, and all actions necessary have been taken to constitute this Agreement when executed and delivered, valid and binding obligations of Riverside.

(iii) The execution, delivery, and performance by Riverside of this Agreement and the consummation of the transactions contemplated hereby will not violate any applicable laws, or any writ or decree of any court or governmental instrumentality, or the organizational documents of Riverside, or any mortgage, indenture, contract, agreement or other undertaking to which Riverside is a party or which purports to be binding upon Riverside or upon any of its assets, nor is Riverside in violation or default of any of the foregoing.

(iv) There are no actions, suits, proceedings, or governmental investigations pending, or to the knowledge of Riverside, threatened against or affecting Riverside or any of its members, at law or in equity or before or by any governmental authority.

(v) Riverside shall give prompt notice in writing to the City of the occurrence or existence of any litigation, labor dispute or governmental proceeding or investigation affecting Riverside or any of its members that could reasonably be expected to interfere substantially with its normal operations or materially and adversely affect its financial condition.

(vi) The statements made in the documentation provided by Riverside to the City that are descriptive of Riverside or the proposed development project have been reviewed by Riverside and do not contain any untrue statement of a material fact or omit to state any material fact necessary to make such statements, in light of the circumstances under which they were made, not misleading.

(vii) Riverside does not owe any outstanding fines, penalties, judgments, water or other utility charges, or other amounts to the City.

**5. General Provisions.**

(A) Assignment. Riverside shall not assign its rights or interests under this Agreement to any third party without the prior written consent of the City, which consent may be withheld at the City's sole discretion.

(B) Entire Agreement. This Agreement (including all exhibits) contains the entire agreement between the parties concerning the subject matter hereof and supersedes any and all prior discussions, negotiations, representations, or agreements, written or oral, between them respecting the subject matter hereof.

(C) Amendments. This Agreement may be amended only by a written amendment signed by both parties.

(D) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the City of Cincinnati and the State of Ohio. All actions regarding this Agreement shall be brought in the Hamilton County Court of Common Pleas, and Riverside agrees that venue in such court is

proper. Riverside hereby waives trial by jury with respect to any and all disputes arising under this Agreement.

(E) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by and against the parties and their respective successors and permitted assigns.

(F) Captions. The captions of the various sections and paragraphs of this Agreement are not part of the context hereof and are only guides to assist in locating such sections and paragraphs and shall be ignored in construing this Agreement.

(G) Severability. If any part of this Agreement is held by a court of law to be void, illegal, or unenforceable, such part shall be deemed severed from this Agreement, and the balance of this Agreement shall remain in full force and effect.

(H) No Recording. This Agreement shall not be recorded in the Hamilton County Recorder's office.

(I) Time. Time is of the essence with respect to the performance by the parties of their respective obligations under this Agreement.

(J) No Third-Party Beneficiaries. The parties hereby agree that no third-party beneficiary rights are intended to be created by this Agreement.

(K) No Brokers. The City and Riverside represent to each other that they have not dealt with a real estate broker, salesperson, or other person who might claim entitlement to a fee or other compensation as a result of the parties' execution of this Agreement.

(L) Official Capacity. All representations, warranties, covenants, agreements, and obligations of the City under this Agreement shall be effective to the extent authorized and permitted by applicable law. None of those representations, warranties, covenants, agreements, or obligations shall be deemed to be a representation, warranty, covenant, agreement, or obligation of any present or future officer, agent, employee, or attorney of the City in other than his or her official capacity.

**6. Counterparts; E-Signature**. The parties hereto agree that this Agreement may be executed and delivered by electronic signature, which shall have the same force and effect as an original signature. Electronic signatures may be delivered via email or other electronic means agreed upon by the parties. The parties hereto may execute this Agreement in two or more counterparts, and each executed counterpart shall be considered an original.

**7. Exhibits**. The following exhibits are attached hereto and made a part hereof:

Exhibit A (*Legal Description – City Property*)

Exhibit B (*Legal Description – Riverside's Property*)

Exhibit C (*Survey*)

Exhibit D (*Quitclaim Deed – City Property*)

Exhibit E (*General Warranty Deed – Acquisition Property*)

Exhibit F (*Additional City Requirements*)

[ SIGNATURE PAGES FOLLOW ]

This Agreement is executed by the parties on the dates indicated below their signatures, effective as of the later of such dates (the **"Effective Date"**).

**CITY OF CINCINNATI**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2023

Recommended by:

\_\_\_\_\_  
Markiea L. Carter, Director,  
Department of Community and Economic Development

Approved as to Form:

\_\_\_\_\_  
Assistant City Solicitor

Certified Date: \_\_\_\_\_

Fund/Code: \_\_\_\_\_

Amount: \_\_\_\_\_

By: \_\_\_\_\_  
Karen Alder, City Finance Director

[ *Riverside's Signature Page Follows* ]

**RIVERSIDE LOTS LLC,**  
an Ohio limited liability company

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2023



**Exhibit A**

to Property Transfer Agreement

*Legal Description-City Property*

**Tract I**

**Property Address:** 256 Wenner Street, Cincinnati, Ohio 45226  
**HCAP No.:** 028-0002-0014-00  
**Prior Instrument Ref.:** Deed Book 4130, Page 451, Hamilton County, Ohio Records

Situated in the City of Cincinnati, Hamilton County, Ohio, and being all of Lot No. 4 of Square H of Pendleton & Strader's Subdivision, as the same is recorded in Plat Book 2, Page 166, Hamilton County, Ohio Records.

**Tract II**

**Property Address:** 248 Watson Street, Cincinnati, Ohio 45226  
**HCAP No.:** 028-0001-0130-00  
**Prior Instrument Ref.:** Deed Book 4235, Page 575, Hamilton County, Ohio Records

Situate in Cincinnati, Hamilton County, Ohio and beginning at a point ninety (90) feet South of the Southeast corner of Babb Alley and Watson Street; thence South along the East side of Watson Street a distance of twenty-five (25) feet; thence East a distance of one hundred ten (110) feet to a point; thence North parallel with Watson Street a distance of twenty-five (25) feet to a point; thence West a distance of one hundred ten (110) feet to the East side of Watson Street and place of beginning and being in Block "G" and the North part of Lot Number Fifteen (15) of Pendleton and Strader's Subdivision.

**Exhibit B**  
to Property Transfer Agreement

*Legal Description-Riverside's Property*

**Property Address:** 260 Wenner Street, Cincinnati, Ohio 45226  
**HCAP No.:** 028-0002-0015-00  
**Prior Instrument Ref.:** Official Record 12041, Page 921, Hamilton County, Ohio Records

Being Lot 3 in Square H of Pendleton & Strader's Subdivision, a plat of which is recorded in Deed Book 137, Page 523, Hamilton County, Ohio Records and also Plat Book 2, Pages 166 and 167, Hamilton County, Ohio Records, said lot having a frontage of 50 feet in the east side of Wenner Street and extending back between parallel lines 100 feet to a 20 foot alley, and bounded on the north by Bath Alley, being the first alley south of Wooster Turnpike.



**Exhibit D**

to Property Transfer Agreement

*General Warranty Deed-Acquisition Property*

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[ SPACE ABOVE FOR RECORDER'S USE]

### GENERAL WARRANTY DEED

**RIVERSIDE LOTS LLC**, an Ohio limited liability company, the tax-mailing address of which is 1725 Riverside Drive, Cincinnati, OH 45202 ("**Grantee**"), for valuable consideration paid, hereby grants and conveys, with general warranty covenants, to **CITY OF CINCINNATI**, an Ohio municipal corporation, the tax-mailing address of which is 801 Plum Street, Cincinnati, OH 45202, (the "**City**"), all of Grantee's right, title and interest in and to the real property depicted on Exhibit A (Survey) and described on Exhibit B (Legal Description) hereto (the "**Property**").

Property Address: 260 Wenner Street, Cincinnati, OH 45226  
Auditor's Parcel ID Nos.: Cut-up of 028-0002-0015-00  
Prior instrument reference: Official Record 12041, Page 921, Hamilton County, Ohio Records

Conveyance Between Adjoining Lot Owners. This conveyance is a transfer between adjoining lot owners made in compliance with Ohio Revised Code Section 711.001(B)(1)(b). This conveyance does not create an additional building site nor violate any zoning regulation or other public regulation in the property hereby conveyed or the balance of the property retained by the City. The property hereby conveyed may not hereafter be conveyed separately from Grantee's adjoining property, nor any structure erected thereon without the prior approval of the authority having jurisdiction of plats.

[ SIGNATURE PAGES FOLLOW ]

Executed on the date of acknowledgement.

**RIVERSIDE LOTS LLC**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF HAMILTON         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_, the \_\_\_\_\_ of **RIVERSIDE LOTS LLC**, an Ohio liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

Acceptance of this instrument was authorized by Ordinance No. [ ]- [ ], passed by Cincinnati City Council on [ ], 2023.

**CITY OF CINCINNATI**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF HAMILTON         )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_, the \_\_\_\_\_ of **CITY OF CINCINNATI**, an Ohio municipal corporation, on behalf of the municipal corporation.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Assistant City Solicitor

This instrument prepared by:

City of Cincinnati Law Department,  
801 Plum Street, Suite 214  
Cincinnati, Ohio 45202

**Exhibit A**  
to General Warranty Deed  
Survey





**Exhibit B**  
to General Warranty Deed  
*Legal Description*

**Property Address:** 260 Wenner Street, Cincinnati, Ohio 45226  
**HCAP No.:** Cut-up of 028-0002-0015-00  
**Prior Instrument Ref.:** Official Record 12041, Page 921, Hamilton County, Ohio Records

Situate in Section 25, Town 4, Fractional Range 2, Columbia Township, City of Cincinnati, Hamilton County, Ohio and being part of Lot 3, Square H of Pendleton and Strader's Subdivision as recorded in Plat Book 2, Page 167 and being part of a tract conveyed to Riverside Lots, LLC in O.R. 12041, Pg. 921 and being more particularly described as follows:

Beginning at a set Mag nail at the intersection of the south line of Babb Alley, 15' R/W and the west line of an Unnamed Alley, 20' R/W;

thence with the west line of the said Unnamed Alley, South 31°12'46" West, 26.63 feet to a set 5/8" iron pin;

thence with a new division line, North 56°25'46" West, 100.31 feet to a set 5/8" iron pin in the east line of Wenner Street, 50' R/W;

thence with the east line of said Wenner Street, North 31°12'46" East, 25.98 feet to a set Mag nail in the south line of said Babb Alley;

thence with the south line of said Babb Alley, South 56°48'12" East, 100.29 feet to the Place of Beginning.

Containing 0.061 acres of land more or less. Bearings based on Ohio State Plane Coordinate System NAD 83 (2011). Subject to all legal highways, easements, and restrictions of record.

**Exhibit E**

to Property Transfer Agreement

*Quitclaim Deed-City Property*

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[SPACE ABOVE FOR RECORDER'S USE]

**QUITCLAIM DEED**

**CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), for valuable consideration paid, hereby grants and conveys to **RIVERSIDE LOTS LLC**, an Ohio limited liability company, the tax-mailing address of which is 1725 Riverside Drive, Cincinnati, OH 45202 ("**Grantee**"), all of the City's right, title, and interest in and to the real property described on Exhibit A (*Legal Description*) hereto (the "**Property**"):

Tract I

Street Address: 256 Wenner Street, Cincinnati, OH 45226  
Auditor's Parcel No: 028-0002-0014-00  
Prior instrument reference: Deed Book 4130, Page 451, Hamilton County, Ohio Records

Tract II

Street Address: 248 Watson Street, Cincinnati, Ohio 45226  
Auditor's Parcel No: 028-0001-0130-00  
Prior instrument reference: Deed Book 4235, Page 575, Hamilton County, Ohio Records

This conveyance was authorized by Ordinance No. \_\_\_\_-2023, passed by Cincinnati City Council on \_\_\_\_\_, 2023.

[ SIGNATURE PAGE FOLLOWS ]

Executed on the date of acknowledgement.

**CITY OF CINCINNATI**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF HAMILTON         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_, the \_\_\_\_\_ of the **CITY OF CINCINNATI**, an Ohio municipal corporation, on behalf of the municipal corporation.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Assistant City Solicitor

This instrument prepared by:  
City of Cincinnati Law Department  
801 Plum Street  
Cincinnati, Ohio 45202

**Exhibit A**

to Quitclaim Deed  
*Legal Description*

**Tract I**

**Property Address:** 256 Wenner Street, Cincinnati, Ohio 45226  
**HCAP No.:** 028-0002-0014-00  
**Prior Instrument Ref.:** Deed Book 4130, Page 451, Hamilton County, Ohio Records

Situated in the City of Cincinnati, Hamilton County, Ohio, and being all of Lot No. 4 of Square H of Pendleton & Strader's Subdivision, as the same is recorded in Plat Book 2, Page 166, Hamilton County, Ohio Records.

**Tract II**

**Property Address:** 248 Watson Street, Cincinnati, Ohio 45226  
**HCAP No.:** 028-0001-0130-00  
**Prior Instrument Ref.:** Deed Book 4235, Page 575, Hamilton County, Ohio Records

Situate in Cincinnati, Hamilton County, Ohio and beginning at a point ninety (90) feet South of the Southeast corner of Babb Alley and Watson Street; thence South along the East side of Watson Street a distance of twenty-five (25) feet; thence East a distance of one hundred ten (110) feet to a point; thence North parallel with Watson Street a distance of twenty-five (25) feet to a point; thence West a distance of one hundred ten (110) feet to the East side of Watson Street and place of beginning and being in Block "G" and the North part of Lot Number Fifteen (15) of Pendleton and Strader's Subdivision.

## Exhibit F

to Property Transfer Agreement

*Additional City Requirements*

### *ADDITIONAL CITY REQUIREMENTS*

Riverside and Riverside's general contractor shall comply with all applicable statutes, ordinances, regulations, and rules of the government of the United States, State of Ohio, County of Hamilton, and City of Cincinnati (collectively, "**Government Requirements**"), including the Government Requirements listed below, to the extent that they are applicable. Riverside hereby acknowledges and agrees that (a) the below listing of Government Requirements is not intended to be an exhaustive list of Government Requirements applicable to the Project, Riverside, or Riverside's contractors, subcontractors or employees, either on the City's part or with respect to any other governmental entity, and (b) neither the City nor its Law Department is providing legal counsel to or creating an attorney-client relationship with Riverside by attaching this Exhibit to the Agreement.

This Exhibit serves two functions:

(i) Serving as a Source of Information With Respect to Government Requirements.

This Exhibit identifies certain Government Requirements that may be applicable to the Project, Riverside, or its contractors and subcontractors. Because this Agreement requires that Riverside comply with all applicable laws, regulations, and other Government Requirements (and in certain circumstances to cause others to do so), this Exhibit flags certain Government Requirements that Riverside, contractors and subcontractors regularly face in constructing projects or doing business with the City. To the extent a Riverside is legally required to comply with a Government Requirement, failure to comply with such a Government Requirement is a violation of the Agreement.

(ii) Affirmatively Imposing Contractual Obligations. If certain conditions for applicability are met, this Exhibit also affirmatively imposes contractual obligations on Riverside, even where such obligations are not imposed on Riverside by Government Requirements. As described below, the affirmative obligations imposed hereby are typically a result of policies adopted by City Council which, per Council's directive, are to be furthered by the inclusion of certain specified language in some or all City contracts. The City administration (including the City's Department of Community and Economic Development) is responsible for implementing the policy directives promulgated by Council (which typically takes place via the adoption of motions or resolutions by Council), including, in certain circumstances, by adding specific contractual provisions in City contracts such as this Agreement.

(A) Construction Workforce.

(i) Applicability. Consistent with the limitations contained within the City Resolutions identified in clause (ii) below, this Section (A) shall not apply to contracts with the City other than construction contracts, or to construction contracts to which the City is not a party. For the avoidance of doubt, this Agreement is a construction contract solely to the extent that it directly obligates Riverside to assume the role of a general contractor on a construction project for public improvements such as police stations or other government buildings, public parks, or public roadways.

The Construction Workforce Goals are not applicable to future work (such as repairs or modifications) on any portion of the Project. The Construction Workforce Goals are not applicable to the purchase of specialty fixtures and trade fixtures.

(ii) Requirement. In furtherance of the policy enumerated in City Resolutions No. 32-1983 and 21-1998 concerning the inclusion of minorities and women in City construction work, if

Riverside is performing construction work for the City under a construction contract to which the City is a party, Riverside shall use Best Efforts to achieve a standard of no less than 11.8% Minority Persons (as defined below) and 6.9% females (of whom at least one-half shall be Minority Persons) in each craft trade in Riverside and its general contractor's aggregate workforce in Hamilton County, to be achieved at least halfway through the construction contract (or in the case of a construction contract of six months or more, within 60 days of beginning the construction contract) (collectively, the "**Construction Workforce Goals**").

As used herein, the following terms shall have the following meanings:

(a) "**Best Efforts**" means substantially complying with all of the following as to any of its employees performing such construction and requiring that all of its construction subcontractors substantially comply with all of the following: (1) solicitation of Minority Persons as potential employees through advertisements in local minority publications; and (2) contacting government agencies, private agencies, and/or trade unions for the job referral of qualified Minority Persons.

(b) "**Minority Person**" means any person who is Black, Asian or Pacific Islander, Hispanic, American Indian, or Alaskan Native.

(c) "**Black**" means a person having origin in the black racial group of Africa.

(d) "**Asian or Pacific Islander**" means a person having origin in the original people of the Far East or the Pacific Islands, which includes, among others, China, India, Japan, Korea, the Philippine Islands, Malaysia, Hawaii, and Samoa.

(e) "**Hispanic**" means a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish cultural origin.

(f) "**American Indian**" or "**Alaskan Native**" means a person having origin in any of the original people of North America and who maintains cultural identification through tribal affiliation.

(B) Trade Unions; Subcontracts; Competitive Bidding.

(i) Meeting and Confering with Trade Unions.

(a) Applicability. Per City of Cincinnati, Ordinance No. 130-2002, this requirement is limited to transactions in which Riverside receives City funds or other assistance (including, but not limited to, the City's construction of public improvements to specifically benefit the Project, or the City's sale of real property to Riverside at below fair market value).

(b) Requirement. This Agreement may be subject to the requirements of City of Cincinnati, Ordinance No. 130-2002, as amended or superseded, providing that, if Riverside receives City funds or other assistance, Riverside and its general contractor, prior to the commencement of construction of the Project and prior to any expenditure of City funds, and with the aim of reaching comprehensive and efficient project agreements covering all work done by Riverside or its general contractor, shall meet and confer with: the trade unions representing all of the crafts working on the Project, and minority, female, and locally-owned contractors and suppliers potentially involved with the construction of the Project. At this meeting, Riverside and/or its general contractor shall make available copies of the scope of work and if prevailing wage rates apply, the rates pertaining to all proposed work on the Project. Not later than ten (10) days following Riverside and/or its general contractor's meet and confer activity, Riverside shall provide to the City, in writing, a summary of Riverside and/or its general contractor's meet and confer activity.

(ii) Contracts and Subcontracts; Competitive Bidding.

(a) Applicability. This clause (ii) is applicable to “construction contracts” under Cincinnati Municipal Code Chapter 321. Municipal Code Chapter 321 defines “construction” as “any construction, reconstruction, improvement, enlargement, alteration, repair, painting, decorating, wrecking or demolition, of any public improvement the total overall project cost of which is fairly estimated by Federal or Ohio statutes to be more than four thousand dollars and performed by other than full-time employees who have completed their probationary periods in the classified service of a public authority,” and “contract” as “all written agreements of the City of Cincinnati, its boards or commissions, prepared and signed by the city purchasing agent or a board or commission for the procurement or disposal of supplies, service or construction.”

(b) Requirement. If CMC Chapter 321 applies to the Project, Riverside is required to ensure that all contracts and subcontracts for the Project are awarded pursuant to a competitive bidding process that is approved by the City in writing. All bids shall be subject to review by the City. All contracts and subcontracts shall be expressly required by written agreement to comply with the provisions of this Agreement and the applicable City and State of Ohio laws, ordinances, and regulations with respect to such matters as allocation of subcontracts among trade crafts, Small Business Enterprise Program, Equal Employment Opportunity, and Construction Workforce Goals.

(iii) Competitive Bidding for Certain City-Funded Development Agreements.

(a) Applicability. Pursuant to Ordinance No. 273-2002, the provision in clause (b) below applies solely where the Project receives \$250,000 or more in direct City funding, and where such funding comprises at least 25% of the Project’s budget. For the purposes of this clause (iii), “direct City funding” means a direct subsidy of City funds in the form of cash, including grants and forgivable loans, but not including public improvements, land acquisitions and sales, job creation tax credits, or tax abatements or exemptions.

(b) Requirement. This Agreement requires that Riverside issue an invitation to bid on the construction components of the development by trade craft through public notification and that the bids be read aloud in a public forum. For purposes of this provision, the following terms shall be defined as set forth below:

- (1) “Bid” means an offer in response to an invitation for bids to provide construction work.
- (2) “Invitation to Bid” means the solicitation for quoted prices on construction specifications and setting a time, date, and place for the submission of and public reading of bids. The place for the public reading of bids shall be chosen at the discretion of Riverside; however, the place chosen must be accessible to the public on the date and time of the public reading and must have sufficient room capacity to accommodate the number of respondents to the invitation to bid.
- (3) “Trade Craft” means (a) general construction work, (b) electrical equipment, (c) plumbing and gas fitting, (d) steam and hot water heating and air conditioning and ventilating apparatus, and steam power plant, (e) elevator work, and (f) fire protection.
- (4) “Public Notification” means (a) advertisement of an invitation to bid with ACI (Allied Construction Industries) and the Dodge Report, and (b) dissemination of the advertisement (either by mail or electronically) to the South-Central Ohio Minority Business Council, Greater Cincinnati Northern Kentucky African American Chamber of Commerce, and the Hispanic Chamber of Commerce. The advertisement shall include a description of the “scope of work” and any other information reasonably necessary for the preparation of a bid, and it shall be published and disseminated no less than fourteen days prior to the deadline for submission of bids stated in the invitation to bid.



(5) "Read Aloud in a Public Forum" means all bids shall be read aloud at the time, date and place specified in the invitation for bids, and the bids shall be available for public inspection at the reading.

(C) City Building Code. All construction work must be performed in compliance with City building code requirements.

(D) Lead Paint Regulations. All work must be performed in compliance with Chapter 3742 of the Ohio Revised Code, Chapter 3701-32 of the Ohio Administrative Code, and must comply with OSHA's Lead in Construction Regulations and the OEPA's hazardous waste rules. All lead hazard abatement work must be supervised by an Ohio Licensed Lead Abatement Contractor/Supervisor.

(E) Displacement. If the Project involves the displacement of tenants, Riverside shall comply with all Government Requirements in connection with such displacement. If the City shall become obligated to pay any relocation costs or benefits or other sums in connection with the displacement of tenants, under Cincinnati Municipal Code Chapter 740 or otherwise, Riverside shall reimburse the City for any and all such amounts paid by the City in connection with such displacement within twenty (20) days after the City's written demand.

(F) Small Business Enterprise Program.

(i) Applicability. The applicability of Municipal Code Chapter 323 (Small Business Enterprise Program) is limited to construction contracts in excess of \$5,000. Municipal Code Chapter 323 defines "contract" as "a contract in excess of \$5,000.00, except types of contracts listed by the City purchasing agent as exempt and approved by the City Manager, for (a) construction, (b) supplies, (c) services, or (d) professional services." It defines "construction" as "any construction, reconstruction, improvement, enlargement, alteration, repair, painting, decorating, wrecking or demolition, of any public improvement the total overall project cost of which is fairly estimated by Federal or Ohio statutes to be more than \$4,000 and performed by other than full-time employees who have completed their probationary periods in the classified service of a public authority." To the extent Municipal Code Chapter 323 does not apply to this Agreement, Riverside is not subject to the various reporting requirements described in this Section (F).

(ii) Requirement. The City has an aspirational goal that 30% of its total dollars spent for construction and 15% of its total dollars spent for supplies/services and professional services be spent with Small Business Enterprises ("SBE"s), which include SBEs owned by minorities and women. Accordingly, subject to clause (i) above, Riverside and its general contractor shall use its best efforts and take affirmative steps to assure that SBEs are utilized as sources of supplies, equipment, construction, and services, with the goal of meeting 30% SBE participation for construction contracts and 15% participation for supplies/services and professional services contracts. An SBE means a consultant, supplier, contractor, or subcontractor who is certified as an SBE by the City in accordance with Cincinnati Municipal Code ("CMC") Chapter 323. (A list of SBEs may be obtained from the Department of Economic Inclusion or from the City's web page, <http://cincinnati.diversitycompliance.com>.) Riverside and its general contractor may refer interested firms to the Department of Economic Inclusion for review and possible certification as an SBE, and applications may also be obtained from such web page. If the SBE program is applicable to this Agreement, as described in clause (i) above, Riverside agrees to take (or cause its general contractor to take) at least the following affirmative steps:

(1) Including qualified SBEs on solicitation lists.

(2) Assuring that SBEs are solicited whenever they are potential sources. Contractor must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials or to bid on construction contracts for the Project. Contractor is encouraged to use the internet and similar types of advertising to reach a broader audience, but these additional types of advertising cannot be used as substitutes for the above.

(3) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.

(4) When needs permit, establishing delivery schedules that will encourage participation by SBEs.

(iii) Subject to clause (i) above, if any subcontracts are to be let, Riverside shall require the prime contractor to take the above affirmative steps.

(iv) Subject to clause (i) above, Riverside shall provide to the City, prior to commencement of the Project, a report listing all of the contractors and subcontractors for the Project, including information as to the owners, dollar amount of the contract or subcontract, and other information that may be deemed necessary by the City Manager. Riverside or its general contractor shall update the report monthly by the 15<sup>th</sup>. Riverside or its general contractor shall enter all reports required in this subsection via the City's web page referred to in clause (i) above or any successor site or system the City uses for this purpose. Upon execution of this Agreement, Riverside and its general contractor shall contact the Department of Economic Inclusion to obtain instructions, the proper internet link, login information, and password to access the site and set up the necessary reports.

(v) Subject to clause (i) above, Riverside and its general contractor shall periodically document its best efforts and affirmative steps to meet the above SBE participation goals by notarized affidavits executed in a form acceptable to the City, submitted upon the written request of the City. The City shall have the right to review records and documentation relevant to the affidavits. If affidavits are found to contain false statements, the City may prosecute the affiant pursuant to Section 2921.12, Ohio Revised Code.

(vi) Subject to clause (i) above, failure of Riverside or its general contractor to take the affirmative steps specified above, to provide fair and equal opportunity to SBEs, or to provide technical assistance to SBEs as may be necessary to reach the minimum percentage goals for SBE participation as set forth in Cincinnati Municipal Code Chapter 323, may be construed by the City as failure of Riverside to use best efforts, and, in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this section.

(G) Equal Employment Opportunity.

(i) Applicability. Chapter 325 of the Cincinnati Municipal Code (Equal Employment Opportunity) applies (a) where the City expends more than \$5,000 under a non-construction contract, or (b) where the City spends or receives over \$5,000 to (1) employ another party to construct public improvements, (2) purchase services, or (3) lease any real or personal property to or from another party. Chapter 325 of the Municipal Code does not apply where the contract is (a) for the purchase of real or personal property to or from another party, (b) for the provision by the City of services to another party, (c) between the City and another governmental agency, or (d) for commodities such as utilities.

(ii) Requirement. If this Agreement is subject to the provisions of Chapter 325 of the Cincinnati Municipal Code (the City of Cincinnati's Equal Employment Opportunity Program), the provisions thereof are hereby incorporated by reference into this Agreement.

(H) Prevailing Wage. Riverside shall comply and shall cause all contractors working on the Project to comply with all any prevailing wage requirements that may be applicable to the Project. In the event that the City is directed by the State of Ohio to make payments to construction workers based on violations of such requirements, Riverside shall make such payments or reimburse the City for such payments within twenty (20) days of demand therefor.

(I) Compliance with the Immigration and Nationality Act. In the performance of its construction obligations under this Agreement, Riverside shall comply with the following provisions of the federal Immigration and Nationality Act: 8 U.S.C.A. 1324a(a)(1)(A) and 8 U.S.C.A. 1324a(a)(2). Compliance or noncompliance with those provisions shall be solely determined by final determinations

resulting from the actions by the federal agencies authorized to enforce the Immigration and Nationality Act, or by determinations of the U.S.

(J) Prompt Payment. The provisions of Chapter 319 of the Cincinnati Municipal Code, which provides for a "Prompt Payment System", may apply to this Agreement. Municipal Code Chapter 319 also (i) provides certain requirements for invoices from contractors with respect to the Prompt Payment System, and (ii) obligates contractors to pay subcontractors for satisfactory work in a timely fashion as provided therein.

(K) Conflict of Interest. Pursuant to Ohio Revised Code 102.03, no officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the Project may have any personal financial interest, direct or indirect, in Riverside or in the Project, and Riverside shall take appropriate steps to assure compliance.

(L) Ohio Means Jobs. If this Agreement constitutes a construction contract (pursuant to the guidance with respect to the definition of that term provided in Section (A) above), then, pursuant to Ordinance No. 238-2010: To the extent allowable by law, Riverside and its general contractor shall use its best efforts to post available employment opportunities with Riverside, the general contractor's organization, or the organization of any subcontractor working with Riverside or its general contractor with the OhioMeansJobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Employer Services Unit Manager at 513-946-7200.

(M) Wage Enforcement.

(i) Applicability. Council passed Ordinance No. 22-2016 on February 3, 2016, which ordained Chapter 326 (Wage Enforcement) of the Cincinnati Municipal Code (the "**Wage Enforcement Chapter**"). The Wage Enforcement Chapter was then amended by Ordinance No. 96-2017, passed May 17, 2017. As amended, the Wage Enforcement Chapter imposes certain requirements upon persons entering into agreements with the City whereby the City provides an incentive or benefit that is projected to exceed \$25,000, as described more particularly in the Wage Enforcement Chapter. Cincinnati Municipal Code Section 326-5 requires that the language below be included in contracts subject to the Wage Enforcement Chapter.

(ii) Required Contractual Language. Capitalized terms used, but not defined, in this clause (ii) have the meanings ascribed thereto in the Wage Enforcement Chapter.

(a) This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any Person who has an Agreement with the city or with a Contractor or Subcontractor of that Person shall report all Complaints or Adverse Determinations of Wage Theft and Payroll Fraud (as each of those terms is defined in Chapter 326 of the Cincinnati Municipal Code) against the Contractor or Subcontractors to the Department of Economic Inclusion within 30 days of notification of the Complaint or Adverse Determination.

(b) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to include provisions in solicitations and contracts regarding a Development Site that all employers, Contractors or Subcontractors performing or proposing to perform work on a Development Site provide an initial sworn and notarized "Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee and, within 30 days of an Adverse Determination or Complaint of Wage Theft or Payroll Fraud, shall provide an "Amended Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee.

(c) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to authorize, and does hereby specifically authorize, any local, state or federal agency, court, administrative body or other entity investigating a complaint of Wage Theft or Payroll Fraud against the Person (collectively

“investigative bodies”) to release to the City’s Department of Economic Inclusion any and all evidence, findings, complaints and determinations associated with the allegations of Wage Theft or Payroll Fraud upon the City’s request and further authorizes such investigative bodies to keep the City advised regarding the status of the investigation and ultimate determination. If the investigative bodies require the Person to provide additional authorization on a prescribed form or in another manner, the Person shall be required to provide such additional authorization within 14 days of a request by the City.

(d) If this Agreement is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this Agreement shall include in its contracts with all Contractors language that requires the Contractors to provide the authorizations set forth in subsection (c) above and that further requires each Contractor to include in its contracts with Subcontractors those same obligations for each Subcontractor and each lower tier subcontractor.

(e) If this Agreement is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this Agreement shall post a conspicuous notice on the Development Site throughout the entire period work is being performed pursuant to the Agreement indicating that the work being performed is subject to Cincinnati Municipal Code Chapter 326, Wage Enforcement, as administered by the City of Cincinnati Department of Economic Inclusion. Such notice shall include contact information for the Department of Economic Inclusion as provided by the department.

(f) Under the Wage Enforcement provisions, the city shall have the authority, under appropriate circumstances, to terminate this contract or to reduce the incentives or subsidies to be provided under this contract and to seek other remedies, including debarment.

(N) Americans With Disabilities Act; Accessibility.

(i) Applicability. Cincinnati City Council adopted Motion No. 201600188 on February 3, 2016 (the “**Accessibility Motion**”). This motion directs City administration, including DCED, to include language specifically requiring compliance with the Americans With Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the “**ADA**”), and imposing certain minimum accessibility standards on City-subsidized projects regardless of whether there are arguably exceptions or reductions in accessibility standards available under the ADA or State law.

(ii) Requirement. In furtherance of the policy objectives set forth in the Accessibility Motion, (A) the Project shall comply with the ADA, and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a “place of public accommodation” or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then Riverside shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, “**Contractual Minimum Accessibility Requirements**” means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building’s primary point of entry, conspicuous signage directing persons to such accessible point of entry.

(O) Electric Vehicle Charging Stations in Garages.

(i) Applicability. Cincinnati City Council passed Ordinance No. 89-2017 on May 10, 2017. This ordinance requires all agreements in which the City provides any amount of “qualifying incentives” for projects involving the construction of a parking garage to include a provision requiring the inclusion of certain features in the garage relating to electric vehicles. The ordinance defines “qualifying incentives” as the provision of incentives or support for the construction of a parking garage in the form of

(a) the provision of any City monies or monies controlled by the City including, without limitation, the provision of funds in the form of loans or grants; (b) the provision of service payments in lieu of taxes in connection with tax increment financing, including rebates of service payments in lieu of taxes; and (c) the provision of the proceeds of bonds issued by the City or with respect to which the City has provided any source of collateral security or repayment, including, but not limited to, the pledge of assessment revenues or service payments in lieu of taxes. For the avoidance of doubt, "qualifying incentives" does not include (1) tax abatements such as Community Reinvestment Area abatements pursuant to Ohio Revised Code 3735.67, et seq., or Job Creation Tax Credits pursuant to Ohio Revised Code 718.15; (2) the conveyance of City-owned real property for less than fair market value; and (3) any other type of City support in which the City provides non-monetary assistance to a project, regardless of value.

(ii) Requirement. If the applicability criteria of Ordinance No. 89-2017 are met, then the following requirements shall apply to any parking garage included within the Project: (a) at least one percent of parking spaces, rounding up to the nearest integer, shall be fitted with Level 2 minimum 7.2 kilowatt per hour electric car charging stations; provided that if one percent of parking spaces is less than two parking spaces, the minimum number of parking spaces subject to this clause shall be two parking spaces; and (b) the parking garage's electrical raceway to the electrical supply panel serving the garage shall be capable of providing a minimum of 7.2 kilowatts of electrical capacity to at least five percent of the parking spaces of the garage, rounding up to the nearest integer, and the electrical room supplying the garage must have the physical space for an electrical supply panel sufficient to provide 7.2 kilowatts of electrical capacity to at least five percent of the parking spaces of the garage, rounding up to the nearest integer.

(P) Certification as to Non-Debarment. Riverside represents that neither it nor any of its principals is presently suspended or debarred by any federal, state, or local government agency. In completing the Project, Riverside shall not solicit bids from any contractors or subcontractors who are identified as being suspended or debarred by any federal, state, or local government agency. If Riverside or any of its principals becomes suspended or debarred by any federal, state, or local government agency during the term of this Agreement, Riverside shall be considered in default under this Agreement.