

Contract No: _____

Project: Zoo Parking Lot & Pedestrian Bridge Easement
(Vacation of portions of Louis Ave. and Euclid Ave.,
and release of Vine St. easements)

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 **CINCINNATI ZOO PROPERTIES, LLC**, an Ohio limited liability company, the address of which is 3400 Vine Street, Cincinnati, Ohio 45220 (the "**Zoo**").

Recitals:

A. The City owns certain real property commonly known as the Cincinnati Zoo and Botanical Garden, which property is under the management and control of the Cincinnati Park Board and is operated and maintained by the Zoological Society of Cincinnati, an Ohio nonprofit corporation, pursuant to that certain *Contract* dated June 23, 1972, as amended (the Zoological Society of Cincinnati owns or otherwise controls Cincinnati Zoo Properties, LLC).

B. The City owns the public rights-of-way designated as Vine Street, Shields Street, Louis Avenue, Euclid Avenue, and an unnamed alley located approximately 212 feet west of the northwest intersection of Shields Street and Euclid Avenue (the "**ROW Property**") in the Avondale neighborhood of Cincinnati, which ROW Property is under the management of the City's Department of Transportation and Engineering ("**DOT**").

C. The Zoo owns certain real property, a portion of which is presently used as a surface parking lot, which real property is generally bound by Erkenbrecher Avenue, Euclid Avenue, Shields Street, Vine Street, and bisected by said unnamed alley and Louis Avenue (the "**Zoo Property**"). Certain portions of the Zoo Property are burdened by right-of-way easements held by the City and recorded in Official Record 12254, Page 879; and Official Record 12254, Page 895, Hamilton County, Ohio Records (the "**ROW Easements**").

D. The Zoo seeks to improve the Zoo Property by reconstructing and expanding the surface parking lot to benefit the Cincinnati Zoo and Botanical Garden, including the construction of a pedestrian bridge from the reconstructed surface parking lot across Erkenbrecher Avenue (the "**Project**").

E. The Zoo has petitioned the City to vacate and sell to the Zoo certain portions of the ROW Property, as more particularly depicted on Exhibit A (*Vacation Plat*) and described on Exhibit B (*Quit Claim Deed – Vacation Property*) hereto (the "**Vacation Property**"). The Zoo intends to consolidate the Vacation Property with the Zoo Property to facilitate the Project. Additionally, the Zoo has requested the City to release and terminate certain portions of the ROW Easements.

F. The Zoo has also petitioned the City to grant aerial easement rights over Erkenbrecher Avenue to allow the Zoo to construct, maintain, and operate a pedestrian bridge to facilitate pedestrian ingress and egress to and from the Zoo Property to the Cincinnati Zoo and Botanical Garden, as more particularly depicted on Exhibit C (*Pedestrian Bridge Easement*) (the "**Pedestrian Bridge Easement**").

G. In exchange for the Vacation Property, the partial release of the ROW Easements and the Pedestrian Bridge Easement, the Zoo proposes to dedicate public right-of-way to facilitate the widening and improvement of Erkenbrecher Avenue, Vine Street, Euclid Avenue, and Shields Street with new roadway, curbs, gutters, and sidewalks as generally depicted on Exhibit D (*Dedication Plat*) and more

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particularly described on Exhibit E (Dedication Property) hereto (the “**Dedication Property**”), which improvements include the extension of Euclid Avenue.

H. Pursuant to Ohio Revised Code Chapter 723, the legislative authority of a municipal corporation may convey the fee simple estate or other interest in land used for streets and alleys if it has determined that the property is not needed for any municipal purpose.

I. The City has determined that the Vacation Property is not needed for transportation or any other municipal purposes, and that the City’s sale of the Vacation Property will not be detrimental to the public interest.

J. Tamara A. Miano, Esq., a reputable attorney practicing in Hamilton County, Ohio, at the request of the City has provided an Attorney’s Certificate of Title dated October 7, 2021, certifying that the City and the Zoo are the owners of all real property abutting the Vacation Property.

K. The City’s Real Estate Services Division has determined, by professional appraisal, that (i) the fair market value of the ROW Property, including the release of the ROW Easements is \$151,450, (ii) the fair market value of the Pedestrian Bridge Easement is \$9,823, however, the City is agreeable to convey the aforementioned interests in real property for \$0.00 because the City will receive economic and non-economic benefits from the Project that are anticipated to equal or exceed the fair market value of the ROW Property, the release of the ROW Easements, and the Pedestrian Bridge Easement because the Project will enhance vehicular and pedestrian safety and circulation around the Cincinnati Zoo and Botanical Garden, and provide additional off-street parking capacity for patrons visiting the Cincinnati Zoo and Botanical Garden, which will stimulate economic activity and growth in the Avondale neighborhood.

L. 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.

M. 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 Vacation Property and Pedestrian Bridge Easement because the City and the Zoo own all real property that abuts the Vacation Property, and as a practical matter no one other than an abutting property owner would have any use for the Vacation Property or the Pedestrian Bridge Easement.

N. The City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the City’s sale and vacation of the Vacation Property to the Zoo, the partial release of the ROW Easements, the dedication of the Dedication Property to public use, and the conveyance of the Pedestrian Bridge Easement at its meeting on September 17, 2021.

O. Execution of this Agreement was authorized by Ordinance No. [____]-2021 passed by Cincinnati City Council on [_____], 2021.

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. Closing.

(A) Purchase Price. Subject to the terms and conditions set forth herein, the City hereby agrees to convey the Vacation Property, release and terminate certain portions of the ROW Easements in substantially the form of Exhibit F (Form of Partial Release of ROW Easements) hereto (the “**Partial Release of ROW Easements**”), and convey the Pedestrian Bridge Easement to the Zoo, and the Zoo

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hereby agrees to accept the Vacation Property from the City. The purchase price of the transaction shall be \$0.00 (the "**Purchase Price**"). The Zoo acknowledges that it is familiar with the condition of the Vacation Property and, at the Closing (as defined below), the City shall convey the Vacation Property and the Pedestrian Bridge Easement to the Zoo in "as is" condition. The City makes no representations or warranties to the Zoo with respect to the condition of the Vacation Property and, from and after the Closing, the City shall have no liability of any kind to the Zoo for any defects, adverse environmental condition, or any other matters affecting the Vacation Property.

(B) Closing Date. Subject to the terms and conditions herein, the conveyance of the Vacation Property and Pedestrian Bridge Easement to the Zoo 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**").

(C) Closing Conditions. The Closing shall not occur unless and until the following conditions have been satisfied (the "**Closing Conditions**"); *provided, however*, that if the City, in its sole discretion, determines that one or more of the Closing 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 the Zoo or handle such Conditions post-Closing. The Zoo shall perform all work and investigations and shall obtain and prepare all necessary documents pertaining to the satisfaction of the Conditions, at no cost to the City. The City, in its sole discretion, may waive one or more of the Closing Conditions.

- (i) Inspections: The Zoo's approval (or waiver) of inspections of the Vacation Property, including without limitation environmental assessments and soil assessments, to the extent the Zoo, at its option, elects to obtain such inspections;
- (ii) Plats, Legal Descriptions, and Deeds: The Zoo shall have provided the City with all plats and legal descriptions as required by DOTE, the Department of City Planning and Engagement, and the Hamilton County Auditor, Engineer, and Recorder in connection with the City's sale of the Vacation Property, including a vacation plat and legal description of the Vacation Property and legal description of the property to be released from the ROW Easements agreement;
- (iii) Creation of Utility Easements: The conveyance of former public right-of-way is subject to Ohio Revised Code Section 723.041 such that any affected public utility shall be deemed to have a permanent easement in such vacated portion of former public right-of-way for the purpose of maintaining, operating, renewing, reconstructing, and removing said utility facilities and for purposes of access to said facilities. Prior to closing, the Zoo agrees to relocate any public utilities in such vacated portion of the public right-of-way to the satisfaction of the affected public utility at the Zoo's sole cost, or the City shall be obligated pursuant to Ohio Revised Code Section 723.041 to reserve blanket easements over all portions of vacated former public right-of-way.
- (iv) Coordinated Report Conditions (CR #4-2021 & CR #11-2021):

(a) DOTE:

1. *Approval of Site Plan & Zoo's execution of Traffic Signal Agreement*: DOTE shall have approved Zoo's site plan for the proposed Euclid Extension, and, if required by DOTE, Zoo shall execute a *Traffic Signal Agreement* at or prior to Closing, both as described in the City's Deed. All right-of-way shall be redefined with a curb, sidewalk, and/or drive approach at the Zoo's expense.

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2. *Street Opening Permit:* A DOTE Street Opening Permit is required for all work in the public right-of-way. All improvements in the public right-of-way shall be built to City standards, policies, and guidelines. All DOTE permit requirements shall be followed including that plan drawings be reviewed and approved by DOTE. The parties acknowledge that a DOTE Street Opening Permit is not required for work within vacated former public right-of-way.
3. *Environmental:* Zoo shall provide the City with a recent environmental assessment showing that the environmental condition of the Dedication Property is acceptable to the City. (The City acknowledges receipt of an environmental assessment prepared by Ecostratum, dated August ____, 2020, which has been reviewed and determined to be acceptable by the City's Office of Environment and Sustainability)
4. The Pedestrian Bridge shall be in accordance with the City's subdivision and Development Streets Manual, particularly Section 131.05, 243.01, and 243.02.
5. The Pedestrian Bridge shall comply with all ADA and City standards for pedestrian clearances and shall be at a minimum 16 feet over the roadway surface.
6. Relocation of all utilities necessary for construction of the Pedestrian Bridge shall be the responsibility of the Zoo.
7. The Zoo shall perform an annual structural inspection of the Pedestrian Bridge in accordance with the National Bridge Inspection Standards and the Ohio Department for Transportation Manual on Bridge Inspection. A copy of the report and inspection shall be filed with DOTE within 30 days of the inspection.

(b) MSDGC: The City, through the Metropolitan Sewer District of Greater Cincinnati ("**MSD**"), shall determine prior to the Closing whether the City's reservation of a utility easement is needed for existing sewer facilities located within the Vacation Property, and if so the easement shall be created in the City's Deed;

(c) Buildings and Inspections:

1. The Zoo shall obtain all necessary permits from the City's Department of Building and Inspections and DOTE.
2. Post-closing, the Zoo shall consolidate the parcels, as may be required by the Department of City Planning and Engagement prior to issuance of any building permits for the Pedestrian Bridge.

(D) Conveyance; Miscellaneous Closing Provisions. At the Closing, (i) the City shall convey the Vacation Property to the Zoo by a Quitclaim Deed in substantially the form of the attached Exhibit B (the "**Deed**"), convey the Pedestrian Bridge Easement in substantially the form of attached Exhibit C, and execute the Partial Release of ROW Easements. The Zoo shall pay all conveyance fees, transfer taxes, recording fees, title exam fees, title insurance premiums, settlement fees, and any and all other closing costs associated with the Closing such that the City shall not be required to come up with any funds for the Closing. There shall be no proration of real estate taxes and assessments at Closing with respect to the Vacation Property, and from and after the Closing, the Zoo shall pay all real estate taxes and assessments thereafter becoming due with respect to the Vacation Property. The Zoo hereby guarantees

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the payment of all taxes and assessments that are a lien on the Dedication Property on the date of acceptance. At 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. The City shall not however be required to execute a title affidavit at Closing. The provisions of this Agreement shall survive the City's execution and delivery of the Deed and shall not be deemed to have been merged therein. Pursuant to Section 301-20, Cincinnati Municipal Code, at Closing, the Zoo 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 the Zoo to the City.

(E) Contingencies; Parties' Right to Terminate. The Zoo shall bear all costs associated with satisfying the Closing Conditions. If, for any reason, either party opts not to move forward with the Closing because the Closing Conditions are not satisfied or because of their dissatisfaction with title (including without limitation any new easements, covenants and restrictions to be created as described herein), survey, environmental, or any other matters pertaining to the property interests being acquired by them, such party shall have the right to terminate this Agreement, effective immediately, by written notice to the other party, whereupon neither party shall thereafter have any further rights or obligations hereunder.

2. Improvements to Public Right-of-Way.

(A) Design and Construction of Improvements. The Zoo hereby agrees to design and construct an extension to Euclid Avenue, as depicted on Exhibit D hereto, in accordance with plans and specifications approved in writing by DOTE. Prior to the Closing, the Zoo shall (i) have dedicated the Dedication Property to public use by executing the Dedication Plat and (ii) have applied for the required permits from DOTE to improve the dedicated public right-of-way. The parties acknowledge and agree that upon completion of construction on the Euclid Avenue extension the City shall accept the extension of Euclid Avenue, subject to all approvals and warranties as required by DOTE, the City's Office of Environment and Sustainability, and the City Planning Commission, and subject to the passage by Cincinnati City Council of an ordinance to accept the Dedication Property. The Zoo acknowledges that, (i) if the Zoo does not construct the extension to Euclid Avenue in accordance with DOTE requirements, the City has no obligation to accept the dedication of the extension of Euclid Avenue as public right-of-way, and (ii) the City makes no guarantee that Cincinnati City Council will pass an ordinance to accept such dedication or improvements.

(B) Applicable Laws. The Zoo shall obtain, pay for and maintain all necessary street opening permits and other permits, licenses, and other governmental approvals and shall comply with all applicable federal, state and local laws, codes, ordinances and other governmental requirements applicable to the construction of the improvements, including without limitation those set forth on Exhibit G (Additional City Requirements) hereto. The City makes no representations or other assurances to the Zoo that the Zoo will be able to obtain whatever variances, permits or other approvals from the City's Department of Planning and Engagement, DOTE, other City departments, the City Planning Commission, or City Council that may be required in connection with the improvement of the public right-of-way.

(C) Reports and Inspections during Construction. During construction, the City, its employees and agents shall have the right at all reasonable times to inspect the progress of construction to determine whether the Zoo is complying with its obligations under this Agreement. If the City determines that the improvements are not substantially in accordance with the City-approved plans and specifications or other requirements of this Agreement, is not in compliance with all applicable laws, or is not performed in a good and workmanlike manner, the City shall have the right, in its reasonable judgment and after giving the Zoo reasonable prior written notice thereof, to stop such work and order its replacement at the Zoo's expense.

(D) Mechanics Liens. The Zoo shall not permit any mechanics' liens or other liens to be filed against the Dedication Property during construction. If a mechanics' lien shall at any time be filed, the

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Zoo shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record.

(E) Barricade Fees Payable to DOTE. The Zoo acknowledges that (i) it may be required to obtain a barricade permit and pay barricade fees to DOTE for the closure of any sidewalks and curb lanes of the adjacent streets if and when demolition or construction necessitates closing the adjoining streets or portions thereof, and (ii) with many entities competing for space on City streets, it is important that construction activities be limited to as little space and the shortest duration as possible and that all work be scheduled and performed to cause the least interruption to vehicular travel, bicyclists, pedestrians and businesses; therefore, DOTE shall have the right to evaluate the Zoo's need for a barricade throughout construction and, if at any time after consultation with the Zoo DOTE determines that a barricade is not needed, DOTE shall have the right to withdraw the permit.

3. Insurance; Indemnification.

(A) Insurance. Throughout construction, the Zoo shall maintain, or cause to be maintained, the following insurance: (i) Commercial General Liability insurance of at least \$1,000,000 per occurrence, combined single limit/\$2,000,000 aggregate, naming the City as an additional insured, (ii) builder's risk insurance in the amount of one-hundred percent (100%) of the value of the improvements constructed, (iii) worker's compensation insurance in such amount as required by law, (iv) all insurance as may be required by the Zoo's construction lenders, and (v) such other insurance as may be reasonably required by the City's Division of Risk Management prior to closing. The Zoo's insurance policies shall (a) be written in standard form by companies of recognized responsibility and credit reasonably acceptable to the City, that are authorized to do business in Ohio, and that have an A.M. Best rating of A VII or better, and (b) provide that they may not be canceled or modified without at least thirty (30) days prior written notice to the City.

(B) Waiver of Subrogation. The Zoo hereby waives all claims and rights of recovery, and on behalf of the Zoo's insurers, rights of subrogation, against the City, its employees, agents, contractors and subcontractors with respect to any and all damage to or loss of property that is covered or that would ordinarily be covered by the insurance required under this Agreement to be maintained by the Zoo, even if such loss or damage arises from the negligence of the City, its employees, agents, contractors or subcontractors; it being the agreement of the parties that the Zoo shall at all times protect against such loss or damage by maintaining adequate insurance.

(C) Indemnity. Notwithstanding anything in this Agreement to the contrary, as a material inducement to the City to enter into this Agreement, the Zoo shall defend, indemnify and hold the City, its officers, council members, employees and agents (collectively, the "Indemnified Parties") harmless from and against any and all actions, suits, claims, losses, costs (including without limitation attorneys fees), demands, judgments, liability and damages suffered or incurred by or asserted against the Indemnified Parties as a result of or arising from the acts of the Zoo, its agents, employees, contractors, subcontractors, licensees, invitees or anyone else acting at the request of the Zoo in connection with the Project.

4. Default; Remedies.

(A) Default. The occurrence of any of the following shall be an "event of default" under this Agreement:

(i) The failure of the Zoo to perform any obligation under this Agreement, and failure by the Zoo to correct such failure within thirty (30) days after the Zoo's receipt of written notice thereof from the City; *provided, however*, that if the nature of the default is such that it cannot reasonably be cured within 30 days, the Zoo shall not be in default so long as The Zoo commences to cure the default within such 30-day period and thereafter diligently completes such cure within a reasonable period of time (but not exceeding 90 days) after the Zoo's receipt of the City's initial notice of default. The foregoing

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notwithstanding, if the Zoo's failure to perform or observe any obligation, duty, or responsibility under this Agreement creates a dangerous condition or otherwise constitutes an emergency as determined by the City, an event of default shall be deemed to have occurred if the Zoo fails to take corrective action immediately upon discovering such dangerous condition or emergency; or

(ii) The dissolution of the Zoo, the filing of any bankruptcy or insolvency proceedings by the Zoo, or the making by the Zoo of an assignment for the benefit of creditors; or

(iii) The filing of any bankruptcy or insolvency proceedings against the Zoo, or the appointment of a receiver (temporary or permanent) for the Zoo, or the attachment of, levy upon, or seizure by legal process of any of the Zoo's property, that, in each such event, is not released within 60 days after the filing thereof.

(B) **Remedies.** Upon the occurrence of an event of default under this Agreement, the City shall be entitled to: (i) demand immediate repayment of all previously disbursed funds if this Agreement provides for City funding, (ii) terminate this Agreement by giving the Zoo written notice thereof, (iii) take such actions in the way of "self help" as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such default, all at the expense of the Zoo, and (iv) exercise any and all other rights and remedies under this Agreement or otherwise available at law or in equity. The Zoo shall be liable for all costs and damages, including without limitation attorneys' fees, suffered or incurred by the City as a result of a default of the Zoo under this Agreement or the City's enforcement or termination of this Agreement. The failure of the City to insist upon the strict performance of any covenant or duty or to pursue any remedy under this Agreement shall not constitute a waiver of the breach of such covenant or of such remedy.

5. Notices. All notices given by the parties hereunder shall be deemed given if personally delivered, or delivered by UPS, Federal Express or other recognized courier service, or mailed by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at their addresses below or at such other addresses as either party may designate by notice to the other party given in the manner prescribed herein. Notices shall be deemed given on the date of receipt.

To the City:

City of Cincinnati
Dept of Transportation & Engineering
801 Plum Street, 4th Floor
Cincinnati, OH 45202

To the Zoo:

Cincinnati Zoo Properties, LLC
3400 Vine Street
Cincinnati, Ohio 45220
Attn: _____

If The Zoo sends a notice to the City alleging that the City is in default under this Agreement, The Zoo shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, 801 Plum Street, Suite 214, Cincinnati, OH 45202.

6. Representations, Warranties, and Covenants. The Zoo makes the following representations, warranties and covenants to induce the City to enter into this Agreement:

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

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(iii) The execution, delivery and performance by the Zoo 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 the Zoo, or any mortgage, indenture, contract, agreement or other undertaking to which the Zoo is a party or which purports to be binding upon the Zoo or upon any of its assets, nor is the Zoo 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 the Zoo, threatened against or affecting the Zoo or any of its members, at law or in equity or before or by any governmental authority.

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

(vii) Neither the Zoo nor any of its affiliates owe any outstanding fines, penalties, judgments, water or other utility charges or other amounts to the City.

7. Reporting Requirements.

(A) Submission of Records and Reports; Records Retention. The Zoo shall collect, maintain, and furnish to the City upon the City's request such accounting, financial, business, administrative, operational and other reports, records, statements and information as may be requested by the City pertaining to the public right-of-way improvements, this Agreement, or the Zoo's involvement with the same, including, without limitation, audited financial statements, bank statements, income tax returns, information pertinent to the determination of finances of the public right-of-way improvements, and such reports and information as may be required for compliance with programs and projects funded by the City, Hamilton County, the State of Ohio, or any federal agency (collectively, "**Records and Reports**"). All Records and Reports compiled by the Zoo and furnished to the City shall be in such form as the City may from time to time require.

(B) City's Right to Inspect and Audit. During construction and for a reasonable period of time thereafter, the Zoo shall permit the City and its designees and auditors to have reasonable access to and to inspect and audit the Zoo's Records and Reports. In the event any such inspection or audit discloses a material discrepancy with information previously provided by the Zoo to the City, the Zoo shall reimburse the City for its out-of-pocket costs associated with such inspection or audit.

8. General Provisions.

(A) Assignment. The Zoo 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 in the City's sole discretion.

(B) Entire Agreement. This Agreement (including all exhibits) contain the entire agreement between the parties with respect to 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.

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(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 the Zoo agrees that venue in such court is proper. The Zoo 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 the Zoo 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.

(M) Conflict of Interest. 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 shall have any personal financial interest, direct or indirect, in the Zoo or in the Project, and the Zoo shall take appropriate steps to assure compliance.

9. Counterparts; E-Signature. This Agreement may be executed via electronic signature and in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

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

- Exhibit A (*Vacation Plat*)
- Exhibit B (*Quit Claim Deed – Vacation Property*)
- Exhibit C (*Pedestrian Bridge Easement*)
- Exhibit D (*Dedication Plat*)
- Exhibit E (*Dedication Property*)

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Exhibit F (*Form of Partial Release of ROW Easements*)
Exhibit G (*Additional City Requirements*)

[SIGNATURE PAGES FOLLOW]

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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: _____
Paula Boggs Muething, City Manager

Date: _____, 2021

Recommended by:

John S. Brazina, Director,
Department of Transportation & Engineering

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

[*The Zoo's Signature Page Follows*]

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CINCINNATI ZOO PROPERTIES, LLC,
an Ohio limited liability company

By: _____

Printed Name: _____

Title: _____

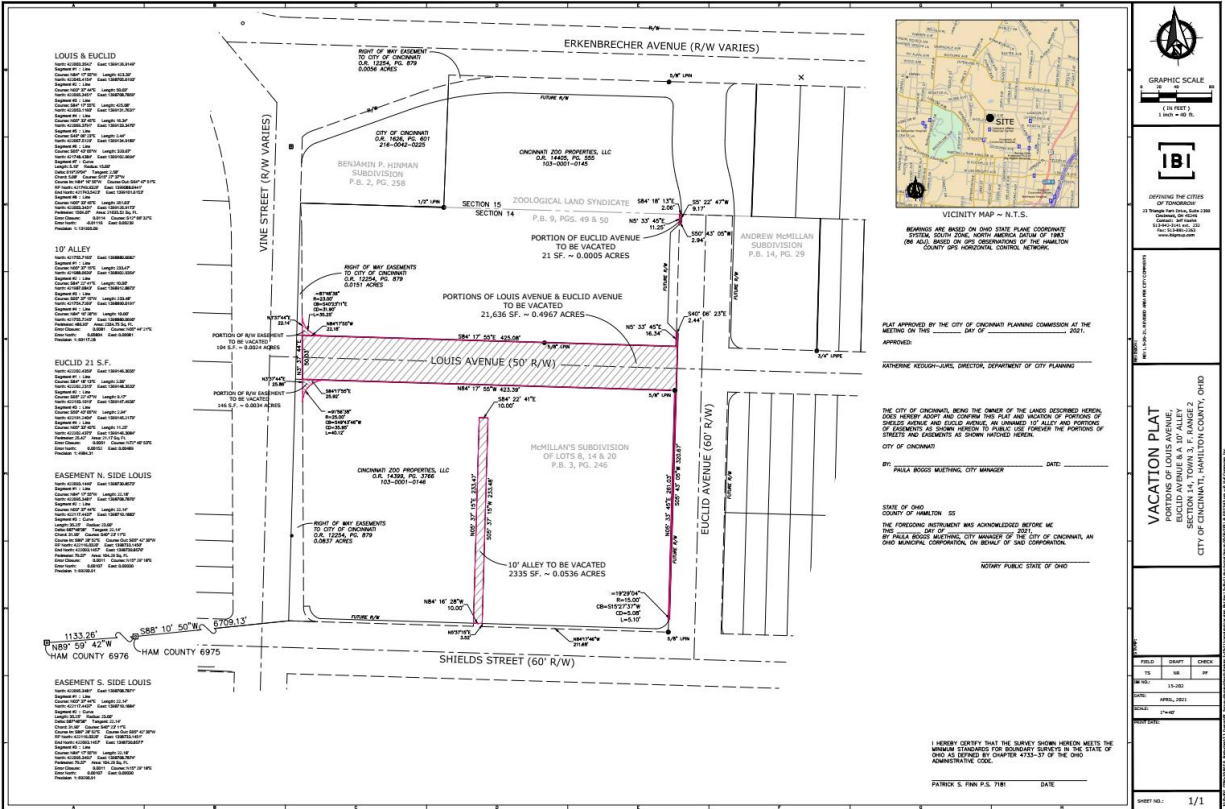
Date: _____, 2021

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Exhibit A

to Property Transfer Agreement

Vacation Plat



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Exhibit B

to Property Transfer Agreement

Quit Claim Deed – Vacation Property

[SPACE ABOVE FOR RECORDER'S USE]

QUIT CLAIM DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), for valuable consideration paid, hereby grants and conveys to **CINCINNATI ZOO PROPERTIES, LLC, an Ohio limited liability company**, the tax-mailing address of which is 3400 Vine Street, Cincinnati, OH 45220, Attn: Lori Voss ("**Grantee**"), all of the City's right, title and interest in and to the real property depicted on Exhibit A (*Vacation Plat*) and described on Exhibit B (*Legal Description*) hereto (the "**Property**").

Property Address: None (Portions of former public right-of-way designated as Louis Avenue, Vine Street, Euclid Avenue, and unnamed alley)
Auditor's Parcel ID Nos.: None
Prior instrument reference: None

Pursuant to Ohio Revised Code Chapter 723 and Ordinance No. [__]-2021, passed by Cincinnati City Council on [_____], 2021, the Property is hereby vacated as public right-of-way by the City.

Creation of Utility Easement. This conveyance is subject to R.C. Section 723.041 so that any affected public utility existing at the time of the conveyance shall be deemed to have a permanent easement in such vacated portions of Louis Avenue, Vine Street, Euclid Avenue, and unnamed alley for the purpose of maintaining, operating, renewing, reconstructing, and removing said utility facilities and for purposes of access to said facilities, unless and until such time as the public utility is re-located such that access to the public utility is no longer affected by the Property.

This conveyance was authorized by Ordinance No. __-2021, passed by Cincinnati City Council on _____, 2021.

[SIGNATURE PAGE FOLLOWS]

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Executed on _____, 2021.

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2021 by _____, the _____ of the City of Cincinnati, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public
My commission expires: _____

Approved by:

John S. Brazina, Director
Department of Transportation and Engineering

Approved as to Form:

Assistant City Solicitor

This instrument prepared by:

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

{00348156-4}

Exhibit A to Quitclaim Deed Vacation Plat

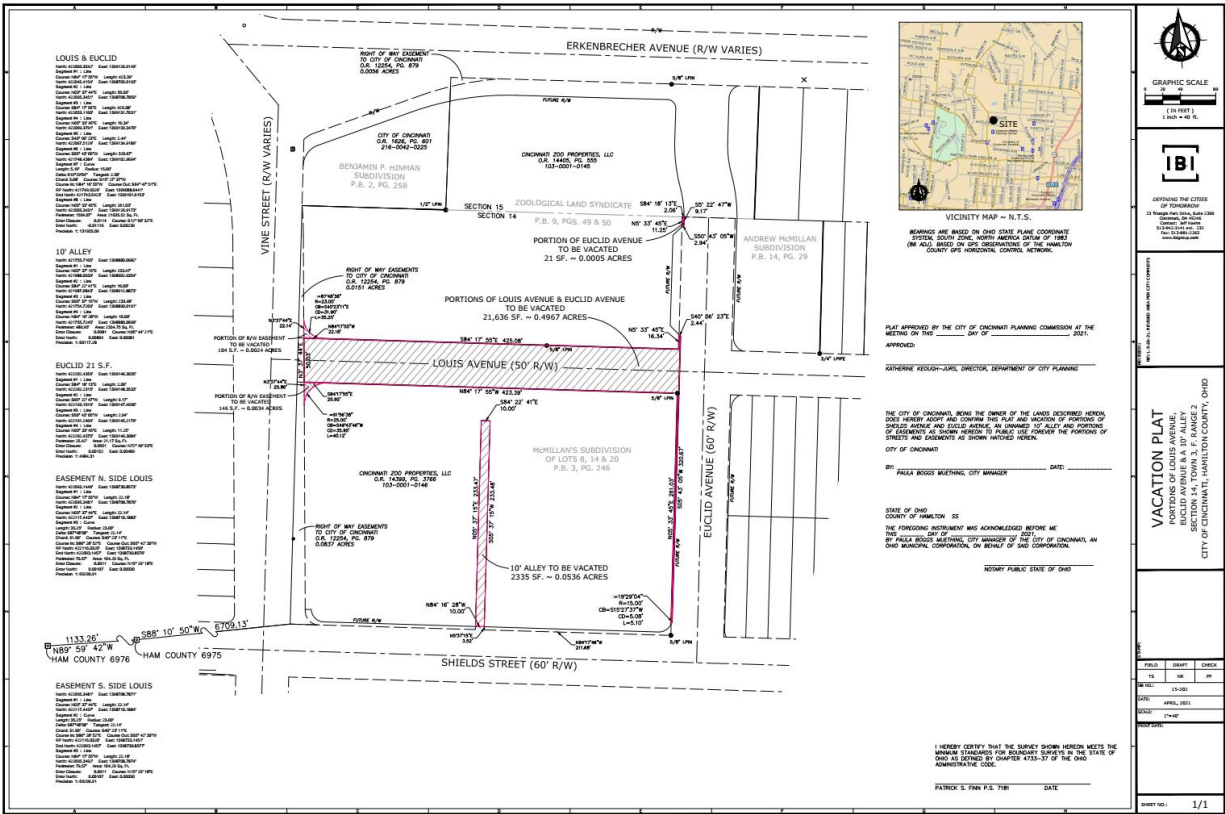


Exhibit B
to Quitclaim Deed

Legal Description

**PORTIONS OF LOUIS AVENUE &
EUCLID AVENUE VACATION**

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portions of Louis Avenue and Euclid Avenue to be vacated, originally platted by McMillan's Subdivision of Lots 8, 14 and 20, Plat Book 3, Page 246 and Zoological Land Syndicate, Plat Book 9, Page 49, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in an Iron Pin Found in the intersection of the existing southerly right of way line of Louis Avenue (50' R/W) and the westerly right of way line of Euclid Avenue (60' R/W), said Iron Pin being the TRUE POINT OF BEGINNING of the Vacation herein described; thence the following 8 courses:

1. In said southerly right of way of Louis Avenue, North 84° 17' 55" West, 423.39 feet to a point in the proposed easterly right of way line of Vine Street; thence
2. In said proposed easterly right of way line of Vine Street, North 03° 37' 44" East, 50.03 feet to a point in the northerly right of way line of Louis Avenue; thence
3. In said northerly right of way line of Louis Avenue, South 84° 17' 55" East, 425.08 feet to a point in the westerly right of way line of Euclid Avenue; thence
4. In said westerly right of way line of Euclid Avenue, North 05° 33' 45" East, 16.34 feet to a point; thence
5. Leaving said westerly right of way line of Euclid Avenue, South 40° 06' 23" East, 2.44 feet to the proposed westerly right of way line of Euclid Avenue; thence
6. In said proposed westerly right of way line of Euclid Avenue, South 05° 43' 05" West, 320.67 feet to a point; thence
7. In a curve to the right having a radius of 15.00 feet, a delta angle of 19° 29' 04" and an arc distance of 5.10 feet subtended by a chord which bears South 15° 27' 37" West, 5.08 feet to a point in the existing westerly right of way of Euclid Avenue; thence
8. In said existing westerly right of way of Euclid Avenue, North 05° 33' 45" East, 261.03 feet to the TRUE POINT OF BEGINNING of the Vacation herein described.

Containing 21,636 Sq.Ft. or 0.4967 acres.

Exhibit B (Cont.)
to Quitclaim Deed

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

PORTION OF EUCLID AVENUE VACATION

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of Euclid Avenue to be vacated, Euclid Avenue originally platted by Zoological Land Syndicate, Plat Book 9, Page 49, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in the northwesterly corner in the northerly terminus of Euclid Avenue (60' R/W) and being the TRUE POINT OF BEGINNING of the Vacation herein described; thence the following 4 courses:

1. In the northerly right of way of Euclid Avenue, South 84° 18' 13" East, 2.06 feet to a point in the proposed westerly right of way line of Euclid Avenue; thence
2. In said proposed westerly right of way line of Euclid Avenue, South 05° 22' 47" West, 9.17 feet; thence
3. Continuing in said proposed westerly right of way line of Euclid Avenue, South 50° 43' 05" West, 2.94 feet to a point in the existing westerly right of way of Euclid Avenue; thence
4. In said existing westerly right of way of Euclid Avenue, North 05° 33' 45" East, 11.25 feet to the TRUE POINT OF BEGINNING of the Vacation herein described.

Containing 21 Sq.Ft. or 0.0005 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

Exhibit B (Cont.)
to Quitclaim Deed

10' ALLEY VACATION

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of a 10' unnamed alley to be vacated, originally platted by McMillan's Subdivision of Lots 8, 14 and 20, Plat Book 3, Pages 49 and 50, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in an Iron Pin Found in the intersection of the existing northerly right of way line of Shields Street (60' R/W) and the westerly right of way line of Euclid Avenue (60' R/W), thence In said northerly right of way line of Shields Street, North 84° 17' 46" West, 211.68 feet to a point in the easterly right of way line of a 10' unnamed alley; thence In said easterly right of way line of a 10' unnamed alley, North 05° 37' 15" East, 3.52 feet to a point in the proposed northerly right of way of said Shields Street and being the TRUE POINT OF BEGINNING of the Vacation herein described; thence the following 4 courses:

1. In said proposed northerly right of way of Shields Street, North 84° 16' 28" West, 10.00 feet to a point in the westerly right of way line of said 10' alley; thence
2. In said westerly right of way line of the 10' alley, North 05° 37' 15" East, 233.47 feet to a point in the terminus of said 10' alley; thence
3. In the terminus of said 10' alley, South 84° 22' 41" East, 10.00 feet to a point in the easterly right of way line of said 10' alley; thence
4. In said easterly right of way line of the 10' unnamed alley, South 05° 37' 15" West, 233.48 feet to the TRUE POINT OF BEGINNING of the Vacation herein described.

Containing 2,335 Sq.Ft. or 0.0536 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

Exhibit B (Cont.)
to Quitclaim Deed

**PORTION OF RIGHT OF WAY EASEMENT VACATION
NORTHSIDE LOUIS AVENUE AT VINE STREET**

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of a Right of Way Easement as recorded in Official Record 12254, Page 879 to be vacated, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in an Iron Pin Found in the intersection of the existing southerly right of way line of Louis Avenue (50' R/W) and the westerly right of way line of Euclid Avenue (60' R/W); thence In said southerly right of way of Louis Avenue, North 84° 17' 55" West, 423.39 feet to a point in the easterly right of way line of Vine Street; thence

In said proposed easterly right of way line of Vine Street, North 03° 37' 44" East, 50.03 feet to a point in the northerly right of way line of Louis Avenue and being the TRUE POINT OF BEGINNING of the Easement Vacation herein described; thence the following 3 courses:

1. In said easterly right of way line of Vine Street, North 03° 37' 44" East, 22.14 feet to a point; thence
2. Leaving said easterly right of way line of Vine Street in a curve to the left having a radius of 23.00 feet, a delta angle of 87° 48' 38" and an arc distance of 35.25 feet subtended by a chord which bears South 40° 23' 11" East, 31.90 feet to a point in the northerly right of way line of Louis Avenue; thence
3. In said northerly right of way line of Louis Avenue, North 84° 17' 55" West, 22.18 feet to the TRUE POINT OF BEGINNING of the Easement Vacation herein described.

Containing 104 Sq.Ft. or 0.0024 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

Exhibit B (Cont.)
to Quitclaim Deed

**PORTION OF RIGHT OF WAY EASEMENT VACATION
SOUTHSIDE LOUIS AVENUE AT VINE STREET**

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of a Right of Way Easement as recorded in Official Record 12254, Page 879 to be vacated, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in an Iron Pin Found in the intersection of the existing southerly right of way line of Louis Avenue (50' R/W) and the westerly right of way line of Euclid Avenue (60' R/W); thence In said southerly right of way of Louis Avenue, North 84° 17' 55" West, 423.39 feet to the TRUE POINT OF BEGINNING of the Easement Vacation herein described; thence the following 3 courses:

1. In said southerly right of way of Louis Avenue, South 84° 17' 55" East, 25.92 feet to a point; thence
2. Leaving said southerly right of way of Louis Avenue in a curve to the left having a radius of 25.00 feet, a delta angle of 91° 56' 38" and an arc distance of 40.12 feet subtended by a chord which bears South 49° 43' 46" West, 35.95 feet to a point in the easterly right of way line of Vine Street; thence
3. In said easterly right of way line of Vine Street, North 03° 37' 44" East, 25.86 feet to the TRUE POINT OF BEGINNING of the Easement Vacation herein described.

Containing 146 Sq.Ft. or 0.0034 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

Exhibit C

to Property Transfer Agreement

Pedestrian Bridge Easement

----- space above for county recorder -----

Property: Cincinnati Zoo

GRANT OF EASEMENT

This Grant of Easement is made as of the Effective Date (as defined on the signature page hereof) by the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), in favor of **CINCINNATI ZOO PROPERTIES, LLC**, an Ohio limited liability company, the address of which is 3400 Vine Street, Cincinnati, Ohio 45220 ("**Grantee**").

Recitals:

A. By virtue of a deed recorded in Deed Book 1626, Page 601, Hamilton County, Ohio Records, The City owns certain real property commonly known as the Cincinnati Zoological and Botanical Garden, which is under the management and control of the Board of Park Commissioners (the "**Park Board**"), as more particularly described on Exhibit A (Legal Description) hereto (the "**Zoo Property**").

B. Pursuant to that certain *Contract* dated June 23, 1972, as amended, by and between the City and the Zoological Society of Cincinnati (the "**Zoo**") pertaining to the operation and maintenance of the Zoo Property, the Zoo operates and maintains the Zoo Property. The Zoo owns or otherwise controls Grantee.

C. The City owns the adjoining Erkenbrecher Avenue public right-of-way, which is under the management and control of the City's Department of Transportation and Engineering ("**DOT**").

D. Grantee seeks to reconstruct and expand a surface parking lot located partially on the Zoo Property and partially on adjacent property owned by Grantee to benefit the Cincinnati Zoo and Botanical Garden (the "**Project**"). As part of the Project, Grantee has petitioned the City to grant aerial easement rights over Erkenbrecher Avenue so that Grantee may construct, maintain, and operate a pedestrian bridge (the "**Improvements**") to facilitate pedestrian ingress and egress to and from said surface parking lot to the Cincinnati Zoo and Botanical Garden.

E. The City Manager, in consultation with the Park Board and DOTE, has determined that (i) granting the easement will not have an adverse effect on the City's retained interest in the Zoo Property, (ii) granting the easement will not have an adverse effect on the City's retained interest in the Erkenbrecher Avenue public right-of-way, and (iii) granting the easement will not have an adverse effect on the usability or accessibility of any existing Erkenbrecher Avenue public right-of-way facilities.

F. The City's Real Estate Services Division has determined that the approximate fair market value of the easement is \$9,823; however, the City is agreeable to grant the easement to Grantee for \$0 in consideration of the economic and noneconomic benefits that the City will receive from the from the

Project that are anticipated to equal or exceed the fair market value of the easement because it is anticipated that the Project will enhance pedestrian and traffic flow around the Cincinnati Zoo and Botanical Garden, providing pedestrian safety, adding additional off-street parking capacity for patrons visiting the Cincinnati Zoo and Botanical Garden, which is likely to stimulate economic growth and activity in the Avondale neighborhood.

G. The Park Board approved granting the easement at its meeting on [_____].

H. The City Planning Commission, having the authority to approve the change in use of City-owned property, approved the easement at its meeting on September 17, 2021.

I. Execution of this instrument was authorized by Ordinance No. [____]-[____], passed by Cincinnati City Council on [_____], 2021.

NOW THEREFORE, the City does hereby agree as follows:

1. **Grant of Easement.** The City does hereby grant to Grantee, on the terms and conditions set forth herein, the following easement rights: (i) a non-exclusive easement to construct, maintain, operate, repair, reconstruct, replace, and remove the Improvement on, under, over, and across portions of Erkenbrecher Avenue public right-of-way, as more particularly depicted on Exhibit B (Survey Plat) and described on Exhibit C (Legal Description –Easement Area) hereto; and (ii) a non-exclusive aerial encroachment easement to construct, maintain, operate, repair, reconstruct, replace, and remove the Improvement over and across those portions of the Erkenbrecher Avenue public right-of-way, as more particularly depicted on Exhibit B and described on Exhibit C hereto (the “**Pedestrian Bridge Easement**”, or the “**Pedestrian Bridge Easement Area**”, as applicable).

2. **Permitted Use; Utilities; Termination.**

(A) Permitted Use. Grantee, the Zoo and their agents, employees, invitees, licensees, and members of the general pedestrian public shall have the right to pass over and across the Improvements located within the Pedestrian Bridge Easement Area on foot or in wheelchair or similar ambulatory device to and from the Zoo Property and Grantee’s adjacent property (the “**Permitted Use**”). Grantee shall not use or permit the use of the Pedestrian Bridge Easement in any manner that is inconsistent with the rights granted herein or in a manner that impairs or unreasonably interferes with the rights of the City or others permitted by the City to the full use and enjoyment of the Permitted Use.

(B) Termination. Notwithstanding anything herein to the contrary, the Pedestrian Bridge Easement shall automatically terminate (i) upon any permanent alteration or elimination of the Improvements within the Pedestrian Bridge Easement Area such that the Pedestrian Bridge Easement would be rendered unnecessary; (ii) upon written notice from the City if the City determines that it needs the Pedestrian Bridge Easement Area or any portion thereof for a municipal purpose, including, without limitation to the implementation of Americans with Disabilities Act (“**ADA**”) regulations compliance or accessibility standards; or (iii) upon written notice from the City if the City determines that the Improvement is creating a public safety issue, such as noncompliance with ADA accessibility regulations, contributing to adverse impacts on the usability or accessibility of any public right-of-way facilities

3. **Construction; Alterations; Maintenance and Repairs; No Liens.**

(A) Construction. The Improvements shall be constructed and maintained in accordance with the plans and specifications approved by the Park Board and DOTE, and in accordance with applicable code standards.

(B) No Alterations. Once installed, Grantee shall not make any enlargements or other modifications to the Improvements without the prior written consent of the City.

(C) **Maintenance and Repairs.** Grantee, at no cost to the City, shall maintain the Improvements in a continuous state of good condition and repair, including, without limitation to, all usual and necessary maintenance and repairs related to use by members of the pedestrian public. Grantee acknowledges that there may be existing easements for utility lines and related facilities in the vicinity of the Pedestrian Bridge Easement ("**Third Party Utility Lines**"). In connection with Grantee's construction, maintenance, repair and use of the Improvements, Grantee shall not interfere with the access of utility companies to maintain and repair the Third Party Utility Lines and shall, at Grantee's expense, promptly repair any and all damage to Third Party Utility Lines caused by Grantee, its agents, employees, contractors, subcontractors, licensees or invitees. Any relocation of Third Party Utility Lines necessitated by Grantee's activities under this instrument shall be handled entirely at Grantee's expense. All activities undertaken by Grantee under this instrument shall be in compliance with all applicable codes, laws, and other governmental standards, policies, guidelines and requirements.

(D) **No Liens.** Grantee shall not permit any mechanics liens to attach to the Zoo Property in connection with work performed by or at the request of Grantee.

4. Insurance; Indemnification. In addition to whatever other insurance and bond requirements as the City may from time to time require, Grantee shall maintain a policy of Commercial General Liability insurance, with an insurance company reasonably acceptable to the City and naming the City and the Park Board as additional insureds, in an amount not less than \$1,000,000 per occurrence, combined single limit/\$2,000,000 aggregate, or in such greater amount as the City may from time to time require. Grantee shall furnish to the City a certificate of insurance evidencing such insurance upon the City's request and, in any event, prior to undertaking any construction activities within the Pedestrian Bridge Easement Area. Grantee hereby waives all claims and rights of recovery against the City, and on behalf of Grantee's insurers, rights of subrogation, in connection with any damage to the Improvements, no matter how caused. Grantee shall defend (with counsel reasonably acceptable to the City), indemnify, and hold the City and the Park Board harmless from and against any and all claims, actions, losses, costs (including without limitation reasonable attorney's fees), liability and damages suffered or incurred by, or asserted against, the City or Park Board in connection with Grantee's respective construction, maintenance, repair, use, or other matters associated with the Improvements.

5. Coordinated Report Conditions (CR #11-2021). The following additional conditions shall apply:

(A) **DOT:**

(i) The design and development of the Improvements shall be in accordance with the City of Cincinnati's Subdivision and Development Streets Manual, dated June 1, 2012, particularly Sections 131.05, 243.01 and 243.02.

(ii) The Improvements must maintain pedestrian clearances to meet city standards and ADA.

(iii) The Improvements shall provide a minimum clearance of 16 feet above the roadway surface.

(iv) Grantee shall perform an annual structural inspection of the Improvements in accordance with National Bridge Inspection Standards and the Ohio Department of Transportation Manual of Bridge Inspection. A copy of such report shall be filed with the City Department of Transportation within 30 days of the date of inspection.

(B) **MSD:**

(i) At the proposed location for the Bridge over Erkenbrecher Ave, exists an 18" vitrified clay sewer approximately 15 feet deep.

(ii) A MSDGC Excavation and Fill (E/F) permit as well as bond may be necessary for any pre-design, geotechnical activity, construction, construction traffic, earthwork, or any other construction activity at or near existing public sewers and depending on the final design of the concept provided with the permit application. Additional requirements will be established by the MSDGC E/F permit (such as verification and usage of existing or abandoned building services to the combined sewer through dye testing, pre- and post- construction CCTVing of existing public sewers, etc) and depending on the final plan and profiles with elevations and dimensions for permanent structures proposed such as the modular block wall system and foundation locations, column/pier/endcaps and foundation locations, with respect to existing sewers. Information and loading calculations will be needed for MSDGC review from the project to ensure no additional loads are exerted on existing sewers as the result of proposed structures. All requirements described in this paragraph shall be established by the MSDGC E/F Permit.

(C) GCWW: Within the existing Erkenbrecher Avenue public right-of-way there is an existing 12" public water main. The petitioner must contact OUPS to have the water main field located and marked in the field prior to construction. Any damage done to the existing 12" water main as a result of the construction of the Improvements must be repaired entirely at Grantee's expense and at no cost to the City.

(D) Cincinnati Bell: There are existing underground telephone facilities at this location. The existing facilities must remain in place, in service and able to be accessed. Any damage done to the facilities, or any work done to relocate the facilities as a result of this request will be handled entirely at the Grantee's expense.

6. Default. If Grantee, its successors-in-interest, or assigns fail to perform any maintenance, repair, or other work obligation as set forth herein, and fails to address the same to the satisfaction of the City within thirty (30) days after receiving written notice thereof from the City, the City shall have the right, but not the obligation, to perform such maintenance, repair, or other work, at their expense, payable within ten (10) days after receiving an invoice from the City evidencing the amount due. Grantee, its successors-in-interest, or assigns shall be liable to the City for the payment of such work.

7. Covenants Running with the Land. The provisions hereof shall run with the land and shall inure to the benefit of the City and Grantee, and be binding upon Grantee, and its successors-in-interest with respect to the Zoo Property and Grantee's adjacent property, which adjacent property is more particularly described on Exhibit D (Grantee's Adjacent Property) hereto.

8. Governing Law; Severability. This instrument shall be governed by and construed in accordance with the laws of the City of Cincinnati and the State of Ohio. If any provisions hereof are determined to be invalid or unenforceable by a court of law, the remainder of this instrument shall not be affected thereby, and all other provisions of this instrument shall be valid and enforceable to the fullest extent permitted by law.

9. Notices. All notices given hereunder shall be in writing and shall be sent by U.S. certified or registered mail, return receipt requested, or delivered by a recognized courier service, or by personal delivery, to the parties at their respective addresses set forth in the introductory paragraph hereof or such other address as either party may specify from time to time by notice given in the manner prescribed herein. All notices to the City shall be addressed to the Office of the City Manager, and a copy of each such notice shall simultaneously be delivered to: Cincinnati Park Board, 950 Eden Park Drive, Cincinnati, OH 45206. In the event of an alleged breach by the City of this instrument, a copy of each notice of breach shall simultaneously be delivered to the Office of the City Solicitor, 801 Plum Street, Room 214, Cincinnati, OH 45202.

10. Counterparts and Electronic Signatures. This instrument may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original. This instrument may be executed and delivered by electronic signature; any original signatures that are initially delivered electronically shall be physically delivered as soon as reasonably possible.

Acknowledged and agreed to by:

CINCINNATI ZOO PROPERTIES, LLC,
an Ohio limited liability company

By: _____

Printed name: _____

Title: _____

Date: _____, 2021

This instrument prepared by:

City of Cincinnati Law Department
801 Plum Street, 214
Cincinnati, OH 45202

EXHIBIT A
to
Grant of Easement

Legal Description - Zoo Property

PARCEL ONE.

Situate in the City of Cincinnati, County of Hamilton and State of Ohio, and more particularly described as follows, to-wit:

Being in Section 15, Township 3, Fractional Range 2 of the Miami Purchase, and being all of lots 47, 50, 51 and 54 of the Zoological Land Syndicate Subdivision, according to plat recorded in Plat Book 9, pages 49 and 50 of the Hamilton County records; said lots each fronting 50 feet on the easterly side of Vine Street and each extending back 125 feet in depth, being part of the premises conveyed to the grantor by Albert Fischer and Gustav Tafel, Receivers of the Zoological Society of Cincinnati, by deed recorded in Deed Book 831, page 523 of said records.

PARCEL TWO.

The west 15 feet of lot No. 65 of the said Zoological Land Syndicate Subdivision, being a strip of land fronting 15 feet on the north side of Erkenbrecher Avenue, running back northwardly 150 feet between parallel lines to the property hereinafter described as parcel number nine (9); being the said property conveyed to the grantor by deed from Sarah Terrell and husband, recorded in Deed Book 945, page 502 of said records.

PARCEL THREE.

A triangular portion of Lot No. 46 of the said Zoological Land Syndicate Subdivision described as follows: Beginning at a point on the dividing line between Lots 46 and 47 of said subdivision where the same is intersected by the easterly line of said subdivision, thence southwestwardly on said dividing line 16 feet; thence northwardly to a point in the easterly line of said lot No. 46 which is distant 15.42 feet, measured on said westerly line of said Lot No. 46, from the point of beginning; thence southeastwardly with said easterly line of said Lot No. 46, 15.42 feet to the place of beginning; being the same premises conveyed to the grantor by deed from Christine DeLaCroix and husband, recorded in Deed Book 1115, page 483 of said records.

EXHIBIT A (Cont.)

PARCEL FOUR.

All of lots 15, 21, 22 and 23 of Archibald Irwin's Subdivision as recorded in Deed Book 148, page 439 of the records of Hamilton County, Ohio; also lots Nos. 8 and 10 of said subdivision excepting therefrom a strip 48 feet in width at the west end of said lots heretofore sold and conveyed by deed recorded in Deed Book 508, page 485 of said records; the portion of said lots Nos. 8 and 10 hereby conveyed together fronting 239 feet on the west side of North Street as laid out on the plat of said subdivision and extending westwardly 150 feet; also lots Nos. 12 and 14, of said subdivision saving and excepting a parcel, commencing at the southwest corner of said lot No. 14 and extending northwardly therefrom upon the west line of said lot 30 feet, thence eastwardly on a line parallel to the south line of said lot 141 feet; thence southwardly on a line parallel to the west line of said lot 30 feet; thence westwardly along the south line of said lot 141 feet to the place of beginning, being the property heretofore sold and conveyed to one A. Pfeiffer, said lots 12 and 14 hereby conveyed together fronting 239 feet on the west side of North Street by 239 feet on the south side of West Street saving and excepting said lot 30 by 141 feet hereinabove described; also the east end of lots Nos. 11 and 13 in said subdivision commencing at the northeast corner of said Lot No. 11 on West Street and extending westwardly along the south line of West Street 9 feet; thence southwardly at right angles to West Street 209 feet; thence eastwardly on a line parallel to the south line of West Street 9 feet, thence northwardly along the east line of lots Numbers 11 and 13, 209 feet to the south line of West Street to the place of beginning; Also all property adjacent to said lots 8, 10, 12, 14, 15, 16, 17, 19, 20, 21, 22 and 23 of said subdivision that was formerly contained within the limits of North Street and West Street as laid out on the recorded plat of said subdivision insofar as said streets abutted on the property herein conveyed; said parts of said streets having been vacated by the City of Cincinnati by ordinance passed by the Council thereof on May 21, 1906. Said property referred to as Parcel 4, having been conveyed to the grantor by three deeds, one from Hulda Stallo, et al., dated April 8, 1907, recorded in Deed Book 977, page 22; one from the Humboldt Lodge No. 274 Independent Order of Odd Fellows, dated June 29, 1905, recorded in Deed Book 940, page 8 of said records; and one from Jacob Niemeyer, et al. dated June 30, 1905, and recorded in Deed Book 923, page 5 of said records.

EXHIBIT A (Cont.)

PARCEL FIVE.

All of lots 191, 192, 193 and 194 of the Mt. Auburn and Avondale Syndicate Subdivision as shown on plat recorded in Plat Book 8, page 44 of said records, excepting a strip 60 feet wide off the east side of said lots conveyed to the City of Cincinnati by deed from the grantor herein recorded in Deed Book 1022, page 371 of said records. 113

PARCEL SIX.

That lot of land beginning in the center of Forest Avenue, at the northeast corner of lot No. 17, of B.P. Hinman's Subdivision as recorded in Plat Book 2, page 258 of said records; thence west along the center of said Forest Avenue 280 feet more or less to the east line of what was formerly the right of way of the Spring Grove, Avondale and Cincinnati Railway Company; thence southeastwardly along the east line of said right of way 465 feet more or less to the east line of said lot No. 17 aforesaid, thence north along the east line of said lot No. 17 to the place of beginning, containing 1.44 acres of land more or less 112

and being the same property conveyed to the grantor by Thomas Evans and wife by deed dated June 8, 1903, and recorded in Deed Book 889, page 627 of said records.

PARCEL SEVEN.

Beginning at the southwest corner of Forest Avenue and Dury (formerly Western) Avenue as dedicated by Harrison D. Durrell, et al. by deed dated December 2, 1896; thence north 87 degrees, 39 minutes west along the south line of Forest Avenue 135.10 feet more or less to the east line of Lot No. 17 of B.P. Hinman's Subdivision, thence southwardly along the east line of said lot No. 17, four hundred and nineteen and 87/100 (419.87) feet more or less to the northwest corner of lot 194 of the Mt. Auburn and Avondale Syndicate Subdivision, thence along the northern boundary of said lot 194, south 47 degrees, 55 minutes east 98.18 feet, thence southeastwardly by a curve 1019.80 feet radius, 88.26 feet to the west line of Dury Avenue, thence north one degree, 36 minutes east along the west line of said Dury Avenue, 530.95 feet to the place of beginning, excepting a strip 60 feet wide off the east side of the property so described, conveyed to the City of Cincinnati by the grantor by deed recorded in Deed Book 1022, page 391 of said records; being the same property, less said exception, conveyed to the grantor by five deeds, one from Richard T. Durrell and wife, dated May 23, 1903, and recorded in Deed Book 889, 216 115

EXHIBIT A (Cont.)

PARCEL NINE.

Beginning in the south line of Section 15, Township 3, Fractional Range 2 of the Miami Purchase, at the southwest corner of the first tract described in a deed from John Hauck to Marmet, et al., recorded in Book 628, page 181, of Hamilton County Records; thence along said Section line north 88 degrees, 30 minutes west 545 feet to the southwest corner of a strip of land conveyed by Thomas French to William Wilshire, et al. by deed recorded in Book 448, page 469 Hamilton County records; thence with the west line of said strip north 23 degrees, 59 minutes west 143.38 feet, more or less to the southwest corner of the second described tract in the deed from John Hauck to said Marmet, et al., thence north 50 degrees east, 300 and 42/100 feet; thence north 40 degrees west, 25 feet; thence north 50 degrees east, 155 feet; thence north 40 degrees, west

864.74 feet; thence north 2 degrees, 6 minutes east 669.38 feet along the east boundary line of lots 8 and 9 of the Zoological Land Syndicate Subdivision and the east boundary line of premises formerly owned by Louise Knabe and the east line of the Moessinger and Hoffmann Subdivision, a plat of which is recorded in Plat Book 4, page 305 Hamilton County Records; thence south 88 degrees, 30 minutes east 1187 feet more or less to a point in the center of Forest Avenue, which is the northwest corner of the third described tract in the deed from John Hauck to said Marmet, et al., and in the east line of what was formerly the right of way of the Spring Grove, Avondale and Cincinnati Railway Company; thence south-eastwardly along the right of way of said railroad 465 feet more or less to the southeast corner of said third described tract; thence south 2 degrees, 6 minutes west 1044 feet, more or less to the northeast corner of the tract first described in the deed of John Hauck to Marmet, et al., thence with the line of the same north 88 degrees, 30 minutes west 600 feet; thence south 2 degrees, 6 minutes west, 360 feet to the place of beginning, containing forty-five (45) acres more or less, and being parts of Lots One (1), Five (5), Six (6), Seven (7), Nine (9), Ten (10), Eleven (11), Twelve (12), Seventeen (17), Nineteen (19), and Twenty (20) and all of lots Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16) and Eighteen (18) of B.P. Hinman's Subdivision, as recorded in Plat Book No. 2, page 258 of the Hamilton County Records.

EXHIBIT A (Cont.)

The foregoing tract of land being part of the premises conveyed to the grantor by the deed from Albert Fischer and Gustav Tafel, Receivers of the Zoological Society of Cincinnati, recorded in Deed Book 831, page 523, of the Hamilton County Records, subject, however, to all rights of the City of Cincinnati in Vine Street, Erkenbrecher Avenue and Forest Avenue included therein, and including a triangular lot acquired by the City of Cincinnati for widening the intersection of the east line of Vine Street with the south line of Erkenbrecher Avenue.

PARCEL TEN.

Beginning at the southwest corner of Forest and Dury Avenues; thence south on the west line of Dury Avenue 150 feet to a point; thence west parallel to the south line of Forest Avenue 60 feet to a point; thence north parallel to the west line of Dury Avenue to the south line of Forest Avenue; thence east on the south line of Forest Avenue to the place of beginning, excepting therefrom a triangular parcel of land at the southwest corner of Dury and Forest Avenues described as follows:

Beginning at a point in the south line of Forest Avenue 60 feet west of the southwest corner of Dury and Forest Avenue; thence eastwardly 60 feet to the southwest corner of Dury Avenue and Forest Avenues; thence southwardly

572 along the west line of Dury Avenue 60 feet to a point, and from said point northwestwardly to the place of beginning.

PARCEL ELEVEN.

Situate in the City of Cincinnati, County of Hamilton and State of Ohio, and in Section 15, Town 3, Fractional Range 2 of the Miami Purchase, and being also part of Lots 191, 192 and 193 of the Mt. Auburn and Avondale Syndicate Subdivision as recorded in Plat Book 8, Volume 1, page 44 of the plat records of Hamilton County, Ohio, and bounded as follows:

Beginning at a point in the west line of Dury Avenue which is the southeast corner of said Lot 191; thence north along the west line of Dury Avenue to a point 150 feet south of the southwest corner of Dury Avenue and Forest Avenue; thence west parallel to the south line of Forest Avenue 60 feet to a point; thence south parallel to the west line of Dury Avenue to a point in the south line of said lot 191; thence east on the south line of said lot 191 to the place of beginning.

EXHIBIT A (Cont.)

PARCEL TWELVE.

Situate in the City of Cincinnati, Hamilton County, Ohio, and being part of Section 15, Township 3, Fractional Range 2 of the Miami Purchase and further described as follows:

Being all of lots One hundred and Eighty-Two (182), One hundred and eighty-three (183) and One Hundred and eighty-four (184) of the Mt. Auburn and Avondale Syndicate Subdivision made by Robert Allison, et al., Trustee, as shown by the plat of said Subdivision recorded in Plat Book 8, No. 1, page 44 in the Recorder's Office of Hamilton County, Ohio.

Excepting from the above described parcels of real estate the following described property:

Beginning at a point at the intersection of the east line of Beldare Avenue (formerly Belvedere) with the south line of what was formerly West Street, now vacated by Ordinance of the City of Cincinnati, No. 1403-1906; thence southwardly along the east line of Beldare Avenue (formerly Belvedere) a distance of 208.60 feet; thence eastwardly parallel to West Street a distance of 150.65 feet; thence northwardly parallel to Beldare Avenue (formerly Belvedere) a distance of 208.60 feet to a point in the south line of West Street; thence westwardly along the south line of West Street a distance of 150.65 feet to the place of beginning; being part of lots Numbers twelve (12) and fourteen (14) of Archibald Irwin's Subdivision, as recorded in Deed Book 148, page 440 of the records of Hamilton County, Ohio. Also an easement from Beldare Avenue (formerly Belvedere) running through West Street, now vacated, to a point 150 feet east of the east line of Beldare Avenue (formerly Belvedere) for the purpose of giving Henry Allendorf, his heirs and assigns access to garages all as set forth in the deed from the Central Trust Company, grantor therein to Henry Allendorf, dated May 9, 1928, and recorded in Deed Book 1459, page 551 of the records of Hamilton County, Ohio.

Excepting further the following described property:

Beginning at a point in the north line of Erkenbrecher Avenue which point is seven hundred and forty-eight and ninety-five hundredths (748.95) feet more or less west of Dury Avenue as measured along the north line of Erkenbrecher Avenue and which point is in the west line of lot 55 of Zoological Land Syndicate Subdivision and which point is also in the east line of the grantor's land; thence north eighty-eight degrees, thirty-seven minutes (88°37') west along said north line of Erkenbrecher Avenue one hundred eighty-two and eighty-seven hundredths (182.87) feet; thence on a curved line having a

EXHIBIT A (Cont.)

radius of one hundred and twenty five (125.0) feet and deflecting to the right forty-eight degrees thirty-seven minutes ($48^{\circ}37'$) one hundred and five and sixty-six hundredths (105.66) feet to the northeasterly line of Vine Street; thence north forty degrees (40°) west along said line of Vine Street three hundred and thirty-three and nineteen hundredths (333.19) feet to a point twenty (20.0) feet distant from the west line of the grantor's land as measured along the northeast line of Vine Street; thence north fifty degrees (50°) east and parallel with the said grantor's west line ten (10.0) feet; thence south forty degrees (40°) east three hundred and thirty-three and nineteen hundredths (333.19) feet; thence on a curved line having a radius of one hundred and fifteen (115.0) feet and deflecting to the left forty-eight degrees and thirty-seven minutes ($48^{\circ}37'$) ninety-seven and twenty hundredths (97.20) feet; thence south eighty-eight degrees thirty-seven minutes east one hundred eighty-two and ninety-seven hundredths (182.97) feet (S $88^{\circ} 37'$ E 182.97) to the east line of grantor's land; thence south two degrees west ten feet (S 2° W 10) to the place of beginning, being a part of Lots 9, 10 and 11 Hinman's Subdivision as recorded in Plat Book 2, page 258 and part of lots 47, 50, 51 and 54 of The Zoological Land Syndicate Subdivision as recorded in Plat Book 9, page 49, Hamilton County Records and containing one hundred and forty-two thousandths (0.142) acres; also an easement for slopes two (2) feet in width for each foot in elevation above or below the curb grade of Erkenbrecher Avenue and Vine Street adjoining to the north, the entire length of the ten (10) foot strip as described above, being the same premises heretofore conveyed by deed dated March 31, 1931, and recorded in Deed Book 1575, page 58, of the records of Hamilton County, Ohio.

Excepting further the following, being an easement for loop purposes granted to The Cincinnati Street Railway Company, on the following described property:

Beginning at a point ten (10) feet north of the northeast line of Vine Street as measured along a line running parallel with and twenty (20) feet east from the west line of Lot 47 of Zoological Land Syndicate Subdivision, recorded in Plat Book 9, page 49, Hamilton County Recorder's Office; thence north fifty degrees (50°) east parallel with said west line of lot 47, ninety (90) feet; thence south forty degrees east eighty feet (S 40° E 80') thence due south one hundred and forty (140) feet to a point ten (10) feet north Fifty (50°) degrees east of Vine Street; thence north forty degrees (40°) west parallel with Vine Street one hundred and eighty-seven and twenty-six hundredths (187.26) feet to the place of beginning, being a part of lots 47, 50, 51 and 54 of the Zoological Land Syndicate Subdivision and a part of Lot 11 of B. P. Hinman's Subdivision, and containing two hundred and seventy-seven thousandths (0.277) acres, and being the same premises heretofore conveyed by deed dated March 30, 1931, and recorded in Deed Book 1572, page 318 of the records of Hamilton County, Ohio.

EXHIBIT C
to
Grant of Easement

Legal Description-Easement Area

PEDESTRIAN BRIDGE GROUND ENCROACHMENT EASEMENT IN ERKENBRECHER AVENUE R/W

Situate in Section 15, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a Pedestrian Bridge Ground Encroachment Easement in Erkenbrecher Avenue right of way, approximately 190 feet east of Vine Street, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a 5/8" Iron Pin Found in the southeasterly corner of a parcel conveyed to City of Cincinnati by deed recorded in Official Record 1626, Page 601, said Iron Pin also being the southwesterly corner of a parcel conveyed to Cincinnati Zoo Properties, LLC by deed recorded in Official Record 14405, Page 555; thence

In the line common to City of Cincinnati and Cincinnati Zoo Properties, LLC, North 06° 13' 54" East, 123.21 feet to a point in the southerly right of way line of Erkenbrecher Avenue as dedicated in 2021; thence

In said southerly right of way line of Erkenbrecher Avenue in a curve to the right having a radius of 325.00 feet, a delta angle of 02° 26' 08" and an arc length of 13.82 feet subtended by a chord which bears North 83° 28' 22" East, 13.81 feet to a point; thence

Leaving said southerly right of way line of Erkenbrecher Avenue, North 10° 38' 19" West, 87.66 feet to a point in the northerly right of way line of Erkenbrecher Avenue; thence

In said northerly right of way line of Erkenbrecher Avenue, South 84° 17' 17" East, 5.95 feet to a point being the TRUE POINT OF BEGINNING of this Ground Encroachment Easement herein described; thence the following 3 courses:

1. Leaving said northerly right of way line of Erkenbrecher Avenue; South 79° 21' 41" West, 36.15 feet to a point; thence
2. In a curve to the right having a radius of 16.02 feet, a delta angle of 83° 55' 44" and an arc length of 23.46 feet subtended by a chord which bears North 55° 55' 19" West, 21.42 feet to a point in said northerly right of way line of Erkenbrecher Avenue; thence
3. In said northerly right of way line of Erkenbrecher Avenue, South 84° 17' 17" East, 53.54 feet to the TRUE POINT OF BEGINNING of this Ground Encroachment Easement herein described.

Containing 333 S.F. or 0.0075 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2021.

EXHIBIT C (Cont.)
to Grant of Easement

PEDESTRIAN BRIDGE AERIAL EASEMENT OVER ERKENBRECHER AVENUE

Situate in Section 15, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a Pedestrian Bridge Aerial Easement over Erkenbrecher Avenue approximately 190 feet east of Vine Street, the bottom of said easement being 16.00 feet above the highest pavement elevation of said Erkenbrecher Avenue and being at elevation 729.74 (Vertical Datum NAVD29), all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a 5/8" Iron Pin Found in the southeasterly corner of a parcel conveyed to City of Cincinnati by deed recorded in Official Record 1626, Page 601, said Iron Pin also being the southwesterly corner of a parcel conveyed to Cincinnati Zoo Properties, LLC by deed recorded in Official Record 14405, Page 555; thence

In the line common to City of Cincinnati and Cincinnati Zoo Properties, LLC, North 06° 13' 54" East, 123.21 feet to a point in the southerly right of way line of Erkenbrecher Avenue as dedicated in 2021, said point being at said elevation 729.74 (Vertical Datum NAVD29) and being the TRUE POINT OF BEGINNING of this Aerial Easement herein described; thence the following 5 courses:

1. In said southerly right of way line of Erkenbrecher Avenue in a curve to the left having a radius of 325.00 feet, a delta angle of 02° 30' 30" and an arc length of 14.23 feet subtended by a chord which bears South 81° 00' 03" West, 14.23 feet to a point; thence
2. Leaving said southerly right of way line of Erkenbrecher Avenue, North 10° 38' 19" West, 94.48 feet to a point in the northerly right of way line of Erkenbrecher Avenue; thence
3. In said northerly right of way line of Erkenbrecher Avenue, South 84° 17' 17" East, 29.18 feet to a point; thence
4. Leaving said northerly right of way line of Erkenbrecher Avenue, South 10° 38' 19" East, 87.66 feet to a point in said southerly right of way line of Erkenbrecher Avenue; thence
5. In said southerly right of way line of Erkenbrecher Avenue in a curve to the left having a radius of 325.00 feet, a delta angle of 02° 26' 08" and an arc length of 13.82 feet subtended by a chord which bears South 83° 28' 22" West, 13.81 feet to the TRUE POINT OF BEGINNING of this Aerial Easement herein described.

Aerial Easement Horizontal Area = 2,544 S.F. or 0.0584 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2021.

EXHIBIT D
to Grant of Easement

Grantee's Adjacent Property

Tract I:

Situate in Sections 14 and 15, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a Consolidation of parcels conveyed to Cincinnati Zoo Properties, LLC by deeds recorded in:

Zoological Land Syndicate, Plat Book 9, Pages 49 and 50, Section 14, Lots 79 thru 87:

O.R. 12785, Page 1624 (103-0001-0007)	O.R. 12815, Page 1306 (103-0001-0135)
O.R. 12643, Page 637 (103-0001-0006)	O.R. 12711, Page 2254 (103-0001-0005)
O.R. 13168, Page 1269 (103-0001-0004)	O.R. 13213, Page 2797 (103-0001-0003)
O.R. 12564, Page 1013 (103-0001-0002)	O.R. 12492, Page 1282 (103-0001-0137)
O.R. 14002, Page 531 (103-0001-0139)	O.R. 12492, Page 1282 (103-0001-0001)

Zoological Land Syndicate, Plat Book 9, Pages 49 and 50, Section 15, Lots 72 thru 78:

O.R. 12106, Page 1529 (216-0042-0164)	O.R. 12590, Page 600 (216-0042-0165)
O.R. 14364, Page 2796 (216-0042-0166)	O.R. 13137, Page 1496 (216-0042-0167)
O.R. 13485, Page 2290 (216-0042-0168)	O.R. 13778, Page 1222 (216-0042-0169)
O.R. 12492, Page 1282 (216-0042-0170)	

Andrew McMillan's Subdivision, Plat Book 14, Page 29, Section 14, Lots 25 thru 28:

O.R. 12614, Page 502 (104-0003-0048)

All references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a 1/2" Iron Pin Found in the southwesterly corner of said Lot 78 of Zoological Land Syndicate and being a corner common to a parcel conveyed to City of Cincinnati by deed recorded in O.R. 1626, Page 601, said Iron Pin being the TRUE POINT OF BEGINNING of the Consolidation Parcel herein described; thence the following 12 courses:

1. In the line common to said City of Cincinnati, North 06° 13' 54" East, passing an Iron Pin Set at 139.92 feet in the southerly right of way line of Erkenbrecher Avenue, 150.26 feet to a point offset 10.34 feet south by said Iron Pin Set; thence
2. South 84° 17' 17" East, passing an Iron Pin Set at 50.00 feet in said southerly right of way line of Erkenbrecher Avenue, 350.00 feet to an Iron Pin Set in a corner common to a parcel conveyed to 43 Erkenbrecher LLC by deed recorded in O.R. 13894, Page 946; thence
3. Leaving said southerly right of way line of Erkenbrecher Avenue and in the line common to said 43 Erkenbrecher LLC, South 06° 13' 54" West, 150.17 feet to an Iron Pin Set; thence

EXHIBIT D (Cont.)
to Grant of Easement

4. Continuing in said line common to 43 Erkenbrecher LLC, South 84° 18' 13" East, 78.27 feet to an Iron Pin Set in a corner common to a parcel conveyed to Ali and Haseena Sarvath by deed recorded in O.R. 9358, Page 1823; thence
5. In the line common to said Sarvath, South 05° 33' 45" West, 150.04 feet to an Iron Pin Found in the northerly right of way line of Louis Avenue; thence
6. In said northerly right of way line of Louis Avenue, North 84° 17' 55" West, 100.00 feet to an Iron Pin Set in the easterly right of way line of Euclid Avenue; thence
7. In said easterly right of way line of Euclid Avenue, North 05° 33' 45" East, 150.03 feet to an Iron Pin Set in the terminus of said Euclid Avenue; thence
8. In said terminus of Euclid Avenue, North 84° 18' 13" West, 60.00 feet to an Iron Pin Set in the westerly right of way of Euclid Avenue; thence
9. In said westerly right of way of Euclid Avenue, South 05° 33' 45" West, 150.02 feet to an Iron Pin Set in said northerly right of way line of Louis Avenue; thence
10. In said northerly right of way line of Louis Avenue, North 84° 17' 55" West, passing an Iron Pin Set at 402.90 in the easterly right of way of Vine Street, 431.36 feet to a point in the southwesterly corner of said Lot 81, said point being offset from said Iron Pin Set 28.46 feet west; thence
11. In the westerly line of said Zoological Land Syndicate, North 05° 37' 15" East, 150.00 feet to a point being a corner common to said City of Cincinnati parcel, said point being offset 0.18 feet west from Iron Pin Set described in next course; thence
12. In the line common to said City of Cincinnati, South 84° 17' 55" East, passing an Iron Pin Set at 0.18 feet in said westerly right of way line of Vine Street, 162.94 feet to the TRUE POINT OF BEGINNING of the Consolidation Parcel herein described.

Containing 3.0365 acres of which 1.8296 acres lie in Section 14 and 1.2069 acres lie in Section 15. 0.0207 acres lie within the right of ways of Vine Street and Erkenbrecher Avenue.

Being subject to Right of Way Easements granted to the City of Cincinnati along the east side of Vine Street and the south side of Erkenbrecher by O.R. 12254, Pg. 879.

EXHIBIT D (Cont.)
to Grant of Easement

Tract II:

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a Consolidation of parcels conveyed to Cincinnati Zoo Properties, LLC by deeds recorded in O.R. 12785, Page 1648 (103-0001-0010) and O.R. 12785, Page 1630 (103-0001-0012), said deeds include Lots 9 thru 18, 88 and 89 of the McMillan's Subdivision of Lots 8, 14 and 20 as recorded in Plat Book 3, Page 248, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a 5/8" Iron Pin Found in the southeasterly corner of said Lot 18 and being in the intersection of the northerly right of way line of Shields Street (60' R/W) and the westerly right of way line of Euclid Avenue (60' R/W), said 5/8" Iron Pin being the TRUE POINT OF BEGINNING of the Consolidation Parcel herein described; thence the following 8 courses:

1. In said northerly right of way line of Shields Street, North 84° 17' 46" West, 211.68 feet to an Iron Pin Set in the southwesterly corner of said Lot 18 and in the easterly right of way line of a 10' unnamed alley; thence
2. In said easterly right of way line of a 10' unnamed alley, North 05° 37' 15" East, 237.01 feet to an Iron Pin Set in the terminus of said 10' alley; thence
3. In the terminus of said 10' alley, North 84° 22' 41" West, 10.00 feet to an Iron Pin Set in the westerly right of way line of said 10' alley; thence
4. In the westerly right of way line of said 10' alley, South 05° 37' 15" West, 236.99 feet to an Iron Pin Set in the southeasterly corner of Lot 13 and in said northerly right of way line of Shields Street; thence
5. In said northerly right of way line of Shields Street, North 84° 17' 46" West, passing an Iron Pin Set at 179.38 feet in the easterly right of way line of Vine Street, 210.00 feet to a point in the southwesterly corner of said Lot 13, said point being offset from said Iron Pin Set 30.62 feet west; thence
6. In the westerly line of said McMillan's Subdivision of Lots 8, 14 and 20, North 05° 37' 15" East, 274.45 feet to a point in the northwesterly corner of said Lot 89 and in the southerly right of way line of Louis Avenue (50' R/W), said point being offset from Iron Pin Set as described in the following call, 33.94 feet west; thence
7. In said southerly right of way line of Louis Avenue, South 84° 17' 55" East, passing an Iron Pin Set at 33.94 in said easterly right of way line of Vine Street, 431.41 feet to a

5/8" Iron Pin Found in the northeasterly corner of said Lot 88 and in said westerly right of way of Euclid Avenue; thence
8. In said westerly right of way line of Euclid Avenue, South 05° 33' 45" West, 274.47 feet to the TRUE POINT OF BEGINNING of the Consolidation Parcel herein described.

Containing 2.6647 acres of which 0.0837 acres lies within the right of way of Vine Street.

Being subject to Right of Way Easements granted to the City of Cincinnati along the east side of Vine Street by O.R. 12254, Pg. 879.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983 (86 Adj.). Based on GPS observations of the Hamilton County GPS Horizontal Control Network.

Iron Pins set consist of a 5/8" x 30" rebar with a plastic cap inscribed "FINN S-7181 OH."

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

Exhibit D
to Property Transfer Agreement
Dedication Plat

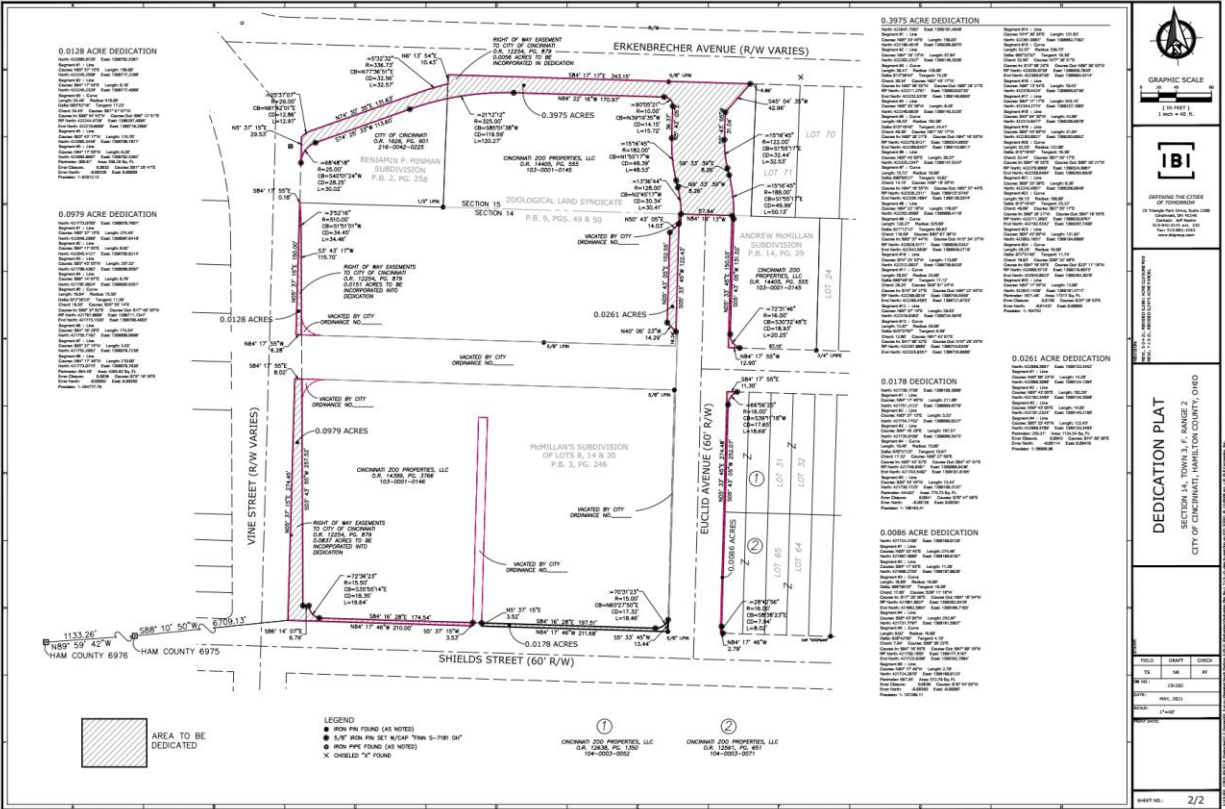


Exhibit E

to Property Transfer Agreement

Dedication Property

EUCLID AVENUE, ERKENBRECHER AVENUE & VINE STREET 0.3881 ACRES DEDICATION

Situate in Section 14 and 15, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of a parcel conveyed to Cincinnati Zoo Properties, LLC by deed recorded in Official Record 14405, Page 555 and also a portion of a parcel conveyed to City of Cincinnati by deed recorded in Official Record 1626, Page 601, originally platted by Zoological Land Syndicate, Plat Book 9, Pages 49 and 50, Andrew McMillan Subdivision, Plat Book 14, Page 29 and Benjamin P. Hinman Subdivision, Plat Book 2, Page 258, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a point in the intersection of the existing northerly right of way line of Louis Avenue (50' R/W) and the existing easterly right of way line of Euclid Avenue (60' R/W) said point being the TRUE POINT OF BEGINNING of this Dedication herein described; thence the following 25 courses:

1. In said existing easterly right of way line of Euclid Avenue, North 05° 33' 45" East, 150.03 feet to a point being in the northerly terminus of said Euclid Avenue; thence
2. In said northerly terminus of Euclid Avenue, North 84° 18' 13" West, 57.94 feet to an Iron Pin Set; thence
3. In the proposed westerly right of way line of Euclid Avenue extended in a curve to the left having a radius of 128.00 feet, a delta angle of 13° 36' 44" and an arc length of 30.41 feet subtended by a chord which bears North 02° 45' 17" West, 30.34 feet to an Iron Pin Set; thence
4. Continuing in said proposed westerly right of way line of Euclid Avenue, North 09° 33' 39" West, 8.26 feet to an Iron Pin Set; thence
5. Continuing in said proposed westerly right of way line of Euclid Avenue in a curve to the right having a radius of 182.00 feet, a delta angle of 15° 16' 45" and an arc length of 48.53 feet subtended by a chord which bears North 01° 55' 17" West, 48.39 feet to an Iron Pin Set; thence
6. Continuing in said proposed westerly right of way line of Euclid Avenue, North 05° 43' 05" East, 36.37 feet to an Iron Pin Set; thence
7. Continuing in said proposed westerly right of way line of Euclid Avenue in a curve to the left having a radius of 10.00 feet, a delta angle of 90° 05' 21" and an arc length of 15.72

Exhibit E (Cont.)
to Property Transfer Agreement

feet subtended by a chord which bears North 39° 19' 35" West, 14.15 feet to an Iron Pin Set in the proposed southerly right of way line of Erkenbrecher Avenue; thence

8. In said proposed southerly right of way line of Erkenbrecher Avenue, North 84° 22' 16" West, 170.97 feet to an Iron Pin Set; thence
9. Continuing in said proposed southerly right of way line of Erkenbrecher Avenue in a curve to the left having a radius of 325.00 feet, a delta angle of 21° 12' 12" and an arc length of 120.27 feet subtended by a chord which bears South 85° 01' 38" West, 119.59 feet to an Iron Pin; thence
10. Continuing in said proposed southerly right of way line of Erkenbrecher Avenue, South 74° 25' 33" West, 113.60 feet to an Iron Pin Set; thence
11. Continuing in said proposed southerly right of way line of Erkenbrecher Avenue in a curve to the left having a radius of 25.00 feet, a delta angle of 68° 48' 18" and an arc length of 30.02 feet subtended by a chord which bears South 40° 01' 24" West, 28.25 feet to an Iron Pin Set in the existing easterly right of way line of Vine Street; thence
12. In said existing easterly right of way line of Vine Street, North 05° 37' 15" East, 29.53 feet to a point in the existing southerly right of way line of Erkenbrecher Avenue; thence
13. In said existing southerly right of way line of Erkenbrecher Avenue in a curve to the right having a radius of 29.00 feet, a delta angle of 25° 37' 07" and an arc length of 12.97 feet subtended by a chord which bears North 61° 42' 01" East, 12.86 feet to a point; thence
14. Continuing in said existing southerly right of way line of Erkenbrecher Avenue, North 74° 30' 35" East, 131.63 feet to a point; thence
15. Continuing in said existing southerly right of way line of Erkenbrecher Avenue in a curve to the right having a radius of 336.73 feet, a delta angle of 05° 32' 32" and an arc length of 32.57 feet subtended by a chord which bears North 77° 36' 51" East, 32.56 feet to a point; thence
16. Continuing in said existing southerly right of way line of Erkenbrecher Avenue, North 06° 13' 54" East, 10.43 feet to a point; thence
17. Continuing in said existing southerly right of way line of Erkenbrecher Avenue, South 84° 17' 17" East, 325.45 feet to an Iron Pin Set in the proposed easterly right of way line of Euclid Avenue extended; thence
18. In said proposed easterly right of way line of Euclid Avenue extended in a curve to the left having a radius of 16.00 feet, a delta angle of 66° 12' 50" and an arc length of 18.49

Exhibit E (Cont.)
to Property Transfer Agreement

feet subtended by a chord which bears South 38° 49' 30" West, 17.48 feet to an Iron Pin Set; thence

19. Continuing in said proposed easterly right of way line of Euclid Avenue, South 05° 43' 05" West, 49.61 feet to an Iron Pin Set; thence
20. Continuing in said proposed easterly right of way line of Euclid Avenue extended in a curve to the left having a radius of 122.00 feet, a delta angle of 15° 16' 45" and an arc length of 32.53 feet subtended by a chord which bears South 01° 55' 17" East, 32.44 feet to an Iron Pin Set; thence
21. Continuing in said proposed easterly right of way line of Euclid Avenue, South 09° 33' 39" East, 8.26 feet to an Iron Pin Set; thence
22. Continuing in said proposed easterly right of way line of Euclid Avenue extended in a curve to the right having a radius of 188.00 feet, a delta angle of 15° 16' 45" and an arc length of 50.13 feet subtended by a chord which bears South 01° 55' 17" East, 49.99 feet to an Iron Pin Set; thence
23. Continuing in said proposed easterly right of way line of Euclid Avenue, South 05° 43' 05" West, 131.02 feet to an Iron Pin Set; thence
24. Continuing in said proposed easterly right of way line of Euclid Avenue in a curve to the left having a radius of 16.00 feet, a delta angle of 72° 31' 46" and an arc length of 20.25 feet subtended by a chord which bears South 30° 32' 48" East, 18.93 feet to an Iron Pin Set in said existing northerly right of way line of Louis Avenue; thence
25. In said existing northerly right of way line of Louis Avenue, North 84° 17' 55" West, 12.90 feet to the TRUE POINT OF BEGINNING of this Dedication herein described.

Containing 0.3881 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.



6-21-2021

Exhibit E (Cont.)
to Property Transfer Agreement

EUCLID AVENUE EAST 0.0086 ACRES DEDICATION

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of parcels conveyed to Cincinnati Zoo Properties, LLC by deeds recorded in Official Record 12561, Page 651 and Official Record 12638, Page 1350, originally platted by Andrew McMillan Subdivision, Plat Book 14, Page 29, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a point in the intersection of the existing northerly right of way line of Shields Street (60' R/W) and the existing easterly right of way line of Eulid Avenue (60' R/W), said point being the TRUE POINT OF BEGINNING of this Dedication herein described; thence the following 6 courses:

1. In said existing easterly right of way line of Eulid Avenue, North 05° 33' 45" East, 274.48 feet to a point in the existing southerly right of way line of Louis Avenue; thence
2. In said existing southerly right of way line of Louis Avenue, South 84° 17' 55" East, 11.30 feet to an Iron Pin Set in the proposed easterly right of way line of Eulid Avenue; thence
3. In said proposed easterly right of way line of Eulid Avenue in a curve to the left having a radius of 16.00 feet, a delta angle of 66° 56' 25" and an arc length of 18.69 feet subtended by a chord which bears South 39° 11' 18" West, 17.65 feet to an Iron Pin Set; thence
4. Continuing in said proposed easterly right of way line of Eulid Avenue, South 05° 43' 05" West, 252.07 feet to an Iron Pin Set; thence
5. Continuing in said proposed easterly right of way line of Eulid Avenue in a curve to the left having a radius of 16.00 feet, a delta angle of 28° 42' 56" and an arc length of 8.02 feet subtended by a chord which bears South 08° 38' 23" East, 7.94 feet to an Iron Pin Set in said existing northerly right of way line of Shields Street; thence
6. In said existing northerly right of way line of Shields Street, North 84° 17' 46" West, 2.79 feet to the TRUE POINT OF BEGINNING of this Dedication herein described.

Containing 0.0086 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

Exhibit E (Cont.)
to Property Transfer Agreement

EUCLID AVENUE WEST 0.0261 ACRES DEDICATION

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of a parcel conveyed to Cincinnati Zoo Properties, LLC by deed recorded in Official Record 14405, Page 555, originally platted by Zoological Land Syndicate, Plat Book 9, Pages 49 and 50, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a point in the intersection of the existing northerly right of way line of Louis Avenue (50' R/W) and the existing easterly right of way line of Euclid Avenue (60' R/W); thence In said existing easterly right of way line of Euclid Avenue, North 05° 33' 45" East, 16.34 feet to an Iron Pin Set and being the TRUE POINT OF BEGINNING of this Dedication herein described; thence the following 4 courses:

1. North 40° 06' 23" West, 14.29 feet to an Iron Pin Set; thence
2. North 05° 43' 05" East, 102.55 feet to an Iron Pin Set; thence
3. North 50° 43' 05" East, 14.03 feet to an Iron Pin Set in said existing easterly right of way line of Euclid Avenue; thence
4. In said existing easterly right of way line of Euclid Avenue, South 05° 33' 45" West, 122.43 feet to the TRUE POINT OF BEGINNING of this Dedication herein described.

Containing 0.0261 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

Exhibit E (Cont.)
to Property Transfer Agreement

VINE & SHIELDS 0.0979 ACRES DEDICATION

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of a parcel conveyed to Cincinnati Zoo Properties, LLC by deed recorded in Official Record 14399, Page 3766, originally platted by McMillan's Subdivision of Lots 8, 14 and 20, Plat Book 3, Pages 49 and 50, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a point in the intersection of the existing northerly right of way line of Shields Street (60' R/W) and the existing easterly right of way line of Vine Street (R/W varies), said point being the TRUE POINT OF BEGINNING of this Dedication herein described; thence the following 8 courses:

1. In said existing easterly right of way line of Vine Street, North 05° 37' 15" East, 274.45 feet to a point in the existing southerly right of way line of Louis Avenue; thence
2. In said existing southerly right of way line of Louis Avenue, South 84° 17' 55" East, 8.02 feet to an Iron Pin Set in the proposed easterly right of way line of Vine Street; thence
3. In said proposed easterly right of way line of Vine Street, South 03° 43' 55" West, 257.52 feet to an Iron Pin Set; thence
4. Continuing in said proposed easterly right of way line of Vine Street, South 86° 14' 07" East, 6.79 feet to an Iron Pin Set; thence
5. Continuing in said proposed easterly right of way line of Vine Street in a curve to the left having a radius of 15.50, a delta angle of 72° 36' 23" and an arc distance of 19.64 feet subtended by a chord which bears South 35° 55' 14" East, 18.35 feet to an Iron Pin Set in the proposed northerly right of way line of Shields Street; thence
6. In said proposed northerly right of way line of Shields Street, South 84° 16' 28" East, 174.54 feet to an Iron Pin Set in the westerly right of way line of a 10' alley; thence
7. In said westerly right of way line of a 10' alley, South 05° 37' 15" West, 3.53 feet to a point in said existing northerly right of way line of Shields Street; thence
8. In said existing northerly right of way line of Shields Street, North 84° 17' 46" West, 210.00 feet to the TRUE POINT OF BEGINNING of this Dedication herein described.

Containing 0.0979 acres.

Exhibit E (Cont.)
to Property Transfer Agreement

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

Exhibit E (Cont.)
to Property Transfer Agreement

VINE 0.0128 ACRES DEDICATION

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of a parcel conveyed to Cincinnati Zoo Properties, LLC by deed recorded in Official Record 14405, Page 555, originally platted by Zoological Land Syndicate, Plat Book 9, Pages 49 and 50, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a point in the intersection of the existing northerly right of way line of Louis Avenue (50' R/W) and the existing easterly right of way line of Vine Street (R/W varies), said point being the TRUE POINT OF BEGINNING of this Dedication herein described; thence the following 5 courses:

1. In said existing easterly right of way line of Vine Street, North 05° 37' 15" East, 150.00 feet to a point in the line common to a parcel conveyed to City of Cincinnati by deed recorded in Official Record 1626, Page 601; thence
2. In said line common to City of Cincinnati, South 84° 17' 55" East, 0.18 feet to an Iron Pin Set in the proposed easterly right of way line of Vine Street; thence
3. In said proposed easterly right of way line of Vine Street in a curve to the right having a radius of 510.00 feet, a delta angle of 03° 52' 16" and an arc distance of 34.46 feet subtended by a chord which bears South 01° 51' 01" West, 34.45 feet to an Iron Pin Set; thence
4. Continuing in said proposed easterly right of way line of Vine Street, South 03° 43' 17" West, 115.70 feet to an Iron Pin Set in said existing northerly right of way line of Louis Avenue; thence
5. In said existing northerly right of way line of Louis Avenue, North 84° 17' 55" West, 6.28 feet to the TRUE POINT OF BEGINNING of this Dedication herein described.

Containing 0.0128 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

Exhibit E (Cont.)
to Property Transfer Agreement

SHIELDS 0.0178 DEDICATION

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of a parcel conveyed to Cincinnati Zoo Properties, LLC by deed recorded in Official Record 14399, Page 3766, originally platted by McMillan's Subdivision of Lots 8, 14 and 20, Plat Book 3, Pages 49 and 50, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in an Iron Pin Found in the intersection of the existing northerly right of way line of Shields Street (60' R/W) and the existing westerly right of way line of Euclid Avenue (60' R/W), said Iron Pin being the TRUE POINT OF BEGINNING of this Dedication herein described; thence the following 5 courses:

1. In said existing northerly right of way of Shields Street, North 84° 17' 46" West, 211.68 feet to a point in the easterly right of way line of a 10' alley; thence
2. In said easterly right of way line of a 10' alley, North 05° 37' 15" East, 3.52 feet to an Iron Pin Set in the proposed northerly right of way line of Shields Street; thence
3. In said proposed northerly right of way line of Shields Street, South 84° 16' 28" East, 197.51 feet to an Iron Pin Set; thence
4. Continuing in said proposed northerly right of way line of Shields Street in a curve to the left having a radius of 15.00, a delta angle of 70° 31' 23" and an arc distance of 18.46 feet subtended by a chord which bears North 60° 27' 50" East, 17.32 feet to an Iron Pin Set in said existing westerly right of way line of Euclid Avenue; thence
5. In said existing westerly right of way line of Euclid Avenue, South 05° 33' 45" West, 13.44 feet to the TRUE POINT OF BEGINNING of this Dedication herein described.

Containing 0.0178 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.



PATRICK S.
FINN
S-7181
6-21-2021

Exhibit F

to Property Transfer Agreement

Form of Partial Release of ROW Easements

[SPACE ABOVE FOR RECORDER'S USE]

Property: Auditor's Parcel No.: _____

PARTIAL RELEASE OF RIGHT-OF-WAY EASEMENTS

THIS PARTIAL RELEASE is executed by the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), with reference to the following facts:

Recitals:

A. By virtue of an instrument recorded in Official Record 14399, Page 3756; and Official Record 14405, Page 555, Hamilton County, Ohio Records, **CINCINNATI ZOO PROPERTIES, LLC**, an Ohio limited liability company, **f/k/a CINCINNATI ZOO FOUNDATION PROPERTIES, LLC** (the "**Zoo**") holds title to certain real property in Cincinnati generally located along the east side of Vine Street, between Erkenbrecher Avenue and Shields Street, as more particularly described on Exhibit A (*Encumbered Property*) hereto (the "**Property**").

B. By virtue of instruments recorded in Official Record Book 12254, Page 879; and Official Record Book 12254, Page 895, Hamilton County, Ohio Records, the City holds certain easements and restrictions pertaining to public rights-of-way that encumber the Property (the "**Right of Way Easements**").

C. The Zoo seeks to redevelop the Property and has requested the City to release certain portions of the Right of Way Easements (the "**Released Area**") to facilitate the proposed development as more particularly described on Exhibit B (*Legal Description – Released Area*) hereto.

D. The City Manager, in consultation with the City's Department of Transportation and Engineering, has confirmed that the Released Area is not needed for any municipal purpose, and the release and termination of the easements and restrictions with respect to the Released Area is not otherwise contrary to applicable laws, rules, and regulations affecting the Property; therefore, the City is agreeable to releasing the same to facilitate the development of the Property.

E. The City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the release and termination of the easements and restrictions with respect to the Released Area at its meeting on September 17, 2021.

F. Execution of this Release was authorized by Ordinance No. [____]-2021 passed by Cincinnati City Council on [_____], 2021.

NOW THEREFORE, for valuable consideration received, the City does hereby release and terminate all terms, covenants, conditions, restrictions and other matters related to the Released Area and confirms that the same are null and void and of no further force or effect.

PROVIDED, HOWEVER, that this Release shall not be construed to release, terminate, waive or in any manner affect or invalidate the Right of Way Easement encumbering the Property outside of the Released Area, and all terms, covenants, conditions, restrictions and other matters related to the Right of Way Easement encumbering the Property outside of the Released Area, remain in full force and effect.

Executed on the date of acknowledgment indicated below.

CITY OF CINCINNATI

By: _____
Paula Boggs Muething, City Manager

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2021, by Paula Boggs Muething, City Manager of the **CITY OF CINCINNATI**, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

Notary Public
My commission expires: _____

Approved by:

John S. Brazina, Director
Department of Transportation and Engineering

Approved as to Form:

Assistant City Solicitor

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

Exhibits:
Exhibit A – *Legal Description – Encumbered Property*
Exhibit B – *Legal Description – Released Area*

EXHIBIT A

to Partial Release of Release of Right of Way Easements

Legal Description – Encumbered Property

Tract I

Situate in Sections 14 and 15, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a Consolidation of parcels conveyed to Cincinnati Zoo Properties, LLC by deeds recorded in:

Zoological Land Syndicate, Plat Book 9, Pages 49 and 50, Section 14, Lots 79 thru 87:

O.R. 12785, Page 1624 (103-0001-0007) O.R. 12815, Page 1306 (103-0001-0135)
O.R. 12643, Page 837 (103-0001-0006) O.R. 12711, Page 2254 (103-0001-0005)
O.R. 13168, Page 1269 (103-0001-0004) O.R. 13213, Page 2797 (103-0001-0003)
O.R. 12564, Page 1013 (103-0001-0002) O.R. 12492, Page 1282 (103-0001-0137)
O.R. 14002, Page 531 (103-0001-0139) O.R. 12492, Page 1282 (103-0001-0001)

Zoological Land Syndicate, Plat Book 9, Pages 49 and 50, Section 15, Lots 72 thru 78:

O.R. 12106, Page 1529 (216-0042-0164) O.R. 12590, Page 600 (216-0042-0165)
O.R. 14364, Page 2796 (216-0042-0166) O.R. 13137, Page 1496 (216-0042-0167)
O.R. 13485, Page 2290 (216-0042-0168) O.R. 13778, Page 1222 (216-0042-0169)
O.R. 12492, Page 1282 (216-0042-0170)

Andrew McMillan's Subdivision, Plat Book 14, Page 29, Section 14, Lots 25 thru 28:

O.R. 12614, Page 502 (104-0003-0048)

All references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a 1/2" Iron Pin Found in the southwesterly corner of said Lot 78 of Zoological Land Syndicate and being a corner common to a parcel conveyed to City of Cincinnati by deed recorded in O.R. 1626, Page 601, said Iron Pin being the TRUE POINT OF BEGINNING of the Consolidation Parcel herein described; thence the following 12 courses:

1. In the line common to said City of Cincinnati, North 06° 13' 54" East, passing an Iron Pin Set at 139.92 feet in the southerly right of way line of Erkenbrecher Avenue, 150.26 feet to a point offset 10.34 feet south by said Iron Pin Set; thence
2. South 84° 17' 17" East, passing an Iron Pin Set at 50.00 feet in said southerly right of way line of Erkenbrecher Avenue, 350.00 feet to an Iron Pin Set in a corner common to a parcel conveyed to 43 Erkenbrecher LLC by deed recorded in O.R. 13894, Page 946; thence
3. Leaving said southerly right of way line of Erkenbrecher Avenue and in the line common to said 43 Erkenbrecher LLC, South 06° 13' 54" West, 150.17 feet to an Iron Pin Set; thence

EXHIBIT A (Cont.)

4. Continuing in said line common to 43 Erkenbrecher LLC, South 84° 18' 13" East, 78.27 feet to an Iron Pin Set in a corner common to a parcel conveyed to Ali and Haseena Sarvath by deed recorded in O.R. 9358, Page 1823; thence
5. In the line common to said Sarvath, South 05° 33' 45" West, 150.04 feet to an Iron Pin Found in the northerly right of way line of Louis Avenue; thence
6. In said northerly right of way line of Louis Avenue, North 84° 17' 55" West, 100.00 feet to an Iron Pin Set in the easterly right of way line of Euclid Avenue; thence
7. In said easterly right of way line of Euclid Avenue, North 05° 33' 45" East, 150.03 feet to an Iron Pin Set in the terminus of said Euclid Avenue; thence
8. In said terminus of Euclid Avenue, North 84° 18' 13" West, 60.00 feet to an Iron Pin Set in the westerly right of way of Euclid Avenue; thence
9. In said westerly right of way of Euclid Avenue, South 05° 33' 45" West, 150.02 feet to an Iron Pin Set in said northerly right of way line of Louis Avenue; thence
10. In said northerly right of way line of Louis Avenue, North 84° 17' 55" West, passing an Iron Pin Set at 402.90 in the easterly right of way of Vine Street, 431.36 feet to a point in the southwesterly corner of said Lot 81, said point being offset from said Iron Pin Set 28.46 feet west; thence
11. In the westerly line of said Zoological Land Syndicate, North 05° 37' 15" East, 150.00 feet to a point being a corner common to said City of Cincinnati parcel, said point being offset 0.18 feet west from Iron Pin Set described in next course; thence
12. In the line common to said City of Cincinnati, South 84° 17' 55" East, passing an Iron Pin Set at 0.18 feet in said westerly right of way line of Vine Street, 162.94 feet to the TRUE POINT OF BEGINNING of the Consolidation Parcel herein described.

Containing 3.0365 acres of which 1.8296 acres lie in Section 14 and 1.2069 acres lie in Section 15. 0.0207 acres lie within the right of ways of Vine Street and Erkenbrecher Avenue.

Being subject to Right of Way Easements granted to the City of Cincinnati along the east side of Vine Street and the south side of Erkenbrecher by O.R. 12254, Pg. 879.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

Iron Pins set consist of a 5/8" x 30" rebar with a plastic cap inscribed "FINN S-7181 OH."

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

EXHIBIT A (Cont.)

Tract II

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a Consolidation of parcels conveyed to Cincinnati Zoo Properties, LLC by deeds recorded in O.R. 12785, Page 1648 (103-0001-0010) and O.R. 12785, Page 1630 (103-0001-0012), said deeds include Lots 9 thru 18, 88 and 89 of the McMillan's Subdivision of Lots 8, 14 and 20 as recorded in Plat Book 3, Page 248, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in a 5/8" Iron Pin Found in the southeasterly corner of said Lot 18 and being in the intersection of the northerly right of way line of Shields Street (60' R/W) and the westerly right of way line of Euclid Avenue (60' R/W), said 5/8" Iron Pin being the TRUE POINT OF BEGINNING of the Consolidation Parcel herein described; thence the following 8 courses:

1. In said northerly right of way line of Shields Street, North 84° 17' 46" West, 211.68 feet to an Iron Pin Set in the southwesterly corner of said Lot 18 and in the easterly right of way line of a 10' unnamed alley; thence
2. In said easterly right of way line of a 10' unnamed alley, North 05° 37' 15" East, 237.01 feet to an Iron Pin Set in the terminus of said 10' alley; thence
3. In the terminus of said 10' alley, North 84° 22' 41" West, 10.00 feet to an Iron Pin Set in the westerly right of way line of said 10' alley; thence
4. In the westerly right of way line of said 10' alley, South 05° 37' 15" West, 236.99 feet to an Iron Pin Set in the southeasterly corner of Lot 13 and in said northerly right of way line of Shields Street; thence
5. In said northerly right of way line of Shields Street, North 84° 17' 46" West, passing an Iron Pin Set at 179.38 feet in the easterly right of way line of Vine Street, 210.00 feet to a point in the southwesterly corner of said Lot 13, said point being offset from said Iron Pin Set 30.62 feet west; thence
6. In the westerly line of said McMillan's Subdivision of Lots 8, 14 and 20, North 05° 37' 15" East, 274.45 feet to a point in the northwesterly corner of said Lot 89 and in the southerly right of way line of Louis Avenue (50' R/W), said point being offset from Iron Pin Set as described in the following call, 33.94 feet west; thence

EXHIBIT A (Cont.)

7. In said southerly right of way line of Louis Avenue, South 84° 17' 55" East, passing an Iron Pin Set at 33.94 in said easterly right of way line of Vine Street, 431.41 feet to a

5/8" Iron Pin Found in the northeasterly corner of said Lot 88 and in said westerly right of way of Euclid Avenue; thence
8. In said westerly right of way line of Euclid Avenue, South 05° 33' 45" West, 274.47 feet to the TRUE POINT OF BEGINNING of the Consolidation Parcel herein described.

Containing 2.6647 acres of which 0.0837 acres lies within the right of way of Vine Street.

Being subject to Right of Way Easements granted to the City of Cincinnati along the east side of Vine Street by O.R. 12254, Pg. 879.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983 (86 Adj.). Based on GPS observations of the Hamilton County GPS Horizontal Control Network.

Iron Pins set consist of a 5/8" x 30" rebar with a plastic cap inscribed "FINN S-7181 OH."

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

EXHIBIT B

Partial Release of Release of Right of Way Easements

Legal Description –Released Area)

PORTION OF RIGHT OF WAY EASEMENT VACATION NORTHSIDE LOUIS AVENUE AT VINE STREET

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of a Right of Way Easement as recorded in Official Record 12254, Page 879 to be vacated, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in an Iron Pin Found in the intersection of the existing southerly right of way line of Louis Avenue (50' R/W) and the westerly right of way line of Euclid Avenue (60' R/W); thence In said southerly right of way of Louis Avenue, North 84° 17' 55" West, 423.39 feet to a point in the easterly right of way line of Vine Street; thence

In said proposed easterly right of way line of Vine Street, North 03° 37' 44" East, 50.03 feet to a point in the northerly right of way line of Louis Avenue and being the TRUE POINT OF BEGINNING of the Easement Vacation herein described; thence the following 3 courses:

1. In said easterly right of way line of Vine Street, North 03° 37' 44" East, 22.14 feet to a point; thence
2. Leaving said easterly right of way line of Vine Street in a curve to the left having a radius of 23.00 feet, a delta angle of 87° 48' 38" and an arc distance of 35.25 feet subtended by a chord which bears South 40° 23' 11" East, 31.90 feet to a point in the northerly right of way line of Loius Avenue; thence
3. In said northerly right of way line of Louis Avenue, North 84° 17' 55" West, 22.18 feet to the TRUE POINT OF BEGINNING of the Easement Vacation herein described.

Containing 104 Sq.Ft. or 0.0024 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

EXHIBIT B (Cont.)

Partial Release of Release of Right of Way Easements

**PORTION OF RIGHT OF WAY EASEMENT VACATION
SOUTHSIDE LOUIS AVENUE AT VINE STREET**

Situate in Section 14, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio and being a portion of a Right of Way Easement as recorded in Official Record 12254, Page 879 to be vacated, all references herein being to the records located in the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning in an Iron Pin Found in the intersection of the existing southerly right of way line of Louis Avenue (50' R/W) and the westerly right of way line of Euclid Avenue (60' R/W); thence In said southerly right of way of Louis Avenue, North 84° 17' 55" West, 423.39 feet to the TRUE POINT OF BEGINNING of the Easement Vacation herein described; thence the following 3 courses:

1. In said southerly right of way of Louis Avenue, South 84° 17' 55" East, 25.92 feet to a point; thence
2. Leaving said southerly right of way of Louis Avenue in a curve to the left having a radius of 25.00 feet, a delta angle of 91° 56' 38" and an arc distance of 40.12 feet subtended by a chord which bears South 49° 43' 46" West, 35.95 feet to a point in the easterly right of way line of Vine Street; thence
3. In said easterly right of way line of Vine Street, North 03° 37' 44" East, 25.86 feet to the TRUE POINT OF BEGINNING of the Easement Vacation herein described.

Containing 146 Sq.Ft. or 0.0034 acres.

Bearings herein are based on Ohio State Plane Coordinate System, South Zone, North American Datum of 1983. Base on GPS observations of the Hamilton County GPS Horizontal Control Network.

This description was prepared by IBI Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, and is based on a field surveys from 2006 to 2020.

Exhibit G

to Property Transfer Agreement

Additional City Requirements

ADDITIONAL CITY REQUIREMENTS

The Zoo and the Zoo'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. the Zoo 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, the Zoo, or the Zoo'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 the Zoo 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, the Zoo, or its contractors and subcontractors. Because this Agreement requires that the Zoo 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 the Zoos, contractors and subcontractors regularly face in constructing projects or doing business with the City. To the extent a the Zoo 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 the Zoo, even where such obligations are not imposed on the Zoo 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 the Zoo 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 the Zoo is performing construction work for the City under a construction contract to which the City is a party, the Zoo 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 the Zoo 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 Conferring with Trade Unions.

(a) Applicability. Per City of Cincinnati, Ordinance No. 130-2002, this requirement is limited to transactions in which the Zoo 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 the Zoo 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 the Zoo receives City funds or other assistance, the Zoo 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 the Zoo 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, the Zoo 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 the Zoo and/or its general contractor's meet and confer activity, the Zoo shall provide to the City, in writing, a summary of the Zoo 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, the Zoo 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 in \$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 the Zoo 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 the Zoo; 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, the Zoo 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, the Zoo 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, the Zoo 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, the Zoo 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>.) the Zoo 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, the Zoo 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, the Zoo shall require the prime contractor to take the above affirmative steps.

(iv) Subject to clause (i) above, the Zoo 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. the Zoo or its general contractor shall update the report monthly by the 15th. the Zoo 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, the Zoo 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, the Zoo 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 the Zoo 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 the Zoo 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. the Zoo 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, the Zoo 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, the Zoo 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 the Zoo or in the Project, and the Zoo 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, the Zoo and its general contractor shall use its best efforts to post available employment opportunities with the Zoo, the general contractor's organization, or the organization of any subcontractor working with the Zoo 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 the Zoo 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. the Zoo 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, the Zoo 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 the Zoo or any of its principals becomes suspended or debarred by any federal, state, or local government agency during the term of this Agreement, the Zoo shall be considered in default under this Agreement.