

EXHIBIT C

## DEVELOPMENT PROGRAM STATEMENT

The Walnut Hills Redevelopment Foundation (WHRF) has partnered with Milhaus to develop Phase 2 of Poste, 184-194) units (60-70 new units) of new market-rate multifamily rental housing units. Poste Phase 2 will consist of two new construction buildings, one of which will house new amenities for the entire Poste project. The remaining open area of the site will be used for landscaping, green space, and parking. Underground detention is proposed below surface parking at each building. Open space for Phase 2 was calculated at 30%. Please refer to exhibit A for calculations.

One, three-story building (Building 4) containing 49-58 units will front E McMillan St and Stanton. The second smaller, 11-12-unit building (Building 5) will abut Stanton and Chatham to the east of the larger property. Both will be wood frame construction with flat roofs. The exterior facades of the buildings will be a mix of brick, stone and fiber cement siding. The unit mix will consist of approximately 10-15% studio units, 50-60% one-bedroom units, and 30-40% two-bedroom units. Additionally, there will be approximately 4,000 SF of amenity space fronting E McMillan St.

Vehicular entry and exits points for Building 4 will be located at Hemlock while vehicular entry and exits points for Building 5 will be located at Stanton. Approximately 50-58 parking spaces will be located at building 4 while approximately 10-12 parking spaces will be located at building 5. The total number of parking spaces in Phase 2 will meet or exceed a parking ratio of one space per unit. All parcels purchased for the development of Phase 2 will be consolidated into two parcels after closing. One parcel will exist to the West of Stanton and another will exist to the East of Stanton. Both parcels will have buildings and parking.

The development will be surrounded by single-family homes, Green Man Park, landscaping and fencing that will screen parking at building 4 from the daycare center. There will be a main community entrance near the corner of E McMillan St and Stanton, with individual building entries along Stanton for both at buildings 4 and 5.

### Exhibit A:

Building 4	Building 5
Open space (pervious area) = 8,898 SF	Open space (pervious area) = 3,265 SF
Total Site = 47,331 SF	Total Site = 10,232 SF
18.8%	31.9%











FOR CONSTRUCTION

ARCHITECT  
 OWNER  
 CONTRACTOR  
 CIVIL ENGINEER  
 STRUCTURAL ENGINEER  
 MECHANICAL ENGINEER  
 ELECTRICAL ENGINEER  
 PLUMBING ENGINEER  
 FIRE ENGINEER



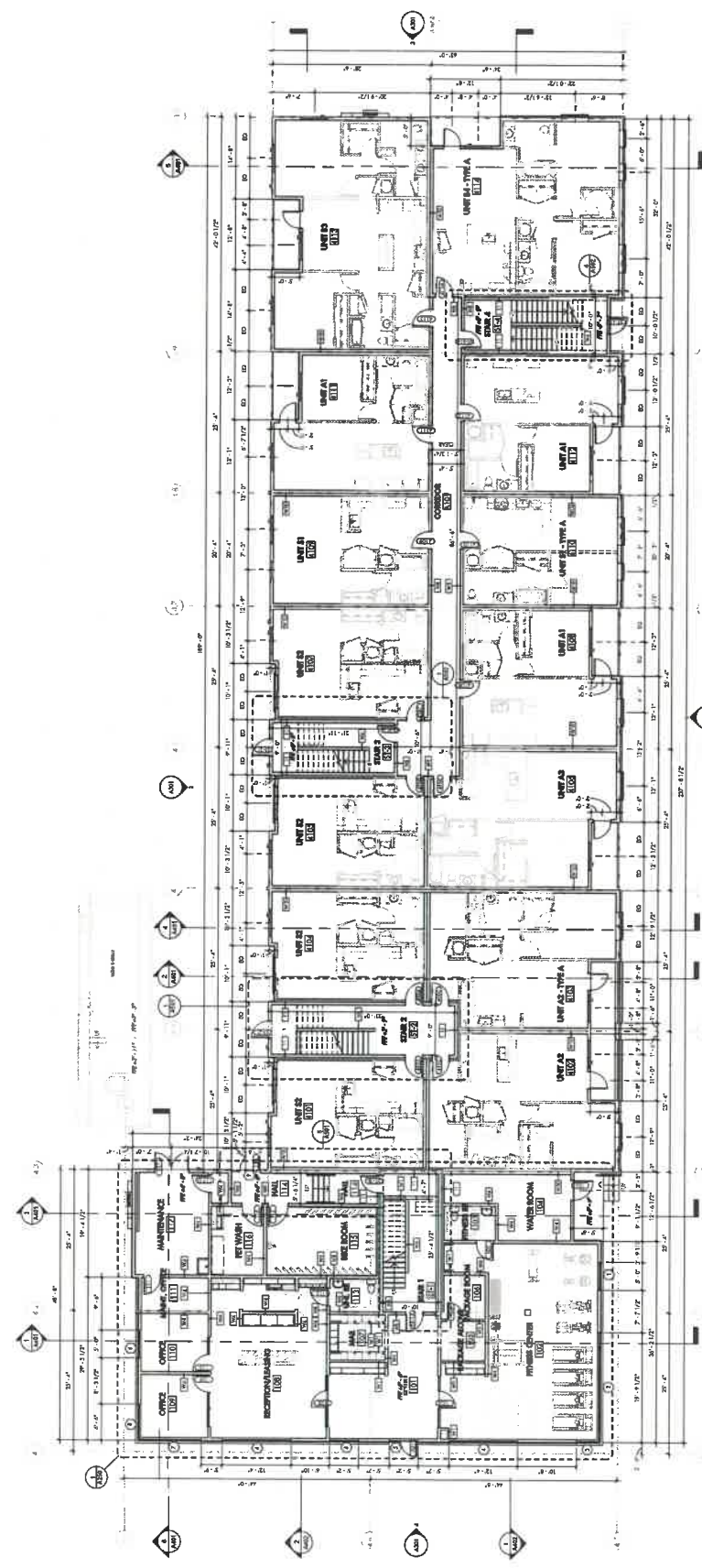
NET PLAN

BUILDING 4 - OVERALL 1ST FLOOR PLAN  
 PHASE 2  
 728 E. 14th St.  
 Cleveland, Ohio 44115

DATE: 10/11/17  
 SCALE: AS SHOWN  
 A101

**FLOOR PLAN NOTES**

1. SEE GENERAL NOTES.
2. UNITS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE 2015 INTERNATIONAL RESIDENTIAL CODE AND THE 2015 INTERNATIONAL BUILDING CODE.
3. UNITS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE 2015 INTERNATIONAL BUILDING CODE.
4. UNITS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE 2015 INTERNATIONAL BUILDING CODE.
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19. UNITS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE 2015 INTERNATIONAL BUILDING CODE.
20. UNITS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE 2015 INTERNATIONAL BUILDING CODE.



BUILDING 4 - OVERALL 1ST FLOOR PLAN



**FOR CONSTRUCTION**

**OWNER:**  
**ARCHITECT:**  
**GENERAL CONTRACTOR:**  
**CIVIL ENGINEER:**  
**STRUCTURAL ENGINEER:**  
**Mechanical Engineer:**  
**Electrical Engineer:**

**PROJECT:**  
**ADDRESS:**  
**CITY:**  
**STATE:**  
**DATE:**

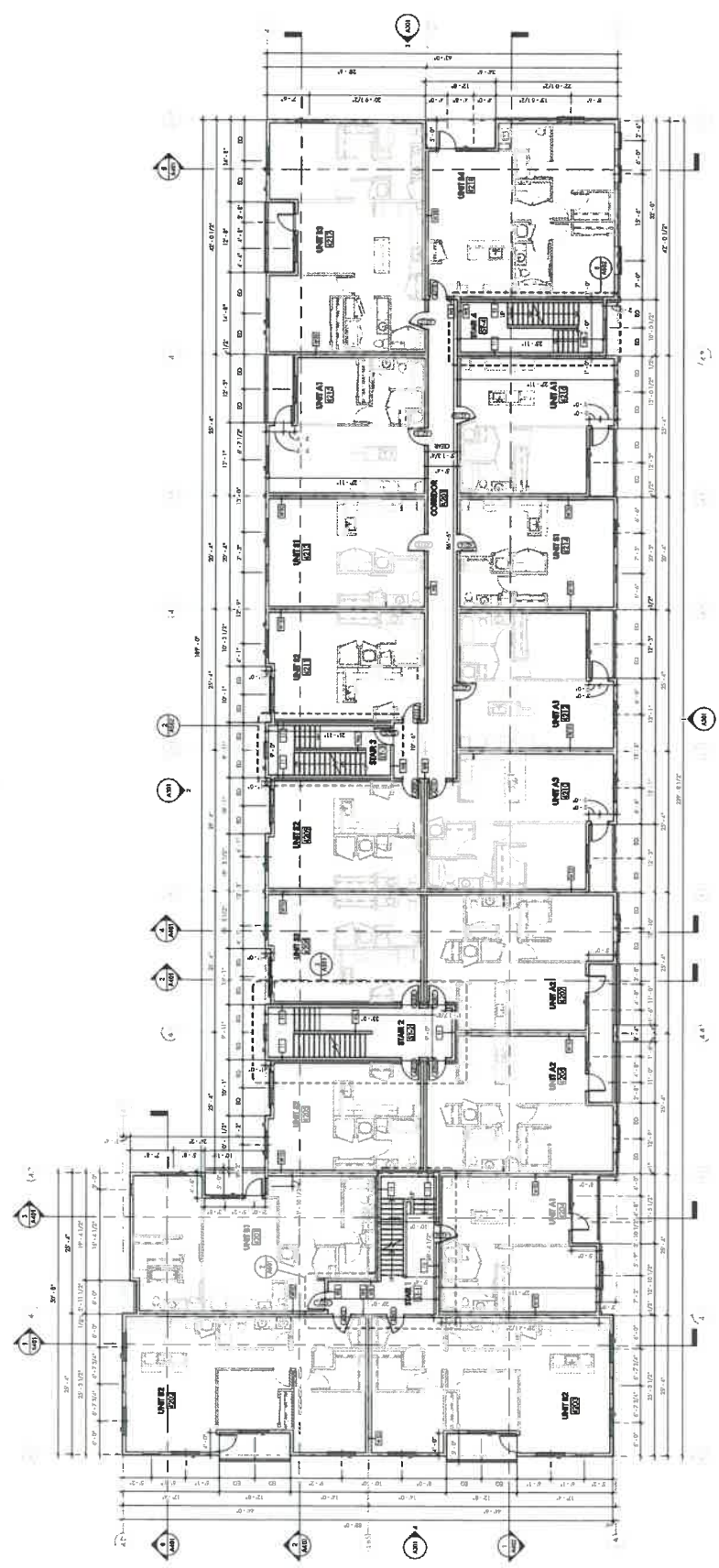
**REVISIONS:**  
**DATE:**  
**BY:**  
**DESCRIPTION:**

**729 East Madison St  
 CHICAGO, ILL 60605**

**A102**

**FLOOR PLAN NOTES**

1. SEE ALL NOTES ON ALL SHEETS FOR THIS PROJECT.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL WALLS ARE 12" THICK UNLESS OTHERWISE NOTED.
4. ALL DOORS ARE 36" WIDE UNLESS OTHERWISE NOTED.
5. ALL WINDOWS ARE 48" WIDE UNLESS OTHERWISE NOTED.
6. ALL FLOORS ARE 4" THICK UNLESS OTHERWISE NOTED.
7. ALL CEILING ARE 8' HIGH UNLESS OTHERWISE NOTED.
8. ALL ROOF ARE 2" THICK UNLESS OTHERWISE NOTED.
9. ALL STAIRS ARE 48" WIDE UNLESS OTHERWISE NOTED.
10. ALL ELEVATIONS ARE TO FINISH UNLESS OTHERWISE NOTED.
11. ALL FINISHES ARE TO BE DETERMINED BY THE ARCHITECT.
12. ALL MATERIALS ARE TO BE APPROVED BY THE ARCHITECT.
13. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE CITY OF CHICAGO CODES.
14. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE IBC CODES.
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**BUILDING 4 - OVERALL 2ND FLOOR PLAN**



**FOR CONSTRUCTION**

**ARCHITECT**  
**OWNER**  
**COMMUNITY**  
**CONTRACTOR**  
**CIVIL ENGINEER**  
**STRUCTURAL ENGINEER**  
**M.E.P. ENGINEER**

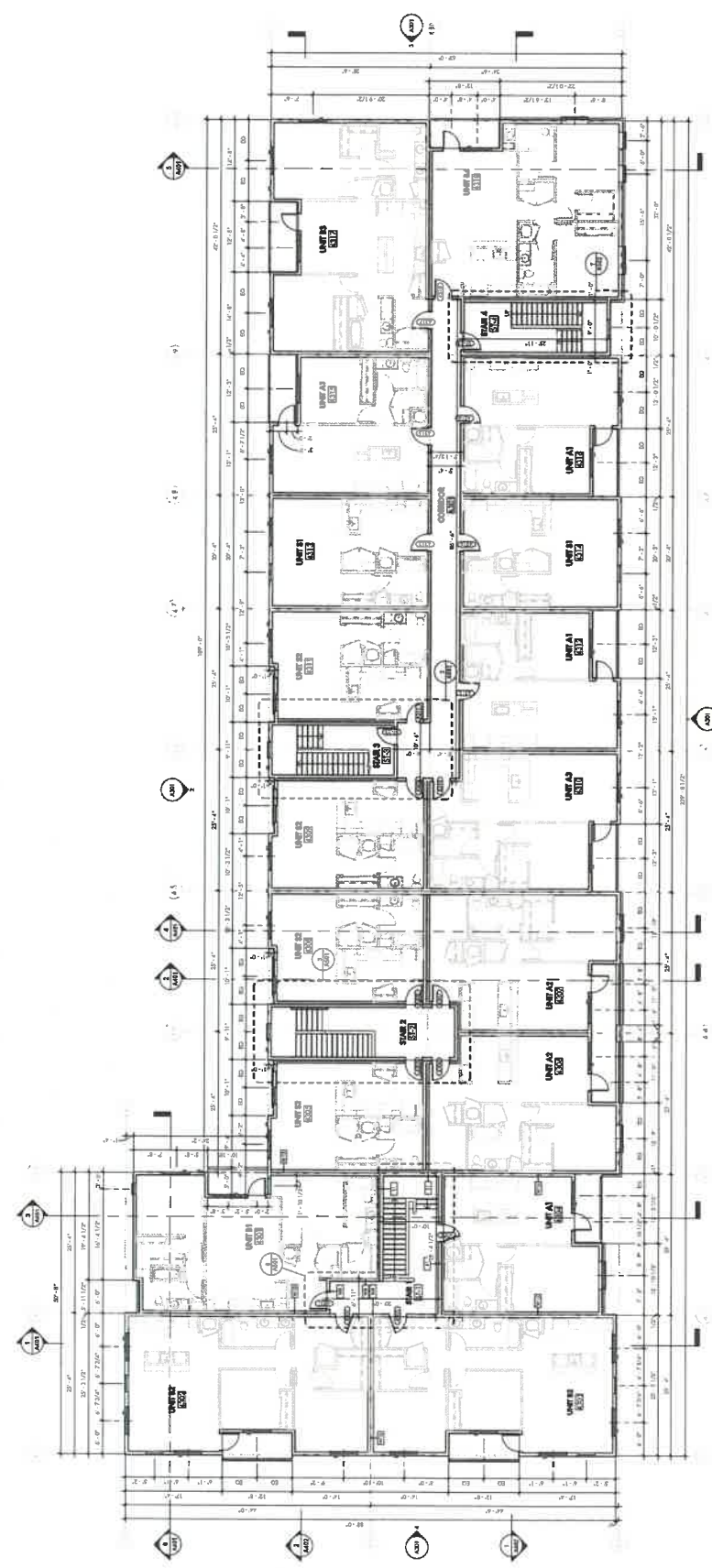


**BUILDING 4 - OVERALL 3RD FLOOR PLAN**  
**MEASUREMENTS**  
 750 East Middle St  
 Columbus, Ohio 43204

**A103**  
 SCALE: AS SHOWN

**FLOOR PLAN NOTES**

NO.	DESCRIPTION
1	DATE OF CONSTRUCTION
2	CONTRACTOR'S NAME
3	CONTRACTOR'S ADDRESS
4	CONTRACTOR'S PHONE NUMBER
5	CONTRACTOR'S FAX NUMBER
6	CONTRACTOR'S E-MAIL ADDRESS
7	CONTRACTOR'S WEBSITE
8	CONTRACTOR'S LICENSE NUMBER
9	CONTRACTOR'S LICENSE STATE
10	CONTRACTOR'S LICENSE EXPIRES
11	CONTRACTOR'S LICENSE TYPE
12	CONTRACTOR'S LICENSE CLASSIFICATION
13	CONTRACTOR'S LICENSE CATEGORY
14	CONTRACTOR'S LICENSE SUBCATEGORY
15	CONTRACTOR'S LICENSE SPECIALIZATION
16	CONTRACTOR'S LICENSE EXPIRES DATE
17	CONTRACTOR'S LICENSE EXPIRES MONTH
18	CONTRACTOR'S LICENSE EXPIRES YEAR



**BUILDING 4 - OVERALL 3RD FLOOR PLAN**











January 6, 2021

To: Nicole Crawford, Office of the Clerk of Council

From: Katherine Keough-Jurs, AICP, Director, Department of City Planning *KJK*

Copies to: Kira Palmer, AmeriCorps VISTA; Andy Juengling, AICP, Senior City Planner

Subject: Scheduling of Ordinance – Zone Change and Major Amendment PD No. 78

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The above referenced ordinance is ready to be scheduled for Committee. We are requesting that this item be scheduled for the next available meeting of the Economic Growth & Zoning Committee. This item requires a public hearing following a required 14-day notification period by mail and in the City Bulletin.

Included in this submission are the following items:

- 1) The transmittal letter to the Mayor and City Council;
- 2) A copy of the City Planning Commission staff report dated December 18, 2020;
- 3) Additional attachments;
- 4) The Ordinance amending the official zoning map;
- 5) The mailing labels for the notice of the public hearing at the Economic Growth and Zoning Committee; and
- 6) A copy of the mailing labels for your file.

January 6, 2021

Cincinnati City Council  
Council Chambers, City Hall  
Cincinnati, Ohio 45202

Dear Members of Council:

We are transmitting herewith an Ordinance captioned as follows:

**APPROVING** a major amendment to the concept plan and development program statement governing Planned Development No. 78, "Firehouse Row," to include certain adjacent properties, thereby approving the rezoning of those properties from the T4N.SF, "Transect Zone 4 Neighborhood Small Footprint," and T4N.SF-O, "Transect Zone 4 Neighborhood Small Footprint – Open" transect zones to Planned Development District No. 78, "Firehouse Row," in order to facilitate the construction of two new multi-family buildings.

**Summary:**

The petitioner, Milhaus, is requesting a zone change from Transect Zone 4 Neighborhood Small Footprint (T4N.SF) to Planned Development #78 (PD-78) for properties at 2508-2520 Hemlock Street, and from Transect Zone 4 Neighborhood Small Footprint – Open (T4N.SF-O) to Planned Development #78 (PD-78) for properties at 750-758 East McMillan Street, 2507-2517 Stanton Avenue, and 2521-2525 Chatham Street. The petitioner is also requesting a Major Amendment to the Concept Plan and Development Program Statement for PD-78 to incorporate two new multi-family buildings and on-site parking on those properties. The existing PD is generally located at the intersection of East McMillan Street, Concord Street, and Wayne Street, and consists of a mixed-use building with residential and commercial space, two additional multi-family buildings, and on-site parking, which will not be altered by the Major Amendment and new developments.

The City Planning Commission recommended the following on December 18, 2020 to City Council:

**APPROVE** the proposed change in zoning at 2508-2520 Hemlock Street from T4N.SF to Planned Development #78 (PD-78) and at 750-758 East McMillan Street, 2507-2517 Stanton Avenue, and 2521-2525 Chatham Street from T4N.SF-O to Planned Development #78 (PD-78);

**APPROVE** the Major Amendment to the Concept Plan and Development Program Statement for Planned Development #78, Firehouse Row, as specified on pages 3-7 of the staff report; and

**ADOPT** the Department of City Planning Findings as detailed on page 10 of the staff report.

Motion to Approve: Ms. McKinney

Ayes: Mr. Smitherman

Seconded: Mr. Smitherman


Ms. McKinney

Mr. Juech

Mr. Eby

Mr. Stallworth

THE CITY PLANNING COMMISSION

  
Katherine Keough-Jurs, AICP, Director  
Department of City Planning

Honorable City Planning Commission  
Cincinnati, Ohio

**SUBJECT:** A report and recommendation on a proposed zone change and Major Amendment to the Concept Plan and Development Program Statement for Planned Development #78 (PD-78), Firehouse Row, in Walnut Hills.

**GENERAL INFORMATION:**

**Location:** 2508-2520 Hemlock Street, 750-758 East McMillan Street, 2507-2517 Stanton Avenue, and 2521-2525 Chatham Street, Cincinnati, OH 45206

**Petitioner:** Milhaus  
460 Virginia Avenue  
Indianapolis, IN 46203

**Property Owners:**

Property Owner	Property Address
City of Cincinnati	750-758 East McMillan Street
Fred Orth and Marlene Miner	2511 Stanton Avenue
Hamilton County Land Reutilization Corporation	2509, 2513-2517 Stanton Avenue, 2521-2525 Chatham Street
Walnut Hills Redevelopment Foundation	2507 Stanton Avenue
Wayne Street Holdings	2508-2520 Hemlock Street

**Request:** The City Planning Commission will review a proposed zone change and a Major Amendment to the Concept Plan and Development Program Statement for Planned Development #78 (PD-78), Firehouse Row, in Walnut Hills. The proposal adds an additional 1.779 acres into PD-78 along Hemlock Street, East McMillan Street, Stanton Avenue, and Chatham Street.

**ATTACHMENTS:**

Provided in addition to this report are:

- Exhibit A – Location Map
- Exhibit B – Zone Change Application, Plat, and Legal Description
- Exhibit C – Approved Concept Plan and Development Program Statement
- Exhibit D – Amended Concept Plan and Development Program Statement
- Exhibit E – Coordinated Site Review Letter
- Exhibit F – Timeline of Neighborhood Involvement
- Exhibit G – Letter of Support from Walnut Hills Area Council
- Exhibit H – Additional Correspondence

**BACKGROUND:**

On May 5<sup>th</sup>, 2017, the City Planning Commission recommended approval of a change in zoning for the properties at 743-767 E. McMillan Street, 2420-2438 Concord Street, and 718-752 Wayne Street from T4N.SF and T4N.SF-O to Planned Development District #78 (PD-78), Firehouse Row, for the development now known as “Poste.” The zone change was approved by City Council on June 14<sup>th</sup>, 2017.



On December 15<sup>th</sup>, 2017, the City Planning Commission approved the Final Development Plan for Phase I of the Firehouse Row/Poste development.

The approved Concept Plan and Development Program Statement for the development consists of the following components:

1. A four-story mixed-used building with 64 residential units and 4,420 square feet of retail/commercial space fronting E. McMillan Street. The approved Final Development Plan consists of 64 residential units and 4,345 square feet of retail/commercial space.
2. Two three-story residential buildings fronting Wayne Street behind the mixed-use building with 30 residential units, each. The approved Final Development Plan follows the approved Concept Plan.
3. On-site parking consisting of 44 garage spaces, 66 surface spaces, and 6 accessible spaces for a total of 116 parking spaces. Sixty-one (61) bicycle spaces are also included between the indoor and outdoor space. The approved Final Development Plan consists of 122 on-site parking spaces and 39 bicycle parking spaces.

	<b>Approved Concept Plan</b>	<b>Approved Final Development Plan</b>
<b>Residential Units</b>	<b>124 units</b>	<b>124 units</b>
<b>Commercial Square Footage</b>	<b>4,420 square feet</b>	<b>4,345 square feet</b>
<b>Square Footage</b>	<b>Building 1: 17,779 square feet Building 2: 8,489 square feet Building 3: 9,719 square feet</b>	<b>Building 1: 18,200 square feet Building 2: 8,824 square feet Building 3: 10,092 square feet</b>
<b>Bicycle Parking</b>	49 interior 12 exterior <b>61 Total spaces</b>	27 interior 12 exterior <b>39 Total spaces</b>
<b>Parking</b>	66 surface spaces 44 garage spaces 6 accessible spaces <b>116 Total spaces</b>	72 surface spaces 47 garage spaces 3 accessible spaces <b>122 Total spaces</b>

Construction for the Poste Phase I development was completed in June of 2020. There are no proposed changes to Phase I.

In Spring 2020, the petitioner submitted an application requesting a zone change from Transect Zone 4 Neighborhood Small Footprint (T4N.SF) and Transect Zone 4 Neighborhood Small Footprint - Open (T4N.SF-O) to Planned Development #78 (PD-78) for properties located north of the current Firehouse Row/Poste site at 2508-2520 Hemlock Street, 750-758 E. McMillan Street, 2507-2517 Stanton Avenue, and 2521-2525 Chatham Street and a Major Amendment to the Concept Plan and Development Program

Statement for PD-78. The request would allow for the construction of two multi-family buildings with a total of 60-70 residential units, approximately 4,000 square feet of amenity space, and 60-70 on-site parking spaces. These properties lie north and east of an existing corner store and daycare center, and west of Green Man Park. 750-758 E. McMillan Street and 2507 Stanton Avenue are located within the Walnut Hills Neighborhood Business District and the Peebles Corner National Historic District.

**ADJACENT LAND USE AND ZONING:**

The properties requested are currently zoned Transect Zone 4 Neighborhood Small Footprint (T4N.SF) and Transect Zone 4 Neighborhood Small Footprint – Open (T4N.SF-O). The existing zoning and land use surrounding the subject site is as follows:

**North:**

Zoning: T4N.SF and T4N.SF-O  
Existing Use: Small scale residential (1-3 units)

**East:**

Zoning: T4N.SF-O and T5MS  
Existing Use: Divine Daycare, Green Man Park, small scale residential (1-3 units)

**South:**

Zoning: T4N.SF, T4N.SF-O, and PD-78  
Existing Use: Divine Daycare, Poste Phase I mixed-used development, retail (Johnny’s Market), Single-Family residential

**West:**

Zoning: T4N.SF, T4N.SF-O, and T5N.LS-O  
Existing Use: Divine Daycare, retail, small scale residential (1-3 units), vacant land

**PROPOSED DEVELOPMENT AND CHANGES TO CONCEPT PLAN:**

The approved Concept Plan and Development Program Statement for PD-78 consists of a 124-unit mixed-use development and 116 parking spaces as outlined in the “Background” section of this report. The current PD-78 site is 2.724 acres in size.

The proposed zone change and Major Amendment to the Concept Plan and Development Program Statement would expand the Planned Development to the north side of E. McMillan Street and add 1.779 acres. The added acreage includes an approximately 1.026-acre site at 2508-2520 Hemlock Street, 750-758 E. McMillan Street, and 2507-2517 Stanton Avenue, and an approximately 0.235-acre site at 2521-2525 Chatham Street, not including the associated rights-of-way. The existing residential units and parking from Poste Phase I would not be altered by the Major Amendment.

Milhaus and the Walnut Hills Redevelopment Foundation (WHRF) are co-developing the proposed project, known as Poste Phase II. The development is proposed to be a mix of studios (approximately 10-15%), one-bedroom (approximately 50-60%), and two-bedroom (approximately 30-40%) units across two buildings. Ten percent (10%) of units will be set-aside for households making 80-120% of Area Median Income (AMI) and one unit will be set aside for a household making 60% AMI. Primary exterior materials for both buildings are proposed to include masonry, metal panels, windows, and fiber cement siding. Thirty percent (30%) of the total area of Poste Phase II will be open space. The petitioner aims to begin construction in July of 2021 with construction completed in September of 2022. The differences between the approved Concept Plan and proposed Major Amendment are summarized in the table below.

	<b>Previously Approved Concept Plan</b>	<b>Proposed Major Amendment to the Concept Plan</b>	<b>Proposed Totals</b>
<b>Acreage</b>	<b>Total of 2.724 acres</b>	<b>Additional 1.779 acres</b>	<b>Total of 4.503 acres</b>
<b>Number of Buildings</b>	<b>3 Buildings</b>	<b>Additional 2 Buildings</b>	<b>5 Buildings</b>
<b>Number of Residential Units</b>	<b>124 Total units</b>	<b>Additional 60-70 units</b>	<b>184-194 Total units</b>
<b>Commercial Space</b>	<b>4,420 square feet</b>	<b>No proposed change</b>	<b>4,420 square feet</b>
<b>Amenity Space</b>	<b>None</b>	<b>Approximately 4,000 square feet</b>	<b>Approximately 4,000 square feet</b>
<b>Parking</b>	66 surface spaces 44 garage spaces 6 accessible spaces <b>116 Total spaces</b>	<b>Additional 60-70 surface spaces</b>	<b>176-186 Total spaces</b>

**2508-2520 Hemlock Street, 750-758 E. McMillan Street, and 2507-2517 Stanton Avenue**

The properties at 2508-2520 Hemlock Street are currently zoned T4N.SF while 750-758 E. McMillan Street and 2507-2517 Stanton Avenue are zoned T4N.SF-O. All properties are proposed to be rezoned as PD-78 and consolidated into a site of approximately 1.026-acres, not including the rights-of-way. All parcels are currently vacant.

The land north of E. McMillan between Hemlock Street and Stanton Avenue is the proposed site for a three-story residential building with 49-58 units and 50-58 on-site parking spaces, including accessible spaces. The proposed building height is approximately 37 feet, 4 inches. The first floor will consist of approximately 4,000 feet of amenity space fronting E. McMillan Street, including a fitness center, bike storage room, package room, pet wash station, and leasing office to serve the entirety of the Poste developments. Vehicular access to the parking lot for the building is proposed from Hemlock Street. The main community entrance will be located on the corner of E. McMillan Street and Stanton Avenue with an additional individual building entrance along Stanton Avenue.

**2521-2525 Chatham Street**

2521 and 2525 Chatham Street are proposed to be rezoned from T4N.SF-O to PD-78 and consolidated into an approximately 0.235-acre site, not including the rights-of-way. These two lots are currently vacant. The Major Amendment proposes the construction of an 11-12-unit multi-family building. The proposed building would be three-stories and approximately 34 feet, 5 inches tall. Parking for these properties is proposed to be 10-12 on-site surface parking spaces, accessed from Stanton Avenue. Individual building entrances will be located on Stanton Avenue and Chatham Street.

**BASIC REQUIREMENTS OF A PLANNED DEVELOPMENT DISTRICT:**

Per §1429 of the Cincinnati Zoning Code, *Basic Requirements*, PD Districts and development within PD Districts must comply with the following:

- a) ***Minimum Area*** – *The minimum area of a PD must be two contiguous acres.*

The existing PD consists of 2.724 acres and the proposed zone change area is approximately 1.779 contiguous acres, creating a total area of 4.503 contiguous acres for PD-78.

- b) ***Ownership*** – *Evidence that the applicant has sufficient control over the tract of land to affect the proposed plan, including a list of all ownership and beneficial interests in the tract of land and the proposed development are required.*

The petitioner has provided purchase agreements for the properties at 2508-2520 Hemlock Street, 2507-2517 Stanton Avenue, and 2521-2525 Chatham Street (part of Exhibit D). The remaining 3 parcels, 750-758 E. McMillan Street, are owned by the City of Cincinnati. Milhaus is working with the Department of Community and Economic Development on the purchase of these remaining parcels.

- c) ***Multiple buildings on a lot*** – *More than one building is permitted on a lot.*

The submitted Major Amendment to the Concept Plan and Development Program Statement indicates two buildings on 15 parcels. The 15 parcels will be consolidated into two lots, with one building on a parcel between Hemlock Street and Stanton Avenue and one on the parcel between Stanton Avenue and Chatham Street.

- d) ***Historic Landmarks and Districts*** – *Whenever a Planned Development application is filed for a property wholly or partially located within a historic landmark, historic district, or involving a historic structure, the Historic Conversation Board shall advise the City Planning Commission relating to approval of the Final Development Plan.*

Although a portion of the site is located within the Peebles Corner National Register Historic District, the Final Development Plan shall be reviewed by the Historic Conservation Board prior to City Planning Commission review for local historic districts only. Therefore, Historic Conservation Board approval is not needed for the proposed project.

- e) ***Hillside Overlay Districts*** – *Whenever a Planned Development application is filed for a property wholly or partially located within a Hillside Overlay District, the City Planning Commission shall approve the Final Development Plan.*

No portion of the site is located within a Hillside Overlay District.

- f) ***Urban Design Overlay District*** – *Whenever a Planned Development application is filed for a property wholly or partially located within an Urban Design Overlay District, the City Planning Commission shall approve the Final Development Plan.*

No portion of the site is located within an Urban Design Overlay District.

**CONCEPT PLAN AND DEVELOPMENT PROGRAM STATEMENT:**

According to §1429-09 of the Cincinnati Zoning Code, *Concept Plan and Development Program Statement*, a petition to rezone a property to PD must include a Concept Plan and Development Program

Statement (Exhibit D). The purpose is to describe the proposed use or uses to be conducted in the PD District. The Concept Plan and Development Program Statement must include text or diagrams that specify:

- a. **Plan Elements** – *A survey of the tract to be developed, providing a metes and bounds description of the property and the survey of property lines and total acreage. Additionally, the plan should include the location in general terms, of land areas to be developed, including: type and description of proposed land uses, buildings and structures; street rights-of-way and driveways; parcel boundaries and proposed lots, including set back lines; building heights; pedestrian circulation systems and open space or other facilities; and proposed topography, drainage, landscaping and buffer plantings.*

The petitioner has submitted a proposed Major Amendment to the Concept Plan and Development Program Statement (Exhibit D) that includes sufficient information regarding proposed uses, building locations, street access, pedestrian circulation systems, and open space and landscaping.

- b. **Ownership** – *Evidence that the applicant has sufficient control over the tract of land to affect the proposed plan, including a list of all ownership and beneficial interests in the tract of land and the proposed development.*

The petitioner has provided purchase agreements for the properties at 2508-2520 Hemlock Street, 2507-2517 Stanton Avenue, and 2521-2525 Chatham Street (part of Exhibit D). The remaining 3 parcels, 750-758 E. McMillan Street, are owned by the City of Cincinnati. Milhaus is working with the Department of Community and Economic Development on the purchase of these remaining parcels.

- c. **Schedule** – *Time schedule of projected development, if the total site is to be developed in phases or if construction is to extend beyond a two-year time period.*

The petitioner has provided an approximate schedule for the Concept Plan, with construction beginning July 2021 and continuing until September 2022. The development will be constructed in one phase.

- d. **Preliminary Reviews** – *A preliminary review of geo-technical, sewage, water, drainage and refuse collection.*

The project has gone through a Development Design Review as part of the City's Coordinated Site Review Process (see "Coordinated Site Review" section below).

- e. **Density and Open Space** – *Any other information requested by the Director of City Planning or the City Planning Commission*

The project has a proposed density of 47 units per acre and 30 percent (approximately 12,163 square feet) of the site is set aside as open space.

#### **MAJOR AMENDMENT TO CONCEPT PLAN AND DEVELOPMENT PROGRAM STATEMENT:**

The Cincinnati Zoning Code (§ 1429-12) allows for amendments to the Concept Plan. Major Amendments must be approved by the City Planning Commission and City Council as a zoning map amendment. The petitioner wishes to increase the size of the PD by 1.779 acres of land and introduce two additional buildings into the Planned Development, increasing the total number of units by 40-48%, which qualifies the request as a Major Amendment. The Major Amendment includes:



- A change in zoning north of the existing PD-78 site for the properties located at 2508-2520 Hemlock Street, 750-758 E. McMillan Street, 2507-2517 Stanton Avenue, and 2521-2525 Chatham Street within the form-based code districts T4N.SF and T4N.SF-O. The properties are proposed to be rezoned Planned Development #78 (PD-78).
- The proposed plan for the additional area to be added to PD-78 as a Major Amendment to the Concept Plan and Development Program Statement for PD-78. This plan includes a three-story, multi-family building with approximately 4,000 square feet of ground-floor amenity space, 49-58 residential units, and 50-58 parking spaces at 2508-2520 Hemlock Street, 750-758 E. McMillan Street, and 2507-2517 Stanton Avenue, as well as a three-story, multi-family building with 11-12 units and 10-12 parking spaces at 2521-2525 Chatham Street.

**FINAL DEVELOPMENT PLAN:**

Pursuant to §1429-13 *Final Development Plan*, a Final Development Plan must be submitted to City Planning Commission after approval of the Concept Plan and Planned Development (PD) designation by City Council. The Final Development Plan must substantially conform to the approved Concept Plan and Development Program Statement.

The petitioner will need to return to City Planning Commission for approval of the Final Development Plan following an additional Coordinated Site Review process at the Technical Design level. Once the petitioner has submitted for a Final Development Plan, City staff will hold another public staff conference as well.

**COORDINATED SITE REVIEW:**

The petitioner submitted their proposed project for Coordinated Site Review as a Developmental Design Review in January of 2020. During the review of the project, the Department of City Planning identified the need for a zone change from T4N.SF and T4N.SF-O to PD-78 and a Major Amendment to the Concept Plan and Development Program Statement for PD-78. City departments provided feedback and requirements moving forward with the proposed project but did not report major concerns. The Fire Department and Greater Cincinnati Water Works (GCWW) provided comments about testing the flows of nearby fire hydrants, which has been addressed (part of Exhibit D). The Coordinated Site Review letter is included as Exhibit E.

**DIVERSITY AND ECONOMIC INCLUSION:**

The petitioner plans to use commercially reasonable efforts to meet or exceed goals for 25% MBE, 7% WBE, and 30% SBE participation.

**PUBLIC COMMENT:**

The WHRF has been facilitating conversations between Milhaus and the community for several months. On October 10, 2019 Milhaus presented the initial conceptual program and site plan at the monthly Walnut Hills Area Council (WHAC) meeting as an introduction to Poste Phase II. Since then, Milhaus has engaged with the community on several occasions, including two focus groups held May 4, 2020 and May 11, 2020. During the focus groups, three primary themes arose: affordability, parking, and exterior design. Milhaus intends to set aside 10% of Poste Phase II units for households making 80-120% of AMI, though the petitioner notes that all units are currently projected to fall within that range, with 80% of units affordable to households making 80% AMI. The petitioner has also since increased the number of parking

spaces for a 1:1 parking ratio. Furthermore, Milhaus has modified exterior design plans to change from white to gray siding and to incorporate some elements of red brick masonry. An outline of neighborhood involvement is included as Exhibit F.

The Department of City Planning held a virtual public staff conference on the proposed zone change and Major Amendment on August 24, 2020. Notices were sent to property owners within a 400-foot radius of the subject properties and the Walnut Hills Area Council. Representatives from Milhaus, staff from the Department of City Planning, the Executive Director of the WHRF, the President of the WHAC, and eight community members were present at the meeting. A primary concern raised during the staff conference was the number of off-street parking spaces for future residents. Surrounding property owners were concerned how traffic and on-street parking could be impacted on Hemlock, Stanton, and Chatham. Residents asked about potential improvements to nearby Hollander Alley to alleviate some parking concerns. Other concerns and questions pertained to the pricing of units, existing impacts on surrounding property owners from Poste Phase I residents with cars and pets, the removal of existing trees and future landscaping plans, and how Divine Daycare and Johnny's Market, both on the block between Hemlock Street and Stanton Avenue next to the proposed development, could be impacted. Both the daycare and market will remain and Milhaus will provide fencing between the parking and Divine Daycare's playground.

The petitioner additionally met with the community twice in September. During the September 10, 2020 WHAC meeting, Milhaus noted that one unit in Poste Phase II will be affordable for households making up to 60% AMI for five years after receiving Certificate of Occupancy. One unit in Poste Phase I will also be affordable for households at or below 60% AMI for five years. The petitioner also committed to facilitate cleanup efforts of Hollander Alley. The Walnut Hills Area Council has submitted a letter of support for the proposed zone change and Major Amendment to the Concept Plan and Development Program Statement (Exhibit G).

Notices for the City Planning Commission meeting scheduled for November 20, 2020 were sent to all property owners within a 400-foot radius of the subject properties, staff conference attendees, and the Walnut Hills Area Council. Notices were sent to the same parties for the December 18, 2020 City Planning Commission meeting. To date we have received two letters in opposition to the proposal (Exhibit H).

#### **CONSISTENCY WITH PLANS:**

##### *Plan Cincinnati* (2012)

The proposed Major Amendment to the Concept Plan is consistent with the Live Initiative Area of *Plan Cincinnati* within the Goals to "Create a more livable community" (p. 156), and "Provide a full spectrum of housing options and improve housing quality and affordability" (p. 164). Specifically, the request is consistent with the Strategies to "Become more walkable" (p. 157), "Provide quality healthy housing for all income levels" (p. 165), and "Offer housing options of varied sizes and types for residents at all stages of life" (p. 169). The proposed Major Amendment would permit the construction of two multi-family buildings on currently vacant parcels near the Walnut Hills Business District, adding a total of 60-70 units of housing to the neighborhood.

The proposed Major Amendment to the Concept Plan is also consistent with *Plan Cincinnati's* Geographic Principles to "Focus revitalization on existing centers of activity" (p. 86). This area in Walnut Hills is identified as a "Neighborhood Center" and a "Center of Activity" (p. 86-87). This part of Walnut Hills is also classified as a "Traditional Neighborhood," which means it includes one or more main streets within

a short walking distance from a large percentage of homes, and is an interconnected network of streets that are small to medium block sizes and has many small footprint, medium-density housing types (p. 88). Walnut Hills is identified as a neighborhood center that needs to “Transform,” that is to “target major opportunities for large-scale changes, such as infill, redevelopment, and public improvements” to realize its full potential (p. 90). The proposed development is consistent with this Geographic Principle of *Plan Cincinnati*.

*Walnut Hills Reinvestment Plan (2017)*

The request is also consistent with the *Walnut Hills Reinvestment Plan*. The housing market analysis states that “Walnut Hills is home to many of the young urban professional market segments found in other competitive neighborhoods including Northside, Over-The-Rhine, Clifton, and Oakley. There could be opportunities to attract more of these types of households to Walnut Hills if the neighborhood continues to improve marketability and offer the types of housing that are attractive to these groups. These groups tend to have higher incomes and can afford newly constructed (or rehabilitated) market rate construction. Given the cost of construction and increasing housing demand, new construction will likely not be affordable to many existing residents without subsidy” (p. 30). Milhaus is proposing a market-rate development, with some units affordable to households making 80-120% AMI and one unit for a household making 60% AMI.

The plan calls for three areas of Walnut Hills to focus development resources, including Peebles Corner, where this proposed development falls within. For this area, the plan specifically states “Continued investments in this area are intended to build upon previous revitalization efforts that include streetscaping along East McMillan, Trevarren Flats, the future Paramount Building redevelopment, Fireside Pizza, and Five Points Alley. This area has the most visibility and pedestrian activity and future investment should continue to enhance the retail environment and parking access and increase the number of higher-density residential units. Residential development should include a mix of rehab and new construction in mixed-use and residential buildings” (p. 54). The plan specifically calls for a second phase of the Firehouse Row development, stating “Firehouse Row Phase II: A second side of Green Man Park will be developed in the completion of Firehouse Row. This mixed-use, mixed-income development transitions in scale from five stories along McMillan to three stories along Stanton and Hemlock. Options exist to retain the daycare and corner store or to include them in the redevelopment” (p. 58-59).

Finally, the *Walnut Hills Reinvestment Plan* lists supports for a zone change for this site to allow the proposed development to move forward (p. 88).

**CITY PLANNING COMMISSION ACTION:**

According to Section §1429-11(a) of the Cincinnati Zoning Code, City Planning Commission may recommend approval or conditional approval, with restrictions on the establishment of a PD District on finding that all of the following circumstances apply:

1. The PD concept plan and development program statement are consistent with applicable plans and policies and is compatible with surrounding development;

*The proposal is consistent with the Live Initiative Area and the Guiding Geographic Principles of Plan Cincinnati (2012) and with the Walnut Hills Reinvestment Plan (2017). It is compatible with surrounding development as the proposed development is partially surrounded by residential uses, and the development is residential.*

2. The PD concept plan and development program statement enhance the potential for superior urban design in comparison with the development under the base district regulations that would apply if the plan were not approved;

*The Concept Plan proposes two multi-family buildings on currently vacant land, reactivating the sites. The proposed 3-story design would not be permissible under the existing T4N.SF and T4N.SF-O zones. A rezoning to PD also provides continuity with the existing Poste Phase I site on the south side of E. McMillan Street.*

3. Deviations from the base district regulations applicable to the property at the time of the PD application are justified by compensating benefits of the PD concept plan and development program statement;

*The base zoning permits residential developments up to 2 ½ stories in height. The PD district will enable two proposed 3-story buildings, providing greater height and density partially within the Walnut Hills Business District, or within walking distance of the district, than would otherwise be permissible while remaining consistent with the intent of the base district.*

4. The PD Concept Plan and Development Program Statement includes adequate provisions for utility services, refuse collection, open space, landscaping and buffering, pedestrian circulation, traffic circulation, building design and building location.

*All aspects are covered in the submitted Concept Plan or will be detailed in the Final Development Plan.*

#### **ANALYSIS:**

The proposed zone change would rezone 1.779 acres of land from T4N.SF and T4N.SF-O to PD-78, expanding the existing Planned Development (PD-78). The proposed Major Amendment would introduce two additional buildings to the Poste development with 60-70 units of housing, approximately 4,000 square feet of amenity space, and 60-70 spaces for on-site parking.

The proposed new construction would reactivate currently vacant lots, increasing housing opportunities in the area and creating increased walkability along E. McMillan Street and Stanton Avenue into the heart of the business district. Furthermore, a second phase of development is specifically called for on this site in the *Walnut Hills Reinvestment Plan* (2017).

Lastly, the petitioner has engaged the Walnut Hills Area Council on multiple occasions and has modified their plans to address community concerns where feasible.

#### **FINDINGS:**

It is the opinion of the staff of the Department of City Planning that the Major Amendment to the Concept Plan is in compliance with §1429-12 of the Cincinnati Zoning Code, *Amendments to a Planned Development Concept Plan*, as outlined on pages 6-7 of this report. The proposal is consistent with the purpose of the Planned Development District Regulations. The petitioner has successfully met all basic requirements of the Planned Development District. The Major Amendment will not negatively impact the existing character of the surrounding area.

**RECOMMENDATION:**

The staff of the Department of City Planning recommends that the City Planning Commission take the following actions:

1. **APPROVE** the proposed change in zoning at 2508-2520 Hemlock Street from T4N.SF to Planned Development #78 (PD-78) and at 750-758 East McMillan Street, 2507-2517 Stanton Avenue, and 2521-2525 Chatham Street from T4N.SF-O to Planned Development #78 (PD-78);
2. **APPROVE** the Major Amendment to the Concept Plan and Development Program Statement for Planned Development #78, Firehouse Row, as specified on pages 3-7 of this report; and
3. **ADOPT** the Department of City Planning Findings as detailed on page 10 of this report.

Respectfully submitted:

Approved:



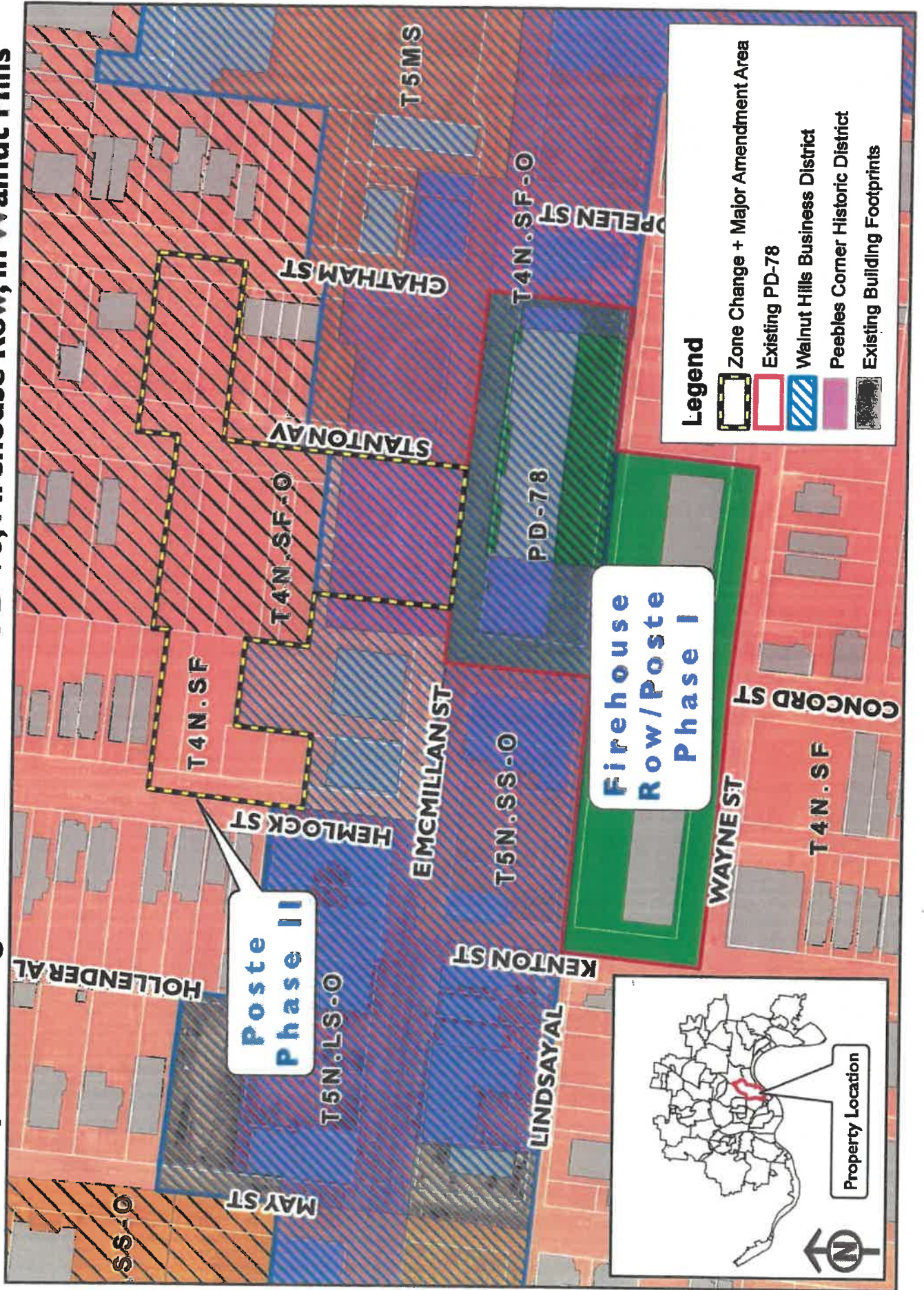
Kira Palmer, AmeriCorps VISTA  
Department of City Planning



Katherine Keough-Jurs, AICP, Director  
Department of City Planning



**EXHIBIT A**  
**Proposed Zone Change and Major Amendment to the Concept Plan and Development Program Statement for PD-78, Firehouse Row, in Walnut Hills**



PETITION FOR CHANGE OF ZONING OF PROPERTY  
LOCATED IN THE CITY OF CINCINNATI, OHIO

To: The Honorable Council of the City of Cincinnati

Date: 3/27/20

I hereby request your Honorable Body to amend the Zoning Map of the City of Cincinnati by changing the area described in the attached legal documentation and depicted on the attached plat from the T4N-SF-O Zone District to the PD Zone District.

Location of Property (Street Address): 2508, 2510, 2512, 2514, 2516, 2518, and 2520 Hemlock St.

Area Contained in Property (Excluding Streets): 0.0311 acres

Present Use of Property: Open Space

Proposed Use of Property & Reason for Change: Rezoning to accommodate a bespoke Multifamily development project

Property Owner's Signature: *Marc Gilloli* dotloop verified 04/01/20 6:19 PM EDT 048H-U8N1-UBN1-4R19

Name Typed: Marc Gilloli

Address: PO Box 29088 Cincinnati OH 45229 Phone: 513-604-5159

Agent Signature: *Denise Guiducci* dotloop verified 04/01/20 4:24 PM EDT VMEU-TGPM-LHNC-3098

Name Typed: \_\_\_\_\_

Address: Coldwell Banker 1400 Elm St., Cincinnati OH 45202 Phone: 513-703-2353

Please Check if the Following Items are Attached

Application Fee \_\_\_\_\_ Copies of Plat X Copies of Metes and Bounds X

**PETITION FOR CHANGE OF ZONING OF PROPERTY  
LOCATED IN THE CITY OF CINCINNATI, OHIO**

To: The Honorable Council of the City of Cincinnati

Date: 4/3/20

I hereby request your Honorable Body to amend the Zoning Map of the City of Cincinnati by changing the area described in the attached legal documentation and depicted on the attached plat from the T4N-SF-O Zone District to the PD Zone District.

Location of Property (Street Address): 2509, 2513, 2517 Stanton Ave. and 2521, 2525 Chatham St.

Area Contained in Property (Excluding Streets): 0.768 acres

Present Use of Property: Open Space

Proposed Use of Property & Reason for Change: Rezoning to accommodate a bespoke Multifamily development project

Property Owner's Signature: \_\_\_\_\_

Name Typed: Hamilton County Land Reutilization Corporation

Address: 3 E. 4th St., Ste. 300, Cincinnati, OH 45202 Phone: 513-621-3000

Agent Signature: Jessica Powell

Name Typed: Jessica Powell

Address: 3 E. 4th St., Ste. 300, Cincinnati, OH 45202 Phone: 513-621-3000

Please Check if the Following Items are Attached

Application Fee \_\_\_\_\_

Copies of Plat X

Copies of Metes and Bounds X



**PETITION FOR CHANGE OF ZONING OF PROPERTY  
LOCATED IN THE CITY OF CINCINNATI, OHIO**

To: The Honorable Council of the City of Cincinnati

Date: 4/3/20

I hereby request your Honorable Body to amend the Zoning Map of the City of Cincinnati by changing the area described in the attached legal documentation and depicted on the attached plat from the T4N-SF-O Zone District to the PD Zone District.

Location of Property (Street Address): 2507 Stanton Ave.

Area Contained in Property (Excluding Streets): 0.173 acres

Present Use of Property: Open Space

Proposed Use of Property & Reason for Change: Rezoning to accommodate a bespoke Multifamily development project

Property Owner's Signature: \_\_\_\_\_

Name Typed: Walnut Hills Redevelopment Foundation

Address: 656 McMillan St., Cincinnati OH 45206 Phone: 513-593-9473

Agent Signature: \_\_\_\_\_

Name Typed: Samantha Reeves

Address: 656 McMillan St. Cincinnati, OH 45206 Phone: 513-593-9473

Please Check if the Following Items are Attached

Application Fee \_\_\_\_\_

Copies of Plat X

Copies of Metes and Bounds X



**KLEINGERS GROUP**  
 10000 W. 10th Avenue, Suite 100  
 Greenwood Village, CO 80120  
 Phone: 303.751.1000  
 Website: kleingers.com

**CITY OF AURORA**  
 1000 EAST COLFAX AVENUE  
 AURORA, CO 80010  
 PHONE: 303.271.7000

**ZONING PLAT**  
**4,779 ACRES**  
 SUBDIVISION & ZONING MAP  
 FOR THE CITY OF AURORA  
 PREPARED BY: KLEINGERS GROUP



**LEGEND**  
 [Symbol] UNDEVELOPED LAND TO BE TRANSFERRED TO TRUST  
 [Symbol] LAND TO BE TRANSFERRED TO DEVELOPER

- 1. PARCELS 1 AND 2: UNDEVELOPED LAND TO BE TRANSFERRED TO TRUST
- 2. PARCELS 3 AND 4: UNDEVELOPED LAND TO BE TRANSFERRED TO TRUST
- 3. PARCELS 5 AND 6: UNDEVELOPED LAND TO BE TRANSFERRED TO TRUST
- 4. PARCELS 7 AND 8: UNDEVELOPED LAND TO BE TRANSFERRED TO TRUST
- 5. PARCELS 9 AND 10: UNDEVELOPED LAND TO BE TRANSFERRED TO TRUST
- 6. PARCELS 11 AND 12: UNDEVELOPED LAND TO BE TRANSFERRED TO TRUST
- 7. PARCELS 13 AND 14: UNDEVELOPED LAND TO BE TRANSFERRED TO TRUST
- 8. PARCELS 15 AND 16: UNDEVELOPED LAND TO BE TRANSFERRED TO TRUST



CINCINNATI  
COLUMBUS  
DAYTON  
LOUISVILLE

6219 Centre Park Drive  
West Chester, OH 45069  
phone ► 513.779.7851  
fax ► 513.779.7852  
[www.kleingers.com](http://www.kleingers.com)

**Legal Description**  
**1.779 Acres**

Situated in Section 8, Town 3, Fractional Range 2, BTM, City of Cincinnati, Hamilton County, Ohio, being a rezone area, the boundary of which being more particularly described as follows:

Beginning at the centerline intersection of McMillan Street and Stanton Avenue;

Thence along said McMillan Street centerline, N83°55'15"W a distance of 131.97 feet;

Thence the following six (6) courses:

1. N05°55'05"E a distance of 130.00 feet;
2. N83°55'15"W a distance of 53.03 feet;
3. N05°55'05"E a distance of 65.00 feet;
4. N83°55'15"W a distance of 85.00 feet;
5. S06°04'05"W a distance of 75.00 feet;
6. N83°55'15"W a distance of 75.37 feet to a point in the centerline of Hemlock Street;

Thence along said centerline, N06°04'05"E a distance of 150.00 feet;

Thence the following three (3) courses:

1. S83°55'15"E a distance of 180.17 feet;
2. N05°55'05"E a distance of 9.75 feet;
3. S83°55'15"E a distance of 185.00 feet to a point in the aforementioned centerline of Stanton Avenue;

Thence along said centerline, N05°55'05"E a distance of 40.71 feet;

Thence S83°56'08"E a distance of 174.18 feet to a point in the centerline of Chatham Street;

Thence along said centerline, S05°57'32"W a distance of 85.88 feet;

Thence N83°56'08"W a distance of 174.12 feet to a point in the aforementioned centerline of Stanton Avenue;

Thence along said centerline S05°55'05"W a distance of 234.58 feet to the point of beginning.

Containing 1.779 acres, more or less and being subject to easements, restrictions and rights of way of record.

Bearings are based on The Ohio State Plane Coordinate System-South Zone as derived from the Ohio Department of Transportation's Virtual Reference Stationing (VRS)(NAD 83)

The above description is for rezoning purposes only.



NO.	DATE	REVISIONS AND/OR ISSUES



PROPOSED DEVELOPMENT FOR  
**MILHAUS FIREHOUSE ROW**  
 WAMT HILLS  
**LESZMAN ENGINEERING & ASSOC.**  
 ENGINEERING, ARCHITECTURE, PLANNING  
 5200 YORK HILLS DRIVE, SUITE 400  
 WEST HAVEN, CT 06457-1000  
 (203) 792-1100

**715**  
 engineers

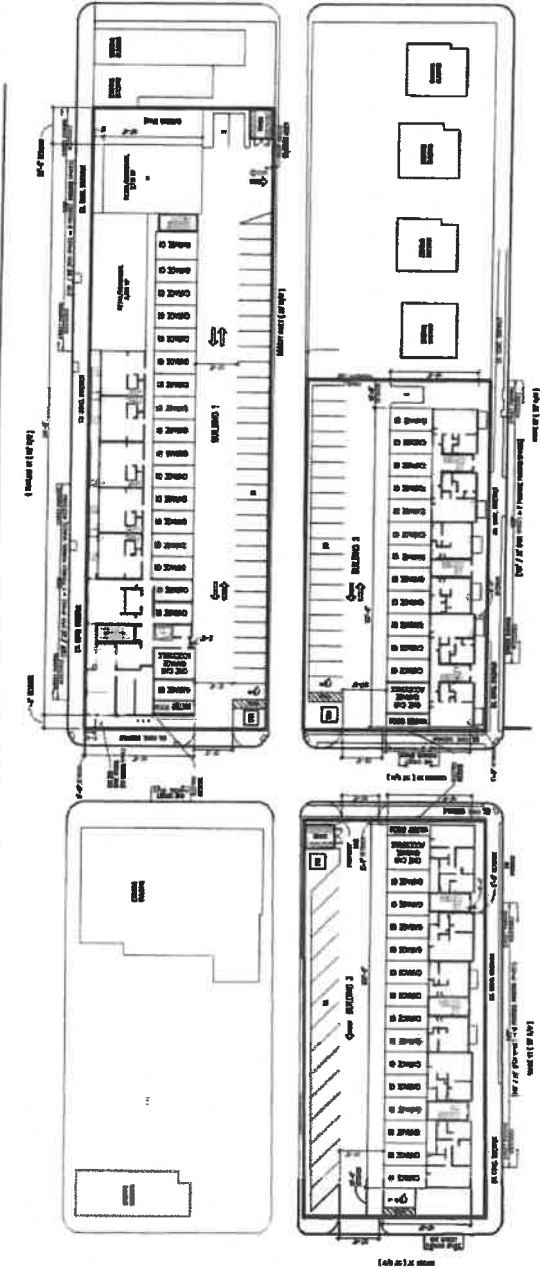
DRAWING TITLE

CONCEPT PLAN

DATE	
SCALE	
PROJECT NO.	
CLIENT	
NO.	

DRAWING NO.  
**C1**

IF YOU HAVE ANY QUESTIONS  
 BEFORE YOU DIG  
 CALL 811



**SITE PARKING SUMMARY (8.5' x 18' SPACES)**

	BUILDING 1	BUILDING 2	BUILDING 3	TOTAL
GARAGE	18	12	14	44
SURFACE	32	20	14	66
ALL SURF	50	32	28	110
GARAGE	1	1	1	3
SURFACE	2	2	2	6
TOTAL	52	34	30	116

**STREET PARKING SUMMARY**

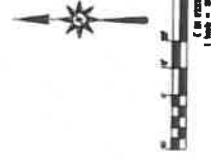
	BUILDING 1	BUILDING 2	BUILDING 3	TOTAL
ADJUTING	11	0	7	26
TOTAL	11	0	7	26

**BIKE PARKING**

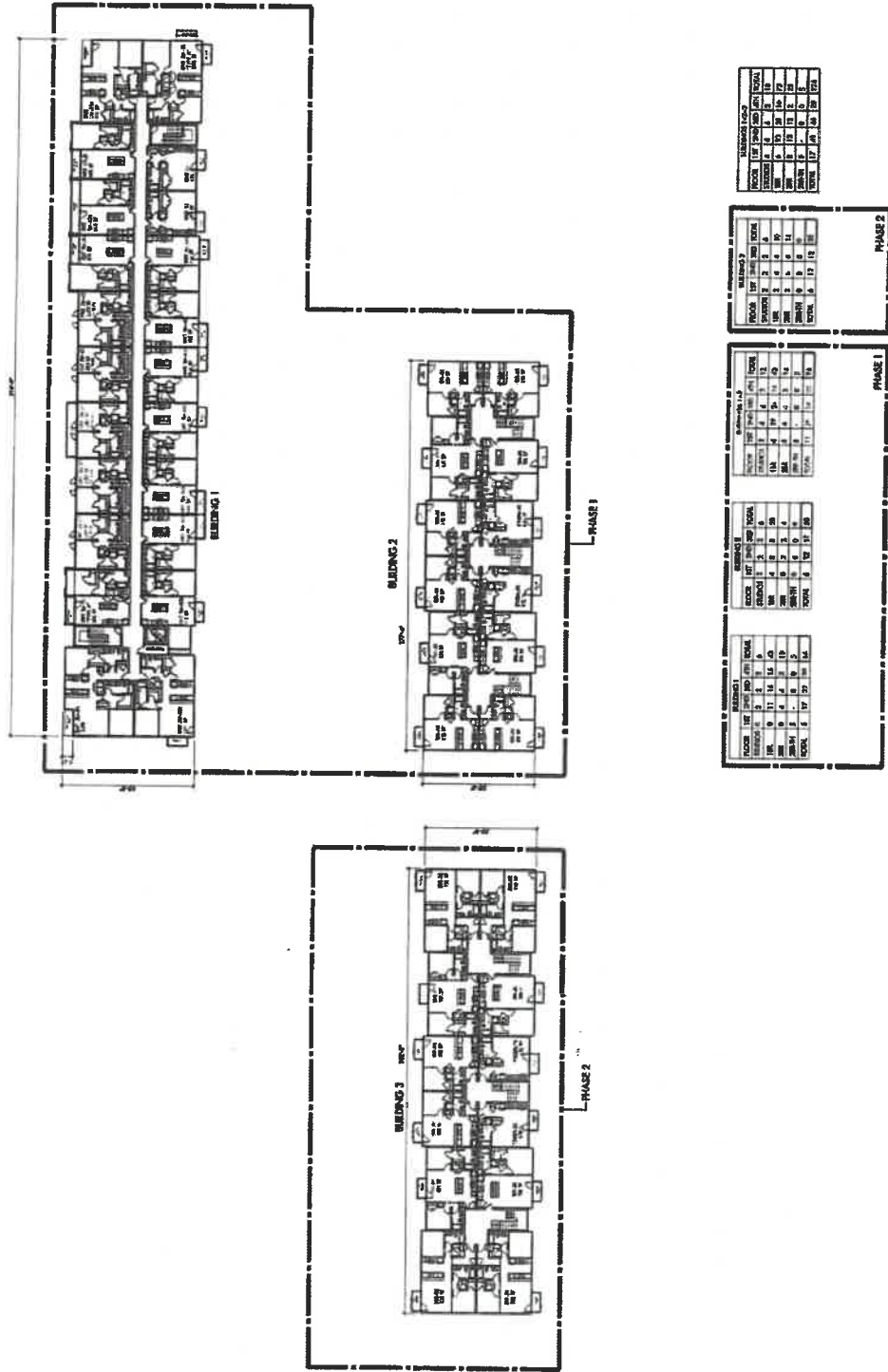
INTERIOR	49
EXTERIOR	12
TOTAL	61

**DENSITY CALCULATIONS**

	BUILDING 1	BUILDING 2	BUILDING 3
SQ. FOOTAGE	17,779	8,489	9,719
LOT AREA (SF)	34,910	18,638	22,005
F.A.R.	0.51	0.43	0.44
IMP/ACRE (SF)	32,005	16,923	18,654
LSR	0.92	0.86	0.85







BUILDING 1	
FLOOR	TOTAL
PHASE 1	10,000
PHASE 2	10,000
TOTAL	20,000

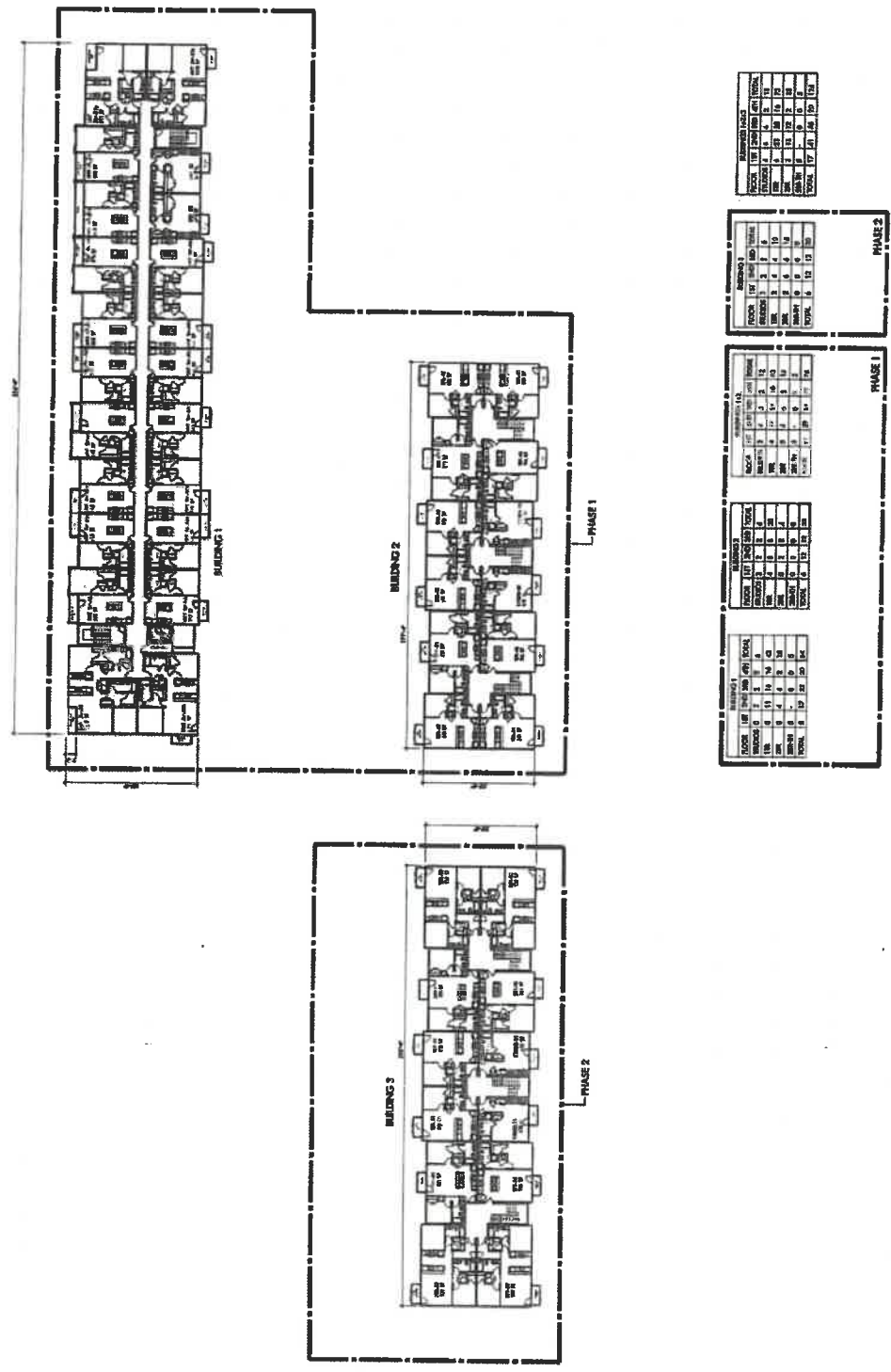
BUILDING 2	
FLOOR	TOTAL
PHASE 1	5,000
PHASE 2	5,000
TOTAL	10,000

BUILDING 3	
FLOOR	TOTAL
PHASE 1	5,000
PHASE 2	5,000
TOTAL	10,000

BUILDING 1	
FLOOR	TOTAL
PHASE 1	10,000
PHASE 2	10,000
TOTAL	20,000

BUILDING 2	
FLOOR	TOTAL
PHASE 1	5,000
PHASE 2	5,000
TOTAL	10,000

BUILDING 3	
FLOOR	TOTAL
PHASE 1	5,000
PHASE 2	5,000
TOTAL	10,000



**BUILDING 1**

FLOOR	1ST	2ND	3RD	4TH	TOTAL
UNITS	1	1	1	1	4
STAIRS	1	1	1	1	4
MECH	1	1	1	1	4
STAIR W/	1	1	1	1	4
TOTAL	4	4	4	4	16

**BUILDING 2**

FLOOR	1ST	2ND	3RD	4TH	TOTAL
UNITS	1	1	1	1	4
STAIRS	1	1	1	1	4
MECH	1	1	1	1	4
STAIR W/	1	1	1	1	4
TOTAL	4	4	4	4	16

**BUILDING 3**

FLOOR	1ST	2ND	3RD	4TH	TOTAL
UNITS	1	1	1	1	4
STAIRS	1	1	1	1	4
MECH	1	1	1	1	4
STAIR W/	1	1	1	1	4
TOTAL	4	4	4	4	16

**BUILDING 1**

FLOOR	1ST	2ND	3RD	4TH	TOTAL
UNITS	1	1	1	1	4
STAIRS	1	1	1	1	4
MECH	1	1	1	1	4
STAIR W/	1	1	1	1	4
TOTAL	4	4	4	4	16

**BUILDING 2**

FLOOR	1ST	2ND	3RD	4TH	TOTAL
UNITS	1	1	1	1	4
STAIRS	1	1	1	1	4
MECH	1	1	1	1	4
STAIR W/	1	1	1	1	4
TOTAL	4	4	4	4	16

**BUILDING 3**

FLOOR	1ST	2ND	3RD	4TH	TOTAL
UNITS	1	1	1	1	4
STAIRS	1	1	1	1	4
MECH	1	1	1	1	4
STAIR W/	1	1	1	1	4
TOTAL	4	4	4	4	16

**PHASE 2**

**PHASE 1**

**PHASE 2**

**PHASE 1**



ARCHITECT  
 PROJECT NO.  
 DATE  
 SHEET NO.

CONTRACT NO.  
 DATE

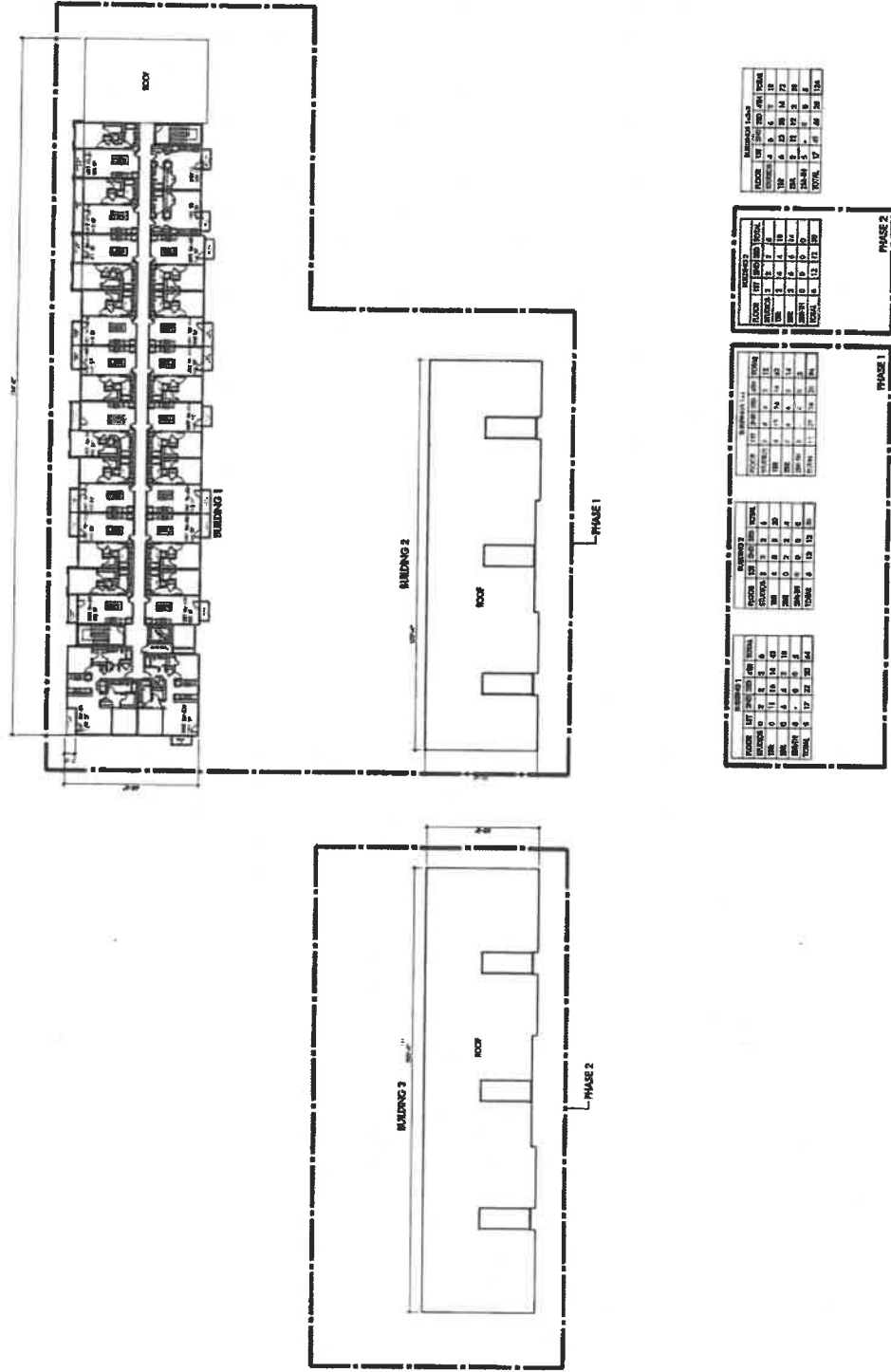
PREPARED BY  
 DATE

MANNING  
 ARCHITECTS  
 P.C.

CHECKED BY  
 DATE

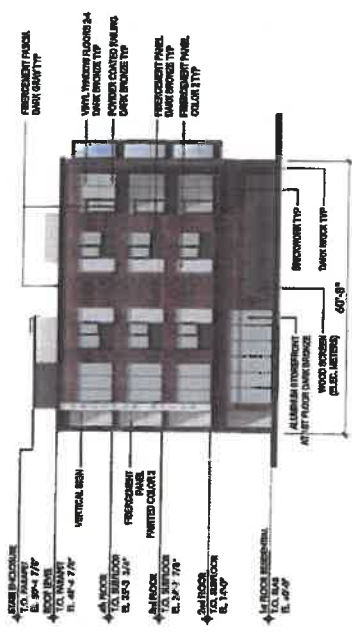
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FOURTH FLOOR PLAN  
 SCALE 1/8" = 1'-0"

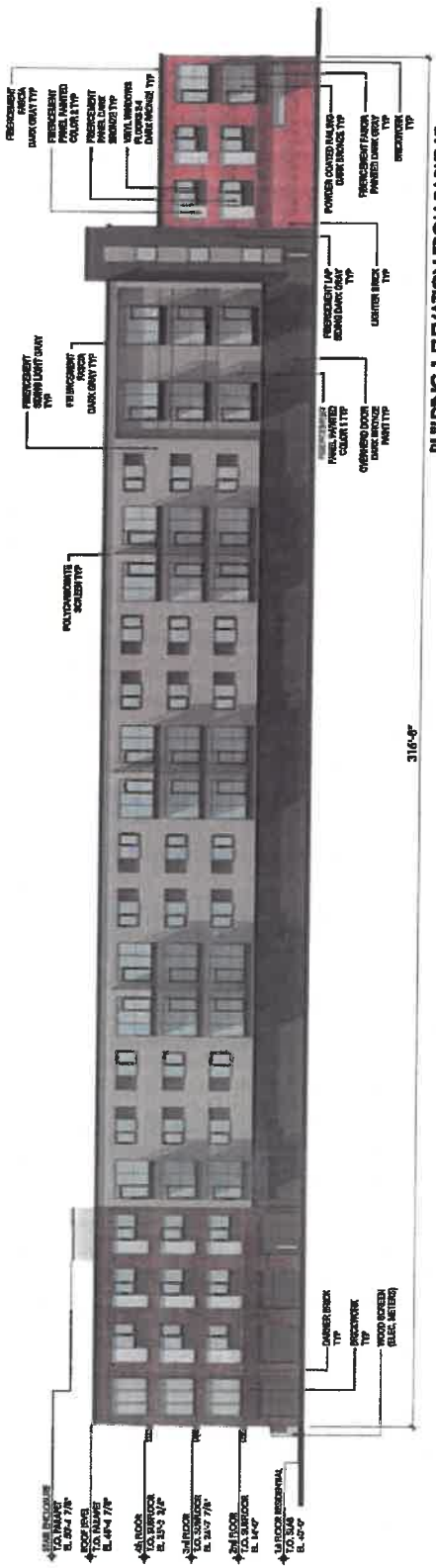


BUILDING 1		BUILDING 2		BUILDING 3		TOTAL	
NO.	AREA	NO.	AREA	NO.	AREA	NO.	AREA
1	100	1	100	1	100	3	300
2	100	2	100	2	100	6	600
3	100	3	100	3	100	9	900
4	100	4	100	4	100	12	1200
5	100	5	100	5	100	15	1500
6	100	6	100	6	100	18	1800
7	100	7	100	7	100	21	2100
8	100	8	100	8	100	24	2400
9	100	9	100	9	100	27	2700
10	100	10	100	10	100	30	3000
11	100	11	100	11	100	33	3300
12	100	12	100	12	100	36	3600
13	100	13	100	13	100	39	3900
14	100	14	100	14	100	42	4200
15	100	15	100	15	100	45	4500
16	100	16	100	16	100	48	4800
17	100	17	100	17	100	51	5100
18	100	18	100	18	100	54	5400
19	100	19	100	19	100	57	5700
20	100	20	100	20	100	60	6000
21	100	21	100	21	100	63	6300
22	100	22	100	22	100	66	6600
23	100	23	100	23	100	69	6900
24	100	24	100	24	100	72	7200
25	100	25	100	25	100	75	7500
26	100	26	100	26	100	78	7800
27	100	27	100	27	100	81	8100
28	100	28	100	28	100	84	8400
29	100	29	100	29	100	87	8700
30	100	30	100	30	100	90	9000
31	100	31	100	31	100	93	9300
32	100	32	100	32	100	96	9600
33	100	33	100	33	100	99	9900
34	100	34	100	34	100	102	10200
35	100	35	100	35	100	105	10500
36	100	36	100	36	100	108	10800
37	100	37	100	37	100	111	11100
38	100	38	100	38	100	114	11400
39	100	39	100	39	100	117	11700
40	100	40	100	40	100	120	12000
41	100	41	100	41	100	123	12300
42	100	42	100	42	100	126	12600
43	100	43	100	43	100	129	12900
44	100	44	100	44	100	132	13200
45	100	45	100	45	100	135	13500
46	100	46	100	46	100	138	13800
47	100	47	100	47	100	141	14100
48	100	48	100	48	100	144	14400
49	100	49	100	49	100	147	14700
50	100	50	100	50	100	150	15000
51	100	51	100	51	100	153	15300
52	100	52	100	52	100	156	15600
53	100	53	100	53	100	159	15900
54	100	54	100	54	100	162	16200
55	100	55	100	55	100	165	16500
56	100	56	100	56	100	168	16800
57	100	57	100	57	100	171	17100
58	100	58	100	58	100	174	17400
59	100	59	100	59	100	177	17700
60	100	60	100	60	100	180	18000
61	100	61	100	61	100	183	18300
62	100	62	100	62	100	186	18600
63	100	63	100	63	100	189	18900
64	100	64	100	64	100	192	19200
65	100	65	100	65	100	195	19500
66	100	66	100	66	100	198	19800
67	100	67	100	67	100	201	20100
68	100	68	100	68	100	204	20400
69	100	69	100	69	100	207	20700
70	100	70	100	70	100	210	21000
71	100	71	100	71	100	213	21300
72	100	72	100	72	100	216	21600
73	100	73	100	73	100	219	21900
74	100	74	100	74	100	222	22200
75	100	75	100	75	100	225	22500
76	100	76	100	76	100	228	22800
77	100	77	100	77	100	231	23100
78	100	78	100	78	100	234	23400
79	100	79	100	79	100	237	23700
80	100	80	100	80	100	240	24000
81	100	81	100	81	100	243	24300
82	100	82	100	82	100	246	24600
83	100	83	100	83	100	249	24900
84	100	84	100	84	100	252	25200
85	100	85	100	85	100	255	25500
86	100	86	100	86	100	258	25800
87	100	87	100	87	100	261	26100
88	100	88	100	88	100	264	26400
89	100	89	100	89	100	267	26700
90	100	90	100	90	100	270	27000
91	100	91	100	91	100	273	27300
92	100	92	100	92	100	276	27600
93	100	93	100	93	100	279	27900
94	100	94	100	94	100	282	28200
95	100	95	100	95	100	285	28500
96	100	96	100	96	100	288	28800
97	100	97	100	97	100	291	29100
98	100	98	100	98	100	294	29400
99	100	99	100	99	100	297	29700
100	100	100	100	100	100	300	30000

BUILDING 1		BUILDING 2		BUILDING 3		TOTAL	
NO.	AREA	NO.	AREA	NO.	AREA	NO.	AREA
1	100	1	100	1	100	3	300
2	100	2	100	2	100	6	600
3	100	3	100	3	100	9	900
4	100	4	100	4	100	12	1200
5	100	5	100	5	100	15	1500
6	100	6	100	6	100	18	1800
7	100	7	100	7	100	21	2100
8	100	8	100	8	100	24	2400
9	100	9	100	9	100	27	2700
10	100	10	100	10	100	30	3000
11	100	11	100	11	100	33	3300
12	100	12	100	12	100	36	3600
13	100	13	100	13	100	39	3900
14	100	14	100	14	100	42	4200
15	100	15	100	15	100	45	4500
16	100	16	100	16	100	48	4800
17	100	17	100	17	100	51	5100
18	100	18	100	18	100	54	5400
19	100	19	100	19	100	57	5700
20	100	20	100	20	100	60	6000
21	100	21	100	21	100	63	6300
22	100	22	100	22	100	66	6600
23	100	23	100	23	100	69	6900
24	100	24	100	24	100	72	7200
25	100	25	100	25	100	75	7500
26	100	26	100	26	100	78	7800
27	100	27	100	27	100	81	8100
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29	100	29	100	29	100	87	8700
30	100	30	100	30	100	90	9000
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32	100	32	100	32	100	96	9600
33	100	33	100	33	100	99	9900
34	100	34	100	34	100	102	10200
35	100	35	100	35	100	105	10500
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37	100	37	100	37	100	111	11100
38	100	38	100	38	100	114	11400
39	100	39	100	39	100	117	11700
40	100	40	100	40	100	120	12000
41	100	41	100	41	100	123	12300
42	100	42	100	42	100	126	12600
43	100	43	100	43	100	129	12900
44	100	44	100	44	100	132	13200
45	100	45	100	45	100	135	13500
46	100	46	100	46	100	138	13800
47	100	47	100	47	100	141	14100
48	100	48	100	48	100	144	14400
49	100	49	100	49	100	147	14700
50	100	50	100	50	100	150	15000
51	100	51	100				



**BUILDING 1 CONCORD ST ELEVATION**  
 SCALE: 1/8" = 1'-0"



**BUILDING 1 ELEVATION FROM PARKING**  
 SCALE: 1/8" = 1'-0"



**BUILDING 1 E. McMILLAN ST ELEVATION**  
 SCALE: 1/8" = 1'-0"





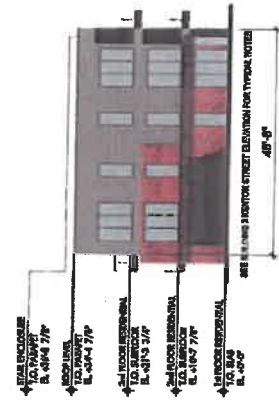
ARCHITECT  
 HANSEN ARCHITECTURE  
 1000 10th Street, Suite 100  
 Oakland, CA 94612  
 OWNER  
 WANAUI HILLS  
 2000 Broadway, Suite 200  
 Oakland, CA 94612

DATE: 08/14/18  
 DRAWING NO.: 2018-001  
 PROJECT NO.: 18-001  
 SHEET NO.: 01

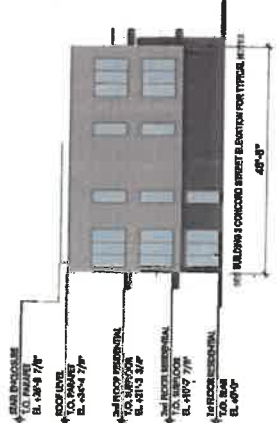
WANAUI HILLS  
 2000 BROADWAY  
 OAKLAND, CA 94612

CONTRACT NO.  
 PROJECT NO.  
 SHEET NO.

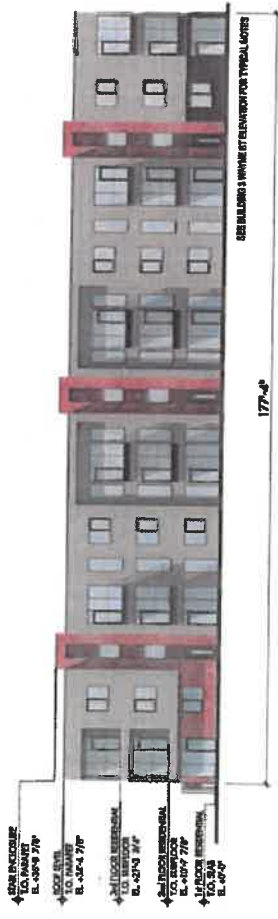
A302



**BUILDING 2 SIDE ELEVATION**  
 SCALE: 1/8"=1'-0"



**BUILDING 2 CONCORD ST ELEVATION**  
 SCALE: 1/8"=1'-0"



**BUILDING 2 WAYNE ST ELEVATION**  
 SCALE: 1/8"=1'-0"




**BUILDING 2 ELEVATION FROM PARKING**  
 SCALE: 1/8"=1'-0"



# City of Cincinnati

April 5, 2017

To: Charles Graves  
From: Oscar Bedolla   
Subject: **Requesting Zone Change to Planned Development**

---

DCED is requesting that the Planning Department create a staff report and make recommendations for a Planned Development in the 700-750 blocks of E. McMillan and Wayne Streets in the Walnut Hills neighborhood. The Walnut Hills Redevelopment Foundation (WHRF) will act as the co-applicant.

## **PROJECT SITE**

The Project Site consists of 23 parcels in the 750-700 blocks of McMillan and Wayne Streets in Walnut Hills, containing 1.76 acres. The property is currently zoned T4N.SF.

## **PROPOSED DEVELOPMENT**

WHRF has partnered with Milhaus Development, LLC to construct a mixed-use residential and commercial development containing approximately 120 new residential units and 4,000 sf of new commercial space. The development will consist of three buildings, one mixed-use and two multifamily, on two lots.

## **ZONE CHANGES NEEDED**

DCED and WHRF are requesting that the Planning Department make recommendations to change the zoning for the Project Site from T4N.SF to a Planned Development encompassing the entire Project Site, which would allow the developer to construct the improvements substantially as proposed in the attached site plan. An extension of the T5MS transect which exists to the east of the Project Site was initially proposed but would still require significant variances to accommodate lot width and depth, as well as building form.

### **Attachment:**

- I. Copy of Zone Change Application
- II. Site Plan and Building Elevations
- III. Zone Change Plat
- IV. Letters of Support from Additional Property Owners (HCLRC and Nassau Ave Investments, LLC)

Copy: Alex Peppers

**Petition for Change of Zoning of Property  
Located in the City of Cincinnati, Ohio**

To: The Honorable Council of the City of Cincinnati    Date: 2/24/17

I hereby request your Honorable Body to amend the Zoning Map of the City of Cincinnati by changing the area described in the attached legal documentation and depicted on the attached plat from the T4N.SF to the PD Zone District.

Location of Property: Located in the neighborhood of Walnut Hills at the corners of Concord St and E McMillan St, Concord St and Wayne St, and Kenton St and Wayne St:

2438 Concord Street	City of Cincinnati	068-0003-0157-00
743 McMillan Ave	City of Cincinnati	068-0003-0158-00
745 McMillan Ave	City of Cincinnati	068-0003-0241-00
747 McMillan Ave	City of Cincinnati	068-0003-0159-00
749 McMillan Ave	City of Cincinnati	068-0003-0160-00
755 McMillan Ave	City of Cincinnati	068-0003-0162-00
763 McMillan Ave	City of Cincinnati	068-0003-0164-00
767 McMillan Ave	City of Cincinnati	068-0003-0169-00
718 Wayne Street	Nassau Avenue Investments LLC	068-0003-0251-00
720 Wayne Street	Nassau Avenue Investments LLC	068-0003-0073-00
722 Wayne Street	Nassau Avenue Investments LLC	068-0003-0074-00
724 Wayne Street	Nassau Avenue Investments LLC	068-0003-0075-00
726 Wayne Street	Firehouse Row Holdings, LLC (WHRF)	068-0003-0076-00
728 Wayne Street	Firehouse Row Holdings, LLC (WHRF)	068-0003-0077-00
734 Wayne Street	Hamilton County Land Reutilization Corporation	068-0003-0079-00
734 Wayne Street	Hamilton County Land Reutilization Corporation	068-0003-0081-00
2420 Concord Street	City of Cincinnati	068-0003-0144-00
742 Wayne Street	City of Cincinnati	068-0003-0254-00
744 Wayne Street	City of Cincinnati	068-0003-0146-00
750 Wayne Street	City of Cincinnati	068-0003-0147-00
750 Wayne Street	City of Cincinnati	068-0003-0148-00
750 Wayne Street	City of Cincinnati	068-0003-0149-00
752 Wayne Street	City of Cincinnati	068-0003-0150-00

S  
J  
L

## LEESMAN ENGINEERING & ASSOCIATES

2720 Topichills Dr. • Cincinnati, OH 45248 • Phone: 513-417-0420 • Email:  
Email@Leesmanengineering.com

**ZONE LEGAL  
2.724 ACRES  
CITY OF CINCINNATI  
HAMILTON COUNTY, OHIO**

A PARCEL OF LAND BEING IN SECTION 7, TOWNSHIP 3, FRACTION RANGE 2, STATE OF OHIO, COUNTY OF HAMILTON, CITY OF CINCINNATI, AND BEING PART OF STEPHEN KEMPER SUBDIVISION RECORDED IN PLAT BOOK 1, PAGE 272 AND KEMPER'S SUBDIVISION RECORDED IN PLAT BOOK 1, PAGES 12-15 (ALL REFERENCES TO DEEDS, MICROFICHE, PLATS, SURVEYS, ETC. REFER TO THE RECORDS OF THE HAMILTON COUNTY RECORDER'S OFFICE, UNLESS NOTED OTHERWISE) AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF THE CENTERLINE OF KENTON STREET (50' R/W) AND THE CENTERLINE OF WAYNE STREET (50' R/W);

THENCE ALONG THE CENTERLINE OF WAYNE STREET (50' R/W) THE FOLLOWING THREE (3) CALLS:

- 1) S84° 29' 54"E A DISTANCE OF 245.74 FEET TO A POINT;
- 2) S84° 24' 00"E A DISTANCE OF 49.98 FEET TO A POINT;
- 3) S83° 45' 26"E A DISTANCE OF 194.32 FEET TO A POINT;

THENCE LEAVING SAID CENTERLINE N05° 52' 39"E A DISTANCE OF 136.29 FEET TO A POINT IN THE CENTERLINE OF LINDSAY ALLEY (20' R/W);

THENCE S83° 55' 54"E ALONG THE CENTERLINE OF LINDSAY ALLEY (20' R/W) A DISTANCE OF 150.00 FEET TO A POINT;

THENCE LEAVING SAID CENTERLINE N05° 52' 52"E A DISTANCE OF 141.40 FEET TO A POINT IN THE CENTERLINE OF E. McMILLAN STREET (60' R/W);

THENCE ALONG THE CENTERLINE OF E. McMILLAN STREET (60' R/W) THE FOLLOWING TWO (2) CALLS:

- 1) N83° 55' 12"W A DISTANCE OF 344.09 FEET TO A POINT;
- 2) N83° 26' 10"W A DISTANCE OF 25.36 FEET TO THE INTERSECTION OF THE CENTERLINE OF E. McMILLAN STREET (60' R/W) AND THE CENTERLINE OF CONCORD STREET (50' R/W);

THENCE ALONG THE CENTERLINE OF CONCORD STREET (50' R/W) S05° 52' 36"W A DISTANCE OF 142.24 FEET TO THE INTERSECTION OF THE CENTERLINE OF CONCORD STREET (50' R/W) AND THE CENTERLINE OF LINDSAY ALLEY (20' R/W);

THENCE ALONG THE CENTERLINE OF LINDSAY ALLEY (20' R/W) THE FOLLOWING TWO (2) CALLS:

- 1) N84° 11' 14"W A DISTANCE OF 25.13 FEET TO A POINT;
  - 2) N84° 29' 54"W A DISTANCE OF 245.57 FEET TO THE INTERSECTION OF THE CENTERLINE OF LINDSAY ALLEY (20' R/W) AND THE CENTERLINE OF KENTON STREET (50' R/W);
- THENCE ALONG THE CENTERLINE OF KENTON STREET (50' R/W) S05° 50' 03"W A DISTANCE OF

135.01 FEET TO THE INTERSECTION OF THE CENTERLINE OF KENTON STREET (50' R/W) AND THE CENTERLINE OF WAYNE STREET (50' R/W) AND THE TRUE POINT OF BEGINNING;

SAID PARCEL OF LAND CONTAINING 2.724 ACRES, MORE OR LESS, SUBJECT HOWEVER TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, AND EASEMENTS CONTAINED IN ANY INSTRUMENT OF RECORD PERTAINING TO THE ABOVE DESCRIBED TRACT OF LAND. THIS DESCRIPTION WAS PREPARED FROM A FIELD SURVEY PERFORMED BY STEVEN J. LEESMAN OHIO LICENSE #8352 ON DECEMBER 7, 2016 WITH BEARINGS BASED UPON THE STATE PLANE COORDINATE SYSTEM, OHIO SOUTH ZONE, NAD83. ALL PINS SET ARE 5/8" X 36" WITH CAP S.J. LEESMAN 8352.

Steven J. Leesman      2-22-17  
STEVEN J. LEESMAN      DATE  
OH#8352







February 23, 2017

Mr. Alex Peppers  
Planning Department City of Cincinnati  
805 Central Ave., Suite 700  
Cincinnati, Ohio 45202

Re: Fire House Row Development

Dear Mr. Peppers:

I am writing you as the property owners at 718-724 Wayne Street in support of the Walnut Hills Redevelopment Foundation and the City of Cincinnati's application for zone change to PD (Planned Development).

I am also giving Leesman Engineering & Associates, Milhaus Development and Walnut Hills Redevelopment Foundation permission to submit a zone change application on our behalf.

Thank you for your time.

Sincerely,

Robert L. May  
Chief Operating Officer



Port of Greater Cincinnati  
DEVELOPMENT AUTHORITY

4 East Main Street, Suite 100  
Cincinnati, OH 45202  
513.621.3000

**February 23, 2017**

**Mr. Alex Peppers  
Planning Department -- City of Cincinnati  
805 Central Ave., Suite 700  
Cincinnati, Ohio 45202**

**RE: Fire House Row Development**

**Dear Mr. Peppers:**

**I am writing you as the property owners at 732, 734 and 752 Wayne Street in support of the Walnut Hills Redevelopment Foundation and the City of Cincinnati's application for zone change to PD (Planned Development).**

**I am also giving Leesman Engineering & Associates, Milhaus Development and Walnut Hills Redevelopment Foundation permission to submit a zone change application on our behalf.**

**Thank you for your time.**

**Sincerely,**

**Darin C. Hall  
Executive Vice President**

Department of City Planning  
Two Centennial Plaza  
805 Central Ave, Suite 700  
Cincinnati, Ohio 45202

City Council  
City Hall  
801 Plum Street  
Cincinnati, OH 45202

Cincinnati Planning and Zoning Department  
Two Centennial Plaza  
805 Central Avenue, Suite 720  
Cincinnati, Ohio, 45202

April 10, 2017

RE: Milhaus Planned Development

To All it May Concern:

Walnut Hills Redevelopment Foundation has partnered with Milhaus to develop the site on the corner of Concord Street and McMillan Street, often called Firehouse Row. As part of this work, Milhaus has asked for support for a zone change to support their development proposal. They have presented their concept plan and shared the development statement to the Walnut Hills Redevelopment Foundation, the Walnut Hills Area Council and the Walnut Hills Business Group. The neighborhood understands the zone change is from T4N.SF-O and T4N.SF to PD (Planned Development).

The zone change to PD will allow the 1.76-acre development site to become 124 new market-rate multifamily rental housing units. It will consist of three new construction buildings, one mixed-use and two multifamily buildings. The unit mix will include studio units, one-bedroom units, and two-bedroom units. Additionally, there will be approximately 4,420 SF of Retail/Commercial space fronting E McMillan St. The remaining open area of the site will be used for landscaping, green space, and parking.


Please accept this letter as indication of joint support for the requested zone change from The Walnut Hills Area Council, the Walnut Hills Business Group, and Walnut Hills Redevelopment Foundation. This will be a positive impact to the momentum in Peeble's Corner.

Thank you,

  
Kevin Wright  
Executive Director  
Walnut Hills Redevelopment  
Foundation



Walnut Hills  
Redevelopment  
Foundation

  
Sara Leah Miller  
President  
Walnut Hills Area Council



area  
council



Matt Cuff  
President  
Walnut Hills Business Group



business  
group

### Development Program Statement

The proposed development, which will be called “*Firehouse Row*,” will include 124 new market-rate rental housing units and 4,420 square feet of retail/commercial space. The overall development is proposed to have three new buildings, one mixed-use fronting E. McMillan Street and two multi-family fronting Wayne Street. Building 1 (a 4-story tall structure fronting E. McMillan Street) will have 64 housing units with a mix of studios, 1-bedroom, 2-bedroom, 2-bedroom townhomes at street-level, and 4,420 square feet of retail/commercial space. Building 2 (a 3-story tall structure fronting Wayne Street directly behind Building 1) will be only residential with 30 total units of a mix of studios, 1-bedroom, and 2-bedrooms. Building 3 (a 3-story tall structure fronting Wayne Street immediately west of Building 2) will be only residential with 30 units of a mix of studios, 1-bedroom, and 2-bedrooms. Of the 124 total units, there will be 18 studios, 73 1-bedroom units, 28 2-bedroom units, and 5 2-bedroom townhomes.

Total unit types for Buildings 1, 2, and 3 include the following:

Floor	1st	2nd	3rd	4th	Total
Studio	4	6	6	2	18
1-Bedroom	6	23	28	16	73
2-Bedroom	2	12	12	2	28
2-Bedroom TH	5	0	0	0	5
<b>Total</b>	<b>17</b>	<b>41</b>	<b>46</b>	<b>20</b>	<b>124</b>

Density calculations include the following:

	Building 1	Building 2	Building 3
Square Footage	17,779	8,489	9,719
Lot Area (SF)	34,940	19,638	22,068
Floor Area Ratio (FAR)	0.51	0.43	0.44
Impervious (SF)	32,085	16,923	18,654
Imp. Surf. Ratio (ISR)	0.92	0.86	0.85

On-site parking includes the following:

	Building 1	Building 2	Building 3	Total
Garage	18	12	14	44
Surface	32	20	14	66
Accessible	2	2	2	6
<b>Total</b>	<b>52</b>	<b>34</b>	<b>30</b>	<b>116</b>

Bicycle parking includes the following:

Interior	49
Exterior	12
<b>Total</b>	<b>61</b>

A pre-development conference with the City was held on March 21, 2017 and the developer has continued discussions with other City Departments. The developer has met or been in contact with the City’s Department of Buildings and Inspections (B&I), Department of Transportation and Engineering (DOTE), Metropolitan Sewer District (MSD), Greater Cincinnati Water Works (GCWW), and Duke Energy. DOTE originally had several concerns that the developer has since addressed following the predevelopment conference. DOTE has indicated several concerns with the revised proposal that do not

necessarily impact the zone change, but will need to be addressed prior to Final Development Plan submission. To ensure that all proposed infrastructure is sufficient, Department of City Planning Staff will circulate the Final Development Plan to City Departments upon submission. A geo-technical is in process and being reviewed, but the developer is expecting issues related to suitable soils as the City previously demolished the site by backfilling into the basements of the previous structures.

Vehicular entry and exits are proposed to be located on Kenton and Concord Streets. The site perimeter will be surrounded by the proposed buildings, fencing, and landscaping. A main community entrance is proposed to be near the corner of E. McMillan and Concord Streets with individual building entries along Wayne Street.

The proposed buildings will be all wood frame construction with flat roofs. The exterior façades of the buildings will be a mix of brick and cement fiber board. The proposed development will be constructed in one phase and will include an estimated time of two years for construction. Construction is proposed to begin in the November 2017 and end in November 2019.

**DEVELOPMENT PROGRAM STATEMENT**

The Walnut Hills Redevelopment Foundation (WHRF) has partnered with Milhaus to develop Phase 2 of Poste, 184-194) units (60-70 new units) of new market-rate multifamily rental housing units. Poste Phase 2 will consist of two new construction buildings, one of which will house new amenities for the entire Poste project. The remaining open area of the site will be used for landscaping, green space, and parking. Underground detention is proposed below surface parking at each building. Open space for Phase 2 was calculated at 30%. Please refer to exhibit A for calculations.

One, three-story building (Building 4) containing 49-58 units will front E McMillan St and Stanton. The second smaller, 11-12-unit building (Building 5) will abut Stanton and Chatham to the east of the larger property. Both will be wood frame construction with flat roofs. The exterior facades of the buildings will be a mix of brick, stone and fiber cement siding. The unit mix will consist of approximately 10-15% studio units, 50-60% one-bedroom units, and 30-40% two-bedroom units. Additionally, there will be approximately 4,000 SF of amenity space fronting E McMillan St.

Vehicular entry and exits points for Building 4 will be located at Hemlock while vehicular entry and exits points for Building 5 will be located at Stanton. Approximately 50-58 parking spaces will be located at building 4 while approximately 10-12 parking spaces will be located at building 5. The total number of parking spaces in Phase 2 will meet or exceed a parking ratio of one space per unit. All parcels purchased for the development of Phase 2 will be consolidated into two parcels after closing. One parcel will exist to the West of Stanton and another will exist to the East of Stanton. Both parcels will have buildings and parking.

The development will be surrounded by single-family homes, Green Man Park, landscaping and fencing that will screen parking at building 4 from the daycare center. There will be a main community entrance near the corner of E McMillan St and Stanton, with individual building entries along Stanton for both at buildings 4 and 5.

**Exhibit A:**

Building 4	Building 5
Open space (pervious area) = 8,898 SF	Open space (pervious area) = 3,265 SF
Total Site = 47,331 SF	Total Site = 10,232 SF
18.8%	31.9%











FOR CONSTRUCTION

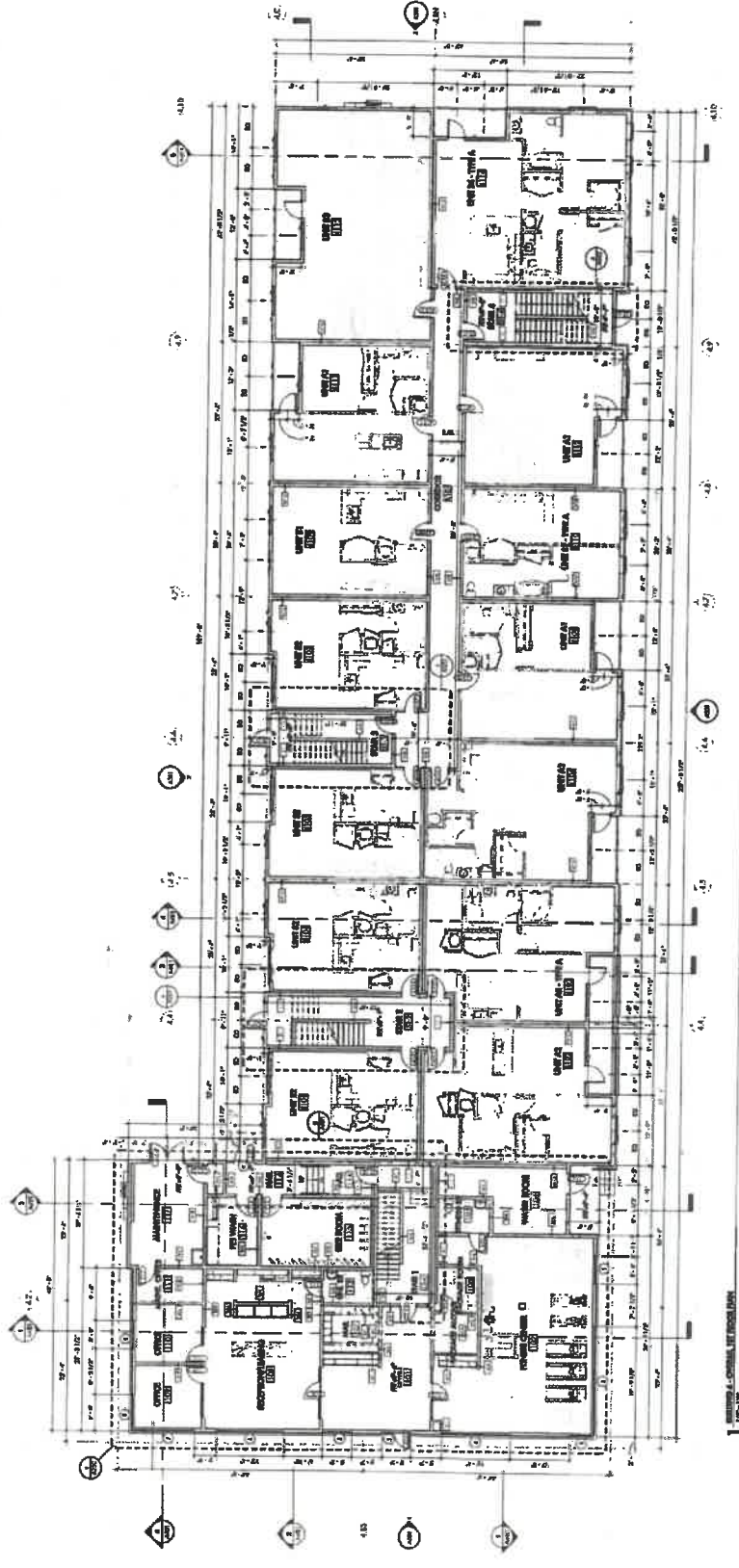
- 1. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN FEET AND INCHES.
- 2. FINISH FLOOR IS INDICATED BY A DASHED LINE.
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- 20. FINISH FLOOR IS INDICATED BY A DASHED LINE.



# BUILDING 4 - OVERALL 1ST FLOOR PLAN

A101

- ### FLOOR PLAN NOTES
1. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN FEET AND INCHES.
  2. FINISH FLOOR IS INDICATED BY A DASHED LINE.
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  20. FINISH FLOOR IS INDICATED BY A DASHED LINE.



OVERALL 1ST FLOOR PLAN





BUILDING 4 - OVERALL 3RD FLOOR PLAN

ARCHITECT  
700 S. HARRIS  
CHICAGO, ILL. 60605

DATE

STRUCTURAL ENGINEER  
700 S. HARRIS  
CHICAGO, ILL. 60605

CONTRACTOR  
700 S. HARRIS  
CHICAGO, ILL. 60605

OWNER  
700 S. HARRIS  
CHICAGO, ILL. 60605

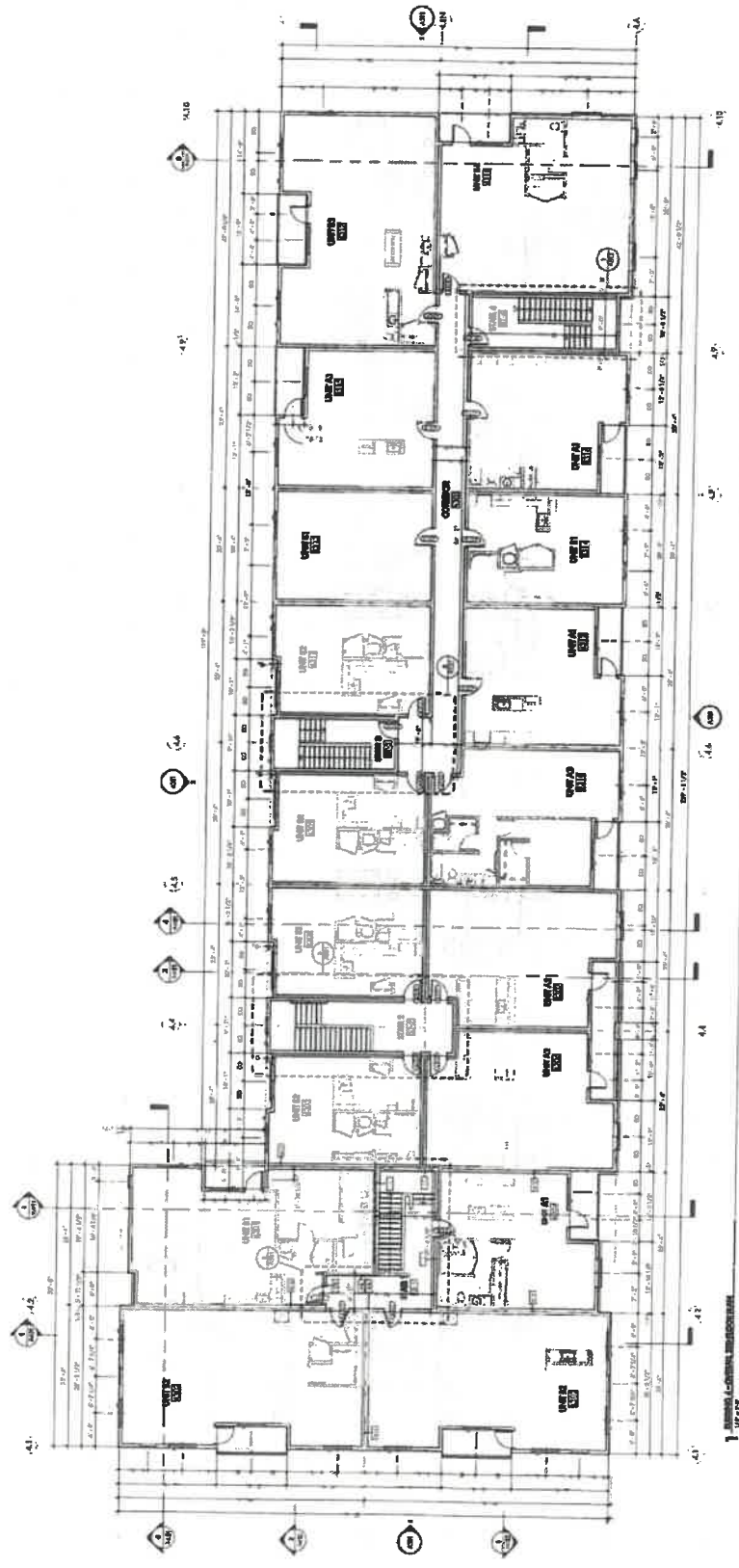
COMPANY  
700 S. HARRIS  
CHICAGO, ILL. 60605

PROJECT  
700 S. HARRIS  
CHICAGO, ILL. 60605



**FLOOR PLAN NOTES**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE CODES.
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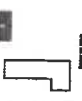
3RD FLOOR OVERALL





FOR CONSTRUCTION

ARCHITECT  
 STRUCTURAL ENGINEER  
 MECHANICAL ENGINEER  
 ELECTRICAL ENGINEER  
 PLUMBING ENGINEER  
 CIVIL ENGINEER  
 CONTRACTOR  
 COMMUNITY DEVELOPMENT  
 ENVIRONMENTAL ENGINEER  
 LANDSCAPE ARCHITECT  
 HISTORIC PRESERVATION  
 TRANSPORTATION ENGINEER  
 TRAFFIC ENGINEER  
 WATER RESOURCES ENGINEER  
 WIND ENGINEER  
 WOOD ENGINEER  
 GEOTECHNICAL ENGINEER  
 SOILS ENGINEER  
 SEWER ENGINEER  
 WATER ENGINEER  
 MARINE ENGINEER  
 AIR POLLUTION ENGINEER  
 RADIATION ENGINEER  
 VIBRATION ENGINEER  
 SOUND ENGINEER  
 LIGHT ENGINEER  
 THERMAL ENGINEER  
 FLOOD ENGINEER  
 EROSION ENGINEER  
 WEATHER ENGINEER  
 CLIMATE ENGINEER  
 RAINFALL ENGINEER  
 SNOW ENGINEER  
 ICE ENGINEER  
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 HURRICANE ENGINEER  
 TORNADO ENGINEER  
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 LIGHTNING ENGINEER  
 SEISMIC ENGINEER  
 TYPHOON ENGINEER  
 HURRICANE ENGINEER  
 TORNADO ENGINEER



# BUILDING 5 - OVERALL FLOOR & ROOF PLANS

DATE: 10/11/11

A111

**FLOOR PLAN NOTES**

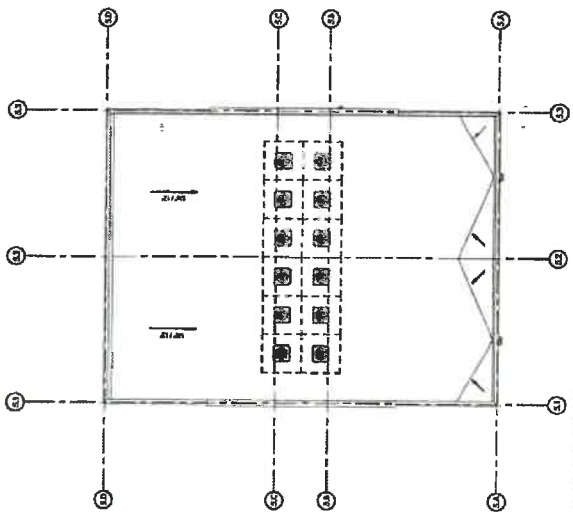
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**ROOF PLAN NOTES**

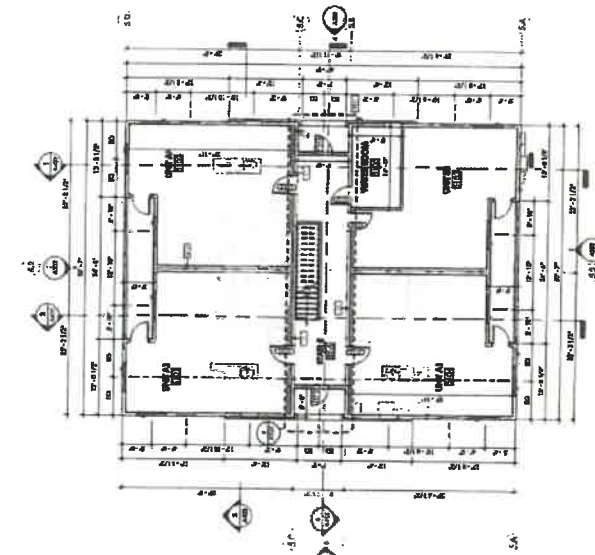
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**ROOF DRAINAGE ANALYSIS**

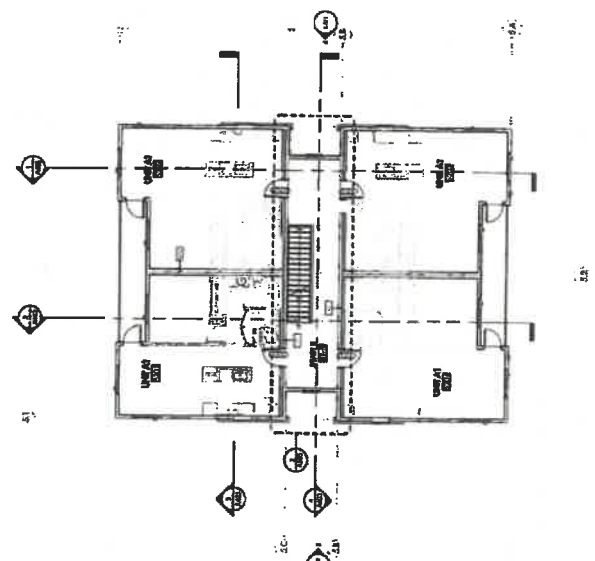
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 DATE: [Date]  
 PROJECT: [Project Name]  
 LOCATION: [Location]  
 SCALE: [Scale]  
 DRAWING NO.: [Drawing No.]  
 SHEET NO.: [Sheet No.]  
 TOTAL SHEETS: [Total Sheets]  
 PREPARED BY: [Name]  
 CHECKED BY: [Name]  
 APPROVED BY: [Name]



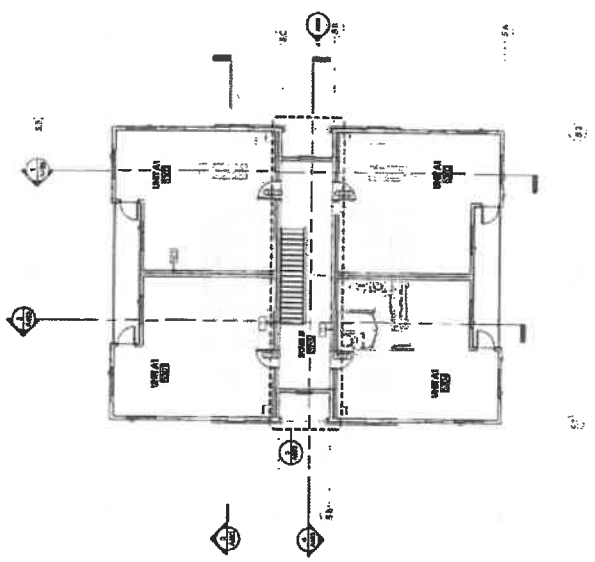
4 OVERALL FLOOR PLAN



1 OVERALL ROOF PLAN



2 OVERALL ROOF PLAN



3 OVERALL ROOF PLAN



FOR CONSTRUCTION

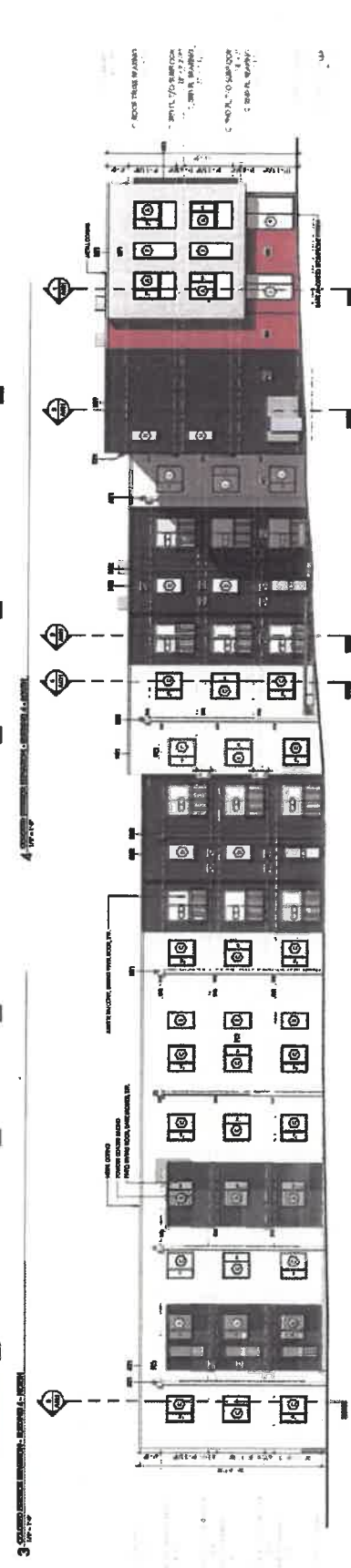
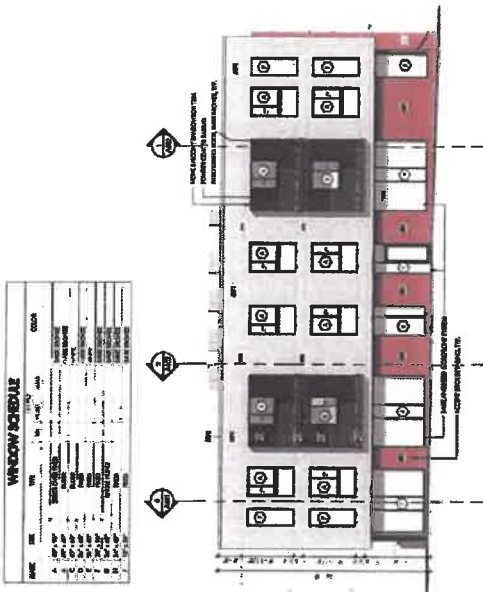
ARCHITECT  
GENERAL CONTRACTOR  
MECHANICAL CONTRACTOR  
ELECTRICAL CONTRACTOR  
PLUMBING CONTRACTOR  
PAINT CONTRACTOR  
GLAZING CONTRACTOR  
CONCRETE CONTRACTOR  
ROOFING CONTRACTOR  
FOUNDATION CONTRACTOR  
STRUCTURAL CONTRACTOR  
MECHANICAL CONTRACTOR  
ELECTRICAL CONTRACTOR  
PLUMBING CONTRACTOR  
PAINT CONTRACTOR  
GLAZING CONTRACTOR  
CONCRETE CONTRACTOR  
ROOFING CONTRACTOR  
FOUNDATION CONTRACTOR  
STRUCTURAL CONTRACTOR



# EXTERNAL COLORED ELEVATIONS - BUILDING 4

DATE: 10/11/10  
PROJECT: A 300 S. 7th ST. BUILDING 4

- 1. EXTERIOR WALLS - WHITE  
2. EXTERIOR WALLS - DARK GRAY  
3. EXTERIOR WALLS - RED  
4. EXTERIOR WALLS - LIGHT GRAY  
5. EXTERIOR WALLS - DARK GRAY  
6. EXTERIOR WALLS - RED  
7. EXTERIOR WALLS - LIGHT GRAY  
8. EXTERIOR WALLS - DARK GRAY  
9. EXTERIOR WALLS - RED  
10. EXTERIOR WALLS - LIGHT GRAY



1. EXTERIOR WALLS - WHITE  
2. EXTERIOR WALLS - DARK GRAY  
3. EXTERIOR WALLS - RED  
4. EXTERIOR WALLS - LIGHT GRAY  
5. EXTERIOR WALLS - DARK GRAY  
6. EXTERIOR WALLS - RED  
7. EXTERIOR WALLS - LIGHT GRAY  
8. EXTERIOR WALLS - DARK GRAY  
9. EXTERIOR WALLS - RED  
10. EXTERIOR WALLS - LIGHT GRAY

A301



FOR CONSTRUCTION

GENERAL CONTRACTOR  
 ARCHITECT  
 MECHANICAL CONTRACTOR  
 ELECTRICAL CONTRACTOR  
 PLUMBING CONTRACTOR  
 ROOFING CONTRACTOR  
 CONCRETE CONTRACTOR  
 PAINTING CONTRACTOR  
 GLAZING CONTRACTOR  
 ELEVATOR CONTRACTOR  
 SPECIALTY CONTRACTOR  
 SITEWORK CONTRACTOR  
 SIGNAGE CONTRACTOR  
 SECURITY CONTRACTOR  
 AV/IT CONTRACTOR  
 FURNITURE CONTRACTOR  
 CURTAIN CONTRACTOR  
 LIGHTING CONTRACTOR  
 ACCESSIBILITY CONTRACTOR  
 PEST CONTROL CONTRACTOR  
 ASBESTOS ABATEMENT CONTRACTOR  
 LEAD ABATEMENT CONTRACTOR  
 REMEDIATION CONTRACTOR  
 DEMOLITION CONTRACTOR  
 EXCAVATION CONTRACTOR  
 FOUNDATION CONTRACTOR  
 GEOTECHNICAL CONTRACTOR  
 STRUCTURAL ENGINEER  
 MECHANICAL ENGINEER  
 ELECTRICAL ENGINEER  
 PLUMBING ENGINEER  
 ROOFING ENGINEER  
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 PAINTING ENGINEER  
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 LEAD ABATEMENT ENGINEER  
 REMEDIATION ENGINEER  
 DEMOLITION ENGINEER  
 EXCAVATION ENGINEER  
 FOUNDATION ENGINEER  
 GEOTECHNICAL ENGINEER



EXTERIOR COLORED ELEVATIONS - BUILDING 5  
 FORM NO. 5  
 7/20/2014  
 2014

A302

**GENERAL CONTRACTOR**

**PAINTS**  
 ALL PAINTS TO BE APPLIED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.  
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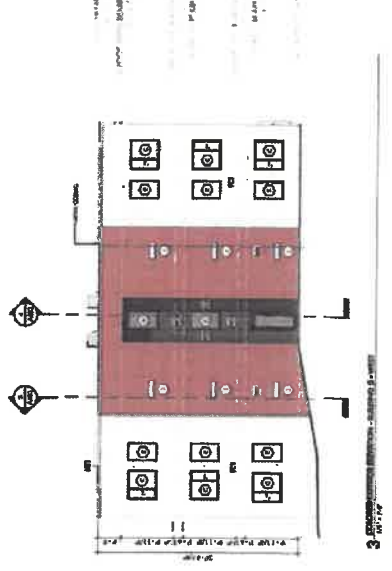
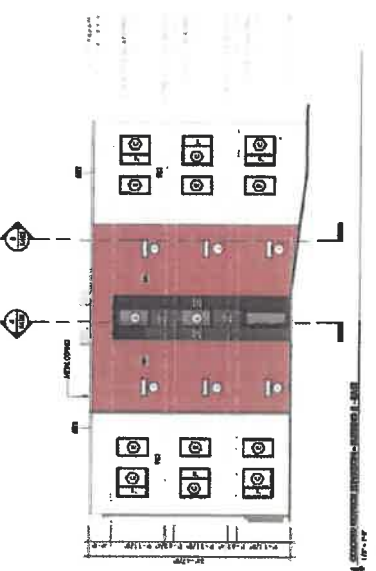
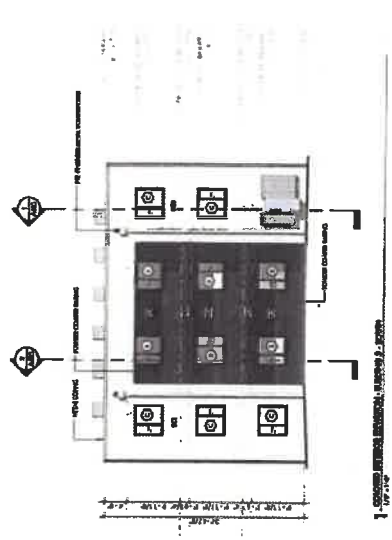
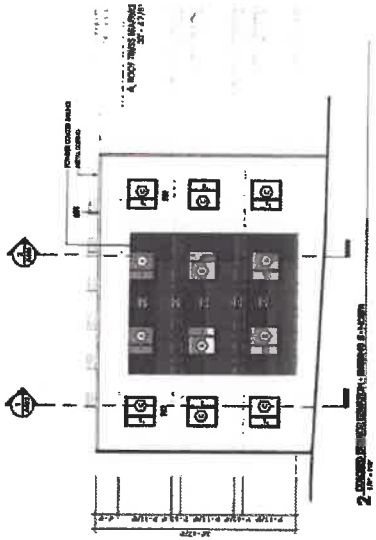
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 ALL PAINTS TO BE APPLIED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

**WINDOW SCHEDULE**

NO.	TYPE	FINISH	REMARKS
1	6'-0" x 6'-0" DOUBLE GLAZED ALUMINUM	ANODIZED ALUMINUM	100% GLAZED
2	6'-0" x 6'-0" DOUBLE GLAZED ALUMINUM	ANODIZED ALUMINUM	100% GLAZED
3	6'-0" x 6'-0" DOUBLE GLAZED ALUMINUM	ANODIZED ALUMINUM	100% GLAZED
4	6'-0" x 6'-0" DOUBLE GLAZED ALUMINUM	ANODIZED ALUMINUM	100% GLAZED
5	6'-0" x 6'-0" DOUBLE GLAZED ALUMINUM	ANODIZED ALUMINUM	100% GLAZED
6	6'-0" x 6'-0" DOUBLE GLAZED ALUMINUM	ANODIZED ALUMINUM	100% GLAZED
7	6'-0" x 6'-0" DOUBLE GLAZED ALUMINUM	ANODIZED ALUMINUM	100% GLAZED
8	6'-0" x 6'-0" DOUBLE GLAZED ALUMINUM	ANODIZED ALUMINUM	100% GLAZED
9	6'-0" x 6'-0" DOUBLE GLAZED ALUMINUM	ANODIZED ALUMINUM	100% GLAZED
10	6'-0" x 6'-0" DOUBLE GLAZED ALUMINUM	ANODIZED ALUMINUM	100% GLAZED
11	6'-0" x 6'-0" DOUBLE GLAZED ALUMINUM	ANODIZED ALUMINUM	100% GLAZED
12	6'-0" x 6'-0" DOUBLE GLAZED ALUMINUM	ANODIZED ALUMINUM	100% GLAZED
13	6'-0" x 6'-0" DOUBLE GLAZED ALUMINUM	ANODIZED ALUMINUM	100% GLAZED
14	6'-0" x 6'-0" DOUBLE GLAZED ALUMINUM	ANODIZED ALUMINUM	100% GLAZED
15	6'-0" x 6'-0" DOUBLE GLAZED ALUMINUM	ANODIZED ALUMINUM	100% GLAZED
16	6'-0" x 6'-0" DOUBLE GLAZED ALUMINUM	ANODIZED ALUMINUM	100% GLAZED
17	6'-0" x 6'-0" DOUBLE GLAZED ALUMINUM	ANODIZED ALUMINUM	100% GLAZED
18	6'-0" x 6'-0" DOUBLE GLAZED ALUMINUM	ANODIZED ALUMINUM	100% GLAZED
19	6'-0" x 6'-0" DOUBLE GLAZED ALUMINUM	ANODIZED ALUMINUM	100% GLAZED
20	6'-0" x 6'-0" DOUBLE GLAZED ALUMINUM	ANODIZED ALUMINUM	100% GLAZED



**AGREEMENT OF PURCHASE AND SALE**



THIS AGREEMENT OF PURCHASE AND SALE (the "Agreement") is made as of this day of ~~November~~ <sup>December</sup>, 2019, by and between FRED ORTH and MARLENE MINER, both residents of Ohio (collectively, "Seller"), and MILHAUS PROPERTIES LLC, an Indiana limited liability company ("Purchaser").

**WITNESSETH:**

1. **Property.** Seller agrees to sell and convey, and Purchaser agrees to purchase and pay for, on and subject to the terms and conditions contained in this Agreement, the land consisting of approximately 0.070 acres located at 2511 Stanton Avenue in Cincinnati, Ohio, as generally depicted in Exhibit A attached hereto and made a part hereof and further described in Exhibit B attached hereto and made a part hereof, together with (a) all rights and interests appurtenant thereto, including all of Seller's right, title and interest in and to adjacent streets, alleys, rights-of-way and any adjacent strips or gores of real estate and all water rights and other rights, titles and interests appurtenant thereto, and (b) any and all buildings, improvements, and fixtures located thereon and all rights, titles and interests appurtenant to such buildings, improvements, or fixtures (such parcels and appurtenant rights, interests, improvements and fixtures hereinafter referred to collectively as the "Property").
2. **Purchase Price; Earnest Money.** The "Purchase Price" shall be equal to the sum of   
The Purchase Price shall be payable as follows: (a)   
(the "Earnest Money") shall be deposited with First American Title Insurance Company, One Indiana Square, Suite 1250, Indianapolis, Indiana 46204, Attention: Monica Chavez ("Escrow Agent" or "Title Insurer") in an interest bearing account within five (5) business days of full execution and delivery of this Agreement; and (b) the remainder of the Purchase Price, subject to the pro-rations and adjustments described in this Agreement, shall be due and payable by certified or cashier's check or other immediately available funds, at the Closing (as defined in Section 8). The Earnest Money shall be refunded or forfeited in accordance with the terms of this Agreement; and, if all of the terms and conditions of this Agreement are satisfied or waived and the transactions contemplated hereby are closed, the Earnest Money shall be applied to the Purchase Price at the Closing.
3. **Conveyance.** At the Closing, Seller shall deliver to Purchaser its limited warranty deed in form reasonably acceptable to Purchaser (the "Deed"), conveying to Purchaser good record and marketable, indefeasible title to the Property in fee simple, free and clear of all liens and encumbrances except for the Permitted Exceptions (as defined in Section 6). At the Closing, Seller shall also assign to Purchaser, to the extent assignable under applicable law, all permits obtained by Seller with respect to the Property.
4. **Title Evidence and Survey.** Purchaser shall have the option within twenty (20) days after the date of this Agreement to order:

4.1. **Title Commitment.** An ALTA commitment for title insurance for the Property issued by Title Insurer committing to issue an owner's policy for the Property in favor of Purchaser for the total Purchase Price (the "Title Commitment"); and

4.2. **Survey.** An ALTA Minimum Standard Detail Survey of the Property certified by a surveyor or engineer licensed in the State of Ohio showing the location of all easements affecting the Property, calculating the exact gross and net usable acreage of the Property (the "Survey").

5. **Inspection.** Commencing on the date of this Agreement, and at any time prior to the Closing, Seller shall make the Property available for inspection by Purchaser, its agents and employees, upon reasonable notice during normal business hours, and Purchaser may, at Purchaser's risk and expense, undertake a complete physical inspection of the Property and conduct or have conducted such surveys, soil tests and other investigations as Purchaser may desire. Upon completion of any inspection of or test on the Property, Purchaser shall provide to Seller copies of any written reports or results and restore the Property substantially to its condition prior to such inspection or test. Purchaser shall indemnify and hold Seller harmless from any liens or loss incurred by Seller resulting from the acts or omissions of Purchaser or its employees, contractors or agents related to the Property. Such indemnity shall survive the termination of this Agreement and the Closing. Within five (5) days of the date of this Agreement, Seller will provide Purchaser with complete copies of all reports, drawings, plans and studies for the Property in any Seller's possession or control, including but not limited to soil reports, engineering studies, environmental reports, wetland studies, engineering and architectural drawings and plans, all at no cost or expense to Purchaser. All documents shall remain the property of Seller in the event Purchaser does not complete the purchase of the Property and shall be returned to Seller upon written request or destroyed.

6. **Title and Survey Review.** Within thirty (30) days after Purchaser's receipt of the Survey and the Title Commitment (the "Title Objection Period"), Purchaser shall advise Seller in writing of any defect or objections disclosed by the Title Commitment or the Survey which are objectionable to Purchaser (the "Title Objections"). Any item shown on the Title Commitment or the Survey to which no objection is made by the end of the Title Objection Period shall be a "Permitted Exception." Within ten (10) days from the date of Purchase's notice of Title Objections, Seller shall notify Purchaser whether Seller will cure the Title Objections in a manner satisfactory to Purchaser. If Seller notifies Purchaser that Seller will not cure one or more of the Title Objections, then, at the option of Purchaser, Purchaser, within ten (10) days after receipt of such notification, may elect to either terminate this Agreement and the Earnest Money shall be returned to Purchaser within three (3) business days, or waive such Title Objections. Failure by Purchaser to elect to terminate this Agreement within such time period shall be deemed a waiver by Purchaser of the relevant Title Objection, and such Title Objection shall thereafter be considered a Permitted Exception. Notwithstanding the foregoing, all monetary liens on the Property shall be considered objectionable, and Seller agrees to cause such liens to be released at or prior to the Closing. Notwithstanding the foregoing, in the event that the Title Commitment or the Survey is revised after the expiration of the Title Objection Period and such revised Title Commitment or Survey discloses matters not previously disclosed to Purchaser (the "New Objections"), the notice, objection, and cure procedures set forth in this Section 6 shall be repeated for such New Objections, with the review period for the New

Objections commencing on the date that Purchaser receives, as applicable, the revised Title Commitment or Survey, and Purchaser's right to terminate this Agreement pursuant to and in the manner set forth in this Section 6 shall be correspondingly extended until ten (10) days after Purchaser's receipt of Seller's notification whether Seller will cure the New Objections in a manner satisfactory to Purchaser. It shall be a condition to Purchaser's obligation to close the transactions contemplated by this Agreement that it receive at the Closing the standard current form of American Land Title Association (ALTA) owner's policy of title insurance subject only to Permitted Exceptions, which shall include such title insurance endorsements as Purchaser shall reasonably require (the "Title Policy"), or an irrevocable commitment to issue the same, with liability in the amount of the Purchase Price issued by Title Insurer.

7. **Prorations: Real Estate Taxes and Assessments.** Seller shall pay, or cause to be paid, all real estate taxes relating to the Property assessed for all calendar years prior to the calendar year of the Closing and shall pay, or cause to be paid, that portion of such taxes assessed for and becoming a lien during the calendar year of the Closing as shall be allocable to it for the period through and including the date of the Closing. A credit shall be allowed to Purchaser at the Closing for any such taxes which are not then due and payable. If the taxes for any such year have not been determined by the Closing, the most current taxes shall be used. Purchaser shall pay all assessments for municipal or other public improvements becoming a lien on the Property after the Closing and Seller shall pay all assessments becoming a lien prior thereto. In the event the Property is part of a larger tract of land and is not separately assessed, Purchaser and Seller shall execute an agreement providing for the payment of taxes by both parties on a pro rata basis until the Property is separately assessed.

8. **Closing.** The closing for the transactions contemplated by this Agreement (the "Closing") shall be held remotely or in or around Cincinnati, Ohio or Indianapolis, Indiana, at a place and time mutually agreed upon by Seller and Purchaser, on or before the date that is thirty (30) days after the expiration of the Approval Period (hereinafter defined). Purchaser shall notify Seller of the exact Closing date at least seven (7) days in advance. At the Closing, Seller shall execute and deliver to Purchaser the following instruments, documents, and considerations, all of which shall be in form and substance satisfactory to Purchaser: (a) the Deed; (b) a seller's affidavit in the form reasonably acceptable to the Title Insurer which includes provisions required for the removal of the standard preprinted exceptions from the Title Policy; (c) such certificates as required to comply with the requirements of Sections 1445 of the Internal Revenue Code; and (d) such other instruments, certificates, or affidavits as Purchaser, Purchaser's Lender, or Title Insurer may reasonably request to effect the intention of the parties hereunder.

9. **Conditions Precedent to the Closing.**

9.1. **Purchaser Conditions.** The obligation of Purchaser to purchase the Property at the Closing pursuant to this Agreement is subject to the following conditions (the "Purchaser Conditions"), which conditions are solely for Purchaser's benefit and may be waived, or the time for satisfaction extended, only when agreed to in writing by Purchaser:

(a) **Feasibility Review.**

During the period commencing on the date of this Agreement and continuing for ninety (90) days (the "Inspection Period"), Purchaser shall



have satisfied itself with any inspections, tests, surveys, cost reviews, feasibility studies, environmental reports, soil reports, market studies, and audits that Purchaser may choose to obtain from other considerations Purchaser deems relevant, that the Property is satisfactory for multifamily residential development or such other use as Purchaser determines for the Property (the "Project").

(b) Permits and Utilities.

During the Inspection Period, Purchaser shall have determined that all public utilities are available to the site in size and capacity to serve the contemplated development and at normal and reasonable connection costs, and Purchaser shall have obtained or confirmed to its satisfaction that all state and local permits will be issued for the feasible development and construction of the Project on the Property.

(c) Zoning.

During the period commencing on the expiration of the Inspection Period and continuing for two hundred seventy (270) days (the "Approval Period"), Purchaser shall have obtained zoning, waivers and variances and/or subdivision control and platting approvals satisfactory to Purchaser for the development of the Project.

(d) Plan Approval.

During the Approval Period, Purchaser shall have filed for and received final development plan approvals satisfactory to Purchaser for the Project through the applicable governmental entities.

(e) Simultaneous Closings.

Purchaser is also seeking the contract right to purchase from Wayne St Holdings, LLC certain real estate near the Property, being commonly known as 2510, 2516, 2518, and 2520 Hemlock Street (the "Additional Property"). Closing on the Additional Property shall be a condition to and shall occur simultaneously with Closing under this Agreement.

9.2. Notices to Terminate: Extensions of Time. If Purchaser, in its sole and absolute discretion, determines during the Inspection Period that the Purchaser Conditions set forth in Sections 9.1(a) and (b) have not been satisfied, then Purchaser may elect to terminate this Agreement by giving written notice thereof to Seller ("Notice to Terminate - Inspections") at any time prior to the expiration of the Inspection Period. In the event that Purchaser sends a Notice to Terminate - Inspections within the time period required hereunder, this Agreement shall be terminated and of no further force or effect and the Earnest Money shall be returned to Purchaser within three (3) business days. In the event Purchaser does not deliver a Notice to Terminate - Inspections as provided herein, the Purchaser Conditions described in Sections 9.1(a) and (b) shall be deemed satisfied. If

Purchaser, in its sole discretion, determines during the Approval Period that the Purchaser Conditions set forth in Sections 9.1(c) and (d) have not been satisfied, Purchaser may elect to terminate this Agreement by giving written notice thereof to Seller (“Notice to Terminate – Approvals”) at any time prior to the expiration of the Approval Period. In the event that Purchaser sends a Notice to Terminate – Approvals within the time period required hereunder, then this Agreement shall be terminated and of no further force or effect and the Earnest Money shall be returned to Purchaser within three (3) business days. In the event Purchaser does not deliver a Notice to Terminate – Approvals, as provided herein, the Purchaser Conditions describe in Sections 9.1(c) and (d) shall be deemed satisfied.

10. **Covenant of Cooperation.** Seller and Purchaser each covenant to cooperate with the other regarding the Purchaser Conditions described above in Section 9 in order to satisfy all such Purchaser Conditions as soon as reasonably practical. Subject to Purchaser’s right to terminate this Agreement during the Inspection Period, Purchaser agrees to make good faith efforts to satisfy the conditions and to diligently pursue the satisfaction of the same.

11. **Default: Remedies.** If Seller is ready, willing, and able to convey the Property in accordance with this Agreement and Purchaser fails to close this transaction as required by this Agreement, then Seller shall be entitled, as its sole and exclusive remedy, to terminate this Agreement and retain the Earnest Money. Seller and Purchaser agree that such amount is a reasonable amount for liquidated damages and that it would be impracticable and extremely difficult to determine actual damages. If Purchaser is ready, willing, and able to perform in accordance with this Agreement and Seller fails to close this transaction as required by this Agreement or if Seller is otherwise in breach its obligations pursuant to this Agreement beyond any applicable cure period, then Purchaser may elect (a) to terminate this Agreement, in which case (i) the Earnest Money shall be returned to Purchaser, (ii) Seller shall pay to Purchaser within ten (10) days following Purchaser’s demand therefore actual out of pocket costs and expenses incurred by Purchaser in connection with this Agreement and the transactions contemplated by this Agreement (including, without limitation, Purchaser’s due diligence of the Property and matters relating to Purchaser’s intended development of the Property) up to a maximum of \_\_\_\_\_ and (iii) this Agreement shall, without further action of the parties, become null and void and the parties shall have no further rights or obligations under this Agreement (except pursuant to Section 5 hereof); or (b) Purchaser may sue for specific performance of the sale of the Property in accordance with the terms of this Agreement; provided, however, if an action for specific performance is not available for any reason, Purchaser may pursue all its rights and remedies at law.

12. **Possession.** Exclusive possession of the Property being purchased subject only to the rights of third parties pursuant to the Permitted Exceptions, shall be delivered to Purchaser at the Closing for such Property.

13. **Seller Representations and Warranties.** Seller represents and warrants to Purchaser as to the following matters, and shall be deemed to remake all of the following representations and warranties as of the date of the Closing. The truth and accuracy of all of the following representations and warranties as of the Closing shall be additional Purchaser Conditions under this Agreement and shall survive the Closing.

- 13.1. Validity of Agreement. The execution and delivery of this Agreement by Seller, the execution and delivery of every other document and instrument delivered pursuant hereto by or on behalf of Seller, and the consummation of the transactions contemplated hereby have been validly executed and delivered by Seller, and will not (i) constitute or result in the breach of or default under any oral or written agreement to which Seller is a party or which affects the Property; (ii) constitute or result in a violation of any order, decree, or injunction with respect to which Seller and/or the Property is bound; and/or (iii) cause or entitle any party to have the right to declare a default under any oral or written agreement to which Seller is a party or which affects the Property.
- 13.2. Approvals and Consents. The entering into of this Agreement and the consummation of the sale of the Property will not require Seller to obtain (either before or after the Closing) any consent, license, waiver, approval, authorization, or other action of, by or with respect to any non-governmental or governmental person or entity, that has not or will not be obtained at or prior to the Closing.
- 13.3. Violations of Law. Seller has not received any notice, written or otherwise, from any governmental agency alleging violations by the Property of any law, statute, ordinance, rules, or regulations.
- 13.4. Legal Proceedings. To the best of Seller's knowledge, there is no pending or threatened litigation, arbitration, administrative action or examination, claim, or demand whatsoever relating to the Property and no attachments, execution proceedings, liens, assignments, or insolvency proceedings are pending or threatened against Seller or the Property or contemplated by Seller. Seller is not contemplating the institution of insolvency proceedings.
- 13.5. Eminent Domain. Seller has no knowledge of any pending or contemplated eminent domain, condemnation, or other governmental or quasi-governmental taking of any part or all of the Property.
- 13.6. Mechanic's Lien. Seller has paid or will pay in full all bills and invoices for labor and material of any kind arising from the ownership, operation, management, repair, maintenance, or leasing of the Property provided prior to the Closing and there are no actual or potential mechanic's lien or other claims outstanding or available to any party in connection with the ownership, operation, management, repair, maintenance, or leasing of the Property.
- 13.7. Transfer of Property. Between the date hereof and the Closing, no part of the Property will be alienated, encumbered, or transferred in favor of or to any party whatsoever, except for encumbrances that can be removed upon the payment of the Purchase Price. There are no purchase contracts, options, leases or any other agreements of any kind, oral or written, formal or informal, choate or inchoate, recorded or unrecorded, whereby any person or entity other than Seller will have acquired or will have any basis to assert any right, title, or interest in, or right to possession, use, enjoyment, or proceeds of, any part or all of the Property.
- 13.8. Claims Against Property. To the best of Seller's knowledge, no party claiming

by, through, or under Seller has any claim against the Property related to the repair, construction, improvement, operation, use, rental, or enjoyment of the Property, and neither Seller nor its agents or employees have received any notices of any claim requesting or demanding such performances or payment relative to the foregoing.

13.9. Hazardous Wastes. To the best of Seller's knowledge, except as disclosed in any written correspondence prior to the date of this Agreement or environmental reports provided by Seller to Purchaser after the date of this Agreement, the Property contains no Hazardous Materials or underground storage tanks in violation of applicable laws. "Hazardous Materials" shall mean any substance presently prohibited or regulated by any governmental authority or which is presently known to pose a hazard to health or safety of occupants of the Property.

14. Condition of the Property; Operations. Purchaser acknowledges that it will be given full opportunity to inspect the Property and, subject to Seller's specific representations and warranties expressed herein, Purchaser is relying solely upon its inspection of the Property for all purposes whatsoever, including, without limitation, the determination of the character, condition, (including without limitation, the environmental condition) accessibility, and suitability of the Property for the purpose for which it is being acquired. Purchaser further acknowledges that, subject only to Seller's specific obligations, and representations and warranties contained in this Agreement and the documents executed by Seller in connection with the Closing, THE PROPERTY WILL BE CONVEYED AS IS, WHERE IS, AND WITH ALL FAULTS AND DEFECTS AS OF THE DATE OF THE CLOSING AND THAT THERE HAVE BEEN NO REPRESENTATIONS, WARRANTIES, GUARANTIES, STATEMENTS, OR INFORMATION, EXPRESS OR IMPLIED, WHATSOEVER MADE OR FURNISHED TO PURCHASER BY SELLER OR ANY OF SELLER'S EMPLOYEES OR AGENTS, EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR AT CLOSING. From and after the date of this Agreement and continuing through the Closing, Seller will operate and maintain the Property in a manner consistent with the manner in which Seller has operated and maintained the Property prior to the date of this Agreement.

15. Broker. Seller and Purchaser represent and warrant each to the other that they have not dealt with any real estate broker, sales person, or finder in connection with this transaction. If any claim is made for any other broker's or finder's fees, or commissions in connection with the negotiation, execution, or consummation of this Agreement or the transactions contemplated hereby, each party shall defend, indemnify, and hold harmless the other party from and against any such claim based upon any statement, representation, or agreement of such party.

16. Expenses. Purchaser shall pay for the costs of the Title Commitment and the title insurance premium for the Title Policy. Purchaser shall also pay the premiums of endorsements to the Title Policy obtained by or at Purchaser's request (excluding the premiums for coverages intended to cure title defects and for the Title Policy, all of which shall be paid by Seller). Purchaser shall also pay for the cost of the Survey and for all costs of any other inspections, surveys and audits performed by Purchaser or at its request, whether or not the Closing occurs. Each party shall pay for its own legal and accounting expenses. Transfer taxes, if applicable, will be paid by Seller. Seller and Purchaser shall split the insured closing fee of the Title Company equally.

17. **Assignment.** Purchaser shall retain the right to transfer or assign its interest in the Agreement to an entity to be formed by Purchaser for structuring purposes. Except as provided in the preceding sentence, Purchaser may not assign its interest in this Agreement without the prior written consent of Seller.

18. **Notices.** Any notice required or permitted to be given to a party under this Agreement, shall be deemed given when (i) hand delivered, with evidence of receipt of such delivery, (ii) deposited into Federal Express or other similar type of overnight carrier service, (iii) two (2) business days after mailed by U.S. Certified or Registered Mail, postage prepaid, or (iv) upon the receipt of an electronic email transmission, followed by delivery by one of the other means identified in (i)-(iii), addressed as follows:

To Seller: Fred Orth and Marlene Miner  
926 Morris Street  
Cincinnati, Ohio 45206  
Attention: Fred Orth  
Email: fredorth@fuse.net

To Purchaser: Milhaus Properties LLC  
460 Virginia Avenue  
Indianapolis, Indiana 46203  
Attention: Tadd M. Miller  
Email: Tadd.Miller@milhaus.com

with a copy, which shall not constitute notice, to:

Wooden McLaughlin LLP  
211 North Pennsylvania Street  
One Indiana Square, Suite 1800  
Indianapolis, Indiana 46204  
Attention: E. Joseph Kremp  
Email: Joe.Kremp@WoodenLawyers.com

Any party may, from time to time, change its mailing address by written notice to the other party at its then current mailing address in accordance with the provisions of this Section 18.

19. **Risk of Loss: Eminent Domain.** Seller shall bear all risk of loss or damage to the Property from all causes until the Closing; provided, however, that Seller shall have no obligation to repair such loss or damage. In the event that, prior to the Closing, the Property, or any part thereof, is destroyed or materially damaged, or if condemnation proceedings are commenced against the Property, Purchaser shall have the right, exercisable by giving notice of such decision to Seller within ten (10) business days after receiving written notice of such damage, destruction, or condemnation proceedings, to terminate this Agreement, in which case neither party shall have any further rights or obligations hereunder. In the event of such termination, the Earnest Money shall be returned to Purchaser. If Purchaser elects to accept the Property in its then condition, all proceeds of insurance or condemnation awards payable to Seller by reason of such damage, destruction, or condemnation shall be paid or assigned to

Purchaser and Seller shall credit the Purchase Price to the extent of any deductible under any policies of insurance, which credit shall not exceed the amount of such damages.

20. **Time of the Essence.** Time is of the essence with regard to all time periods and dates referred to in this Agreement. In calculating any period of time provided for in this Agreement, the number of days allowed shall refer to calendar and not business days. If any day scheduled for performance of any obligation hereunder shall occur on a weekend or legal holiday, the time period allowed and day for performance shall be continued to the next business day.

21. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective successors and permitted assigns and shall be governed and controlled by the laws of the State where the Property is located.

22. **Date.** The date listed above in the first paragraph of this Agreement shall be deemed to be the "date of this Agreement" for all purposes.

23. **Counterparts.** This Agreement may be executed in any number of identical counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by email counterparts of the signature pages. This Agreement if transmitted by email or telecopy/fax machine shall be treated in all manner and respects as an original document, and the signature of any party thereon shall be considered as an original signature. Any such email or telecopy/fax document shall be considered to have the same binding legal effect as an original of such document. At the request of either party thereto, an email or a telecopy/fax document shall be re-executed by both parties in the original form thereof.

24. **Expiration.** If this Agreement is not executed in full on or before December 6, 2019, 5:00pm EST, the offer to purchase completed hereby shall expire and be of no further force of effect.


[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date and year first above written.

**SELLER:**


  
\_\_\_\_\_  
Fred Orth

  
\_\_\_\_\_  
Marlene Miner

**PURCHASER:**

MILHAUS PROPERTIES LLC,  
an Indiana limited liability company

By:   
30C9F3CDFA6C447...  
\_\_\_\_\_  
Tadd M. Miller, Manager

State of Ohio  
County of Hamilton  
On this date 15th November 2019  
along with a valid state-issued ID, did present  
and sign this document in my presence.  
Notary 



SHIANNE COOMER  
NOTARY PUBLIC  
STATE OF OHIO  
MY COMMISSION  
EXP: 08/19/2024




**EXHIBIT B**  
**Description of Property**

Plat Book 70, Page 2, Parcel 72

Situated in Southwest quarter of Section 8, Town 3, Fractional Range 2, of Miami Purchase, Hamilton County, Ohio, and more particularly described as follows: Being a part of Lot #14 of Subdivision of Cottage Farm made and adopted by Peter H. Kemper as part of his Last Will and Testament, as will fully appear in Will Book 14, Page 466, of the Will Records of Hamilton County, Ohio. Beginning at a point in the West line of Stanton Avenue 130 feet North of the North line of McMullan Street, thence West parallel with the South line of said Lot #14, 155 feet to a point in the West line of said Lot #14, thence North along the West line of said Lot #14 a distance of 20 feet; thence East parallel with the South line of said Lot #14 a distance of 155 feet to a point in the West line of Stanton Avenue; thence South along the West line of said Stanton Avenue 20 feet to the place of beginning. Prior Deed Book Reference: Official Record Book 10283, page 1167; Hamilton County, Ohio Deed Records.

## AGREEMENT OF PURCHASE AND SALE

 THIS AGREEMENT OF PURCHASE AND SALE (the "Agreement") is made as of this ~~November~~ <sup>December</sup> day of ~~November~~ <sup>December</sup>, 2019, by and between WAYNE ST HOLDINGS, LLC, an Ohio limited liability company ("Seller"), and MILHAUS PROPERTIES LLC, an Indiana limited liability company ("Purchaser").

### WITNESSETH:

1. **Property.** Seller agrees to sell and convey, and Purchaser agrees to purchase and pay for, on and subject to the terms and conditions contained in this Agreement, the land consisting of approximately 0.270 acres located at 2508, 2510, 2512, 2514, 2516, 2518, and 2520 Hemlock Street in Cincinnati, Ohio, as generally depicted in Exhibit A attached hereto and made a part hereof and further described in Exhibit B attached hereto and made a part hereof, together with (a) all rights and interests appurtenant thereto, including all of Seller's right, title and interest in and to adjacent streets, alleys, rights-of-way and any adjacent strips or gores of real estate and all water rights and other rights, titles and interests appurtenant thereto, and (b) any and all buildings, improvements, and fixtures located thereon and all rights, titles and interests appurtenant to such buildings, improvements, or fixtures (such parcels and appurtenant rights, interests, improvements and fixtures hereinafter referred to collectively as the "Property").
2. **Purchase Price; Earnest Money.** The "Purchase Price" shall be equal to the sum of  
The Purchase Price shall be payable as follows: (a) (the "Earnest Money")  
shall be deposited with First American Title Insurance Company, One Indiana Square, Suite 1250, Indianapolis, Indiana 46204, Attention: Monica Chavez ("Escrow Agent" or "Title Insurer") in an interest bearing account within five (5) business days of full execution and delivery of this Agreement; and (b) the remainder of the Purchase Price, subject to the provisions and adjustments described in this Agreement, shall be due and payable by certified or cashier's check or other immediately available funds, at the Closing (as defined in Section 8). The Earnest Money shall be refunded or forfeited in accordance with the terms of this Agreement; and, if all of the terms and conditions of this Agreement are satisfied or waived and the transactions contemplated hereby are closed, the Earnest Money shall be applied to the Purchase Price at the Closing.
3. **Conveyance.** At the Closing, Seller shall deliver to Purchaser its limited warranty deed in form reasonably acceptable to Purchaser (the "Deed"), conveying to Purchaser good record and marketable, indefeasible title to the Property in fee simple, free and clear of all liens and encumbrances except for the Permitted Exceptions (as defined in Section 6). At the Closing, Seller shall also assign to Purchaser, to the extent assignable under applicable law, all permits obtained by Seller with respect to the Property.
4. **Title Evidence and Survey.** Purchaser shall have the option within twenty (20) days after the date of this Agreement to order:
  - 4.1. **Title Commitment.** An ALTA commitment for title insurance for the Property issued by Title Insurer committing to issue an owner's policy for the Property in favor of Purchaser for the total Purchase Price (the "Title Commitment"); and

4.2. **Survey.** An ALTA Minimum Standard Detail Survey of the Property certified by a surveyor or engineer licensed in the State of Ohio showing the location of all easements affecting the Property, calculating the exact gross and net usable acreage of the Property (the "Survey").

5. **Inspection.** Commencing on the date of this Agreement, and at any time prior to the Closing, Seller shall make the Property available for inspection by Purchaser, its agents and employees, upon reasonable notice during normal business hours, and Purchaser may, at Purchaser's risk and expense, undertake a complete physical inspection of the Property and conduct or have conducted such surveys, soil tests and other investigations as Purchaser may desire. Upon completion of any inspection of or test on the Property, Purchaser shall provide to Seller copies of any written reports or results and restore the Property substantially to its condition prior to such inspection or test. Purchaser shall indemnify and hold Seller harmless from any liens or loss incurred by Seller resulting from the acts or omissions of Purchaser or its employees, contractors or agents related to the Property. Such indemnity shall survive the termination of this Agreement and the Closing. Within five (5) days of the date of this Agreement, Seller will provide Purchaser with complete copies of all reports, drawings, plans and studies for the Property in any Seller's possession or control, including but not limited to soil reports, engineering studies, environmental reports, wetland studies, engineering and architectural drawings and plans, all at no cost or expense to Purchaser. All documents shall remain the property of Seller in the event Purchaser does not complete the purchase of the Property and shall be returned to Seller upon written request or destroyed.

6. **Title and Survey Review.** Within thirty (30) days after Purchaser's receipt of the Survey and the Title Commitment (the "Title Objection Period"), Purchaser shall advise Seller in writing of any defect or objections disclosed by the Title Commitment or the Survey which are objectionable to Purchaser (the "Title Objections"). Any item shown on the Title Commitment or the Survey to which no objection is made by the end of the Title Objection Period shall be a "Permitted Exception." Within ten (10) days from the date of Purchaser's notice of Title Objections, Seller shall notify Purchaser whether Seller will cure the Title Objections in a manner satisfactory to Purchaser. If Seller notifies Purchaser that Seller will not cure one or more of the Title Objections, then, at the option of Purchaser, Purchaser, within ten (10) days after receipt of such notification, may elect to either terminate this Agreement and the Earnest Money shall be returned to Purchaser within three (3) business days, or waive such Title Objections. Failure by Purchaser to elect to terminate this Agreement within such time period shall be deemed a waiver by Purchaser of the relevant Title Objection, and such Title Objection shall thereafter be considered a Permitted Exception. Notwithstanding the foregoing, all monetary liens on the Property shall be considered objectionable, and Seller agrees to cause such liens to be released at or prior to the Closing. Notwithstanding the foregoing, in the event that the Title Commitment or the Survey is revised after the expiration of the Title Objection Period and such revised Title Commitment or Survey discloses matters not previously disclosed to Purchaser (the "New Objections"), the notice, objection, and cure procedures set forth in this Section 6 shall be repeated for such New Objections, with the review period for the New Objections commencing on the date that Purchaser receives, as applicable, the revised Title Commitment or Survey, and Purchaser's right to terminate this Agreement pursuant to and in the manner set forth in this Section 6 shall be correspondingly extended until ten (10) days after Purchaser's receipt of Seller's notification whether Seller will cure the New Objections in a

manner satisfactory to Purchaser. It shall be a condition to Purchaser's obligation to close the transactions contemplated by this Agreement that it receive at the Closing the standard current form of American Land Title Association (ALTA) owner's policy of title insurance subject only to Permitted Exceptions, which shall include such title insurance endorsements as Purchaser shall reasonably require (the "Title Policy"), or an irrevocable commitment to issue the same, with liability in the amount of the Purchase Price issued by Title Insurer.

7. **Prorations: Real Estate Taxes and Assessments.** Seller shall pay, or cause to be paid, all real estate taxes relating to the Property assessed for all calendar years prior to the calendar year of the Closing and shall pay, or cause to be paid, that portion of such taxes assessed for and becoming a lien during the calendar year of the Closing as shall be allocable to it for the period through and including the date of the Closing. A credit shall be allowed to Purchaser at the Closing for any such taxes which are not then due and payable. If the taxes for any such year have not been determined by the Closing, the most current taxes shall be used. Purchaser shall pay all assessments for municipal or other public improvements becoming a lien on the Property after the Closing and Seller shall pay all assessments becoming a lien prior thereto. In the event the Property is part of a larger tract of land and is not separately assessed, Purchaser and Seller shall execute an agreement providing for the payment of taxes by both parties on a pro rata basis until the Property is separately assessed.

8. **Closing.** The closing for the transactions contemplated by this Agreement (the "Closing") shall be held remotely or in or around Cincinnati, Ohio or Indianapolis, Indiana, at a place and time mutually agreed upon by Seller and Purchaser, on or before the date that is thirty (30) days after the expiration of the Approval Period (hereinafter defined). Purchaser shall notify Seller of the exact Closing date at least seven (7) days in advance. At the Closing, Seller shall execute and deliver to Purchaser the following instruments, documents, and considerations, all of which shall be in form and substance satisfactory to Purchaser: (a) the Deed; (b) a seller's affidavit in the form reasonably acceptable to the Title Insurer which includes provisions required for the removal of the standard preprinted exceptions from the Title Policy; (c) such certificates as required to comply with the requirements of Sections 1445 of the Internal Revenue Code; and (d) such other instruments, certificates, or affidavits as Purchaser, Purchaser's Lender, or Title Insurer may reasonably request to effect the intention of the parties hereunder.

9. **Conditions Precedent to the Closing.**

9.1. **Purchaser Conditions.** The obligation of Purchaser to purchase the Property at the Closing pursuant to this Agreement is subject to the following conditions (the "Purchaser Conditions"), which conditions are solely for Purchaser's benefit and may be waived, or the time for satisfaction extended, only when agreed to in writing by Purchaser:

(a) **Feasibility Review.**

During the period commencing on the date of this Agreement and continuing for ninety (90) days (the "Inspection Period"), Purchaser shall have satisfied itself with any inspections, tests, surveys, cost reviews, feasibility studies, environmental reports, soil reports, market studies, and audits that Purchaser may choose to obtain from other considerations Purchaser deems relevant, that the Property is satisfactory for multifamily



residential development or such other use as Purchaser determines for the Property (the "Project").

(b) Permits and Utilities.

During the Inspection Period, Purchaser shall have determined that all public utilities are available to the site in size and capacity to serve the contemplated development and at normal and reasonable connection costs, and Purchaser shall have obtained or confirmed to its satisfaction that all state and local permits will be issued for the feasible development and construction of the Project on the Property.

(c) Zoning.

During the period commencing on the expiration of the Inspection Period and continuing for two hundred seventy (270) days (the "Approval Period"), Purchaser shall have obtained zoning, waivers and variances and/or subdivision control and platting approvals satisfactory to Purchaser for the development of the Project.

(d) Plan Approval.

During the Approval Period, Purchaser shall have filed for and received final development plan approvals satisfactory to Purchaser for the Project through the applicable governmental entities.

(e) Simultaneous Closings.

Purchaser is also seeking the contract right to purchase from Fred Orth and Marlene Miner certain real estate near the Property, being commonly known as 2511 Stanton Avenue (the "Additional Property"). Closing on the Additional Property shall be a condition to and shall occur simultaneously with Closing under this Agreement.

9.2. Notices to Terminate; Extensions of Time. If Purchaser, in its sole and absolute discretion, determines during the Inspection Period that the Purchaser Conditions set forth in Sections 9.1(a) and (b) have not been satisfied, then Purchaser may elect to terminate this Agreement by giving written notice thereof to Seller ("Notice to Terminate - Inspections") at any time prior to the expiration of the Inspection Period. In the event that Purchaser sends a Notice to Terminate - Inspections within the time period required hereunder, this Agreement shall be terminated and of no further force or effect and the Earnest Money shall be returned to Purchaser within three (3) business days. In the event Purchaser does not deliver a Notice to Terminate - Inspections as provided herein, (y) the Purchaser Conditions described in Sections 9.1(a) and (b) shall be deemed satisfied; and (z) one-half (1/2) of the Earnest Money, which is an amount equal to

shall be deemed nonrefundable to Purchaser, except as set forth in Section 11 below or upon the failure of the condition set forth in Section 9.1(e), and such nonrefundable amount shall continue to be applicable to the Purchase Price. If Purchaser, in its sole discretion, determines during the Approval Period that the Purchaser

Conditions set forth in Sections 9.1(c) and (d) have not been satisfied, Purchaser may elect to terminate this Agreement by giving written notice thereof to Seller (“Notice to Terminate – Approvals”) at any time prior to the expiration of the Approval Period. In the event that Purchaser sends a Notice to Terminate – Approvals within the time period required hereunder, then this Agreement shall be terminated and of no further force or effect and the remaining refundable Earnest Money in an amount equal to

shall be returned to Purchaser within three (3) business days. In the event Purchaser does not deliver a Notice to Terminate – Approvals, as provided herein, the Purchaser Conditions describe in Sections 9.1(c) and (d) shall be deemed satisfied.

10. **Covenant of Cooperation.** Seller and Purchaser each covenant to cooperate with the other regarding the Purchaser Conditions described above in Section 9 in order to satisfy all such Purchaser Conditions as soon as reasonably practical. Subject to Purchaser’s right to terminate this Agreement during the Inspection Period, Purchaser agrees to make good faith efforts to satisfy the conditions and to diligently pursue the satisfaction of the same.

11. **Default: Remedies.** If Seller is ready, willing, and able to convey the Property in accordance with this Agreement and Purchaser fails to close this transaction as required by this Agreement, then Seller shall be entitled, as its sole and exclusive remedy, to terminate this Agreement and retain the Earnest Money. Seller and Purchaser agree that such amount is a reasonable amount for liquidated damages and that it would be impracticable and extremely difficult to determine actual damages. If Purchaser is ready, willing, and able to perform in accordance with this Agreement and Seller fails to close this transaction as required by this Agreement or if Seller is otherwise in breach its obligations pursuant to this Agreement beyond any applicable cure period, then Purchaser may elect (a) to terminate this Agreement, in which case (i) the Earnest Money shall be returned to Purchaser, (ii) Seller shall pay to Purchaser within ten (10) days following Purchaser’s demand therefore all actual out of pocket costs and expenses incurred by Purchaser in connection with this Agreement and the transactions contemplated by this Agreement (including, without limitation, Purchaser’s due diligence of the Property and matters relating to Purchaser’s intended development of the Property), and (iii) this Agreement shall, without further action of the parties, become null and void and the parties shall have no further rights or obligations under this Agreement (except pursuant to Section 5 hereof); or (b) Purchaser may sue for specific performance of the sale of the Property in accordance with the terms of this Agreement; provided, however, if an action for specific performance is not available for any reason, Purchaser may pursue all its rights and remedies at law.

12. **Possession.** Exclusive possession of the Property being purchased subject only to the rights of third parties pursuant to the Permitted Exceptions, shall be delivered to Purchaser at the Closing for such Property.

13. **Seller Representations and Warranties.** Seller represents and warrants to Purchaser as to the following matters, and shall be deemed to remake all of the following representations and warranties as of the date of the Closing. The truth and accuracy of all of the following representations and warranties as of the Closing shall be additional Purchaser Conditions under this Agreement and shall survive the Closing.

13.1. **Validity of Agreement.** The execution and delivery of this Agreement by Seller,

the execution and delivery of every other document and instrument delivered pursuant hereto by or on behalf of Seller, and the consummation of the transactions contemplated hereby have been validly executed and delivered by Seller, and will not (i) constitute or result in the breach of or default under any oral or written agreement to which Seller is a party or which affects the Property; (ii) constitute or result in a violation of any order, decree, or injunction with respect to which Seller and/or the Property is bound; and/or (iii) cause or entitle any party to have the right to declare a default under any oral or written agreement to which Seller is a party or which affects the Property.

13.2. Approvals and Consents. The entering into of this Agreement and the consummation of the sale of the Property will not require Seller to obtain (either before or after the Closing) any consent, license, waiver, approval, authorization, or other action of, by or with respect to any non-governmental or governmental person or entity, that has not or will not be obtained at or prior to the Closing.

13.3. Violations of Law. Seller has not received any notice, written or otherwise, from any governmental agency alleging violations by the Property of any law, statute, ordinance, rules, or regulations.

13.4. Legal Proceedings. To the best of Seller's knowledge, there is no pending or threatened litigation, arbitration, administrative action or examination, claim, or demand whatsoever relating to the Property and no attachments, execution proceedings, liens, assignments, or insolvency proceedings are pending or threatened against Seller or the Property or contemplated by Seller. Seller is not contemplating the institution of insolvency proceedings.

13.5. Eminent Domain. Seller has no knowledge of any pending or contemplated eminent domain, condemnation, or other governmental or quasi-governmental taking of any part or all of the Property.

13.6. Mechanic's Lien. Seller has paid or will pay in full all bills and invoices for labor and material of any kind arising from the ownership, operation, management, repair, maintenance, or leasing of the Property provided prior to the Closing and there are no actual or potential mechanic's lien or other claims outstanding or available to any party in connection with the ownership, operation, management, repair, maintenance, or leasing of the Property.

13.7. Transfer of Property. Between the date hereof and the Closing, no part of the Property will be alienated, encumbered, or transferred in favor of or to any party whatsoever, except for encumbrances that can be removed upon the payment of the Purchase Price. There are no purchase contracts, options, leases or any other agreements of any kind, oral or written, formal or informal, choate or inchoate, recorded or unrecorded, whereby any person or entity other than Seller will have acquired or will have any basis to assert any right, title, or interest in, or right to possession, use, enjoyment, or proceeds of, any part or all of the Property.

13.8. Claims Against Property. To the best of Seller's knowledge, no party claiming by, through, or under Seller has any claim against the Property related to the repair,

construction, improvement, operation, use, rental, or enjoyment of the Property, and neither Seller nor its agents or employees have received any notices of any claim requesting or demanding such performances or payment relative to the foregoing.

13.9. **Hazardous Wastes.** To the best of Seller's knowledge, except as disclosed in any written correspondence prior to the date of this Agreement or environmental reports provided by Seller to Purchaser after the date of this Agreement, the Property contains no Hazardous Materials or underground storage tanks in violation of applicable laws. "Hazardous Materials" shall mean any substance presently prohibited or regulated by any governmental authority or which is presently known to pose a hazard to health or safety of occupants of the Property.

14. **Condition of the Property; Operations.** Purchaser acknowledges that it will be given full opportunity to inspect the Property and, subject to Seller's specific representations and warranties expressed herein, Purchaser is relying solely upon its inspection of the Property for all purposes whatsoever, including, without limitation, the determination of the character, condition, (including without limitation, the environmental condition) accessibility, and suitability of the Property for the purpose for which it is being acquired. Purchaser further acknowledges that, subject only to Seller's specific obligations, and representations and warranties contained in this Agreement and the documents executed by Seller in connection with the Closing, THE PROPERTY WILL BE CONVEYED AS IS, WHERE IS, AND WITH ALL FAULTS AND DEFECTS AS OF THE DATE OF THE CLOSING AND THAT THERE HAVE BEEN NO REPRESENTATIONS, WARRANTIES, GUARANTIES, STATEMENTS, OR INFORMATION, EXPRESS OR IMPLIED, WHATSOEVER MADE OR FURNISHED TO PURCHASER BY SELLER OR ANY OF SELLER'S EMPLOYEES OR AGENTS, EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR AT CLOSING. From and after the date of this Agreement and continuing through the Closing, Seller will operate and maintain the Property in a manner consistent with the manner in which Seller has operated and maintained the Property prior to the date of this Agreement.

15. **Broker.** Seller and Purchaser represent each to the other that they have not dealt with any real estate broker, sales person, or finder in connection with this transaction, except Denise Guiducci of Coldwell Banker, Guiducii Group ("Broker"). Seller shall be responsible for paying Broker. If any claim is made for any other broker's or finder's fees, or commissions in connection with the negotiation, execution, or consummation of this Agreement or the transactions contemplated hereby, each party shall defend, indemnify, and hold harmless the other party from and against such claim based upon any statement, representation, or agreement of such party.

16. **Expenses.** Purchaser shall pay for the costs of the Title Commitment and the title insurance premium for the Title Policy. Purchaser shall pay the premiums of endorsements to the Title Policy obtained by or at Purchaser's request (excluding the premiums for coverages intended to cure title defects and for the Title Policy, all of which shall be paid by Seller). Purchaser shall also pay for the cost of the Survey and for all costs of any other inspections, surveys and audits performed by Purchaser or at its request, whether or not the Closing occurs but subject to the expense reimbursement requirements following a Seller default set forth in Section 11. Each party shall pay for its own legal and accounting expenses. Transfer taxes, if applicable, will be paid by Seller. Seller and Purchaser shall split the insured closing fee of the

Title Company equally.

17. **Assignment.** Purchaser shall retain the right to transfer or assign its interest in the Agreement to an entity to be formed by Purchaser for structuring purposes. Except as provided in the preceding sentence, Purchaser may not assign its interest in this Agreement without the prior written consent of Seller.

18. **Notices.** Any notice required or permitted to be given to a party under this Agreement, shall be deemed given when (i) hand delivered, with evidence of receipt of such delivery, (ii) deposited into Federal Express or other similar type of overnight carrier service, (iii) two (2) business days after mailed by U.S. Certified or Registered Mail, postage prepaid, or (iv) upon the receipt of an electronic email transmission, followed by delivery by one of the other means identified in (i)-(iii), addressed as follows:

To Seller: Wayne St. Holdings, LLC  
926 Morris Street  
Cincinnati, Ohio 45206  
Attention: Marc Gilioli  
Email: mgilioli@fuse.net

To Purchaser: Milhaus Properties LLC  
460 Virginia Avenue  
Indianapolis, Indiana 46203  
Attention: Tadd M. Miller  
Email: Tadd.Miller@milhaus.com

with a copy, which shall not constitute notice, to:

Wooden McLaughlin LLP  
211 North Pennsylvania Street  
One Indiana Square, Suite 1800  
Indianapolis, Indiana 46204  
Attention: E. Joseph Kremp  
Email: Joe.Kremp@WoodenLawyers.com

Any party may, from time to time, change its mailing address by written notice to the other party at its then current mailing address in accordance with the provisions of this Section 18.

19. **Risk of Loss; Eminent Domain.** Seller shall bear all risk of loss or damage to the Property from all causes until the Closing; provided, however, that Seller shall have no obligation to repair such loss or damage. In the event that, prior to the Closing, the Property, or any part thereof, is destroyed or materially damaged, or if condemnation proceedings are commenced against the Property, Purchaser shall have the right, exercisable by giving notice of such decision to Seller within ten (10) business days after receiving written notice of such damage, destruction, or condemnation proceedings, to terminate this Agreement, in which case neither party shall have any further rights or obligations hereunder. In the event of such termination, the Earnest Money shall be returned to Purchaser. If Purchaser elects to accept the Property in its then condition, all proceeds of insurance or condemnation awards payable to

Seller by reason of such damage, destruction, or condemnation shall be paid or assigned to Purchaser and Seller shall credit the Purchase Price to the extent of any deductible under any policies of insurance, which credit shall not exceed the amount of such damages.

20. **Time of the Essence.** Time is of the essence with regard to all time periods and dates referred to in this Agreement. In calculating any period of time provided for in this Agreement, the number of days allowed shall refer to calendar and not business days. If any day scheduled for performance of any obligation hereunder shall occur on a weekend or legal holiday, the time period allowed and day for performance shall be continued to the next business day.

21. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective successors and permitted assigns and shall be governed and controlled by the laws of the State where the Property is located.

22. **Date.** The date listed above in the first paragraph of this Agreement shall be deemed to be the "date of this Agreement" for all purposes.

23. **Counterparts.** This Agreement may be executed in any number of identical counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by email counterparts of the signature pages. This Agreement if transmitted by email or telecopy/fax machine shall be treated in all manner and respects as an original document, and the signature of any party thereon shall be considered as an original signature. Any such email or telecopy/fax document shall be considered to have the same binding legal effect as an original of such document. At the request of either party thereto, an email or a telecopy/fax document shall be re-executed by both parties in the original form thereof.

24. **Expiration.** If this Agreement is not executed in full on or before ~~December 6~~ <sup>December 20</sup>, 2019, 5:00pm EST, the offer to purchase completed hereby shall expire and be of no further force of effect.

[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date and year first above written.

**SELLER:**

WAYNE ST HOLDINGS, LLC,  
an Ohio limited liability company

By:

*Marc Gilioli - For Wayne Street Partners* dotloop verified  
11/19/19 5:19 PM EST  
Y10G-HHCD-H7PG-SLND

Printed: Marc Gilioli

Title: President

**PURCHASER:**

MILHAUS PROPERTIES LLC,  
an Indiana limited liability company

By:

DocuSigned by:  
*Tadd M. Miller*  
30C8F3CDEA5C447

Tadd M. Miller, Manager



**EXHIBIT B**  
**Description of Property**

2508-2514 Hemlock	070-0002-0159-00
2510 Hemlock	070-0002-0159-00
2516-18 Hemlock	070-0002-0159-00
2520 Hemlock	070-0002-0159-00

April 3, 2020

Walnut Hills Redevelopment Foundation  
Attn: Samantha Reeves

**RE: Poste Phase 2 – Co-Development and Purchase Agreement LOI  
Cincinnati, OH**

Milhaus Development, LLC (“Milhaus”) proposes to enter into a development agreement with Walnut Hills Redevelopment Foundation (“WHRF”) (collectively, the “Parties”) for the development of the second phase of Poste in Walnut Hills as shown in Exhibit A, attached hereto and incorporated herein by reference.

The Site currently consists of multiple owners, with whom Milhaus has or intends to enter into purchase agreement for the specific and sole purpose of the acquisition, developing, and construction of the proposed project, as shown in the Concept Plan attached hereto as Exhibit B and incorporated herein by reference.

THESE TERMS REPRESENT GOOD FAITH DISCUSSION POINTS BUT ARE NOT HOWEVER BINDING UNTIL ALL THE DEFINITIVE AGREEMENTS HAVE BEEN NEGOTIATED AND EXECUTED WITH LAND SELLERS AND WITH THE DEVELOPERS.

### PROJECT SCOPE

- Site:** The “Site” is identified as the 1.323-acre collection of parcels indicated on the site plan in Exhibit A.
- Property:** A portion of the Site includes the “Property,” which includes several parcels owned or otherwise controlled by WHRF totaling 0.719-acres. The Property is identified in the Site Plan of the Property attached to this letter as Exhibit A.
- Intended Use:** It is intended that the Property will be developed with approximately 62 residential for rent apartments (the “Multi-Family Project”).
- Multi-Family Project:** The Multi-Family Project will be comprised of multiple three-story buildings. Milhaus will develop, build, and manage the Multi-Family Project. Conceptual plans are

provided in Exhibit B attached hereto and incorporated herein by reference.

**Development Rights:** Milhaus will have exclusive rights to purchase and develop the Property for 24 months from the date of execution of this LOI.

**Milhaus Due Diligence:** Prior to entering into definitive agreements, Milhaus shall be given reasonable opportunity to complete additional due diligence on the following items: 1) title and survey; 2) environmental reports; 3) geotechnical reports; and 4) availability of incentives for the Redevelopment.

**Projected Timeline:** The Parties acknowledge that time is of the essence, and that development activities will need to continue in earnest in striving for concurrent land purchase and construction financing closings on or before September 30, 2020. Additionally, the Partners will utilize best efforts to negotiate and execute a development agreement with the City of Cincinnati prior to June 30, 2019.

**Milhaus**

**Development Services:** Milhaus will serve as master developer and developer of the Multi-Family Project, and will:

1. Lead in obtaining control of the Site;
2. Lead in obtaining all local governmental approvals, including attending meetings with local stakeholders, City staff, the design team, and the Partners;
3. Lead negotiation of necessary incentive packages from the City of Cincinnati and Port, including but not limited to a real property tax abatement and a material sales tax abatement;
4. Manage the preparation of all plans/specifications; and
5. Lead the development of all of the Multi-Family components of the development such as (i) take primary responsibility for designing a marketing and leasing plan for the Multi-Family Project; (ii) develop a proforma for the development; (iii) lead project update meetings; (iv) lead the design of all residential product and secure building permits; (v) obtain construction financing; (vi) approve all invoices for inclusion in the monthly draw; (vii) prepare the monthly draws for submission to the equity partner and the lender; and (viii) oversee construction administration; and

6. Work with the WHRF to score the project on the WHRF's Equitable Development Scorecard during each phase of the development process.

**WHRF**

**Development Services:**

In return for the Purchase Price, WHRF will serve as a facilitator and community development partner for the Project, and will:

1. Assist with obtaining control of the Site;
2. Assist Milhaus with meaningful participation in master planning, design and determination of proper design direction of the Project; and
3. Serve as liaison for the Redevelopment to the Walnut Hills community, assisting Milhaus in community outreach, engagement and support requests.

**Predevelopment Expenses:** Milhaus will fund all of the predevelopment expenses for the Project, including but not limited to the architectural fees, civil engineering fees, legal, third party studies, marketing, and construction services until such time as the equity partner has commenced funding the project. Such predevelopment expenses will include WHRF's reasonable out-of-pocket pre-development expenses including attorney fees

**Design Services:**

The architects, engineers, and designers for the Project will be selected by Milhaus. The oversight and management of these contracts shall be by Milhaus.

**Construction Financing:**

Milhaus will secure and guaranty construction loan financing for the Multi-Family Project.

**General Contractor:**

Milhaus will be the General Contractor for the construction of the Redevelopment. General Contractor will implement and use best efforts to meet an MBE/WBE/SBE inclusion plan for the Redevelopment.

**Property Management:**

Milhaus will be responsible for providing property management services for the property management of the Multi-Family Project.

**Retail Leasing:**

Should retail be added to the Multi-Family Project scope, Milhaus will be responsible for all retail leasing services,



including procuring tenants, negotiating deal terms, drafting lease documents and managing the tenant build out process. Milhaus will work with the WHRF and make good faith efforts to implement a tenanting strategy that promotes minority-owned businesses, women-owned businesses, local/small businesses, arts/cultural-based businesses, and entrepreneurial opportunities. Milhaus will also make good faith efforts to prioritize tenants who bring five or more jobs into the neighborhood, increasing opportunity for Walnut Hills residents.

**Asset Management**

**Services:**

Milhaus will be responsible for the continued asset management of the property, including sale/disposition strategy, refinancing strategy, managing the cash flow, and reporting to the equity investors.

**Purchase Price - Site:**

**WHRF Development Fee:** As compensation for completion of WHRF's Development Services, WHRF will earn a fee Provided WHRF is not responsible for a continuing event of default under the Development Agreement the WHRF Development Fee will be paid out on the same monthly schedule as Milhaus's construction draw process and Milhaus Development's fee draw – estimated to be evenly over a 12-month period after Closing.

**Purchase Terms**

The following terms are representative of a transaction that includes the entire Site:

Purchase Price

Initial Earnest Money

- *Due upon the execution of a purchase and sale agreement; applicable to Purchase Price; and*
- *Fully refundable and applicable to the Purchase Price.*

Due Diligence Period

60 days

- *Period would begin on the execution date of a to be agreed upon purchase agreement;*
- *Due Diligence may include, but are not limited to, title and survey review, site, soils, environmental and geotechnical investigations, public financing options, and rezoning options;*
- *Milhaus would provide notice to Seller of any defects of the property discovered during its Due Diligence ("Defects") and give Seller the opportunity remedy the defects to Milhaus's satisfaction prior to Closing or renegotiate the Purchase Price; and*
- *Except for the defects Milhaus notifies Seller of prior to expiration of the Due Diligence Period, Milhaus would be deemed to have waived the results of any other due diligence and inspections at the end of the Due Diligence Period.*

Approvals Period

180 days

- *Period would begin upon expiration of the Due Diligence Period;*
- *Approvals may include, but not limited to, neighborhood and zoning approvals, design and engineering, financial feasibility, public incentives, and market analysis; and*
- *Milhaus would use commercially reasonable actions to obtain all necessary Approvals for its Intended Use.*

Closing Period

60 days

- *Closing Period would begin upon Purchaser's satisfaction of all approval rights under the Approvals Period and any exercised extensions therein*

**Non-Binding Agreement:** THIS PROPOSAL IS NON-BINDING AND NO PARTY WILL HAVE ANY OBLIGATIONS UNTIL DEFINITIVE AGREEMENTS HAVE BEEN EXECUTED AND DELIVERED TO AUTHORIZED REPRESENTATIVES OF ALL PARTIES TO THE TRANSACTION.

Agreed to by:

**Milhaus Development, LLC**

\_\_\_\_\_  
Name/Title: Tadd M. Miller, Manager

Date \_\_\_\_\_

**Walnut Hills Redevelopment Foundation**

  
\_\_\_\_\_  
Name/Title: Samantha Reeves, Interim Executive Director

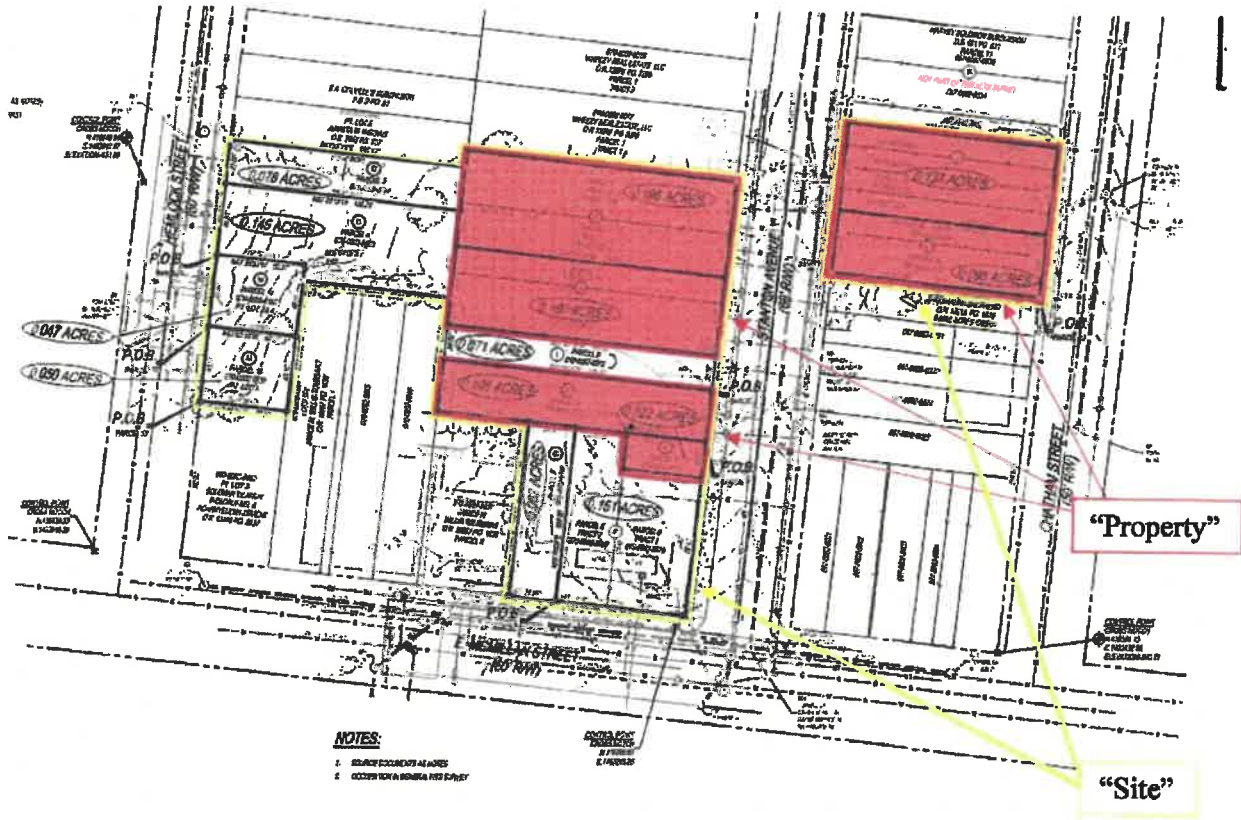
Date 5/20/19

Exhibit A – Property

Exhibit B – Building Concept Plan

Cc: Jake Dietrich, Milhaus  
Greg Martin, Milhaus

Exhibit A – Property



**Exhibit B – Concept Plan**





**First American**

**Commitment**

**ALTA Commitment for Title Insurance**

ISSUED BY

**First American Title Insurance Company**

File No: NCS-996819-INDY

**COMMITMENT FOR TITLE INSURANCE**

Issued By

**FIRST AMERICAN TITLE INSURANCE COMPANY**

**NOTICE**

**IMPORTANT-READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**First American Title Insurance Company**

Dennis J. Gilmore  
President

Jeffrey S. Robinson  
Secretary

**INSURANCE FRAUD WARNING:** ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.

**If this jacket was created electronically, it constitutes an original document.**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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**First American**

# Schedule A

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-996819-INDY

**Transaction Identification Data for reference only:**

Issuing Agent: First American Title Insurance Company National Commercial Services  
Commitment No.: NCS-996819-INDY  
Property Address: Poste Project Phase II, Cincinnati, OH  
Revision No.:

Issuing Office: 211 N. Pennsylvania Street, Suite 1250, Indianapolis, IN 46204  
Issuing Office File No.: NCS-996819-INDY

### SCHEDULE A

1. Commitment Date: January 31, 2020 at 7:30 AM
2. Policy to be Issued:
  - (a)  ALTA® Owner's Policy of Title Insurance (6-17-06)  
Proposed Insured: To Be Furnished  
Proposed Policy Amount: \$1,000.00
  - (b)  ALTA® Loan Policy of Title Insurance (6-17-06)  
Proposed Insured: None  
Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is

#### Fee Simple

4. The Title is, at the Commitment Date, vested in: HAMILTON COUNTY LAND REUTILIZATION CORPORATION, an Ohio non-profit by Hamilton County Land Reutilization Corporation Auditor's Deed recorded in/as OR [Book 12568, Page 01545](#) and Document No. 14-0029493 (as to Parcel 1)  
  
FREDERICK A. MOORE JR. by Quit Claim Deed recorded in/as OR [Book 11535, Page 01901](#) and Document No. 10-0110861 (as to Parcel 2)  
  
AGID PROPERTIES, LLC, an Ohio Limited Liability Company by General Warranty Deed recorded in/as OR [Book 12409, Page 00953](#) and Document No. 13-0125263 (as to Parcel 3)  
  
AGID PROPERTIES, LLC by Limited Warranty Deed recorded in/as OR [Book 12503, Page 02473](#) and Document No. 14-0001340 (as to Parcel 4)  
  
WALNUT HILLS REDEVELOPMENT FOUNDATION by Deed recorded in/as OR [Book 12306, Page 01314](#) and Document No. 13-0059968 (as to Parcel 5)  
  
CITY OF CINCINNATI, an Ohio municipal corporation by General Warranty Deed in/as OR [Book 11525, Page 01839](#) and Document No. 10-0104558 (as to Parcel 6)

CITY OF CINCINNATI by General Warranty Deed in/as OR [Book 11425, Page 01787](#) and Document

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No. 10-0050833 (as to Parcel 7)

HAMILTON COUNTY LAND REUTILIZATION CORPORATION, an Ohio non-profit corporation by Sheriff's Deed recorded in/as OR [Book 12967, Page 01251](#) and Document No. 15-0085973 (as to Parcel 8)

FRED ORTH AND MARLENE MINER, Husband and Wife by Auditor's Deed recorded in/as OR [Book 12091, Page 00508](#) and Document No. 12-0102408 (as to Parcel 9)

HAMILTON COUNTY LAND REUTILIZATION CORPORATION, an Ohio non-profit corporation by Sheriff's Deed recorded in/as OR [Book 12892, Page 01110](#) and Document No. 15-0048202 (as to Parcel 10)

CINCINNATI METROPOLITAN HOUSING AUTHORITY by General Warranty Deed recorded in/as Deed [Book 4326, Page 1350](#) (as to Parcel 11)

HAMILTON COUNTY LAND REUTILIZATION CORPORATION, an Ohio non-profit by Hamilton County Land Reutilization Corporation Auditor's Deed recorded in/as OR [Book 12568, Page 01548](#) and Document No. 14-0029494 (as to Parcel 12)

5. The Land is described as follows:

**See Exhibit "A" attached hereto and made a part hereof**

**INSURANCE FRAUD WARNING:** ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.

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**First American**

## Schedule BI & BII

### ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-996819-INDY

#### SCHEDULE B, PART I

#### Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Receipt of an Owner's Affidavit acceptable to the Company if standard exceptions are to be deleted from the Policy or Policies to be issued.
5. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
6. Receipt and review of an acceptable survey of the Land if the standard survey exception is to be deleted, and if certain endorsements are requested. The Company reserves the right to make additional exceptions and/or requirements following the review of said survey.
7. Submit to the Company the proper authority documents authorizing the transfer of interest of the parties and/or entities involved in this transaction.
8. A completed DTE 100 Form, or DTE 100EX Form if applicable, signed by the Grantee, must be presented with any deed or 99-year lease to be recorded for the purpose of paying the transfer tax or being exempted therefrom. An acceptable supporting affidavit must be presented with a DTE 100EX Form.
9. Approval of the County Auditor/Engineer of the legal description prior to deed transfer.
10. The Company may make additional exceptions and/or requirements upon (a) its review of the documents creating the estate or interest to be insured; (b) its review of other documentation pertinent to this transaction; and (c) ascertaining other details of the transaction.
11. The following will be required with respect to a corporation:
  - A. A certificate of good standing of recent date, issued by the Secretary of State of the corporation's state of domicile.

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- B. A certified copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officer(s) shall have the power to execute documents on behalf of the corporation. If the transaction involves a transfer of all or substantially all of the corporation's assets, the Company must be provided with a resolution of the shareholders authorizing the contemplated transaction.
  - C. Other requirements may be imposed by the Company following its review of the documentation required herein.
12. The following will be required with respect to a Limited Liability Company:
- A. A copy of the operating agreement and any amendments thereto as well as a Certificate of Full Force and Effect or comparable state certificate issued by the Secretary of State of the limited liability company's state of domicile must be provided by the Company.
  - B. Other requirements may be imposed by the Company following its review of the documentation required herein.
13. A release of dower rights by any spouse of a Grantor/Mortgagor/Lessor will be required.
14. Upon any conveyance or mortgage of the land by the governmental entity shown in Schedule satisfactory evidence should be furnished establishing that compliance has been had with the appropriate enabling statute.
15. Evidence satisfactory to the Company that the deed executed by AGID Properties, LLC to Wayne ST Holdings, LLC , recorded December 01, 2017 in/as OR [Book 13555, Page 01456](#) and Document No. 17-0109836 of Hamilton County Records is valid.
- (Affects Parcels 3 and 4)
16. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.

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**First American**

**Schedule BI & BII (Cont.)**

**ALTA Commitment for Title Insurance**

ISSUED BY

**First American Title Insurance Company**

File No: NCS-996819-INDY

**SCHEDULE B, PART II**

**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
4. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.
5. Rights of parties in possession of all or any part of the Land, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the Public Records.
6. The following exception will appear in any loan Policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy, pursuant to Ohio Revised Code Section 1509.31(D).
7. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
8. Taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, but not yet certified to the tax duplicate of the County in which the Land is situated, including but not limited to any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the Land by the State, County, Municipality, Township, or other taxing authority.

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9. Taxes and Assessments for the year 2019:

Assessed in the name of: Hamilton County Land Reutilization Corporation

Parcel No.: 070-0002-0073-00

First half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

Last half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$35.31.

Exemption amount: \$0.00

Land: \$0.00

Improvements: \$0.00

Total: \$0.00

Taxes and Assessments for the year 2020 and subsequent years are a lien, not yet due or payable

(Affects Parcel 1)

10. Taxes and Assessments for the year 2019:

Assessed in the name of: Hamilton County Land Reutilization Corporation

Parcel No.: 070-0002-0075-00

First half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

Last half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$19.63.

Exemption amount: \$0.00

Land: \$0.00

Improvements: \$0.00

Total: \$0.00

Taxes and Assessments for the year 2020 and subsequent years are a lien, not yet due or payable

(Affects Tract 1 of Parcel 2)

11. Taxes and Assessments for the year 2019:

Assessed in the name of: Hamilton County Land Reutilization Corporation

Parcel No.: 070-0002-0076-00

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First half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

Last half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$23.52.

Exemption amount: \$0.00

Land: \$0.00

Improvements: \$0.00

Total: \$0.00

Taxes and Assessments for the year 2020 and subsequent years are a lien, not yet due or payable

(Affects Tract 2 of Parcel 2)

12. Taxes and Assessments for the year 2019:

Assessed in the name of:Wayne St Holdings LLC

Parcel No.: 070-0002-0097-00

First half taxes in the amount of \$46.96 , including current assessments, if any, is Paid.

Last half taxes in the amount of \$41.55 , including current assessments, if any, is Not yet due and payable.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$0.00.

Exemption amount: \$0.00

Land: \$1,090.00

Improvements: \$0.00

Total: \$1,090.00

Taxes and Assessments for the year 2020 and subsequent years are a lien, not yet due or payable

(Affects Parcel 3)

13. Taxes and Assessments for the year 2019:

Assessed in the name of:Wayne St Holdings LLC

Parcel No.: 070-0002-0063-00

First half taxes in the amount of \$48.90 , including current assessments, if any, is Paid.

Last half taxes in the amount of \$40.03 , including current assessments, if any, is Not yet due and payable.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$0.00.

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Exemption amount: \$0.00  
Land: \$830.00  
Improvements: \$0.00  
Total: \$830.00

Taxes and Assessments for the year 2020 and subsequent years are a lien, not yet due or payable

(Affects Parcel 4)

14. Taxes and Assessments for the year 2019:

Assessed in the name of:Walnut Hills Redevelopment Foundation

Parcel No.: 070-0002-0133-00

First half taxes in the amount of \$37.31 , including current assessments, if any, is Not Paid.

Last half taxes in the amount of \$32.77 , including current assessments, if any, is Not yet due and payable.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$0.00.

Exemption amount: \$0.00  
Land: \$860.00  
Improvements: \$0.00  
Total: \$860.00

Taxes and Assessments for the year 2020 and subsequent years are a lien, not yet due or payable

(Affects Parcel 5)

15. Taxes and Assessments for the year 2019:

Assessed in the name of:Cincinnati City of

Parcel No.: 070-0002-0070-00

First half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

Last half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$0.00.

Exemption amount: \$0.00  
Land: \$0.00  
Improvements: \$0.00  
Total: \$0.00

Taxes and Assessments for the year 2020 and subsequent years are a lien, not yet due or payable

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(Affects Tract 1 of Parcel 6)

16. Taxes and Assessments for the year 2019:

Assessed in the name of:Cincinnati City of

Parcel No.: 070-0002-0069-00

First half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

Last half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$0.00.

Exemption amount: \$0.00

Land: \$0.00

Improvements: \$0.00

Total: \$0.00

Taxes and Assessments for the year 2020 and subsequent years are a lien, not yet due or payable

(Affects Tract 2 of Parcel 6)

17. Taxes and Assessments for the year 2019:

Assessed in the name of:Cincinnati City of

Parcel No.: 070-0002-0068-00

First half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

Last half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$0.00.

Exemption amount: \$0.00

Land: \$0.00

Improvements: \$0.00

Total: \$0.00

Taxes and Assessments for the year 2020 and subsequent years are a lien, not yet due or payable

(Affects Parcel 7)

18. Taxes and Assessments for the year 2019:

Assessed in the name of:Hamilton County Land Reutilization Corporation

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Parcel No.: 070-0002-0071-00

First half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

Last half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$23.52.

Exemption amount: \$0.00

Land: \$0.00

Improvements: \$0.00

Total: \$0.00

Taxes and Assessments for the year 2020 and subsequent years are a lien, not yet due or payable

(Affects Parcel 8)

19. Taxes and Assessments for the year 2019:

Assessed in the name of:Orth Fred & Marlene Miner

Parcel No.: 070-0002-0072-00

First half taxes in the amount of \$65.31 , including current assessments, if any, is Paid.

Last half taxes in the amount of \$60.98 , including current assessments, if any, is Not yet due and payable.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$0.00.

Exemption amount: \$0.00

Land: \$1,600.00

Improvements: \$0.00

Total: \$1,600.00

Taxes and Assessments for the year 2020 and subsequent years are a lien, not yet due or payable

(Affects Parcel 9)

20. Taxes and Assessments for the year 2019:

Assessed In the name of:Hamilton County Land Reutilization Corporation

Parcel No.: 067-0002-0029-00

First half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

Last half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

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Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$78.34.

Exemption amount: \$0.00

Land: \$0.00

Improvements: \$0.00

Total: \$0.00

Taxes and Assessments for the year 2020 and subsequent years are a lien, not yet due or payable

(Affects Parcel 10)

21. Taxes and Assessments for the year 2019:

Assessed in the name of:Cincinnati Metropolitan Housing Authority

Parcel No.: 067-0002-0033-90

First half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

Last half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$0.00.

Exemption amount: \$0.00

Land: \$0.00

Improvements: \$0.00

Total: \$0.00

Taxes and Assessments for the year 2020 and subsequent years are a lien, not yet due or payable

(Affects Parcel 11)

22. Taxes and Assessments for the year 2019:

Assessed in the name of:Hamilton County Land Reutilization Corporation

Parcel No.: 067-0002-0027-00

First half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

Last half taxes in the amount of \$0.00 , including current assessments, if any, is None Due.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$54.81.

Exemption amount: \$0.00

Land: \$0.00

Improvements: \$0.00

Total: \$0.00

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Taxes and Assessments for the year 2020 and subsequent years are a lien, not yet due or payable

(Affects Parcel 12)

23. Matters as disclosed in plat recorded in Plat Book 14, Page 460 of Hamilton County Records.

(Affects Parcels 2,5,7,8,9)

24. Matters as disclosed in plat recorded in Plat [Book 2, Page 91](#) of Hamilton County Records.

(Affects Parcels 3 and 4 )

25. Matters as disclosed in plat recorded in Will Book 14, Page 434 of Hamilton County Records.

(Affects Parcel 6)

26. Matters as disclosed in Consolidation plat recorded in Plat [Book 415, Page 20](#) of Hamilton County Records.

(Affects Parcel 4)

27. Matters as disclosed in plat recorded in Book 1, Page 366 of Hamilton County Records.

(Affects Parcel 7)

28. Matters as disclosed in plat recorded in Deed Book 151, Page 631 of Hamilton County Records.

(Affects Parcels 10 and 11)

29. Matters as disclosed in plat recorded in Deed Book 161, Page 632 of Hamilton County Records.

(Affects Parcel 12)

30. Child Support Enforcement Agency Lien on Real Estate/Personal Property Against: Ricky Moore In favor of Hamilton County Child Support Enforcement Agency In the Amount of Lien: \$53,820.85 recorded December 11, 2008 In/as OR [Book 11017, Page 01243](#) of Hamilton County Records.

(Affects Parcel 1)

31. Certificate of Judgment, Case No. CJ15001601 In favor of City of Cincinnati and against Walnut Hills Redevelopment in the amount of \$3,762.50 plus interest and costs, filed February 3, 2015.

(Affects Parcel 5)

32. Entry of Forfeiture to Hamilton County Land Reutilization Corporation as Case No. [A1304629](#) filed October 3, 2014.

(Affects Parcel 2)

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33. The effect of deed executed by AGID Properties, LLC to Wayne ST Holdings, LLC, recorded December 01, 2017 as OR [Book 13555](#), [Page 01456](#) and Document No. 17-0109836 of Hamilton County Records.

The Company will require satisfactory evidence that the deed was an absolute conveyance for value and that there are no other agreements, oral or written, regarding the ownership or occupancy of the land described in the deed.

(Affects Parcels 3 and 4)

34. Dower rights of any spouse of Frederick A. Moore Jr.
35. Notwithstanding the reference to acreage or square footage in the description set forth in Schedule A hereof, this commitment/policy does not insure nor guarantee the acreage or quantity of land set forth therein.
36. Rights of the public and public utilities in and to that portion of the land lying within the bounds of any publicly dedicated street(s).

#### LIMITATION OF LIABILITY FOR INFORMATIONAL REPORT

**IMPORTANT – READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.**

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**First American**

**Exhibit A**

ISSUED BY

**First American Title Insurance Company**

File No: NCS-996819-INDY

File No.: NCS-996819-INDY

The Land referred to herein below is situated in the County of Hamilton, State of Ohio, and is described as follows:

Parcel 1:

Situated and located in the City of Cincinnati, County of Hamilton, and State of Ohio, in the Southwest Quarter of Section (8), Township (3), Fractional Range Town (2) of the Miami Purchase.

Beginning at a point in the East line of Cottage Farm one hundred eighty (180) feet more or less North of the South line of said Section;

Thence, North along said East line forty-five (45) feet;

Thence, extending back at this width between two (2) parallel lines with said section line one hundred fifty-five (155) feet, more or less to the David Lot, and being a part of Lot Fourteen (14), as shown on a plat of said Cottage Farm made by Peter H. Kemper and adopted by him as a plat of his last will and testament, as will fully appears on the records of Wills of said County, together so much of the space East of said Lot as is contained between the lines of the part of said Lot conveyed. Extending East to the East line of said farm, said space being subject to the provisions of the Will of said Peter H. Kemper in regards to any right of way through or along the same Lot of in regard to the annexation.

Parcel 2:

Situated in the City of Cincinnati, County of Hamilton, State of Ohio and described as follows:

Tract 1: Being the North 25 feet of Lot No. 14 of Peter H. Kemper's Subdivision of Cottage Farm, as recorded in Will Book 14, Page 460 of the Probate Court Records of Hamilton County, Ohio. Said property fronts 25 feet on the West side of Stanton Avenue, 225 feet North of Centerline of McMillian Street, and extends Westwardly between parallel lines 155 feet.

Tract 2: Situated in the City of Cincinnati, County of Hamilton, State of Ohio and more particularly described as follows:

All that certain lot or land beginning at a point on the East line of Peter H. Kemper's Subdivision, said point being the intersection of the South line of Lot 15 of said subdivision and West line of Stanton Avenue;

Thence North along said West line of Stanton Avenue 30 feet;

Thence extending back Westwardly the same width, parallel with said South line of Lot 15, 155 feet to the Davies lot; being the Southerly 30 feet of Lot 15 as shown on a plat of said Cottage Farm Subdivision made by Peter H. Kemper and accepted by him as a part of his last will and testament as said plat is recorded in Will Book 14, Page 460 of the Will records of the probate court of Hamilton County, Ohio.

Parcel 3:

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

Fronting 25 feet on the East side of Spring Street (now Hemlock) and running back between parallel lines 135 feet, and

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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lying 215 feet North of McMillan Street, and being known and designated as the South one-half of Lot 5 in E. A. Coleville's Plat of Subdivision, and numbered as 2520 Hemlock Street, Cincinnati, Ohio.

Parcel 4:

Situated in Section 8, Township 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, Ohio, and being part of Lot 4 of E.A. Collville's Subdivision, recorded in Plat [Book 2, Page 91](#) of the Hamilton County Recorder's Office, and being more particularly described as follows:

Beginning at a point in the Easterly right-of-way of Hemlock Street, North 00° 30' 00" East, 174.09 feet from the Northerly right-of-way of East McMillan Street,

Thence Northeasterly with the Easterly line of Hemlock Street, North 00° 30' 00" East, 40.91 feet to the Northwestern corner of Lot 4, also a corner of Richard and Karen Hordinski (OR [10283, PG. 1169](#));

Thence Southeasterly with the North line of Lot 4 and Hordinski's South line, South 89° 30' 00" East, 135.00 feet to a set 5/8" iron pin and cap at the Northeasterly corner of Lot 4, said corner being in the Westerly line of Joseph Wiggins (OR. [7221, PG. 633](#));

Thence Southwesterly with the East line of Lot 4 and the Westerly line of Joseph Wiggins and also Roberto Ramirez Tr. (OR 9036, PG.1215), South 00° 30' 00" West, 50.00 feet to the Southeasterly corner of Lot 4, said corner being North 0.10 feet and West 0.68 feet from an existing iron pin and cap, and also being the Northeasterly corner of Lot 1;

Thence Northwesterly with the North line of Lot 1 and Lot 2, owned by Walnut Hills Redevelopment Foundation Inc. (OR. [6362, PG. 245](#)). North 89° 30' 00" West, 85.00 feet to the Northwesterly corner of Lot 2, said corner being North 0.02 feet and West 0.19 feet from an existing iron pin and cap;

Thence Northeasterly with a new division line, North 00° 30' 00" East, 9.09 feet to a set 5/8" Iron pin and cap;

Thence Northwesterly with a new division line, North 89° 30' 00" West, 50.00 feet to the point of beginning, containing 0.1445 acres of land, more or less.

Being the same land described in Official [Record 7235, Page 1717](#), as recorded in Hamilton County, Ohio records.

Being the result of a survey, dated March 5th, 2008, made by Eric M. Arnold P.S., Ohio Reg. No. 8276, of Parcel Numbers 70-2-96 of the Hamilton County, Ohio Tax Maps.

Bearings for the description are based on Plat [Book 2, Page 91](#).

Parcel 5:

Situate in the City of Cincinnati, County of Hamilton, Ohio, and being part of Lots 13 and 14 of P. H. Kemper's Subdivision In Probate Court Will Book 14, Page 460 of the Records of Probate Court of Hamilton County, Ohio, and being more particularly described as follows:

In the Southeast corner of the Southwest quarter of Section 8, Township 3, Fractional Range 2, fronting 20 feet and 10 inches on the West side of Stanton Avenue, formerly Lane Street, 79 feet 5 inches North of the Northwest corner of Stanton and McMillan Streets, with a depth between parallel lines of 45 feet and being the North part of the lot heretofore conveyed to Louisa C. Banding by G. F. Becker and wife by deed dated June 10, 1902.

Parcel 6:

Tract 1:

Situated in the City of Cincinnati, County of Hamilton and State of Ohio, and further described as follows, to wit:

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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Being part of Lot No. 13 of Peter H. Kemper's Subdivision of the Cottage Farm set forth in Will Book 14, Page 434, Probate Court Records of Hamilton County, Ohio and being situated in the Southeast corner of the Southwest quarter of Section 8, Township 3, Fractional Range 2, of the Miami Purchase, fronting 45 feet on the North side of McMillan Street and running back the same width 79 feet and 5 inches on the West side of Stanton, formerly Lane Street, and being 45 feet off the East side of Lot No. 13 of said Subdivision.

Tract 2:

Being part of Lot No. 13 of Peter H. Kemper's Subdivision of the Cottage Farm set forth in Will Book 14, Page 434, Probate Court Records of Hamilton County, Ohio and being situated in the Southeast corner of the Southwest quarter of Section 8, Township 3, Fractional Range 2, of the Miami Purchase, fronting 30 feet on the North side of McMillan Street and extending back the same width between lines parallel with Stanton Avenue and parallel to each other the distance of 100 feet in depth, and being located 45 feet distant from the corner of McMillan and Stanton Avenue.

Parcel 7:

All that certain lot of land in Section 8, Township 3, Fractional Range 2, Miami Purchase, Hamilton County, Ohio, in the City of Cincinnati, being part of Lot 13 as shown on the plat of Cottage Farm as made by Peter H. Kemper and recorded in Book 1, Page 366 Probate Court Records of Hamilton County, and being more particularly described as follows:

Beginning at a point in the North line of McMillan Street 75 feet West of the West line of Stanton Avenue (formerly Line Street);

Thence running Northwardly parallel with Stanton Avenue 100 feet;

Thence running Westwardly parallel with McMillan Street 26.67 feet;

Thence running Southwardly 100 feet to a point in the North line of McMillan Street, distant 26.97 feet Westwardly from the place of beginning, said point being in the line of the West side of a brick wall;

Thence running Eastwardly 26.97 feet to the place of beginning.

Parcel 8:

Being a part of Lot No. 14 of Peter H. Kemper's Cottage Farm Subdivision, as per plat recorded in Will Book 14, Page 460 of the Probate Court Records of Hamilton County, Ohio, and more particularly described as follows:

Beginning at a point on the West side of Stanton Avenue, 100 feet North of the North line of McMillan Street;

Running thence Westwardly along the South line of said Lot No. 14, a distance of 155 feet to the Southwest corner of said Lot 14;

Thence Northwardly along the West line of said lot, a distance of 30 feet to a point;

Thence Eastwardly parallel to the South line of said lot a distance of 155 feet to the West line of Stanton Avenue, a distance of 30 feet to the place of beginning; excepting therefrom a strip of ground 3 inches by 45 feet heretofore conveyed by Hannah Crowley to Louise C. Rendigs by deed recorded in Deed Book 982, Page 153 of said county records.

Said exception of three (3) inches by forty-five (45) feet being located at the Southeasterly corner of the above described premises.

Parcel 9:

Situated in Southwest quarter of Section 8, Town 3, Fractional Range 2, of Miami Purchase, Hamilton County, Ohio, and

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more particularly described as follows: Being a part of Lot #14 of Subdivision of Cottage Farm made and adopted by Peter H. Kemper as part of his Last Will and Testament, as will fully appear in Will Book 14, Page 460, of the Will Records of Hamilton County, Ohio. Beginning at a point in the West line of Stanton Avenue 130 feet North of the North line of McMillan Street;

Thence West parallel with the South line of said Lot #14, 155 feet to a point in the West line of said Lot #14,

Thence North along the West line of said Lot #14 a distance of 20 feet;

Thence East parallel with the South line of said Lot #14 a distance of 155 feet to a point in the West line of Stanton Avenue;

Thence South along the West line of said Stanton Avenue 20 feet to the place of beginning.

Parcel 10:

Situate in the City of Cincinnati, County of Hamilton and State of Ohio and being known as Lot No. 37. The North half of Lot No. 36 and the South half of Lot No. 38 of Solomon Harvey's Subdivision, formerly recorded in Deed Book 151 Page 631, Hamilton County Recorder's Office. Said real estate fronting 50 feet on Chatham Street and extending back at right angles 120 feet to Lane Street.

Parcel 11:

Situate in the City of Cincinnati, Hamilton County, Ohio, and being the North one-half (1/2) of lot thirty-eight (38) and all of lots thirty-nine (39) and forty (40) in Harvey's Subdivision of Walnut Hills, Cincinnati, Ohio, a plat of which is recorded in Book 151, Page 631 of the Records of Hamilton County, Ohio. Said lots together having a frontage of sixty-two and one half (62.50) feet on the West side of Chatham Street and extending Westwardly one hundred twenty (120) feet to Stanton Avenue.

Excepting six (6) inches by forty-eight (48) feet off the Northwest corner of lot forty (40).

Parcel 12:

In the City of Cincinnati, County of Hamilton, and State of Ohio, to wit:

Beginning on the West side of Chatham Street at a point 204.62 feet North of McMillan Street;

Thence, North along the West line of Chatham Street 35.88 feet;

Thence, West 118.87 feet to the point in the East line of Stanton Avenue 240.47 feet North of McMillan Street;

Thence, South along Stanton Avenue 35.88 feet;

Thence, East parallel with McMillan Street 118.85 feet to the place of beginning, being part of Lots 35 and 36 of Solomon Harvey's Subdivision as recorded in Deed Book 161, Page 632 of the Deed Records of Hamilton County, Ohio.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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3

Wayne Conas  
Hamilton County Recorders Office  
Doc #: 14-0029493 Type: NCDE  
Filed: 03/28/14 02:34:10 PM \$0.00  
Off.Rec.: 12568 01545 F L31 3 326



8th Series Index:  
A/O: 070-0002-0073-00

Sale #

**HAMILTON COUNTY LAND REUTILIZATION CORPORATION AUDITOR'S DEED**

Rev. Code, Secs. 5721.09; 5723, .04, .05, .06, .07, .10, .12.

**KNOW ALL MEN BY THESE PRESENTS:** That whereas, the Real Estate hereinafter described having become and being delinquent for the nonpayment of taxes, assessments, penalties, interest and costs, was forfeited to the State of Ohio, as will fully appear by the records of the Court of Common Pleas, and of the County Auditor of Hamilton County, Ohio; Case No. A1202790; and

**WHEREAS,** pursuant to Ohio Revised Code 5723.04 (B), at the request of the Hamilton County Land Reutilization Corporation organized under Chapter 1724 of the Ohio Revised Code, the County Auditor shall promptly transfer to such corporation by Auditor's Deed the fee simple title to the following forfeited real property;

**THEREUPON,** the land is deemed sold to the Hamilton County Land Reutilization Corporation for no consideration pursuant to Ohio Revised Code 5723.04 (B). The County Auditor, acting as agent for the State of Ohio, then and there sold said real estate to the said Hamilton County Land Reutilization Corporation and thereupon gave said purchaser a Certificate of sale, as required by law, which Certificate of Sale has been produced and returned to the said County Auditor.

**NOW, THEREFORE, I, Dusty Rhodes,** as County Auditor of Hamilton County, Ohio, acting as agent for the State of Ohio, for no consideration pursuant to Ohio Revised Code 5723.04 (B) and the additional statutory fee **BARGAIN, SELL AND CONVEY** unto the said Hamilton County Land Reutilization Corporation, an Ohio non-profit, community improvement corporation organized pursuant to Ohio Revised Code Chapter 1724 and existing under the laws of the State of Ohio, whose address is 299 East 6th Street, Suite 2A, Cincinnati, Ohio 45202, its successors and assigns forever, the Real Estate sold as aforesaid and situated in the City of Cincinnati, County of Hamilton and State of Ohio, and bounded and described as follows:

DATE: 03/28/14  
REC. NUMBER: 140029493  
TRANSFEROR: WASHINGTON  
SEC. 319.02, R.C.  
SEC. 319.02, R.C.  
COUNTY AUDITOR  
CINCINNATI, OHIO  
RECORDING FEE: 0.00



DESCRIPTION ACCEPTABLE  
HAMILTON COUNTY ENGINEER

Tax Map - 25/14 ✓

CAGIS - By Peter

Plat Book 70, Page 2, Parcel 73

Situated and located in the City of Cincinnati, County of Hamilton, and State of Ohio, in the Southwest Quarter of Section (8), Township (3), Fractional Range Town (2) of the Miami Purchase.

Beginning at a point in the east line of Cottage Farm one hundred eighty (180) feet more or less north of the south line of said Section; thence, north along said east line forty-five (45) feet; thence, extending back at this width between two (2) parallel lines with said section line one hundred fifty-five (155) feet, more or less to the David Lot, and being a part of Lot Fourteen (14), as shown on a plat of said Cottage Farm made by Peter H. Kemper and adopted by him as a plat of his last will and testament, as will fully appears on the records of Wills of said County, together so much of the space east of said Lot as is contained between the lines of the part of said Lot conveyed. Extending east to the east line of said farm, said space being subject to the provisions of the Will of said Peter H. Kemper in regards to any right of way through or along the same Lot of in regard to the annexation, thereof to the same street so called, being know and numbered as Numbers 2513 - 2515 Stanton Avenue, Cincinnati, Ohio 45206.

*By Peter*  
*156692*  
*70-2-73-74 cons*

Prior Deed Book Reference: Official Record Book 11240, page 1391  
Hamilton County, Ohio Deed Records

TO HAVE AND TO HOLD said premises, with all the privileges and appurtenances thereunto belonging, to the said Hamilton County Land Reutilization Corporation, an Ohio non-profit, community improvement corporation organized pursuant to Ohio Revised Code Chapter 1724 and existing under the laws of the State of Ohio, successors and assigns forever, as fully and completely as the said Dusty Rhodes as such County Auditor, acting as agent for the State of Ohio, by virtue of the statute made and provided for cases, might or should sell and convey the same.

I, Dusty Rhodes, County Auditor of Hamilton County, Ohio, acting as agent for the State of Ohio have hereunto set my hand this 2nd day of February, 2014.



*[Signature]*  
Dusty Rhodes  
County Auditor of Hamilton County, Ohio  
Acting as Agent for the State of Ohio

STATE OF OHIO, COUNTY OF HAMILTON, SS:

BE IT REMEMBERED, that on this 7 day of February, 2014 before me the subscriber, a Notary Public in and for the State of Ohio, personally came the above-named Dusty Rhodes, as County Auditor of Hamilton County and agent for the State of Ohio, the Grantor in the foregoing Deed, and acknowledged the signing of the same to be his voluntary act and deed, as such County Auditor and agent for the State of Ohio, for the uses and purposes therein mentioned.

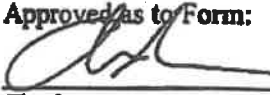
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

**SUSAN SILVER**  
ATTORNEY AT LAW  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION HAS NO EXPIRATION DATE.  
SECTION 14743 O.R.C.

  
\_\_\_\_\_  
Notary Public – State of Ohio

This instrument prepared by Charles Anness, Assistant Prosecuting Attorney, Hamilton County, Ohio.

Approved as to Form:

  
\_\_\_\_\_  
Charles Anness  
Assistant Prosecuting Attorney

Convey. number: 11794  
Deed number: 219318  
Inst. number: 222423  
Transfer date: 09/21/10  
Spec. 319.02, R.C.  
Sec. 322.12 R.C.  
Grantee: Frederick  
Hamilton County Auditor  
State amount: 4.00  
Permit fee: 8.00  
Transfer fee: 1.00  
Conveyance fee: 4.00  
Fee total: 13.00

Wayne Coates  
Hamilton County Recorders Office  
Doc #: 10-0110861 Type: DE  
Filed: 09/21/10 02:15:34 PM \$28.00  
Off. Rec.: 11535 01901 F 2 461

## Quit Claim Deed

RECORD OF THE HAMILTON COUNTY RECORDERS OFFICE  
P1153501901F9

State of Ohio

Hamilton County

**Know All Men, By These Presents, Affordable American Homes LLC** herein referred to as "Grantor(S)" whose address is P.O. Box 892 Dublin OH 43017 City of Dublin, County of Franklin, State of Ohio, for the consideration of the sum of Four thousand dollars (\$4000.00) received in full satisfaction in the form of same value in another house exchanged for part payment of this and other valuable considerations paid, grants with quit claim covenants to **FREDERICK A. MOORE JR.** herein after referred to as "grantee(s)" whose address is **461 HIGHLAND AVENUE, WARREN OH 44485** the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, enfeoffed released and confirmed and by these presents both grant, bargain, sell, alien, eneff, release and confirm unto the Grantee, for Grantee's life, remainder to the survivor of Grantee, the following described property;

Situated in the City of Cincinnati, County of Hamilton, State of Ohio and described as follows:  
**PARCEL 1: BEING THE NORTH 25 FEET OF LOT NO. 14 OF PETER H. KEMPER'S SUBDIVISION OF COTTAGE FARM, AS RECORDED IN WILL BOOK 14, PAGE 460 OF THE PROBATE COURT RECORDS OF HAMILTON COUNTY, OHIO. SAID PROPERTY FRONTS 25 FEET ON THE WEST SIDE OF STANTON AVENUE, 225 FET NORTH OF CENTERLINE OF MCMILLIAN STREET, AND EXTENDS WESTWARDLY BETWEEN PARALLEL LINES 155 FEET.**

**PARCEL 2: Situated in the City of Cincinnati, County of Hamilton, State of Ohio and more particularly described as follows:**

**ALL THAT CERTAIN LOT OR LAND BEGINNING AT A POINT ON THE EAST LINE OF PETER H. KEMPER'S SUBDIVISION, SAID POINT BEING THE INTERSECTION OF THE SOUTH LINE OF LOT 15 OF SAID SUBDIVISION AND WEST LINE OF STANTON AVENUE; THENCE NORTH ALONG SAID WEST LINE OF STANTON AVENUE 30 FEET; THENCE EXTENDING BACK WESTWARDLY THE SAME WIDTH, PARALLEL WITH SAID SOUTH LINE OF LOT 15, 155 FEET TO THE DAVIES LOT; BEING THE SOUTHERLY 30 FEET OF LOT 15 AS SHOWN ON A PLAT OF SAID COTTAGE FARM SUBDIVISION MADE BY PETER H. KEMPER AND ACCEPTED BY HIM AS A PART OF HIS LAST WILL AND TESTAMENT AS SAID PLAT IS RECORDED IN WILL BOOK 14, PAGE 460 OF THE WILL RECORDS OF THE PROBATE COURT OF HAMILTON**

11535 1901

DESCRIPTION ACCEPTABLE  
HAMILTON COUNTY ENGINEER

Tax Map - *(9-21-10)*  
Book, Page 11535.1901 Page: 1 of 2  
CAGIS - \_\_\_\_\_

Description: Hamilton, OH Document - Book, Page 11535.1901 Page: 1 of 2  
Order: 996819 Comment:

*at 702-75  
A-702-76*

COUNTY, OHIO. Parcel Nos: 070-0002-0075-00 & 070-0002-0076-00

AKA: 2517 Stanton Avenue, Cincinnati, OH 45206

Subject To All covenants, restrictions, easements, conditions, and rights appearing of record;  
And Subject to any state of facts an accurate survey would show.

To Have And To Hold said premises, with the appurtenances thereunto belonging, to the said Grantee (s), and to the heirs and assigns of said Grantee (s), forever.

And The Said Grantor, and his successors, hereby covenants with the said Grantee (s), and assigns of said Grantee (s), that said premises are free and clear from all encumbrances, whatsoever, by, from agreements, covenants and conditions of record;

and Except any state of facts with which would be disclosed by an accurate survey of the premises herein conveyed.

Said Grantor, and his successors, hereby further covenants that said Grantor, and his successors, will Forever Warrant And Defend the Same with the appurtenances thereunto belonging, unto said Grantee (s), and the heirs and assigns of said Grantee (s), against lawful claims of all persons claiming by, from, through, or under the said Grantor herein.

IN WITNESS WHERE OF, the Grantors Amardeep Makkar as a Grantor/seller and as founder member/owner of Affordable American Homes LLC as its officer duly authorized agent who hereby release their respective rights of dower herein, If any, have caused their names to be subscribed hereunto set her hands, 16<sup>th</sup> day of September 2010.

Signed and Acknowledged by:

A. Singh Makkar

Affordable American Homes LLC

Signed and Acknowledged in the presence of

State of OHIO, County of Franklin

Be it remembered that, on this 16 day of Sept 2010 before me the subscriber, personally came and appeared before me above-named representative of Affordable American Homes LLC known to be the Grantors in the foregoing deed, and acknowledged the signing thereof to be their voluntary act and deed.

In testimony wherefore, I have hereunto signed my name and affixed my official seal this 16 day of Sept 2010.

My Commission expires (month/day) Jan 28 (year) 2012.



MELISSA OLDAKER  
Notary Public  
My Commission Expires:  
January 28, 2012

Melissa Oldaker  
NOTARY PUBLIC

Prepared By: Amardeep Makkar P.O. Box 892 Dublin OH 43017

11535 1902



3

Wayna Coates  
Hamilton County Recorders Office  
Doc #: 14-0001340 Type: DE  
Filed: 01/06/14 02:36:36 PM \$36.00  
Off.Rec.: 12503 02473 F M27 3 486

1250302473F6

FR12002851

REO #969760

### Limited Warranty Deed

This Deed is from Federal Home Loan Mortgage Corporation, a corporation organized and existing under the laws of the United States of America ("Grantor"), to AGID Properties, LLC, ("Grantee")

For value received, Grantor hereby grants, remises, aliens and conveys unto Grantee, and to Grantee's heirs and assign forever, but without recourse, representation or warranty, except as expressed herein, all of grantor's right, title and interest in and to that certain tract or parcel of land commonly known as 2516-2518 Hemlock Street, Cincinnati, OH 45206 and situated in the City of Cincinnati, County of Hamilton, State of Ohio, described as follows (the "Premises"):

SEE EXHIBIT "A" WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN.

Subject to easements and restrictions of record.

Permanent Parcel #: 070-0002-0063-00

Tax Mailing Address: PO BOX 19701 CINCINNATI, OH 45219

Prior Instrument Reference: Book 12112 Page 1482 of the Official Records of Hamilton County, Ohio.

Convey Number:  
Deed Number: 308032  
Inst. Number: 304011  
Transfer Date: 01/06/2014  
Sec. 319.002, R.C.  
Sec. 322.02 R.C.  
Early Records  
Hamilton County Auditor  
Sale amount: 0  
Penal/serve fee: 0.00

And Grantor, for itself and its successors does covenant, promise and agree, to and with Grantee, Grantee's heirs and assigns, that Grantor has not done or caused anything whereby the Premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that Grantor will specially warrant title to the Premises, against all persons lawfully claiming or who may claim the same, by, through or under Grantor but not otherwise.

Dated this 6 day of December, 2013.

**Federal Home Loan Mortgage Corporation**  
**by Lerner Sampson & Rothfuss as Attorney in Fact**

by: [Signature]  
**Andrew M. Top, Assistant Secretary**  
**POA Recorded: O.R. 11828 and Page 01578**

STATE OF OHIO)                      SS:  
COUNTY OF HAMILTON)

**BE IT REMEMBERED**, That on this 6 day of December, 2013 before me, the subscriber, a Notary Public in and for said County and State, personally came, Andrew M. Top, Assistant Secretary of Lerner Sampson & Rothfuss, as Attorney in Fact for Federal Home Loan Mortgage Corporation, the Grantor in the foregoing Deed, and acknowledged the signing thereof to be his/her voluntary act and deed and the voluntary act and deed on behalf of the corporation.

**IN TESTIMONY THEREOF**, I have hereunto subscribed my name and affixed my Official seal on the day and year last aforesaid.



**KATHLEEN WARREN**  
Notary Public, State of Ohio  
My Commission Expires July 30, 2018

[Signature]  
Notary Public

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

This instrument was prepared by:  
Lerner, Sampson & Rothfuss  
120 East Fourth Street  
Cincinnati, OH 45202



EXHIBIT "A"

Situated in Section 8, Township 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, Ohio, and being part of Lot 4 of E.A. Collville's Subdivision, recorded in Plat Book 2, Page 91 of the Hamilton County Recorder's Office, and being more particularly described as follows:

Beginning at a point in the easterly right-of-way of Hemlock Street, North 00° 30' 00" East, 174.09 feet from the northerly right-of-way of East McMillan Street, thence northeasterly with the easterly line of Hemlock Street, North 00° 30' 00" East, 40.91 feet to the northwesterly corner of Lot 4, also a corner of Richard and Karen Hordinski (OR 10283, PG. 1169);

thence southeasterly with the north line of Lot 4 and Hordinski's south line, South 89° 30' 00" East, 135.00 feet to a set 5/8" iron pin and cap at the northeasterly corner of Lot 4, said corner being in the westerly line of Joseph Wiggins (OR. 7221, PG. 633);

thence southwesterly with the east line of Lot 4 and the westerly line of Joseph Wiggins and also Roberto Ramirez Tr. (OR 9036, PG.1215), South 00° 30' 00" West, 50.00 feet to the southeasterly corner of Lot 4, said corner being North 0.10 feet and West 0.68 feet from an existing iron pin and cap, and also being the northeasterly corner of Lot 1;

thence northwesterly with the north line of Lot 1 and Lot 2, owned by Walnut Hills Redevelopment Foundation Inc. (OR. 6362, PG. 245). North 89° 30' 00" West, 85.00 feet to the northwesterly corner of Lot 2, said corner being North 0.02 feet and West 0.19 feet from an existing iron pin and cap;

thence northeasterly with a new division line, North 00° 30' 00" East, 9.09 feet to a set 5/8" iron pin and cap;

thence northwesterly with a new division line, North 89° 30' 00" West, 50.00 feet to the point of beginning, containing 0.1445 acres of land, more or less.

Being the same land described in Official Record 7235, Page 1717, as recorded in Hamilton County, Ohio records.

Subject to all legal rights-of-way, easements, covenants, and restrictions of record and or existence.

Being the result of a survey, dated March 5th, 2008, made by Eric M. Arnold P.S., Ohio Reg. No. 8276, of Parcel Numbers 70-2-96 of the Hamilton County, Ohio Tax Maps.

Bearings for this description are based on Plat Book 2, Page 91.

8-70-2-63

DESCRIPTION ACCEPTABLE  
HAMILTON COUNTY ENGINEER  
Tax Map - [Signature] (1-6-14)  
CAGIS - [Signature]

### Know All Men by These Presents

NON-CONFORMING DOCUMENT  
ADDITIONAL RECORDING FEE  
(ORC §17.114)

That Fred Orth and Marlene Miner whose address is 926 Morris Street, Cincinnati, Ohio 45206 in consideration of \$1.00 (one dollar) to them paid by Walnut Hills Redevelopment Foundation whose address is 2505 May Street, Cincinnati, Ohio 45206 do hereby Remise, Release and Forever Quit Claim to the said Walnut Hills Redevelopment Foundation their heirs and assigns forever, the following described Real Estate situate in the City of Cincinnati, in the County of Hamilton, and State of Ohio the property better known and described as

Plat Book 70, Page 2, Parcel 133 *SO*

Situate in the City of Cincinnati, County of Hamilton, Ohio, and being part of Lots 13 and 14 of P. H. Kemper's Subdivision in Probate Court Will Book 14, page 460 of the Records of Probate Court of Hamilton County, Ohio, and being more particularly described as follows:

In the southeast corner of the southwest quarter of Section 8, Township 3, Fractional Range 2, fronting 20 feet and 10 inches on the west side of Stanton Avenue, formerly Lane Street, 79 feet 5 inches north of the northwest corner of Stanton and McMillan Streets, with a depth between parallel lines of 45 feet and being the north part of the lot heretofore conveyed to Louisa C. Randing by G. F. Becker and wife by deed dated June 10, 1902.

Prior Deed Reference: Deed Book 11788, page 1379  
Hamilton County, Ohio Deed Records

To Have and to hold said premises, with all the privileges and appurtenances thereunto belonging, to said Fred Orth and Marlene Miner, husband and wife, their heirs and assigns forever.

In Witness Whereof, the said Fred Orth and Marlene Miner, husband and wife, do hereby release their right in said premises, have hereunto set their hand, this 4<sup>th</sup> day of May, 2013.

Signed and acknowledged in presence of:

*Fred Orth*  
Fred Orth

*Marlene Miner*  
Marlene Miner  
Hamilton County Recorders Office  
Doc #: 13-0059968 Type: DE  
Filed: 05/06/13 11:25:31 AM \$28.00  
Off. Rec. #: 12306-01314 F 1 353



DESCRIPTION ACCEPTABLE  
HAMILTON COUNTY ENGINEER  
Tax Map - 576/13 *DS*  
CAGIS - \_\_\_\_\_

State of Ohio, Hamilton County, SS:

Be it remembered that on this 4<sup>th</sup> day of May, 2013, before me a notary public in and for said county, personally came Fred Orth and Marlene Miner the grantors in the foregoing deed, and acknowledged the signing thereof to be their voluntary act and deed.

Witness my official signature and seal on the day last above mentioned.

*Lisa L. Slocum*

Notary Fee: 0.50  
Recording Fee: 2.00  
Total: 2.50

This Instrument prepared by Paul Orth  
Doc. number: 50009  
Deed number: 285182  
Instr. number: 288206  
Transfer date: 05/06/2013  
Sec. 319.022 R.C.  
Sec. 322.02 R.C.  
Dusty Rhodes  
Hamilton County Auditor  
Sales amount: 2.000  
Permittee fee: 4.00

Wayne Coates  
Hamilton County Recorders Office  
Doc #: 10-0104558 Type: DE  
Filed: 09/08/10 01:01:20 PM \$28.00  
Off.Rec.: 11525 01839 F C22 2 448

1152501839Fb

space above for Recorder's Office

**GENERAL WARRANTY DEED**

**SAMMIE GERALDS and FLOSSIE M. GERALDS**, husband and wife, of Hamilton County, Ohio, for valuable consideration paid, hereby grant and convey, with general warranty covenants, to the **CITY OF CINCINNATI**, an Ohio municipal corporation, the tax-mailing address of which is 801 Plum Street, Cincinnati, Ohio 45202, the following real property:

Situated in the City of Cincinnati, County of Hamilton and State of Ohio, and further described as follows, to wit:

Being part of Lot No. 13 of Peter H. Kemper's Subdivision of the Cottage Farm set forth in Will Book 14, Page 434, Probate Court Records of Hamilton County, Ohio and being situated in the southeast corner of the southwest quarter of Section 8, Township 3, Fractional Range 2, of the Miami Purchase, fronting 45 feet on the north side of McMillan Street and running back the same width 79 feet and 5 inches on the west side of Stanton, formerly Lane Street, and being 45 feet off the East side of Lot No. 13 of said Subdivision. 70

Also:

Being part of Lot No. 13 of Peter H. Kemper's Subdivision of the Cottage Farm set forth in Will Book 14, Page 434, Probate Court Records of Hamilton County, Ohio and being situated in the southeast corner of the southwest quarter of Section 8, Township 3, Fractional Range 2, of the Miami Purchase, fronting 30 feet on the north side of McMillan Street and extending back the same width between lines parallel with Stanton Avenue and parallel to each other the distance of 100 feet in depth, and being located 45 feet distant from the corner of McMillan and Stanton Avenue. 67

Fee total: 1.00  
Deed recording fee: 1.00  
Transfer fee: 0.00  
Assessment fee: 0.00

Property Address: 752, 756 & 758 E. McMillan St., Cincinnati, OH 45206  
Auditor's Parcel Nos.: 70-2-69 and 70-2-70 69 Kv


Together with all appurtenant easement and rights.

The foregoing general warranty covenants are subject to easements, restrictions and other matters of record, and the lien of real estate taxes and assessments.

Prior instrument reference: Deed Book 4207, Page 197 Hamilton County, Ohio Records.

Convey number: 218435  
Deed number: 221547  
Instr. number: 09052710  
Transfer date: 09/08/10  
Sec. 319.202 R.C.  
Sec. 322.02 R.C.  
Dusty Rhodes  
Hamilton County Auditor  
Sales amount: 0  
Dispositive fee: 0.00

**DESCRIPTION ACCEPTABLE  
HAMILTON COUNTY ENGINEER**

Tax Map - 9/8/16 

11525 1839

The City's acquisition of the real property herein described was authorized by Ordinance No. 258-2009 passed on September 10, 2009.

Executed on September 7<sup>th</sup>, 2010.

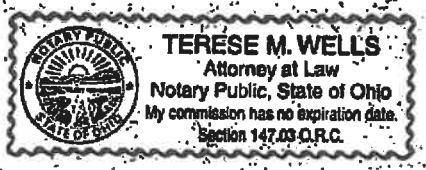
Sammie Gerald  
SAMMIE GERALDS

Flossie Gerald  
FLOSSIE M. GERALDS

STATE OF OHIO )  
                          ) SS:  
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of September, 2010 by SAMMIE GERALDS and FLOSSIE M. GERALDS.

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



Approved as to Form:

Patricia Braxton  
Assistant City Solicitor

This instrument prepared by:  
Patricia D. Braxton  
Office of the City Solicitor  
801 Plum Street, Suite 214  
Cincinnati, Ohio 45202

Hamilton County Auditor  
Transfer Fee: 0.50  
Conveyance Fee: 0.00  
Fee Total: 0.50

Convey. number: 208999  
Deed number: 212126  
Instr. number: 05/07/2010  
Sec. 319.202, R.C.  
Sec. 322.02 R.C.  
Darryl Terrell  
Hamilton County Auditor  
Sales amount: 0  
Domestic fee: 0.00

Wayne Coates  
Hamilton County Recorders Office  
Doc #: 10-0050833 Type: DE  
Filed: 05/07/10 02:26:00 PM \$28.00  
Off.Rec.: 11425 01787 F C22 2 382

1142501787F

**GENERAL WARRANTY DEED**  
**Statutory Form ORC 5302.08**

Darryl Terrell, married, whose spouse is Lois Celeste Terrell for valuable consideration paid, grants with general warranty covenants, to the City of Cincinnati, whose tax mailing address is 801 Plum Street, City Hall, Cincinnati, Ohio 45202, the following real property:

All that certain lot of land in Section 8, Township 3, Fractional Range 2, Miami Purchase, Hamilton County, Ohio, in the City of Cincinnati, being part of Lot 13 as shown on the plat of Cottage Farm as made by Peter H. Kemper and recorded in book 1, Page 366 Probate Court Records of Hamilton County, and being more particularly described as follows:

Beginning at a point in the north line of McMillan Street 75 feet west of the west line of Stanton Avenue (formerly Line Street); thence running northwardly parallel with Stanton Avenue 100 feet; thence running westwardly parallel with McMillan Street 26.67 feet; thence running southwardly 100 feet to a point in the north line of McMillan Street, distant 26.97 feet westwardly from the place of beginning, said point being in the line of the west side of a brick wall; thence running eastwardly 26.97 feet to the place of beginning.

Prior Deed Reference: Official Record Book 11054, Pages 1694-1696 of the Hamilton County Recorder's office.

Lois Celeste Terrell, wife of the grantor, releases all rights of dower herein.

Executed May 7<sup>th</sup> 2010.

BBP: 070-0002-0068-00

DESCRIPTION ACCEPTABLE  
HAMILTON COUNTY ENGINEER

Tax Map -

CAGIS

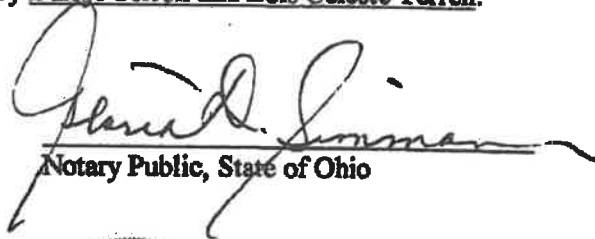
Darryl Terrell  
Darryl Terrell  
Lois Celeste Terrell  
Lois Celeste Terrell

11425 1787

89-2-68

State of Ohio, County of Hamilton, SS:

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of May, 2010 by Darryl Terrell and Lois Celeste Terrell.

  
Notary Public, State of Ohio

APPROVED AS TO FORM:

  
Assistant City Solicitor



Glenda D. Simmons  
Notary Public, State of Ohio  
My Commission Expires 02-11-2012

This instrument was prepared by:  
Dorothy N. Carman, Attorney at Law, Assistant City Solicitor  
City of Cincinnati, Department of Law

11425 1788

3

Transfer fee: 0.50  
 Conveyance fee: 0.00  
 Fee total: 0.50  
 Permissive fee: 0.00  
 Sales amount: 0  
 Hamilton County Auditor  
 County Auditor  
 Sec. 322.02 R.C.  
 Sec. 319.202, R.C.  
 Transfer date: 08/13/2015  
 Instr. number: 366859  
 Deed number: 362996  
 Convey. number:

Wayne Coates  
 Hamilton County Recorders Office  
 Doc #: 15-0085973 Type: NCDE  
 Filed: 08/13/15 11:41:44 AM \$0.00  
 Off.Rec.: 12967 01251 F L31 3 224

b1296701251fb

(ABOVE LINE FOR RECORDER'S USE ONLY)

**SHERIFF'S DEED**  
 Ohio Revised Code §§ 323.65-323.79

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Property (as hereinafter defined), having become and being delinquent for the non-payment of taxes, assessments, penalties, interest and/or costs and being abandoned land and/or vacant land as defined in Ohio Revised Code Section 323.65, was ordered to be transferred to HAMILTON COUNTY LAND REUTILIZATION CORPORATION without appraisal or public auction and without consideration pursuant to Ohio Revised Code Section 323.73(G), as will fully appear by the records of the Hamilton County Board of Revision and Hamilton County Clerk of Courts in Case No. RF1400015;

NOW THEREFORE, JIM NEIL, SHERIFF OF HAMILTON COUNTY, OHIO, pursuant to the Adjudication of Foreclosure entered on June 15, 2015 in favor of Robert A. Goering, Treasurer of Hamilton County, Ohio for unpaid delinquent taxes, assessments, penalties, interest and/or costs, and the Confirmation and Order of Transfer entered on June 23, 2015, does hereby GRANT, SELL AND CONVEY unto HAMILTON COUNTY LAND REUTILIZATION CORPORATION, an Ohio non-profit corporation organized under Chapter 1724 of the Ohio Revised Code with an address of 3 East Fourth Street, Suite 300, Cincinnati, Ohio 45202 ("Transferee"), and its successors and assigns forever, all the rights, title and interest of the parties in Case No. RF1400015 pending before the Hamilton County Board of Revision, which case is captioned *Robert A. Goering, Treasurer of Hamilton County, Ohio v. Lisa L. Hines, et al.*, and all pleadings therein incorporated herein by reference, in and to the lands and tenements situated in the County of Hamilton and State of Ohio, known and described as follows ("Property"):

**SEE EXHIBIT "A" ATTACHED HERETO  
 AND MADE A PART HEREOF**

TO HAVE AND TO HOLD said Property, with all the privileges and appurtenances thereunto belonging, to said Transferee, its successors and assigns forever, as fully and completely as said Sheriff, by virtue of the above-described statute and case, might or should sell and convey said Property. Upon transfer of said Property to Transferee, all liens for taxes due as



of the date of this Sheriff's Deed, and all liens subordinate to such liens for taxes, shall be deemed satisfied and discharged.

Prior Owner: Lisa L. Hines  
Auditor Parcel Number: 070-0002-0071 *SA*  
Prior Instrument Reference: Official Record Volume 09588, Page 01187,  
Hamilton County, Ohio Records  
Common Street Address: 2509 Stanton Avenue, Cincinnati, Ohio 45206  
Executed officially this 16 day of JULY, 2015.

Executed upon presentation  
in accordance of ORC 2329.36  
without review.

*Jim Neil*  
JIM NEIL, SHERIFF OF  
HAMILTON COUNTY, OHIO

STATE OF OHIO )  
  :     SS:  
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this 16 day of JULY, 2015,  
by JIM NEIL, SHERIFF OF HAMILTON COUNTY, OHIO.

*[Signature]*  
Notary Public



JEFFREY S. HARVEY  
Notary Public, State of Ohio  
My Commission Expires  
December 22, 2018

This Instrument Prepared By:  
Joseph E. Lehnert, Esq.  
Keating Muething & Klekamp PLL  
One East Fourth Street, Suite 1400  
Cincinnati, Ohio 45202  
(513) 579-6400

**EXHIBIT A**  
**LEGAL DESCRIPTION**

Being a part of Lot No. 14 of Peter H. Kemper's Cottage Farm Subdivision, as per plat recorded in Will Book 14, page 460 of the Probate Court Records of Hamilton County, Ohio, and more particularly described as follows:

Beginning at a point on the west side of Stanton Avenue, 100 feet north of the north line of McMillan Street; running thence westwardly along the south line of said Lot No. 14, a distance of 155 feet to the southwest corner of said Lot 14; thence northwardly along the west line of said lot, a distance of 30 feet to a point; thence eastwardly parallel to the south line of said lot a distance of 155 feet to the west line of Stanton Avenue, a distance of 30 feet to the place of beginning; excepting therefrom a strip of ground 3 inches by 45 feet heretofore conveyed by Hannah Crowley to Louise C. Rendigs by deed recorded in Deed Book 982, page 153 of said county records.

Said exception of three (3) inches by forty-five (45) feet being located at the Southeasterly corner of the above described premises.

6154896.1

CONDITIONAL APPROVAL  
EXCEPTION(S) IN DESCRIPTION  
HAMILTON COUNTY ENGINEER

Tax Map -

7/13/15 RC

Convey. number: 266017  
 Deed number: 262092  
 Inst. number: 08/04/2012  
 Transfer date: 08/04/2012  
 Sec. 319.202, R.C.  
 Sec. 322.02, R.C.  
 County Rhodes  
 Hamilton County Auditor  
 Sales amount: 0  
 Permissive fee: 0.00  
 Transfer fee: 0.00  
 Conveyance fee: 0.00  
 Fee total: 0.00

Wayne Coates  
 Hamilton County Recorder's Office  
 Doc #: 12-0102408 Type: DE  
 Filed: 08/14/12 08:05:03 AM \$28.00  
 Off.Rec.: 12091 00508 F FD 2 96

DESCRIPTION ACCEPTABLE  
 HAMILTON COUNTY ENGINEER

Tax Map - 7/7/12  
 CAGIS - \_\_\_\_\_



8th Series Index: 70 / 340  
 A/O: 070 0002 0072

Sale # 128

**AUDITOR'S DEED**  
 (Forfeited land Sale)

Rev. Code, Secs. 5721.09; 5723, .05, .06, .07, .10, .12.

**KNOW ALL MEN BY THESE PRESENTS:** That whereas, the Real Estate hereinafter described having become and being delinquent for the nonpayment of taxes, assessments, penalties, interest and costs, was forfeited to the State of Ohio, as will fully appear by the records of the Court of Common Pleas, and of the County Auditor of Hamilton County, Ohio; Case No. A0907283; and

**WHEREAS,** said County Auditor, after the lapse of time as provided by law caused notice of the sale of said forfeited land to be advertised once a week for two consecutive weeks prior to the date fixed by law, on the 8<sup>th</sup> day of May, 2012 and 15<sup>th</sup> day of May, 2012, attended at the Courthouse of said County and from day to day offered said Real Estate for sale at public auction on, 11<sup>th</sup> day of June, 2012 and the 12<sup>th</sup> day of June, 2012, to the highest bidder, in manner and form provided by law;

Fred Orth and Marlene Miner, husband and wife, bid for said Real Estate the sum of Five Dollars (\$5.00), which sum being the highest bid offered and the best price obtainable, the County Auditor, acting as agent for the State of Ohio, then and there sold said Real Estate to the said Fred Orth and Marlene Miner, husband and wife, for said sum, and thereupon gave to said purchaser, a Certificate of Sale, as required by law, which Certificate of Sale has been produced and returned to the said County Auditor.

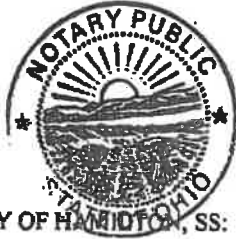
**NOW, THEREFORE, I, Dusty Rhodes,** as County Auditor of Hamilton County, Ohio, acting as agent for the State of Ohio, in consideration of the premises and the payment of the sum of Five Dollars (\$5.00), and the additional statutory fees for transfer and recording as listed on the Certificate of Sale as provided by law, do hereby **GRANT, BARGAIN, SELL AND CONVEY** unto the said Fred Orth and Marlene Miner, husband and wife, whose address is 926 Morris Street, Cincinnati OH 45206, their heirs and assigns forever, the Real Estate sold as aforesaid and situated in the City of Cincinnati, County of Hamilton and State of Ohio, and bounded and described as follows:

Plat Book 70, Page 2, Parcel 72  
 Situated in Southwest quarter of Section 8, Town 3, Fractional Range 2, of Miami Purchase, Hamilton County, Ohio, and more particularly described as follows: Being a part of Lot #14 of Subdivision of Cottage Farm made and adopted by Peter H. Kemper as part of his Last Will and Testament, as will fully appear in Will Book 14, Page 460, of the Will Records of Hamilton County, Ohio. Beginning at a point in the West line of Stanton Avenue 130 feet North of the North line of McMillan Street; thence West parallel with the South line of said Lot #14, 155 feet to a point in the West line of said Lot #14, thence North along the West line of said Lot #14 a distance of 20 feet; thence East parallel with the South line of said Lot #14 a distance of 155 feet to a point in the West line of Stanton Avenue; thence South along the West line of said Stanton Avenue 20 feet to the place of beginning. Prior Deed Book Reference: Official Record Book 10283, page 1167; Hamilton County, Ohio Deed Records.

12091 508

TO HAVE AND TO HOLD said premises, with all the privileges and appurtenances thereunto belonging, to the said Fred Orth and Marlene Miner, husband and wife, their heirs and assigns forever, as fully and completely as the said Dusty Rhodes as such County Auditor, acting as agent for the State of Ohio, by virtue of the statute made and provided for cases, might or should sell and convey the same.

I, Dusty Rhodes, County Auditor of Hamilton County, Ohio, acting as agent for the State of Ohio have hereunto set my hand this 24 day of JULY, 2012



Dusty Rhodes  
Dusty Rhodes  
County Auditor of Hamilton County, Ohio  
Acting as Agent for the State of Ohio

STATE OF OHIO, COUNTY OF HAMILTON, SS:

BE IT REMEMBERED, that on this 24 day of July, 2012 before me the subscriber, a Notary Public in and for the State of Ohio, personally came the above named Dusty Rhodes, as County Auditor of Hamilton County and agent for the State of Ohio, the Grantor in the foregoing Deed, and acknowledged the signing of the same to be his voluntary act and deed, as such County Auditor and agent for the State of Ohio, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Lawrence C. Baron  
Lawrence C. Baron, Attorney at Law  
Notary Public, State of Ohio  
My commission has no expiration date  
Section 147.03

Lawrence C. Baron  
Notary Public - State of Ohio

This instrument prepared by Lawrence C. Baron, Assistant Prosecuting Attorney, Hamilton County, Ohio

Approved as to Form:

Lawrence C. Baron

Lawrence C. Baron  
Assistant Prosecuting Attorney

12091 509

12892 01110

Transfer fee: 0.50  
Conveyance fee: 0.00  
Fee total: 0.50

Convey. number: 34409  
Deed number: 34728  
Instr. number: 05/12/2015  
Transfer date: Sec. 319.02, R.C.  
Sec. 322.02 R.C.  
Dundy Rhodes  
Hamilton County Auditor  
Sales amount: 0  
Permissive fee: 0.00

Wayne Coates  
Hamilton County Recorders Office  
Doc #: 15-0048202 Type: NCDE  
Filed: 05/12/15 11:30:17 AM \$0.00  
Off. Rec.: 12892 01110 F L31 3 279

1289201110-P

(ABOVE LINE FOR RECORDER'S USE ONLY)

**SHERIFF'S DEED**

Ohio Revised Code §§ 323.65-323.79

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Property (as hereinafter defined), having become and being delinquent for the non-payment of taxes, assessments, penalties, interest and/or costs and being abandoned land and/or vacant land as defined in Ohio Revised Code Section 323.65, was ordered to be transferred to HAMILTON COUNTY LAND REUTILIZATION CORPORATION without appraisal or public auction and without consideration pursuant to Ohio Revised Code Sections 323.65(K) and 323.78, as will fully appear by the records of the Hamilton County Board of Revision and Hamilton County Clerk of Courts in Case No. RF1400003;

NOW THEREFORE, JIM NEIL, SHERIFF OF HAMILTON COUNTY, OHIO, pursuant to the Adjudication of Foreclosure entered on September 4, 2014 in favor of Robert A. Goering, Treasurer of Hamilton County, Ohio for unpaid delinquent taxes, assessments, penalties, interest and/or costs, and the Confirmation and Order of Transfer entered on October 21, 2014, does hereby GRANT, SELL AND CONVEY unto HAMILTON COUNTY LAND REUTILIZATION CORPORATION, an Ohio non-profit corporation organized under Chapter 1724 of the Ohio Revised Code with an address of 3 East Fourth Street, Suite 300, Cincinnati, Ohio 45202 ("Transferee"), and its successors and assigns forever, all the rights, title and interest of the parties in Case No. RF1400003 pending before the Hamilton County Board of Revision, which case is captioned *Robert A. Goering, Treasurer of Hamilton County, Ohio v. Joan Chisley, et al.*, and all pleadings therein incorporated herein by reference, in and to the lands and tenements situated in the County of Hamilton and State of Ohio, known and described as follows ("Property");

**SEE EXHIBIT "A" ATTACHED HERETO  
AND MADE A PART HEREOF**

TO HAVE AND TO HOLD said Property, with all the privileges and appurtenances thereunto belonging, to said Transferee, its successors and assigns forever, as fully and



**EXHIBIT A  
LEGAL DESCRIPTION**

Situate in the City of Cincinnati, County of Hamilton and State of Ohio and being known as Lot No. 37. The North half of Lot No. 36 and the South half of Lot No. 38 of Solomon Harvey's Subdivision, formerly recorded in Deed Book 151 page 631, Hamilton County Recorder's Office. Said real estate fronting 50 feet on Chatham Street and extending back at right angles 120 feet to Lane Street. Together with and subject to easements, restrictions, conditions, and covenants of record and subject of all legal highways.

67-2-29 Mr. 33 62

5735831.1

**DESCRIPTION ACCEPTABLE  
HAMILTON COUNTY ENGINEER**  
Tax Map - 5/6/15 D  
TAGIS - \_\_\_\_\_



481708  
Gen. Ind. St. Sec. No.

To 28-C  
GENERAL WARRANTY DEED

D76235

S 184711/14/85

10.00 DE

KNOW ALL MEN BY THESE PRESENTS, That the WALNUT HILLS REDEVELOPMENT FOUNDATION, INC., an Ohio non-profit organization hereinafter referred to as "Grantor", for and in consideration of One (\$1.00) Dollar, and other good and valuable consideration, to it in hand paid by CINCINNATI METROPOLITAN HOUSING AUTHORITY, hereinafter referred to as "Grantee", whose tax mailing address is 16 West Central Parkway, Cincinnati, Ohio, 45210. The receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the said CINCINNATI METROPOLITAN HOUSING AUTHORITY, and to its successors and assigns forever, the following described real estate situated in the City of Cincinnati, County of Hamilton, and State of Ohio, to-wit:

*67-2-(33/34/35) ST J*  
*Coma*  
*REC'D*

**2529 Chatham Parcel X**

Situate in the City of Cincinnati, Hamilton County, Ohio, and being the north one-half (1/2) of lot thirty-eight (38) and all of lots thirty-nine (39) and forty (40) in Harvey's Subdivision of Walnut Hills, Cincinnati, Ohio, a plat of which is recorded in Book 151, Page 631 of the Records of Hamilton County, Ohio. Said lots together having a frontage of sixty-two and one half (62.50) feet on the west side of Chatham Street and extending westwardly one hundred twenty (120) feet to Stanton Avenue.  
Excepting six (6) inches by forty-eight (48) feet off the northwest corner of lot forty (40).

NOV 12 AM 11:44

Being the same property acquired by the Grantor in Deed Book 4241, Page 1716 of the Recorder's Office, Hamilton County, Ohio.

Subject to all covenants, restrictions, reservations, easements, conditions and rights appearing of record; and subject to any state of facts an accurate survey would show.

To have and to hold said premises, with appurtenances thereunto belonging, to the said Grantee and to the successors and assigns of said Grantee forever.

Recorded & Complied Sec. 215.202 R.C. Chapter 215  
in Accordance with Sec. 215.201 R.C.  
JOS. E. DE COURCY, JR., AUDITOR  
HAMILTON COUNTY, OHIO

1.25

And the said Grantor, and its successors, hereby covenants with the said Grantee, and its successors and assigns, that said premises are free and clear from all encumbrances whatsoever, EXCEPT restrictions, easements, rights, reservations, exceptions, limitations, agreements, covenants and conditions of records, and except any state of facts which would be disclosed by an accurate survey of the premises herein conveyed.

Said Grantor and its successors, hereby further covenant that said Grantor, and its successors, will FOREVER WARRANT AND DEFEND the same with the appurtenances thereunto belonging, unto said Grantee, and its successors and assigns against the lawful claims of all persons.

IN WITNESS WHEREOF, the undersigned on the <sup>11th</sup> ~~6th~~ day of <sup>November</sup> ~~October~~, 1985, has set his hand, for and on behalf of the Walnut Hills Redevelopment Foundation, Inc.

Signed, acknowledged and delivered in the presence of:

W. S. Simon  
Henry E. Woodford Jr.

WALNUT HILLS REDEVELOPMENT FOUNDATION, INC.

By:

Donald W. Lens  
Donald W. Lens,  
Executive Director

STATE OF OHIO :  
:ss.  
HAMILTON COUNTY :

BE IT REMEMBERED, That on this <sup>6th</sup> day of <sup>November</sup> ~~October~~, 1985, before me, the subscriber, a Notary Public, in and for said state, personally came Donald W. Lens, Executive Director, Walnut Hills Redevelopment, Inc., the Grantor in the foregoing Deed, and acknowledged the signing thereof to be his and its voluntary act and deed, pursuant to authority of its board of directors.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and ~~placed~~ <sup>placed</sup> my seal on ~~the~~ day and year aforesaid.

85 NOV 14 P 1 21

Henry E. Woodford Jr.  
HENRY E. WOODFORD JR.  
NOTARY PUBLIC - STATE OF OHIO  
COMM. HAS NO EXP. DATE

This instrument was prepared by Christine F. Chronis, Attorney at Law.

NOV 14 1985 PAGE 1351

3

Transfer Fee: 0.00  
Conveyance Fee: 0.00  
Fee Total: 0.00

Convey number: 311888  
Deed number: 314843  
Inst. number: 314843  
Transfer date: 03/28/2014  
Sec. 319.02, R.C.  
Sec. 322.02 R.C.  
Dusty Rhodes  
Hamilton County Auditor  
Sales amount: 0  
Permissive fee: 0.00

Wayne Coates  
Hamilton County Records Office  
Doc #: 14-0029494 Type: NCDE  
Filed: 03/28/14 02:34:17 PM \$0.00  
Off.Rec.: 12568 01548 F L31 3 327



8th Series Index:  
A/O: 067-0002-0027-00

Sale #

**HAMILTON COUNTY LAND REUTILIZATION CORPORATION AUDITOR'S DEED**

Rev. Code, Secs. 5721.09; 5723, .04, .05, .06, .07, .10, .12.

KNOW ALL MEN BY THESE PRESENTS: That whereas, the Real Estate hereinafter described having become and being delinquent for the nonpayment of taxes, assessments, penalties, interest and costs, was forfeited to the State of Ohio, as will fully appear by the records of the Court of Common Pleas, and of the County Auditor of Hamilton County, Ohio; Case No. A1203699; and

WHEREAS, pursuant to Ohio Revised Code 5723.04 (B), at the request of the Hamilton County Land Reutilization Corporation organized under Chapter 1724 of the Ohio Revised Code, the County Auditor shall promptly transfer to such corporation by Auditor's Deed the fee simple title to the following forfeited real property;

THEREUPON, the land is deemed sold to the Hamilton County Land Reutilization Corporation for no consideration pursuant to Ohio Revised Code 5723.04 (B). The County Auditor, acting as agent for the State of Ohio, then and there sold said real estate to the said Hamilton County Land Reutilization Corporation and thereupon gave said purchaser a Certificate of sale, as required by law, which Certificate of Sale has been produced and returned to the said County Auditor.

NOW, THEREFORE, I, Dusty Rhodes, as County Auditor of Hamilton County, Ohio, acting as agent for the State of Ohio, for no consideration pursuant to Ohio Revised Code 5723.04 (B) and the additional statutory fee BARGAIN, SELL AND CONVEY unto the said Hamilton County Land Reutilization Corporation, an Ohio non-profit, community improvement corporation organized pursuant to Ohio Revised Code Chapter 1724 and existing under the laws of the State of Ohio, whose address is 299 East 6th Street, Suite 2A, Cincinnati, Ohio 45202, its successors and assigns forever, the Real Estate sold as aforesaid and situated in the City of Cincinnati, County of Hamilton and State of Ohio, and bounded and described as follows:

DESCRIPTION ACCEPTABLE  
HAMILTON COUNTY ENGINEER

Tax Map - 2/5/14

CAGIS - \_\_\_\_\_

Plat Book 67, Page 2, Parcel 27

67-2-(27-28cons)

In the City of Cincinnati, County of Hamilton, and State of Ohio, to wit:

Beginning on the west side of Chatham Street at a point 204.62 feet north of McMillan Street; thence, north along the west line of Chatham Street 35.88 feet; thence, west 118.87 feet to the point in the east line of Stanton Avenue 240.47 feet north of McMillan Street; thence, south along Stanton Avenue 35.88 feet; thence, east parallel with McMillan Street 118.85 feet to the place of beginning, being part of Lots 35 and 36 of Solomon Harvey's Subdivision as recorded in Deed Book 161, page 632 of the Deed Records of Hamilton County, Ohio.

Prior Deed Book Reference: Official Record Book 3951, page 636  
Hamilton County, Ohio Deed Records

TO HAVE AND TO HOLD said premises, with all the privileges and appurtenances thereunto belonging, to the said Hamilton County Land Reutilization Corporation, an Ohio non-profit, community improvement corporation organized pursuant to Ohio Revised Code Chapter 1724 and existing under the laws of the State of Ohio, successors and assigns forever, as fully and completely as the said Dusty Rhodes as such County Auditor, acting as agent for the State of Ohio, by virtue of the statute made and provided for cases, might or should sell and convey the same.

I, Dusty Rhodes, County Auditor of Hamilton County, Ohio, acting as agent for the State of Ohio have hereunto set my hand this 7 day of February, 2014



Dusty Rhodes  
Dusty Rhodes  
County Auditor of Hamilton County, Ohio  
Acting as Agent for the State of Ohio

STATE OF OHIO, COUNTY OF HAMILTON, SS:

BE IT REMEMBERED, that on this 7 day of February, 2014, before me the subscriber, a Notary Public in and for the State of Ohio, personally came the above-named Dusty Rhodes, as County Auditor of Hamilton County and agent for the State of Ohio, the Grantor in the foregoing Deed, and acknowledged the signing of the same to be his voluntary act and deed, as such County Auditor and agent for the State of Ohio, for the uses and purposes therein mentioned.

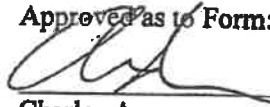
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

**SUSAN SILVER**  
ATTORNEY AT LAW  
NOTARY PUBLIC STATE OF OHIO  
MY COMMISSION HAS NO EXPIRATION DATE.  
SECTION 147.03 O.R.C.

  
\_\_\_\_\_  
Notary Public - State of Ohio

This instrument prepared by Charles Anness, Assistant Prosecuting Attorney, Hamilton County, Ohio.

Approved as to Form:

  
\_\_\_\_\_  
Charles Anness  
Assistant Prosecuting Attorney

HAMILTON COUNTY LAND REUTILIZATION CORPORATION, an Ohio non-profit by Hamilton County Land Reutilization Corporation Auditor's Deed recorded in/as OR Book 12568, Page 01545 and Document No. 14-0029493 (as to Parcel 1)

FREDERICK A. MOORE JR. by Quit Claim Deed recorded in/as OR Book 11535, Page 01901 and Document No. 10-0110861 (as to Parcel 2)

AGID PROPERTIES, LLC, an Ohio Limited Liability Company by General Warranty Deed recorded in/as OR Book 12409, Page 00953 and Document No. 13-0125263 (as to Parcel 3)

AGID PROPERTIES, LLC by Limited Warranty Deed recorded in/as OR Book 12503, Page 02473 and Document No. 14-0001340 (as to Parcel 4)

WALNUT HILLS REDEVELOPMENT FOUNDATION by Deed recorded in/as OR Book 12306, Page 01314 and Document No. 13-0059968 (as to Parcel 5)

CITY OF CINCINNATI, an Ohio municipal corporation by General Warranty Deed in/as OR Book 11525, Page 01839 and Document No. 10-0104558 (as to Parcel 6)

CITY OF CINCINNATI by General Warranty Deed in/as OR Book 11425, Page 01787 and Document No. 10-0050833 (as to Parcel 7)

HAMILTON COUNTY LAND REUTILIZATION CORPORATION, an Ohio non-profit corporation by Sheriff's Deed recorded in/as OR Book 12967, Page 01251 and Document No. 15-0085973 (as to Parcel 8)

FRED ORTH AND MARLENE MINER, Husband and Wife by Auditor's Deed recorded in/as OR Book 12091, Page 00508 and Document No. 12-0102408 (as to Parcel 9)

HAMILTON COUNTY LAND REUTILIZATION CORPORATION, an Ohio non-profit corporation by Sheriff's Deed recorded in/as OR Book 12892, Page 01110 and Document No. 15-0048202 (as to Parcel 10)

CINCINNATI METROPOLITAN HOUSING AUTHORITY by General Warranty Deed recorded in/as Deed Book 4326, Page 1350 (as to Parcel 11)

**HAMILTON COUNTY LAND REUTILIZATION CORPORATION, an Ohio non-profit by Hamilton County Land Reutilization Corporation Auditor's Deed recorded in/as OR Book 12568, Page 01548 and Document No. 14-0029494 (as to Parcel 12)**

Herbert A. Nagel  
Hamilton County Recorder's Office  
Doc # 17-0109836 Type DE  
Filed: 12/01/17 11:21:17 AM \$44.00  
Off. Rec.: 13555 01456 F 027 262



**GENERAL WARRANTY DEED**

AGID PROPERTIES, LLC, an Ohio Limited Liability Company, hereinafter referred to as Grantor(s), for valuable consideration, paid, grant(s), with general warranty covenants to, WAYNE ST HOLDINGS, LLC, an Ohio Limited Liability Company, whose tax-mailing address is 359 Resor Avenue, Cincinnati, OH 45220, the real property as more particularly described on the attached Exhibit "A".

Subject to easements and restrictions of record, and taxes and assessments, if any, due and payable for December, 2017, and thereafter.

Signed and acknowledged this 21<sup>st</sup> day of November, 2017, by Edward Horgan and Marc Gillofi, Members of AGID Properties, LLC, pursuant to the authority of its Board of Members.

**AGID PROPERTIES, LLC**

By: Edward Horgan, member  
Edward Horgan, Member

By: Marc Gillofi, member  
Marc Gillofi, Member

STATE OF OHIO, COUNTY OF HAMILTON, SS:

BE IT KNOWN, That on this 21<sup>st</sup> day of November, 2017, before me, the subscriber, a Notary Public in and for said County, personally appeared Edward Horgan and Marc Gillofi, Members of AGID Properties, LLC, in the foregoing Deed, known to me and whose identities were proven by satisfactory evidence, and acknowledge the signing thereof to be their voluntary act and deed pursuant to the authority of its Board of Members.

IN TESTIMONY THEREOF, I HAVE hereunto subscribed my name and affixed my seal on this day and year aforesaid.

Prepared by:  
John R. Meckstroth, Jr.  
Attorney at Law  
114 East Eighth Street  
Cincinnati, Ohio 45202

[Signature]  
Notary Public



JOHN R. MECKSTROTH, JR.  
Attorney at Law  
Notary Public, State of Ohio  
My Commission has no Expiration  
Date: Section 147.03 O.R.C.

County number: 157028  
Deed number: 17-438766  
Inst. number: 17-435079  
Transfer date: 11/27/2017  
SAL: 319.000 R.L.  
SAC: 322.00 R.L.  
County Treasurer  
Hamilton County Auditor  
Sales amount: 2.50  
GIS - Transfer Fee: 2.50  
Fee date:



EXHIBIT "A"

Parcel One 719 Wayne Street Parcel #68-3-(61-63) cons. *Sw*

All that lot of land situated in the City of Cincinnati, Hamilton County, State of Ohio, being Lot number One Hundred and Forty-six (146) on the plat of Stephen Kemper's Subdivision, as the same is recorded in Plat Book 1, page 16 of the said County records; said lot is 25 feet in front on the east side of Kenton Street, with a depth of one hundred (100) feet along the south side of Wayne Street. *63*

ALSO:

Situated in the City of Cincinnati, Hamilton County, Ohio and being all of Lot No. 144 on Plat of Kemper's Subdivision as the same is recorded in Plat Book 1, Pages 12 to 15 of the Hamilton County, Ohio Records. Said lot is 25 feet in front on the east side of Kenton Street with a depth of 100 feet and lies 25 feet south of Wayne Street. *62*

ALSO:

Situated in the City of Cincinnati, Hamilton County, Ohio and known as Lot No. 142 of Kemper's Subdivision as recorded in Plat Book 1, Pages 12 to 15 of the Hamilton County, Ohio Records. Said lot fronts 25 feet on the east side of Kenton Street by 100 feet deep. *61*

Prior Deed Reference: Official Record 12273, Page 2502

Parcel Two 2361 Concord Street Parcel #68-3-52 *Sw*

Situated in Walnut Hills, in the City of Cincinnati, County of Hamilton and State of Ohio, known as Lot No. 125 on the plat of Subdivision made by the devisees of Stephen Kemper, deceased, as shown in Plat Book 1, pages 12 through 15, inclusive, of the Hamilton County, Ohio, Records.

Prior Deed Reference: Official Record 12335, Page 3008

Parcel Three 717 E. McMillan Street Parcel #68-2-363 *Sw*

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

Situate in the City of Cincinnati, Hamilton County, Ohio being all Lot No. 167 of the Stephen Kemper Subdivision as recorded in Plat Book 1, Page 12 of the Hamilton County, Ohio Plat Records. Said lot fronting 25 feet on the South side of McMillan Street and having a depth of 107 feet, being the same width in rear as in front.

Prior Deed Reference: Official Record 12534, Page 1323

DESCRIPTION ACCEPTABLE  
HAMILTON COUNTY ENGINEER

Tax Map: *Urban A*

Plan: \_\_\_\_\_

Parcel Four 2508-2514 Hemlock Street Parcel #70-2-1596160

**TRACT I:**

Situated in Section 8, Township 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, Ohio, and being part of Lot 3 of E.A. Collville's Subdivision, recorded in Plat Book 2, Page 91 of the Hamilton County Recorder's Office, and being more particularly described as follows:

Beginning at a point in the easterly right-of-way of Hemlock Street, North 00° 30' 00" East, 90.00 feet from the northerly right-of-way of East McMillan Street, said point being the northwesterly corner of Schuyler J. Smith, Tr. (OR 9976, Pg. 3055), thence northeasterly with the easterly line of Hemlock Street, North 00° 30' 00" East, 43.10 feet;

159

Thence southeasterly leaving Hemlock Street and with a new division line, South 89° 30' 00" East, 50.00 feet to a set 5/8" iron pin and cap in the westerly line of Lot 2, owned by Walnut Hills Redevelopment Foundation, Inc. (OR 6362, PG. 245);

Thence southwesterly with the westerly line of Lot 2, South 00° 30' 00" West, 43.10 feet to a set 5/8" iron pin and cap at the northeasterly corner of Schuyler J. Smith, Tr.,

70-2-159  
4/1

Thence northwesterly with Smith's north line, North 89° 30' 00" West, 50.00 feet to the point of beginning, containing 0.0495 acres of land, more or less.

Being a part of the land described in Official Record 7235, Page 1717, as recorded in Hamilton County, Ohio records.

Subject to all legal rights-of-way, easements, covenants, and restrictions of record and or existence.

Being the result of a survey, dated March 5<sup>th</sup>, 2008, made by Eric M. Arnold P.S., Ohio Reg. No. 8276, of Parcel Number 70-2-63 of the Hamilton County Ohio Tax Maps. Bearings for the description are based on Plat Book 2, Page 91.

**TRACT II:**

Situated in Section 8, Township 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, Ohio, and being part of Lot 3 and Lot 4 of E.A. Collville's Subdivision, recorded in Plat Book 2, Page 91 of the Hamilton County Recorder's Office, and being more

70-2-160  
4/1

160

DESCRIPTION ACCEPTABLE  
HAMILTON COUNTY ENGINEER

Tax Map - 11/2/08

CAGIS - \_\_\_\_\_

DESCRIPTION ACCEPTABLE  
HAMILTON COUNTY ENGINEERTax Map - 1122670

CAGIS - \_\_\_\_\_

particularly described as follows:

Beginning at a point in the easterly right-of-way of Hemlock Street North 00° 30' 00" East, 133.10 feet from the northerly right-of-way of East McMillan Street, thence northeasterly with the easterly line of Hemlock Street, North 00° 30' 00" East, 40.99 feet;

Thence southeasterly leaving Hemlock Street and with a new division line, South 89° 30' 00" East, 50.00 feet to a set 5/8" iron pin and cap;

Thence southwesterly with a new division line for 9.09 feet, and also with the westerly line of Lot 2, owned by Walnut Hills Redevelopment Foundation Inc. (OR. 6362, PG. 245), South 00° 30' 00" West, a total distance of 40.99 feet to a set 5/8" iron pin and cap;

Thence North 89° 30' 00" West, 50.00 feet to the point of beginning, containing 0.0471 acres of land, more or less.

Prior Deed Reference: Official Record 12233, Page 2058

Parcel Five 2516-2518 Hemlock Street Parcel #70-2-63 *EW*

Situated in Section 8, Township 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, Ohio, and being part of Lot 4 of E.A. Colville's Subdivision, recorded in Plat Book 2, Page 91 of the Hamilton County Recorder's Office, and being more particularly described as follows:

Beginning at a point in the easterly right-of-way of Hemlock Street, North 00° 30' 00" East, 174.09 feet from the northerly right-of-way of East McMillan Street, thence northeasterly with the easterly line of Hemlock Street, North 00° 30' 00" East, 40.91 feet to the northwesterly corner of Lot 4, also a corner of Richard and Karen Hordinski (OR 10283, PG. 1169);

thence southeasterly with the north line of Lot 4 and Hordinski's south line, South 89° 30' 00" East, 135.00 feet to a set 5/8" iron pin and cap at the northeasterly corner of Lot 4, said corner being in the westerly line of Joseph Wiggins (OR. 7221, PG. 633);

thence southwesterly with the east line of Lot 4 and the westerly line of Joseph Wiggins and also Roberto Ramirez Tr. (OR 9036, PG. 1215), South 00° 30' 00" West, 50.00 feet to the southeasterly corner of Lot 4, said corner being North 0.10 feet and West 0.68 feet from an existing iron pin and cap, and also being the northeasterly corner of Lot 1;

thence northwesterly with the north line of Lot 1 and Lot 2, owned by Walnut Hills Redevelopment Foundation Inc. (OR. 6362, PG. 245), North 89° 30' 00" West, 85.00 feet to the northwesterly corner of Lot 2, said corner being North 0.02 feet and West 0.19 feet from an existing iron pin and cap;

thence northeasterly with a new division line, North 00° 30' 00" East, 9.09 feet to a set 5/8" iron pin and cap;

thence northwesterly with a new division line, North 89° 30' 00" West, 50.00 feet to the point of beginning, containing 0.1445 acres of land, more or less.

Prior Deed Reference: Official Record 12503, Page 2473 *EW*

Parcel Six 2520 Hemlock Street Parcel #70-2-97 *EW*

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

Fronting 25 feet on the East side of Spring Street (now Hemlock) and running back between parallel lines 135 feet, and lying 215 feet North of McMillan Street, and being known and designated as the South one-half of Lot 5 in E. A. Colville's Plat of Subdivision, and numbered as 2520 Hemlock Street, Cincinnati, Ohio.

Prior Deed Reference: Official Record 12409, Page 953

*LEGAL*  
→

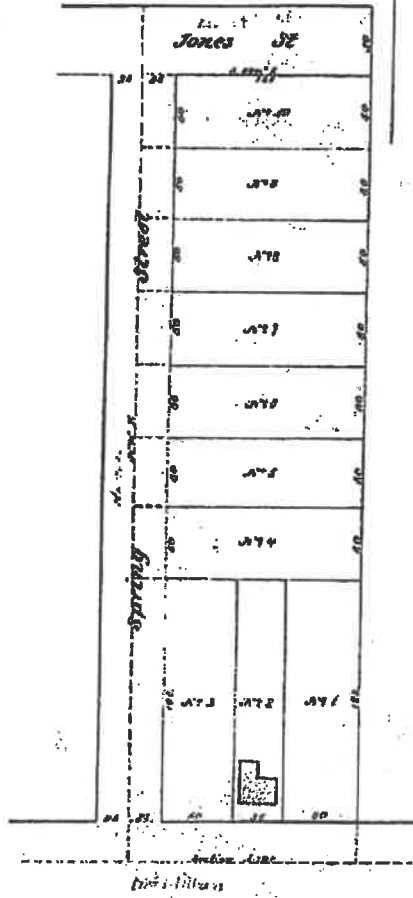
# E. A. Colville's Plat

Sec. 8, T. 3, F. R. R. 2.

Witnessed } May 24 1860

SCALE 80 FT PER INCH

J. S. Keuper  
Surveyor



We hereby adopt this as a correct plat of the Subdivision of Lot 22 1/2 of the division of the Davis Estate as the same is recorded in Book No. — Page — of the Hamilton County Records.

Cincinnati May 24 1860

Charles E. Colville  
by Samuel Davis, Atty in fact (C)  
Elvira Ann Colville  
by Samuel Davis, Atty in fact (C)

State of Ohio }  
Hamilton County } s.s.

Before me the undersigned a Notary Public within and for said County, came Charles E. Colville by Samuel Davis his Atty in fact, and Elvira Ann Colville, by Samuel Davis her Atty in fact, and acknowledged the signing and sealing of the above to be their voluntary act and deed for the uses and purposes therein named.

Witness my hand and seal at Cincinnati this 24 day of May 1860



Jed. C. Jones  
Notary Public



**CHILD SUPPORT  
ENFORCEMENT AGENCY  
LIEN ON REAL ESTATE/PERSONAL PROPERTY**

**OBLIGOR:**

Ricky Moore

**OBLIGEE:**

Hamilton County  
Child Support Enforcement Agency

Rebecca Frem Gropp  
Hamilton County Recorders Office  
Doc # : 11/08/17 Type: NCCS  
Filed: 12/11/08 10:04:19 AM \$0.00  
Off.Rec.: 11017 01243 F H5 1 265



County Recorder Stamp

On 7/31/2003 a final and enforceable determination of default was declared pursuant to Ohio Revised Code Section 3121.035 by the above named Hamilton County Child Support Enforcement Agency, herein referred to as obligee, against the above-named obligor, whose date of birth is: 11/23/1956, and whose last known address is: 6628 Cambridge Avenue, Cincinnati, OH 45227 in Case Number 7008516713/P92-3894Z.

As of 12/08/2008, obligor has a child support arrearage in the amount \$53,820.85. Prospect amounts of child support paid, not paid when due, are judgments and accrue to the lien amount. This lien attaches to all real/personal property of the above-mentioned Obligor which is located or existing within the County of Hamilton, State of Ohio.

Ohio Revised Code Sections 3123.66 through 3123.78 governs all aspects of this lien, including its priority and enforcement. The lien remains in effect until released by the Hamilton County Child Support Enforcement Agency.

As an authorized agent of an agency responsible for implementing the child support enforcement program set forth in title IV, part D, of the federal Social Security Act (42 USC 641, et seq. ), the undersigned has authority provided by Ohio Revised Code Section 2301.43 to file this child support lien in any county in the State of Ohio. For additional information regarding this lien, including the pay off amount, please contact the authorized agency and reference its case number, both listed above.

Hamilton County Child Support Enforcement Agency  
222 East Central Parkway  
Cincinnati, Ohio 45202

EXECUTED BY:

(Authorized Agent)

DATE:

12/10/08  
(Signed)

11017 1243



**TRACY WINKLER  
HAMILTON COUNTY CLERK OF COURTS**

**COMMON PLEAS DIVISION**

**ELECTRONICALLY FILED  
June 28, 2013 08:44 AM**

**TRACY WINKLER  
Clerk of Courts  
Hamilton County, Ohio  
CONFIRMATION 261283**

**ROBERT A GOERING  
TREASURER HAMILTON  
COUNTY OHIO**

**A 1304629**

**vs.  
FREDERICK A MOORE JR**

**FILING TYPE: INITIAL FILING (FORECLOSURE-IN COUNTY)**

**PAGES FILED: 4**

**EPF200**



**VERIFY RECORD**

IN THE COURT OF COMMON PLEAS  
HAMILTON COUNTY, OHIO

ROBERT A. GOERING, TREASURER : CASE NO.  
HAMILTON COUNTY, OHIO :  
 : COMPLAINT  
Plaintiff :  
 :  
vs. :  
 :  
FREDERICK A. MOORE, JR. :  
461 Highland Avenue :  
Warren, Ohio 44485 :  
 :  
JANE DOE, unknown spouse, :  
of Frederick A. Moore, Jr. :  
461 Highland Avenue :  
Warren, Ohio 44485 :  
 :  
THE UNKNOWN SURVIVOR OF :  
FREDERICK A. MOORE, JR. :  
Upon His Death :  
Address Unknown :  
 :  
UNITED STATES OF AMERICA :  
c/o U.S. Attorney :  
221 E. Fourth Street :  
Suite 400 :  
Cincinnati, Ohio 45202 :  
 :  
UNITED STATES OF AMERICA :  
c/o Attorney General of :  
The United States :  
Washington, D.C. 20530 :  
 :  
DUGGAN FINANCIAL INC. :  
c/o John B. Duggan II. :  
its statutory agent :  
11258 Cornell Park Drive :  
Suite 600 :  
Cincinnati, Ohio 45242-1833 :  
 :  
PAB FINANCIAL :  
7616 Windy Knoll Drive :  
Cincinnati, Ohio 45241 :  
 :  
AFFORDABLE AMERICAN :  
HOMES LLC. :  
c/o Amadeep Mukkar, its statutory agent :  
P.O. Box 892 :  
Dublin, Ohio 43017 :  
 :  
Defendant



1. Now comes the Plaintiff and states that he is the duly appointed, qualified and acting County Treasurer of Hamilton County, Ohio.

2. Plaintiff states that the parcel[s] of land have been certified as delinquent and filed with the Prosecuting Attorney as required by law, and that the sum of Three Thousand Seven Hundred Ninety and 25/100 Dollars (\$3,790.25) together with the accrued taxes, assessments, penalties and interest, payable subsequent to certification, including title examination fee and court costs, are due and unpaid, and are a first and prior lien against the property.

3. Defendant, Frederick A. Moore Jr., currently holds title to said real property by virtue of a deed recorded on September 21, 2010 at Official Record Book 11535, page 1901 of the deed records of Hamilton County, Ohio. A copy of the legal description is attached hereto and marked Exhibit "A".

4. The Plaintiff states that said land[s] are situated in Hamilton County and are described as follows:

**Parcel One**

Plat Book 70, page 2, parcel 75

Street Address: 2517 Stanton Avenue

Property Description: 70 2 75  
2517 STANTON AVE  
25 X 155  
PT LOT 14 P H KEMPERS SUB

**Parcel Two**

Plat Book 70, page 2, parcel 76

Street Address: 2519 Stanton Avenue

Property Description: 70 2 76  
2519 STANTON AVE  
30 X 155  
PT LOT 15 P H KEMPERS SUB

5. Plaintiff further states that the following named Defendant have or claim to have some interest in or lien upon said premises, to wit:

Duggan Financial Inc. claims an interest in the herein described real estate by virtue of a Mortgage from Richard D. Blankenbuehler and Linda M. Blankenbuehler dated April 10, 1995, in the amount of \$50,000.00, and recorded in Official Record Book 6728, page 1872, Hamilton County, Ohio Records.

The Unknown Survivor of Frederick A. Moore, Jr., upon his death, a named Defendant herein may have an interest in the real property which is the subject of this tax foreclosure suit by virtue of a life estate as stated in Official Record Book 11535, page 1901, Hamilton County, Ohio Records.

PAB Financial, a named Defendant herein, a named Defendant herein may have an interest in the real property which is the subject of this tax foreclosure suit by virtue of a Mortgage recorded at Official Record Book 6914, page 953, Hamilton County, Ohio Records.

Affordable American Homes, LLC., a named Defendant herein, may have an interest in the real property which is the subject of this tax foreclosure suit by virtue of a deed to Frederick A. Moore, Jr. recorded at Official Record Book 11535, page 1901, Hamilton County, Ohio Records.

United States of America, United States Attorney's Office for the Western District of Kentucky, named Defendants herein may have an interest in the real property which is the subject of this tax foreclosure suit by virtue of a lien or fine and/or restitution imposed pursuant to the Anti-Terrorism Act of 1996, against Fred Moore, Social Security # xxx-xx-1150, in the amount of \$500.00, Court Number 3:04CR-00028-001-S recorded March 10, 2006 at Official Record Book 10187, page 1408, Hamilton County, Ohio Recorder's Office.

but Plaintiff, not being fully advised as to the extent, if any, of such liens or claims, says that the same, if any, are inferior and subject to the lien of your petitioner, and prays that said defendants be required to set forth their liens or claims, or be forever barred from asserting same against the within described premises.

WHEREFORE, this Plaintiff prays that he be found to have a good and valid first lien on the within described premises, in the sum of Three Thousand Seven Hundred Ninety and 25/100 Dollars (\$3,790.25) and accrued taxes, assessments, penalties and interest payable subsequent to certification, including title examination fee and court costs; that each of the Defendant(s) be required to answer, setting up their interest, if any, in said premises or be forever barred from asserting same; that unless the amount found due this Plaintiff be paid within a reasonable time to be named by the Court, the equity of redemption shall be foreclosed and an order of sale issued to the Sheriff directing him to sell said premises as upon execution, as provided by law; and for such other and further relief as in law and equity this petitioner may be entitled.

JOSEPH T. DETERS  
PROSECUTING ATTORNEY  
HAMILTON COUNTY, OHIO



Lawrence C. Baron, 0022153P  
Assistant Prosecuting Attorney  
Hamilton County  
230 East Ninth Street, Suite 4000  
Cincinnati, OH 45202  
(513) 946-3003  
Fax: (513) 946-3010  
Larry.Baron@hepros.org  
ATTORNEYS FOR PLAINTIFF

# Exhibit A

## EXHIBIT A LEGAL DESCRIPTION

ST  
/00

File No. N05-35735-COL

Parcel No. SEE EXHIBIT A

Situated in the City of Cincinnati, County of Hamilton, State of Ohio and described as follows:

**PARCEL I:**

BEING THE NORTH 25 FEET OF LOT NO. 14 OF PETER H. KEMPER'S SUBDIVISION OF COTTAGE FARM, AS RECORDED IN WILL BOOK 14, PAGE 460 OF THE PROBATE COURT RECORDS OF HAMILTON COUNTY, OHIO, SAID PROPERTY FRONTS 25 FEET ON THE WEST SIDE OF STANTON AVENUE, 225 FEET NORTH OF THE CENTERLINE OF MCMILLAN STREET, AND EXTENDS WESTWARDLY BETWEEN PARALLEL LINES 155 FEET.

→ Parcel 75

**PARCEL II:**

SITUATE IN THE CITY OF CINCINNATI, COUNTY OF HAMILTON, STATE OF OHIO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN LOT OR PARCEL OF LAND BEGINNING AT A POINT ON THE EAST LINE OF P.H. KEMPER'S COTTAGE FARM SUBDIVISION, SAID POINT BEING THE INTERSECTION OF THE SOUTH LINE OF LOT 15 OF SAID SUBDIVISION AND THE WEST LINE OF STANTON AVENUE; THENCE NORTH ALONG SAID WEST LINE OF STANTON AVENUE 30 FEET; THENCE EXTENDING BACK WESTWARDLY THE SAME WIDTH, PARALLEL WITH SAID SOUTH LINE OF LOT 15, 155 FEET TO THE DAVIES LOT; BEING THE SOUTHERLY 30 FEET OF LOT 15 AS SHOWN ON A PLAT OF SAID COTTAGE FARM SUBDIVISION MADE BY PETER H. KEMPER AND ACCEPTED BY HIM AS A PART OF HIS LAST WILL AND TESTAMENT AS SAID PLAT IS RECORDED IN WILL BOOK 14, PAGE 460, OF THE WILL RECORDS OF THE PROBATE COURT OF HAMILTON COUNTY, OHIO.

→ Parcel 76

Parcel Nos.: 070-0002-0075-00 & 070-0002-0076-00

DESCRIPTION ACCEPTABLE  
HAMILTON COUNTY ENGINEER  
Tax Map - 11-30-09 10  
CAGIS -

PREPARED BY: THE O'BRIEN LAW FIRM, LPA.,  
LAKEBIDE TITLE AND ESCROW AGENCY, INC.  
6200 OAK TREE BLVD., SUITE 200  
INDEPENDENCE, OHIO 44131  
216-771-1272

11300 - 552

**FOR COURT USE ONLY**

S.C. 12  
Date: \_\_\_\_\_

**ROBERT A. GOERING** TREASURER  
HAMILTON COUNTY, OHIO

**IN THE COURT OF COMMON PLEAS  
HAMILTON COUNTY, OHIO**

**COURT OF COMMON PLEAS**  
ENTER

*Beth Myers*  
**HON. BETH A. MYERS**

THE CLERK SHALL SERVE NOTICE  
TO PARTIES PURSUANT TO CIVIL  
RULE 58 WHICH SHALL BE TAXED  
AS COSTS HEREIN.

ROBERT A. GOERING TREASURER : CASE NO. A1304629  
HAMILTON COUNTY, OHIO

Plaintiff

:(Judge Myers)

vs.

FREDERICK A. MOORE, JR., ET AL

Defendant

**JUDGMENT ENTRY AND  
DECREE FOR SALE**

**ENTERED**  
JAN 02 2014



D104770568

The herein cause of action as set forth in the Complaint was submitted to the Court on the pleadings and the evidence, and on consideration thereof, the Court finds in its Decision that all defendants herein have been legally served with process, and have been duly notified of the pendency and prayer of the Complaint as prescribed by law, and that the equities of the case are with the plaintiff, and that there is due the plaintiff the following sums as taxes and assessments against the premises described in the Complaint herein:

**TAXES: \$ 4,229.00**

**TAX DUPLICATE DESCRIPTION:**

**DESCRIPTION: 70 2 75  
2517 STANTON AVE  
25 155  
PT LOT 14 P H KEMPERS SUB**

**70 2 76  
2519 STANTON AVE  
30 X 155  
PT LOT 15 P H KEMPERS SUB**

and that the said sums are the first and best liens against the premises therein described.

Accordingly, judgment is awarded for the taxes and other charges heretofore found due, in the sums hereinbefore stated, plus the sum of \$125.00 for preliminary foreclosure title report, and for all other necessary and proper costs

IT IS, THEREFORE, ORDERED AND DECREED that unless the defendants shall within ten days of the entry of this Decree pay or cause to be paid to the Clerk of this Court, the costs in this cause incurred in the herein cause of action, including the sum of \$125.00 foreclosure title examination and to the plaintiff the sums so found due him as aforesaid,




VERIFY RECORD

their equity of redemption be foreclosed; that the premises be sold, that an order of sale issue to the Sheriff of Hamilton County, Ohio, directing him to advertise and sell said premises for the amount of the delinquent taxes and assessments as of the day of sale and court costs, as upon execution and without appraisal, and report his proceedings to this Court for further orders.

The advertisement of the sale of the premises described in the foregoing cause of action shall be in a newspaper of general circulation in Hamilton County, Ohio.

All other questions are reserved for the further consideration of the Court.

  
\_\_\_\_\_  
Lawrence C. Baron, 0022153P  
Assistant Prosecuting Attorney  
Hamilton County, Ohio  
ATTORNEY FOR PLAINTIFF

  
\_\_\_\_\_  
Beth A. Myers  
Judge, Court of Common Pleas

**ENTER**

JAN 02 2014

HON BETH A. MYERS

**MAGISTRATE**

DEC 30 2013

**HAS SEEN**

IN THE COURT OF COMMON PLEAS  
HAMILTON COUNTY, OHIO

ROBERT A. GOERING, TREASURER : CASE NO. A1304629  
HAMILTON COUNTY, OHIO :  
Plaintiff : (Judge Myers)  
vs. :  
FREDERICK A. MOORE, JR., ET AL : MOTION FOR DEFAULT  
Defendant : JUDGMENT

Plaintiff respectfully requests the Court for Default Judgment against Frederick A. Moore, Jr. (certified mail 7-15-2013) and Jane Doe, unknown spouse, of Fredrick A. Moore, Jr. (certified mail 7-15-2013), the Defendant as prayed for in the complaint filed herein; said Defendant being in default for answer, more than 28 days having elapsed since perfecting service as to the said complaint. Plaintiff is entitled to a judgment by default as provided in Civ. R. 55(A).

The following defendants have filed answers to protect their interest in this matter: United States of America, Internal Revenue Service (certified mail 7-8-2013).

The following defendants have failed to file an Answer to protect their interest in this matter: The Unknown Survivor of Frederick A. Moore, Jr. (publication 10-7, 10-14 & 10-21-2013), Duggan Financial Inc. (publication 10-7, 10-14 & 10-21-2013), PAB Financial (certified mail 7-8-2013), Affordable American Homes LLC. (publication 10-7, 10-14 & 10-21-2013).

Respectfully submitted,

JOSEPH T. DETERS  
PROSECUTING ATTORNEY  
HAMILTON COUNTY, OHIO  
/s/ Lawrence C. Baron  
Lawrence C. Baron, 0022153P  
Assistant Prosecuting Attorney  
Hamilton County, Ohio  
TRIAL ATTORNEY  
230 East Ninth Street, Suite 4000  
Cincinnati, Ohio 45202  
946-3003

CERTIFICATE OF SERVICE

I hereby certify that a copy of the Motion has been served upon all parties or their counsel by ordinary U.S. mail on this 21 day of December, 2013.

/s/ Lawrence C. Baron  
Lawrence C. Baron, 0022153P  
Assistant Prosecuting Attorney  
Hamilton County, Ohio

IN THE COURT OF COMMON PLEAS  
HAMILTON COUNTY, OHIO

ROBERT A. GOERING, TREASURER : CASE NO. A1304629  
HAMILTON COUNTY, OHIO

Plaintiff

: (Judge Myers)

vs.

: AFFIDAVIT IN SUPPORT OF  
: PLAINTIFF'S MOTION FOR  
: DEFAULT JUDGMENT

FREDERICK A. MOORE, JR., ET AL


Defendant

STATE OF OHIO } ss:  
COUNTY OF HAMILTON }

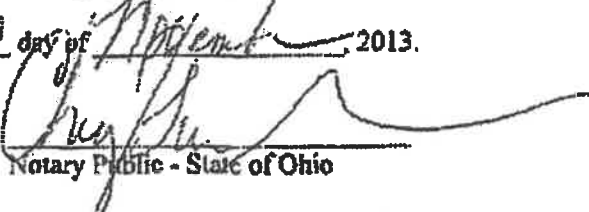
Regina Jackson, being first duly cautioned and sworn, deposes and states of her own personal knowledge:

That I am the Supervisor of the Delinquent Real Estate Tax Department for the Auditor of Hamilton County, Ohio which maintains and has care, custody and control of all delinquent real estate tax records in Hamilton County, Ohio and that the total amount of Delinquent Real Estate Taxes due on the parcels contained in the Complaint is \$ 4229.00 and is a true, fair and accurate calculation of the amount due and owing at this time.

Further, affiant sayeth naught.

  
Regina Jackson, Supervisor

Sworn to and subscribed before me this 20 day of November, 2013.

  
Notary Public - State of Ohio

070-0002-0075  
070-0002-0076



Cheryl Lynn Galtman  
Notary Public, State of Ohio  
My Commission Expires 10-14-2014

IN THE COURT OF COMMON PLEAS  
HAMILTON COUNTY, OHIO

ROBERT A. GOERING, TREASURER : CASE NO. A1304629  
HAMILTON COUNTY, OHIO :  
Plaintiff : (Judge Myers)  
vs. : MILITARY AFFIDAVIT  
FREDERICK A. MOORE, JR., ET AL :  
Defendant :

STATE OF OHIO } ss:  
COUNTY OF HAMILTON }

The undersigned attorney for the Plaintiff, pursuant to the Service Members' Civil Relief Act of 2003, states that the Plaintiff is unable to determine whether or not any defendant in this action is in the military service.

*usm*



Sworn to and subscribed before me this 22<sup>nd</sup> day of Nov., 2013.

Martha D. Corman  
Notary Public - State of Ohio

MARTHA D. CORMAN  
Notary Public, State of Ohio  
My Commission Expires 01-03-18



COURT OF COMMON PLEAS  
ENTER  
*Beth A. Myers*  
HON. BETH A. MYERS  
THE CLERK SHALL SERVE NOTICE  
TO PARTIES PURSUANT TO CIVIL  
RULE 58 WHICH SHALL BE TAXED  
AS COSTS HEREIN.

ENTERED  
OCT 09 2014



RESERVED FOR RECORDER AND AUDITOR

IN THE COURT OF COMMON PLEAS  
HAMILTON COUNTY, OHIO

ROBERT A. GOERING, TREASURER : CASE NO. A1304629.  
HAMILTON COUNTY, OHIO

Plaintiff

: Judge MYERS

vs.

FREDERICK A MOORE, JR., ET AL.

: ENTRY OF FORFEITURE TO  
: HAMILTON COUNTY LAND  
: REUTILIZATION CORPORATION

Defendants

The property which is the subject of this action, to wit:

Plat Book 70 Page 2 Parcel 75

Address: 2517 Stanton Ave

Legal Description: 25 X 155 PT LOT 14 P H KEMPERS SUB

Plat Book 70 Page 2 Parcel 76

Address: 2519 Stanton Ave

Legal Description: 30 X 155 PT LOT 15 P H KEMPERS SUB

(Full legal description attached as Exhibit A)

having been twice offered for sale and unsold for want of bidders, and the Hamilton County Land Reutilization Corporation having filed its petition pursuant to R.C. 5723.01(A)(3) for forfeiture to it; (attached as Exhibit B)

It is therefore ordered that the following described property be forfeited to:



VERIFY RECORD

Hamilton County Land Reutilization Corporation  
3 E. 4<sup>th</sup> Street, Suite 300  
Cincinnati, Ohio 45202

It is further ordered that a certified copy of this order be transmitted to the Auditor of Hamilton County, Ohio for the Auditor to transfer title on its records to the above named, Hamilton County Land Reutilization Corporation.



Lawrence C. Baron, 0022153P  
Assistant Prosecuting Attorney  
Hamilton County, Ohio  
ATTORNEY FOR PLAINTIFF



Judge Myers  
Court of Common Pleas

**ENTER**  
OCT 03 2014

HON BETH A. MYERS

**MAGISTRATE**

OCT 02 2014

**HAS SEEN**

**EXHIBIT A  
LEGAL DESCRIPTION**

**PARCEL I**

**Address: 2517 STANTON AVE  
Parcel ID: 070-0002-0075-00**

**Situated in the City of Cincinnati, County of Hamilton, State of Ohio and described as follows:**

**Being the north 25 feet of Lot No. 14 of Peter H. Kemper's Subdivision of Cottage Farm, as recorded in Will Book 14, Page 460 of the Probate Court Records of Hamilton County, Ohio, said property fronts 25 feet on the west side of Stanton Avenue, 225 feet north of the centerline of McMillan Street, and extends westwardly between parallel lines 155 feet.**

**Prior Instrument Reference: Official Record Book 11535, Page 1901  
Hamilton County, Ohio Records**

**AND**

**PARCEL II**

**Address: 2519 STANTON AVE  
Parcel ID: 070-0002-0076-00**

**Situated in the City of Cincinnati, County of Hamilton, State of Ohio, and more particularly described as follows:**

**All that certain lot or parcel of land beginning at a point on the east line of P.H. Kemper's Cottage Farm Subdivision, said point being the intersection of the South line of Lot 15 of said subdivision and the west line of Stanton Avenue; thence north along said west line of Stanton Avenue 30 feet; thence extending back westwardly the same width, parallel with said south line of Lot 15, 155 feet to the Davies lot; being the southerly 30 feet of Lot 15 as shown on a plat of said Cottage Farm Subdivision made by Peter H. Kemper and accepted by him as part of his last will and testament as said plat is recorded in Will Book 14, Page 460, of the Will Records of the Probate Court of Hamilton County, Ohio.**

**Prior Instrument Reference: Official Record Book 11535, Page 1901  
Hamilton County, Ohio Records**

Herbert A. Madel  
Hamilton County Recorder's Office  
Doc # 17-0109836 Type: DE  
Filed: 12/01/17 11:31:17 AM \$44.00  
Off. Rec. # 13555 01456 F R27 262



**GENERAL WARRANTY DEED**

AGID PROPERTIES, LLC, an Ohio Limited Liability Company, hereinafter referred to as Grantor(s), for valuable consideration, paid, grant(s), with general warranty covenants to, WAYNE ST HOLDINGS, LLC, an Ohio Limited Liability Company, whose tax-mailing address is 359 Resor Avenue, Cincinnati, OH 45220, the real property as more particularly described on the attached Exhibit 'A'.

Subject to easements and restrictions of record, and taxes and assessments, if any, due and payable for December, 2017, and thereafter.

Signed and acknowledged this 21<sup>st</sup> day of November, 2017, by Edward Horgan and Marc Gilloll, Members of AGID Properties, LLC, pursuant to the authority of its Board of Members.

AGID PROPERTIES, LLC

By: Edward Horgan, member  
Edward Horgan, Member

By: Marc Gilloll, member  
Marc Gilloll, Member

STATE OF OHIO, COUNTY OF HAMILTON, SS:

BE IT KNOWN, That on this 21<sup>st</sup> day of November, 2017, before me, the subscriber, a Notary Public in and for said County, personally appeared Edward Horgan and Marc Gilloll, Members of AGID Properties, LLC, in the foregoing Deed, known to me and whose identities were proven by satisfactory evidence, and acknowledge the signing thereof to be their voluntary act and deed pursuant to the authority of its Board of Members.

IN TESTIMONY THEREOF, I HAVE hereunto subscribed my name and affixed my seal on this day and year aforesaid.

[Signature]  
Notary Public

Prepared by:  
John R. Meckstroth, Jr.  
Attorney at Law  
114 East Eighth Street  
Cincinnati, Ohio 45202



JOHN R. MECKSTROTH, JR.  
Attorney at Law  
Notary Public, State of Ohio  
My Commission Has No Expiration  
Date: Section 147.03 O.R.C.

County number: 187508  
Deed number: 17-432156  
Doc. number: 17-AS2019  
Transfer date: 11/27/2017  
SAL: 319,808 R.L.C.  
Sec. 392.02 R.C.  
County number:  
Hamilton County number:  
SARE amount:  
003 - Transfer Fee 1.50  
Fee date: 1.50

EXHIBIT "A"

Parcel One 719 Wayne Street Parcel #68-3-(61-63) cons. *SW*

All that lot of land situated in the City of Cincinnati, Hamilton County, State of Ohio, being Lot number One Hundred and Forty-six (146) on the plat of Stephen Kemper's Subdivision, as the same is recorded in Plat Book 1, page 15 of the said County records; said lot is 25 feet in front on the east side of Kenton Street, with a depth of one hundred (100) feet along the south side of Wayne Street. *63*

ALSO:

Situated in the City of Cincinnati, Hamilton County, Ohio and being all of Lot No. 144 in Plat of Kemper's Subdivision as the same is recorded in Plat Book 1, Pages 12 to 15 of the Hamilton County, Ohio Records. Said lot is 25 feet in front on the east side of Kenton Street with a depth of 100 feet and lies 25 feet south of Wayne Street. *62*

ALSO:

Situated in the City of Cincinnati, Hamilton County, Ohio and known as Lot No. 142 of Kemper's Subdivision as recorded in Plat Book 1, Pages 12 to 15 of the Hamilton County, Ohio Records. Said lot fronting 25 feet on the east side of Kenton Street by 100 feet deep. *61*

Prior Deed Reference: Official Record 12273, Page 2502

Parcel Two 2361 Concord Street Parcel #68-3-52 *SW*

Situated in Walnut Hills, in the City of Cincinnati, County of Hamilton and State of Ohio, known as Lot No. 125 on the plat of Subdivision made by the devisees of Stephen Kemper, deceased, as shown in Plat Book 1, pages 12 through 15, inclusive, of the Hamilton County, Ohio, Records.

Prior Deed Reference: Official Record 12335, Page 3008

Parcel Three 717 E. McMillan Street Parcel #68-2-363 *SW*

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

Situate in the City of Cincinnati, Hamilton County, Ohio being all Lot No. 167 of the Stephen Kemper Subdivision as recorded in Plat Book 1, Page 12 of the Hamilton County, Ohio Plat Records. Said lot fronting 25 feet on the South side of McMillan Street and having a depth of 107 feet, being the same width in rear as in front.

Prior Deed Reference: Official Record 12534, Page 1323

DESCRIPTION ACCEPTABLE  
HAMILTON COUNTY ENGINEER

Tax Map: Urban A

Part: \_\_\_\_\_

Parcel Four

2508-2514 Hemlock Street Parcel #70-2-1596160

**TRACT I:**

Situated in Section 8, Township 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, Ohio, and being part of Lot 3 of E.A. Collville's Subdivision, recorded in Plat Book 2, Page 91 of the Hamilton County Recorder's Office, and being more particularly described as follows:

Beginning at a point in the easterly right-of-way of Hemlock Street, North 00° 30' 00" East, 90.00 feet from the northerly right-of-way of East McMillan Street, said point being the northwesterly corner of Schuyler J. Smith, Tr. (OR 9976, Pg. 3055), thence northeasterly with the easterly line of Hemlock Street, North 00° 30' 00" East, 43.10 feet;

159

Thence southeasterly leaving Hemlock Street and with a new division line, South 89° 30' 00" East, 50.00 feet to a set 5/8" iron pin and cap in the westerly line of Lot 2, owned by Walnut Hills Redevelopment Foundation, Inc. (OR 6362, PG. 245);

70-2-159  
LH

Thence southwesterly with the westerly line of Lot 2, South 00° 30' 00" West, 43.10 feet to a set 5/8" iron pin and cap at the northeasterly corner of Schuyler J. Smith, Tr.,

Thence northwesterly with Smith's north line, North 89° 30' 00" West, 50.00 feet to the point of beginning, containing 0.0495 acres of land, more or less;

Being a part of the land described in Official Record 7235, Page 1717, as recorded in Hamilton County, Ohio records.

Subject to all legal rights-of-way, easements, covenants, and restrictions of record and or existence.

Being the result of a survey, dated March 5<sup>th</sup>, 2008, made by Eric M. Arnold P.S., Ohio Reg. No. 8276, of Parcel Number 70-2-63 of the Hamilton County Ohio Tax Maps. Bearings for the description are based on Plat Book 2, Page 91.

**TRACT II:**

Situated in Section 8, Township 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, Ohio, and being part of Lot 3 and Lot 4 of E.A. Collville's Subdivision, recorded in Plat Book 2, Page 91 of the Hamilton County Recorder's Office, and being more

70-2-160  
LH

160

DESCRIPTION ACCEPTABLE  
HAMILTON COUNTY ENGINEER

Tax Map - 11/11/11

CAGIS - \_\_\_\_\_

DESCRIPTION ACCEPTABLE  
HAMILTON COUNTY ENGINEER

Tax Map - 11/22/70

particularly described as follows:

CAGIS - \_\_\_\_\_

Beginning at a point in the easterly right-of-way of Hemlock Street North 00° 30' 00" East, 133.10 feet from the northerly right-of-way of East McMillan Street, thence northeasterly with the easterly line of Hemlock Street, North 00° 30' 00" East, 40.99 feet;

Thence southeasterly leaving Hemlock Street and with a new division line, South 89° 30' 00" East, 50.00 feet to a set 5/8" iron pin and cap;

Thence southwesterly with a new division line for 9.09 feet, and also with the westerly line of Lot 2, owned by Walnut Hills Redevelopment Foundation Inc. (OR. 6362, PG. 245), South 00° 30' 00" West, a total distance of 40.99 feet to a set 5/8" iron pin and cap;

Thence North 89° 30' 00" West, 50.00 feet to the point of beginning, containing 0.0471 acres of land, more or less.

Prior Deed Reference: Official Record 12233, Page 2058

Parcel Five 2516-2518 Hemlock Street Parcel #70-2-63 *See*

Situated in Section 8, Township 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, Ohio, and being part of Lot 4 of E.A. Colville's Subdivision, recorded in Plat Book 2, Page 91 of the Hamilton County Recorder's Office, and being more particularly described as follows:

Beginning at a point in the easterly right-of-way of Hemlock Street, North 00° 30' 00" East, 174.09 feet from the northerly right-of-way of East McMillan Street, thence northeasterly with the easterly line of Hemlock Street, North 00° 30' 00" East, 40.91 feet to the northwesterly corner of Lot 4, also a corner of Richard and Karen Hordinski (OR 10283, PG. 1169);

thence southeasterly with the north line of Lot 4 and Hordinski's south line, South 89° 30' 00" East, 135.00 feet to a set 5/8" iron pin and cap at the northeasterly corner of Lot 4, said corner being in the westerly line of Joseph Wiggins (OR. 7221, PG. 633);

thence southwesterly with the east line of Lot 4 and the westerly line of Joseph Wiggins and also Roberto Ramirez Tr. (OR 9036, PG. 1215), South 00° 30' 00" West, 50.00 feet to the southeasterly corner of Lot 4, said corner being North 0.10 feet and West 0.68 feet from an existing iron pin and cap, and also being the northeasterly corner of Lot 1;

thence northwesterly with the north line of Lot 1 and Lot 2, owned by Walnut Hills Redevelopment Foundation Inc. (OR. 6362, PG. 245), North 89° 30' 00" West, 85.00 feet to the northwesterly corner of Lot 2, said corner being North 0.02 feet and West 0.19 feet from an existing iron pin and cap;

thence northeasterly with a new division line, North 00° 30' 00" East, 9.09 feet to a set 5/8" iron pin and cap;

thence northwesterly with a new division line, North 89° 30' 00" West, 50.00 feet to the point of beginning, containing 0.1445 acres of land, more or less.

Prior Deed Reference: Official Record 12503, Page 2473

Parcel Six 2520 Hemlock Street Parcel #70-2-97 *See*

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

Fronting 25 feet on the East side of Spring Street (now Hemlock) and running back between parallel lines 135 feet, and lying 215 feet North of McMillan Street, and being known and designated as the South one-half of Lot 5 in E. A. Coleville's Plat of Subdivision, and numbered as 2520 Hemlock Street, Cincinnati, Ohio.

Prior Deed Reference: Official Record 12409, Page 953

*LEGAL*  
→

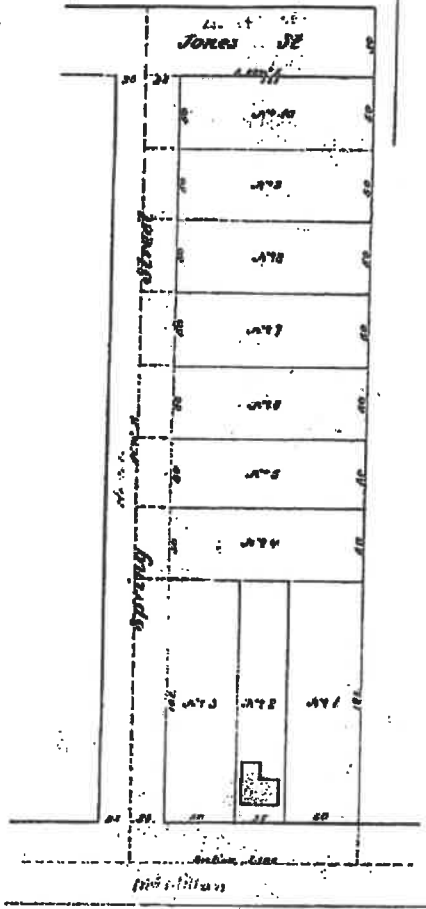
# F. A. Colville's Plat

Sec. 8, T. 3, R. 2.

Recorded  
Hamilton } May 24 1860

SCALE 50 FT PER INCH

J. S. Kemper  
Surveyor



We hereby adopt this as a correct plat of the Subdivision of Lot 22.1 of the division of the Davis Estate as the same is recorded in Book No. --- Page of the Hamilton County records.

Cincinnati May 24 1860

Charles F. Colville  
 By Samuel Davis, Atty in fact ( )  
 Elvira Ann Colville  
 By Samuel Davis, Atty in fact ( )

State of Ohio  
Hamilton County } s.c.

Before me the undersigned a Notary Public within and for said County, came Charles F. Colville by Samuel Davis his Atty in fact, and Elvira Ann Colville, by Samuel Davis, her Atty in fact, and acknowledged the signing and sealing of the above to be their voluntary act and deed for the uses and purposes therein named.

Witness my hand and seal at Cincinnati this 24th day of May 1860



J. S. Kemper  
Notary Public





Prior Deed Book Reference: Book 6947, page 1677  
Hamilton County, Ohio Deed Records

TO HAVE AND TO HOLD said premises, with all the privileges and appurtenances thereunto belonging, to the said Richard A. Hordinski Jr. and Karen Hordinski, husband and wife, their heirs and assigns forever, as fully and completely as the said Dusty Rhodes as such County Auditor, acting as agent for the State of Ohio, by virtue of the statute made and provided for cases, might or should sell and convey the same.

I, Dusty Rhodes, County Auditor of Hamilton County, Ohio, acting as agent for the State of Ohio have hereunto set my hand, this 23 day of June, 2006



Acting as Agent for the State of Ohio

STATE OF OHIO, COUNTY OF HAMILTON, SS.

BE IT REMEMBERED, that on this 23 day of June, 2006 before me the subscriber, a Notary Public in and for the State of Ohio, personally came the above-named Dusty Rhodes, as County Auditor of Hamilton County and agent for the State of Ohio, the Grantor in the foregoing Deed, and acknowledged the signing of the same to be his voluntary act and deed, as such County Auditor and agent for the State of Ohio, for the uses and purposes therein mentioned.


IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

SUSAN SILVER, Attorney at Law  
Notary Public, State of Ohio  
My commission has no expiration date  
Section 147.53

  
Notary Public - State of Ohio

This instrument was prepared by Lawrence C. Baron, Assistant Prosecuting Attorney, Hamilton County, Ohio.

Approved as to Form

  
Lawrence C. Baron  
Assistant Prosecuting Attorney

10283 1170

MORTGAGE ASSIGNMENT

KNOWN ALL MEN BY THESE PRESENTS, That Sibcy Cline Financial Services, Inc., a Corporation organized and existing under the laws of the State of Ohio, hereby grants, bargains, sells, assigns, transfers and sets over unto:

Principal Residential Mortgage, Inc.
An Iowa Corporation
711 High Street
Des Moines, IA 50392-0720

a certain mortgage deed, made, executed and delivered by Helea Santangelo, unmarried to

Sibcy Cline Financial Services, Inc.
8044 Montgomery Road., Suite 301
Cincinnati, OH 45236

This 26th day of November, 1996, and recorded in 7221 No. Page No. 622 of the records of Hamilton County, Ohio together with the note secured thereby and referred to herein; and all sums due and to become due thereon. Describing Land therein as:

See Attached Exhibit "A"

HAMILTON COUNTY RECORDER'S OFFICE
Doc # 96 - 167495 Type: RM
Filed 12/09/1996 9:45:11 AM \$ 14.00
Off. Rec.: 7221 633 F 28 2 853

IN WITNESS WHEREOF, Said Sibcy Cline Financial Services, Inc. Has caused its name to be signed to these presents by its President, Patricia A. Kuether at Cincinnati, Ohio this 26th day of November A.D. 1996

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

SIBCY CLINE FINANCIAL SERVICES, INC.

Claudia Adelhardt
Claudia Adelhardt

Patricia A. Kuether
PATRICIA A. KUETHER, PRESIDENT

Amy Adcock
Amy Adcock
STATE OF OHIO
COUNTY OF HAMILTON } SS

I, Claudia Adelhardt, a Notary Public in and for said County in the State aforesaid hereby certify that Patricia A. Kuether personally know to me to be the President of Sibcy Cline Financial Services, Inc., a corporation organized and existing under the laws of the State of Ohio, and personally known to be to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and did acknowledge that as such President, she signed and delivered that said instrument as President of said Corporation, pursuant to authority given by the Board of Directors of said Corporation, as their free and voluntary act, and the free and voluntary act and deed of said Corporation for the uses and purposes therein set forth.



CLAUDIA ADELHARDT
Notary Public, State of Ohio
My Commission Expires Dec. 20, 1998
Claudia Adelhardt
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY SIBCY CLINE FINANCIAL SERVICES, INC.

620-310P 7221 PG 633

EXHIBIT "A"

Situate in the City of Cincinnati, County of Hamilton, and State of Ohio in Section 21, Township 4, Fractional Range 2, of the Miami Purchase and being parts of Lot 10 and Lot 11 of the Henry Cordes Addition to Oakley, a plat of which is recorded in Plat Book 7, Page 24 of the plat records of said county and being more particularly described as follows:

Beginning at the intersection of the Southerly line of Everson Avenue and the Westerly line of Marburg Avenue said point also being the Northeast Corner of Lot 10 of Henry Cordes Addition, thence North 88 degrees 47 min. 30 sec. West along the Southerly Right of Way Line of Everson Avenue a distance of 17.76 feet to a point and the real place of beginning; thence continuing along the Southerly Right of Way line of Everson Avenue North 88 degrees 47 min. 30 sec. West a distance of 97.24 feet to a point; thence south 0 degrees 40 min. West a distance of 45.00 feet to a point; thence south 88 deg. 47 min. 30 sec. East a distance of 107.46 feet to a point and the Westerly Right of Way of Marburg Avenue; thence along the Right of Way of Marburg Avenue Northwestwardly along a curve deflecting to the left with a radius of 471.00 feet a distance of 36.47 feet to a point (chord of said curve bears North 7 degrees 10 min. West a distance of 36.46 feet); thence Northwestwardly along a curve tangent to the last described curve and deflecting to the left with a Radius of 16.00 feet a distance of 10.52 feet to the Southerly line of Everson Avenue (chord of said curve bears North 28 deg. 33 min. 05 sec. West a distance of 10.33 feet) and the place of beginning.

39-2-498

714144

169  
198-B 70  
340-D

**GENERAL WARRANTY DEED**

THE MORRIS INVESTMENT CO., INC., an Ohio corporation, for valuable consideration paid, grants, with general warranty covenants, except easements and restrictions of record and taxes and assessments not yet due and payable, to WALNUT HILLS REDEVELOPMENT FOUNDATION, INC., an Ohio corporation, whose tax-mailing address is 2601 Melrose Avenue, Cincinnati, Ohio 45206, the real estate described on attached Exhibit A.

Prior instrument Reference: Deed Book 3164, Page 317 of the Deed Records of Hamilton County, Ohio.

IN WITNESS WHEREOF, The Morris Investment Co., Inc., has hereunto set its hand by Beverly G. Williams, its President, on December 21, 1993.

Signed and acknowledged in the presence of:

THE MORRIS INVESTMENT CO., INC.

*Stephen G. Sloan*  
Print Name: Stephen G. Sloan

By: *Beverly G. Williams*  
Its: President

*Raymond Stewart*  
Print Name: Raymond Stewart

REC'D FOR TRANS

STATE OF OHIO )  
COUNTY OF HAMILTON ) SS:

The foregoing instrument was acknowledged before me, a notary public, by Beverly G. Williams, the President of The Morris Investment Co., Inc. this 21 day of December, 1993, on behalf of the corporation.

74 JAN 4 1994

74 JAN 4 1994

*Lori Zahn*  
Notary Public

This instrument was prepared by:

Christopher P. Finney  
FROST & JACOBS  
2500 PNC Center  
201 East Fifth Street  
Cincinnati, Ohio 45202-4182

LORE ZAHN  
Notary Public, State of Ohio  
My Comm. Exp. 03/01/94

Examined & Complied with  
Sec. 319.02 R.C. 2.00

DUSTY RHODES  
HAMILTON COUNTY, OHIO

Complied & Complied with  
Sec. 322.02 R.C.  
Real Property Transfer Tax

243 75  
DUSTY RHODES

1018862 2434003 510 9750

308-194-1100 245

**EXHIBIT A**

**PARCEL 1**

SITUATED in the City of Cincinnati, County of Hamilton, State of Ohio, bounded and described as follows:

BEING in Section Eight (8), Township Three (3) in the Second Fractional Range of the Miami Purchase, and particularly described as follows: viz:

BEGINNING at a point in the north line of McMillan Street fifty (50) feet east of the northeast corner of McMillan and Hemlock (formerly Spring) Streets; thence eastwardly along the north line of McMillan Street eighty-five (85) feet; thence northwardly at right angles with McMillan Street one hundred and sixty-five (165) feet; thence westwardly on a line parallel with McMillan Street eighty-five (85) feet; thence southwardly to the place of beginning, and being Lots Nos. One (1) and Two (2) of E. A. Colville's Subdivision as recorded in Plat Book 2, page 91, Recorder's Office;

**PARCEL 2**

All that certain lot of land in Section eight (8), Township three (3), Fractional Range two (2), Miami Purchase, Hamilton County, Ohio, in the city of Cincinnati: being part of Lot thirteen (13) as shown in the Plat of Cottage Farm made by Peter H. Kemper and recorded in Book 1, page 326, Probate Court Records of Hamilton County, Ohio, and described as follows:

Beginning at a point in the north line of McMillan Street one hundred and one and 97/100 (101.97) ft. west of the west line of Stanton Avenue, formerly Lane Street, said point being the west side of a brick wall; thence running westwardly along the north line of McMillan Street fifty-three and 3/100 (53.03) feet to the southwest corner of said lot thirteen (13); thence running northwardly along the west line of said lot thirteen (13) one hundred (100) feet to the north line of said lot thirteen (13); thence running eastwardly along the north line of said lot thirteen (13) and parallel with McMillan Street Fifty-three and 33/100 (53.33) feet, thence running southwardly one hundred (100) feet to the place of beginning, being the same premises conveyed to Wilhelmina Fasse, administratrix of the estate of Henry Fasse, deceased, to The Christian Moerlein Brewing Company, by deed dated September 5, 1899, and recorded in Deed Book No. 836, page 287, of the Records of Deeds of Hamilton County, Ohio. Reference: Deed Bk. 3028, pg. 493, Ham. Co. O., records.

70-2-64+65+66  
A

176

70-2-67  
A

Auditor's Parcel #70-2-63 & 96  
8th Series 69/198 B

1

799821

General Warranty Deed

HAMILTON COUNTY RECORDER'S OFFICE  
Doc #796 - 196989 Type DE  
Filed 12/26/1996 3:08:33 PM \$ 14.00  
Off. Rec. # 7235 1217 F 850 2 610

C. E. LIMITED, an Ohio limited liability company, for valuable consideration paid, grants with general warranty covenants to TIMOTHY F. HIGGINS, whose tax mailing address is P. O. Box 6966, Cincinnati, Ohio 45206, the real property described in Exhibit A attached hereto (the "Property").

The Property is conveyed subject to, and there are excepted from the general warranty covenants, the following:

1. All easements, covenants, conditions and restrictions of record;
2. All legal highways;
3. Zoning, building and other laws, ordinances and regulations;
4. Real estate taxes and assessments not yet due and payable; and
5. The rights of the parties in possession.

Prior Instrument Reference: Official Record Book 6918, Page 1643 of the Hamilton County, Ohio records.

IN WITNESS WHEREOF, C. E. LIMITED, an Ohio limited liability company, has caused this Deed to be executed by Ellen Simkin Riedman, authorized Member, as of the 30 day of October, 1996.

Signed and acknowledged  
in the presence of:

Jandra A. Brooks  
(Printed Name: Jandra A. Brooks)

C. E. LIMITED  
An Ohio Limited Liability  
Company

Kyle C. Brooks  
(Printed Name: Kyle C. Brooks)

By: Ellen Simkin Riedman  
Ellen Simkin Riedman,  
Authorized Member

STATE OF OHIO, COUNTY OF HAMILTON, SS:

The foregoing instrument was acknowledged before me this 30 day of October, 1996 by Ellen Simkin Riedman, Authorized Member of C. E. Limited, an Ohio limited liability company, on behalf of the limited liability company.

REC'D FOR TRANS

DEC 26 2:48 PM '96  
HAMILTON COUNTY OHIO

96 DEC 26 2:48 PM '96  
HAMILTON COUNTY OHIO  
FRANSEFFER

Kyle C. Brooks  
Notary Public  
KYLE C. BROOKS, Attorney at Law  
Notary Public, State of Ohio  
My Commission Has No Expiration Date  
Section 147.03

This instrument was prepared by:  
Kevin R. Flynn  
Barron, Peck & Bennie  
One West Fourth Street  
Fourteenth Floor  
Cincinnati, Ohio 45202  
513/721-1350

c:\wpfiles\krf\deed\GWD\c-e-hz2.hg

Examined & Complied with  
Sec. 322.02 R.C.  
Real Property Transfer Tax  
54.45  
DUSTY RHODES  
HAMILTON COUNTY, OHIO

96917225  
7235rc1717

Examined & Complied with  
Sec. 319.202 R.C.  
DUSTY RHODES  
HAMILTON COUNTY, OHIO  
TAX 36.30

1.00

## EXHIBIT A

(2510-08 Hemlock & 2518-16 Hemlock)

Situated in the County of Hamilton, in the State of Ohio, and in the City of Cincinnati, and bounded and described as follows:

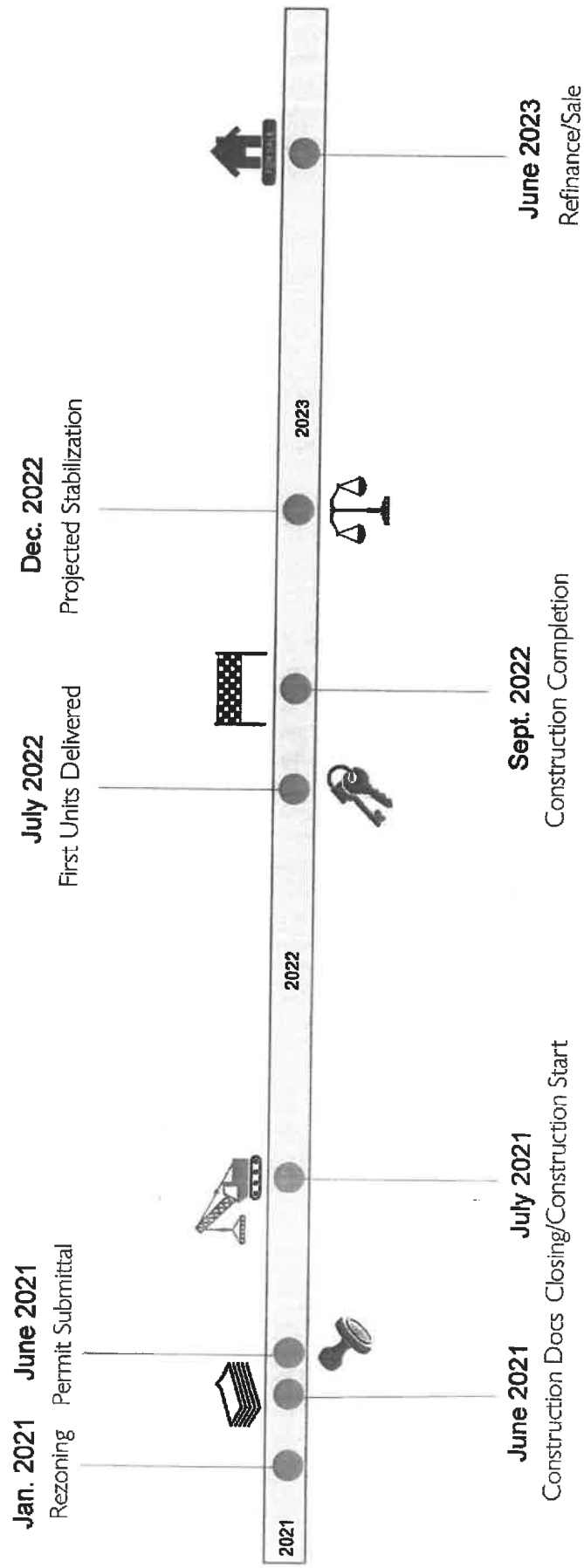
The following described real estate in Section eight (8), Township three (3) and fractional range two (2) of the Miami Purchase, in Cincinnati, Hamilton County, Ohio, being part of Colville's Subdivision of Cottage Farm as recorded in Plat Book 2, page 91 of the Hamilton County Records, and more particularly described as follows, viz:

Commencing at a point on the east side of Hemlock Street in the line of a partition fence, ninety feet more or less from the north-east corner of said Hemlock and McMillan Streets, on Walnut Hills, in said city of Cincinnati; running thence northwardly along the east line of said Hemlock Street, one hundred and twenty-five feet more or less, to the north line of lot number four of E. A. Colville's subdivision of said Walnut Hills; thence eastwardly on said north line of said lot number four one hundred and thirty-five feet to the north east corner of said lot; thence southwardly along the east line of said lot number four, fifty feet to the south east corner of said lot; thence westwardly along the south line of said lot number four, eighty-five feet to the northeast corner of lot number three of said Colville's subdivision; thence south, along the east line of said lot number three, seventy-five feet more or less, to the junction of said last mentioned line with the aforesaid fence; thence westwardly, along the line of said fence, fifty feet to the place of beginning, said premises being known and numbered as 2510-08 and 2518-16 Hemlock Street, Plat Book 70, Plat 2, Parcels 63 and 96.

70-2-63 JTA  
70-2-96 JTA



# (C) SCHEDULE – POSTE II





A Division of The City of Cincinnati

**GREATER CINCINNATI  
WATER WORKS**

Cathy Bernardino Bailey, Director

March 5, 2020

Mr. Mitch Getts  
The Kleinger Group  
6219 Centre Park Drive  
West Chester, Ohio 45069

Subject: 2525 Chatham St  
Proposed Apartment Building  
Book 67, Page 2, Parcel 27 thru 31  
Water Availability

Dear Mr. Getts:

In response to your email requesting water availability dated January 10, 2020, our office has determined that domestic water service is available subject to the Greater Cincinnati Water Works Rules and Regulations and more specific conditions as described below.

The development is receiving water service from an (2) existing 5/8-inch (lead) domestic water service branch (H-35794, H-35795) connected to the existing 6-inch public water main in Chatham Street and the existing 5/8-inch (lead) domestic water service branch (H-18907) connected to the existing 6-inch public water main in Stanton Avenue.

In 2017, Cincinnati City Council passed an ordinance requiring the elimination of lead water service branches from the Greater Cincinnati Water Works Water System. For more information on eliminating the lead service branch from this property, please contact the Greater Cincinnati Water Works at 513-651-5323 and /or refer to <http://www.cincinnati-oh.gov/water/lead-information/>.

Any existing water service branch on this property not to be used for this development must be properly disconnected at the owner's / developer's expense.

All new water service branches can be connected to the existing 6-inch public water mains in Chatham Street and Stanton Avenue.

On February 10, 2020, the Greater Cincinnati Water Works run (2) flowtests. The first fire hydrant south of William H. Taft Road on Chatham Street was flowed and the house at 2528 Chatham Street was gauged with a static pressure of 55psi and a residual pressure of 43psi. The available flow was 998gpm. The second flowtest was on the first fire hydrant south of William H Taft Road on Stanton Avenue was flowed and the house at 2527 Chatham Street was gauged with a static pressure of 54psi and a residual pressure of 50psi. The available flow was 924gpm.

4747 Spring Grove Ave, Cincinnati OH, 45232 | Customer Service: 513.591.7700 | Director's Office: 513.591.7970



[www.myGCWW.org](http://www.myGCWW.org)



@CincinnatiWater



[www.facebook.com/CincinnatiWater](http://www.facebook.com/CincinnatiWater)

All conditions and requirements for water service to this proposed development, including the location of attachment to the public water system, will be determined upon submission of the appropriate properly completed application and final plans for service.

Water for domestic purposes can be obtained for this development within three (3) years from the date of this letter. The developer/owner will be required to make application for water service at the Greater Cincinnati Water Works and receive final approval within this time period or this letter of water availability will expire.

The sufficiency of water available for fire protection must be made by the fire authority serving the area.

When it is desirable to obtain the necessary building permit(s) for the subject development, please contact City of Cincinnati Building and Inspector Department at (513) 352-3271.

The engineer or plumber for this development is totally responsible for determining the specific nature, type, and size of water service(s) needed and must advise the Greater Cincinnati Water Works Engineering System Planning Section of any water service changes that may affect this statement of water availability.

In order to make application for new individual water service branches, please have the developer(s') /owner(s') plumber make application for domestic water service at the Greater Cincinnati Water Works, Branch Service Section, located at 4747 Spring Grove Avenue, Cincinnati, Ohio 45232-1986. They can contact Mr. John Waters at (513) 591-7836 or Mr. Kenneth Rocchio at (513) 591-7837 between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday for further information.

If you have any questions, please call me at (513) 591-7858.

On behalf of the Greater Cincinnati Water Works, I thank you for your water availability request for water service.

Sincerely,



William H. Morris  
Engineering Technical Supervisor  
Engineering Division

## Fire Hydrant Flow Test

<b>Location:</b> CHATHAM ST, STANTON AVE, & HEMLOCK ST - 1ST FH'S S OF WM H TAFT - GAUGE HOUSE	<b>Requesting Agency:</b> GCWW ENG	<b>Date:</b> 2/10/2020	<b>Sheet &amp; Item</b>
	<b>Performed By</b> <b>Survey Crew:</b> MWR/MES/BWB	<b>Time</b> <b>Flow</b> 9:00 A.M. <b>Test:</b>	337B - 486 370A - 410, 414

Test	Pressures		Nozzles Flowing		Pitot Press	Sq Rt Pitot	GPM	Remarks
	Static	Resid	No.	Size				Street Address: CHATHAM, STANTON & HEMLOCK @ WM H TAFT Hydrant Flowed/Gauged
1	48	41	1	2.500	4	2.000	338	Flowed: 1ST FH S OF WM H TAFT ON HEMLOCK ST Gauged: 2517 HEMLOCK ST
		20					713	Available GPM - Fire Flow
2	54	50	1	2.500	30	5.477	924	Flowed: 1ST FH S OF WM H TAFT ON STANTON AVE Gauged: 2527 CHATHAM ST
		20					2936	Available GPM - Fire Flow
3	55	43	1	2.500	35	5.916	996	Flowed: 1ST FH S OF WM H TAFT ON CHATHAM ST Gauged: 2528 CHATHAM ST
		20					1780	Available GPM - Fire Flow
4	55	42	1	2.500	31	5.568	940	Flowed: 1ST FH S OF WN H TAFT ON STANTON Gauged: 2530 STANTON AV
		20					1604	Available GPM - Fire Flow



CHATHAM, STANTON, & HEMLOCK @ WM H TAFT





March 11, 2020

Mr. Mitch Getts  
The Kleingers Group  
6219 Centre Park Drive  
West Chester, Ohio 45069

Subject: 758 E. McMillan Street  
Proposed Apartment Building  
Book 70, Page 2, Parcel 63,68 thru 76, 97, 159 and 160  
Water Availability

Dear Mr. Getts:

In response to your email requesting water availability dated January 10, 2020, our office has determined that domestic water service can be made available subject to the Greater Cincinnati Water Works Rules and Regulations and more specific conditions as described below.

Before the Greater Cincinnati Water Works can approve a new building permit and water service branch installation for this development, the public water main in Hemlock Street will need to be upgraded from the existing 8-inch public water main in William H Taft Road to the first fire hydrant south of William H Taft Road (approximately 200 feet) and install a new public fire hydrant.

The Greater Cincinnati Water Works is in the process of replacing the public water main in Hemlock Street, however it may be years before this public water main is replaced. The proposed development timeline for starting construction is the middle of September 2020, before the installation of the new public water main.

To meet the proposed development timeline, in accordance with the Greater Cincinnati Water Works Rules and Regulations, the owner(s)/ developer(s) at their expense with Greater Cincinnati Water Works assistance, could install this new public water main with a public fire hydrant, before the September 2020 development timeline.

To obtain public water main installation approval for this development, the owner's civil engineer must complete and submit the attached Greater Cincinnati Water Works Preliminary Application for processing through the Greater Cincinnati Water Works, Engineering Department. Please contact Mr. Shawn Wagner at 591-7877 for further information.

A flowtest was made February 25, 2020 on the existing 6-inch water main in Stanton Avenue near the proposed development. The results indicate a flow of 924g.p.m. is available with a static pressure of 54p.s.i. and a residual pressure of 50p.s.i.



When it is desirable to obtain the necessary building permit(s) for the subject development, please contact City of Cincinnati Building and Inspector Department at (513) 352-3271.

The subject development property is receiving water service from the below water service branches connected to the existing 6-inch public water mains in Hemlock Street and Stanton Avenue.

Address	Branch Number	Branch Size	Meter Size	Meter Number
2508 Hemlock St	27337 (Lead)	5/8-inch	5/8-inch	058174
2510 Hemlock St	27338 (Lead)	5/8-inch	5/8-inch	058175
2512 Hemlock St	27339 (Lead)	5/8-inch	5/8-inch	058176
2514 Hemlock St	26926 (Lead)	5/8-inch	5/8-inch	058177
2516 Hemlock St	32563 (Lead)	5/8-inch	5/8-inch	058178
2520 Hemlock St	33001 (Lead)	5/8-inch	5/8-inch	058180
2509 Stanton Av	41823	3/4-inch	5/8-inch	060496
2513 Stanton Av	27464	3/4-inch	5/8-inch	058166
2515 Stanton Av	27465	3/4-inch	5/8-inch	058167
2517 Stanton Av	31025	3/4-inch	5/8-inch	021153

Any existing water service branch on this property not to be used for this development must be properly disconnected at the owner's / developer's expense.

After the public water main is installed and the building permit is approved, all new water service branches can be connected to the existing 6-inch public water mains in Stanton Avenue and East McMillan Street.

The sufficiency of water available for fire protection must be made by the fire authority serving the area.

All conditions and requirements for water service to this proposed development, including the location of attachment to the public water system, will be determined upon submission of the appropriate properly completed application and final plans for service.

Water for domestic purposes can be obtained for this development within three (3) years from the date of this letter. The developer/owner will be required to make application for water service at the Greater Cincinnati Water Works and receive final approval within this time period or this letter of water availability will expire.

All conditions and requirements for water service to this proposed development, including the location of attachment to the public water system, will be determined upon submission of the appropriate properly completed application and final plans for service.

The fire protection company or plumber for this development is totally responsible for determining the specific nature, type, and size of water service(s) needed and must advise the Greater Cincinnati Water Works Engineering System Planning Section of any water service changes that may affect this statement of water availability.


When the owner(s)/developer(s) fire protection company design and submits the new fire water service application for this development, the fire protection company at this time can apply for the installation of the new public fire hydrant on Stanton Avenue per the City of Cincinnati Fire Department Code.

In order to make application for new individual water service branches, please have the developer(s) /owner(s) fire protection company and plumber make application for water service on the Greater Cincinnati Water Works Online Branch Application Form <https://www.cincinnati-oh.gov/water/engineering-construction/forms-specifications/>

If you have any questions on the Greater Cincinnati Water Works Online Branch Application Form, please contact Mr. John Waters at (513) 591-7836 or Mr. Ken Rocchio at (513) 591-7837 between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday for further information.

If you have any questions, please call me at (513) 591-7858.

Sincerely,

  
William H. Morris  
Engineering Technical Supervisor  
Engineering Division

**CITY OF CINCINNATI - HAMILTON COUNTY**  
**Preliminary Application (PA)**  
 NO. \_\_\_\_\_  
**For Public Water Main Work**

**APPLICANT:**

Developer \_\_\_\_\_ Engineer \_\_\_\_\_  
 Address \_\_\_\_\_ Address \_\_\_\_\_  
 Phone \_\_\_\_\_ Phone \_\_\_\_\_  
 Contact Name \_\_\_\_\_ Contact Name \_\_\_\_\_

**LOCATION:**

Township, Section, and Range Number \_\_\_\_\_  
 Auditor's Book(s) \_\_\_\_\_ Page(s) \_\_\_\_\_ Parcel(s) \_\_\_\_\_  
 Location (from existing streets) \_\_\_\_\_

Subdivision Name (if known) \_\_\_\_\_  
 Subdivision approved by \_\_\_\_\_

**PRIMARY TYPE OF WORK:**

- \_\_\_ Abandonment of EXISTING public water main and/or appurtenances.
- \_\_\_ Installation of new public water main and/or appurtenances.
  - \_\_\_ Proposed water main to be installed in public rights-of-way?
  - \_\_\_ Proposed water main to be installed in an easement?  
 (Select category below.)

**NOTE:** In accordance with Section 401-19 of the *Greater Cincinnati Water Works Laws, Ordinances, Rules and Regulations* public water mains may only be installed in easements under one or more of the categories listed below.

- \_\_\_ Garden Apartments
- \_\_\_ Condominiums
- \_\_\_ Panhandle/Flag Lots (Minimum of 5 lots, see GCWW Standard Drawing No. 105-7)
- \_\_\_ Planned Unit Development (PUD)
- \_\_\_ Shopping Center

**TYPE OF DEVELOPMENT:**

- |                                  |                      |                      |
|----------------------------------|----------------------|----------------------|
| ___ Single Family                | ___ Shopping Center  | ___ Light Industrial |
| ___ Apartments                   | ___ Office/Warehouse | ___ Industrial       |
| ___ Condominiums                 | ___ General Business | ___ Manufacturing    |
| ___ P.U.D                        | ___ Medical          | ___ Government       |
| ___ Other/Mixed (Describe) _____ |                      |                      |

**WATER REQUIREMENTS:**

Estimated additional number of new water services/taps: \_\_\_\_\_  
 Corresponding size: \_\_\_\_\_

Anticipated Water Main SIZE: \_\_\_\_\_  
 Corresponding LENGTH: \_\_\_\_\_

(For all developments EXCEPT single family residential.)

Needed Fire Flows at street\*: \_\_\_\_\_ (G.P.M.) at 20 (P.S.I.)

Daily Peak Domestic Water Needs: \_\_\_\_\_ (G.P.M.) at \_\_\_\_\_ (P.S.I.)

\_\_\_ Lawn irrigation/sprinkling systems planned to be installed?

\*As recommended by local fire authority (written documentation required)

Special Conditions/Remarks: \_\_\_\_\_

This application is for preliminary (conceptual) approval ONLY. Conceptual plans indicating proposed work must be included with this application. This application will not be processed by the Greater Cincinnati Water Works (GCWW) unless it is completed appropriately and all necessary documents have been received. The developer/engineer should allow a minimum of six (6) weeks processing time for all appropriate agencies and the GCWW to process this application.

(over)



**Hamilton County Planning & Development**

Conditions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_ APPROVED    \_\_\_ DENIED    \_\_\_\_\_ Date

**Hamilton County Planning & Development**

**Greater Cincinnati Water Works**

Conditions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_ APPROVED    \_\_\_ DENIED    \_\_\_\_\_ Date

\_\_\_\_\_  
GCWW Chief Engineer

\_\_\_ APPROVED    \_\_\_ DENIED    \_\_\_\_\_ Date

\_\_\_\_\_  
GCWW Director

Upon approval of this application, the developer's engineer must obtain GCWW approval for final construction plans within THREE (3) years from the date of approval by the GCWW Director or this application may be considered VOID. Final construction plans must conform to current engineering practices, policies, ordinances, rules, regulations and specifications of the GCWW at the time the proposed work is to begin.

January 8, 2020

Mitch Getts  
The Kleingers Group  
6219 Centre Park Drive  
West Chester, OH 45069



**Subject: Conditional Availability of Sewers  
Apartments - (12) 2-BR  
Auditor's Parcel Number 0067-0002-0027 to -0033  
2525 Chatham Street  
Cincinnati  
APD Number CMD2000003**

Dear Mr. Getts,

Your sewer availability request for the property referenced above has been processed and approved. Sanitary sewer service is available via connection to the existing public sewer in Chatham Street or Stanton Avenue, subject to the following requirements and conditions:

1. All plans and construction shall comply with the latest edition of the MSD Rules and Regulations which governs the design, construction, maintenance, operation, and use of sanitary and combined sewers. This document can be downloaded from the MSD website at [http://www.msdc.org/about/msd/legal\\_and\\_organizational\\_documents/msd-rules-regulations/](http://www.msdc.org/about/msd/legal_and_organizational_documents/msd-rules-regulations/).
2. In instances where the overflow rim of the lowest plumbing fixture in any proposed structure is below the elevation of the rim of the next upstream manhole in the sewer system to which the proposed structure is connected, a backwater valve shall be installed in accordance with Section 614 of the MSD Rules and Regulations.
3. A tap permit must be obtained in accordance with Section 1201 of the MSD Rules and Regulations. The sewer contractor must contact the MSD Field Office at 513.244.1369 for sewer inspection after tap permit is issued.
4. All sewer tappers making building sewer connections to the MSD sewer system shall be licensed and bonded by MSD in accordance with Section 1212 of the MSD Rules and Regulations.
5. The person to whom a tap permit or special permit is issued shall be responsible for obtaining any additional permits required to open cut any public street, road or highway from the appropriate public authority that has jurisdiction in accordance with Section 1210 of the MSD Rules and Regulations.
6. Each structure or each dwelling is to be provided with a separate water service and meter shall also be serviced by a separate and completely independent building sewer tapping into the sanitary or combined sewer system in accordance with Section 1202 of the MSD Rules and Regulations.
7. All storm and sanitary sewer flows shall be separated within the development site prior to discharging to the combined sewer system in accordance with Section 302 of the MSD Rules and regulations.
8. Storm detention shall be provided in accordance with Section 303 of the MSD Rules and Regulations. Additional stormwater detention requirements may be necessary as part of the review per Section 303.
9. For additional site storm water requirements within the City of Cincinnati, contact the City of Cincinnati's Stormwater Management Utility (SMU) at 513.591.5050.

The conditional availability of sewer service as described in this letter is effective until January 8, 2021 and may be extended for one additional year in accordance with Article V, Section 510 of the MSD Rules and Regulations. Extension requests may be made within thirty (30) days of the expiration date of this application. Subsequent extension requests may or may not be granted depending on the availability of

*(Continued on Reverse Side of Page)*

sewer credits, hydraulic capacity of the sewer system, and/or other factors that may affect MSD's ability to accept additional sanitary flows into our sewer system.

This determination of sewer availability is based on the best information available at this time to the Metropolitan Sewer District of Greater Cincinnati and is subject to modification or revocation resulting from regulatory action taken by the United States Environmental Protection Agency, the State of Ohio Environmental Protection Agency, from federal consent decrees, or other judicial action ordered by federal courts of the United States Government or the courts of the State of Ohio.

If you have any questions, please call Robert Franklin at 513.557.7188 or me at 513.244.1351.

Sincerely,

A handwritten signature in blue ink, appearing to read "Steve Parker", is written over a light blue circular stamp.

Steven Parker, P.E.  
Supervising Engineer  
Development Services

SP:rjf

cc: Availability File, Cincinnati, Katherine Keough-Jurs

January 8, 2020

Mitch Getts  
The Kleingers Group  
6219 Centre Park Drive  
West Chester, OH 45069



**Subject: Conditional Availability of Sewers  
Apartments - (39) 1-BR & (12) 2-BR  
Auditor's Parcel Number 0070-0002-0063, -0068-76, -0097, -0133, & -0159-160  
758 E. McMillan Street  
Cincinnati  
APD Number CMD2000002**

Dear Mr. Getts,

Your sewer availability request for the property referenced above has been processed and approved. Sanitary sewer service is available via connection to the existing public sewer in Hemlock Street, E. McMillan Street, or Stanton Avenue, subject to the following requirements and conditions:

1. All plans and construction shall comply with the latest edition of the MSD Rules and Regulations which governs the design, construction, maintenance, operation, and use of sanitary and combined sewers. This document can be downloaded from the MSD website at [http://www.msdc.org/about/msd/legal\\_and\\_organizational\\_documents/msd-rules-regulations/](http://www.msdc.org/about/msd/legal_and_organizational_documents/msd-rules-regulations/).
2. In instances where the overflow rim of the lowest plumbing fixture in any proposed structure is below the elevation of the rim of the next upstream manhole in the sewer system to which the proposed structure is connected, a backwater valve shall be installed in accordance with Section 614 of the MSD Rules and Regulations.
3. A tap permit must be obtained in accordance with Section 1201 of the MSD Rules and Regulations. The sewer contractor must contact the MSD Field Office at 513.244.1369 for sewer inspection after tap permit is issued.
4. All sewer tappers making building sewer connections to the MSD sewer system shall be licensed and bonded by MSD in accordance with Section 1212 of the MSD Rules and Regulations.
5. The person to whom a tap permit or special permit is issued shall be responsible for obtaining any additional permits required to open cut any public street, road or highway from the appropriate public authority that has jurisdiction in accordance with Section 1210 of the MSD Rules and Regulations.
6. Each structure or each dwelling is to be provided with a separate water service and meter shall also be serviced by a separate and completely independent building sewer tapping into the sanitary or combined sewer system in accordance with Section 1202 of the MSD Rules and Regulations.
7. All storm and sanitary sewer flows shall be separated within the development site prior to discharging to the combined sewer system in accordance with Section 302 of the MSD Rules and regulations.
8. Storm detention shall be provided in accordance with Section 303 of the MSD Rules and Regulations. Additional stormwater detention requirements may be necessary as part of the review per Section 303.
9. For additional site storm water requirements within the City of Cincinnati, contact the City of Cincinnati's Stormwater Management Utility (SMU) at 513.591.5050.

The conditional availability of sewer service as described in this letter is effective until January 8, 2021 and may be extended for one additional year in accordance with Article V, Section 510 of the MSD Rules and Regulations. Extension requests may be made within thirty (30) days of the expiration date of this application. Subsequent extension requests may or may not be granted depending on the availability of

*(Continued on Reverse Side of Page)*

sewer credits, hydraulic capacity of the sewer system, and/or other factors that may affect MSD's ability to accept additional sanitary flows into our sewer system.

This determination of sewer availability is based on the best information available at this time to the Metropolitan Sewer District of Greater Cincinnati and is subject to modification or revocation resulting from regulatory action taken by the United States Environmental Protection Agency, the State of Ohio Environmental Protection Agency, from federal consent decrees, or other judicial action ordered by federal courts of the United States Government or the courts of the State of Ohio.

If you have any questions, please call Robert Franklin at 513.557.7188 or me at 513.244.1351.

Sincerely,

A handwritten signature in blue ink, appearing to read "Steven Parker".

**Steven Parker, P.E.  
Supervising Engineer  
Development Services**

SP:rjf

cc: Availability File, Cincinnati, Katherine Keough-Jurs

February 11, 2020

Mr. Steve Korte  
Kleingers  
6219 Centre Park Dr.  
West Chester, OH 45069

Re: Poste Phase 2 (D) – (CPRE200006) Final Recommendations

Dear Mr. Korte,

This letter is to inform you that our CSR Advisory-TEAM and CSPRO Committee has reviewed your proposed project at 758 E. McMillan Street in the Community of Walnut Hills. The information provided is the recommendations of the City of Cincinnati and must be followed as you move forward with your project. As a reminder, we are also meeting with you on February 18, @ 1:30 pm to discuss this information. Please see the feedback listed below. Thank you for developing within the City of Cincinnati.

### City Planning Department

#### **Immediate Requirements to move the project forward:**

1. **A Zone Change will be required to move the project forward. The proposed uses are defined as "Mid-Rise" and "Multi-Plex: Large" which are not permitted uses within the T4N.SF transect zone. The following zoning district rezone should be considered by the applicant:**
2. **Planned Development (refer to Cincinnati Zoning Code Chapter 1429)**
  - o Phase 1 is zoned Planned Development, PD on the south side of McMillan Street. A Zone Change to PD and a Major Amendment to the existing PD could be applied for which would require a revised Concept Plan and Development Program Statement.
  - o (Under this process, after the zone change is effective, a Final Development Plan would need to be reviewed and approved by City Planning Commission. Final Development Plan review by the City Planning Commission could be requested concurrently and would be contingent upon approval of the Zone Change and Major Amendment by City Council. All submittal requirements of Section 1429-13 would be required to submitted concurrently with Zone Change and Major Amendment application.

#### **Requirements to obtain permits:**

1. A lot consolidation for each of the building sites shall be recorded through the Hamilton County Recorder's office. It is recommended that this take place after any zone change request approval.
2. Zone Change shall be in effect prior to obtaining permits.

#### **Recommendations:**

1. The Department of City Planning strongly recommends that the applicant engage with the Walnut Hills Community Council and the Walnut Hills Redevelopment Foundation.

**Contact:**

- **Andy Juengling** | City Planning | 513-352-4840 | [andy.juengling@cincinnati-oh.gov](mailto:andy.juengling@cincinnati-oh.gov)

**Buildings & Inspections – Zoning**

**Immediate Requirements to move the project forward:**

1. The proposed building types of Mid-Rise and Multi-Plex: Large are not permitted in the current T4N.SF-O Zoning Transect. The City Planning Department is recommending a change to a Planned Development (PD).

**Requirements to obtain permits:**

1. Lot consolidation will be required prior to issuance of building permits.

**Recommendations:**

1. Continue to work with Zoning and City Planning Staff to ensure that the proposed development adheres closely to the requirements and intent of the Land Development Code.

**Contact:**

- **Doug Owen** | Zoning | 513-352-2441 | [douglas.owen@cincinnati-oh.gov](mailto:douglas.owen@cincinnati-oh.gov)

**Metropolitan Sewer District (MSD)**

**Immediate Requirements to move the project forward:**

- None

**Requirements to obtain permits:**

1. Detention will be reviewed by Jeff Chen at [jeff.chen@cincinnati-oh.gov](mailto:jeff.chen@cincinnati-oh.gov) or 513-244-1357 per Section 303 of the MSD Rules and Regulations.
2. An approved site utility plan will be required to receive approved permit.

**Recommendations:**

- None

**Contact:**

- **Jim Wood** | MSD | 513-352-4311 | [jim.wood@cincinnati-oh.gov](mailto:jim.wood@cincinnati-oh.gov)

**Stormwater Management Utility (SMU)**

**Immediate Requirements to move the project forward:**

- None

**Requirements to obtain permits:**

1. Submit calculations, drainage maps, detention section drawings and shop drawings. SMU is ok with design calculation following MSD rules.
2. Submit proposed grading plan: runoff must be contained within sites.
3. C140
  - o Specify pipes materials for all proposed storm lines.
  - o Show buildings downspouts connection to drainage system.
4. Show profiles for outlet pipes in R/W's of Chatham St and Hemlock St. Pipes must be RCP or DIP.
5. Submit an approved Erosion and Sediment control plan.
6. Include SMU's Standard Plan Notes (<https://cincinnati-oh.gov/stormwater/construction-and-design/standards/standard-plan-notes-updated-july-2017/>).



**Recommendation:**

- None

**Contact:**

- **Saidou Wane** | SMU | 513-591-7746 | [Saidou.wane@cincinnati-oh.gov](mailto:Saidou.wane@cincinnati-oh.gov)

**Water Works**

**Immediate Requirements to move the project forward:**

1. At this present time Greater Cincinnati Water Works is in the process of running a flow-tests on the existing public water mains in the area. However, depending on weather, (cold temperatures can cause freezing while conducting the test) it may take some time to receive the flow-test results.
  - a. If the flow in the existing public water mains meet the current fire department fire code for a multi-story apartment building, there the Greater Cincinnati Water Works will have no issues with the proposed development water service branch connections on the existing water mains.
  - b. If the flows in the existing public water mains do not meet the current fire department fire code requirements, the public water mains in the area will need to be upgraded. Greater Cincinnati Water Works will identify the public water main upgrade timeline. If the owner(s)/developer(s) cannot wait on the Greater Cincinnati Water Works public water main upgrade, the owner(s)/developer(s) can replace the public water mains at their expense with Greater Cincinnati Water Works assistance.

**Requirements to obtain permits:**

1. Greater Cincinnati Water Works will not approve any new building permits and water service branch(es) until all conditions are met.
2. Any existing water service branch(es) not to be used for this development, must be properly disconnected at the owner's / developer's expense. Owner would be required to fill out the online FOD form at <https://www.cincinnati-oh.gov/water/engineering-construction/forms-specifications/fod/> authorizing removal of the existing water service branch(es) before any new water service(s) can be sold.

**Recommendations:**

1. If there are existing water service branches on this property is not to be used for this development, they must be properly disconnected at the owner's / developer's expense. Owner would be required to fill out the online FOD form at <https://www.cincinnati-oh.gov/water/engineering-construction/forms-specifications/fod/> authorizing removal of any existing water service branches before any new water service can be sold. Any questions contact 513-591-7837.
2. The Owner/developer must have a licensed plumber that is bonded and certified with GCWW and fill out the Online Branch application <https://www.cincinnati-oh.gov/water/engineering-construction/forms-specifications/> for water service, any questions call (513-591-7836).

**Contact:**

- **Bill Morris** | WaterWorks | 513-591-7858 | [bill.morris@gcww.cincinnati-oh.gov](mailto:bill.morris@gcww.cincinnati-oh.gov)



**Fire Department**

**Immediate Requirements to move the project forward:**

1. Confirm that the closest two hydrants have fire flows of at least 1000 GPM at 20 PSI.

**Requirements to obtain permits:**

1. For this structure confirm that there are at least two fire hydrants that are within 400' from all parts of each structure.
2. Closest hydrants are located at 739 E. McMillan St and 2537 Stanton Avenue.
3. Confirm that the Fire Department Connection is within 50' of a fire hydrant.
4. Use of hydrants and FDC placement is not to block fire apparatus access to the structures.

**Recommendations:**

- None

**Contact:**

- **Fred Prather** | Fire Dept. | 513-357-7595 | [fred.prather@cincinnati-oh.gov](mailto:fred.prather@cincinnati-oh.gov)

**Office of Environment and Sustainability (OES)**

**Immediate Requirements to move forward with project:**

- None

**Requirements to obtain permits:**

1. If this project will need to include a new City permanent utility easement (i.e., water and/or sewer), then these must receive environmental approval.

**Recommendations:**

1. For any existing site buildings due to anticipated age, asbestos, lead based paint, and other hazardous building materials should be surveyed and, if needed, abatement should be conducted following all applicable regulations prior to their demolition.
2. The development goal should be to earn at a minimum the LEED Certified rating level.
3. Rooftop solar should be considered in the design as a renewable energy source.
4. Site parking areas should include electric vehicle charging stations.
5. Bike rack areas should be included in site parking areas.
6. Site areas designated for solid waste collection, such as for trash dumpsters or carts, should also have at least equal space designated for recycling dumpsters or carts in the design.
7. The use of trees in the landscape design should be included to enhance urban forestry.
8. The use of non-impervious surfaces should be maximized to the extent practical in the design.

**Contact:**

- **Howard Miller** | OES | 513-352-6999 | [howard.miller@cincinnati-oh.gov](mailto:howard.miller@cincinnati-oh.gov)

**Police Department**

**Immediate Requirements to move the project forward:**

- None currently.

**Requirements to obtain permits:**

- No Comments.

**Recommendations:**

- None

**Contact:**

- **Matt Hammer** | Police Dept. | 513-478-2257 | [matt.hammer@cincinnati-oh.gov](mailto:matt.hammer@cincinnati-oh.gov)
- **Brandon Kyle** | Police Dept. | 513-564-1870 | [brandon.kyle@cincinnati-oh.gov](mailto:brandon.kyle@cincinnati-oh.gov)
- **Shannon Heine** | Police Dept. | 513-352-2556 | [shannon.heine@cincinnati-oh.gov](mailto:shannon.heine@cincinnati-oh.gov)

**Health Department**

**Immediate Requirements to move the project forward:**

1. No need for Health to review project as proposed.

**Requirements to obtain permits:**

- None

**Recommendations:**

- None

**Contact:**

- **Trisha Blake** | Health Dept. | 513-352-2447 | [trisha.blake@cincinnati-oh.gov](mailto:trisha.blake@cincinnati-oh.gov)

**Department of Transportation & Engineering (DOTE)**

**Immediate Requirements to move the project forward:**

- None

**Requirements to obtain permits:**

1. All sidewalk at 758 McMillan, must be 5' wide with a 5' tree lawn and a 6" curb. All sidewalk is to have a 2% cross slope.
  - o The McMillan building must be set to meet the 6" curb and 2% cross slope design.
2. Stanton Street is scheduled to be rehabilitated in 2020. Coordinate with DOTE on work and schedule.
3. No encroachments, including foundations, are permitted in the right of way.
4. Driveway aprons must meet City Standards.
5. All unused drive apron needs to be removed.
6. All work in the right of way requires a DOTE permit.
7. Addressing to be assigned by [dteaddress@cincinnati-oh.gov](mailto:dteaddress@cincinnati-oh.gov) prior to submitting for building permit.

**Recommendations:**

- None

**Contact:**

- **Morgan Kolks** | DOTE | 513-352-5285 | [morgan.kolks@cincinnati-oh.gov](mailto:morgan.kolks@cincinnati-oh.gov)

**Buildings & Inspections – Buildings**

**Immediate Requirements to move the project forward:**

- None

**Requirements to obtain permits:**

**Review under 2017 Ohio Building Code (BCO)**

1. New buildings shall be constructed on a single parcel of land unless building is designed to address the conditions of building over property lines. Lot consolidation maybe required (OBC 503.1.2, Table 602, 705, 706)
2. Site Plan shall show metes and bounds of property and dimension the location of the building in relation to those property lines. Fire separation distance to adjacent property lines are required to:
  - verify the increase in building area taken due to 30' open perimeter (OBC 506.3)
  - determining the required fire rating of exterior walls (OBC Table 602)
  - determining the maximum allowable openings in exterior walls (OBC Table 705.8)
3. Site plan shall show grading contours or adequate number of spot elevations and finish floor elevations to:
  - verify building height
  - identify any changes in grade elevations where retaining walls, ramps or stairs with edge protection will be required.
4. OBC 508.3 and 508.4 - Code summary for Building #4 shall declare whether the building is separated or non-separated mixed use/occupancy. The reduction of 2 HR separation to 1 HR is only achieved with an NFPA 13 fire suppression system.
5. OBC 504.4 and 506.2 - Building height and area shall be calculated on the most restrictive building use/occupancy.
6. OBC 903.3.1.2 - The amenities space is classified as a place of assembly (A-2) and is not permitted to have its area protected by an NFPA 13R system.
7. OBC 905.3.1 - Verify whether a standpipe will be required for the proposed buildings.
8. OBC 1101.2 - New buildings shall be designed to be accessible.

**Recommendations:**

- None.

**Contact:**

- **John Schueler** | B&I Plans Exam | 513-352-2481 | [john.schueler@cincinnati-oh.gov](mailto:john.schueler@cincinnati-oh.gov)

**Department of Community & Economic Development (DCED)**

**Immediate Requirements to move the project forward:**

- None

**Requirements to obtain permits:**

- None

**Recommendations:**

- None

**Contact:**

- **Marc Von Allmen** | DCED | 513-352-4549 | [marc.vonallmen@cincinnati-oh.gov](mailto:marc.vonallmen@cincinnati-oh.gov)

**Law Department**

**Immediate Requirements to move the project forward:**

- No comments at this time.

**Requirements to obtain permits:**

- None

**Recommendations:**

- None

**Contact:**

- **Charles Martinez** | Law | 513-352-3359 | [charles.martinez@cincinnati-oh.gov](mailto:charles.martinez@cincinnati-oh.gov)

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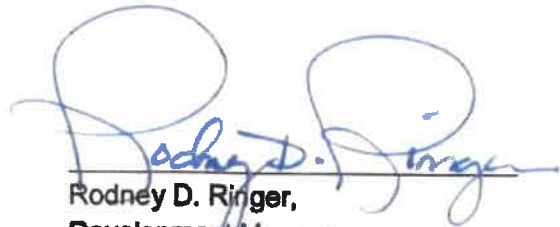
**FINAL ACTION:** The CSR Advisory-TEAM and CSPRO Committee believes that the proposed project plans are moving in the appropriate direction and recommends that the project move forward to City Planning Commission subject to the following condition.

- **The subject development must follow the requirements listed above to ensure that the development meets the requirements of all agencies as they apply for all permits.**

Sincerely,



Art Dahlberg,  
Director of Buildings and Inspections Department  
& CSPRO Committee Chair



Rodney D. Ringer,  
Development Manager

AD:RDR:hs

## POSTE PHASE II – NEIGHBORHOOD INVOLVEMENT

Milhaus is co-developing the Poste Phase II project with the Walnut Hills Redevelopment Foundation (WHRF). Neighborhood conversations with the community have been facilitated by WHRF. The organization has helped the community understand how Poste Phase II fits within the Vision Plan and overall mixed-income housing solution/strategy for the Walnut Hills neighborhood.

- **October 10, 2019 – Introduction to Poste 2 at WHAC Meeting**
  - Presented conceptual program and site plan
- **November 7, 2019 – WHAC Area Intensive meeting #1 (Tax Abatement)**
  - Presented program, site plan and conceptual elevations
- **November 14, 2019 – Tax Abatement approved by WHAC**
- **December 18, 2019 – Abatement approved by City Council**
- **February 13, 2020 – WHAC - Reintroduction to Poste Phase II (Rezoning)**
  - Presented program, updated site plan and elevations similar to those previously presented
- **March 5, 2020 – WHAC - Area Intensive meeting #2 (Rezoning)**
  - Presented same updated site plan and elevations – no substantive comments
- **April 9, 2020 – WHAC – Facebook Live Meeting (Rezoning)**
  - Presented same site plan and elevations, requesting support for rezoning, request denied
    - Primary concerns: market rate nature of the housing; amount of parking on site; miscellaneous subjective exterior design element comments
- **May 4, 2020 - Focus Group #1 via Zoom**
  - WHAC set up a focus group with approximately 10 neighborhood residents and business owners to discuss key concerns identified in April 9<sup>th</sup> meeting. Milhaus and its architect solicited feedback on beneficial changes.
- **May 11, 2020 - Focus Group #2 via Zoom**
  - WHAC set up a focus group with approximately 10 neighborhood residents and business owners to discuss key concerns identified in April 9<sup>th</sup> meeting. Milhaus and its architect solicited feedback on beneficial changes.
- **August 14, 2020 – Zoning Staff Conference**
  - Presented updated elevations to 8 residents in the neighborhood in response to comments from focus groups. Changes included: 10% more parking spaces, 2-bedrooms revised to 1-bedrooms in building #5, building #5 entry point added off Chatham Street, revised fiber cement panel color.
- **September 3, 2020 – WHAC – Area Intensive Meeting #3 (Rezoning)**
  - Presented elevations, renderings, site and building plans similar to those previously presented.
- **September 10, 2020 – WHAC – General Meeting #3 (Rezoning Support Approval)**
  - Committed to clean alley and added a couple 60% AMI units to address the need for affordable housing expressed by the neighborhood in area intensive meeting #3. Letter of support obtained from Neighborhood.
- **November 20, 2020 – Special Planning Commission for Major PD Amendment**
  - Presented neighborhood engagement timeline, site plan and renderings.

Milhaus has solicited feedback from the neighborhood throughout the rezoning process. We are proud the neighborhood voted to support the Poste Phase II development.



area  
council

2640 kemper lane  
cincinnati ohio 45206

[www.wearewalnuthills.org](http://www.wearewalnuthills.org)

October 28, 2020

Cincinnati City Council  
801 Plum Street  
Cincinnati, OH 45202

Delightful Day,

The Walnut Hills Area Council has a process for development projects receiving a letter of support and Milhaus has received letters of support from Walnut Hills Area Council membership in the past for this development. Yet, the first time Milhaus went through the process for this Major Amendment to their Concept Plan and Development Program Statement they did not receive a letter of support.

Milhaus leadership reached out to work with the neighborhood to discuss options to potentially receive an affirmative vote.

Milhaus collaborated with the WHAC, WHBG and WHRF for two focus groups. The outcome of these discussions reflected in their revised proposal:

- Milhaus will facilitate cleanup efforts of Hollander Alley
- The details of Building 5 reconfigured removing the white fiber cement and placing the townhome views and front door off Chatham.
- Landscaping and privacy fencing added – particularly around Divine Daycare
- 2 units within Poste community affordable at 60% AMI or below for 5 years. (The inclusion of these two units very important to the neighborhood)

Milhaus presented a revised proposal at the September 10, 2020 WHAC meeting. Their request for the Walnut Hills Area Council to provide a letter of support for the Major Amendment to their Concept Plan and Development Program Statement rezoning Poste Phase II property to be included in the Poste Phase I Planned Development (PD) district received an affirmative vote.

If there are questions, please contact [president@wearewalnuthills.org](mailto:president@wearewalnuthills.org)

Share your joy,

A handwritten signature in black ink that reads 'K. Gardette'.

Kathryne Gardette  
President, Walnut Hills Area Council

**Palmer, Kira**

---

**From:** Dan Vance <vance\_dan@yahoo.com>  
**Sent:** Thursday, November 5, 2020 11:10 AM  
**To:** Palmer, Kira  
**Subject:** [External Email] Re: Notice of City Planning Commission - 11/20/2020, 9:00 a.m.

**External Email Communication**

Hello,

I've attended these and frankly, it seems a waste of time. Parking continues to be difficult in this area and Poste II simply will make it worse.

Sincerely,

Dan Vance, PhD  
Associate Professor (retired)  
Mathematics Department  
University of Cincinnati

On Thursday, November 5, 2020, 11:05:56 AM EST, Palmer, Kira <kira.palmer@cincinnati-oh.gov> wrote:

Good morning,

Please find the attached notice for the City Planning Commission meeting on Friday, 11/20 at 9 a.m. This notice is for a proposed zone change and Major Amendment to the Concept Plan and Development Program Statement for PD-78, Firehouse Row, in Walnut Hills. You are receiving this email because you attended the staff conference for this item on Monday, 8/24. Notices have also been sent in the mail to property owners within 400' of the subject site.

Please let me know if you have any questions.

Best,  
Kira

**Kira Palmer | Affordable Housing AmeriCorps VISTA**  
City of Cincinnati | Department of City Planning  
Two Centennial Plaza | 805 Central Avenue, Suite 720 | Cincinnati, OH 45202  
[Facebook](#) | [Twitter](#) | [Website](#) | [Plan Cincinnati](#)



**Palmer, Kira**

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**From:** Scott Hand <scothand@gmail.com>  
**Sent:** Wednesday, November 18, 2020 4:48 PM  
**To:** Palmer, Kira  
**Cc:** Kelly Ashton-Hand  
**Subject:** [External Email] Proposed Zoning Change PD-78 Firehouse Row

External Email Communication

Kira,

I will be unable to attend the Planning Commission meeting on Friday, Nov 20 regarding the Planned Development 78, Firehouse Row in Walnut Hills.

As a neighbor who both lives and works in WH, I would like to include a short statement.

While I favor of the increased density that this phase of the project brings, the developer has met with the neighborhood on several occasions with very little fruitful engagement. The developer adjusted the finishes and massing slightly, but failed to address the bigger development issues that the neighborhood brought up repeatedly - affordability, public space, and parking.

My personal biggest grievance on behalf of the proposed design is the devastating plan for parking and driveway access on Hemlock St. On what used to be a dense residential street face, they are proposing over 100' of clear view to more paving and parked cars - against all current zoning guidelines.

If this development moves forward, please find a way to enforce better urban design and parking design standards for me and my neighbors on Hemlock.

Thank you,  
Scott Hand  
2522 May St  
[scothand@gmail.com](mailto:scothand@gmail.com)  
708-539-5511