

ATTACHMENT C

Contract No. _____

Property: 5445 Beechmont

PROPERTY SALE AGREEMENT

This Property Sale Agreement (this “**Agreement**”) is made and entered into on the Effective Date (as defined on the signature page hereof) by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which for purposes of this Agreement is 801 Plum Street, Cincinnati, OH 45202 (the “**City**”) and **MT. WASHINGTON COMMUNITY DEVELOPMENT CORPORATION**, an Ohio non-profit corporation, whose tax mailing address is 6508 Ambar Ave., Cincinnati, Ohio 45230 (“**Purchaser**”).

Recitals:

A. The City owns the real property depicted and described in Exhibit A (Plat - Sale Property) hereto, which is a portion of the public right-of-way known as Beechmont Ave (the “**Sale Property**”).

B. Purchaser owns abutting property located to the south of the Sale Property, identified as Hamilton County Auditor’s Parcel No. 0004-0007-0101 and 0004-0007-0009 through 0013, as depicted on Exhibit A hereto (“**Purchaser’s Property**”), and desires to purchase from the City the Sale Property.

C. The City Manager, in consultation with DOTE, has determined that the Sale Property is not needed for transportation purposes or any other municipal purpose.

D. The City’s Real Estate Services Division has determined, by a professional appraisal, that the fair market value of the Sale Property is \$7,900.00, which purchaser has agreed to pay.

E. The City has determined that eliminating competitive bidding in connection with the City’s sale of the Sale Property is justified because Purchaser and the City own all real property that abuts the Sale Property, and as a practical matter no one other than an abutting property owner would have any use for the Sale Property.

F. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the sale of the Sale Property to Purchaser at its meeting on April 3, 2026.

G. Execution of this Agreement was authorized by Cincinnati City Council by Ordinance No. _____, passed on _____, 2026.

NOW, THEREFORE, the parties agree as follows:

1. Agreement to Sell Sale Property:

(A) Agreement to Sell. Subject to the terms and conditions set forth herein, the City agrees to vacate and sell to the Purchaser, and Purchaser agrees to Purchase from the City, the Sale Property, being a 0.6036 acre tract which is a portion of the City owned property designated as 5445 Beechmont Ave., Cincinnati, Ohio, and Hamilton County, Ohio Auditor’s parcel number 0004-0007-0068, and being more particularly described and depicted in Exhibit A.

(B) Reservation of City Rights. The City’s conveyance of the Sale Property to Purchaser shall be subject to the reservation of 1) a “10’ Sanitary Sewer Easement” on the west end of the Sale Property, being an area of 0.0123 acres, 2) a “Sanitary Sewer Easement” on the east end of the Sale Property, being an area of 0.0075 acres, 3) a storm sewer easement over that portion of the Sale Property described in Exhibit B and 4) easements for those public utility facilities as described in Ohio Revised Code Section 723.041.

- (C) Condition of Sale Property. The City shall convey the Sale Property to Purchaser in “as is” condition. The City makes no representations or warranties to Purchaser with respect to the condition of the Sale Property and, from and after the Closing, the City shall have no liability of any kind to Purchaser for any defects, adverse environmental conditions or any other matters affecting the Sale Property.
- (D) Restrictive Covenant. Purchaser agrees to declare a restrictive covenant on the Sale Property immediately upon closing and conveyance of the Sale Property by the City to Purchaser, which restrictive covenant shall make the Sale Property subject to the same restrictions as the to be consolidated, adjacent property owned by Purchaser. Such restrictive covenant to be in the form as shown in Exhibit D hereto, and to be recorded at the time of recording of the deed by City to Purchaser.

2. Closing.

- (A) Closing Date. Provided the Conditions have been satisfied, the Closing shall take place ____ days after the Effective Date, or on such earlier or later date as the parties may agree upon.
- (B) Closing Costs and Closing Documents. At the Closing, (i) the City shall confirm that Purchaser has paid the Purchase Price in full; (ii) the City shall convey all of its right, title, and interest in and to the Sale Property to Purchaser, subject to the above stated reservations, by *Quitclaim Deed* in the form of Exhibit C; and (iv) Purchaser shall grant and declare the restrictive covenant in the form of Exhibit D. Purchaser shall pay all Hamilton County, Ohio recording fees, transfer tax, and any and all other customary closing costs associated with the Sale Property. There shall be no proration of real estate taxes and assessments at the Closing, and from and after the Closing, Purchaser shall pay all real estate taxes and assessments thereafter becoming due. At the Closing, the parties shall execute a settlement statement and any and all other customary closing documents that are necessary for the Closing, in such forms as are approved by the City and Purchaser. Pursuant to Section 301-20, Cincinnati Municipal Code, at the Closing, Purchaser shall pay to the City any and all unpaid related and unrelated fines, penalties, judgments, water or other utility charges, and any and all other outstanding amounts owed by Purchaser to the City. The provisions of this Agreement shall survive the City’s execution and delivery of the *Quitclaim Deed* and shall not be deemed to have been merged therein.
- (C) Conditions. The closing on the City’s sale of the Sale Property to Purchaser (the “**Closing**”) shall not occur unless and until the following conditions have been satisfied (the “**Conditions**”); *provided however*, that if the City, in its sole discretion, determines that one or more of the Conditions would be more appropriately handled at Closing or post-Closing, the City may, if appropriate, include such Conditions in the City’s *Quitclaim Deed* to Purchaser or handle such Conditions post-Closing. Purchaser shall perform all work and investigations and shall obtain and prepare all necessary documents pertaining to the satisfaction of the Conditions, at no cost to the City, including the vacation plat necessary for the vacation of the property prior to sale.
- (i) Title & Survey: Purchaser’s approval of title to the Sale Property and, if obtained by Purchaser, an ALTA property survey of the Sale Property;
 - (ii) Inspections, Utilities & Zoning/Building Code Requirements: Purchaser’s approval of inspections of the Sale Property, including without limitation environmental assessments and soil assessments, all matters pertaining to utility service for the Sale Property, and all zoning and building code requirements that are applicable to the Sale Property;
 - (iii) Coordinated Report Conditions (CR #58-2025): The following conditions shall apply as required by the relevant City department or affiliate:
 - (a) Cincinnati Department of Transportation and Engineering (“DOTe”):

- i. Upon completion of closing, Purchaser shall consolidate any parcels which do not have legal street frontage as a result of this transaction.
 - ii. Prior to closing, Purchaser shall submit property subdivision, right-of-way dedication, right-of-way improvement plans and private property development plans to DOTE for review and approval.
 - iii. Proceeds from the sale of the Sale Property shall be deposited into Property Management Fund 209 to pay the fees for services provided by the City's Real Estate Services Division in connection with the sale, and the City's Finance Director is hereby authorized to deposit amount in excess thereof, if any, into the unappropriated surplus of Miscellaneous Permanent Improvement Fund 757. The City's Finance Director is authorized to transfer and appropriate the proceeds from the sale of the Sale Property, net of real estate service fees, from the unappropriated surplus of Miscellaneous Permanent Improvement Fund 757 to Capital Improvement Program Project Account no. 980x233x262306.
- (b) Cincinnati Department of Planning and Engagement ("Planning"):
- i. Purchaser shall obtain approval for all zoning relief needed for the proposed site design and new construction prior to closing.
- (c) Cincinnati Department of Buildings and Inspections ("B&I")
- i. A Coordinated Site Review is completed, with recommendation for approval.
 - ii. Purchaser shall provide B&I with a geotechnical analysis, including site borings completed and preliminary solutions provided, to establish an understanding of any needed excavation solutions.
 - iii. Purchaser shall provide the City a proposed consolidation plat, consolidating the Sale Property with all abutting properties owned by Purchaser.
 - iv. No building permits shall be issued for the Sale Property, or abutting properties owned by Purchaser, prior to the consolidation referenced above.

(D) Right to Terminate. If either party determines, after exercising reasonable good faith efforts, that any of the Conditions are not or cannot be satisfied within a reasonable period of time, such party shall have the right to terminate this Agreement by giving written notice thereof to the other party, whereupon this Agreement and all rights and obligations of the parties hereunder shall terminate. If all of the Conditions have not been satisfied to the satisfaction of both parties or waived in writing and for that reason the Closing has not occurred within ninety (90) days after the Effective Date, this Agreement and all rights and obligations of the parties hereunder shall automatically terminate. Notwithstanding the foregoing, Purchaser may request, and shall be granted, an additional sixty (60) days to complete Closing prior to this Agreement terminating, provided that Purchaser makes such request in writing prior to expiration of the aforementioned ninety (90) day period.

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

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

(i) Purchaser is a corporation duly organized and validly existing under the laws of the United States of America, is authorized to transact business in the State of Ohio, has properly filed all certificates and reports required to be filed by it under the laws of the State of Ohio, and is not in violation of any laws relevant to the transactions contemplated by this Agreement.

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

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

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

(v) Purchaser shall give prompt notice in writing to the City of the occurrence or existence of any litigation, labor dispute or governmental proceedings or investigation affecting Purchaser that could reasonably be expected to interfere substantially or materially and adversely to affect its financial condition or its purchase of the Sale Property.

(vi) The statements made in the documentation provided by Purchaser to the City have been reviewed by Purchaser and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make such statements in light of the circumstances under which they were made.

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

5. General Provisions.

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

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

(C) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the City of Cincinnati and the State of Ohio. All actions regarding this Agreement shall be brought in the Hamilton County Court of Common Pleas and Purchaser agrees that venue in such court is proper. Purchaser hereby waives trial by jury with respect to any and all disputes arising under this Agreement.

(D) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by and against the parties and their respective successors and assigns. Purchaser shall not assign its rights or obligations under this Agreement without the prior written consent of the City, which may be withheld in the City's sole discretion, and any attempt to do so without the City's consent shall, at the City's option, render this Agreement null and void.

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

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

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

(H) Brokers. Purchaser represents to the City that Purchaser has not dealt with any real estate brokers and agents in connection with its purchase of the Sale Property.

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

(J) Conflict of Interest. No officer, employee or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the property sale and property purchase shall have any personal financial interest, direct or indirect, in the property sale and property purchase and Purchaser shall take appropriate steps to assure compliance.

(K) Administrative Actions. To the extent permitted by applicable laws, and unless otherwise expressly provided in this Agreement, all actions taken or to be taken by the City under this Agreement may be taken by administrative action and shall not require legislative action of the City beyond the legislative action authorizing the execution of this Agreement.

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

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

Exhibit A – *Legal Description and Plat – Sale Property*

Exhibit B – *Storm Sewer Easement Description*

Exhibit C – *Form of Quitclaim Deed*

Exhibit D – *Form of Restrictive Covenant*

Executed by the parties on the dates indicated below their respective signatures, effective as of the latest of such dates (the “**Effective Date**”).

MT. WASHINGTON COMMUNITY DEVELOPMENT CORPORATION,
an Ohio not for profit corporation

By: _____

Printed Name: _____

Title: _____

Date: _____, 2026

[City signatures on the following page]

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

Date: _____, 2026

Recommended by:

Greg Long, Interim Director
Department of Transportation and Engineering

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Steve Webb, City Finance Director

EXHIBIT A

Legal Description and Plat – Sale Property

Description for: Sieber – 125 & Ranchvale

Location: Beechmont Avenue & Ranchvale Drive – 0.6036 Acres

Situate in M.S. No. 2204, City of Cincinnati, Hamilton County, Ohio, being part of Beechmont Avenue right of way as dedicated in Beechview Estates Subdivision Block A as recorded in Plat Book 9, Page 23 & 24 of the Registered Land Records of Hamilton County, Ohio and being more particularly described as follows:

BEGINNING at a set iron pin at the intersection of the south right of way line of Beechmont Avenue and the west right of way line of Ranchvale Drive, said point also being the northeast corner of Lot 4 of Beechview Estates Subdivision Block E as recorded in Plat Book 23, Pages 23 & 24 of the Registered Land Records of Hamilton County, Ohio;

Thence along the south line of said Beechmont Avenue and in part and along the north line of Lot 4 of said Beechview Estates Subdivision Block E and the north line of Beechview Estates Subdivision Block A as recorded in Plat Book 9, Pages 23 & 24, along a curve deflecting to the left, having a radius of 1312.69 feet, an arc length of 225.42 feet, a delta angle of 09°50'20", and being subtended by a chord bearing North 77°12'02" West, 225.14 feet to a set iron pin;

Thence continuing along the north line of said Beechview Estates Subdivision Block A and the south line of said Beechmont Avenue, North 82°07'12" West, 255.65 feet to a point in the east line of Lot 14 of said Beechview Estates Subdivision Block A, referenced by an existing 5/8" iron at 1.00 feet North and 0.52 feet East;

Thence in part and along the east line of Lot 14 of said Beechview Estates Subdivision Block A and a new right of way line, North 07°52'48" East, 53.73 feet to a set iron pin;

Thence along new right of way lines the following five (5) courses:

1. South 82°07'12" East, 354.53 feet to a set iron pin,
2. Along a curve deflecting to the right, having a radius of 1237.05 feet, an arc length of 108.65 feet, a delta angle of 05°01'57", and being subtended by a chord bearing South 77°50'40" East, 108.62 feet to a set iron pin,
3. South 14°40'19" West, 26.82 feet to a set iron pin,
4. South 76°17'34" East, 24.41 feet to a set iron pin,
5. South 14°14'18" West, 36.06 feet to the **POINT OF BEGINNING.**

CONTAINING 0.6036 ACRES. Together with and subject to all easements of record.

All iron pins set are 5/8" X 30" rebar with cap stamped "G.J. BERDING SURVEYING, INC".

Prepared by G.J. BERDING SURVEYING, INC. on October 8, 2025. Based on a plat of survey prepared by G.J. BERDING SURVEYING, INC. on October 8, 2025.

The above-described parcel being part of Beechmont Avenue right of way dedicated in Beechview Estates Subdivision Block A as recorded in Plat Book 9, Page 23 & 24 of the Registered Land Records of Hamilton County, Ohio, also Ordinance No. 93-1961.


Gerard J. Berding, P.S. 6880

10/8/2025
Date



EXHIBIT B
Storm Sewer Easement

Description for: STORM SEWER EASEMENT

Location: Beechmont Avenue & Ranchvale Drive – 0.4172 Acres

Situate in M.S. No. 2204, City of Cincinnati, Hamilton County, Ohio, being part of Hamilton County Auditor's Parcel 0004-0007-____ conveyed to Mt. Washington Community Development Corporation in Official Record _____, Page ____ of the Hamilton County Ohio Recorder's Office, and being more particularly described as follows:

BEGINNING at an existing iron pin stamped GJBSI in the south line of Beechmont Avenue, being the northwest corner of a 0.6036 acre tract conveyed to Mt. Washington Community Development Corporation in Official Record _____, Page ____ of the Hamilton County Recorder's Office;

Thence with the said south line of Beechmont Avenue, the following five (5) courses:

1. South 82°07'12" East, 354.53 feet,
2. Along a curve deflecting to the right, having a radius of 1237.05 feet, an arc length of 108.65 feet, a delta angle of 05°01'57", and being subtended by a chord bearing South 77°50'40" East, 108.62 feet,
3. South 14°40'19" West, 26.82 feet,
4. South 76°17'34" East, 24.41 feet,
5. South 14°14'18" West, 36.06 feet to the northeast corner of Lot 4 of Beechview Estates Subdivision Block E as recorded in Registered Land Plat Book 23, Pages 23-24 of the Hamilton County Recorder's Office;

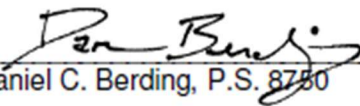
Thence with the north line of said Lot 4, along a curve deflecting to the left, having a radius of 1312.69 feet, an arc length of 36.95 feet, a delta angle of 01°36'46", and being subtended by a chord bearing North 73°05'15" West, 36.95 feet;

Thence thru the lands of the grantor the following five (5) courses:

1. North 55°48'39" West, 42.63 feet;
2. North 64°33'46" West, 37.75 feet;
3. North 81°09'13" West, 156.27 feet;
4. North 83°00'36" West, 170.48 feet;
5. North 57°54'18" West, 46.66 feet to the east line of Lot 14 of Beechview Estates Subdivision Block A as recorded in Registered Land Plat Book 9, Pages 23-24 of the Hamilton County Recorder's Office;

Thence in part with the said east line of Lot 14 and in part with the south line of Beechmont Avenue, North 07°52'48" East, 17.83 feet to the **POINT OF BEGINNING;**
CONTAINING 0.4172 ACRES.

Prepared by G.J. BERDING SURVEYING, INC. on May 29, 2026. Based on a plat of survey prepared by G.J. BERDING SURVEYING, INC. on October 8, 2025.


Daniel C. Berding, P.S. 8750

5/29/2026
Date



EXHIBIT C

Quitclaim Deed- Sale Property

[SPACE ABOVE RESERVED FOR RECORDER]

QUITCLAIM DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the “**City**”), for valuable consideration paid, hereby grants and conveys to **MT. WASHINGTON COMMUNITY DEVELOPMENT CORPORATION**, an Ohio not for profit corporation, whose tax mailing address is 6508 Ambar Ave., Cincinnati, Ohio 45230, (“**Grantee**”), all of the City’s right, title and interest in and to the real property described on Exhibit A (*Legal Description*) hereto (the “**Property**”).

Property Address: 5445 Beechmont Avenue
Auditor’s Parcel ID No.: out of 0004-0007-0068
Prior instrument reference: Plat Book 9, Page 23-24 Hamilton County, Ohio Records.

Easement reservation. The City hereby reserves and creates 1) a “10’ Sanitary Sewer Easement” on the west end of the Property, being an area of 0.0123 acres as depicted on Exhibit B hereto 2) a “Sanitary Sewer Easement” on the east end of the Property, being an area of 0.0075 acres as depicted on Exhibit B hereto, 3) a “storm sewer easement over that portion of the Property described in Exhibit C hereto (collectively the “**Easement**” or “**Easement Areas**”, for the construction, perpetual maintenance, reconstruction, repair and operation of sanitary and storm sewers as applicable, and related appurtenances (the “**Sewer Facilities**”), including the right to enter and re-enter upon the Property to access the easement area and the Sewer Facilities.

No building, structure or improvement of any kind which may interfere with access to said Sewer Facilities shall be placed in or upon the Easement Areas, except for such items as recreational surfaces, paved areas for parking lots, driveways, or other surfaces used for ingress and egress, trees, shrubbery, fences, landscaping or other similar items being natural or artificial.

Any of the aforesaid surfaces, paved areas, plants, trees, shrubbery, fences, landscaping or other similar items which may be placed upon the Easement Areas shall be so placed at the sole expense and risk of the grantee, or their successors or assigns, and the City shall not be responsible to any present owners of the property or to their heirs, executors, administrators, successors or assigns, for the condition, damage to or replacement of any of the aforesaid improvements or items, or any other items placed upon the Easement Area. All structures shall be kept not less than three (3) feet outside the boundary line of the Easement Area nearest the site of the proposed structure.

Further subject to all any and all easements which may be reserved for public utility facilities in accordance with Ohio Revised Code Section 723.041.

Covenants to "Run with the Land". All of the easements, covenants and restrictions stated above shall "run with the land" and be binding upon Grantee and its successors-in-interest with respect to the Property.

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

Executed on _____, 2026.

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of __, 2026 by Sheryl M. M. Long, the City Manager of the City of Cincinnati, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public:
My commission expires: _____

Approved by:

Greg Long, Interim Director
Department of Transportation and Engineering

Approved as to Form:

Assistant City Solicitor

This instrument prepared by:

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

EXHIBIT A
to Quitclaim Deed
Legal Description-the Property

Description for: Sieber – 125 & Ranchvale

Location: Beechmont Avenue & Ranchvale Drive – 0.6036 Acres

Situate in M.S. No. 2204, City of Cincinnati, Hamilton County, Ohio, being part of Beechmont Avenue right of way as dedicated in Beechview Estates Subdivision Block A as recorded in Plat Book 9, Page 23 & 24 of the Registered Land Records of Hamilton County, Ohio and being more particularly described as follows:

BEGINNING at a set iron pin at the intersection of the south right of way line of Beechmont Avenue and the west right of way line of Ranchvale Drive, said point also being the northeast corner of Lot 4 of Beechview Estates Subdivision Block E as recorded in Plat Book 23, Pages 23 & 24 of the Registered Land Records of Hamilton County, Ohio;

Thence along the south line of said Beechmont Avenue and in part and along the north line of Lot 4 of said Beechview Estates Subdivision Block E and the north line of Beechview Estates Subdivision Block A as recorded in Plat Book 9, Pages 23 & 24, along a curve deflecting to the left, having a radius of 1312.69 feet, an arc length of 225.42 feet, a delta angle of 09°50'20", and being subtended by a chord bearing North 77°12'02" West, 225.14 feet to a set iron pin;

Thence continuing along the north line of said Beechview Estates Subdivision Block A and the south line of said Beechmont Avenue, North 82°07'12" West, 255.65 feet to a point in the east line of Lot 14 of said Beechview Estates Subdivision Block A, referenced by an existing 5/8" iron at 1.00 feet North and 0.52 feet East;

Thence in part and along the east line of Lot 14 of said Beechview Estates Subdivision Block A and a new right of way line, North 07°52'48" East, 53.73 feet to a set iron pin;

Thence along new right of way lines the following five (5) courses:

1. South 82°07'12" East, 354.53 feet to a set iron pin,
2. Along a curve deflecting to the right, having a radius of 1237.05 feet, an arc length of 108.65 feet, a delta angle of 05°01'57", and being subtended by a chord bearing South 77°50'40" East, 108.62 feet to a set iron pin,
3. South 14°40'19" West, 26.82 feet to a set iron pin,
4. South 76°17'34" East, 24.41 feet to a set iron pin,
5. South 14°14'18" West, 36.06 feet to the **POINT OF BEGINNING.**

CONTAINING 0.6036 ACRES. Together with and subject to all easements of record.

All iron pins set are 5/8" X 30" rebar with cap stamped "G.J. BERDING SURVEYING, INC".

Prepared by G.J. BERDING SURVEYING, INC. on October 8, 2025. Based on a plat of survey prepared by G.J. BERDING SURVEYING, INC. on October 8, 2025.

The above-described parcel being part of Beechmont Avenue right of way dedicated in Beechview Estates Subdivision Block A as recorded in Plat Book 9, Page 23 & 24 of the Registered Land Records of Hamilton County, Ohio, also Ordinance No. 93-1961.


Gerard J. Berding, P.S. 6880

10/8/2025
Date



EXHIBIT C

Description for: STORM SEWER EASEMENT

Location: Beechmont Avenue & Ranchvale Drive – 0.4172 Acres

Situate in M.S. No. 2204, City of Cincinnati, Hamilton County, Ohio, being part of Hamilton County Auditor's Parcel 0004-0007-____ conveyed to Mt. Washington Community Development Corporation in Official Record _____, Page ____ of the Hamilton County Ohio Recorder's Office, and being more particularly described as follows:

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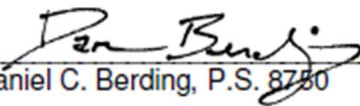
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1. North 55°48'39" West, 42.63 feet;
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3. North 81°09'13" West, 156.27 feet;
4. North 83°00'36" West, 170.48 feet;
5. North 57°54'18" West, 46.66 feet to the east line of Lot 14 of Beechview Estates Subdivision Block A as recorded in Registered Land Plat Book 9, Pages 23-24 of the Hamilton County Recorder's Office;

Thence in part with the said east line of Lot 14 and in part with the south line of Beechmont Avenue, North 07°52'48" East, 17.83 feet to the **POINT OF BEGINNING;**
CONTAINING 0.4172 ACRES.

Prepared by G.J. BERDING SURVEYING, INC. on May 29, 2026. Based on a plat of survey prepared by G.J. BERDING SURVEYING, INC. on October 8, 2025.


Daniel C. Berding, P.S. 8750

5/29/2026
Date



EXHIBIT D
to Property Sale Agreement
Form of Restrictive Covenant

-----SPACE ABOVE FOR RECORDER-----

AMENDMENT TO RESTRICTIVE COVENANT

THIS AMENDMENT TO RESTRICTIVE COVENANT (this “**Amendment**”) is made this ____ day of _____, 2026, by MT. WASHINGTON COMMUNITY DEVELOPMENT CORPORATION, an Ohio not for profit corporation, whose tax mailing address is 6508 Ambar Ave., Cincinnati, Ohio 45230 (“**Developer**”), for the benefit of the CITY OF CINCINNATI, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the “**City**”) and HOMEBASE CINCINNATI, an Ohio not for profit corporation, whose address is 151 W. 4th Street, Box 29, Cincinnati, Ohio 45202 (“**Homebase**”).

Recitals:

A. By virtue of a Quitclaim Deed from the City, as recorded at Hamilton County, Ohio OR _____, Page _____, Developer owns the real property described in Exhibit A attached hereto (the “**Acquired Property**”).

B. By virtue of a General Warranty Deed from A-K Beechmont, LLC, an Ohio limited liability company, dated October 25, 2024 and recorded at Hamilton County, Ohio Official Record 15282, Page 848, Developer owns real estate adjacent to the Acquired Property as described in Exhibit B attached hereto (the “**Prior Owned Property**”).

C. Developer has consolidated the Acquired Property and the Prior Owned Property, such Acquired Property and Prior Owned Property together being now the “**Property**” as described in Exhibit C.

D. Developer previously executed a *Restrictive Covenant*, which is dated October 25, 2024 and recorded at Hamilton County, Ohio Official Record 15282, Page 1036, (the “**Restrictive Covenant**”) relating to a *Grant Agreement* between Developer and Homebase, which Restrictive Covenant prohibited the sale or transfer of any interest in the Prior Owned Property without the written consent of the City.

E. As a condition of the City’s vacation and sale of the Acquired Property to Developer, Developer agreed to execute and record this Amendment which shall make the entirety of the Property subject to the restrictions stated in the Restrictive Covenant.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer does hereby declare that the Restrictive Covenant is hereby amended as follows:

The definition of the “Property” in the Restrictive Covenant shall be amended such that the Property is that which is described in the attached Exhibit A.

All other terms and conditions of the Restrictive Covenant shall remain as stated in the original document.

Remainder of this page intentionally left blank. Signatures follow.

Executed on the dates of acknowledgement set forth below.

MT. WASHINGTON COMMUNITY DEVELOPMENT CORPORATION,
an Ohio not for profit corporation

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by _____, the _____ of **MT. WASHINGTON COMMUNITY DEVELOPMENT CORPORATION**, an Ohio not for profit corporation, on behalf of said corporation.

Notary Public
My commission expires: _____

Acknowledged and consented to by:

THE CITY OF CINCINNATI
an Ohio municipal corporation

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by _____, the _____ of **The City of Cincinnati, Ohio**, an Ohio municipal corporation, on behalf of said corporation.

Notary Public
My commission expires: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this _____ day of _____,
2026 by _____, the _____ of **Homebase
Cincinnati**, an Ohio not for profit corporation, on behalf of said corporation.

Notary Public
My commission expires: _____

Approved as to Form:

Assistant City Solicitor

This instrument prepared by:

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

EXHIBIT A
Property – Legal Description

INSERT CONSOLIDATED LEGAL DESCRIPTION