

City of Cincinnati

CHM

AWB

An Ordinance No. _____ - 2020

AUTHORIZING the City Manager to execute a *Property Sale Agreement* with BMC Vision, LLC for the sale of City-owned real property located at the southeast corner of the intersection of Bloor Avenue and Beechmont Circle in the Linwood neighborhood of Cincinnati.

WHEREAS, the City owns certain real property located at the southeast corner of the intersection of Bloor Avenue and Beechmont Circle, as more particularly described and depicted in the *Property Sale Agreement* attached to this ordinance as Attachment A (the “Sale Property”), which is under the management and control of the City’s Department of Transportation and Engineering (“DOTE”); and

WHEREAS, BMC Vision, LLC (“Developer”) desires to purchase the Sale Property from the City, for consolidation with certain abutting real property that Developer owns or otherwise controls to facilitate the commercial redevelopment of the larger tract into residential rental units; and

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

WHEREAS, pursuant to Section 331-1 of the Cincinnati Municipal Code, the City may sell real property that is not needed for municipal purposes; and

WHEREAS, the City Manager, being the officer having the custody and control of the Sale Property, and upon consultation with DOTE, has determined that the Sale Property is not needed for transportation or any other municipal purpose; and

WHEREAS, the City’s Real Estate Services Division has determined, by professional appraisal, that the approximate fair market value of the Sale Property is \$29,000, which Developer has agreed to pay; and

WHEREAS, pursuant to Section 331-5 of the Cincinnati Municipal Code, Council may authorize the sale of City-owned real property without competitive bidding in those cases in which it determines that it is in the best interest of the City; and

WHEREAS, City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the sale of the Sale Property at its meeting on July 17, 2020; now, therefore,

BE IT ORDAINED by the Council of the City of Cincinnati, State of Ohio:

Section 1. That the City Manager is hereby authorized to execute a *Property Sale Agreement* with BMC Vision, LLC (“Developer”), in substantially the form attached to this ordinance as Attachment A, pursuant to which the City of Cincinnati will sell to Developer approximately 0.1214 acres of City property located at the southeast corner of the intersection of Bloor Avenue and Beechmont Circle (the “Sale Property”), for assemblage with Developer’s adjoining property.

Section 2. That the Sale Property is not needed for transportation or any other municipal purpose.

Section 3. That the fair market value of the Sale Property, as determined by appraisal by the City’s Real Estate Services Division, is approximately \$29,000, which Developer has agreed to pay.

Section 4. That eliminating competitive bidding in connection with the City’s sale of the Sale Property is in the best interest of the City because the City desires to sell the Sale Property to Developer to facilitate the commercial redevelopment of Developer’s adjoining property into residential rental units, providing the City with quality housing, jobs, and other economic and non-economic benefits.

Section 5. That the proceeds from the sale of the Property, if any, 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 that the City’s Finance Director is hereby authorized to deposit amounts in excess amount thereof into Miscellaneous Permanent Improvement Fund 757.

Section 6. That the City’s Finance Director is authorized to transfer and appropriate such excess funds from Miscellaneous Permanent Improvement Fund 757 into Capital Improvement Program Project Account No. 980x233x202306, “Street Improvements.”

Section 7. That the City Manager and other City officials are hereby authorized to take all necessary and proper actions to carry out the provisions of this ordinance and the *Property Sale Agreement*, including, without limitation, executing any and all other ancillary agreements, plats, deeds, easement agreements, affidavits, closing statements, and other documents.

Section 8. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2020

John Cranley, Mayor

Attest: _____
Clerk

ATTACHMENT A

Contract No. _____

Property: sale of property:
Bloor Ave. at Beechmont Cir.

PROPERTY SALE AGREEMENT

This Property Sale Agreement ("**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; Attention: Real Estate (the "**City**"), and **BMC VISION, LLC**, an Ohio limited liability company, the address of which is 1009 Delta Avenue, Cincinnati, OH 45226 ("**Purchaser**").

Recitals:

A. The City owns a vacant tract of land located at the southeast corner of the intersection of Bloor Avenue and Beechmont Circle, as more particularly described on Exhibit A – (Legal Description) (the "**Sale Property**"), which is under the management and control of the City's Department of Transportation and Engineering ("**DOT**").

B. Purchaser owns land adjoining the Sale Property, as depicted on Exhibit B (Site Survey) hereto ("**Purchaser's Property**"), which Purchaser desires to develop for commercial use.

C. To facilitate and enhance the development of Purchaser's Property, Purchaser desires to purchase the Sale Property from the City, containing approximately 0.1214 acres, as depicted on Exhibit B hereto.

D. The City has determined that the Sale Property is not needed for transportation or any other municipal purpose.

E. The City's Real Estate Services Division has determined, by a professional appraisal, that the fair market value of the Sale Property is \$29,000, which Purchaser has agreed to pay.

F. The City has determined that eliminating competitive bidding in connection with the City's sale of the Sale Property is justified because Purchaser owns the abutting property and intends to utilize the Sale Property to enhance the development of its adjacent property, which, when redeveloped, will provide economic benefits to the City.

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

H. 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 July 17, 2020.

I. Execution of this Agreement was authorized by Cincinnati City Council by Ordinance No. []-2020, passed on [], 2020.

NOW, THEREFORE, the parties agree as follows:

1. **Purchase Price.** Subject to the terms and conditions set forth herein, the City hereby agrees to sell the Sale Property to Purchaser, and Purchaser hereby agrees to purchase the Sale Property from the City, for a purchase price of \$29,000 (the "**Purchase Price**"). Purchaser acknowledges that it is familiar with the condition of the Sale Property and, at Closing (as defined below), 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 condition, or any other matters affecting the Sale Property.

2. Real Estate Closing.

(A) Closing 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 "Closing 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.

- (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 (or waiver) of [x] inspections of the Sale Property, including without limitation environmental assessments and soil assessments, to the extent Purchaser, at its option, elects to obtain such inspections, [y] all matters pertaining to utility service for the Sale Property, and [z] all zoning and building code requirements that are applicable to the Sale Property;
- (iii) Plats, Legal Descriptions, and Deeds: Purchaser shall have provided the City with all plats and legal descriptions as required by DOTE, the Department of City Planning, and the Hamilton County Auditor and Recorder in connection with the City's sale of the Sale Property, including a new legal description of the Sale Property, and the parties shall work cooperatively to accomplish, at no expense to the City, the following: [x] the filing with the Hamilton County Auditor and Recorder a *City-to-City Quitclaim Deed*, in substantially the form attached as Exhibit C - (Form of Quitclaim Deed – Split of Consolidated Parcels) hereto, for the purpose of isolating existing City property located east of Bloor Avenue from City property located west of Bloor Avenue, [y] the filing with the Hamilton County Auditor and Recorder a consolidation plat to reconsolidate the City property east of Bloor Avenue, and [z] a survey and legal description of the Sale Property to facilitate the transfer of the Sale Property to Purchaser as an "adjoining lot owner" pursuant to Ohio Revised Code Section 711.001(B)(1) and City of Cincinnati Subdivision Regulation 100-07(d);
- (iv) Coordinated Report Conditions (CR #47-2019):

(a) DOTE:

(1) DOTE does not object to a contract for the purchase of the excess right-of-way from the City, with a contingency that the City can terminate the contract if the plans for the Eastern Corridor require use of the property. Closing would only occur after the final location is set. Final ODOT report expected in Spring of 2020.

(2) The existing utilities must be granted easements or relocated at petitioner's expense.

(3) No Auditor's parcels shall be landlocked by this vacation/sale. If possible, potential landlocked parcels should be consolidated with parcels having legal street frontage.

(4) A DOTE street opening permit, obtained by a DOTE licensed street contractor, is required for all private improvements in the public right-of-way. All improvements in the public right-of-way must be built to City standards, policies and guidelines. Application for permits may be made at Room 425, City Hall, 801 Plum Street. Please note that plan drawings (2 sets), to be reviewed by DOTE, must be attached to the permit application.

(b) Duke Energy: Duke Energy has a gas main along Bloor and requires free access to those facilities at all times.

(c) Buildings and Inspections: Application for proposed future development shall be submitted for Coordinated Site Review at a Development Review level.

(B) Right to Terminate. If either party determines, after exercising reasonable good faith efforts, that any of the Conditions are not or cannot be satisfied within a reasonable period 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 **120 days** after the Effective Date, this Agreement and all rights and obligations of the parties hereunder shall automatically terminate.

(C) Real Estate Closing Date. Provided the Closing Conditions have been satisfied, the Closing shall take place approximately **150 days** after the Effective Date, or on such earlier or later date as the parties may agree upon.

(D) Closing Costs and Closing Documents. At the Closing, (i) Purchaser shall pay the Purchase Price in full, and (ii) the City shall convey all of its right, title and interest in and to the Sale Property to Purchaser by *Quitclaim Deed* in the form of Exhibit D – (Form of Quitclaim Deed). Purchaser shall pay all Hamilton County, Ohio recording fees, transfer tax, and any and all other customary closing costs associated with the Closing. There shall be no proration of real estate taxes and assessments at Closing, and from and after the Closing, Purchaser shall pay all real estate taxes and assessments thereafter becoming due. At Closing, the parties shall execute a settlement statement and any and all other customary closing documents that are necessary for the Closing, in such forms as are approved by the City. The City shall not however be required to execute a title affidavit at Closing. The provisions of this Agreement shall survive the City's execution and delivery of the *Quitclaim Deed* and shall not be deemed to have been merged therein.

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 an Ohio limited liability company duly organized and validly existing under the laws of the State of Ohio, 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.

(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 Purchaser's organizational documents, 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 that could reasonably be expected to interfere substantially with its normal operations or materially and adversely affect its financial condition or its purchase of the Sale Property.

(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 with its normal operations or materially and adversely affect its financial condition or its purchase of the Sale Property.

(vi) The statements made in the documentation provided by Purchaser to the City that are descriptive of Purchaser or its facility 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, not misleading.

(vii) Neither Purchaser nor any of its affiliates owes 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 shall have any personal financial interest, direct or indirect, in Purchaser or in the property sale, 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.

6. **Exhibits.** The following exhibits are attached hereto and made a part hereof:
Exhibit A – *Legal Description*
Exhibit B – *Site Survey*
Exhibit C – *Form of Quitclaim Deed – Split of Consolidated Parcels*
Exhibit D – *Form of Quitclaim Deed*

SIGNATURE PAGE FOLLOWS

Executed by the parties on the dates indicated below their respective signatures, effective as of the later of such dates (the "Effective Date").

BMC VISION, LLC,
an Ohio limited liability company

By: _____

Printed name: _____

Title: _____

Date: _____, 2020

CITY OF CINCINNATI

By: _____
Paula Boggs-Muething, Interim City Manager

Date: _____, 2020

Recommended by:

John Brazina
Director, Department of Transportation and Engineering

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

EXHIBIT A
to Property Sale Agreement

Legal Description

SITUATE IN THE CITY OF CINCINNATI, HAMILTON COUNTY, OHIO BEING PART OF LOTS 16 THRU 19 OF THE LINWOOD REALTY COMPANY'S SUBDIVISION AS RECORDED IN PLAT BOOK 16, PAGE 53 OF THE HAMILTON COUNTY, OHIO RECORDS AND BEING PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING ½" IRON PIN AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF BLOOR STREET WITH THE NORTHERLY RIGHT OF WAY OF BEECHMONT COURT; THENCE ALONG THE EASTERLY RIGHT OF WAY OF BLOOR STREET, NORTH 29°29'25" EAST, 317.69 FEET TO A SET ⅝" IRON PIN AND CAP (#7862) AND THE REAL PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE CONTINUING ALONG THE EASTERLY RIGHT OF WAY OF BLOOR STREET, NORTH 29°29'25" EAST, 16.14 FEET A SET ⅝" IRON PIN AND CAP (#7862); THENCE ALONG A NEW DIVISION LINE, THE FOLLOWING TWO COURSES AND DISTANCES, ALONG A CURVE DEFLECTING TO THE RIGHT, HAVING A RADIUS OF 10.00 FEET, A DISTANCE OF 16.05 FEET, THE CHORD OF SAID CURVE BEARS NORTH 75°27'37" EAST, 14.38 FEET TO A SET ⅝" IRON PIN AND CAP (#7862); THENCE SOUTH 58°34'11" EAST, 102.17 FEET TO A SET ⅝" IRON PIN AND CAP (#7862) AT THE NORTHWEST CORNER OF THE PROPERTY AS CONVEYED TO BMC VISION LLC IN OFFICIAL RECORD 13937, PAGE 2755 (PARCEL B) OF THE HAMILTON COUNTY, OHIO RECORDS; THENCE ALONG THE WESTERLY LINE OF SAID BMC VISION TRACT, SOUTH 27°02'42" WEST, 67.49 FEET TO A SET ⅝" IRON PIN AND CAP (#7862) AT THE NORTHEAST CORNER OF THE PROPERTY AS CONVEYED TO BMC VISION LLC IN OFFICIAL RECORD 13999, PAGE 1914 OF THE HAMILTON COUNTY, OHIO RECORDS; THENCE LEAVING THE WESTERLY LINE OF FIRST MENTIONED BMC VISION TRACT (PARCEL B), ALONG THE NORTHERLY LINE OF LAST MENTIONED BMC VISION TRACT AND THE NORTHERLY LINE OF THE PROPERTY AS CONVEYED TO BMC VISION LLC IN OFFICIAL RECORD 13937, PAGE 2755 (PARCEL F), NORTH 39°18'00" WEST, 123.71 FEET TO THE PLACE OF BEGINNING.

THUS CONTAINING 0.1214 ACRES OF LAND AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

BEARINGS USED IN THIS LEGAL DESCRIPTION ARE BASED ON A RANDOM BEARING SYSTEM RELATIVE TO EXISTING DEED OF RECORD AS RECORDED IN DEED BOOK 6094, PAGE 1262 OF THE HAMILTON COUNTY, OHIO RECORDS.

THE ABOVE DESCRIBED REAL ESTATE IS A PART OF THE SAME PREMISES DESCRIBED IN DEED BOOK 2436, PAGE 585 AND DEED BOOK 2428, PAGE 530 OF THE HAMILTON COUNTY, OHIO RECORDS. BEING THE RESULT OF A SURVEY AND PLAT DATED 1-23-20 MADE BY STEPHEN L. CAHILL, P.L.S., OF ABERCROMBIE & ASSOCIATES, INC. OHIO REGISTERED SURVEYOR NUMBER 7862.

EXHIBIT B
to Property Sale Agreement

Site Survey

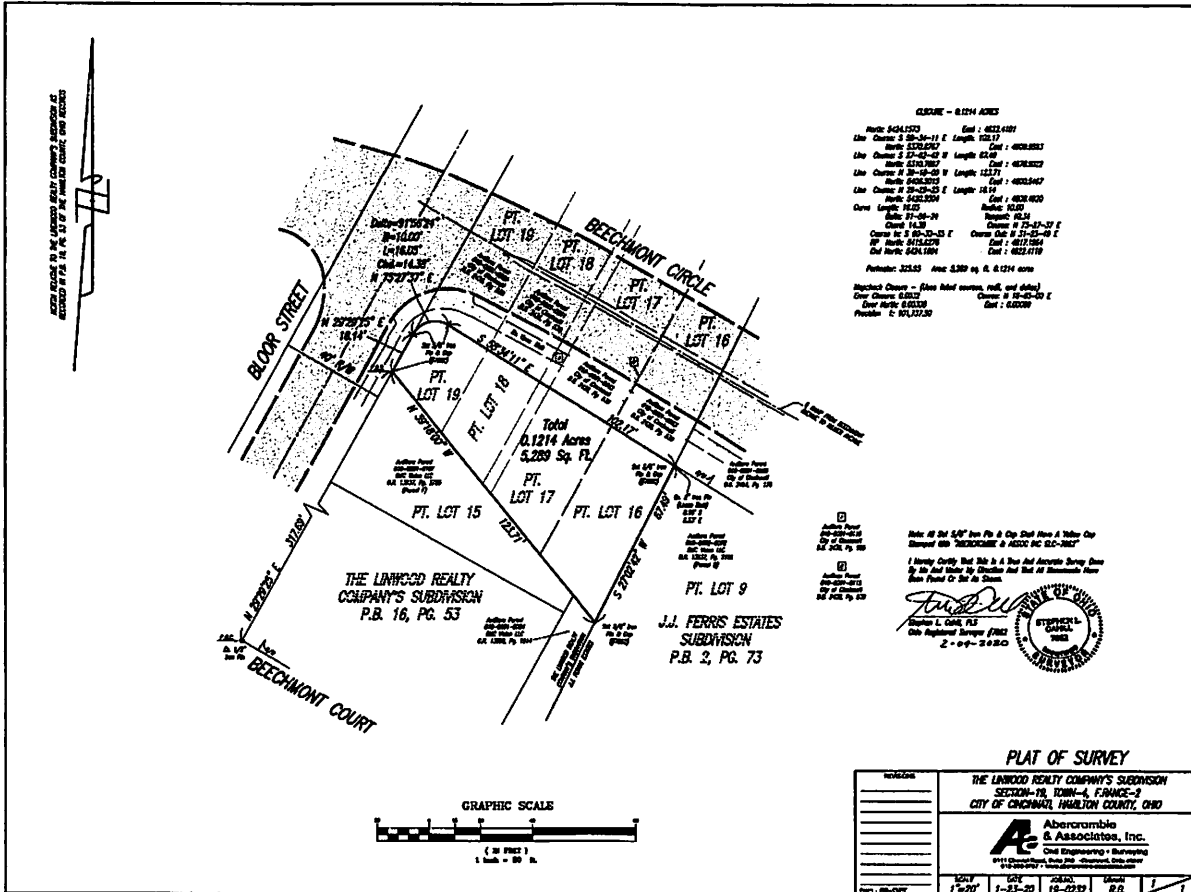


Exhibit C
to Property Sale Agreement

Form of Quitclaim Deed – Split of Consolidated Parcels

SEE ATTACHED

[SPACE ABOVE FOR RECORDER'S USE ONLY]

Property: Beechmont Circle at Bloor Avenue

QUITCLAIM DEED

(Consolidation Split)

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "City"), hereby grants and conveys to the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, OH 45202, all of the City's right, title and interest in and to the real property described on Exhibit A (Legal Description) hereto.

Property Address: None (Property located at Beechmont Circle and Bloor Avenue)

Auditor's Parcel No.: Split of Consolidated Parcel 018-0001-0016-90

This Deed is executed and recorded in connection with the split of consolidated tax parcels comprising the property described herein.

This conveyance is permitted under Ohio Revised Code Section 5302.18, which provides that a grantor under a deed may also be a grantee.

Prior instrument reference: (i) Deed Book 2436, Page 585; (ii) Deed Book 2438, Page 369; and, (iii) Deed Book 2428, Page 530, Hamilton County, Ohio Records.

Executed on _____, 2020.

City of Cincinnati

By: _____
Paula Boggs Muething,
Interim City Manager

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020 by Paula Boggs Muething, Interim City Manager of the **CITY OF CINCINNATI**, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

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

Exhibits:
Exhibit A – *Legal Description*

EXHIBIT A
to Quitclaim Deed

Legal Description

PARCEL I

Situate in the City of Cincinnati, Hamilton County, Ohio, and being known, numbered, and designated as Lot #19 of the Linwood Realty Company's Subdivision as per plat thereof recorded in Plat Book 16, Page 53, of the Hamilton County, Ohio, Plat Records. Said Lot #19 fronts 30 ft. on the southwesterly side of Kenilworth Place and extends back southwardly between parallel lines 140 ft. and is 30 ft. wide in the rear.

Being a portion of the premises conveyed to the City of Cincinnati by deed, dated August 21, 1950, and recorded in Deed Book 2436, Page 585, Hamilton County, Ohio Records.

Auditor's Parcel ID No.: 018-0001-0060-00

PARCEL II

Situate in the City of Cincinnati, Hamilton County, State of Ohio, and being part of Lot #18 of the Linwood Realty Company's Subdivision as the same is recorded in Plat Book 16, Page 53, of the Hamilton County, Ohio, Plat Records. The part of said Lot #18 herewith under examination being more fully described as follows:

Beginning at a point on the southwesterly line of Kenilworth Place; said point being the most northerly corner of said Lot #18; thence south with the southwesterly line of Kenilworth Place 25.20 ft. to a point; thence southwardly parallel to the southeasterly line of said Lot #18 a distance of 140 ft. to a point on the southwesterly line of said Lot #18, said point being a distance of 4.80 ft. westwardly from the most southerly corner of said Lot #18; thence westwardly with the southwesterly line of said Lot #18 25.20 ft. to a point, being the most westerly corner of said Lot #18; thence with the northwesterly line of said Lot #18 a distance of 140 ft. to the place of beginning.

Being a portion of the premises conveyed to the City of Cincinnati by deed, dated August 21, 1950, and recorded in Deed Book 2436, Page 585, Hamilton County, Ohio Records.

Auditor's Parcel ID No.: 018-0001-0061

PARCEL III

Situate in the City of Cincinnati, Hamilton County, State of Ohio, and being part of Lot #18 of the Linwood Realty Company's Subdivision as shown on the plat thereof, recorded in Plat Book 16, Page 53, of the Hamilton County, Ohio, Plat Records. The part of Lot #18 hereby conveyed being more particularly described as follows:

Beginning at a point on the southwesterly line of Kenilworth Place, said point being a distance of 4.80 feet northwestwardly from the most easterly corner of said Lot #18; thence eastwardly with the southwesterly line of Kenilworth Place a distance of 4.80 feet to the most easterly corner of said Lot #18; thence southwardly with the southeasterly line of said Lot #18 a distance of 140 feet to the most southerly corner of said Lot #18; thence westwardly with the southwesterly line of said Lot #18 a distance of 4.80 feet to a

point; thence northeastwardly on a line parallel to the southeasterly line of said Lot #18 a distance of 140 feet to the place of beginning.

Being a portion of the premises conveyed to the City of Cincinnati by deed, dated August 31, 1950, and recorded in Deed Book 2438, Page 369, Hamilton County, Ohio Records.

Auditor's Parcel ID No.: 018-0001-0116-00

PARCEL IV

Situate in the City of Cincinnati, Hamilton County, State of Ohio, and being part of Lot #17 of the Linwood Realty Company's Subdivision, as per plat thereof, recorded in Plat Book 6, Page 53, of the Hamilton County, Ohio, Plat Records. The part of said Lot #17 hereby conveyed being more particularly described as follows:

Beginning at a point in the southwesterly line of Kenilworth Place, said point being the most northerly corner of said Lot #17; thence eastwardly with the southwesterly line of Kenilworth Place a distance of 29.70 feet; thence southwardly parallel to the southeasterly line of said Lot #1 a distance of 140 feet to a point on the southwesterly line of said Lot #17, said point being .30 feet westwardly of the most southerly corner of said Lot #17; thence with the southwesterly line of said Lot #17 a distance of 29.70 feet to the most westerly corner of said Lot #17; thence with the northwesterly line of said Lot #17, 140 feet to the place of beginning.

Being a portion of the premises conveyed to the City of Cincinnati by deed, dated August 31, 1950, and recorded in Deed Book 2438, Page 369, Hamilton County, Ohio Records.

Auditor's Parcel ID No.: 018-0001-0062-00

PARCEL V

Situate in the City of Cincinnati, Hamilton County and State of Ohio, and being part of Lot #17, of the Linwood Realty Company's Subdivision, as per Plat thereof, recorded in Plat Book 16, Page 53, of the Hamilton County, Ohio, Plat Records and being more fully described as follows:

Beginning at a point in the southwesterly line of Kenilworth Place, said point being a distance of 29.70 feet from the most northerly corner of said Lot #17 as measured in the southwesterly line of Kenilworth Place; thence southwardly, with said southwesterly line of Kenilworth Place a distance of .30 feet to the most easterly corner of said Lot #17; thence southwestwardly with the southeasterly line of said Lot #17, a distance of 140 feet to the most southerly corner of said Lot #17; thence westwardly with the southwesterly line of said Lot #17 a distance of .30 feet thence northwestwardly on a line parallel to the southeasterly line of said Lot #17 a distance of 140 feet to the place of beginning.

Being a portion of the premises conveyed to the City of Cincinnati by deed recorded in Deed Book 2428, Page 530, Hamilton County, Ohio Records.

Auditor's Parcel ID No.: 018-0001-0115-00

PARCEL VI

Situate in the City of Cincinnati, County of Hamilton and State of Ohio, and being known, numbered and designated as Lot #16, of the Linwood Realty Company's Subdivision, as per plat thereof, recorded in Plat Book 16, Page 53, Hamilton County, Ohio, plat records, said Lot #16, fronts 27.19 feet on the

southwesterly side of Kenilworth Place and extends back southwestwardly, a distance of 140 feet on its northwesterly point a distance of 148.61 feet on its southeasterly side and is 33.46 feet wide in the rear.

Being a portion of the premises conveyed to the City of Cincinnati by deed recorded in Deed Book 2428, Page 530, Hamilton County, Ohio Records.

Auditor's Parcel ID No.: 018-0001-0063-00

Exhibit D
to Property Sale Agreement

Quitclaim Deed

SEE ATTACHED

[SPACE ABOVE FOR RECORDER'S USE]

QUITCLAIM DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation, for valuable consideration paid, hereby grants and conveys to **BMC VISION, LLC**, an Ohio limited liability company, the address of which is 1009 Delta Avenue, Cincinnati, OH 45226 ("**Grantee**"), all of the City's right, title and interest in and to the real property described on Exhibit A – (Legal Description – Sale Property) and depicted on Exhibit B – (Survey Plat – Sale Property) hereto (the "**Property**").

Property Address: None. approx. 0.1214 acres, Cincinnati, OH 45226

Auditor's Parcel No. _____

Prior instrument reference: Official Record [____], Page [____], Hamilton County, Ohio Records

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

This conveyance was authorized by Ordinance No. ____-2020, passed by Cincinnati City Council on _____, 2020.

Executed on _____, 2020.

CITY OF CINCINNATI

By: _____
Paula Boggs Muething,
Interim City Manager

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2020 by Paula Boggs-Muething, Interim City Manager of the **CITY OF CINCINNATI**, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

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

Exhibits to Quitclaim Deed:
Exhibit A – Legal Description – Sale Property
Exhibit B – Survey Plat – Sale Property

EXHIBIT A
to Quitclaim Deed

Legal Description – Sale Property

SITUATE IN THE CITY OF CINCINNATI, HAMILTON COUNTY, OHIO BEING PART OF LOTS 16 THRU 19 OF THE LINWOOD REALTY COMPANY'S SUBDIVISION AS RECORDED IN PLAT BOOK 16, PAGE 53 OF THE HAMILTON COUNTY, OHIO RECORDS AND BEING PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING ½" IRON PIN AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF BLOOR STREET WITH THE NORTHERLY RIGHT OF WAY OF BEECHMONT COURT; THENCE ALONG THE EASTERLY RIGHT OF WAY OF BLOOR STREET, NORTH 29°29'25" EAST, 317.69 FEET TO A SET ⅝" IRON PIN AND CAP (#7862) AND THE REAL PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE CONTINUING ALONG THE EASTERLY RIGHT OF WAY OF BLOOR STREET, NORTH 29°29'25" EAST, 16.14 FEET A SET ⅝" IRON PIN AND CAP (#7862); THENCE ALONG A NEW DIVISION LINE, THE FOLLOWING TWO COURSES AND DISTANCES, ALONG A CURVE DEFLECTING TO THE RIGHT, HAVING A RADIUS OF 10.00 FEET, A DISTANCE OF 16.05 FEET, THE CHORD OF SAID CURVE BEARS NORTH 75°27'37" EAST, 14.38 FEET TO A SET ⅝" IRON PIN AND CAP (#7862); THENCE SOUTH 58°34'11" EAST, 102.17 FEET TO A SET ⅝" IRON PIN AND CAP (#7862) AT THE NORTHWEST CORNER OF THE PROPERTY AS CONVEYED TO BMC VISION LLC IN OFFICIAL RECORD 13937, PAGE 2755 (PARCEL B) OF THE HAMILTON COUNTY, OHIO RECORDS; THENCE ALONG THE WESTERLY LINE OF SAID BMC VISION TRACT, SOUTH 27°02'42" WEST, 67.49 FEET TO A SET ⅝" IRON PIN AND CAP (#7862) AT THE NORTHEAST CORNER OF THE PROPERTY AS CONVEYED TO BMC VISION LLC IN OFFICIAL RECORD 13999, PAGE 1914 OF THE HAMILTON COUNTY, OHIO RECORDS; THENCE LEAVING THE WESTERLY LINE OF FIRST MENTIONED BMC VISION TRACT (PARCEL B), ALONG THE NORTHERLY LINE OF LAST MENTIONED BMC VISION TRACT AND THE NORTHERLY LINE OF THE PROPERTY AS CONVEYED TO BMC VISION LLC IN OFFICIAL RECORD 13937, PAGE 2755 (PARCEL F), NORTH 39°18'00" WEST, 123.71 FEET TO THE PLACE OF BEGINNING.

THUS CONTAINING 0.1214 ACRES OF LAND AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

BEARINGS USED IN THIS LEGAL DESCRIPTION ARE BASED ON A RANDOM BEARING SYSTEM RELATIVE TO EXISTING DEED OF RECORD AS RECORDED IN DEED BOOK 6094, PAGE 1262 OF THE HAMILTON COUNTY, OHIO RECORDS.

EXHIBIT B
to Quitclaim Deed

Survey Plat – Sale Property

