

EMERGENCY
City of Cincinnati

CHM/B

AWB

An Ordinance No. _____

- 2021

AUTHORIZING the City Manager to execute a *Property Sale Agreement* with Barrow Outlot LLC for the sale of City-owned real property located at the northeast corner of the intersection of Ridge and Alamo Avenues in Oakley.

WHEREAS, the City owns certain real property located at the northeast corner of the intersection of Ridge and Alamo Avenues in Oakley, as more particularly described and depicted in the *Property Sale Agreement* attached to this ordinance as Attachment A and incorporated herein by reference (the "Property"), which Property is under the management and control of the City's Department of Transportation and Engineering ("DOTE"); and

WHEREAS, Barrow Outlot LLC, an Ohio limited liability company ("Petitioner"), desires to purchase the Property from the City for consolidation with Petitioner's adjoining real property; and

WHEREAS, pursuant to Cincinnati Municipal Code Section 331-1, 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 Property, and upon consultation with DOTE, has determined that the 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 Property is \$45,500, which Petitioner has agreed to pay; and

WHEREAS, pursuant to Cincinnati Municipal Code Section 331-5, 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 Property at its meeting on July 16, 2021; 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 Barrow Outlot LLC, an Ohio limited liability company ("Petitioner"), in

substantially the form attached to this ordinance as Attachment A, pursuant to which the City of Cincinnati will sell to Petitioner certain real property designated as Hamilton County, Ohio Auditor Parcel ID Nos.: 051-0003-0162, 051-0003-0033, and 051-0003-0327, located at the northeast corner of the intersection of Ridge and Alamo Avenues in Oakley, as more particularly described on Attachment A and incorporated herein by reference (the "Property").

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

Section 3. That the fair market value of the Property, as determined by appraisal by the City's Real Estate Services Division, is approximately \$45,500, which Petitioner has agreed to pay.

Section 4. That eliminating competitive bidding in connection with the City's sale of the Property is in the best interest of the City because Petitioner owns an adjoining 0.5042-acre tract of land fronting Barrow Avenue, and, as a practical matter, no one other than an adjoining property owner would have any use for remnant parcels lacking access to, or frontage on, improved portions of Barrow Avenue.

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. 980x233xYY2306, "Street Improvements," in which "YY"

represents the last two digits of the fiscal year in which the closing occurs and the proceeds are received, referencing the latter fiscal year if the events occur in different fiscal years.

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, including, without limitation, executing any and all ancillary agreements, deeds, plats, and other documents to facilitate the vacation and sale of the Property to Petitioner, including the execution of a *Property Sale Agreement* in substantially the form attached to this ordinance as Attachment A and incorporated herein by reference.

Section 8. That the City Solicitor shall cause an authenticated copy of this ordinance to be duly recorded in the land records of Hamilton County, Ohio.

Section 9. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to allow the shovel-ready project to move forward so that the City of Cincinnati may receive the economic and noneconomic benefits at the earliest time.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

ATTACHMENT A

Contract No. _____

Property: Ridge Ave and Barrow Ave Parcels

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 **BARROW OUTLOT LLC**, an Ohio limited liability company whose tax mailing address is 7162 Reading Rd, Suite 730, Cincinnati, OH 45237 (the "**Purchaser**").

Recitals:

A. The City owns certain real property identified as Auditor's Parcel ID Nos.: 051-0003-0162, 051-0003-0033, and 051-0003-0327, more commonly known as 4904 Ridge Avenue, 4900 Ridge Avenue, and Barrow Avenue respectively, in the Oakley neighborhood of Cincinnati, Ohio, as described on Exhibit A (Legal Description- the Property) hereto (the "**Sale Property**"). The Sale Property consists of remnant parcels that were created as a result from the City's Kennedy Connector project and is under the management of the City's Department of Transportation and Engineering ("**DOTe**").

B. Purchaser owns certain real property adjoining the Property to the north of the Sale Property ("**Purchaser's Property**"), and desires to purchase from the City the Sale Property to consolidate said Sale Property with Purchaser's Property.

C. The City Manager, in consultation with DOTe, has determined that the Sale Property is not needed for any 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 \$45,500.00.

E. The City has determined that eliminating competitive bidding in connection with the City's sale of the Sale Property is justified because Purchaser owns an adjoining 0.5042-acre tract of land fronting Barrow Avenue, and as a practical matter no one other than an adjoining property owner would have any use for the remnant parcels lacking access to, or frontage on, Barrow Avenue.

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 July 16, 2021.

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

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 \$45,500.00 (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.

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2. Closing.

(A) 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.

(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) Plats and Legal Descriptions: Purchaser shall have provided the City with all plats and legal descriptions as required by DOTE, the City Planning Department, and the Hamilton County Auditor and Recorder in connection with the City's sale of the Sale Property;

(iv) Coordinated Report Conditions (CR #20-2021):

(a) DOTE:

1. Any existing utilities must be granted easements or relocated at Purchaser's expense.
2. Abutting property owners must agree to the sale in writing.
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.

(b) MSDGC:

1. A MSDGC Request for Availability for Sewer Service (RASS) will be required by a project to develop or redevelop these parcels early in its planning process and advisably prior to applying for project permits through the Building and Inspection's Department to avoid project schedule delays. The MSDGC RASS will outline any additional project requirements, such as the need to obtain any MSDGC tap permits, Ohio EPA Permit to Install (if necessary), utilization of licensed and bonded sewer tappers with MSDGC detention requirements and a reminder for the project to coordinate with Storm Water Management Utility (SMU) for additional City of Cincinnati storm water requirements.

(c) GCWW:

1. Within the Sale Property, there are two inactive water service lines (H-74110-3/4" and H-78740-5/8") associated with parcels 051-0003-0162 and 051-0003-0127 and one active water service line (H-83527-3/4" associated with parcel 051-0003-0033. Water Works records indicate that the branch material within the right-of-way is copper and the branch materials within the property is lead. In accordance with Cincinnati Municipal Code Chapter 401

Division M, lead service lines within this property must be replaced with copper service lines. Please contact the Greater Cincinnati Water Works Lead Service Line Coordinator at 513-591-5068.

2. If in the future, the Purchaser or their agents determine the existing water system does not meet their fire and/or domestic water demands, then the Purchaser may need to upgrade the water mains in their area to meet their future water demands. The Water Works approval of this Coordinate Report for the sale of the subject Sale Property in no way relieves the Purchaser of their responsibility to potentially upgrade the water system to meet their future fire and domestic water demands. This work will be performed at the expense of the Purchaser and not at the expense of the Water Works.
3. All conditions of water service to the Sale Property, including the location of attachment to the public water system, and abandonment of any existing water service branches that presently serve the subject premises, will be determined upon submission of final plans and application for service. Water service to the Sale Property is subject to all rules, regulations, and current practices and policies of the Cincinnati Water Works.

(d) Duke Energy:

1. Duke Energy currently has a distribution easement in the location of the Sale Property that will need to be maintained.
2. Duke Electric has a mainline running near these parcels, at the western border and the easement in place will need to be maintained.

(e) Buildings & Inspections:

1. Ensure 4916 Barrow is used for all correspondence (per CPRE).
2. Comply with the recommendations of the Coordinated Site Review.
3. It is required that the Purchaser immediately records a Consolidation Plat adding the Sale Property with all of the Purchaser's Property. No Building Permits for any development can be approved until the Consolidation Plat is recorded.

(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 **90 days** after the Effective Date, this Agreement and all rights and obligations of the parties hereunder shall automatically terminate.

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

(D) 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 C (Form of Quitclaim Deed), provided however that in the event the Purchaser has located all existing utilities on the Property and recorded easements exist for such utilities pursuant to Section 2(A)(iv)(a)(1) above, the blanket reservation to grant easements in the Form of Quitclaim Deed shall be removed. Purchaser shall pay all Hamilton County,

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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 or other similar documents pertaining to title, it being acknowledged by Purchaser that the City is selling the Property "as is." Pursuant to Section 301-20, Cincinnati Municipal Code, at 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.

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. 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, 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 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, not misleading.

(vii) Purchaser does not 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 shall have any personal financial interest, direct or indirect, 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.

(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 -the Property*
Exhibit B – *Form of Quit Claim Deed*

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

BARROW OUTLOT LLC,
an Ohio limited liability company

By: _____

Printed Name: _____

Date: _____, 2021

[City signatures on the following page]

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

Date: _____, 2021

Recommended by:

John S. 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 -the Property

Tract 1:

Auditor's Parcel ID No.: 051-0003-0162
Commonly Known as: 4904 Ridge Avenue

Situated in the State of Ohio, County of Hamilton, City of Cincinnati, Section 22, Township 4, Fractional Range 2, Between the Miamis, being the remaining 0.0732 acre tract of land located in that tract of land as described in a deed to The City of Cincinnati, of record in Official Record 11162, Page 1633 and being a portion of Lot 18 as shown and delineated upon the plat "B.D. Barton's Subdivision", a subdivision of record in Plat Book 3, Page 183, all references herein being to the records located in the Recorder's Office, Hamilton County, Ohio and being more particularly described as follows;

Beginning for REFERENCE at a point at the northwesterly corner of said Lot 18 of B.D. Barton's Subdivision and the southwesterly corner of Lot 19 and that tract of land, as described in a deed to Frederick E. and Donna R. Debra, Trustees, of record in Official Record 10401, Page 2738 and being the TRUE PLACE OF BEGINNING;

Thence South 84°23'53" East, along the northerly line of said City of Cincinnati tract and the southerly line of said Debra tract, a distance of 107.70 feet to an iron pin set;

Thence with a new division line through said City of Cincinnati tract, with the arc of a curve to the right, having a radius of 141.77 feet, a central angle of 17°18'33", an arc length of 42.83 feet, the chord of which bears South 44°13'39" West, a chord distance of 42.67 feet to an iron pin set in the southerly line of said City of Cincinnati tract and the northerly line of that tract of land, as described in a deed to City of Cincinnati, of record in Official Record 11146, Page 1822;

Thence along said southerly line and northerly line, North 84°23'51" West, a distance of 80.77 feet to a point at said easterly right of way line of Ridge Road;

Thence North 05°05'23 East, a distance of 33.33 feet to the TRUE PLACE OF BEGINNING and containing 0.0732 acre of land.

Bearings herein are based on ties to the City of Cincinnati control monuments 2509 and 2510 as set forth in a plat of survey of record in Plat Book 350, Page 45.

Iron pins set, per recorded plat, consist of a 5/8" x 30" rebar with a plastic cap inscribed "M-E COMP S-6872."

This description was prepared by M•E Companies, Civil Engineering Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, per recorded plat, and is based on a field survey performed under the direction of Robert Wynd, P.S. No. 6872, in April, 2008.

Tract 2:

Auditor's Parcel ID No.: 051-0003-0033
Commonly Known as: 4900 Ridge Avenue

Situated in the State of Ohio, County of Hamilton, City of Cincinnati, Section 22, Township 4, Fractional Range 2, Between the Miamis, being the remaining 0.0411 acre tract of land located in that tract of land as described in deed to The City of Cincinnati, of record in Official Record 11146, Page 1822 and being portions of Lots 17 and 18 as shown and delineated upon the plat "B.D. Barton's Subdivision", a subdivision of record in Plat Book 3, Page 183, all references herein being to the records located in the Recorder's Office, Hamilton County, Ohio and being more particularly described as follows;

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Beginning for REFERENCE at a point being the northwesterly corner of said Lot 17 of B.D. Barton's Subdivision and the TRUE PLACE OF BEGINNING;

Thence North 05°05'23" East, along the easterly right of way line of said Ridge Avenue, a distance of 16.67 feet to a point being the northwesterly corner of said City of Cincinnati tract also being the southwesterly corner of that tract of land, as described in a deed to City of Cincinnati, of record in Official Record 11162, Page 1633;

Thence South 84°23'51" East, along the northerly line and southerly line of said City of Cincinnati tracts, a distance of 80.77 feet to an iron pin set;

Thence with a new division line through said City of Cincinnati tract, with the arc of a curve to the right, having a radius of 141.77 feet, a central angle of 28°36'00", an arc length of 70.77 feet, the chord of which bears South 67°10'56" West, a chord distance of 70.03 feet to an iron pin set in the southerly line of said City of Cincinnati tract and the northerly line of that tract of land, as described in a deed to City of Cincinnati, of record in Official Record 11185, Page 1620;

Thence North 61°11'31" West, with a new division line through said City of Cincinnati tract, a distance of 20.62 feet to an iron pin set in said easterly right of way line of Ridge Road;

Thence North 05°05'23" East, along said easterly right of way line of Ridge Road, a distance of 8.54 feet to the TRUE PLACE OF BEGINNING and containing 0.0411 acre of land.

Bearings herein are based on ties to the City of Cincinnati control monuments 2509 and 2510 as set forth in a plat of survey of record in Plat Book 350, Page 45.

Iron pins set, per recorded plat, consist of a 5/8" x 30" rebar with a plastic cap inscribed "M-E COMP S-6872."

This description was prepared by M•E Companies, Civil Engineering Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, per recorded plat, and is based on a field survey performed under the direction of Robert Wynd, P.S. No. 6872, in April, 2008.

Tract 3:

Auditor's Parcel ID No.: 051-0003-0327

Commonly Known as: Barrow Avenue

Situated in the State of Ohio, County of Hamilton, City of Cincinnati, Section 22, Township 4, Fractional Range 2, Between the Miamis, being a 0.0018 acre tract of land located in that tract of land as described in a deed to The City of Cincinnati, of record in Official Record 11146, Page 1822 and being a portion of Lot 17 as shown and delineated upon the plat "B.D. Barton's Subdivision", a subdivision of record in Plat Book 3, Page 183, all references herein being to the records located in the Recorder's Office, Hamilton County, Ohio and being more particularly described as follows;

Beginning for REFERENCE at a point at the northwesterly corner of said Lot 17 of B.D. Barton's Subdivision; Thence South 05°05'23" West, along the easterly right of way line of said Ridge Avenue, a distance of 8.54 feet to an iron pin set being the TRUE PLACE OF BEGINNING;

Thence South 61°11'31" East, through said City of Cincinnati tract with a new division line, a distance of 20.62 feet to an iron pin set in the southerly line of said City of Cincinnati tract and the northerly line of that tract of land, as described in a deed to City of Cincinnati, of record in Official Record 11185, Page 1620;

Thence North 84°23'51" West, along said northerly line and southerly line, a distance of 18.88 feet to a point at said easterly right of way line of Ridge Avenue;

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Thence North 05°05'23" East, along said easterly right of way line of Ridge Avenue, a distance of 8.12 feet to the TRUE PLACE OF BEGINNING and containing 0.0018 acre of land.

Bearings herein are based on ties to the City of Cincinnati control monuments 2509 and 2510 as set forth in a plat of survey of record in Plat Book 350, Page 45.

Iron pins set, per recorded plat, consist of a 5/8" x 30" rebar with a plastic cap inscribed "M-E COMP S-6872."

This description was prepared by M•E Companies, Civil Engineering Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, per recorded plat, and is based on a field survey performed under the direction of Robert Wynd, P.S. No. 6872, in April, 2008.

EXHIBIT B
to Property Sale Agreement
to Property Sale Agreement
Form of Quitclaim Deed

[SEE ATTACHED]

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

QUITCLAIM DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), for valuable consideration paid, hereby grants and conveys to **BARROW OUTLOT LLC**, an Ohio limited liability company, whose tax mailing address is 7162 Reading Rd., Cincinnati, OH 45237, ("**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: 4904 Ridge Ave, 4900 Ridge Ave, & approx. 0.0018 acre on Barrow Avenue, Cincinnati, OH 45209;
Auditor's Parcel ID Nos.: 051-0003-0162, 051-0003-0033, & 051-0003-0327;
Prior instrument reference: O.R. 12806, Pg. 1076, Hamilton County, Ohio Records.

Creation of Utility Easement: The City hereby reserves and creates a public utility easement on, over, or under any portion of the Property encumbered by utility facilities such that any public utility affected by this conveyance shall be deemed to have a permanent easement in such portions of the Property for the purpose of maintaining, operating, renewing, reconstructing, and removing said utility facilities and for purposes of access to said facilities. [NOTE – TO BE REMOVED IF CONDITIONS REQUIRING LOCATION AND RECORDING OF ALL EXISTING EASEMENTS IN PURCHASE AGREEMENT SATISFIED]

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

[SIGNATURE PAGE FOLLOWS]

Executed on _____, 2021.

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

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

Notary Public
My commission expires: _____

Approved by:

John S. Brazina, Director
Department of Transportation and Engineering

Approved as to Form:

Assistant City Solicitor

This instrument prepared by:

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

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Exhibit A
to Quitclaim Deed
Legal Description

Tract 1:

Auditor's Parcel ID No.: 051-0003-0162
Commonly Known as: 4904 Ridge Avenue

Situated in the State of Ohio, County of Hamilton, City of Cincinnati, Section 22, Township 4, Fractional Range 2, Between the Miamis, being the remaining 0.0732 acre tract of land located in that tract of land as described in a deed to The City of Cincinnati, of record in Official Record 11162, Page 1633 and being a portion of Lot 18 as shown and delineated upon the plat "B.D. Barton's Subdivision", a subdivision of record in Plat Book 3, Page 183, all references herein being to the records located in the Recorder's Office, Hamilton County, Ohio and being more particularly described as follows;

Beginning for REFERENCE at a point at the northwesterly corner of said Lot 18 of B.D. Barton's Subdivision and the southwesterly corner of Lot 19 and that tract of land, as described in a deed to Frederick E. and Donna R. Debra, Trustees, of record in Official Record 10401, Page 2738 and being the TRUE PLACE OF BEGINNING;

Thence South 84°23'53" East, along the northerly line of said City of Cincinnati tract and the southerly line of said Debra tract, a distance of 107.70 feet to an iron pin set;

Thence with a new division line through said City of Cincinnati tract, with the arc of a curve to the right, having a radius of 141.77 feet, a central angle of 17°18'33", an arc length of 42.83 feet, the chord of which bears South 44°13'39" West, a chord distance of 42.67 feet to an iron pin set in the southerly line of said City of Cincinnati tract and the northerly line of that tract of land, as described in a deed to City of Cincinnati, of record in Official Record 11146, Page 1822;

Thence along said southerly line and northerly line, North 84°23'51" West, a distance of 80.77 feet to a point at said easterly right of way line of Ridge Road;

Thence North 05°05'23 East, a distance of 33.33 feet to the TRUE PLACE OF BEGINNING and containing 0.0732 acre of land.

Bearings herein are based on ties to the City of Cincinnati control monuments 2509 and 2510 as set forth in a plat of survey of record in Plat Book 350, Page 45.

Iron pins set, per recorded plat, consist of a 5/8" x 30" rebar with a plastic cap inscribed "M-E COMP S-6872."

This description was prepared by M•E Companies, Civil Engineering Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, per recorded plat, and is based on a field survey performed under the direction of Robert Wynd, P.S. No. 6872, in April, 2008.

Tract 2:

Auditor's Parcel ID No.: 051-0003-0033
Commonly Known as: 4900 Ridge Avenue

Situated in the State of Ohio, County of Hamilton, City of Cincinnati, Section 22, Township 4, Fractional Range 2, Between the Miamis, being the remaining 0.0411 acre tract of land located in that

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tract of land as described in deed to The City of Cincinnati, of record in Official Record 11146, Page 1822 and being portions of Lots 17 and 18 as shown and delineated upon the plat "B.D. Barton's Subdivision", a subdivision of record in Plat Book 3, Page 183, all references herein being to the records located in the Recorder's Office, Hamilton County, Ohio and being more particularly described as follows;

Beginning for REFERENCE at a point being the northwesterly corner of said Lot 17 of B.D. Barton's Subdivision and the TRUE PLACE OF BEGINNING;

Thence North 05°05'23 East, along the easterly right of way line of said Ridge Avenue, a distance of 16.67 feet to a point being the northwesterly corner of said City of Cincinnati tract also being the southwesterly corner of that tract of land, as described in a deed to City of Cincinnati, of record in Official Record 11162, Page 1633;

Thence South 84°23'51" East, along the northerly line and southerly line of said City of Cincinnati tracts, a distance of 80.77 feet to an iron pin set;

Thence with a new division line through said City of Cincinnati tract, with the arc of a curve to the right, having a radius of 141.77 feet, a central angle of 28°36'00", an arc length of 70.77 feet, the chord of which bears South 67°10'56" West, a chord distance of 70.03 feet to an iron pin set in the southerly line of said City of Cincinnati tract and the northerly line of that tract of land, as described in a deed to City of Cincinnati, of record in Official Record 11185, Page 1620;

Thence North 61°11'31" West, with a new division line through said City of Cincinnati tract, a distance of 20.62 feet to an iron pin set in said easterly right of way line of Ridge Road;

Thence North 05°05'23" East, along said easterly right of way line of Ridge Road, a distance of 8.54 feet to the TRUE PLACE OF BEGINNING and containing 0.0411 acre of land.

Bearings herein are based on ties to the City of Cincinnati control monuments 2509 and 2510 as set forth in a plat of survey of record in Plat Book 350, Page 45.

Iron pins set, per recorded plat, consist of a 5/8" x 30" rebar with a plastic cap inscribed "M-E COMP S-6872."

This description was prepared by M•E Companies, Civil Engineering Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, per recorded plat, and is based on a field survey performed under the direction of Robert Wynd, P.S. No. 6872, in April, 2008.

Tract 3:

Auditor's Parcel ID No.: 051-0003-0327
Commonly Known as: Barrow Avenue

Situated in the State of Ohio, County of Hamilton, City of Cincinnati, Section 22, Township 4, Fractional Range 2, Between the Miamis, being a 0.0018 acre tract of land located in that tract of land as described in a deed to The City of Cincinnati, of record in Official Record 11146, Page 1822 and being a portion of Lot 17 as shown and delineated upon the plat "B.D. Barton's Subdivision", a subdivision of record in Plat Book 3, Page 183, all references herein being to the records located in the Recorder's Office, Hamilton County, Ohio and being more particularly described as follows;

Beginning for REFERENCE at a point at the northwesterly corner of said Lot 17 of B.D. Barton's Subdivision; Thence South 05°05'23" West, along the easterly right of way line of said Ridge Avenue, a distance of 8.54 feet to an iron pin set being the TRUE PLACE OF BEGINNING;

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Thence South 61°11'31" East, through said City of Cincinnati tract with a new division line, a distance of 20.62 feet to an iron pin set in the southerly line of said City of Cincinnati tract and the northerly line of that tract of land, as described in a deed to City of Cincinnati, of record in Official Record 11185, Page 1620;

Thence North 84°23'51" West, along said northerly line and southerly line, a distance of 18.88 feet to a point at said easterly right of way line of Ridge Avenue;

Thence North 05°05'23" East, along said easterly right of way line of Ridge Avenue, a distance of 8.12 feet to the TRUE PLACE OF BEGINNING and containing 0.0018 acre of land.

Bearings herein are based on ties to the City of Cincinnati control monuments 2509 and 2510 as set forth in a plat of survey of record in Plat Book 350, Page 45.

Iron pins set, per recorded plat, consist of a 5/8" x 30" rebar with a plastic cap inscribed "M-E COMP S-6872."

This description was prepared by M•E Companies, Civil Engineering Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, per recorded plat, and is based on a field survey performed under the direction of Robert Wynd, P.S. No. 6872, in April, 2008.