

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 **THE SAWYER PLACE COMPANY**, an Ohio corporation, whose tax mailing address is 1725 Riverside Drive, Cincinnati, OH 45202 (“**Purchaser**”).

Recitals:

A. The City owns certain real property designated as an unnamed public right-of-way in the East End neighborhood of Cincinnati, Ohio, as more particularly described on Exhibit A (*Legal Description-the Sale Property*) hereto (the “**Sale Property**”), which Sale Property is under the management of the City’s Department of Transportation and Engineering (“**DOT**”).

B. Purchaser owns certain real property adjoining the Sale Property, as depicted on Exhibit B (*Survey Plat*) hereto (“**Purchaser’s Property**”) and has petitioned the City to vacate and sell the Sale Property to Purchaser to facilitate an assemblage with Purchaser’s Property to be subdivided to create buildable lots for the development of single-family homes.

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

D. The City has determined that the Sale Property is not needed for transportation or other municipal purposes and that the sale of the Sale Property will not be detrimental to the public interest.

E. John E. Stillpass, Esq., a reputable attorney practicing in Hamilton County, Ohio, has provided an Attorney Certificate of Title, certifying that the owners of all the real property abutting the Sale Property are as follows: (i) Purchaser; (ii) Riverside Lots LLC, an Ohio limited liability company; (iii) Jeffrey R. Stewart, Trustee; and (iv) Frontier East Corporation, a Nevada corporation. All necessary abutters have provided their written consent to the vacation and sale of the Sale Property to Purchaser in the form of Abutter’s *Quitclaim Deeds*.

F. The City’s Real Estate Services Division has determined, by a professional appraisal, that the fair market value of the Sale Property is approximately \$19,588, which Purchaser has agreed to pay.

G. The City has determined that eliminating competitive bidding in connection with the City’s sale of the Sale Property is in the best interests of the City and is justified because Purchaser owns several properties abutting the Sale Property, all necessary abutters have consented to the vacation and sale, and as a practical matter, no one other than an abutting property owner would have any use for it.

H. 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.

I. Section 16 of Article VIII of the Ohio Constitution provides that it is in the public interest and a proper public purpose for the City to enhance the availability of adequate housing and to improve the economic and general well-being of the people of the City by providing or assisting in providing housing.

{00385312-3}

J. 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 January 20, 2023.

K. Execution of this Agreement was authorized by Cincinnati City Council by Ordinance No. [____]-2023, passed on [____], 2023.

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. Purchaser hereby agrees to purchase the Sale Property from the City for \$19,588 (the "**Purchase Price**").

2. **Condition of Sale Property.** 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," "where is" condition with all faults and defects, known or unknown. The City makes no representations or warranties to Purchaser concerning 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. Purchaser assumes all environmental liability and responsibility concerning the Sale Property. Purchaser agrees to defend, indemnify, and hold the City, its employees, officers, and officials harmless from and against any and all claims, causes of action, losses, costs, judgments, penalties, orders, fines, expenses (including, but not limited to, attorneys' fees), demands, liability, and damages related to or arising from the discovery, presence, disposal, release, or cleanup of contaminants, hazardous materials, wastes or other pollutants affecting the Sale Property, or the soil, water, or vegetation located thereon, whether known or unknown, as well as personal injury or property damage related to such contaminants, hazardous materials, wastes, or other pollutants.

3. **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 or waived (the "**Conditions**"); *provided, however*, that if the City, at its sole discretion, determines that one or more of the Conditions would be more appropriately handled at Closing or post-Closing, then 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 obtain and prepare all necessary documents to satisfy 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 concerning utility service for the Sale Property, and all zoning and building code requirements that apply to the Sale Property;
- (iii) **Abutter's Interests:** Purchaser shall have provided the City with an attorney's certificate of title certifying the names of all abutters to the Sale Property and acceptable *Quitclaim Deeds* from all abutters (excluding the City and Purchaser) to the City, conveying all right, title, and interest as an abutting property owner in the Sale Property;
- (iv) **Plats and Legal Descriptions:** Purchaser shall have provided the City with all plats and legal descriptions as required by DOTE, the Department of City Planning and Engagement, and the Hamilton County Auditor, Engineer, and Recorder in connection with the City's vacation and sale of the Sale Property, including, but not limited to an

{00385312-3}

acceptable survey plat and legal description with closure of the Sale Property to accompany the transfer and recording of the *Quitclaim Deed* in substantially the form attached as Exhibit C – (*Form of Quitclaim Deed – Sale Property*);

(v) Coordinated Report Conditions (CR #4-2022/ #70-2022):

(a) DOTE:

1. [Intentionally Omitted].
2. [Intentionally Omitted].
3. No Auditor's parcels shall be landlocked by this vacation/sale. Purchaser shall consolidate landlocked parcels with parcels having legal street frontage.
4. [Intentionally Omitted].
5. Public right-of-way must be closed off at intersections with matching curbs, sidewalks, and/or drive approaches.
6. 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) Right to Terminate. If either party determines, after exercising good faith efforts, that any of the Conditions are not or cannot be satisfied within a reasonable period, 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 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 **12 months** of 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) the City shall confirm that Purchaser has paid the Purchase Price in full, and (ii) the City shall convey all its right, title, and interest in and to the Sale Property to Purchaser by *Quitclaim Deed* in the form of Exhibit C. 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 all other customary closing documents necessary for the Closing in such forms as 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; Purchaser acknowledges 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 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.

{00385312-3}

4. **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.

5. **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 corporation 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 carry out the transactions provided herein. Purchaser has duly taken all proper actions to authorize, execute, and deliver this Agreement. Purchaser has taken all actions necessary to constitute valid and binding obligations of Purchaser upon execution and delivery of this Agreement by Purchaser.

(iii) Purchaser's execution, delivery, and performance of this Agreement and the transaction contemplated hereby will not violate any applicable laws, 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) No actions, suits, proceedings, or governmental investigations are 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) Neither Purchaser nor its affiliates owe the City any outstanding fines, penalties, judgments, water or other utility charges, or other amounts.

6. **General Provisions.**

(A) **Entire Agreement.** This Agreement (including the exhibits hereto) contains the entire agreement between the parties concerning 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.

{00385312-3}

(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. The parties hereto agree that this Agreement may be executed and delivered by electronic signature, which shall have the same force and effect as an original signature. Electronic signatures may be delivered via email or other electronic means agreed upon by the parties. The parties hereto may execute this Agreement in two or more counterparts, and each executed counterpart shall be considered an original.

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

Exhibit A – *Legal Description -the Sale Property*

Exhibit B – *Survey Plat*

Exhibit C – *Form of Quitclaim Deed*

{00385312-3}

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

THE SAWYER PLACE COMPANY,
an Ohio corporation

By: _____

Printed Name: _____

Title: _____

Date: _____, 2023

[City signatures on the following page]

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

Date: _____, 2023

Recommended by:

Markiea L. Carter, Director
Department of Community and Economic Development

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 Sale Property

Auditor's Parcel No.: None

Property Address: None; Unnamed Alley in the East End located between Watson and Wenner Streets

**PORTION OF UNNAMED ALLEY
CONTAINING 0.1125 TOTAL ACRES**

SITUATE IN SECTIONS 25 AND 31, TOWN 4, FRACTIONAL RANGE 2, COLUMBIA TOWNSHIP, MIAMI PURCHASE, CITY OF CINCINNATI, HAMILTON COUNTY, OHIO, AND BEING A PORTION OF AN UNNAMED ALLEY MORE PARTICULARLY DEPICTED ON THE PLAT OF PARTITION AMONG THE HEIRS OF N.G. PENDLETON AND J. STRADER DEC'D AS RECORDED IN PLAT BOOK 2, PAGES 166-167 AND FURTHER DEPICTED IN DEED BOOK 137, PAGES 523-525, HAMILTON COUNTY, OHIO RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SET IRON PIN AT THE NORTHWESTERLY CORNER OF LOT 10 OF SAID PLAT OF PARTITION AS RECORDED IN PLAT BOOK 2, PAGES 166 & 167,

THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID UNNAMED ALLEY, SOUTH 31°15'54" WEST, A DISTANCE OF 275.00 FEET TO A SET IRON PIN AT THE SOUTHWESTERLY CORNER OF LOT 23 OF SAID PLAT OF PARTITION;

THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE AND THROUGH THE RIGHT-OF-WAY OF SAID UNNAMED ALLEY, THE FOLLOWING THREE (3) COURSES:

1. NORTH 56°49'11" WEST, A DISTANCE OF 10.01 FEET TO A SET IRON PIN,
2. NORTH 31°15'54" EAST, A DISTANCE OF 60.00 FEET TO A SET IRON PIN, AND
3. NORTH 56°49'11" WEST, A DISTANCE OF 10.01 FEET TO A SET IRON PIN WITHIN THE WEST RIGHT-OF-WAY LINE OF SAID UNNAMED ALLEY, ALSO BEING THE SOUTHEASTERLY CORNER OF LOT 16 OF SAID PLAT OF PARTITION;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF SAID UNNAMED ALLEY, NORTH 31°15'54" EAST, A DISTANCE OF 215.00 FEET TO A SET IRON PIN;

THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE AND THROUGH THE RIGHT-OF-WAY OF SAID UNNAMED ALLEY, SOUTH 56°49'11" EAST, A DISTANCE OF 20.01 FEET TO THE POINT OF BEGINNING, CONTAINING – 0.1125 ACRES OF LAND.

NORTH AND BEARING SYSTEM BASED UPON THE OHIO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD83, COLLECTED DURING A FIELD SURVEY PERFORMED AND PREPARED BY MYSELF OR UNDER MY DIRECT SUPERVISION.

PREPARED BY:

J. BRYANT ABT

OH PS #8593

937-558-6671

301 BOURBON STREET, BLANCHESTER, OH 45107

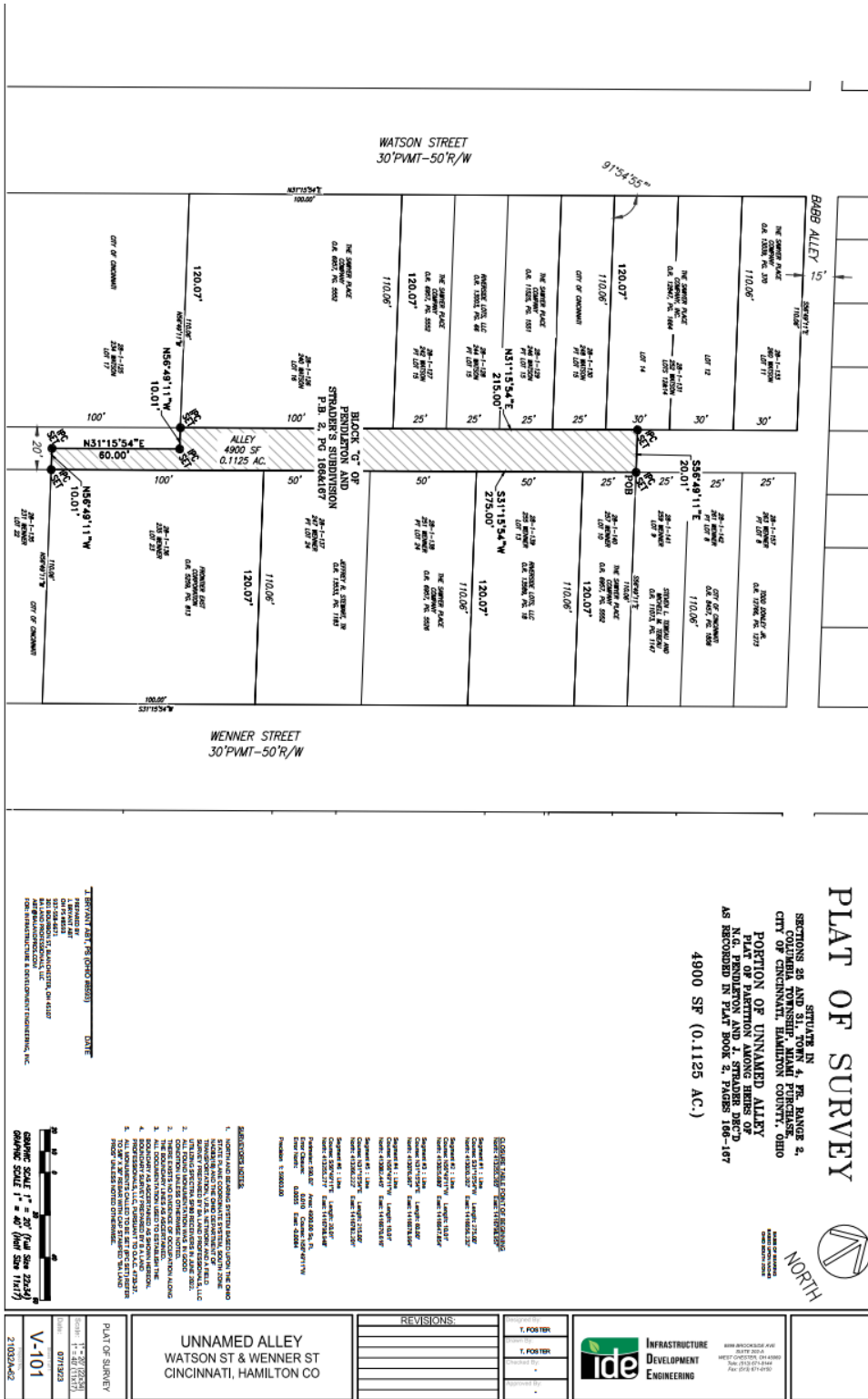
BA LAND PROFESSIONALS, LLC

ABT@BALANDPROS.COM

FOR: INFRASTRUCTURE & DEVELOPMENT ENGINEERING, INC.

{00385312-3}

EXHIBIT B
to Property Sale Agreement
Survey Plat



PLAT OF SURVEY

SECTIONS 26 AND 27, TOWNSHIP 4 N, R. 2E, RANGE 2,
COLUMBIA TOWNSHIP, MIAMI PURCHASE,
CITY OF CINCINNATI, HAMILTON COUNTY, OHIO

PORTION OF UNNAMED ALLEY
PLAT OF PARTITION AMONG HERBS OF
N.D. PENDELTON AND J. STRADLER DIED
AS RECORDED IN 1947 5026 & 1908 169-187
4900 SF (0.1125 AC.)



TITLE
THIS PLAT WAS PREPARED BY THE SURVEYOR AND THE ENGINEER AND IS A TRUE AND CORRECT COPY OF THE ORIGINAL PLAT AS RECORDED IN THE PUBLIC RECORDS OF HAMILTON COUNTY, OHIO.

REVISIONS:

NO. 1	DATE	DESCRIPTION

UNNAMED ALLEY
WATSON ST & WENNER ST
CINCINNATI, HAMILTON CO

PLAT OF SURVEY
DATE: 07/19/23
SCALE: 1" = 20' (SEE SHEET 2)
DRAWN BY: [Name]
CHECKED BY: [Name]

IDE INFRASTRUCTURE DEVELOPMENT ENGINEERING
1000 W. WASHINGTON ST., SUITE 200
WEST CINCINNATI, OHIO 45228
Tel: 513-871-4700

EXHIBIT C
to Property Sale Agreement
Form of Quitclaim Deed

[SEE ATTACHED]

[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 **THE SAWYER PLACE COMPANY**, an Ohio corporation, whose tax mailing address is 1725 Riverside Drive, Cincinnati, OH 45202 (“**Grantee**”), all of the City’s right, title, and interest in and to the real property depicted on Exhibit A (Survey Plat) and described on Exhibit B (Legal Description) hereto (the “**Property**”).

Property Address:	None; former unnamed public right-of-way
Auditor’s Parcel ID No.:	None; (former public right-of-way)
Prior instrument references:	Plat Book 4, Page 8, Hamilton County, Ohio Records Plat Book 2, Pages 166-167, Hamilton County, Ohio Records Deed Book 137, Pages 524-525, Hamilton County, Ohio Records

Pursuant to Ohio Revised Code Chapter 723 and Ordinance No. [____]-2023, passed by Cincinnati City Council on [____], 2023, the Property is hereby vacated as public right-of-way by the City.

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

This conveyance is subject to the exceptions, reservations, easements, covenants, and restrictions set forth below. Grantee, its successors, and assigns shall forever hold, develop, encumber, lease, occupy, improve, build upon, use, and convey the Property subject to such exceptions, reservations, easements, covenants, and restrictions, which shall “run with the land” and be binding upon Grantee and its successors-in-interest with respect to the Property.

Creation of Utility Easements: This conveyance is subject to R.C. Section 723.041 so that any affected public utility shall be deemed to have a permanent easement in such vacated portions of the Property to maintain, operate, renew, reconstruct, and remove said utility facilities and to access said facilities.

{00385312-3}

This conveyance was authorized by Ordinance No. [____]-2023, passed by Cincinnati City Council on [____], 2023.

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

- Exhibit A – *Survey Plat*
- Exhibit B – *Legal Description*

Executed on the date of acknowledgement.

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) SS:
 COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, the _____ of the **CITY OF CINCINNATI**, an Ohio municipal corporation, on behalf of the municipal 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, Suite 214,
 Cincinnati, Ohio 45202

EXHIBIT B
to Quitclaim Deed
Legal Description

Auditor's Parcel No.: None

Property Address: None; former unnamed public right-of-way located in the East End neighborhood between Watson and Wenner Streets

**PORTION OF UNNAMED ALLEY
CONTAINING 0.1125 TOTAL ACRES**

SITUATE IN SECTIONS 25 AND 31, TOWN 4, FRACTIONAL RANGE 2, COLUMBIA TOWNSHIP, MIAMI PURCHASE, CITY OF CINCINNATI, HAMILTON COUNTY, OHIO, AND BEING A PORTION OF AN UNNAMED ALLEY MORE PARTICULARLY DEPICTED ON THE PLAT OF PARTITION AMONG THE HEIRS OF N.G. PENDLETON AND J. STRADER DEC'D AS RECORDED IN PLAT BOOK 2, PAGES 166-167 AND FURTHER DEPICTED IN DEED BOOK 137, PAGES 523-525, HAMILTON COUNTY, OHIO RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SET IRON PIN AT THE NORTHWESTERLY CORNER OF LOT 10 OF SAID PLAT OF PARTITION AS RECORDED IN PLAT BOOK 2, PAGES 166 & 167,

THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID UNNAMED ALLEY, SOUTH 31°15'54" WEST, A DISTANCE OF 275.00 FEET TO A SET IRON PIN AT THE SOUTHWESTERLY CORNER OF LOT 23 OF SAID PLAT OF PARTITION;

THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE AND THROUGH THE RIGHT-OF-WAY OF SAID UNNAMED ALLEY, THE FOLLOWING THREE (3) COURSES:

1. NORTH 56°49'11" WEST, A DISTANCE OF 10.01 FEET TO A SET IRON PIN,
2. NORTH 31°15'54" EAST, A DISTANCE OF 60.00 FEET TO A SET IRON PIN, AND
3. NORTH 56°49'11" WEST, A DISTANCE OF 10.01 FEET TO A SET IRON PIN WITHIN THE WEST RIGHT-OF-WAY LINE OF SAID UNNAMED ALLEY, ALSO BEING THE SOUTHEASTERLY CORNER OF LOT 16 OF SAID PLAT OF PARTITION;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF SAID UNNAMED ALLEY, NORTH 31°15'54" EAST, A DISTANCE OF 215.00 FEET TO A SET IRON PIN;

THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE AND THROUGH THE RIGHT-OF-WAY OF SAID UNNAMED ALLEY, SOUTH 56°49'11" EAST, A DISTANCE OF 20.01 FEET TO THE POINT OF BEGINNING, CONTAINING – 0.1125 ACRES OF LAND.

NORTH AND BEARING SYSTEM BASED UPON THE OHIO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD83, COLLECTED DURING A FIELD SURVEY PERFORMED AND PREPARED BY MYSELF OR UNDER MY DIRECT SUPERVISION.

PREPARED BY:

J. BRYANT ABT

OH PS #8593

937-558-6671

301 BOURBON STREET, BLANCHESTER, OH 45107

BA LAND PROFESSIONALS, LLC

ABT@BALANDPROS.COM

FOR: INFRASTRUCTURE & DEVELOPMENT ENGINEERING, INC.

{00385312-3}