

# CONTRACT TO SELL REAL PROPERTY

REFERENCE 3139 Reading Road and  
Parcel 106-0001-0317-00

The undersigned, hereinafter called the "Vendor," who represents that he (she) (it) is the owner of the real property described below, hereby, for himself (herself) (itself), his (her) heirs, executors, administrators (its) successors and assigns, agrees to convey to the United States of America and its assigns, in accordance with the terms and conditions set forth herein, the land, together with the buildings and improvements thereon, unless specifically excepted, and all rights, hereditaments, easements, and appurtenances thereto.

The real property which the Vendor agrees to convey to the United States of America and its assigns is located in:

CITY	Cincinnati	COUNTRY	United States of America	STATE	Ohio
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as shown by the attached plat and more particularly described as follows:

## Legal Description 0.035 Acre Tract - Auditor's Parcel 106-0001-0317-00

Situated in Section 8, Township 3, Fractional Range 2, Miami Purchase, City of Cincinnati, County of Hamilton, State of Ohio, and being a portion of that real estate conveyed to the City of Cincinnati in Official Record 13795, Page 1913 and being more particularly bounded and described as follows:

Being a parcel of land lying on the west side of Reading Road as shown and delineated upon the centerline plat within the right-of-way plans designated as HAM-71-3.81 (Partial Takes) prepared for the Ohio Department of Transportation by Barr & Prevost, Inc., as recorded in PB 446, Pages 33-40, which plat was corrected and re-recorded in PB 484, Pages 20-40:

Beginning at an aluminum right-of-way reference monument disk found, stamped "Ohio Department of Transportation", said monument being 61.59 feet left of Station 88+65.01 in the centerline of Martin Luther King Jr. Drive, said monument also being 80.85 feet left of Station 317+28.09 in the centerline of said Reading Road;

Thence South 4° 21' 27" West a distance of 61.59 feet to Station 88+65.01 in the centerline of said Martin Luther King Jr. Drive;

Thence along said centerline the following two courses:

- 1) With a curve to the left having a radius of 3824.72 feet, a central angle of 0° 22' 53", and arc length of 25.46 feet, a chord bearing South 85° 50' 00" East, and a chord distance of 25.46 feet to Station 88+90.47 in said centerline;
- 2) South 86° 01' 26" East a distance of 60.14 feet to the intersection of said centerline with the centerline of said Reading Road, said point being Station 89+50.61 in the centerline of said Martin Luther King Jr. Drive, said point also being Station 316+61.19 in the centerline of said Reading Road;

Thence along the centerline of said Reading Road North 0° 06' 56" East a distance of 45.95 feet to Station 317+07.14 in said centerline;

Thence leaving said centerline of said Reading Road North 89° 53' 04" West a distance of 32.66 feet to the original westerly right-of-way of said Reading Road;

Thence along said westerly line the following two courses:

- 1) North 4° 32' 40" East a distance of 215.04 feet;
- 2) North 14° 48' 00" East a distance of 102.16 feet to an iron pin found;

Thence North 82° 07' 01" West a distance of 40.08 feet to an iron pin set in the existing westerly right-of-way line of said Reading Road, said pin also being the TRUE PLACE OF BEGINNING for the parcel herein;

Thence North 82° 07' 01" West a distance of 26.48 feet (passing an iron pin set at a distance of 10.83 feet) to a magnetic nail set at the southwesterly corner;

Thence along the westerly line North 14° 48' 00" East a distance of 51.12 feet to a PK nail found at the northwesterly corner;

Thence along the northerly line South 84° 01' 50" East a distance of 31.27 feet to iron pin set at the existing westerly right-of-way line of said Reading Road;

Thence along said westerly line the following two courses:

- 1) South 14° 12' 35" West a distance of 16.48 feet;
- 2) South 22° 18' 48" West a distance of 36.56 feet to the TRUE PLACE OF BEGINNING, containing 0.035 acres.

**Legal Description 0.316 Acre Tract – Auditor’s Parcel 106-0001-0320-00**

Situated in Section 8, Township 3, Fractional Range 2, Miami Purchase, City of Cincinnati, County of Hamilton, State of Ohio, and being a portion of that real estate conveyed to the City of Cincinnati in Official Record 13795, Page 1922 and being more particularly bounded and described as follows:

Being a parcel of land lying on the west side of Reading Road as shown and delineated upon the centerline plat within the right-of-way plans designated as HAM-71-3.81 (Partial Takes) prepared for the Ohio Department of Transportation by Barr & Prevost, Inc., as recorded in PB 446, Pages 33-40, which plat was corrected and re-recorded in PB 484, Pages 20-40:

Beginning at an aluminum right-of-way reference monument disk found, stamped "Ohio Department of Transportation", said monument being 61.59 feet left of Station 88+65.01 in the centerline of Martin Luther King Jr. Drive, said monument also being 80.85 feet left of Station 317+28.09 in the centerline of said Reading Road;

Thence South 4° 21' 27" West a distance of 61.59 feet to Station 88+65.01 in the centerline of said Martin Luther King Jr. Drive;

Thence along said centerline the following two courses:

- 1) With a curve to the left having a radius of 3824.72 feet, a central angle of 0° 22' 53", and arc length of 25.46 feet, a chord bearing South 85° 50' 00" East, and a chord distance of 25.46 feet to Station 88+90.47 in said centerline;
- 2) South 86° 01' 26" East a distance of 60.14 feet to the intersection of said centerline with the centerline of said Reading Road, said point being Station 89+50.61 in the centerline of said Martin Luther King Jr. Drive said point also also being Station 316+61.19 in the centerline of said Reading Road;

Thence along the centerline of said Reading Road North 0° 06' 56" East a distance of 45.95 feet to Station 317+07.14 in said centerline;

Thence leaving said centerline of said Reading Road North 89° 53' 04" West a distance of 32.66 feet to the original westerly right-of-way of said Reading Road;

Thence along said westerly line the following two courses:

- 1) North 4° 32' 40" East as distance of 215.04 feet;
- 2) North 14° 48' 00" East a distance of 286.23 feet (passing an iron pin found at a distance of 102.16 feet and a PK nail found at a distance of 155.53 feet);

Thence North 84° 01' 50" West a distance of 29.38 feet to an iron pin set in the existing westerly right-of-way line of said Reading Road, said pin also being the TRUE PLACE OF BEGINNING for the parcel herein;

Thence North 84° 01' 50" West a distance of 306.54 feet (passing an iron pin found at a distance of 35.62 feet) to an iron pin found at the southwesterly corner;

Thence along the westerly line North 6° 14' 10" East a distance of 43.50 feet to an iron pin set at the northwesterly corner;

Thence along the northerly line the following three courses:

- 1) South 84° 13' 27" East a distance of 267.92 feet to an iron pin found;
- 2) North 6° 10' 40" East a distance of 0.30 feet;
- 3) South 84° 13' 09" East a distance of 50.00 feet to an iron pin set in said westerly right-of-way line of said Reading Road;

Thence along a westerly right-of way line South 20° 26' 32" West a distance of 46.34 feet to the TRUE PLACE OF BEGINNING, containing 0.316 acres.

**Legal Description 0.002 Acre Tract – Auditor’s Parcel 106-0001-0319-00**

Situated in Section 8, Township 3, Fractional Range 2, Miami Purchase, City of Cincinnati, County of Hamilton, State of Ohio, and being a portion of that real estate conveyed to the City of Cincinnati in Official Record 13795, Page 1879 and being more particularly bounded and described as follows:

Being a parcel of land lying on the west side of Reading Road as shown and delineated upon the centerline plat within the right-of-way plans designated as HAM-71-3.81 (Partial Takes) prepared for the Ohio Department of Transportation by Barr & Prevost, Inc., as recorded in PB 484, Pages 20-40;

Beginning at an aluminum right-of-way reference monument disk found, stamped "Ohio Department of Transportation", said monument being 61.59 feet left of Station 88+65.01 in the centerline of Martin Luther King Jr. Drive, said monument also being 80.85 feet left of Station 317+28.09 in the centerline of said Reading Road;

Thence South 4° 21' 27" West a distance of 61.59 feet to Station 88+65.01 in the centerline of said Martin Luther King Jr. Drive;

Thence along said centerline the following two courses:

- 1) With a curve to the left having a radius of 3824.72 feet, a central angle of 0° 22' 53", and arc length of 25.46 feet, a chord bearing South 85° 50' 00" East, and a chord distance of 25.46 feet to Station 88+90.47 in said centerline;
- 2) South 86° 01' 26" East a distance of 60.14 feet to the intersection of said centerline with the centerline of said Reading Road, said point being Station 89+50.61 in the centerline of said Martin Luther King Jr. Drive, said point also being Station 316+61.19 in the centerline of Reading Road;

Thence along the centerline of said Reading Road North 0° 06' 56" East a distance of 45.95 feet to Station 317+07.14 in said centerline;

Thence leaving said centerline of said Reading Road North 89° 53' 04" West a distance of 32.66 feet to the original westerly right-of-way of said Reading Road;

Thence along said westerly line the following three courses:

- 1) North 4° 32' 40" East a distance of 215.04 feet;
- 2) North 14° 48' 00" East a distance of 286.23 feet (passing an iron pin found at a distance of 102.16 feet and a PK nail found at a distance of 155.53 feet);
- 3) North 14° 39' 40" East a distance of 45.47 feet;

Thence North 84° 13' 09" West a distance of 24.67 feet to an iron pin set in the existing westerly right-of-way line of said Reading Road, said pin also being the TRUE PLACE OF BEGINNING for the parcel herein ;

Thence North 84° 13' 09" West a distance of 50.00 feet to an iron pin found at one of the northwesterly corners;

Thence along one of the westerly lines North 6° 10' 40" West a distance of 1.40 feet to an iron pin found at one of the northwesterly corners;

Thence along the northerly line North 84° 09' 20" East a distance of 50.34 feet to an iron pin set in the existing westerly right-of-way line of said Reading Road;

Thence along said westerly line South 20° 26' 32" West a distance of 1.39 feet to the TRUE PLACE OF BEGINNING, containing 0.002 acres.

**Legal Description for Vacation - 0.044 Acre Cut-up plat from Reading Road Right-of-Way – Cut from Auditor's Parcel 106-0001-0276**

Situated in Section 8, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, County of Hamilton, State of Ohio and being part of Reading Road, the boundary of which being more particularly described as follows:

Beginning at a found 5/8" iron pin in the west right-of-way line of reading road being North 47° 51' 04" East a distance of 44.62 feet from the intersection of said west right-of-way with the north right-of-way line of Martin Luther King Jr. Drive;

Thence along said west right-of-way line, along a curve to the right an arc distance of 251.70 feet to a set 1" iron pin in the south line of a parcel being conveyed to City of Cincinnati in O.R. 14380, Page 24, said curve having a radius of 1504.40 feet, a delta of 9° 35' 10" and a chord bearing North 07° 01' 38" East distance of 251.41 feet;

Thence along said south line, South 82° 08' 19" East a distance of 10.83 feet to a set 5/8" iron pin;

Thence along new division lines, the following three (3) courses:

- 1) South 15° 14' 57" West, a distance of 44.56 feet to a set 5/8" iron pin;
- 2) Along a curve to the left an arc distance of 199.35 feet to a set 5/8" iron pin, said curve having a radius of 1496.90 feet, a delta of 7° 37' 49" and a chord bearing South 06° 19' 51" West a distance of 199.20 feet;
- 3) South 47° 51' 04" West a distance of 10.52 feet to a point to the TRUE PLACE OF BEGINNING.

Containing 0.044 acres, more or less, and being subject to easements, restrictions and rights-of-way of record.

Bearings are based on the old north right-of-way line of Martin Luther King Jr. Drive established by a survey done by Woolpert Inc. on 8/15/2006 being North 84° 02' 21" West.

Other Terms: See Addendum 1.

The Vendor covenants and agrees to convey to the United States of America and its assigns the indefeasible fee simple title to the above-described land subject only to the following outstanding rights in third parties: (if "none," so state)

Any recorded public utility easements including easements for electric, natural gas, and sewer lines, not including vacated Union Avenue utilities.

The Vendor specifically reserves and excepts the following rights and interests in the above-described property: (if "none," so state)

None

The Vendor and the spouse, if any, of the Vendor, by signing below, agrees to join in any deed to the United States, and agrees to convey said real property to the United States of America and its assigns in consideration of the sum of

One million three hundred seventy thousand five hundred \$1,370,500.00

dollars (\$

which amount shall be paid at the time the title to the properties becomes vested in the United States.

The Vendor further agrees that the United States of America shall have 60 days to indicate its acceptance of the contract price and the terms and conditions herein, by mailing or delivering a copy of this contract signed by a duty authorized representative of the United States, to the Vendor at the address indicated below.

NAME AND ADDRESS OF VENDOR  
(Include street address, city, state & ZIP code)

City of Cincinnati  
Attn: City Manager  
801 Plum Street  
Cincinnati, Ohio 45202

SIGNED, SEALED AND  
DELIVERED THIS DATE: \_\_\_\_\_

By:

Vendor (Signature)

John P. Curp, Interim City Manager  
(Title)

ACCEPTANCE OF OFFER TO SELL REAL PROPERTY

Date:

The offer of the Vendor contained herein is  
hereby accepted for and on behalf of

THE UNITED STATES OF AMERICA

By:

\_\_\_\_\_  
(Title)

SEEN AND ACKNOWLEDGED:

Approved as to Form:

\_\_\_\_\_  
Assistant City Solicitor

Certified Date: \_\_\_\_\_

Fund/Code: \_\_\_\_\_

Amount: \_\_\_\_\_

By: \_\_\_\_\_

Karen Alder, City Finance Director

# TERMS AND CONDITIONS OF CONTRACT

**1. SURVEY WITH PRICE ADJUSTMENT IF LESS OR GREATER AREA.** The description of the property is subject to such modifications as may be necessary to conform to a survey of the property to be made by and at the expense of the United States. In the event that the property to be conveyed has an area less or greater than indicated by the dimensions given in the description (clear building space, exclusive of sidewalks, etc.) at the election of the United States an equitable adjustment shall be made in the amount of the purchase price. The United States is not obligated to conclude the purchase of an area less than the described.

**2. SATISFACTORY TITLE AND TITLE EVIDENCE.** In order for the land to be acquired by voluntary conveyance, the title must be satisfactory to the Attorney General of the United States. The United States will defray the expenses incident to the preparation and recordation of the deed and obtaining of title evidence. In the event that the title to the property should be unsatisfactory, the Vendor agrees to deliver or cause to be delivered to the United States, at the Vendor's expense, such deeds, releases, affidavits, or other title instruments as the Attorney General may require to cure the title defects. Should the Vendor fail to cure the title defects within sixty (60) days (or such extended period as the Attorney General may allow) after receipt of written notice of such defects, the United States may elect either to terminate this contract by giving written notice of termination to the Vendor, or it may condemn the property as provided in paragraph 4 hereof. If the United States should give such notice of termination, the contract and the obligations incurred thereunder shall be deemed terminated as of the date of such notice without liability by the United States.

b. The title when conveyed to the United States shall be clear of all mineral rights and interests, easements, restrictions, and leases, except those which may be acceptable to the United States. All judgments, taxes, assessments, liens or encumbrances of any sort, existing or inchoate, shall be satisfied. However, it shall not be necessary to discharge liens and mortgages until such time as the transfer of title to the Government is made. The Vendor will be reimbursed by the United States for the pro rata portion of prepaid real property taxes which are allocable to a period subsequent to the date of vesting title in the United States, or the effective date of possession of the property by the United States, whichever is earlier. The United States will defray the penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the property.

**3. DEED.** Title to the property shall be conveyed to the United States by a general warranty deed, which shall be satisfactory to the Attorney General, except that instruments of conveyance by states, municipal corporations, fiduciaries, and persons acting solely in a representative capacity need not contain general warranty covenants, if otherwise satisfactory to the Attorney General. The purchase price recited in the deed shall be the actual consideration paid by the United States. The deed will be prepared by the United States and recorded at its own expense. The Vendor shall, however, obtain and affix to the deed documentary revenue stamps required by law as and if applicable. The Vendor will be reimbursed by the United States for such transfer taxes. The United States acknowledges that Vendor will convey the Property to the United States via deed without any warrantee covenants.

**4. CONDEMNATION PROCEEDINGS.** The United States has the right to acquire the property by institution of condemnation proceedings in the appropriate Federal court having jurisdiction. The Vendor agrees to cooperate with the United States in the prosecution of such condemnation proceedings and expressly consents that this contract to sell real

property can be used as a basis for stipulation therein for the purpose of fixing the just compensation of the property. The Vendor further agrees that any and all awards of just compensation that may be determined by judgment of the court on behalf of any and all persons, corporations, or associations, other than the Vendor, shall be deducted from the purchase price, and the Vendor consents to the entry of such judgments, if any, and to accept the remaining balance as full and just compensation for the taking of the property described.

**5. DIMINUTION IN VALUE, LOSS OR DAMAGE.** The Vendor agrees not to do, or permit others to do, any act by which the value of the subject property may be diminished or whereby the title to the property may be encumbered. The Vendor further agrees that if any loss or damage to the property, or to any part thereof, should occur from fire or acts of God or any other cause prior to the vesting of satisfactory title to the property in the United States or delivery of possession, whichever occurs first, the loss or damage shall be borne by the Vendor, and the United States may, without liability, refuse to accept conveyance of the property.

**6. ENTIRE SITE TO BE ACQUIRED.** If the property described in this contract is composed of more than one parcel of land, the United States shall be under no obligation to acquire any parcel until the Attorney General shall have rendered a favorable opinion on the title to all the parcels embraced in the entire tract. Where the United States determines that a portion of the property shall be acquired by condemnation proceedings, as provided in paragraph 4, the United States shall not be required to conclude the purchase of any parcel until the entire tract has been acquired.

**7. ATTEMPTED VARIATIONS.** No variations or departure from the terms of this contract will be binding on the United States unless previously agreed upon in writing by the Director of the Centers for Disease Control and Prevention and the City Manager of the Vendor or their duly authorized representatives.

**8. OFFICIALS NOT TO BENEFIT.** No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise thereupon; but this provision shall not be construed to extend to the contract if made with a corporation for its general benefit.

**9. COVENANT AGAINST CONTINGENT FEES.** The Vendor and the United States each warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by such party for the purpose of securing business. For breach of violation of this provision, the United States shall have the right to annul this contract without liability or in its discretion to deduct from the contract price the full amount of such commission, percentage, brokerage, or contingent fee.

**10. EXAMINATION OF RECORDS.** The Vendor agrees that the Comptroller General of the United States or any of his duty authorized representatives shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Vendor involving transactions related to this contract.

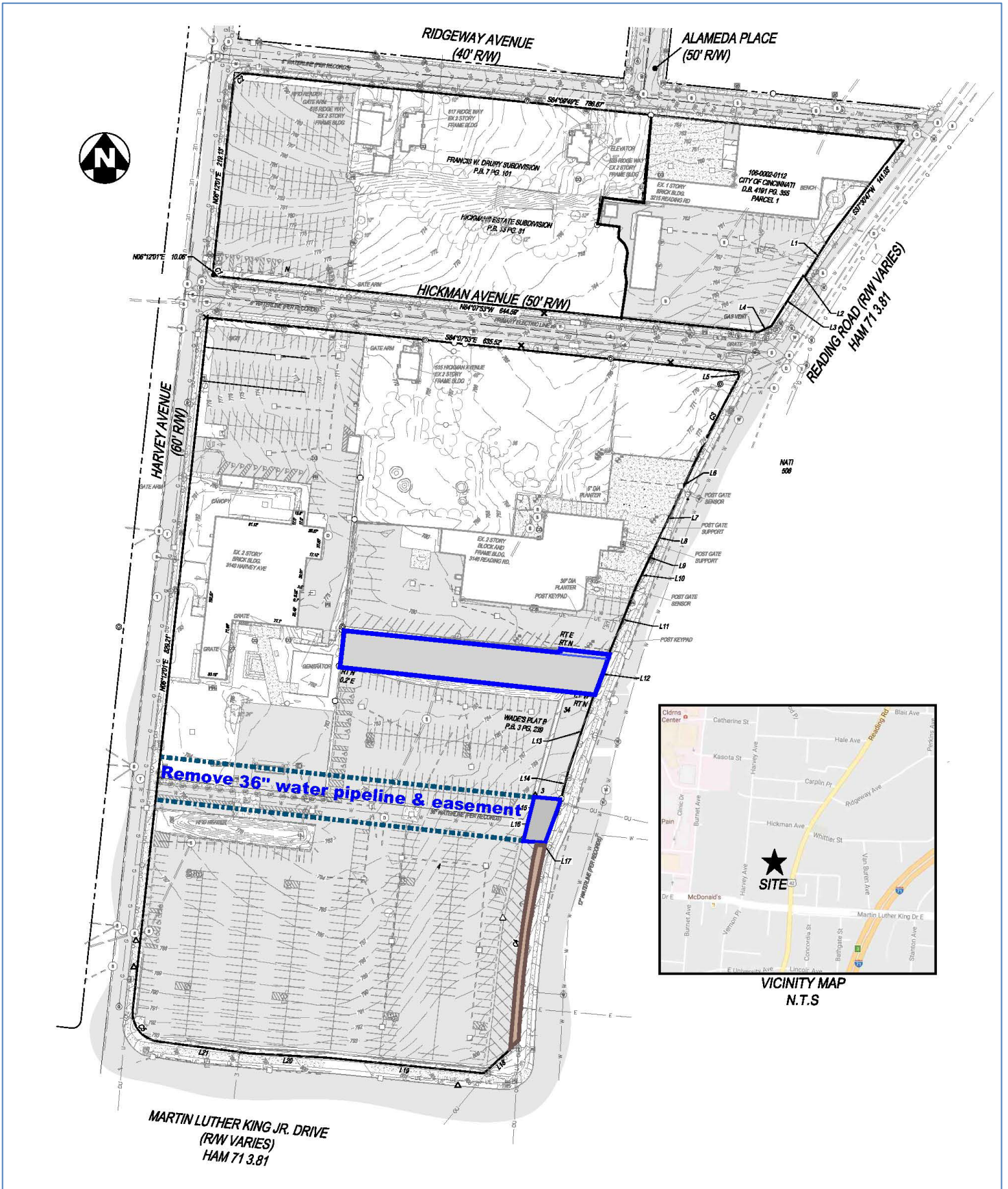


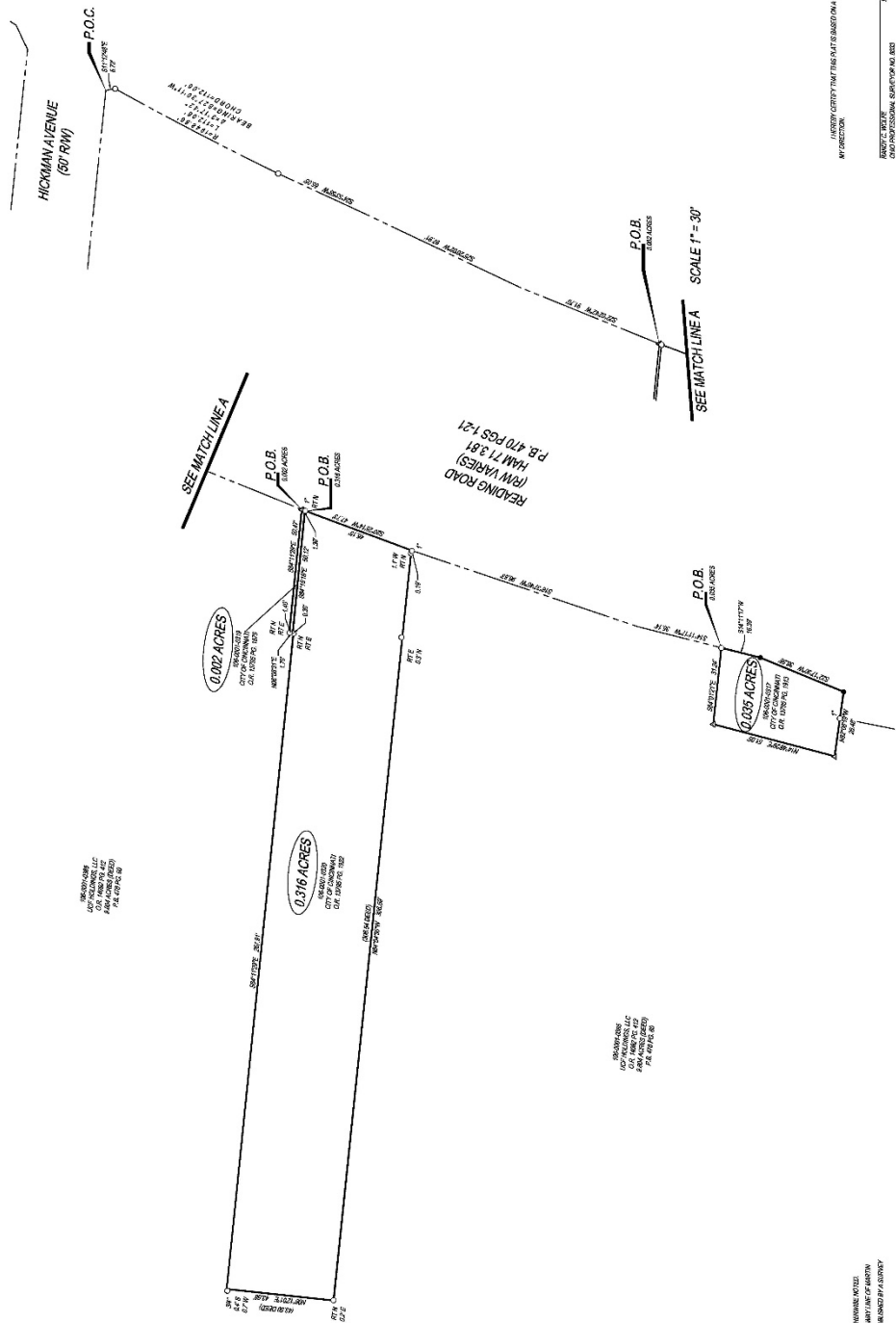
Figure 1 Figure 1 – 0.353-acre sale parcels and 0.044-acre cut-up plat from Reading Road right-of-way vacation



INSPIRED PEOPLE ▶ CREATIVE DESIGN ▶ TRANSFORMING COMMUNITIES

		<p>DATE: 11-04-2019 PROJECT: 11-04-2019 SCALE: 1" = 30' SHEET NO.: 1 OF 1</p>
	<p><b>BOUNDARY SURVEY</b> <b>0.353 ACRES</b> SECTION 16, T10N, R12E, S11W, RANGE 12, TOWNSHIP 10 NORTH, RANGE 12 WEST, COUNTY 10, OHIO</p>	<p>DATE: 11-04-2019 PROJECT: 11-04-2019 SCALE: 1" = 30' SHEET NO.: 1 OF 1</p>

ACRES	APPLICABLE	APPLICABLE	APPLICABLE	APPLICABLE	APPLICABLE
0.082 ACRES	APPLICABLE	APPLICABLE	APPLICABLE	APPLICABLE	APPLICABLE
0.316 ACRES	APPLICABLE	APPLICABLE	APPLICABLE	APPLICABLE	APPLICABLE
0.035 ACRES	APPLICABLE	APPLICABLE	APPLICABLE	APPLICABLE	APPLICABLE



I HEREBY CERTIFY THAT THIS PLAN IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEYED PROPERTY AND IS ACCURATE AS SHOWN ON THIS PLAN.

DAVID C. KLEINGERS  
PROFESSIONAL SURVEYOR NO. 11587

Figure 2 – 0.353-acre sale parcels – (Outdated to be replaced per new ALTA Survey)





INSPIRED PEOPLE CREATIVE DESIGN TRANSFORMING COMMUNITIES

- NOTES**
1. SOURCE DOCUMENTS AS NOTED
  2. OCCUPANCY AS SHOWN ON THIS DRAWING
  3. INFORMATION FROM PUBLIC RECORDS AND FIELD SURVEY IS THE BASIS FOR THIS DRAWING
  4. THIS DRAWING IS NOT TO BE USED FOR CONSTRUCTION OF ANY STRUCTURE WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER OF RECORD
  5. PROFESSIONAL ENGINEER'S LICENSE NO. 035266

**READING ROAD**  
 Survey of 1.2061 ACRES  
 Surveyed by JOHN J. WATSON, INC.  
 Survey No. 2012-001  
 Date of Survey: 08/21/12  
 City of Cincinnati  
 Hamilton County, Ohio

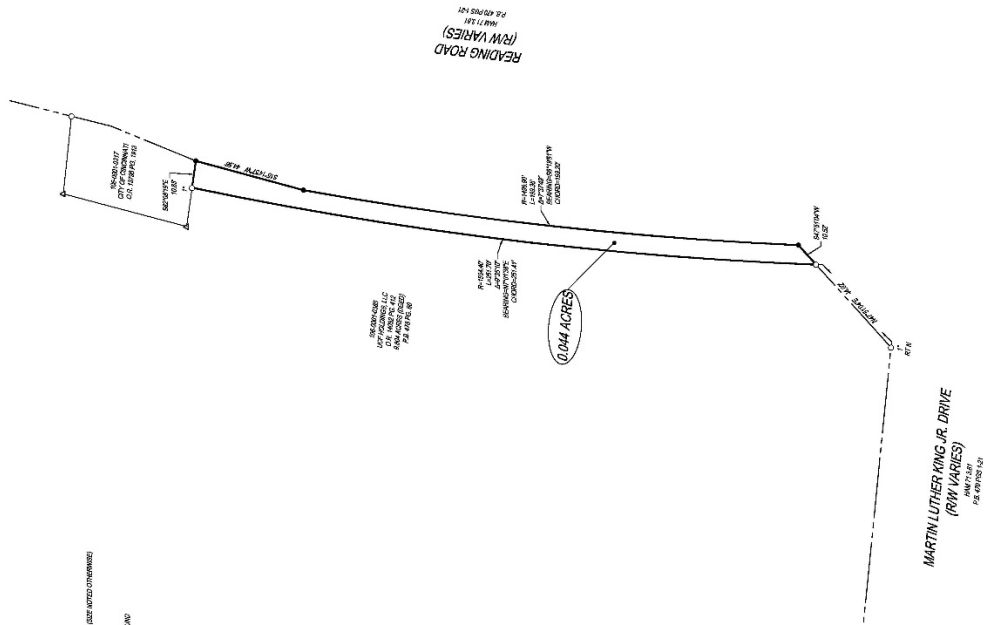
Area of 1.2061 ACRES  
 Surveyed by JOHN J. WATSON, INC.  
 Survey No. 2012-001  
 Date of Survey: 08/21/12  
 City of Cincinnati  
 Hamilton County, Ohio

Area of 1.2061 ACRES  
 Surveyed by JOHN J. WATSON, INC.  
 Survey No. 2012-001  
 Date of Survey: 08/21/12  
 City of Cincinnati  
 Hamilton County, Ohio

Area of 1.2061 ACRES  
 Surveyed by JOHN J. WATSON, INC.  
 Survey No. 2012-001  
 Date of Survey: 08/21/12  
 City of Cincinnati  
 Hamilton County, Ohio

**LEGEND**

- SETBACK (NOTED) (SEE NOTES 2 AND 3)
- SETBACK (NOTED)
- ▲ MEASUREMENT
- MEASUREMENT
- ⊕ SURVEY POINT



**THE KLEINGERS GROUP**  
 10000 WILSON AVENUE, SUITE 100  
 CINCINNATI, OHIO 45241  
 (513) 763-1000  
 WWW.KLEINGERSGROUP.COM




PLAT NO.	044-0001
DATE	04-27-2023
FILED	

**PLAT OF A PORTION OF READING ROAD 0.044 ACRES**  
 SECTION 11, TOWNSHIP 4, RANGE 4, CITY OF CINCINNATI, HAMILTON COUNTY, OHIO

PROJECT NO.	106-0001-0317-004
DATE	04-27-2023
FILED	

**CITY OF CINCINNATI**  
**1 OF 1**

AMOUNT CERTAIN THAT THIS PLAT IS REQUIRED BY ORDINANCE 100-01-001  
 BY DIRECTOR  
 DATE

# Contract to Sell Real Property

## Addendum 1

Reference: 3139 Reading Road and Parcel 106-0001-0317-00

May 24, 2022

The following are Additional Provisions that the United States of America is documenting as an Addendum to the Contract to Sell Real Property. Reference: 3139 Reading Road and Parcel 106-0001-0317-00.

### Additional Provisions

#### 1. General

- a. Following the closing and transfer of the subject parcels, the Vendor also agrees to the following:
  - i. Vacate the 0.044 acre Cut-up plat from Reading Road right of way Parcel 106-0001-0276, located adjacent to the south boundary line of remnant Parcel 106-0001-0317-00, within 120 days of the transfer of the fee title of the 3139 Reading Road and Parcel 106-0001-0317-00 properties to the United States. Following the approval of City ordinance to vacate the right of way, the Vendor agrees to convey the former right-of-way by quitclaim deed to the United States.
  - ii. For the identified consideration included within the purchase offer, the City and/or Greater Cincinnati Water Works (Vendor) agrees to relocate the GCWW owned and operated 36" water transport pipeline and inherent water delivery functions from the 9.804-acre parcel located at 3151 Reading Road (Auditors Parcel 106-0001-0385-00), and a single parcel subject of this Addendum 1 (0.035 acre Parcel 106-0001-0317-00) in the City of Cincinnati, Hamilton County, Ohio 45229 once acquired and owned by the United States, see Figure 1 below.
    - 1) With completion of relocation and abandonment of the 36" pipeline, the Vendor will act to remove any and all easements related to City-owned public utilities through formal recordation at the Hamilton County Ohio Records Office within 120 days of the pipeline currently located as noted above being removed from service by the GCWW.
    - 2) The Vendor will act to remove any and all actual or implied easements as established per City of Cincinnati Ordinance 220 – 1972 for any and all easements related to City-owned public utilities through formal recordation at the Hamilton County Ohio Records Office within 120 days of the pipeline currently located as noted above being removed from service by the GCWW. No other public utilities are known to exist except the 36" GCWW water pipeline.

## Contract to Sell Real Property

### Addendum 1

Reference: 3139 Reading Road and Parcel 106-0001-0317-00

May 24, 2021

- 3) GCWW will perform the work to complete limited abandonment of the 6" water line passing through the Hickman Avenue right-of-way (to be vacated) from Reading Road to Harvey Avenue.
  - a) Once all water services provided from the 6" main are no longer required per GCWW regulations or policy, GCWW will remove and cap the east and west ends of the 6" GCWW main to the east limit of Harvey Avenue right-of-way and the west limit of Reading Road right-of-way, or less, depending on GCWW standards concerning abandoned pipe removal within rights-of-way (not within actual boundary of vacated Hickman Avenue).
  - b) Work to remove or abandon the remainder of the 6" water main wholly within the boundary of vacated Hickman Avenue right-of-way will be completed by the United States.
  - c) See other agreed coordination work with GCWW below.

#### 2. Project Design and Site Development

- a. Proposed Design Jury/Reviews
  - i. The United States invited the Uptown Innovation Corridor Design Review Committee (UICDRC), representatives from the City of Cincinnati, representatives from Senator Brown's Staff, and representatives from Senator Portman's staff to participate in design jury/reviews at the end of the Schematic Design Phase on May 12, 2021. CDC welcomed the UICDRC's participation and critique of the architectural design and character of the project.
- b. Security setback
  - i. Per U.S. Department of Homeland Security requirements, the United States will provide a security setback of 100 feet from the property boundary to the laboratory/office building. In addition, the United States will provide a perimeter security fence/barrier at the property boundary to establish the setback. The fence line will keep the general public from entering the federal property. The fence/barrier will be designed to reduce adverse visual impact along the streetscape and permit the viewshed of the federal property to be shared with the public outside the fence line.
- c. The United States intends to consolidate all parcels assembled for the development of the new CDC/NIOSH Campus ("Campus") and rezone the entire Campus property as Institutional-Residential (IR) through City processes, if not rezoned prior to purchase.
- d. The United States will strive to make the parking deck structure and transshipping building architecturally acceptable for the neighbors to the north. The IR zoning side yard

## **Contract to Sell Real Property**

### **Addendum 1**

Reference: 3139 Reading Road and Parcel 106-0001-0317-00

May 24, 2021

requirements along Ridgeway Avenue may not be met, and a formal zoning variance request may be considered. The United States intends to comply to the greatest extent feasible, but the federal government is not obligated to comply with local ordinances.

- e. The United States will provide the number of handicap parking spaces on Campus required by local ordinances.

#### **3. Department of Transportation & Engineering (DOTE) Coordination**

- a. The United States and its project design contractor will coordinate with the Vendor to design the road and traffic signal modifications. The site access points were generally established in the Final Environmental Impact Statement (FEIS) but may have been modified during the design process.
- b. The United States will locate the Campus main employee/visitor entrance gate inboard of the property line, away from Reading Road to allow 180-degree turn around for vehicles to return to Reading Road and to minimize impacts to traffic flow on Reading Road. This gate will be usually opened during the day and closed at night. Other fixed and mechanical automobile security barriers will be provided well away from the roadways to allow vehicle stacking inside the Campus, not on the public roadways.
- c. The United States will align the primary employee and visitor Campus entrance with Whittier Avenue, across Reading Road. The intersection alignment will consider previous Vendor approved development plans and intersection designs for the entry/exits from the east side of Reading Road onto Reading Road.
- d. The United States will add or modify the traffic signal and add a left turn lane from the existing center turn lane at the intersection of Reading Road and the Campus employee/visitor entrance. The United States has determined a right deceleration/turn lane for Reading Road southbound employees or visitors into the Campus is not required to minimize impacts on the southbound traffic along Reading Road.
- e. The United States will relocate the east curb, gutter, and sidewalk adjacent to the Campus along Harvey Avenue from Martin Luther King Jr. Drive East to Ridgeway Avenue to increase the roadway, curb to curb, for 50' clear width and public right-of-way increased from 60' to 66', or more, with sidewalk widening considered. The current development plan, as recommended pursuant to the Traffic Study, is for the Vendor to remove street parking along the east side of Harvey Avenue, with no additional parking to be added to the west side of Harvey Avenue as the roadway width is being increased to accommodate increased traffic flow in the area surrounding the development; however, the parties acknowledge that the Vendor, via City DOTE, has the sole ability to decide or dictate the location of any and all on-street parking, including, without limitation, adding or otherwise not removing such as per the current plan referenced herein. The Vendor must recognize that on-street

## **Contract to Sell Real Property**

### **Addendum 1**

Reference: 3139 Reading Road and Parcel 106-0001-0317-00

May 24, 2021

- parking adjacent to the development will create a security risk for the United States and that the road widening is being provided only to improve traffic flow. The roadway restriping work in the development project does not provide sufficient width to allow parallel parking along the curbs. The United States will infill the asphalt gap created by relocating the curb, gutter, and sidewalk to meet Vendor standards, but the whole roadway will not be overtopped with asphalt paving. The United States may only do minor paving and restriping work offsite of the CDC/NIOSH Campus property boundary. For increased pedestrian safety, the sidewalk along the east side of Harvey Avenue will be widened from the existing width to the extent feasible approaching the requested 10-foot width and where a 5-foot landscape or tree planting zone will be provided behind the curb, except where both may not be feasible for the United States to maintain the security setback to the primary campus structures, and where the curb cut for truck delivery access into campus is required and truck driver's exiting site lines are not impaired. The United States will create a public right-of-way easement to include all portions of the sidewalk and/or roadway where it may be located on United States property.
- f. The United States will relocate the south curb, gutter, and sidewalk adjacent to the Campus along Ridgeway Avenue from Harvey Avenue to Reading Road, curb to curb, for 32' clear width and the public right-of-way increased from 40' to 48', or more, with sidewalk widening considered. The Vendor will agree to remove street parking along the south side of Ridgeway Avenue. Street parking may remain on the north side of Ridgeway Avenue. The current development plan, as recommended pursuant to the Traffic Study, is for the Vendor to remove street parking along the south side of Ridgeway Avenue as the roadway width is being increased to accommodate increased traffic flow in the area surrounding the Development; however, the parties acknowledge that the Vendor, via City DOTE, has the sole ability to decide or dictate the location of any and all on-street parking, including, without limitation, adding or otherwise not removing such as per the current plan referenced herein. The Vendor must, however, recognize that on-street parking adjacent to the development will create a security risk for the United States and that the road widening is being provided only to improve traffic flow. The roadway restriping work in the development project does not provide sufficient width to allow parallel parking along the south curb. The United States will infill the asphalt gap created by the curb, gutter, and sidewalk relocation to meet Vendor standards, but the whole roadway will not be overtopped with asphalt paving. The United States may only do minor paving and restriping work offsite the CDC/NIOSH Campus property boundary. For increased pedestrian safety, the sidewalk along the south side of Ridgeway Avenue will be widened from the existing width to the extent feasible, bettering the existing width, and approaching the requested 10-foot width, and where a 5-foot landscape or tree planting zone will be provided behind

## **Contract to Sell Real Property**

### **Addendum 1**

Reference: 3139 Reading Road and Parcel 106-0001-0317-00

May 24, 2021

- the curb except where the curb cut for fire truck access into campus is required, and where site lines may be impaired at the Reading Road intersection. The United States will create a public right-of-way easement to include all portions of the sidewalk and/or roadway where it may be located on United States property.
- g. The United States will locate the Campus truck delivery entrance on Harvey Avenue, south of Ridgeway Avenue, to provide minimum disruption to other traffic on Martin Luther King Jr. Drive East, Reading Road, and general traffic flows around the Ridgeway Avenue and Harvey Avenue intersection.
  - h. The United States will improve the Ridgeway Avenue and Reading Road intersection to provide a 90-degree approach and a left turn lane from Ridgeway to Reading Road by relocating the curb, gutter, and sidewalk on the southwest corner of this intersection. The United States will infill the asphalt gap created by the curb, gutter, and sidewalk relocation to meet Vendor standards, but the whole roadway will not be overtopped with asphalt paving. The United States may only do minor paving and restriping work offsite the Campus property boundary. The United States will create a public right of way easement along the sidewalk and/or roadway where it may be located on United States property. The United States will provide a new traffic signal and coordinate it with the existing traffic signal at Reading Road and Ridgeway Avenue East.
  - i. The United States will remove all abandoned curb cuts around the entire site and replace with curbs, gutters, and sidewalks meeting Vendor standards.
  - j. The United States' project design and construction contractors will comply with Vendor standards for roadway design and obtain DOTE approvals in all cases, to the extent feasible.
  - k. The United States' construction contractor will apply for and obtain all required permits. The United States may pay reasonable fees for the review of documents and inspections by the Vendor in the same manner as any typical permitted project.

#### **4. Greater Cincinnati Water Works (GCWW) Coordination**

- a. The United States will plan to cap utilities that are abandoned at the proposed new CDC/NIOSH Campus property line and remove them from the Campus. The United States' project design and construction contractors will complete all required design work, submission drawings, and permitting.
- b. The United States will pay reasonable fees for the review of documents and inspections by GCWW in the same manner as any typical permitted project.

#### **5. Fire Department Coordination**

- a. The United States will relocate any fire hydrants located in the right-of-way, properly engineer them, and request review and inspection by GCWW.

## **Contract to Sell Real Property**

### **Addendum 1**

Reference: 3139 Reading Road and Parcel 106-0001-0317-00

May 24, 2021

- b. The United States will install fire hydrants meeting Fire Department requirements inside the Campus security perimeter fence to allow Fire Department pumper truck hose connections without the need for hoses to cross the perimeter security fence.
- c. The United States will provide a water flow test and provide documentary results that meet Fire Department requirements.
- d. The United States will provide fire truck access pathways around the buildings. The roadways in some locations may be "grasscrete" or similar landscape paving that will support heavy truck weights. The United States will fully sprinkle all buildings as a self-insurance measure. None of the buildings will be high-rise structures.
- e. The United States will provide and identify break-out panels in the blast-resistant curtainwall for Fire Department's rescue portal or for smoke control during a fire event.
- f. The United States will coordinate with the Fire Department to assist with firefighting plans. The United States will coordinate a Campus walk-through the Fire Department at times to be mutually agreed, to help them understand response requirements, building hazards, etc.
- g. The United States may consider connecting alarm signals directly to the Fire Department to shorten the response time if the Vendor allows. Otherwise, the United States will employ a third-party UL listed service to verify alarm conditions before notifying the Cincinnati Emergency Communications Center (ECC).

#### **6. Stormwater Management Utility (SMU) Coordination**

- a. The United States will maintain and operate stormwater inlets on Government property. Any storm water inlets in the public right-of-way as required to properly drain the public roadways, or inlets relocated to the public right-of-way after closing Hickman Avenue, will be constructed to SMU standards and then turned over to the SMU to maintain and operate.
- b. The United States' project design contractor will submit Section 303 calculations for review by SMU.
- c. The United States' construction contractor will submit an erosion control plan for review by SMU.

#### **7. Metropolitan Sewer District (MSD) Coordination**

- a. The United States' construction contractor will apply for and obtain all required permits.
- b. Sewer availability has been approved based on the form previously submitted to MSD by the United States.
- c. The United States will complete the Permit to Install (PTI) from the Ohio EPA.
- d. The United States will complete both the Sewer Use Customer Application and the Medical Operations forms for the Division of Industrial Waste.

## **Contract to Sell Real Property**

### **Addendum 1**

Reference: 3139 Reading Road and Parcel 106-0001-0317-00

May 24, 2021

- e. The United States will plan to provide a utility easement for the existing 33" brick sewer running below Hickman Avenue, planned to remain functional.
- f. Note: The existing 18" combined sewer running within vacated Hickman Avenue will be abandoned and likely filled with flowable fill in lieu of removal. The existing pipe captures sewer flows only along Harvey Avenue from the existing abandoned buildings, and from the surface parking lots within the project development area. All existing buildings and parking lots in the development area will be demolished in the development project.

#### **8. Duke Energy Coordination**

- a. The United States will determine the impact or required changes to the existing utility services running along Hickman Avenue during schematic and subsequent design phases.
- b. The United States or Duke Energy will plan to relocate power and communications lines along Harvey Avenue and Ridgeway Avenue during the sidewalk relocation. Power and communications lines may be relocated above-ground or underground, depending on existing conditions, other unknowns and budget factors.
- c. The United States will establish and grant all utility easements where public utilities cross over or through United States property boundaries for both gas and electric utilities.

#### **9. Building and Inspections Department Coordination**

- a. The United States will consider paying reasonable fees for the review of construction documents in the same manner as any typical permitted project.



# Contract to Sell Real Property Addendum 1

Reference: 3139 Reading Road and Parcel 106-0001-0317-00

May 24, 2021

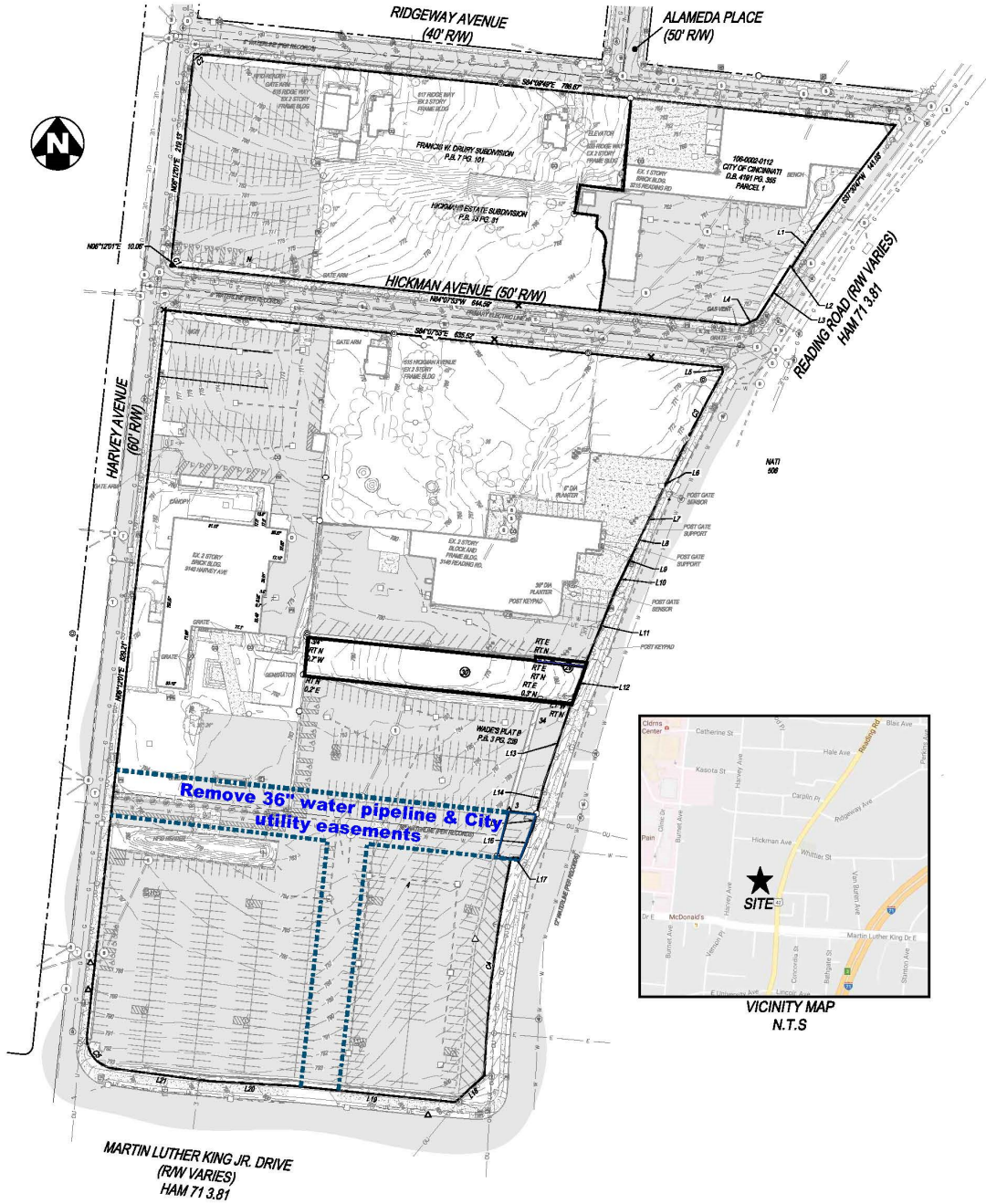


Figure 1 - 36" GCWW pipeline and all utility easements to be removed Harvey Ave. to Reading Rd.

### Contract to Sell Real Property

## Addendum 1

Reference: 3139 Reading Road and Parcel 106-0001-0317-00

May 24, 2021

The undersigned Vendor and the United States of America mutually agree that the Addendum 1 provisions above are to be incorporated and become part of the Contract to Sell Real Properties described as 3139 Reading Road and Parcel 106-0001-0317-00:

**Vendor:**

\_\_\_\_\_  
*(Signature and Title)*

\_\_\_\_\_  
*(Date)*

**United States of America:**

\_\_\_\_\_  
*(Signature and Title)*

\_\_\_\_\_  
*(Date)*

**SEEN AND ACKNOWLEDGED:**

Approved as to Form:

\_\_\_\_\_  
Assistant City Solicitor

Certified Date: \_\_\_\_\_

Fund/Code: \_\_\_\_\_

Amount: \_\_\_\_\_

By: \_\_\_\_\_

Karen Alder, City Finance Director

**END OF ADDENDUM 1**

**CONTRACT TO SELL REAL PROPERTY**

REFERENCE 3215 Reading Road

The undersigned, hereinafter called the "Vendor," who represents that he (she) (it) is the owner of the real property described below, hereby, for himself (herself) (itself), his (her) heirs, executors, administrators (its) successors and assigns, agrees to convey to the United States of America and its assigns, in accordance with the terms and conditions set forth herein, the land, together with the buildings and improvements thereon, unless specifically excepted, and all rights, hereditaments, easements, and appurtenances thereto.

The real property which the Vendor agrees to convey to the United States of America and its assigns is located in:

CITY	Cincinnati	COUNTRY	United States of America	STATE	Ohio
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as shown by the attached plat and more particularly described as follows:

**Legal Description 3215 Reading Road 1.363 Acres**

Situated in Section 8, Town 3, Fraction Range 2, Miami Purchase, City of Cincinnati, County of Hamilton, State of Ohio and being part of the land conveyed to City of Cincinnati in D.B. 4191 Pg. 355, the boundary of which being more particularly described as follows:

Beginning at a set 5/8" iron pin at the intersection of the west right of way line of Reading Road with the south right of way line of Ridgeway Avenue;

Thence along said west right of way line the following five (5) courses:

1. South 37°30'47" West a distance of 141.03 feet to a set 5/8" iron pin;
2. South 32°08'07" West a distance of 59.81 feet to a set 5/8" iron pin;
3. North 56°30'24" West a distance of 1.77 feet to a set 5/8" iron pin;
4. Along a curve to the left an arc distance of 70.85 feet to a set 5/8" iron pin, said curve having a radius of 1945.86 feet, a delta of 2°05'11" and a chord bearing South 32°27'01" West distance of 70.85 feet;
5. South 65°13'48" West a distance of 16.30 feet to a set 5/8" iron pin in the north right of way line of Hickman Avenue;

Thence along said north right of way line, North 84°07'53" West a distance of 164.84 feet to a set 5/8" iron pin at the southeast corner of a 1.8403 acre parcel of land conveyed to Uptown Transportation Authority, LLC in O.R. 14017 Pg. 703;

Thence along the lines of the said 1.8403 acre parcel, the following eleven (11) courses:

1. North 06°26'07" East a distance of 48.69 feet to a set 5/8" iron pin;
2. North 08°49'53" West a distance of 10.03 feet to a set 5/8" iron pin;
3. North 06°35'37" East a distance of 19.80 feet to a set 5/8" iron pin;
4. North 06°57'23" West a distance of 4.83 feet to a set mag nail;
5. North 20°09'23" West a distance of 4.82 feet to a set mag nail;
6. North 42°45'23" West a distance of 12.27 feet to a set 5/8" iron pin;
7. North 05°57'37" East a distance of 12.16 feet to a set 5/8" iron pin;
8. North 84°33'23" West a distance of 25.96 feet to a found 5/8" iron pin;
9. North 05°57'07" East a distance of 33.73 feet to a set 5/8" iron pin;
10. South 84°07'53" East a distance of 50.00 feet to a set 5/8" iron pin;
11. North 05°57'07" East a distance of 103.33 feet to a point in the aforesaid south right of way line of Ridgeway Avenue, being witnessed by a 5/8" iron pin found lying 0.2 feet south;

Thence along said south right of way line, South 84°09'49" East a distance of 302.54 feet to the Point of Beginning.

Containing 1.363 acres, more or less, and being subject to easements, restrictions and rights of way of record.

Bearings are based on the old north right of way line of Martin Luther King Drive being North 84°02'21" West and as established by a survey done by Woolpert Inc. on August 15, 2006.

**Legal Description for Vacation - 0.751 Acre Hickman Avenue Road Right-of-Way**

Situated in Section 8, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, County of Hamilton, State of Ohio and being Hickman Avenue and the remainder portion of a property conveyed to The City of Cincinnati in DB 3853 Page 232, the boundary of which being more particularly described as follows:

Commencing at the intersection of the west right of way line of Reading Road with the south right of way line of Ridgeway Avenue;

Thence along said west right of way line the following four (4) courses:

1. South 37°30'47" West a distance of 141.03 feet;
2. South 32°08'07" West a distance of 59.81 feet;
3. North 56°30'24" West a distance of 1.77 feet;
4. Along a curve to the left an arc distance of 70.85 feet to a set 5/8" iron pin at the intersection said west right of way and with the north right of way line of Hickman Avenue, being the true Point of Beginning, said curve having a radius of 1945.86 feet, a delta of 2°05'11" and a chord bearing South 32°27'01" West distance of 70.85 feet;

Thence continuing along said west right of way line, South 32°45'24" West a distance of 71.52 feet to a found 1" iron pin at the intersection of said west right of way line with the south right of way of Hickman Avenue;

Thence along said south right of way line, North 11°12'48" West, a distance of 5.73 feet to a found 5/8" iron pin;

Thence continuing, North 84°07'53" West a distance of 635.52 feet to a point in the east right of way line of Harvey Avenue, said point being witnessed by a found cross notch lying 2.5 feet west;

Thence along said east right of way line, North 06°12'01" East a distance of 60.06 feet to a set 5/8" iron pin at the intersection of said east right of way line with the aforementioned north right of way line of Hickman Ave;

Thence along said north right of way line of Hickman Avenue, along a curve to the left an arc distance of 15.77 feet to a set 5/8" iron pin, said curve having a radius of 10.00 feet, a delta of 90°19'53" and a chord bearing South 38°57'56" East distance of 14.18 feet;

Thence along said north right of way line of Hickman Avenue, South 84°07'53" East a distance of 645.17 feet to a set 5/8" iron pin;

Thence continuing, North 65°13'48" East a distance of 16.30 feet to a point to the Point of Beginning.

Containing 0.751 acres, more or less, and being subject to easements, restrictions and rights of way of record.

Bearings are based on the old north right of way line of Martin Luther King Drive established by a survey done by Woolpert Inc. on 8/15/2006 being North 84°02'21" West.

Other Terms: See Addendum 1.

The Vendor covenants and agrees to convey to the United States of America and its assigns the indefeasible fee simple title to the above-described land subject only to the following outstanding rights in third parties: (if "none," so state)

Any recorded public utility easements including easements for electric, natural gas, telephone, water and sewer lines.

The Vendor specifically reserves and excepts the following rights and interests in the above-described property: (if "none," so state)

Vendor and the United States hereby agree to work collaboratively to establish mutually beneficial easements in favor of any public utility affected by the vacation of all or a portion of formerly public street in conjunction with the future development of the site in such locations as may be mutually acceptable to the parties.

The Vendor and the spouse, if any, of the Vendor, by signing below, agrees to join in any deed to the United States, and agrees to convey said real property to the United States of America and its assigns in consideration of the sum of:

One million seven hundred thousand \$1,700,000.00  
dollars (\$

which amount shall be paid at the time the title to the properties becomes vested in the United States.

The Vendor further agrees that the United States of America shall have 60 days to indicate its acceptance of the contract price and the terms and conditions herein, by mailing or delivering a copy of this contract signed by a duly authorized representative of the United States, to the Vendor at the address indicated below.

NAME AND ADDRESS OF VENDOR  
(Include street address, city, state & ZIP code)

City of Cincinnati  
Attn: City Manager  
801 Plum Street  
Cincinnati, Ohio 45202

SIGNED, SEALED AND  
DELIVERED THIS DATE: \_\_\_\_\_

By: \_\_\_\_\_  
Vendor (Signature)  
John P. Curp, Interim City Manger  
(Title)

ACCEPTANCE OF OFFER TO SELL REAL PROPERTY

Date:

The offer of the Vendor contained herein is  
hereby accepted for and on behalf of

THE UNITED STATES OF AMERICA

By: \_\_\_\_\_  
(Title)

SEEN AND ACKNOWLEDGED:

Approved as to Form:

\_\_\_\_\_  
Assistant City Solicitor

Certified Date: \_\_\_\_\_

Fund/Code: \_\_\_\_\_

Amount: \_\_\_\_\_

By: \_\_\_\_\_

Karen Alder, City Finance Director

# TERMS AND CONDITIONS OF CONTRACT

**1. SURVEY WITH PRICE ADJUSTMENT IF LESS OR GREATER AREA.** The description of the property is subject to such modifications as may be necessary to conform to a survey of the property to be made by and at the expense of the United States. In the event that the property to be conveyed has an area less or greater than indicated by the dimensions given in the description (clear building space, exclusive of sidewalks, etc.) at the election of the United States an equitable adjustment shall be made in the amount of the purchase price. The United States is not obligated to conclude the purchase of an area less than the described.

**2. SATISFACTORY TITLE AND TITLE EVIDENCE.** In order for the land to be acquired by voluntary conveyance, the title must be satisfactory to the Attorney General of the United States. The United States will defray the expenses incident to the preparation and recordation of the deed and obtaining of title evidence. In the event that the title to the property should be unsatisfactory, the Vendor agrees to deliver or cause to be delivered to the United States, at the Vendor's expense, such deeds, releases, affidavits, or other title instruments as the Attorney General may require to cure the title defects. Should the Vendor fail to cure the title defects within sixty (60) days (or such extended period as the Attorney General may allow) after receipt of written notice of such defects, the United States may elect either to terminate this contract by giving written notice of termination to the Vendor, or it may condemn the property as provided in paragraph 4 hereof. If the United States should give such notice of termination, the contract and the obligations incurred thereunder shall be deemed terminated as of the date of such notice without liability by the United States.

b. The title when conveyed to the United States shall be clear of all mineral rights and interests, easements, restrictions, and leases, except those which may be acceptable to the United States. All judgments, taxes, assessments, liens or encumbrances of any sort, existing or inchoate, shall be satisfied. However, it shall not be necessary to discharge liens and mortgages until such time as the transfer of title to the Government is made. The Vendor will be reimbursed by the United States for the pro rata portion of prepaid real property taxes which are allocable to a period subsequent to the date of vesting title in the United States, or the effective date of possession of the property by the United States, whichever is earlier. The United States will defray the penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the property.

**3. DEED.** Title to the property shall be conveyed to the United States by a general warranty deed, which shall be satisfactory to the Attorney General, except that instruments of conveyance by states, municipal corporations, fiduciaries, and persons acting solely in a representative capacity need not contain general warranty covenants, if otherwise satisfactory to the Attorney General. The purchase price recited in the deed shall be the actual consideration paid by the United States. The deed will be prepared by the United States and recorded at its own expense. The Vendor shall, however, obtain and affix to the deed documentary revenue stamps required by law as and if applicable. The Vendor will be reimbursed by the United States for such transfer taxes. The United States acknowledges that Vendor will convey the Property to the United States via deed without any warrantee covenants.

**4. CONDEMNATION PROCEEDINGS.** The United States has the right to acquire the property by institution of condemnation proceedings in the appropriate Federal court having jurisdiction. The Vendor agrees to cooperate with the United States in the prosecution of such condemnation proceedings and expressly consents that this contract to sell real property can be used as a basis for stipulation therein for the purpose of fixing the just

compensation of the property. The Vendor further agrees that any and all awards of just compensation that may be determined by judgment of the court on behalf of any and all persons, corporations, or associations, other than the Vendor, shall be deducted from the purchase price, and the Vendor consents to the entry of such judgments, if any, and to accept the remaining balance as full and just compensation for the taking of the property described.

**5. DIMINUTION IN VALUE, LOSS OR DAMAGE.** The Vendor agrees not to do, or permit others to do, any act by which the value of the subject property may be diminished or whereby the title to the property may be encumbered. The Vendor further agrees that if any loss or damage to the property, or to any part thereof, should occur from fire or acts of God or any other cause prior to the vesting of satisfactory title to the property in the United States or delivery of possession, whichever occurs first, the loss or damage shall be borne by the Vendor, and the United States may, without liability, refuse to accept conveyance of the property. Notwithstanding the foregoing, the United States acknowledges that it intends to demolish the existing building on the property, and therefore, agrees that there will be no adjustment of the purchase price associated with a diminution of value based on the condition of such building.

**6. ENTIRE SITE TO BE ACQUIRED.** If the property described in this contract is composed of more than one parcel of land, the United States shall be under no obligation to acquire any parcel until the Attorney General shall have rendered a favorable opinion on the title to all the parcels embraced in the entire tract. Where the United States determines that a portion of the property shall be acquired by condemnation proceedings, as provided in paragraph 4, the United States shall not be required to conclude the purchase of any parcel until the entire tract has been acquired.

**7. ATTEMPTED VARIATIONS.** No variations or departure from the terms of this contract will be binding on the United States unless previously agreed upon in writing by the Director of the Centers for Disease Control and Prevention and the City Manager of the Vendor or their duly authorized representative.

**8. OFFICIALS NOT TO BENEFIT.** No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise thereupon; but this provision shall not be construed to extend to the contract if made with a corporation for its general benefit.

**9. COVENANT AGAINST CONTINGENT FEES.** The Vendor and the United States each warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by such party for the purpose of securing business. For breach of violation of this provision, the United States shall have the right to annul this contract without liability or in its discretion to deduct from the contract price the full amount of such commission, percentage, brokerage, or contingent fee.

**10. EXAMINATION OF RECORDS.** The Vendor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Vendor involving transactions related to this contract.

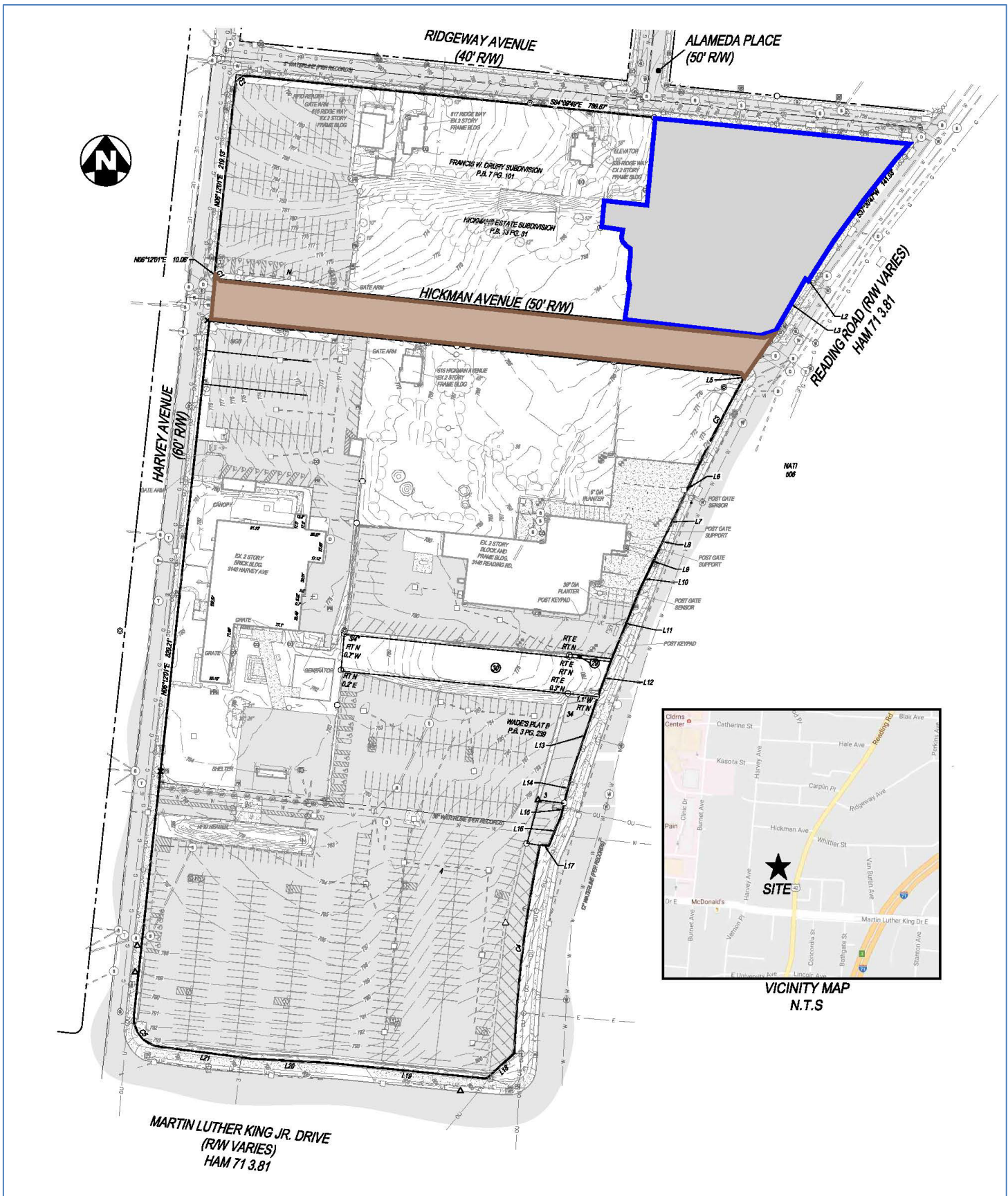


Figure 1 – 1.363-acre sale parcel and 0.751-acre Hickman Avenue right-of way vacation







# Contract to Sell Real Property

## Addendum 1

Reference: 3215 Reading Road

May 24, 2022

The following are Additional Provisions that the United States of America (United States) is documenting as an Addendum to the Contract to Sell Real Property. Reference: 3215 Reading Road.

### Additional Provisions

#### 1. General

- a. Continued Use Agreement to be signed at the property sale Closing: The Vendor and the United States will have negotiated and will sign at the Closing, where the fee title is transferred to the United States, a fixed term continued use agreement between the United States and the City or City Park Board (Vendor) for the City Park Board's temporary continued use of the subject property at no cost. The agreement with these minimum provisions will be developed jointly by the Vendor and the United States within 45 days after the property purchase contract execution when the United States countersigns the contract, and before the property sale Closing.
  - i. Minimum Continued Use Agreement Provisions:
    - 1) The agreement shall include a waiver of all legal rights for the City's or City Park Board's (Vendor's) continued occupancy of the property beyond the April 30, 2023 continued use termination date. Once executed, an extension of the agreement term must be forgone without further notice from the United States and without legal recourse of the City or City Park Board (Vendor).
    - 2) The Vendor's continued use of the property is at its sole risk. The Vendor waives all claims for damage or theft of the City's equipment, fixtures, or personal property that may be at the property from time to time.
    - 3) The Vendor shall maintain the buildings and property in their current or better conditions: secured, operable, weatherable, and presentable (except for necessary landscaping changes based on the season).
    - 4) The Vendor shall maintain all life safety systems and fixtures for the grounds and structures, then perform periodic testing of those systems or fixtures in accordance with all applicable codes and regulations.
    - 5) The Vendor shall pay for all utilities during the continued use agreement term.
    - 6) Property taxes are not and shall not be considered for United States owned property.
- b. In consideration of the economic value and long-term stability that the new CDC/NIOSH Campus will provide to the City of Cincinnati, and of the United States' commitment to widen Harvey and Ridgeway Avenues and make traffic signal and intersection improvements to other surrounding streets described later in this Addendum, the Vendor agrees to vacate

## **Contract to Sell Real Property**

### **Addendum 1**

Reference: 3215 Reading Road

May 24, 2022

the 0.751-acre Hickman Avenue right of way concurrently with the closing and transfer of the fee title of this Vendor's property to the United States. The legal description is now included in the Contract to Sell Real Property document and removed from Addendum 1. Following City ordinance to vacate the right of way, the Vendor agrees to convey the former rights-of-way by quitclaim deed to the United States.

- i. Note: Following fee title transfer of Hickman Avenue, the United States will plan to close the road to the public only after construction mobilization at the new campus site, and then strive to widen Harvey and most of Ridgeway Avenues during the early site preparation phases (not including the 3215 Reading Road parcel). The Park's vehicles will be provided a secondary access on the privatized Hickman Avenue as a limited access drive east from the current Park's Hickman Avenue entry gate to Reading Road, and will remain open until the Continued Use Agreement expiration date. It must be understood that the complete widening of Ridgeway and the intersection improvement at Ridgeway Avenue and Reading Road cannot occur until after the continued use agreement expiration and the structures located at 3215 Reading Road are demolished. Vendor may reserve an easement for the limited access drive referenced in the preceding paragraph, which will expire upon the termination of the Continued Use Agreement.

#### **2. Project Design and Site Development**

- a. Proposed Design Jury/Reviews
  - i. The United States invited the Uptown Innovation Corridor Design Review Committee (UICDRC), representatives from the City of Cincinnati, representatives from Senator Brown's Staff, and representatives from Senator Portman's staff to participate in design jury/reviews at the end of the Schematic Design Phase on May 12, 2021. CDC welcomed the UICDRC's participation and critique of the architectural design and character of the project.
- b. Security setback
  - i. Per U.S. Department of Homeland Security requirements, the United States will provide a security setback of 100 feet from the property boundary to the laboratory/office building. In addition, the United States will provide a perimeter security fence/barrier at the property boundary to establish the setback. The fence line will keep the general public from entering the federal property. The fence/barrier will be designed to reduce adverse visual impact along the streetscape and permit the viewshed of the federal property to be shared with the public outside the fence line.

## **Contract to Sell Real Property**

### **Addendum 1**

Reference: 3215 Reading Road

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- c. The United States intends to consolidate all parcels assembled for the development of the new CDC/NIOSH Campus ("Campus") and rezone the entire Campus property as Institutional-Residential (IR) through City processes, if not rezoned prior to purchase.
- d. The United States will strive to make the parking deck structure and transshipping building architecturally acceptable for the neighbors to the north. The IR zoning side yard requirements along Ridgeway Avenue may not be met, and a formal zoning variance request may be considered. The United States intends to comply to the greatest extent feasible, but the federal government is not obligated to comply with local ordinances.
- e. The United States will provide the number of handicap parking spaces on Campus required by local ordinances.

#### **3. Department of Transportation & Engineering (DOTE) Coordination**

- a. The United States and its project design contractor will coordinate with the Vendor to design the road and traffic signal modifications. The site access points were generally established in the Final Environmental Impact Statement (FEIS) but may have been modified during the design process.
- b. The United States will locate the Campus main employee/visitor entrance gate inboard of the property line, away from Reading Road to allow 180-degree turn around for vehicles to return to Reading Road and to minimize impacts to traffic flow on Reading Road. This gate will be usually opened during the day and closed at night. Other fixed and mechanical automobile security barriers will be provided well away from the public roadways to allow vehicle stacking inside the Campus, not on the public roadways.
- c. The United States will align the primary employee and visitor Campus entrance with Whittier Avenue, across Reading Road. The intersection alignment will consider previous Vendor approved development plans and intersection designs for the entry/exits from the east side of Reading Road onto Reading Road.
- d. The United States will add or modify the traffic signal and add a left turn lane from the existing center turn lane at the intersection of Reading Road and the Campus employee/visitor entrance. The United States has determined a right deceleration/turn lane for Reading Road southbound employees or visitors into the Campus is not required to minimize impacts on the southbound traffic along Reading Road.
- e. The United States will relocate the east curb, gutter, and sidewalk adjacent to the Campus along Harvey Avenue from Martin Luther King Jr. Drive East to Ridgeway Avenue to increase the roadway, curb to curb, for 50' clear width and the public right-of-way increased from 60' to 66', or more, with sidewalk widening considered. The current development plan, as recommended pursuant to the Traffic Study, is for the Vendor to remove street parking along the east side of Harvey Avenue, with no additional parking to be added to the west

## **Contract to Sell Real Property**

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- side of Harvey Avenue as the roadway width is being increased to accommodate increased traffic flow in the area surrounding the Campus; however, the parties acknowledge that the Vendor, via City DOTE, has the sole ability to decide or dictate the location of any and all on-street parking, including, without limitation, adding or otherwise not removing such as per the current plan referenced herein. The Vendor must, however, recognize that on-street parking adjacent to the development will create a security risk for the United States and that the road widening is being provided only to improve traffic flow. The roadway restriping work in the development project does not provide sufficient width to allow parallel parking along the curbs. The United States will infill the asphalt gap created by relocating the curb, gutter, and sidewalk to meet Vendor standards, but the whole roadway will not be overtopped with asphalt paving. The United States may only do minor paving and restriping work offsite of the CDC/NIOSH Campus property boundary. For increased pedestrian safety, the sidewalk along the east side of Harvey Avenue will be widened from the existing width to the extent feasible approaching the requested 10-foot width and where a 5-foot landscape or tree planting zone will be provided behind the curb, except where both may not be feasible for the United States to maintain the security setback to the primary campus structures, and where the curb cut for truck delivery access into campus is required and truck driver's exiting site lines are not impaired. The United States will create a public right of way easement to include all portions of the sidewalk and/or roadway where it may be located on United States property.
- f. The United States will relocate the south curb, gutter, and sidewalk adjacent to the Campus along Ridgeway Avenue from Harvey Avenue to Reading Road, curb to curb, for 32' clear width and public right-of-way increased from 40' to 48', or more, with sidewalk widening considered. The Vendor will agree to remove street parking along the south side of Ridgeway Avenue. Street parking may remain on the north side of Ridgeway Avenue. The current development plan, as recommended pursuant to the Traffic Study, is for the Vendor to remove street parking along the south side of Ridgeway Avenue as the roadway width is being increased to accommodate increased traffic flow in the area surrounding the Development; however, the parties acknowledge that the Vendor, via City DOTE, has the sole ability to decide or dictate the location of any and all on-street parking, including, without limitation, adding or otherwise not removing such as per the current plan referenced herein. The Vendor must, however, recognize that on-street parking adjacent to the development will create a security risk for the United States and that the road widening to be provided is only to improve traffic flow. The roadway restriping work in the development project does not provide sufficient width to allow parallel parking along the south curb. The United States will infill the asphalt gap created by the curb, gutter, and sidewalk relocation to meet Vendor standards, but the whole roadway will not be

## **Contract to Sell Real Property**

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- overtopped with asphalt paving. The United States may only do minor paving and restriping work offsite the CDC/NIOSH Campus property boundary. For increased pedestrian safety, the sidewalk along the south side of Ridgeway Avenue will be widened from the existing width to the extent feasible, bettering the existing width, and approaching the requested 10-foot width, and where a 5-foot landscape or tree planting zone will be provided behind the curb except where the curb cut for fire truck access into campus is required, and where site lines may be impaired at the Reading Road intersection. The United States will create a public right-of-way easement to include all portions of the sidewalk and/or roadway where it may be located on United States property.
- g. The United States will locate the Campus truck delivery entrance on Harvey Avenue, south of Ridgeway Avenue, to provide minimum disruption to other traffic on Martin Luther King Jr. Drive East, Reading Road, and general traffic flows around the Ridgeway Avenue and Harvey Avenue intersection.
  - h. The United States will improve the Ridgeway Avenue and Reading Road intersection to provide a 90-degree approach and a left turn lane from Ridgeway to Reading Road by relocating the curb, gutter, and sidewalk on the southwest corner of this intersection. The United States will infill the asphalt gap created by the curb, gutter, and sidewalk relocation to meet Vendor standards, but the whole roadway will not be overtopped with asphalt paving. The United States may only do minor paving and restriping work offsite the Campus property boundary. The United States will create a public right of way easement along the sidewalk and/or roadway where it may be located on United States property. The United States will provide a new traffic signal and coordinate it with the existing traffic signal at Reading Road and Ridgeway Avenue East.
  - i. The United States will remove all abandoned curb cuts around the entire site and replace with curbs, gutters, and sidewalks meeting Vendor standards.
  - j. The United States' project design and construction contractors will comply with Vendor standards for roadway design and obtain DOTE approvals in all cases, to the extent feasible.
  - k. The United States' construction contractor will apply for and obtain all required permits. The United States may pay reasonable fees for the review of documents and inspections by the Vendor in the same manner as any typical permitted project.
- 4. Greater Cincinnati Water Works (GCWW) Coordination**
- a. Per a related real property purchase offer, the United States may join a GCWW public works project to reroute the 36" pipeline away from United States' property and also perform the work to complete limited abandonment work of a 6" water line within the Hickman Avenue right-of-way (to be vacated per this Purchase Contract and Addendum).

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### **Addendum 1**

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- i. After both this Property Purchase Contract and Property Purchase Contract for 3139 Reading Road & Parcel 106-0001-0317-00 are executed, and where the related GCWW agreement is also included, the 6" main within Hickman Avenue right-of way (to be vacated) will be abandoned. Once all water services provided from the 6" main are no longer required per United States' written request to GCWW per their regulations or policy, GCWW will remove and cap the east and west ends of the 6" GCWW main to the east limit of Harvey Avenue right-of-way and west limit of Reading Road right- of-way, or less, depending on GCWW standards concerning abandoned pipe removal within rights-of-way (not within actual boundary of vacated Hickman Avenue). Work to remove or abandon the remainder of the 6" water main wholly within the boundary of vacated Hickman Avenue right-of-way will be completed by the United States.
- ii. If the GCWW agreement is not executed within the Property Purchase Offer for 3139 Reading Road and Parcel 106-0001-0317-00, the United States will perform all work to abandon and cap the east and west connections of the 6" water line per GCWW standards.
- b. The United States will plan to cap utilities that are abandoned at the proposed new CDC/NIOSH Campus property line and remove them from the Campus. The United States' project design and construction contractors will complete all required design work, submission drawings, and permitting.
- c. The United States will pay reasonable fees for the review of documents and inspections by GCWW in the same manner as any typical permitted project.

#### **5. Fire Department Coordination**

- a. The United States will relocate any fire hydrants located in the right-of-way, properly engineer them, and request review and inspection by GCWW.
- b. The United States will install fire hydrants meeting Fire Department requirements inside the Campus security perimeter fence to allow Fire Department pumper truck hose connections without the need for hoses to cross the perimeter security fence.
- c. The United States will provide a water flow test and provide documentary results that meet Fire Department requirements.
- d. The United States will provide fire truck access pathways around the buildings. The roadways may be "grasscrete" or similar landscape paving that will support heavy truck weights. The United States will fully sprinkle all buildings as a self-insurance measure. None of the buildings will be high-rise structures.
- e. The United States will provide and identify break-out panels in the blast-resistant curtainwall for Fire Department's rescue portal or for smoke control during a fire event.

## **Contract to Sell Real Property**

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- f. The United States will coordinate with the Fire Department to assist with firefighting plans. The United States will coordinate a Campus walk-through with the Fire Department at times to be mutually agreed, to discuss response requirements, building hazards, etc.
- g. The United States may consider connecting alarm signals directly to the Fire Department to shorten the response time if the Fire Department allows. Otherwise, the United States will employ a third-party UL listed service to verify alarm conditions before notifying the Cincinnati Emergency Communications Center (ECC).

#### **6. Stormwater Management Utility (SMU) Coordination**

- a. The United States will maintain and operate stormwater inlets on Government property. Any storm water inlets in the public right-of-way as required to properly drain the public roadways, or inlets relocated to the public right-of-way after closing Hickman Avenue, will be constructed to SMU standards and then turned over to the SMU to maintain and operate.
- b. The United States' project design contractor will submit Section 303 calculations for review by SMU.
- c. The United States' construction contractor will submit an erosion control plan for review by SMU.

#### **7. Metropolitan Sewer District (MSD) Coordination**

- a. The United States' construction contractor will apply for and obtain all required permits.
- b. Sewer availability has been approved based on the form previously submitted to MSD by the United States.
- c. The United States will complete the Permit to Install (PTI) from the Ohio EPA.
- d. The United States will complete both the Sewer Use Customer Application and the Medical Operations forms for the Division of Industrial Waste.
- e. The United States will plan to provide a utility easement for the existing 33" brick sewer running below Hickman Avenue, planned to remain functional.
- f. Note: The existing 18" combined sewer running within vacated Hickman Avenue will be abandoned and likely filled with flowable fill in lieu of removal. The existing pipe captures sewer flows only along Harvey Avenue from the existing abandoned buildings, and from the surface parking lots within the project development area. All existing buildings and parking lots in the development area will be demolished in the development project.

#### **8. Duke Energy Coordination**

- a. The United States will determine the impact or required changes to the existing utility services running along Hickman Avenue during schematic and subsequent design phases.



## **Contract to Sell Real Property**

### **Addendum 1**

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May 24, 2022

- b. The United States or Duke Energy will plan to relocate power and communications lines along Harvey Avenue and Ridgeway Avenue during the sidewalk relocation. Power and communications lines may be relocated above-ground or underground, depending on existing conditions, other unknowns and budget factors.
- c. The United States will establish and grant all utility easements where public utilities cross over or through United States property boundaries for both gas and electric utilities.

#### **9. Building and Inspections Department Coordination**

- a. The United States will consider paying reasonable fees for the review of construction documents in the same manner as any typical permitted project.

#### **10. Solar Panels - 3215 Reading Road Building Rooftop**

- a. Vendor has the right, but not the obligation, to remove at its sole cost and expense the solar panels currently located on the building on the Property up until the expiration of the Continued Use Agreement. For the avoidance of doubt, in the event Vendor does not remove the solar panels prior to the expiration of the Continued Use Agreement, control of the building located on the Property will transfer to the United States with the solar panels still in place and deemed abandoned, and the United States may choose to salvage or demolish said solar panels at its sole and absolute discretion.

**Contract to Sell Real Property  
Addendum 1**

Reference: 3215 Reading Road  
May 24, 2022

The undersigned Vendor and the United States of America mutually agree that the Addendum 1 provisions above are to be incorporated and become part of the Contract to Sell Real Property described as 3215 Reading Road:

**Vendor:**

\_\_\_\_\_  
*(Signature and Title)*

\_\_\_\_\_  
*(Date)*

**United States of America:**

\_\_\_\_\_  
*(Signature and Title)*

\_\_\_\_\_  
*(Date)*

**SEEN AND ACKNOWLEDGED:**

Approved as to Form:

\_\_\_\_\_  
Assistant City Solicitor

Certified Date: \_\_\_\_\_

Fund/Code: \_\_\_\_\_

Amount: \_\_\_\_\_

By: \_\_\_\_\_

Karen Alder, City Finance Director

**END OF ADDENDUM 1**



## CONTINUED USE AGREEMENT

**THIS CONTINUED USE AGREEMENT** (this “Use Agreement”) is made and entered into as of **Date**, 2021 (the "Effective Date"), by and between **THE UNITED STATES OF AMERICA** (“Government”) acting by and through the **CENTERS for DISEASE CONTROL & PREVENTION**, (“CDC”), and **CITY of CINCINNATI PARK BOARD** (“Parks”), and authorizes continued use by Parks of the facilities and grounds located at 3215 Reading Road, Cincinnati, Ohio.

### RECITALS

WHEREAS, CDC and Parks anticipate the Property Purchase Sale Closing on a **Property Purchase Agreement** (“Purchase Agreement”).

WHEREAS, the CDC wishes to establish and confirm an orderly transition of occupancy so as to allow Parks relocation to a new street address outside the current location with minimal disruption before the last day of this Use Agreement Term, and to harmonize existing arrangements of both parties required with the Closing of the Purchase Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained in this Use Agreement the parties agree as follows:

1. **Facilities and Grounds Location.** Parks shall have exclusive use of the facilities and grounds containing an area of 1.363 acres, more or less, as delineated on attached **Exhibit A** and referred to hereinafter as the “Premises”.
2. **Use Agreement Term.** The term of this Use Agreement granted hereunder, which shall commence on the date of Property Purchase Sale Closing of the Purchase Agreement, and transfer of Parcel 106-0002-0214 (3215 Reading Road), Cincinnati, Hamilton County, OH, 45229 from Parks to CDC. Parks’ right to use Premises under this Agreement shall terminate on **April 30, 2023**, unless a shorter term is requested by Parks, or as otherwise mutually agreed by both parties in writing. No extension of this Use Agreement term will be permitted. Parks is willingly entering into this Use Agreement and agrees, with execution of this Agreement, to waive any and all rights that may be available under federal, state, local and common laws and regulations for continuation of use of the Premises past the stated Use Agreement term.
3. **Transfer or Assignment.** Parks shall not transfer or assign this Use Agreement, or the rights herein granted in whole or in part, at any time to any other party or organized department of the City of Cincinnati.
4. **Access To and From the Premises.** Throughout the Use Agreement term and after CDC takes possession of the Hickman Avenue Rights of Way (R/W), or the City permits the CDC’s use of the R/W ahead of actual title transfer, CDC will maintain access for Parks from the Premises’ Hickman Avenue gate directly to and from Reading Road. CDC contemplates narrowing and closing the road

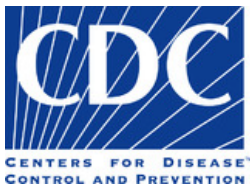


just west of the Premises' Hickman Avenue gate with construction barriers without a turnaround at the west end of the road. Hickman Avenue street signs will be removed from both east and west ends of the roadway and "private drive" signs installed in their place where the pavement will remain on the east end. Additional signs will be installed to identify the drive as a "private drive, authorized traffic only", or similar. Parks' employees, agents, guests or invitees' traffic will be authorized to use this "private drive".

5. **Signage of the Premises.** Throughout the Use Agreement term, Parks may maintain the existing identification signage. Additional signage keeping the same Park's identification name may be updated with notification and written permission of CDC.
6. **Operations and Maintenance.** The facilities and grounds condition shall be considered "AS IS" as of the commencement of the term of this Use Agreement. CDC will make no improvements or repairs to the facilities before or during the term of this Agreement. Throughout the Use Agreement term, Parks shall be responsible for operating and maintaining the Premises in good condition at all times and shall promptly make all repairs thereto that may be necessary for the preservation of the Premises and all improvements and appurtenances thereto, reasonable wear and tear excepted, in connection with their use. Parks shall maintain all life safety systems and fixtures for the grounds and structures and test them periodically in accordance with all applicable codes and regulations. Parks shall pay all utility charges incurred in connection with Parks' use of the Premises, and shall release, hold and save CDC harmless therefrom. Parks also agrees to maintain Premises in accordance with the following terms:
  - a. The grassed yards within the Premises shall be maintained to comply with City of Cincinnati Ordinances and Regulations.
  - b. The Premises exterior spaces shall be kept clear of trash, and debris to maintain a clean and orderly appearance to the Public.
  - c. The public sidewalks, curbs and gutters surrounding the Premises shall be cleared of snow, trash, and debris in compliance with State of Ohio and City of Cincinnati Ordinances and Regulations.
  - d. Parks shall maintain landscaping similar to existing conditions as of the Effective Date of this Use Agreement depending on the seasonal changes required.
7. **Alterations.** Parks shall not make any structural alterations, additions or betterments to this CDC-owned property without coordination and prior written consent of CDC.
  - a. Any alterations, additions, or betterments to the Premises which Parks considers necessary or desirable in connection with this Use Agreement shall be at Parks' sole cost and expense.
  - b. Upon termination of this Use Agreement, Parks shall remove improvements and restore the Premises to a condition equivalent to that at the time of the effective date of this Use Agreement, reasonable wear and tear excepted. This condition may be waived if requisite approval for the improvements to remain after Termination Date is secured by Parks from CDC before the improvements are implemented.



8. **Insurance and Indemnification.** Parks shall keep the Premises continuously insured during the term of this Use Agreement either under its existing comprehensive program of self-insurance and/or by means of a commercially purchased policy of liability insurance with limits of not less than Two Million Dollars (\$2,000,000.00). Parks shall be responsible for claims, liabilities, damages or losses resulting from injury or death of any person or damage to property occurring upon the Premises during the Use Agreement term and caused by Parks or its agents or employees, whether the loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of any occupant, visitor, or user of any portion of the Premises, or shall result from or be caused by any other matters related to things above set forth. Parks shall indemnify, hold harmless and defend with legal counsel acceptable to the CDC against any and all claims, liability, loss or damage whatsoever on account of any such loss, injury, death, or damage. Parks shall waive all claims against the CDC for damages to improvements that are now on or hereafter placed or built on the Premises, and for injuries to persons or property on the Premises from any cause arising at any time.
9. **Personal Property.** All personal property belonging to Parks or to any of Parks' employees, agents, guests or invitees that is in or on any part of the Premises shall be there at the risk of Parks or of such other party only, and CDC and its members, managers, agents and employees shall not be liable for any damage thereto or for the theft or misappropriation thereof. Neither CDC nor its members, managers, agents or employees shall be liable for any damage or loss to personal property of Parks or any of Parks' employees, agents, guests or invitees located anywhere in or on the Premises, unless such damage or loss is caused by CDC's gross negligence or intentional misconduct. CDC's liability in such circumstances, to the extent there is any, shall be governed by the provisions of the Federal Tort Claims Act.
10. **Default.** The following shall constitute an event of default by Parks hereunder: failure of Parks to perform any of Parks' obligations under this Use Agreement and failure to cure within thirty (30) days after CDC provides Parks written notice of such failure, unless such cure cannot be reasonably completed within the 30-day period and Parks has commenced and is diligently pursuing such cure.
11. **Taxes.** CDC as a federal entity does not pay taxes. Parks shall pay all taxes imposed for utility and maintenance services required for continued use of the Premises if not also waived for Parks as a local governmental organization. CDC will not extend waivers for these taxes to Parks.
12. **CDC's Use of Premises.** Parks shall secure the Premises as necessary to protect the Parks' and CDC's interests. Keys, alarms, keypad codes, and any other such devices used to secure the Premises shall be retained only by Parks. CDC does not accept the responsibility for holding duplicate controls during the term of this Use Agreement. While it is not anticipated that CDC will have any need to use the Premises during the term of this Use Agreement, CDC does reserve the right to use the Premises as required to complete site surveys, planning, and design preparation work required to prepare the facility for the



planned demolition after the term of this Use Agreement, provided such use will not interfere with the use hereby granted. CDC will provide Parks a minimum 3-day notice of entry except in the case of emergency or threat of imminent harm to persons or property. Parks shall grant entry with full time escort if Parks requires the same.

13. **Compliance.** All activities and operations at or within the Premises shall be governed by and conducted in compliance with any and all applicable federal, state and local laws and regulations, including without limitation, applicable security and environmental protection laws and regulations.
14. **Storage, treatment, or disposal of toxic or hazardous materials.** Parks agrees that storage, treatment, or disposal of toxic or hazardous materials on the Premises is prohibited except as authorized by the Government in accordance with 10 U.S.C. § 2692. Any hazardous materials that the Government authorizes the storage, treatment, or disposal of in connection with the use of the Premises shall be identified on a Hazardous Materials List and made a part of this Use Agreement. Any such approved storage, treatment, or disposal of toxic or hazardous material by Parks on the Premises shall be strictly limited to that material required or generated in connection with the authorized and compatible use of the Premises and shall be conducted in a manner consistent with applicable federal, state and local laws and regulations. As and to the extent caused or attributable to Parks, Parks shall provide for the continued financial and environmental responsibility or liability with regard to any and all direct or indirect consequences of the storage, treatment, or disposal of toxic or hazardous material within the Premises as determined were generated, produced or deposited by Parks after the commencement of this Agreement.
15. **Coordination of legal compliance efforts.** Parks shall coordinate legal compliance efforts with CDC in any and all instances where they may be reasonably exposed to liability in connection with actions or omissions of each other within the Premises.
16. **Environmental removal or remedial action.** To the maximum extent allowable by applicable federal law and regulations, Parks shall be responsible for the cost of any environmental removal or remedial action, as and to the extent caused by Parks after commencement of this Use Agreement that may be necessary or required in connection with actions or omissions attributable to the use and occupation of the Premises by Parks.
17. **Notices.** All notices, demands, consents, statements, requests or other communications hereunder, or required by applicable law, shall be in writing and shall be deemed properly delivered when and if: (a) personally delivered; (b) sent by overnight private courier service that in the ordinary course



of its business maintains a record of receipt of each of its deliveries; ( c) sent by e-mail; or ( d) mailed by United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the parties hereto and other persons at their respective addresses or e-mail addresses set forth below or as they may hereafter specify by written notice delivered in accordance herewith:

If to CDC: Jeffery Williams, Director AMSO  
Centers for Disease Control and Prevention (CDC)  
1600 Clifton Road NE  
M/S K80  
Atlanta, Georgia 30329-4027  
Telephone: 770-488-8089  
Email: [yzw7@cdc.gov](mailto:yzw7@cdc.gov)

With a copy to: Harry Marsh, Architect  
Centers for Disease Control and Prevention (CDC)  
1600 Clifton Road NE  
M/S K80  
Atlanta, Georgia 30329-4027  
Telephone: 770-488-2476  
Email: [ham0@cdc.gov](mailto:ham0@cdc.gov)

If to Parks: John Juech, Assistant City Manager  
City of Cincinnati  
Room 104, City Hall  
801 Plum Street  
Cincinnati, Ohio 45220  
Telephone: 513-352-5328  
Email: [john.juech@cincinnati-oh.gov](mailto:john.juech@cincinnati-oh.gov)

With a copy to: \_\_\_\_\_  
Cincinnati, Ohio 45220  
Telephone:  
Email:

Notices shall be deemed to have been given: (a) on the date of delivery or refusal of delivery, if by personal delivery or e-mail; (b) on the date of record of receipt if deposited with any private courier service; or (c) the date of postmark if sent by United States mail. A party receiving a notice which does not comply with the technical requirements for notice under this section may elect to waive any deficiencies and treat the notice as having been properly given.



18. **Condition at Termination.** At the expiration or earlier termination of the Use Agreement term, Parks shall quit and deliver the Premises to CDC peaceably and quietly, in the good order and condition as such Premises were on the commencement date of this Use Agreement, reasonable wear and tear and unavoidable damages by the elements excepted. No written notice between the parties shall be required ahead of the stated expiration date except for early termination. Parks shall remove all personal property belonging to Parks or to any of Parks' employees, agents, guests or invitees that is located within or on any part of the Premises from the Premises on or before the Use Agreement expiration date, and reasonably clean the grounds and facilities of all trash and debris.
19. **Compliance with Laws.** During the Use Agreement Term all parties to this Use Agreement shall comply with all present and future laws and regulations applicable to the use and occupancy of the subject Premises.
20. **Non-Waiver.** No waiver of any condition or covenant of this Use Agreement or failure to exercise a remedy by either of the parties hereto shall be considered to imply or constitute a further waiver by such part of the same or any other condition, covenant or remedy.
21. **Further Assurance.** The parties to this Use Agreement shall cooperate with each other in order to promptly and fully carry out the terms and provisions of this Use Agreement. Each party shall execute and deliver such other agreements, documents, or instruments and take such other actions as may be reasonably required to carry out this Use Agreement's intentions.
22. **Counterparts.** This Use Agreement may be executed by electronic signature, and in counterparts, all of which when taken together will constitute one and the same instrument.
23. **Governing Law.** This Use Agreement shall be governed in accordance with applicable federal law, or in accordance with the laws of the State of Ohio to the extent that such laws do not conflict with federal law.

*[Signatures on Following Page]*





The parties to this Use Agreement have executed this Agreement as of the date first set forth above.

**CDC:**

**CENTERS FOR DISEASE CONTROL AND PREVENTION**

By: \_\_\_\_\_

Name: Jeffery Williams

Title: CDC/Director Asset Management Services Office (AMSO)

Signature Date: \_\_\_\_\_

**PARKS:**

**Recommended by City of Cincinnati Parks Board**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Signature Date: \_\_\_\_\_

**City of Cincinnati – City Manager**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Signature Date: \_\_\_\_\_

**City of Cincinnati – Approved as to Form - Assistant City Solicitor**



By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Signature Date: \_\_\_\_\_

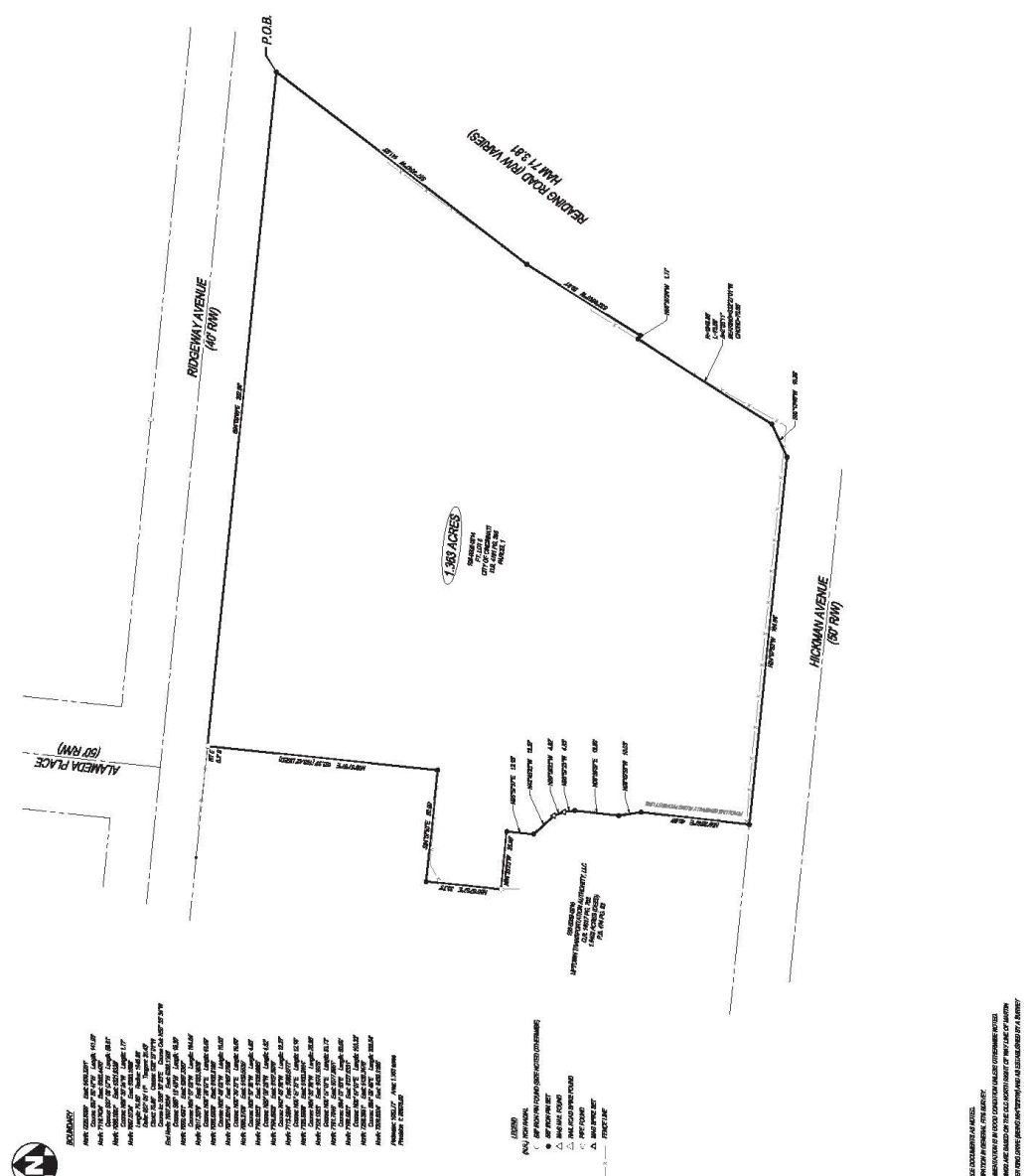
**CONTINUED USE AGREEMENT EXHIBIT A**

 <p><b>KLEINGERS ASSOCIATES</b> ARCHITECTS AND PLANNERS 1000 Connecticut Avenue, N.W. Washington, D.C. 20036 Tel: 202-462-6000 Fax: 202-462-6001 www.kleingers.com</p>	 <p>DATE: 08/14/2018 BY: J. J. [Name] 1. 16-01-01 SURVEYING</p>	<p><b>BOUNDARY SURVEY</b> <b>1.363 ACRES</b> SECTION 16, TOWNSHIP 3, RANGE 8, COUNTY OF HENRY, STATE OF OHIO</p> <p>PROJECT NO: 18-001 DATE: 08/14/2018 SCALE: 1" = 40'</p>	<p><b>UC HEALTH</b></p> <p><b>1 OF 1</b></p>
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PROPERTY ACROSS THE STREET FROM SURVEY PLANNED IMPROVEMENTS

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



**LEGEND**

(S) SURVEY POINT  
 (P) PROPERTY CORNER  
 (C) CURB CORNER  
 (A) ADJACENT PROPERTY CORNER  
 (F) FENCE LINE

**NOTES**

1. SURVEY CONDUCTED BY J. J. [Name]
2. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
3. ALL BEARINGS ARE TRUE BEARINGS.
4. SURVEYING WAS CONDUCTED ON THE CLEAR PART OF THE LAND OF SURVEY.
5. ALL DISTANCES AND BEARINGS WERE OBTAINED BY MEANS OF A TOTAL STATION.
6. ALL DISTANCES AND BEARINGS WERE OBTAINED BY MEANS OF A TOTAL STATION.