

Contract No: \_\_\_\_\_

Project: property exchange;  
land between Columbia Parkway and Walworth Ave

## PROPERTY EXCHANGE AGREEMENT

THIS AGREEMENT is made and entered into effective as of the Effective Date (as defined on the signature page hereof) by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which is 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), and **EXPERIMENTAL HOLDINGS, INC.**, an Ohio corporation, the address of which is P.O. Box 8189, Cincinnati, OH 45208 ("**Developer**").

### Recitals:

A. The City owns one parcel of undeveloped land (Hamilton County Auditor's Parcel No. 30-1-58) lying between Columbia Parkway to the north and Walworth Avenue to the south as shown on Exhibit A (*Site Map*) hereto (the "**City Parcel**"), which is under the management and control of the Board of Park Commissioners of the City of Cincinnati (the "**Park Board**").

B. Developer owns two adjoining parcels of undeveloped land, one on each side of the City Parcel (Hamilton County Auditor Parcel Nos. 30-1-222 and 30-1-60), also shown on Exhibit A (the "**Developer Parcels**").

C. Developer desires to purchase the southern portion of the City Parcel to create a buildable site, for the construction of up to 3 single-family homes, and in exchange is agreeable to selling to the City the northern portions of the Developer Parcels for use by the City as additional greenspace along Columbia Parkway. The property to be sold by the City to Developer (the "**City Sale Property**"), and the property to be sold by Developer to the City (the "**Developer Sale Property**"), are depicted on Exhibit B (*City Sale Property & Developer Sale Property*) hereto.

D. The City Sale Property is not needed for park purposes or any other municipal purpose.

E. The City's Real Estate Services Division has determined, by appraisal, that: (i) the fair market value of the City Sale Property is approximately \$25,000, and (ii) the fair market value of the Developer Sale Property is approximately \$1,500, a difference of \$23,500, which Developer has agreed to pay.

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

G. The City has determined that it is in the best interest of the City to eliminate competitive bidding in connection with the sale of the City Sale Property because selling the City Sale Property to Developer, and purchasing the Developer Sale Property from Developer, will accomplish two important objectives, namely: (i) it will enable Developer to assemble a buildable site to accommodate the construction of single family homes, thereby putting the currently undeveloped land to its highest and best use; and (ii) it will enable the City to acquire and maintain additional greenspace along Columbia Parkway.

H. The Cincinnati Park Board approved the sale of the City Sale Property to Developer at its meeting on April 18, 2019.

I. Cincinnati Planning Commission, having the authority to approve the change in the use of City-owned property, approved the sale of the City Sale Property to Developer at its meeting on September 6, 2019.

I. The City's sale of the City Sale Property to Developer was authorized by Ordinance no. 97-2022 passed by Cincinnati City Council on April 27, 2022.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**1. CLOSING.**

(A) Purchase Price. The purchase price for the City Sale Property is \$25,000, and the purchase price for the Developer Sale Property is \$1,500. At Closing (defined below), Developer shall pay the City an amount equal to the purchase price of the City Sale Property (\$25,000) minus the purchase price of the Developer Sale Property (\$1,500), which equals \$23,500.

(B) Closing Date. The closing on the transaction ("**Closing**") will take place 60 days after the Effective Date, or on such other date as the parties may agree upon. The Closing shall take place at City Hall. At Closing, the City shall accept the Developer Sale Property in "as is" condition, and Developer shall accept the City Sale Property in "as is" condition. If for any reason the Closing has not occurred within sixty (60) days from the date Cincinnati City Council authorizes the transaction, then, unless such date is mutually extended in writing by the parties, this Agreement shall automatically terminate and thereafter neither party shall have any further rights or obligations hereunder.

(C) Cut-Ups; New Legal Descriptions. Prior to Closing, Developer, at its sole cost, shall perform all necessary survey work and prepare all necessary plats and legal descriptions (including residual descriptions) in order to create the City Sale Property and the Developer Sale Property as legal parcels on the tax maps of the Hamilton County Auditor.

(D) Deeds. At Closing, the City shall convey title to the City Sale Property to Developer by Quitclaim Deed in substantially the form of Exhibit C (Quitclaim Deed – City Sale Property) hereto (the "**City's Deed**"), and Developer shall convey title to the Developer Sale Property to the City by General Warranty Deed in substantially the form of Exhibit D (General Warranty Deed – Developer Sale Property) hereto ("**Developer's Deed**").

(E) Proration of Property Taxes; Closing Documents; Closing Costs. At Closing, (i) there shall be no proration of real estate taxes and assessments with respect to the City Sale Property, and from and after the Closing Developer shall pay all real estate taxes and assessments on the City Sale Property thereafter coming due, and (ii) real estate taxes and assessments with respect to the Developer Sale Property will be prorated as of the date of Closing in accordance with local custom (with such proration to be based upon the acreage of the Developer Sale Property as a percentage of the total acreage of the larger parcel from which the Developer Sale Property is being created). If, upon receipt of the actual tax bills for the Developer Sale Property, it is determined that Developer's estimated prorated share of the taxes and assessments through the date of the Closing, as reflected on the settlement statement, was less than Developer's actual prorated share, Developer shall pay the additional amount to the City within 30 days after receipt of the tax bill. At Closing, the parties shall execute a customary settlement statement; Developer shall deliver a customary title affidavit to the City, and the City shall deliver a customary title affidavit to Developer, using the City's standard forms; and the parties shall execute any and all other closing documents as may be necessary or appropriate and as approved by both parties. Developer shall pay all transfer taxes, conveyance fees, and recording costs payable to the Hamilton County Auditor and Hamilton County Recorder and any and all other closing costs associated with the Closing (except that Developer shall not be required to pay any attorneys fees for the City). *As a material inducement to the City to enter into this Agreement on the terms and conditions set forth herein, the City shall not be required to pay any closing costs associated with the Closing.*

(F) Owner's Title Insurance. At Closing, in lieu of a title policy, Developer shall deliver a General Warranty Deed for the Developer Sale Property.

(H) Phase One Environmental Assessment. No less than fourteen (14) days prior to Closing, Developer, at no cost to the City, shall provide the City with a phase one assessment prepared by Westech Environmental Solutions, evidencing that the Developer Sale Property is free of environmental contamination and that the environmental condition of the Developer Sale Property is otherwise acceptable to the City's Office of Environment and Sustainability.

(I) CR Conditions. As a condition of Closing, the following conditions, as identified in the City's Coordinated Report (**CR #111-2018**) ("**CR Conditions**") shall be satisfied:

(i) *DOTE*: The City's Deed shall include a requirement that any future development on the City Sale Property will require review by the City's Department of Transportation and Engineering ("DOTE") to ensure that the development will not affect the stability of the drilled pier wall that supports Columbia Parkway, and to ensure that there will be an appropriate buffer between Columbia Parkway and the proposed development.

(ii) *SMU*: The City's Deed shall include a requirement that any future development on the City Sale Property will require review by the City's Stormwater Management Utility ("SMU") to ensure that overland flow issues are appropriately addressed.

(iii) *Buildings and Inspections*: The City's Deed shall include a requirement that any future development on the City Sale Property shall conform to all Hillside Overlay Development regulations, and abide by height limitations of the maximum building envelope of 35 ft for the structures, as well as any Park Board requirements that prohibit the encroachment of buildings on the views from Columbia Parkway.

(J) Contingencies; Right to Terminate. If, for any reason, the Closing conditions are not satisfied or cannot be satisfied, as determined by either party in its sole discretion, such party shall have the right to terminate this Agreement, effective immediately, by written notice to the other party, whereupon neither party shall thereafter have any further rights or obligations hereunder.

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

**3. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF DEVELOPER**. Developer makes the following representations, warranties and covenants to induce the City to enter into this Agreement:

(i) Developer is a corporation duly organized and validly existing under the laws of the State of Ohio, has been properly qualified to do business in the State of Ohio, and is not in violation of any laws of the State of Ohio relevant to the transactions contemplated by this Agreement.

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

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

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

(v) Developer shall give prompt notice in writing to the City of the occurrence or existence of any litigation, labor dispute or governmental proceeding or investigation affecting Developer or any of its members that could reasonably be expected to interfere substantially with its normal operations or materially and adversely affect its financial condition.

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

(vii) Developer does not owe any outstanding fines, penalties, judgments, water or other utility charges or other amounts to the City.

#### **4. GENERAL PROVISIONS.**

(A) Assignment. Developer shall not assign its rights or interests under this Agreement to any third party without the prior written consent of the City, which consent may be withheld in the City's sole discretion.

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

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

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

(E) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by and against the parties and their respective successors and permitted assigns.

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

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

(H) No Recording. This Agreement shall not be recorded in the Hamilton County Recorder's office.

(I) Time. Time is of the essence with respect to the performance by the parties of their respective obligations under this Agreement.

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

(K) No Brokers. The City and Developer represent to each other that they have not dealt with a real estate broker, salesperson or other person who might claim entitlement to a fee or other compensation as a result of the parties' execution of this Agreement.

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

**5. EXHIBITS.** The following exhibits are attached hereto and made a part hereof:

Exhibit A - *Site Map*

Exhibit B - *City Sale Property & Developer Sale Property*

Exhibit C - *Quitclaim Deed – City Sale Property*

Exhibit D - *General Warranty Deed - Developer Sale Property*

[ *signature pages follow* ]

This Agreement is executed by the parties on the dates indicated below their signatures, effective as of the later of such dates (the **"Effective Date"**).

**CITY OF CINCINNATI**

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

Printed name: \_\_\_\_\_

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

Date: \_\_\_\_\_, 2022

Recommended by:

\_\_\_\_\_  
Steve Pacella, Interim Director,  
Cincinnati Park Board

Approved as to Form:

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

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

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

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

By: \_\_\_\_\_  
Karen Alder, City Finance Director

[ *Developer Signature Page Follows* ]

**EXPERIMENTAL HOLDINGS, INC.,**  
an Ohio corporation

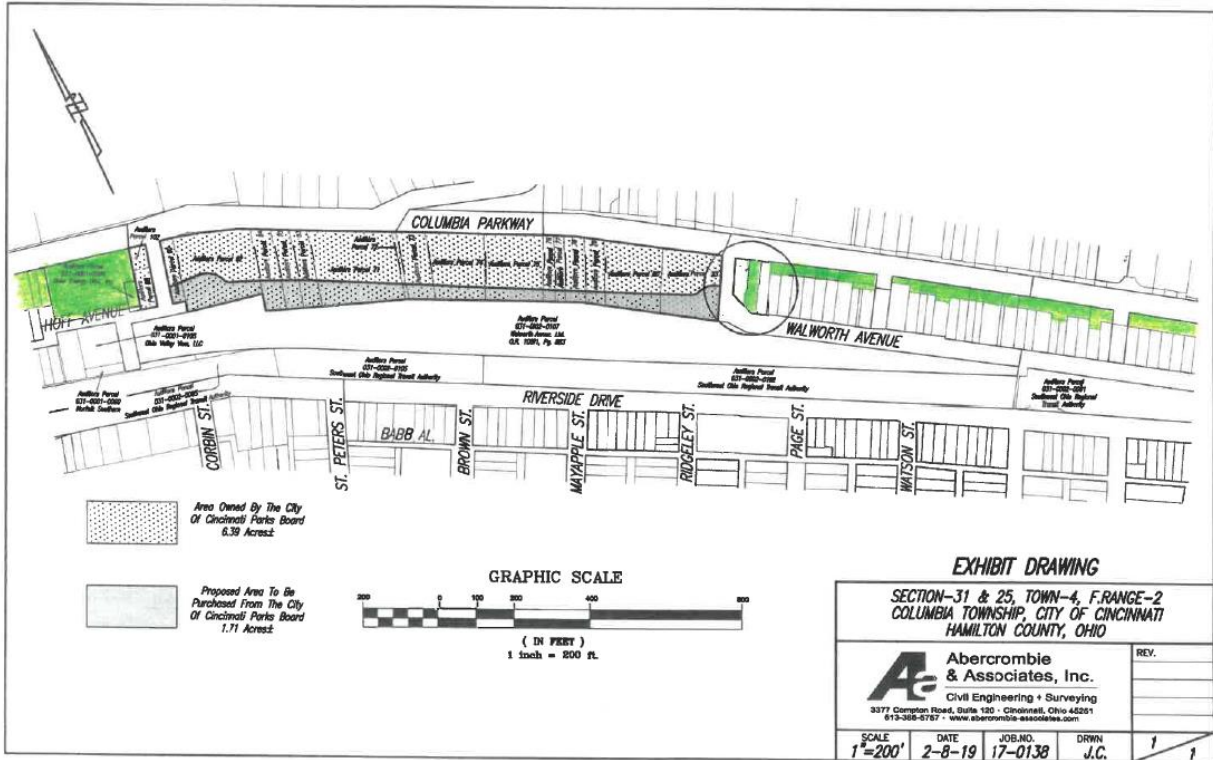
By: \_\_\_\_\_

Printed name: \_\_\_\_\_

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

Date: \_\_\_\_\_, 2022

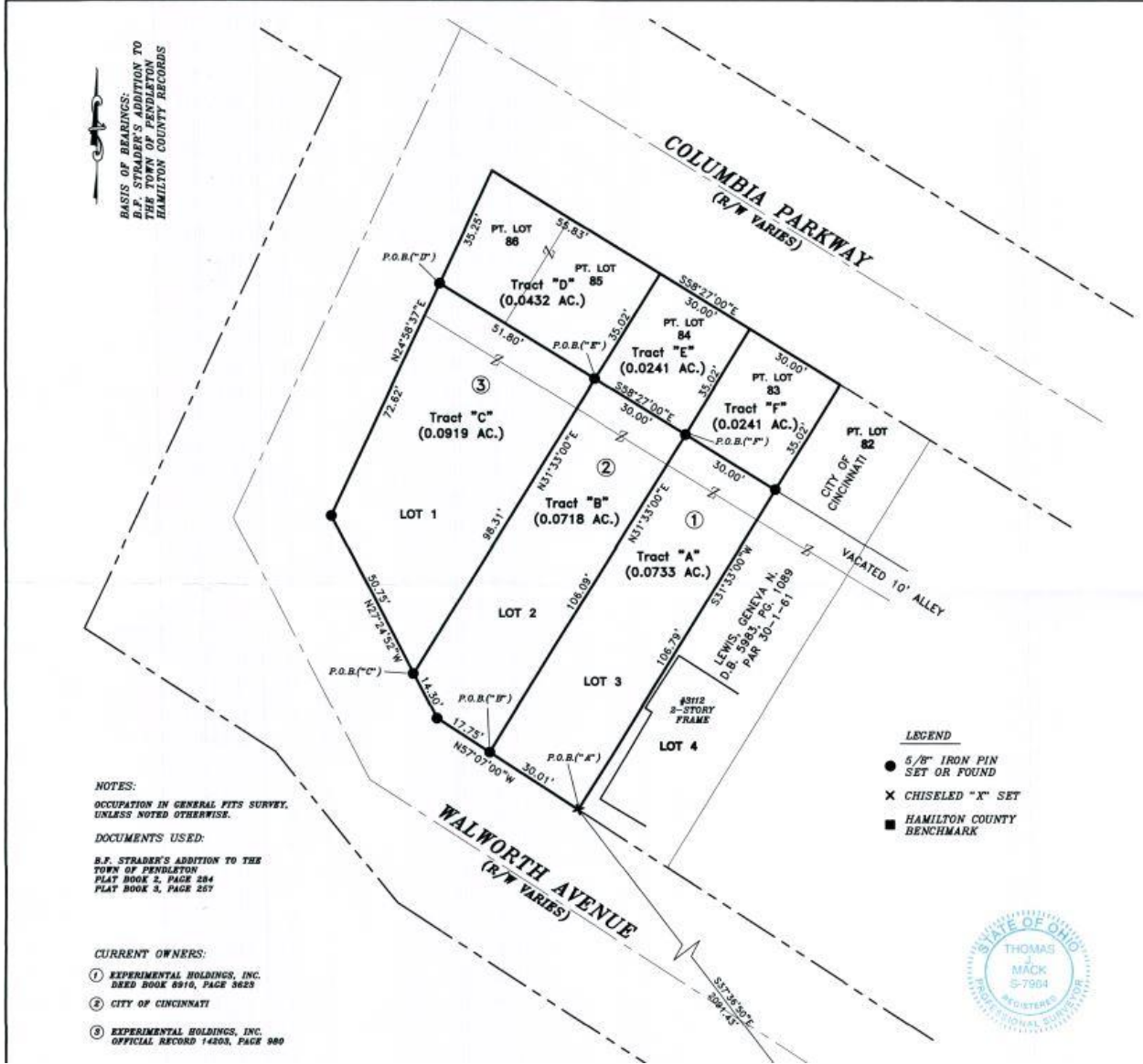
**Exhibit A**  
to Property Exchange Agreement  
Site Map





# Exhibit B to Property Exchange Agreement

## City Sale Property & Developer Sale Property



**Exhibit C**  
to Property Exchange Agreement  
Quitclaim Deed – City Sale Property

SEE ATTACHED

-----  
[SPACE ABOVE FOR RECORDER'S USE]

### QUITCLAIM DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), for valuable consideration paid, hereby grants and conveys to **EXPERIMENTAL HOLDINGS, INC.**, an Ohio corporation, the tax-mailing address of which is P.O. Box 8189, Cincinnati, OH 45208 ("**Grantee**"), all of the City's right, title and interest in and to the real property shown on Exhibit A (Survey Plat) and described on Exhibit B (Legal Description) hereto (the "**Property**"):

Street Address: undeveloped land on Walworth Avenue, Cincinnati, OH  
Auditor's Parcel No: cut-up of Auditor parcel # 30-1-58  
Prior instrument reference: Official Record \_\_\_\_\_, Page \_\_\_\_\_, Hamilton County, Ohio Records.

THIS TRANSFER IS SUBJECT TO, AND THE CITY HEREBY CREATES, THE FOLLOWING EASEMENTS, COVENANTS, AND RESTRICTIONS.

- (1) Any future development shall require review by the City's Department of Transportation and Engineering to ensure that the development will not affect the stability of the drilled pier wall that supports Columbia Parkway, and to ensure that there will be an appropriate buffer between Columbia Parkway and the proposed development.
- (2) Any future development shall require review by the City's Stormwater Management Utility to ensure that overland flow issues are appropriately addressed.
- (3) Any future development shall conform to all Cincinnati Zoning Code regulations concerning Hillside Overlay Districts, as well as any Cincinnati Park Board requirements that prohibit the encroachment of buildings on views from Columbia Parkway.

The foregoing covenants shall "run with the land" and be binding upon Grantor and its successors-in-interest and shall inure to the benefit of the City of Cincinnati.

This conveyance was authorized by Ordinance No. \_\_\_\_-2022, passed by Cincinnati City Council on \_\_\_\_\_, 2022.

Executed on \_\_\_\_\_, 2022.

**CITY OF CINCINNATI**

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

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

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

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF HAMILTON         )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2022 by \_\_\_\_\_, the \_\_\_\_\_ of the City of Cincinnati, an Ohio municipal corporation, on behalf of the municipal corporation. This is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

Approved as to Form:

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

This instrument prepared by:  
City of Cincinnati Law Department  
801 Plum Street  
Cincinnati, Ohio 45202

EXHIBIT A  
to Quitclaim Deed

Survey Plat

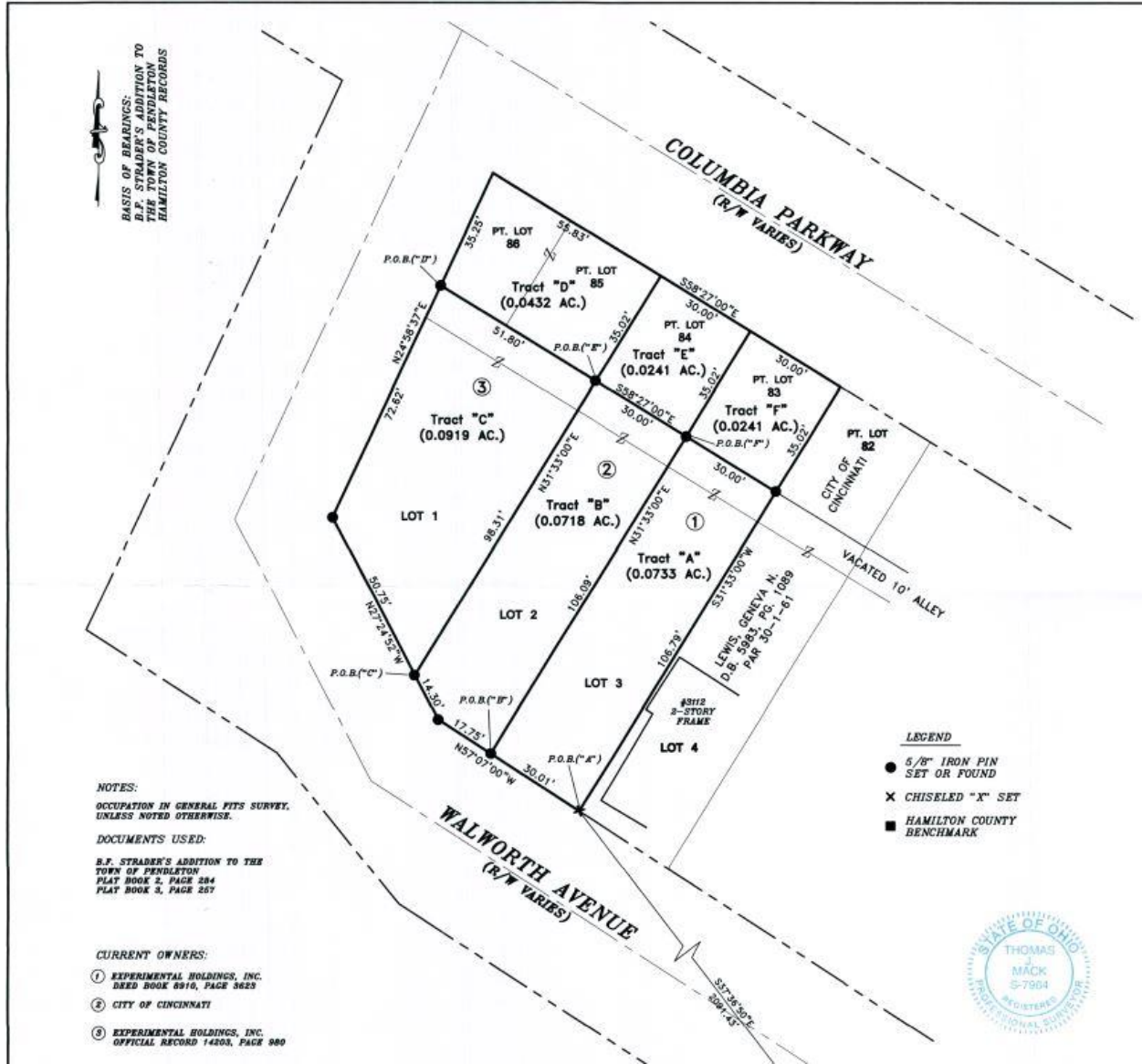


EXHIBIT B  
to Quitclaim Deed

LEGAL DESCRIPTION

Situated in the State of Ohio, Hamilton County, City of Cincinnati, being in Section 31, Town 4, Fractional Range 2, Miami Purchase, and being all of Lot 2 of B.F. Strader's Addition to the Town of Pendleton and a portion of a vacated 10 foot wide alley per Plat Book 2, Page 284 and Plat Book 3, Page 257 of the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Commencing at a chiseled "X" set at the southeast corner of Lot 3 of said B.F. Strader's Addition, said chiseled "X" being North 37° 36' 50" West, 2091.43 feet from Hamilton County Benchmark #6963, thence, North 57° 07' 00" West, along the northerly line of Walworth Avenue, 30.01 feet to a 5/8" dia. iron pin set, said 5/8" dia. iron pin set also being the True Point of Beginning for the following described tract:

thence, from said True Point of Beginning, North 57° 07' 00" West, along the northerly line of Walworth Avenue, 17.75 feet to a 5/8" dia. iron pin set;

thence, North 21° 24' 52" West, continuing along said northerly line of Walworth Avenue, 14.30 feet to a 5/8" dia. iron pin set at the southeast corner of Lot 1 of said B.F. Strader's Addition;

thence, North 31° 33' 00" East, along the easterly line of said Lot 1, 98.31 feet to a 5/8" dia. iron pin set at the southwest corner of Lot 84 of said B.F. Strader's Addition;

thence, South 58° 27' 00" East, along the southerly line of said Lot 84, 30.00 feet to a 5/8" dia. iron pin set at the southeast corner of Lot 84 of said B.F. Strader's Addition;

thence, South 31° 33' 00" West, along the westerly line of Lot 3 of B.F. Strader's Addition, 106.09 feet to the True Point of Beginning, containing 0.0718 acres (3,128.86 sq. ft.) of land, more or less. Subject, however, to all legal rights-of-way of previous record.

Basis of Bearings: Plat Book 2, Page 284 and Plat Book 3, Page 257 of the Hamilton County, Ohio Recorder's Office. Being a part of the land conveyed to the City of Cincinnati in Deed Book 1807, Page 358, Hamilton County Recorder's Office.

**Exhibit D**  
to Property Exchange Agreement

General Warranty Deed – Developer Sale Property

SEE ATTACHED

**GENERAL WARRANTY DEED**

**EXPERIMENTAL HOLDINGS, INC.**, an Ohio corporation ("**Grantor**"), for valuable consideration paid, hereby grants and conveys, with general warranty covenants, to the **CITY OF CINCINNATI**, an Ohio municipal corporation, the tax-mailing address of which is 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), the real property shown on Exhibit A (Survey Plat) and described on Exhibit B (Legal Description) hereto (the "**Property**"):

Street Address: undeveloped land along Columbia Parkway, Cincinnati, OH

Auditor's Parcel No: cut-up of Auditor parcels # 30-1-222 and 30-1-60

Prior instrument reference: Official Record 14208, Page 980; Official Record 8910, Page 3623, Hamilton County, Ohio Records.

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

Executed on \_\_\_\_\_, 2022.

**EXPERIMENTAL HOLDINGS, INC.**,  
an Ohio corporation

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

Printed name: \_\_\_\_\_

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



STATE OF OHIO                    )  
  ) SS:  
COUNTY OF HAMILTON         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022 by \_\_\_\_\_ (name), the \_\_\_\_\_(title) of EXPERIMENTAL HOLDINGS, INC., an Ohio corporation, on behalf of the corporation. This is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

Acceptance of this instrument was authorized by Ordinance No. 97-2022, passed by Cincinnati City Council on April 27, 2022.

Accepted By:

**CITY OF CINCINNATI**

By: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to Form:

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

This instrument prepared by:  
City of Cincinnati Law Department  
801 Plum Street  
Cincinnati, Ohio 45202

EXHIBIT A  
to General Warranty Deed  
Survey Plat

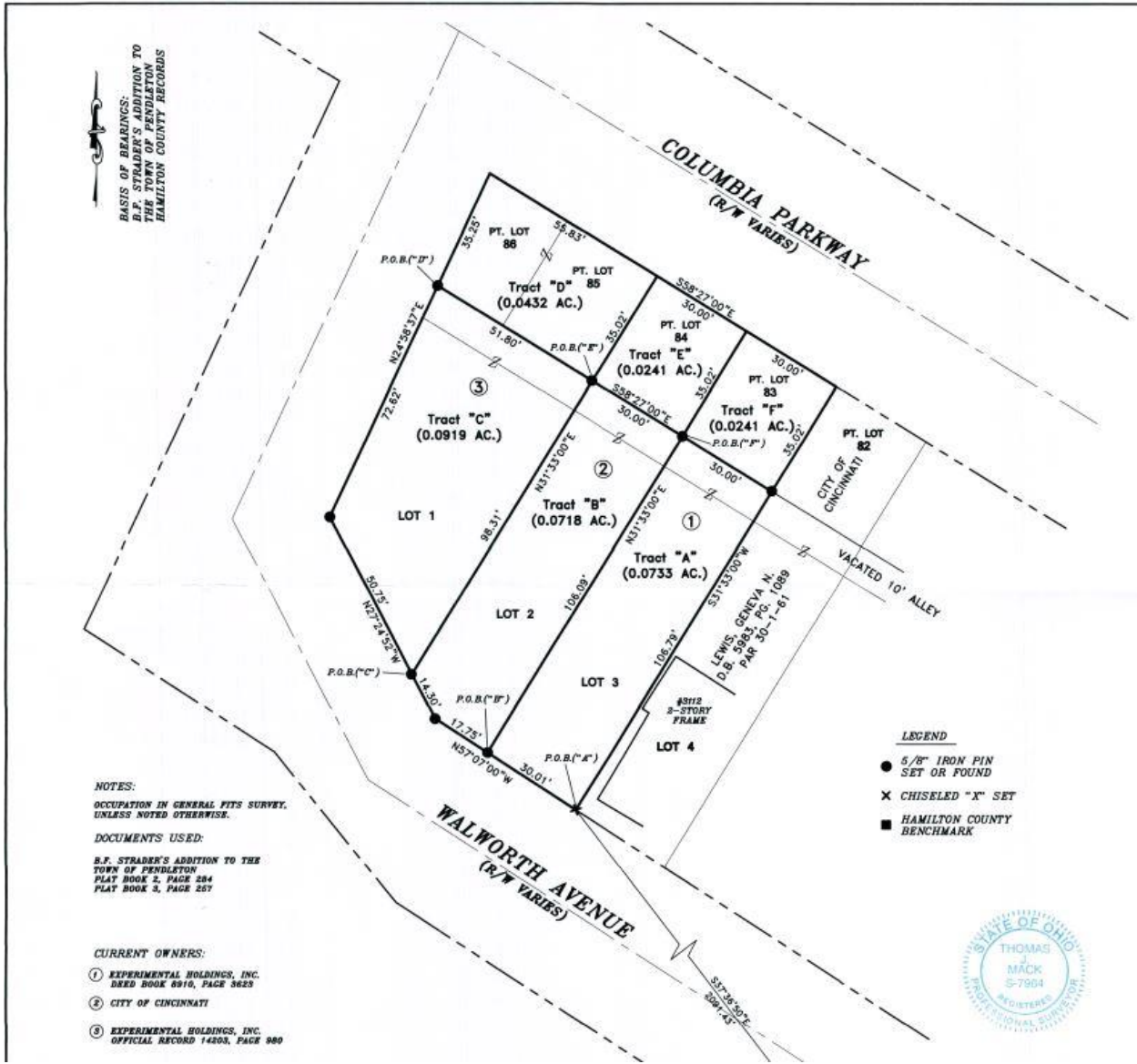


EXHIBIT B  
to General Warranty Deed

LEGAL DESCRIPTION

Tract I:

Situated in the State of Ohio, Hamilton County, City of Cincinnati, being in Section 31, town 4, Fractional Range 2, Miami Purchase, and being part of Lots 85 and 86 of B.F. Strader's Addition to the Town of Pendleton and a portion of a vacated 10 foot wide alley per Plat Book 2, Page 284 and Plat Book 3, Page 257 of the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Commencing at a chiseled "X" set at the southeast corner of Lot 3 of said B.F. Strader's Addition, said chiseled "X" being North 37° 36' 50" West, 2091.43 feet from Hamilton County Benchmark #6963, thence, North 57° 07' 00" West, along the northerly line of Walworth Avenue (R/W varies), 47.76 feet to a 5/8" dia. iron pin set, thence, North 27° 24' 52" West, continuing along said northerly line of Walworth Avenue, 65.05 feet to a 5/8" dia. iron pin set, thence, North 24° 58' 37" West, continuing along the easterly line of Walworth Avenue, 72.62 feet to a 5/8" dia. iron pin set at the southwest corner of Lot 86 of said B.F. Strader's Addition; said 5/8" dia. iron pin set also being the True Point of Beginning for the following described tract:

thence, from said True Point of Beginning, North 24° 58' 37" East, along said easterly line of Walworth Avenue, 35.25 feet to the southerly line of Columbia Parkway (R/W varies);

thence, South 58° 27' 00" East, along said southerly line of Columbia Parkway, 55.83 feet;

thence, South 31° 33' 00" West, along the westerly line of Lot 84 of said B.F. Strader's Addition, 35.02 feet to a 5/8" dia. iron pin set at the southwest corner of said Lot 84;

thence, North 58° 27' 00" West, along the southerly line of Lots 85 and 86 of said B.F. Strader's Addition, 51.80 feet to the True Point of Beginning, containing 0.0432 acres (1,884.61 sq. ft.) of land, more or less.

Subject, however, to all legal rights-of-way of previous record. Basis of Bearings: Plat Book 2, Page 284 and Plat Book 3, Page 257 of the Hamilton County, Ohio Recorder's Office. Previous Deed Reference: Deed Book 9670, Page 1112 of the Hamilton County, Ohio Recorder's Office.

Tract II:

Situated in the State of Ohio, Hamilton County, City of Cincinnati, being in Section 31, town 4, Fractional Range 2, Miami Purchase, and being part of Lot 83 of B.F. Strader's Addition to the Town of Pendleton and a portion of a vacated 10 foot wide alley per Plat Book 2, Page 284 and Plat Book 3, Page 257 of the Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Commencing at a chiseled "X" set at the southeast corner of Lot 3 of said B.F. Strader's Addition, said chiseled "X" being North 37° 36' 50" West, 2091.43 feet from Hamilton County Benchmark #6963, thence, North 57° 07' 00" West, along the northerly line of Walworth Avenue (R/W varies), 30.01 feet to a 5/8" dia. iron pin set, thence, North 31° 33' 00" East, along the westerly line of Lot 3 of said B.F. Strader's Addition, 106.09 feet to a 5/8" dia. iron pin set at the southeast corner of Lot 84 of said B.F. Strader's Addition; said 5/8" dia. iron pin set also being the True Point of Beginning for the following described tract:

thence, from said True Point of Beginning, North 31° 33' 00" East, along the easterly line of said Lot 84, 35.02 feet to the southerly line of Columbia Parkway (R/W varies);

thence, South 58° 27' 00" East, along said southerly line of Columbia Parkway, 30.00 feet;

thence, South 31° 33' 00" West, along the westerly line of Lot 82 of said B.F. Strader's Addition, 35.02 feet to a 5/8" dia. iron pin set at the southwest corner of said Lot 82;

thence, North 58° 27' 00" West, along the southerly line of Lot 83 of said B.F. Strader's Addition, 30.00 feet to the True Point of Beginning, containing 0.0241 acres (1,050.60 sq. ft.) of land, more or less.

Subject, however, to all legal rights-of-way of previous record. Basis of Bearings: Plat Book 2, Page 284 and Plat Book 3, Page 257 of the Hamilton County, Ohio Recorder's Office. Previous Deed Reference: Deed Book 8910, Page 3623 of the Hamilton County, Ohio Recorder's Office.