
[SPACE ABOVE FOR RECORDER'S OFFICE]

Property: Hamilton County, Ohio
Auditor's Parcel No.: 004-0008-0001-90

GRANT OF EASEMENT

This Grant of Easement (this "**Easement**") is made as of the Effective Date (as defined on the signature page hereof) by the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which is 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), in favor of the **BOARD OF TRUSTEES OF ANDERSON TOWNSHIP, HAMILTON COUNTY, OHIO**, an Ohio political subdivision, the address of which is 7850 Five Mile Road, Cincinnati, OH 45230 ("**Grantee**").

Recitals:

A. By virtue of a *General Warranty Deed* executed on January 13, 1951, and recorded on March 9, 1951, in Deed Book 2467, Page 394, Hamilton County, Ohio Records, the City holds title to certain real property generally located south of Beechmont Avenue designated as Hamilton County, Ohio Auditor's Parcel No. 004-0008-0001-90, as more particularly described on Exhibit A (*Legal Description-the Property*) hereto (the "**Property**"). The Property is under the management of the Cincinnati Recreation Commission ("**CRC**").

B. Grantee has undertaken a project involving the design and construction of a public shared-use path for transportation and recreation purposes commonly known as the Little Miami Scenic Trail Extension to Elstun Road (HAM-LMST Ext. PID 113602) (the "**Project**").

C. The City desires to facilitate the Project by granting Grantee certain temporary and perpetual easement rights in, on, under, over and across portions of the Property, as more particularly depicted on Exhibit B (*Surveys*) and described on Exhibit C (*Legal Description-Easement Areas*) hereto to allow Grantee to do all things necessary and appropriate to construct, reconstruct, improve, alter, widen, use, maintain, and repair a public shared-use path for transportation and recreational purposes (the "**Improvements**").

D. The City Manager, in consultation with CRC, has determined that granting the Easements to Grantee (i) is not adverse to the City's retained interest in the Property, and (ii) will not unreasonably interfere with the City's use of the Property for recreation or other municipal purposes.

E. The fair market value of the Easements, as determined by a professional appraisal by the City's Real Estate Services Division, is \$28,816; however, the City desires to grant the Easements for less than their estimated fair market value, namely, \$0.00, because (i) Grantee is a governmental entity, (ii) the Easements will serve and benefit the public, and (iii) the City will receive economic and non-economic benefits from the public shared-use path that equal or exceed the estimated fair market value of the Easements in that the City will be relieved of the expense and administrative burden of the construction and maintenance of the shared-use path in perpetuity. The City has determined that eliminating competitive bidding in connection with granting the Easements is in the best interest of the City because the Easements are needed to enable Grantee to construct and maintain the proposed shared-use path and, as a practical matter, no one else would have any need for the Easements.

G. CRC approved the grant of the Easements to Grantee at its regular meeting on September 19, 2023.

H. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the Easements at its meeting on October 20, 2023.

I. City Council authorized the execution of this *Grant of Easement* by Ordinance No. [___] passed by Cincinnati City Council on [_____].

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant.** The City does hereby grant to Grantee, on the terms and conditions set forth herein, temporary construction easements and non-exclusive, perpetual easements to perform all necessary activities to construct, reconstruct, improve, alter, widen, maintain, repair, and operate a public shared use path for pedestrian and recreation purposes in, on, under, over, and across the Property, as more particularly depicted on Exhibit B and described on Exhibit C (the "**Easements**" or the "**Easement Areas**," as applicable). The rights herein granted shall include the right to relocate existing Third-Party Utility Lines, as defined below, within the Easement Areas if Grantee deems such relocation is necessary and appropriate in connection with the initial construction of the Improvements, all at no cost to the City. Notwithstanding the foregoing, in no event shall the rights herein granted to Grantee be construed to confer any right to a public utility provider to establish, construct, install, locate, or place new utility lines and related facilities or otherwise extend existing utility lines and associated facilities within the Easement Areas without the prior written consent of the City. The City represents that it is the true and lawful owner of the Property in fee simple, and has the right and power to convey the Easements, and that the Easement Areas are free and clear from all liens and encumbrances, except (i) easements, restrictions, conditions, covenants, and other matters of record; (ii) all legal highways; (iii) zoning and building laws, ordinances, rules, and regulations; and (iv) any and all taxes and assessments not yet due and payable. Grantee acknowledges and agrees that it has conducted its own due diligence to familiarize itself with the condition and characteristics of the Easement Areas. The City has not made any representations or warranties concerning the condition or characteristics of the Easement Areas or the suitability or fitness of the Easement Areas for the Permitted Use, as defined below. Grantee acknowledges and agrees that it is not relying upon any such representations or warranties from the City. The duration of the temporary easements herein granted, as more particularly depicted on Exhibit B and described on Exhibit C shall expire upon completion of all construction activities associated with the initial construction of the Improvements. Grantee shall restore the temporary easement area as nearly as practicable to the condition before the construction. The City

hereby reserves all rights of ingress and egress in, over, across, and through the Property and the Easement Areas.

2. Permitted Use. Grantee shall use the Easement Areas to establish, operate, and maintain a shared use path for the use and benefit of the public, including but not limited to the right to conduct educational, recreational, beautification, and public athletic programs and events. All activities undertaken by Grantee, its employees, agents, contractors, and subcontractors under this instrument shall comply with all applicable federal, state, and local codes, laws, and other governmental standards, policies, guidelines, and requirements. Grantee shall not use or permit the use of the Easement Areas in any manner that is inconsistent with the rights granted herein or in a manner that impairs or unreasonably interferes with the rights of the City or others permitted by the City to the full use and enjoyment of the Property, as determined by the City. Grantee shall ensure continuous, unrestricted access to the Easement Areas (24 hours/day, 7 days/week, 52 weeks/year) to the City for inspection and any other municipal purpose.

3. Ownership of Improvements; No Agency.

(A) Ownership of Shared Use Path. The parties acknowledge and agree that upon completion, any and all improvements associated with the public shared use path shall remain under the ownership of Grantee.

(B) No Agency. The parties acknowledge and agree that the City is not retaining Grantee to provide professional services to the City under this instrument. Grantee and its employees, agents, and contractors shall not be deemed to be agents, servants, or employees of the City and no person performing any activities hereunder or otherwise engaged in activities related to or arising out of the Permitted Use shall be considered an officer, agent, servant, or employee of the City. Grantee shall have the exclusive right to control the details of the construction, maintenance, repair, improvement, and operation of the public shared use path and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, agents, employees, and contractors, if any. Nothing herein shall be construed as creating an agency relationship between the City and Grantee.

4. Alterations; Utilities; Maintenance and Repairs; Signs; No Liens.

(A) Alterations. Grantee shall have the right to alter, enlarge, or modify the Improvements within the Easement Areas without the prior written consent of the City. Grantee shall have the right to install, place, or erect improvements and equipment incidental to the Permitted Use, including but not limited to barricades, trailheads, parking, fencing, benches, landscaping, bicycle racks, and trash facilities.

(B) Utilities. Grantee shall pay for the cost of electricity, water, and any and all other utilities associated with the Improvements. The City shall have no obligation to furnish utilities to the Easement Areas. Grantee acknowledges that there may be existing easements, utility lines, and related facilities in the vicinity of the Easement Areas ("**Third-Party Utility Lines**"). The rights herein granted to Grantee are subject to the rights of public utility providers to enter upon the Property from time to time to construct, install, operate, maintain, repair, reconstruct, reinstall, remove, replace, and abandon utility lines, and related facilities within and around the vicinity of the Easement Areas, if any. Grantee shall ensure that such utility lines and facilities are not disturbed and that the utility providers' access to such facilities is not denied or unreasonably impaired. Grantee shall be responsible for paying all costs related to the repair of any and all damage to Third-Party Utility Lines caused by Grantee, its agents, employees, contractors, subcontractors, licensees, or invitees. Grantee shall be responsible for paying all costs related to relocating such utilities if relocation is required in connection with Grantee's construction, installation, use, occupancy, operation, or maintenance of the Improvements.

(C) Maintenance and Repairs. Grantee shall maintain the Improvements in good and safe condition and repair. Upon completion, Grantee shall be solely responsible for maintaining, operating,

repairing, reconstructing, or removing the Improvements at no cost to the City. Grantee shall assume all responsibility for the maintenance and repair of the Easement Areas, including stormwater trenches, swales, vegetation, and debris and litter removal, provided, however, Grantee shall not have the right to remove any trees, bushes, or other vegetation within the Easement Areas without the prior written consent of the City. The City shall not have any maintenance or repair obligations or any obligation to provide services for the benefit of the Easement Areas and the Improvements under this instrument.

(D) Signs. Grantee shall not install any way finding, directional, or informational signs within the Easement Areas without the City's prior written consent.

(E) No Liens. Grantee shall not permit any liens to attach to the Easement Areas in connection with the construction, installation, use, operation, maintenance, repair, reconstruction, or removal of the Improvements.

5. Insurance

(A) Insurance Coverage. Grantee shall maintain, or shall cause to be maintained, the following insurance:

(i) special peril (formerly known as "all-risk") full replacement cost insurance on the Improvements, naming the City and Grantee as their respective interests may appear;

(ii) property insurance on all of Grantee's personal property from time to time located at the Property in such amount as Grantee shall from time to time determine to be commercially reasonable;

(iii) Commercial General Liability insurance covering claims for bodily injury, personal injury or death, and property damage occurring at the Property in an amount not less than \$2,000,000 per occurrence, combined single limit/\$4,000,000 aggregate, or such additional amount as the City or its insurance or risk advisors may determine from time to time to be customary for comparable facilities in the Cincinnati area, naming the City as an additional insured;

(iv) Automobile Liability Insurance in the amount of not less than \$1,000,000 per occurrence, naming the City as an additional insured; and

(v) Workers Compensation insurance as required by law.

Grantee shall be permitted to satisfy the above-specified liability insurance coverages through a combination of primary and umbrella and/or excess liability policies.

(B) Policy Requirements. Grantee shall be permitted to satisfy the insurance requirements set forth above through primary and umbrella and/or excess liability policies under a self-insurance program authorized pursuant to ORC Section 2744.08 or a joint self-insurance pool authorized pursuant to ORC Section 2744.081 operated by or on behalf of Grantee or written in standard form by insurance companies authorized to do business in Ohio and having an A.M. Best rating of A VII or better, provided that the insurance/coverage (i) may not be canceled or modified without at least thirty (30) days prior written notice to the City, and (ii) is primary with respect to insurance maintained by the City. Grantee shall provide the City with a certificate of insurance evidencing the insurance required to be maintained by Grantee hereunder upon request.

(C) Handling of Claims. The City assumes no responsibility for any acts, errors or omissions of Grantee or any employee, agent, representative or any other person acting or purporting to act for or on

behalf of Grantee; and similarly, Grantee assumes no responsibility for any acts, errors or omissions of the City or any employee, agent, representative or any other person acting or purporting to act for or on behalf of the City. In the event of third-party claims filed against either party pertaining to the Property, each party shall handle its own claims in accordance with its internal policies and procedures. The parties acknowledge that, as governmental entities, the parties are not legally permitted under Ohio law to contractually agree to indemnify each other.

6. Default; Remedies.

(A) Default. If either party fails to pay any amount due the other party hereunder or perform or observe any of the covenants, terms or conditions contained in this Agreement, and such failure to pay or perform continues for longer than sixty (60) days after the defaulting party receives written notice thereof from the non-defaulting party; provided, however, that if such failure is not reasonably susceptible of being cured within such sixty (60) day period, an event of default shall not be deemed to have occurred if the defaulting party commences to cure such failure within such sixty (60) day period and thereafter diligently pursues such cure to completion and, in fact, cures such failure within one hundred twenty (120) days after the defaulting party receives written notice of the default from the non-defaulting party. The foregoing notwithstanding, if the failure creates a dangerous condition or otherwise constitutes an emergency as determined by the non-defaulting party, an event of default shall be deemed to have occurred if the defaulting party fails to take corrective action immediately upon discovering such dangerous condition or emergency.

(B) Remedies. Upon the occurrence of an event of default that continues beyond the applicable notice and cure period provided for under paragraph (A) above, the non-defaulting party shall be entitled to: (i) terminate this Agreement by giving the defaulting party written notice thereof, (ii) take such actions in the way of "self-help" as the non-defaulting party determines to be reasonably necessary or appropriate to cure or lessen the impact of such default, all at the expense of defaulting party, and (iii) exercise any and all other rights and remedies under this Agreement or available at law or in equity. The failure of either party to insist upon the strict performance of any covenant or duty or to pursue any remedy under this Agreement shall not constitute a waiver of the breach of such covenant or of such remedy.

7. Assignment. Grantee shall not assign its rights and interests under this instrument without the prior written consent of the City. Grantee acknowledges that the City is granting the rights herein because of the City's confidence that Grantee has the financial resources, experience, and community support that are necessary to carry out the Project and that therefore the City shall not be expected to consent to a proposed assignment to any entity in which the City does not have similar confidence. No assignment by Grantee of its rights or obligations under this instrument to a third party shall relieve Grantee from any liability to the City under this instrument.

8. Real Estate Taxes. The parties acknowledge that the Property is exempt from real property taxes.

9. Notices. All notices required to be given hereunder by either party shall be in writing and personally delivered, sent by Federal Express, UPS or other recognized courier that in the ordinary course of business maintains a record of each delivery, or mailed by U.S. certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses set forth in the introductory paragraph of this Easement, or at such other address as either party may from time to time specify by notice to the other. Notices shall be deemed to have been given on the date of receipt if personally delivered, on the day of receipt if delivered by courier, and on the date noted on the return receipt if mailed by U.S. certified mail. If Grantee sends a notice to the City alleging that the City is in default under this Easement, Grantee shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, 801 Plum Street, Suite 214, Cincinnati, OH 45202.

10. Covenants to Run with the Land. The provisions hereof shall run with the land and shall inure to the benefit of and be binding upon the City, Grantee, and their respective successors-in-interest and assigns.

11. Coordinated Report Conditions (CR #13-2023). The following additional conditions shall apply: None.

12. General Provisions.

(A) Entire Agreement. This instrument (including the exhibits hereto and the other agreements referred to herein, if any) contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior discussions, negotiations, representations, or agreements, written or oral, between them respecting the subject matter hereof.

(B) Governing Law. This instrument shall be governed by and construed in accordance with the laws of the City of Cincinnati and the State of Ohio.

(B) Captions. The captions of the various sections and paragraphs of this instrument 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 instrument.

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

(D) Counterparts and Electronic Signatures. This instrument may be executed and delivered by electronic signature; any original signatures initially delivered electronically shall be physically delivered as soon as reasonably possible. The parties hereto may execute this instrument in two or more counterparts, and each executed counterpart shall be considered an original.

(E) Official Capacity. All representations, warranties, covenants, agreements and obligations of the City and Grantee under this instrument 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 member, officer, agent or employee of the City or Grantee in other than his or her official capacity. No official executing or approving the City's or Grantee's participation in this instrument shall be personally liable under this instrument.

(F) Representation as to Authority. The City and Grantee each represents to the other that it has the power and authority to enter into and perform its obligations under this instrument without the consent of anyone who is not a party to this instrument, and that the execution and performance of this instrument have been duly authorized by all necessary actions on the part of the performing party.

(G) Appropriation of Funds. Notwithstanding anything in this instrument, the City's and Grantee's performance of their respective obligations under the instrument that require the expenditure of money is subject to the appropriation of funds for such purposes by their respective legislative authorities. No party shall be in breach of this instrument if for any reason their legislative authorities do not pass any and all ordinances or resolutions as may be necessary for the respective parties to carry out the terms of this instrument, but in the event such ordinances or resolutions are not passed, the remaining parties may terminate this instrument with sixty (60) days' notice to the other parties.

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

Exhibit A – *Legal Description—the Property*

Exhibit B – *Surveys*

Exhibit C – *Legal Description–Easement Areas*

[Signature Pages Follow]

Executed by the parties on the date of acknowledgement listed below and effective as of the later of such dates (the "Effective Date").

CITY OF CINCINNATI,
an Ohio municipal corporation

By: _____

Printed name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

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

Notary Public
My commission expires: _____

Approved by:

Daniel E. Betts, Director
Cincinnati Recreation Commission

Approved as to Form:

Assistant City Solicitor

This instrument prepared by:
City of Cincinnati Law Department
801 Plum Street, 214
Cincinnati, OH 45202

[GRANTEE'S SIGNATURE PAGE FOLLOWS]

Accepted and agreed to by:

**BOARD OF TRUSTEES OF ANDERSON TOWNSHIP,
HAMILTON COUNTY, OHIO**

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 **BOARD OF TRUSTEES OF
ANDERSON TOWNSHIP, HAMILTON COUNTY, OHIO**, an Ohio political subdivision, on behalf of the
political subdivision.

Notary Public
My commission expires: _____

EXHIBIT A
to Grant of Easement
Legal Description—the Property

Being part of Military Survey 2204, Anderson Township, Hamilton County, Ohio, and being also part of Turpin lands, known as Case 61318 and recorded in Book 12, Page 186, Common Pleas Court Records and being described as follows:

Beginning at the intersection of the northerly line of said Survey 2204 (said northerly line of Survey 2204 being also the patent line) and the center line of Beechmont Avenue, thence South 20° 08' 20" West along the centerline of Beechmont Avenue a distance of 71.00 feet;

thence southwestwardly along the center line of Beechmont Avenue which is along a curve tangent to the last described course deflecting to the left with a radius of 810.80 feet for a distance of 237.74 feet (the chord of said curve has a bearing of South 11° 44' 20" West and a length of 236.88 feet);

thence southeastwardly along the center line of Beechmont Avenue which is along a curve tangent to the last described curve and deflecting to the left with a radius of 346.31 feet for a distance of 174.88 feet (the chord of said curve has a bearing of South 11° 07' 40" East and a length of 173.03 feet);

thence southeastwardly along the center line of Beechmont Avenue which is along a curve tangent to the last described curve deflecting to the left with a radius of 902.28 feet for a distance of 165.09 feet (the chord of said curve has a bearing of South 30° 50' 10" East and a length of 164.86 feet);

thence southeastwardly along the center line of Beechmont Avenue which is along a curve tangent to the last described curve deflecting to the left with a radius of 1230.87 feet for a distance of 278.20 feet (the chord of said curve has a bearing of South 42° 33' 10" East and a length of 277.61 feet);

thence southeastwardly along the center line of Beechmont Avenue which is along a curve tangent to the last described curve deflecting to the left with a radius of 465.69 feet for a distance of 174.48 feet (the chord of said curve has a bearing of South 59° 45' 40" East and a length of 173.46 feet);

thence southeastwardly along the center line of Beechmont Avenue which is along a curve tangent to the last described curve deflecting to the left with a radius of 1801.95 feet for a distance of 55.32 feet (the chord of said curve has a bearing of South 71° 22' 25" East and a length of 55.32 feet);

thence South 72° 15' 10" East along the centerline of Beechmont Avenue and tangent to the last described curve a distance of 187.81 feet;

thence South 00° 59' 10" East a distance of 17.40 feet;

thence South 77° 40' 10" East a distance of 290.96 feet;

thence South 77° 15' 50" West a distance of 292.65 feet;

thence South 01° 15' 50" West a distance of 448.21 feet to a point in the center line of Elstun Road;

thence North 76° 52' 10" West along the centerline of Elstun Road a distance of 25.10 feet to an angle;
thence North 83° 21' 10" West along the center line of Elstun Road a distance of 821.95 feet;

EXHIBIT A (Cont.)

thence westwardly along a curve tangent to the last described curve deflecting to the left with a radius of 478.30 feet for a distance of 96.86 feet (the chord of said curve has a bearing of North 89° 09' 10" West and a length of 96.70 feet);
thence North 52° 28' 50" West a distance of 1274.82 feet to the southeasterly bank of the Little Miami River;

thence North 49° 50' 20" East along the southeasterly bank of the Little Miami River a distance of 315.18 feet;

thence North 42° 59' 20" East along the southeasterly bank of the Little Miami River a distance of 481.54 feet;

thence North 48° 30' 20" East along the southeasterly bank of the Little Miami River a distance of 280.83 feet to a point in the northerly line of said Survey 2204;

thence South 86° 26' 10" East along the northerly line of said Survey 2204 a distance of 268.28 feet to a point in the center line of Beechmont Avenue and the place of beginning. Subject to all legal highways.

Being part of the premises assigned to Ida Belle Turpin, now Ida Belle Turpin Stoffregen, by order of the Court of Common Pleas of Hamilton County, Ohio, in Case No. 61318, dated January 19, 1885, and recorded in Book 12, Page 169, Common Pleas Court Records.

Being the same premises conveyed to the City of Cincinnati by Ida Belle Turpin Stoffregen by *General Warranty Deed* dated January 13, 1951, and recorded in Deed Book 2467, Page 394, Hamilton County, Ohio records.

EXHIBIT B to Grant of Easement Surveys

Project Parcels 2-SH1 & 2-T1

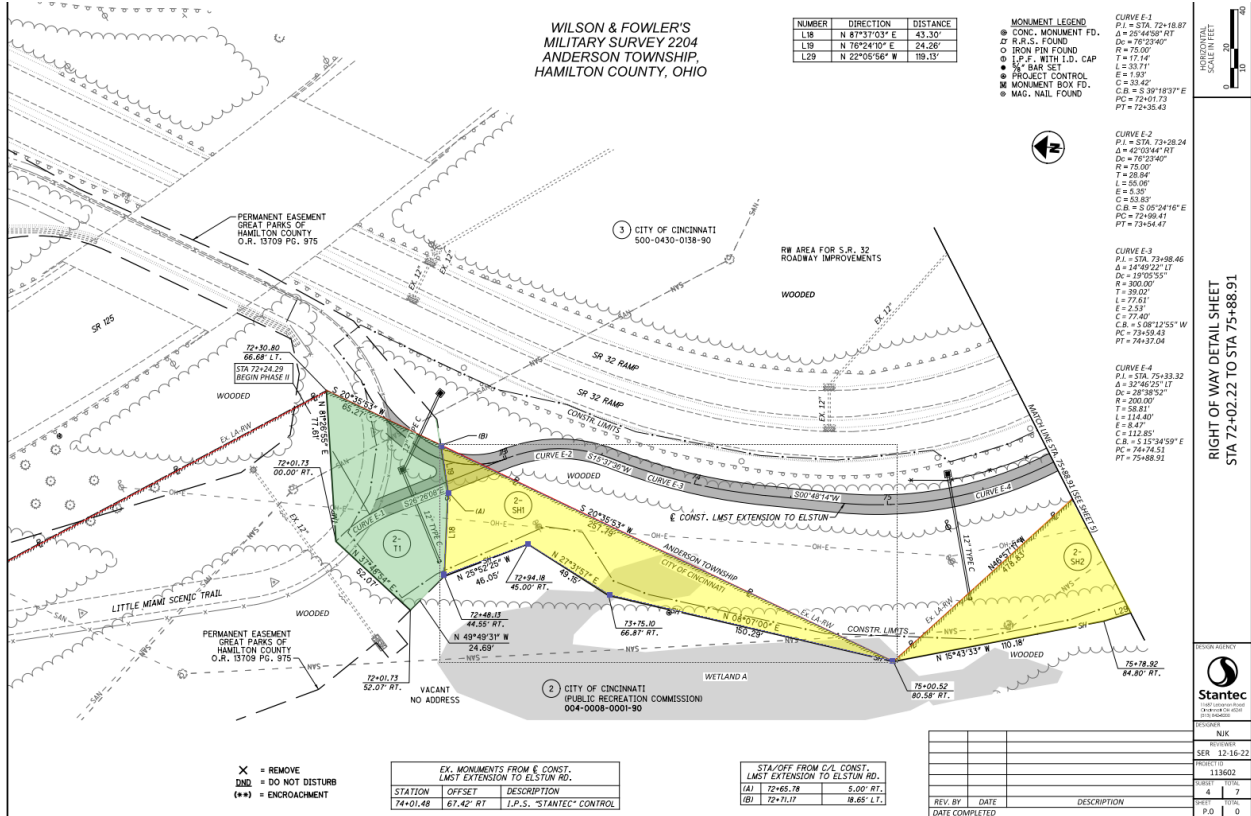


EXHIBIT C
to Grant of Easement
Legal Descriptions—Easement Areas

Project Parcel 2-SH1

Situate in the State of Ohio, County of Hamilton, Township of Anderson, located in Wilson and Fowler's Military Survey 2204, being part of the Turpin lands as shown on Plat "C", Case 61318 dated January 19, 1885 and recorded in Book 12, Page 186, Common Pleas Court Records, being part of the lands conveyed to the City of Cincinnati by deed of record in Deed Book 2467, Page 394, and delineated originally as 30.409 acres upon the HAM-561-0.00 RW Plan (Beechmont Ave. Levee Plan, dated March 1950) on file with the Ohio Department of Transportation, records of the Recorder's Office, Hamilton County, Ohio, unless otherwise noted, and being more particularly described as follows:

Being a parcel of land lying on the left and right sides of the Centerline of Construction of the LMST Extension to Elstun Road, as delineated upon the HAM-LMST Extension to Elstun Road, Phase 2 Right-of-Way Plan on file with the Ohio Department of Transportation;

Beginning for Reference at a railroad spike found in the centerline of Elstun Road (being 60.00 feet in width), being a southerly line of said original 30.409-acre tract, at the northwesterly corner of the Reserve at Skytop Condominiums, Phase 1 of record in Plat Book 398, Page 27; said railroad spike being 22.05 feet right of Centerline Construction station 86+95.06;

Thence South 71 deg. 00 min. 25 sec. East, a distance of 13.60 feet along the centerline of Elstun Road to a railroad spike found at a southwesterly corner of Parcel II conveyed to United Dairy Farmers, Inc. by deed of record in Deed Book 5021, Page 1312, being 21.60 feet right of Centerline Construction station 87+08.28;

Thence North 06 deg. 48 min. 19 sec. East, a distance of 30.50 feet along the westerly line of said Parcel II to a point in the existing northerly right-of-way line of Elstun Road, at a southeasterly corner of Parcel I conveyed to United Dairy Farmers, Inc. by deed of record in Deed Book 5021, Page 1312, being 7.97 feet left of Centerline Construction station 87+01.29;

Thence the following two (2) courses and distances along the existing northerly right-of-way line of Elstun Road and the southerly line of said Parcel I;

1. Thence North 71 deg. 04 min. 21 sec. West, a distance of 22.28 feet to an angle point, being 7.25 feet left of Centerline Construction station 86+79.02;

2. Thence North 77 deg. 55 min. 10 sec. West, a distance of 522.29 feet to a point at the common corner of said Parcel I and the 12.7 acres transferred to the Public Recreation Commission by City of Cincinnati Ordinance Number 343-1969, being 12.87 feet left of Centerline Construction station 81+55.86; said point being further located as being North 06 deg. 56 min. 06 sec. East, a distance of 0.09 feet from a 1-inch pipe found;

Thence the following two (2) courses and distances along the common line of said Parcel I and said 12.7-acre tract;

1. Thence North 06 deg. 56 min. 06 sec. East, a distance of 25.10 feet to a point, being 37.47 feet left of Centerline Construction station 81+49.12;

EXHIBIT C (Cont.)

2. Thence North 06 deg. 56 min. 06 sec. East, a distance of 220.49 feet to a point at a common corner of said Parcel I and said 12.7-acre tract, being 141.98 feet left of Centerline Construction station 78+96.47;

Thence North 46 deg. 57 min. 17 sec. West, a distance of 478.83 feet along the northeasterly line of said 12.7-acre tract to a point being 80.58 feet right of Centerline Construction station 75+00.52; said point being the Point of True Beginning of the herein described parcel;

Thence the following three (3) courses and distances across said 12.7-acre tract and said original 30.409-acre tract;

1. Thence North 08 deg. 07 min. 00 sec. East, a distance of 150.29 feet to a point being 66.87 feet right of Centerline Construction station 73+75.10;

2. Thence North 27 deg. 31 min. 57 sec. East, a distance of 49.15 feet to a point being 45.00 feet right of Centerline Construction station 72+94.18;

3. Thence North 25 deg. 52 min. 25 sec. West, a distance of 46.05 feet to a point in the southerly line of an existing Permanent Easement conveyed to Great Parks of Hamilton County by deed of record in Official Record 13709, Page 975, being 44.55 feet right of Centerline Construction station 72+48.13;

Thence the following two (2) courses and distances along said existing Permanent Easement and across said 12.7 acre tract and said original 30.409 acre tract;

1. Thence North 87 deg. 37 min. 03 sec. East, a distance of 43.30 feet to a point being 5.00 feet right of Centerline Construction station 72+65.78;

2. Thence North 76 deg. 24 min. 10 sec. East, a distance of 24.26 feet to a point in the easterly line of said 12.7 acre tract, being 18.65 feet left of Centerline Construction station 72+71.17; Thence South 20 deg. 35 min. 53 sec. West, a distance of 257.79 feet along the easterly line of said 12.7 acre tract to the Point of True Beginning of the herein described parcel, containing 0.138 acres, more or less, of which 0.000 acres lies within the existing Present Road Occupied.

Of the above-described area, 0.138 acres are contained within Hamilton County Auditor's Parcel 004-0008-0001-90.

Bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011), using GPS methods utilizing the Ohio Department of Transportation's ORTN Network in February 2021.

All iron pins set are 5/8 inches in diameter rebar by 30 inches long with a yellow plastic cap stamped STANTEC.

This description was prepared by Steven E. Rader, registered surveyor 7191, and is based upon a field survey for Anderson Township, Hamilton County, Ohio in 2021 and 2022, by Stantec Consulting Services, Inc., under the direction of said surveyor.

Instrument reference as of the date this survey was prepared: Deed Book 2467, Page 394, of the Recorder's Office, Hamilton County, Ohio.

EXHIBIT C (Cont.)

Project Parcel 2-SH2

Situate in the State of Ohio, County of Hamilton, Township of Anderson, located in Wilson and Fowler's Military Survey 2204, being part of the Turpin lands as shown on Plat "C", Case 61318 dated January 19, 1885 and recorded in Book 12, Page 186, Common Pleas Court Records, being part of the lands conveyed to the City of Cincinnati by deed of record in Deed Book 2467, Page 394, and delineated originally as 30.409 acres upon the HAM-561-0.00 RW Plan (Beechmont Ave. Levee Plan, dated March 1950) on file with the Ohio Department of Transportation, and being part of the 12.7 acres transferred to the Public

Recreation Commission by City of Cincinnati Ordinance Number 343-1969, records of the Recorder's Office, Hamilton County, Ohio, unless otherwise noted, and being more particularly described as follows;

Being a parcel of land lying on the left and right sides of the Centerline of Construction of the LMST Extension to Elstun Road, as delineated upon the HAM-LMST Extension to Elstun Road, Phase 2 Right-of-Way Plan on file with the Ohio Department of Transportation;

Beginning for Reference at a railroad spike found in the centerline of Elstun Road (being 60.00 feet in width), being a southerly line of said original 30.409-acre tract, at the northwesterly corner of the Reserve at Skytop Condominiums, Phase 1 of record in Plat Book 398, Page 27; said railroad spike being 22.05 feet right of Centerline Construction station 86+95.06;

Thence South 71 deg. 00 min. 25 sec. East, a distance of 13.60 feet along the centerline of Elstun Road to a railroad spike found at a southwesterly corner of Parcel II conveyed to United Dairy Farmers, Inc. by deed of record in Deed Book 5021, Page 1312, being 21.60 feet right of Centerline Construction station 87+08.28;

Thence North 06 deg. 48 min. 19 sec. East, a distance of 30.50 feet along the westerly line of said Parcel II to a point in the existing northerly right-of-way line of Elstun Road, at a southeasterly corner of Parcel I conveyed to United Dairy Farmers, Inc. by deed of record in Deed Book 5021, Page 1312, being 7.97 feet left of Centerline Construction station 87+01.29;

Thence the following two (2) courses and distances along the existing northerly right-of-way line of Elstun Road and the southerly line of said Parcel I;

1. Thence North 71 deg. 04 min. 21 sec. West, a distance of 22.28 feet to an angle point, being 7.25 feet left of Centerline Construction station 86+79.02

2. Thence North 77 deg. 55 min. 10 sec. West, a distance of 522.29 feet to a point of curvature, said point being a common corner of said Parcel I and said 12.7-acre tract, being 12.87 feet left of Centerline Construction station 81+55.86; said point being the **Point of True Beginning** of the herein described parcel; said point being further located as being North 06 deg. 56 min. 06 sec. East, a distance of 0.09 feet from a 1 inch pipe found;

Thence along the existing northerly right-of-way line of Elstun Road and the southerly line of said 12.7 acre tract, with a curve to the left, having a radius of 508.30 feet, a central angle of 15 deg. 10 min. 04 sec., an arc length of 134.56 feet, the chord to which bears North 85 deg. 30 min. 12 sec. West a distance of 134.17 feet to a point in the southwesterly line of said original 30.409 acre tract, at a southwesterly corner of said 12.7 acre tract, being 74.62 feet right of Centerline Construction station 80+70.86;

Thence North 46 deg. 54 min. 37 sec. West, a distance of 90.21 feet along the southwesterly line of said original 30.409-acre tract and said 12.7-acre tract to a point, being 120.98 feet right of Centerline Construction station 80+10.00;

EXHIBIT C (Cont.)

Thence the following five (5) courses and distances across said original 30.409-acre tract and said 12.7 acre tract;

1. Thence North 24 deg. 10 min. 29 sec. East, a distance of 132.60 feet to a point being 40.00 feet right of Centerline Construction station 79+05.00;
2. Thence North 13 deg. 28 min. 02 sec. West, a distance of 125.00 feet to a point being 40.00 feet right of Centerline Construction station 77+80.00;
3. Thence North 60 deg. 57 min. 25 sec. West, a distance of 81.39 feet to a point being 100.00 feet right of Centerline Construction station 77+25.00;
4. Thence North 22 deg. 05 min. 56 sec. West, a distance of 119.13 feet to a point being 84.80 feet right of Centerline Construction station 75+78.92;
5. Thence North 15 deg. 43 min. 33 sec. West, a distance of 110.18 feet to an angle point in the northeasterly line of said 12.7-acre tract, being 80.58 feet right of Centerline Construction station 75+00.52;

Thence South 46 deg. 57 min. 17 sec. East, a distance of 478.83 feet along said northeasterly line of said 12.7-acre tract to a point at a common corner of said 12.7-acre tract and said Parcel I, being 141.98 feet left of Centerline Construction station 78+96.47;

Thence the following two (2) courses and distances along the common line of said 12.7 acre tract and said Parcel I;

1. Thence South 06 deg. 56 min. 06 sec. West, a distance of 220.49 feet to a point, being 37.47 feet left of Centerline Construction station 81+49.12;
2. Thence continuing South 06 deg. 56 min. 06 sec. West, a distance of 25.10 feet to the **Point of True Beginning** of the herein described parcel, containing 1.774 acres, more or less, of which 0.000 acres lies within the existing Present Road Occupied.

Of the above-described area, 1.774 acres are contained within Hamilton County Auditor's Parcel 004-0008-0001-90.

Bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011), using GPS methods utilizing the Ohio Department of Transportation's ORTN Network in February, 2021.

All iron pins set are 5/8 inches in diameter rebar by 30 inches long with a yellow plastic cap stamped STANTEC.

This description was prepared by Steven E. Rader, registered surveyor 7191, and is based upon a field survey for Anderson Township, Hamilton County, Ohio in 2021 and 2022, by Stantec Consulting Services, Inc., under the direction of said surveyor.

Instrument reference as of the date this survey was prepared: Deed Book 2467, Page 394, of the Recorder's Office, Hamilton County, Ohio.

EXHIBIT C (Cont.)

Project Parcel 2-T1

Situate in the State of Ohio, County of Hamilton, Township of Anderson, located in Wilson and Fowler's Military Survey 2204, being part of the Turpin lands as shown on Plat "C", Case 61318 dated January 19, 1885 and recorded in Book 12, Page 186, Common Pleas Court Records, being part of the lands conveyed to the City of Cincinnati by deed of record in Deed Book 2467, Page 394, and delineated originally as 30.409 acres upon the HAM-561-0.00 RW Plan (Beechmont Ave. Levee Plan, dated March 1950) on file with the Ohio Department of Transportation, and being part of the 12.7 acres transferred to the Public Recreation Commission by City of Cincinnati Ordinance Number 343-1969, records of the Recorder's Office, Hamilton County, Ohio, unless otherwise noted, and being more particularly described as follows:

Being a parcel of land lying on the left and right sides of the Centerline of Construction of the LMST Extension to Elstun Road, as delineated upon the HAM-LMST Extension to Elstun Road, Phase 2 Right-of-Way Plan on file with the Ohio Department of Transportation;

Beginning at a point in the easterly line of said 12.7-acre tract, and in the southerly line of an existing Permanent Easement conveyed to Great Parks of Hamilton County by deed of record in Official Record 13709, Page 975, and the northerly line of a proposed Permanent Easement (Parcel 2-SH1), being 18.65 feet left of Centerline Construction station 72+71.17;

Thence the following three (3) courses and distances along the southerly line of said existing Permanent Easement conveyed to Great Parks of Hamilton County;

1. Thence South 76 deg. 24 min. 10 sec. West, a distance of 24.26 feet along the northerly line of said Parcel 2-SH1, to a point being 5.00 feet right of Centerline Construction station 72+65.78;
2. Thence South 87 deg. 37 min. 03 sec. West, a distance of 43.30 feet along the northerly line of said Parcel 2-SH1, to a point being 44.55 feet right of Centerline Construction station 72+48.13;
3. Thence North 49 deg. 49 min. 31 sec. West, a distance of 24.69 feet to a point being 52.07 feet right of Centerline Construction station 72+01.73;

Thence the following two (2) courses and distances across said 12.7-acre tract;

1. Thence North 37 deg. 48 min. 54 sec. East, a distance of 52.07 feet to a point being 0.00 feet right of Centerline Construction station 72+01.73;
2. Thence North 81 deg. 26 min. 55 sec. East, a distance of 77.61 feet to a point at a northeasterly corner of said 12.7 acre tract, being 66.68 feet left of Centerline Construction station 72+30.80;

Thence South 20 deg. 35 min. 53 sec. West, a distance of 65.27 feet along the easterly line of said 12.7 acre tract to the Point of True Beginning of the herein described parcel, containing 0.111 acres, more or less, of which 0.000 acres lies within the existing Present Road Occupied.

Of the above-described area, 0.111 acres are contained within Hamilton County Auditor's Parcel 004-0008-0001-90.

Bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011), using GPS methods utilizing the Ohio Department of Transportation's ORTN Network in February, 2021.

EXHIBIT C (Cont.)

All iron pins set are 5/8 inches in diameter rebar by 30 inches long with a yellow plastic cap stamped STANTEC.

This description was prepared by Steven E. Rader, registered surveyor 7191, and is based upon a field survey for Anderson Township, Hamilton County, Ohio in 2021 and 2022, by Stantec Consulting Services, Inc., under the direction of said surveyor.

Instrument reference as of the date this survey was prepared: Deed Book 2467, Page 394, of the Recorder's Office, Hamilton County, Ohio.

Project Parcel 2-T2

Situate in the State of Ohio, County of Hamilton, Township of Anderson, located in Wilson and Fowler's Military Survey 2204, being part of the Turpin lands as shown on Plat "C", Case 61318 dated January 19, 1885 and recorded in Book 12, Page 186, Common Pleas Court Records, being part of the lands conveyed to the City of Cincinnati by deed of record in Deed Book 2467, Page 394, and delineated originally as 30.409 acres upon the HAM-561-0.00 RW Plan (Beechmont Ave. Levee Plan, dated March 1950) on file with the Ohio Department of Transportation, and being part of the 12.7 acres transferred to the Public

Recreation Commission by City of Cincinnati Ordinance Number 343-1969, records of the Recorder's Office, Hamilton County, Ohio, unless otherwise noted, and being more particularly described as follows:

Being a parcel of land lying on the right side of the Centerline of Construction of the LMST Extension to Elstun Road, as delineated upon the HAM-LMST Extension to Elstun Road, Phase 2 Right-of-Way Plan on file with the Ohio Department of Transportation;

Beginning at a point at in the southwesterly line of said original 30.409-acre tract and said 12.7 acre tract and in the westerly line of a proposed Permanent Easement (Parcel 2-SH2), being 120.98 feet right of Centerline Construction station 80+10.00;

Thence the following two (2) courses and distances across said original 30.409 acre tract and said 12.7 acre tract;

1. Thence North 00 deg. 54 min. 00 sec. East, a distance of 165.17 feet to a point being 80.00 feet right of Centerline Construction station 78+50.00;
2. Thence North 22 deg. 33 min. 27 sec. West, a distance of 126.59 feet to a point in the westerly line of said Parcel 2-SH2, being 100.00 feet right of Centerline Construction station 77+25.00;

Thence the following three (3) courses and distances along the westerly lines of said Parcel 2-SH2;

1. Thence South 60 deg. 57 min. 25 sec. East, a distance of 81.39 feet to a point being 40.00 feet right of Centerline Construction station 77+80.00;
2. Thence South 13 deg. 28 min. 02 sec. East, a distance of 125.00 feet to a point being 40.00 feet right of Centerline Construction station 79+05.00;
3. Thence South 24 deg. 10 min. 29 sec. West, a distance of 132.60 to the Point of True Beginning of the parcel described herein, containing 0.230 acres, more or less, of which 0.000 acres lies within the existing Present Road Occupied.

EXHIBIT C (Cont.)

Of the above-described area, 0.230 acres are contained within Hamilton County Auditor's Parcel 004-0008-0001-90.

Bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011), using GPS methods utilizing the Ohio Department of Transportation's ORTN Network in February, 2021.

All iron pins set are 5/8 inches in diameter rebar by 30 inches long with a yellow plastic cap stamped STANTEC.

This description was prepared by Steven E. Rader, registered surveyor 7191, and is based upon a field survey for Anderson Township, Hamilton County, Ohio in 2021 and 2022, by Stantec Consulting Services, Inc., under the direction of said surveyor.

Instrument reference as of the date this survey was prepared: Deed Book 2467, Page 394, of the Recorder's Office, Hamilton County, Ohio.